

A SPECIAL CALLED MEETING WILL BE CONDUCTED BY THE JASPER COUNTY COUNCIL.

Meeting Date: Monday, August 25, 2025, AT 10AM

Place: Council Chambers, Jasper County Clementa C. Pinckney

Government Bldg.

358 3rd Avenue Ridgeland, SC 29936

Watch In Person or Live via YouTube at:

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JASPER COUNTY COUNCIL SPECIAL CALLED MEETING

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

> Monday, August 25, 2025 Agenda

10:00AM

1. Call to Order by Chairman Kemp

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

In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, notification of the meeting and the meeting agenda were posted at least 24 hours prior to the meeting on the County Council Building at a publicly accessible place, on the county website, and a copy of the agenda was provided to the local news media and all person's or organizations requesting notification.

- 2. Executive Session SECTION 30-4-70.
 - (a) A public body may hold a meeting closed to the public for one or more of the following reasons:
 - (2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim –

 Class Action Regarding Ultra Processed Foods--Litigation; Litigation Update; Southern Health Partners Inc.; Tax Map #s 087-00-05-009, 087-00-05-008, 063-27-02-002, and 063-16-14-001

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

Return to Open Session

- 2.1 Action coming out of Executive Session
- 3. Pledge to the Flag and Invocation
- 4. Approval of Agenda
- 5. Approval of the minutes of 04.28.2025

6.	Jim Iwanicki and Kate Sc	chaefer: Presentation of	Transportation Sales	Tax Programs:	Roads and	Greenbelt
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- 7. Andrew Fulghum Public Hearing and consideration of a Resolution #R-2025-49 To Authorize the Jasper County Administrator to Execute a Surrender of Premises, Equipment Use, Transfer and Transition Agreement with its First Addendum by and between Jasper County, Jasper County Sheriff, and Jasper Animal Rescue Mission Regarding Animal Services and Related Matters.
- 8. Chairman Kemp Consideration of Resolution #R-2025-53 a resolution of the Jasper County Council Declaring the Hardeeville District Appointed Position at the County Airport Commission to be Vacant.
- 9. Chairman Kemp Consideration of Resolution #R-2025-54 a resolution of the Jasper County Council Declaring the Jasper County At-Large Appointed Position at the Lowcountry Council of Governments to be Vacant.
- 10. Chairman Kemp Consideration of Resolution #R-2025-55 a resolution of the Jasper County Council to Appoint Mr. Chad Scott to fill the Hardeeville District Appointed Position at the County Airport Commission.
- 11. Chairman Kemp Consideration of the 3rd Reading of Ordinance #0-2025-19 to amend and add a New Subsection to the Jasper County SC Code of Ordinances, Chapter 26 Taxation, Article 1 in General (1st Reading 07.21.2025; Public Hearing and 2nd Reading 07.21.2025)
- 12. Chairman Kemp Consideration of Resolution #R-2025-56 a Resolution of the Jasper County Council for Tri-Share.

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

Agenda Item #5



JASPER COUNTY COUNCIL

SPECIAL CALLED WORKSHOP

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

> Monday, April 28, 2025 Minutes

Officials Present: Chairman John Kemp, Councilman Chris VanGeison and Councilman Joe Arzillo Absent: Vice Chairman Joey Rowell

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

1. Call to Order of the Jasper County Council Workshop by Chairman Kemp.

The Clerk's Report of Compliance with the Freedom of Information Act was read as follows: In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, notification of the meeting and the meeting agenda were posted at least 24 hours prior to the meeting on the County Council Building at a publicly accessible place, on the county website, and a copy of the agenda was provided to the local news media and all person's or organizations requesting notification.

The Pledge to the Flag was given and the Invocation was given by Councilman VanGeison. Chairman Kemp turned the meeting over to Mr. Fulghum.

Workshop on the Capital Improvement and Investment Plan:

Mr. Fulghum noted that they were there to discuss the Capital Improvement and Investment Plan. He mentioned that this was an effort that the County started in 2022. He noted it came on the heels of them realizing that they manage internally a lot of the facility improvements and construction projects that they had in front of them. He said prior to solicit setting and selecting a firm to be their construction manner manager that county staff handled the projects. They went through project management for each project with each division director or department head applicable to the project. He noted that since things were more complex with the grant proposal paperwork, restrictions and requirements it was so much more stringent than in the past. He noted that currently that the construction world was so much different, and they had been encountering a lot of change orders. They researched and reviewed the different types of deliveries for facility projects and landed on construction management at risk. He said they solicited proposals and ended up hiring M. B. Kahn, who currently serves as the County's Construction Manager.

Mr. Fulghum introduced Chris Hance of M.B. Kahn who was present. He noted that Mr. Hance worked with the county staff developing the projects and priorities along with Jim Iwanicki who serves as the County's Engineer and Director of Engineering Services Department. Mr. Fulghum noted that he would like Council to hear from Chris for A review of the county successes to date and then look at the most immediate needs that the county has. He noted that this would give them priority guidance from the council and that then they would talk about financing and how they had finance projects to date. He also noted they would discuss what type of financing was available for the

different projects going forward and whether they need to work with a consolidated effort to do a borrowing plan to do more projects at one time. Chris reviewed his presentation on the capital improvements and investment plan update for fiscal year 2025 he covered an introduction, plan development, project summary of every project evaluated and budgeted for the current fiscal year. Project details and photos of each of the following projects were provided:

- Farmers Produce Market
- Ridgeland Claude Dean Airport
- 112 Weathersby Drive
- Jasper County Courthouse
- Pratt Memorial Library
- New Fire Rescue Station #31
- Detention Center Miscellaneous Renovations
- Sheriff's Office
- Emergency Services
- Clementa C. Pinckney Building
- 252 Russell St.
- Ridgeland Graded School
- Department of Social Services
- Board of Election Supervisors
- Detention Center Additions / Renovations
- Ridgeland Claude Dean Airport/FBO
- Jasper Animal Rescue Mission

Chris also provided final reminders and recommendations to the council. Council discussed these projects, and the provided listing of potential county priorities for the council to consider. The different types of financing that were available for the different projects going forward were discussed as well as the consideration for a consolidated effort to do a borrowing plan to do multiple projects at one time. Mr. Fulghum discussed the budget and the Capital Budget for the County. A copy of the presentation is attached as Attachment "A".

Motion to adjourn: Councilman Arzillo

Second: Councilman VanGeison

Vote: Unanimous The motion passed.

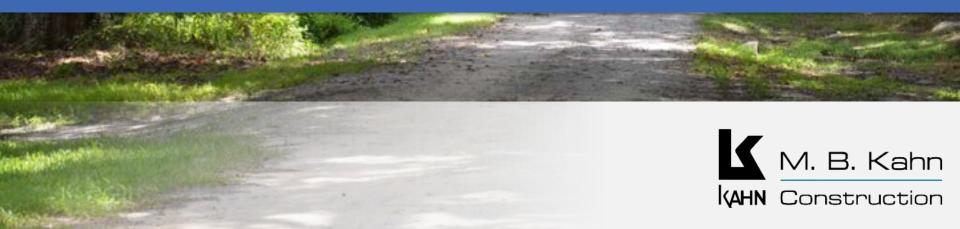
For more information on this topic or workshop please go to our YouTube Channel for the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm ggXCJIA .

Respectfully submitted:		
Wanda H. Giles, Clerk to Council		
	John A. Kemp, Chairman	



Capital Improvements and Investment Plan UPDATE, FY 2025

Jasper County, SC January 28, 2025







Craig Floyd, Project Executive



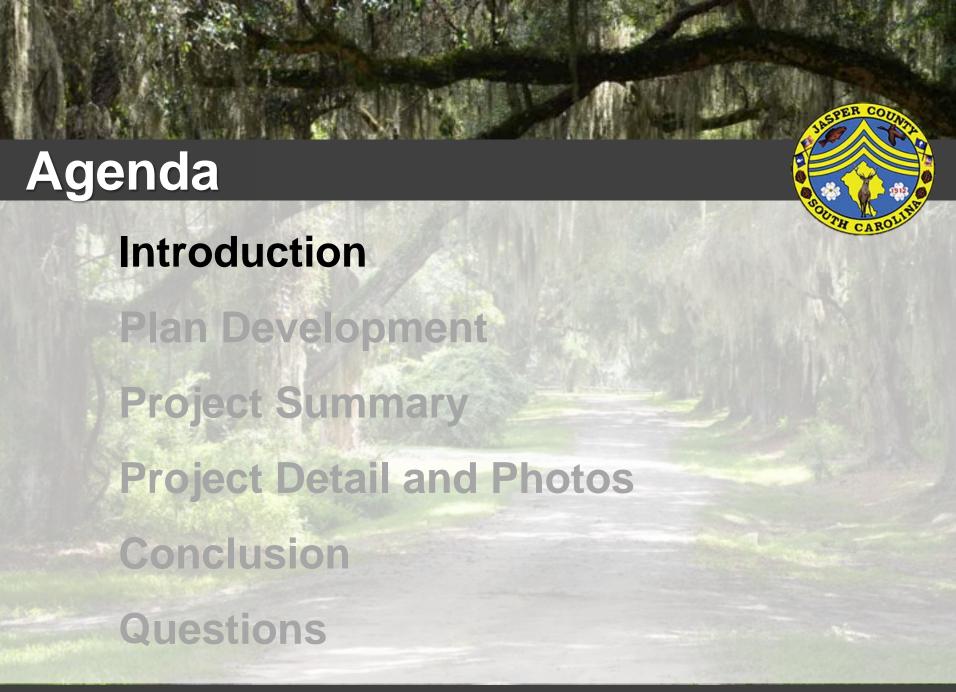
Margaret Rush, Business Development



Shane Stevens, Director of Preconstruction



Chris Hance, PE
Preconstruction Manager





Capital Improvement and Investment Plan Goal

- Outline the projected infrastructure improvement needs of Jasper County
 - Long-term investments into facilities
 - Non-routine
- Assist in the planning and budgeting process



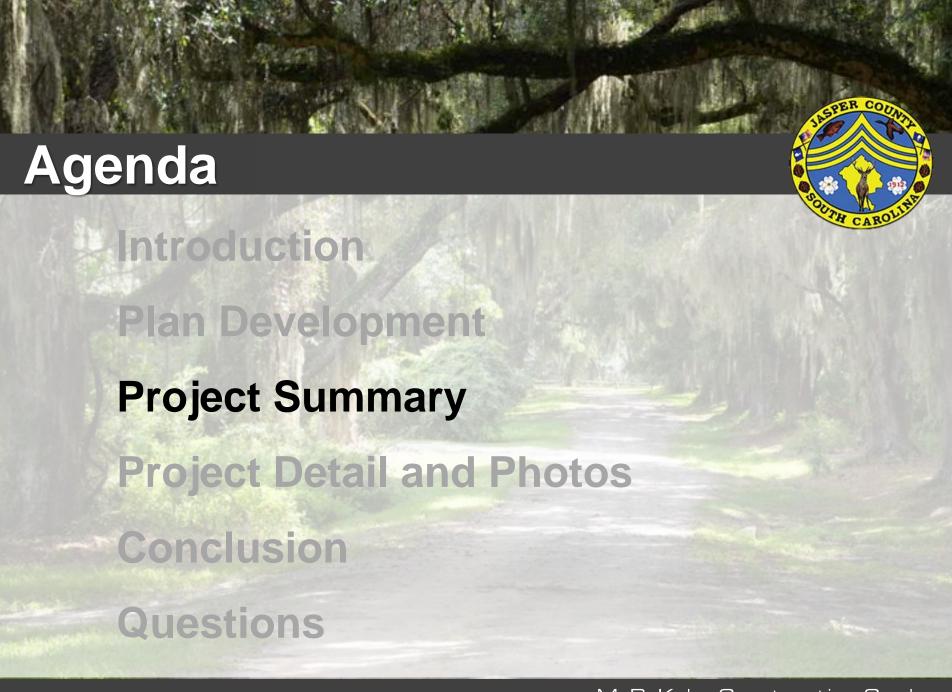




- Meetings and interviews
- Tours of the facilities
- Budget evaluations (project vs. construction cost)









A one page summary of every project undertaken following the original Capital Plan.

PROJECT	PROPOSED SCOPE	BUDGET
COMPLETED PROJE	стѕ	
FARMER'S PRODUC	EMARKET	\$900,000
	included finishes, kitchen, and site upgrades. Project was completed 14 with cost savings returned to the County.	
RIDGELAND-CLAUDE	DEAN AIRPORT APRON EXPANSION	\$3,000,000
	ded expansion of the existing runeary apron to accommodate airport not was completed November of 2023 with savings returned to the	
112 WEATHERSBY (ORIVE - Temporary Library Upfit	\$205,210
Miscelaneou	is demolition and painting to upfit area for a temporary library space	
JASPER COUNTY CO	SURTHOUSE RENOVATIONS	\$750,000
	ior painting, ceiling tile replacement, doortherdware upgrades and other is finish upgrades	
APPROVEDIN-PROC	RESS PROJECTS	
PRATT MEMORIAL L	BRARY RENOVATION	\$4,750,000
	uctural, finishes, and systems upgrades. Construction began Winter ongoing. Completion scheduled for Winter 2025.	
NEW FIRE-RESCUE	STATION 31 (COOSAWHATCHIE)	\$7,830,000
	egon for the new 4-bay fire station, with steeping quarters to accommo- line the Cookeehatchie region. Site procurement is ongoing.	



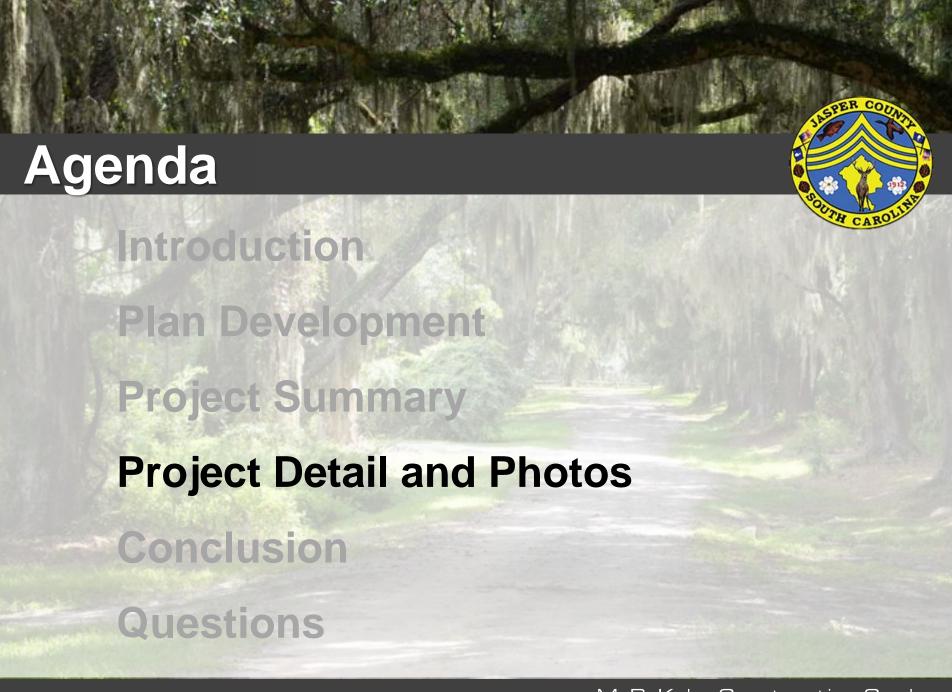
A summary of every project evaluated and budgeted for the current fiscal year.

	PROJECT	PROPOSED SCOPE	BUDGET				
	PROPOSED PROJEC	CTS					
1		ETENTION CENTER- Miscellaneous Renovations. In the existing facility (approx. 23.500sf) with site opgrades	\$7M	.70	S8M		
2	JASPER COUNTY SE	HERFFS OFFICE	\$18M	,	\$20M		
3	EMERGENCY SERVI	office (approx. 24.500s) with site procurement/development CES BUILDING ovations to the existing building (approx. 16.000s) with site approxes	S1M		\$2M		
4	CLEMENTA C. PINCH	INEY GOVERNMENT BUILDING	\$4.2M	4	\$5.2M		
	Flanovations	to the existing facility (approx. 19,200sf) with site upgrades					
5	252 RUSSELL ST-FO	DRMER LAW OFFICE IN RIDGELAND	\$300k		\$500k		
		chased by the county in 2025. Renovations to include finishes and re- f a dated HVAC unit.					
6	112 WEATHERSBY	DRIVE—Additional Renovations	\$150K		\$250K		
		to Dialysis building in Ridgeland', currently serving as the temporary s. Future renovation needs to be determined based on future function.					
7	RIDGELAND GRADE	D SCHOOL BUILDING	S8M	+	\$966		
		offices (approx. 2,300sf) and adaptive re-use of the existing space 700sf) with site upgrades					
8	DEPARTMENT OF S	OCIAL SERVICES	\$2.4M		\$3.5M		
	Major rançu	ations to the existing facility (approx. 12,200st) with site upgrades					
9	OFFICE FOR BOARD	OF ELECTION SUPERVISORS	\$2.4M		\$3.5M		
	Renovations	to the existing facility (approx: 10,000st) with site upgrades					



A summary of every project evaluated and budgeted for the current fiscal year.

P	ROJECT	PROPOSED SCOPE		BUDGET			
	PROPOSED PROJ	IECTS (CONT.)					
10	JASPER COUNTY	DETENTION CENTER- Additions and Renovations	\$32M	-	\$34M		
		including housing space, intakerbooking, magistrate court, etc. (approx. and renovations to the existing facility (approx. 33,500sf) with site up-					
11	NEW CONSOLIDA	TED REGIONAL DETENTION CENTER	TBD	* 1	TBD		
		solidated detention center to serve multiple counties. Size, foration, feasilt cat are still to be determined	*				
12	RIDGELAND-CLAS	JOE DEAN AIRPORT TERMINAL/FBO	\$7.5M	*	\$944		
	New term	sinal building (approx. 7.850st) and maintenance storage (approx. 1,650s	0				
13	JASPER ANIMAL	RESCUE MISSION	\$11M	2	\$12M		
		tion of a new facility on the existing site of JARM. This project is continger it moving in to a new Shariff's Office facility.	*				





\$900,000

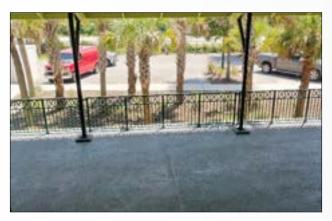
- Construction Costs
- Site Development
- Design Fees
- Inspection & Permit Fees
- Furnishings Allowance
- Technology Allowance
- Contingency



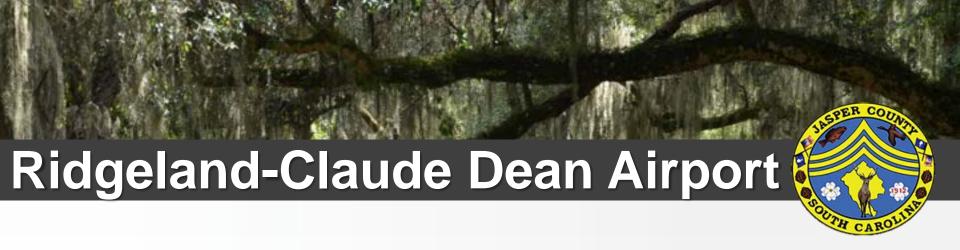








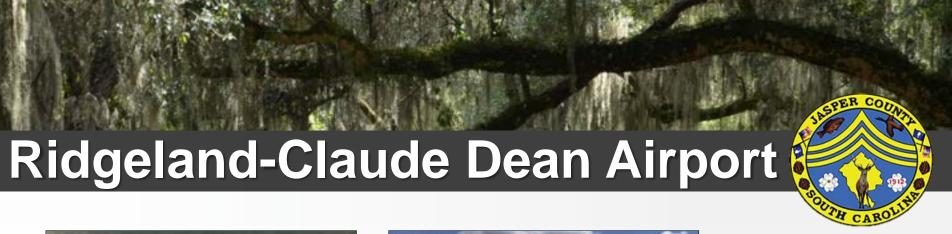




\$3,000,000

- Construction Costs
- Site Development
- Design Fees
- Inspection & Permit Fees















\$205,210

- Construction Costs
- Contingency
- Inspection & Permit Fees















\$750,000

- · Construction Costs
- Inspection & Permit Fees
- Contingency

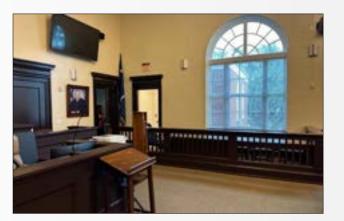










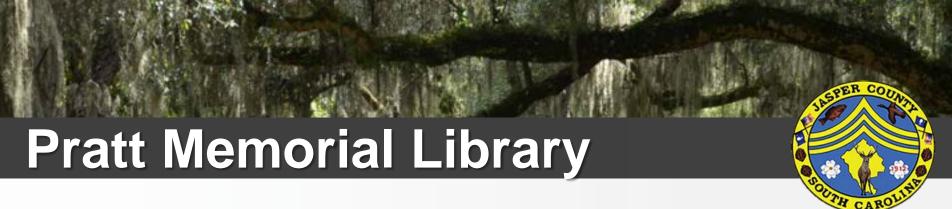




\$4,750,000

- Construction Costs
- Site Development
- Design Fees
- Inspection & Permit Fees
- Furnishings Allowance
- Technology Allowance
- Contingency















\$7,830,000

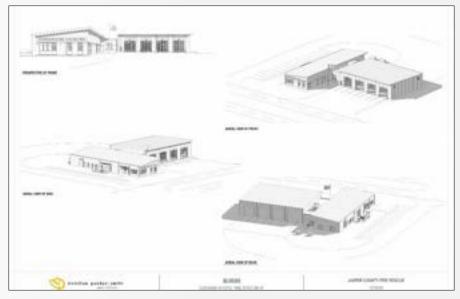
New fire-rescue station 31 with site development

- Construction Costs
- Site Development
- Design Fees
- Inspection & Permit Fees
- Furnishings Allowance
- Technology Allowance
- Contingency



New Fire-Rescue Station 31







\$7M — \$8M

- Construction Costs
- Site Development
- Design Fees
- Inspection & Permit Fees

- Furnishings Allowance
- Technology Allowance
- Contingency
- Assumes design start early 2025





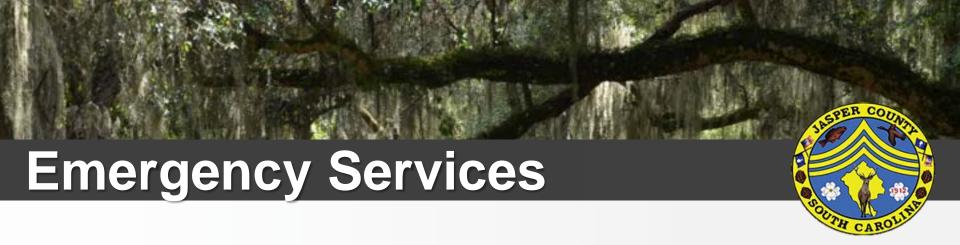
\$18M — \$20M

New sheriff's office (approx. 24,500sf) with site procurement/development

- Construction Costs
- Site Development
- Land Purchase (5 acres)
- Design Fees
- Inspection & Permit Fees

- Furnishings Allowance
- Technology Allowance
- Contingency
- Assumes design start early 2025





\$1M — \$2M

Exterior renovations to the existing building (approx. 16,000sf) with site upgrades

- Construction Costs
- Site Development
- Design Fees
- Inspection & Permit Fees

- Contingency
- Assumes design start early 2026





\$4.2M — \$5.2M

Renovations to the existing facility (approx. 19,200sf) with site upgrades Budget includes the following:

- Construction Costs
- Site Development
- Design Fees
- Inspection & Permit Fees

- Contingency
- Assumes design start early 2025





\$300k — \$500k

Minor renovations and repairs to the existing 5,000 sf structure

- Construction Costs
- Design Fees
- Inspection & Permit Fees
- Furnishings Allowance

- Technology Allowance
- Contingency
- Assumes design start early 2025





\$8M — \$9M

Addition for offices (approx. 2,300sf) and adaptive re-use of the existing space (approx. 11,700sf) with site upgrades

- Construction Costs
- Site Development
- Design Fees
- Inspection & Permit Fees

- Contingency
- Assumes design start early 2026





\$2.4M — \$3.5M

Major renovations to the existing facility (approx. 12,200sf) with site upgrades

- Construction Costs
- Site Development
- Design Fees
- Inspection & Permit Fees

- Contingency
- Assumes design start late 2026





\$2.4M — \$3.5M

Renovations to the existing facility (approx. 10,000sf) with site upgrades

- Construction Costs
- Site Development
- Design Fees
- Inspection & Permit Fees

- Furnishings Allowance
- Technology Allowance
- Contingency
- Assumes design start early 2026





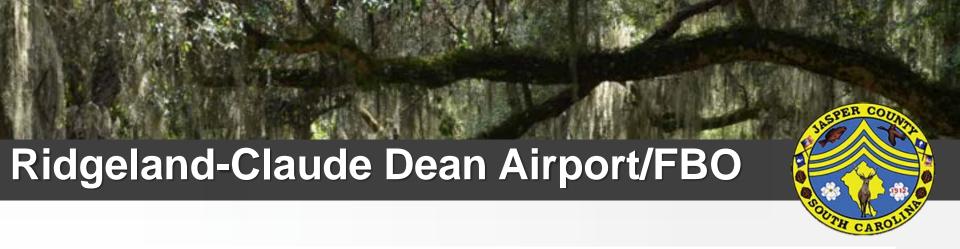
\$32M — \$34M

Additions including housing space, intake/booking, magistrate court, etc. (approx. 37,300sf) and renovations to the existing facility (approx. 33,500sf) with site upgrades

- Construction Costs
- Site Development
- Design Fees
- Inspection & Permit Fees

- Furnishings Allowance
- Technology Allowance
- Contingency
- Assumes design start early 2025





\$7.5M — \$9M

New terminal building (approx. 7,850sf) and storage hangar (approx. 1,650sf) with site development

- Construction Costs
- Site Development
- Design Fees
- Inspection & Permit Fees

- Furnishings Allowance
- Technology Allowance
- Contingency
- Assumes design start early 2025





\$11M — \$12M

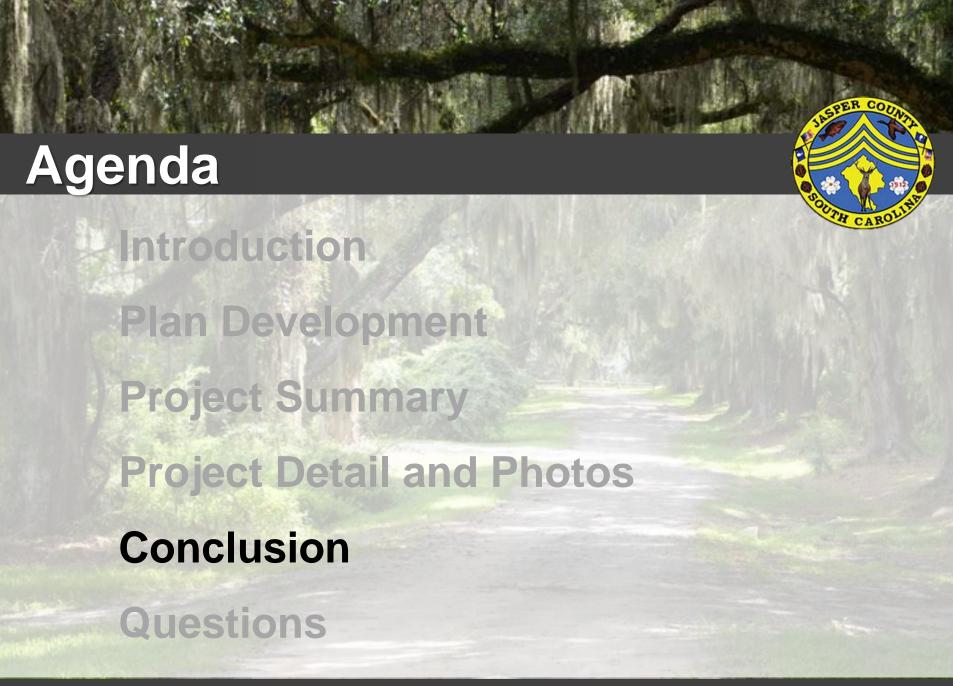
- Construction Costs
- Site Development
- Design Fees
- Inspection & Permit Fees

- Furnishings Allowance
- Technology Allowance
- Contingency
- Assumes design start early 2025











Final Reminders and Recommendations

- Major capital needs are listed in this report
- Annual or regular updates
- Open communication with the Public

Thank you for the opportunity and we look forward working with you on these exciting projects!



Potential County Priorities

- Jasper County Detention Center
- 2. New Sheriff's Department
- 3. Emergency Services Building
- 4. Clementa C. Pinckney Government Building



Questions?

M. B. Kahn like to extend special appreciation for the opportunity and the input from the following:

JASPER COUNTY COUNCIL

John Kemp,

Chairperson

William Rowell,

Vice Chairperson

L. Martin Sauls, IV, Council Member

Chris VanGeison. Council Member

Joseph Arzillo,

Council Member

Wanda Simmons, Clerk to County Council

JASPER COUNTY STAFF

Andrew Fulghum, County Administrator

Donald Hipp,

Director, Detention Center

Kimberly Burgess, Director, Administrative Services Division

Danny Lucas,

Director, Development Services Division

James Iwanicki,

Director, Engineering Services Division

Russell Wells,

Director, Emergency Services Division/ Fire Chief

Tisha Williams.

Administrative Assistant, Administrator's Office

Agenda Item #6



Jasper County Engineering Services

James M Iwanicki, P.E. Director of Engineering Services <u>JIwanicki@jaspercountysc.gov</u> P.O. BOX 1244 • Ridgeland, South Carolina 29936 Phone (843) 726-7740 • FAX (843) 726-7743

August 18, 2025

MEMO:

TO: Andrew Fulghum, County Administrator

1% Sales Tax Advisory Committee

FROM: Jim Iwanicki **9**ML

RE: Jasper County Update 1% Sales Tax Update (Roadway)

August 18, 2025, Update:

Jasper County advertised a Request for Qualifications (RFQ) on March 17, 2025, with a due date of March 17, 2025, for a Program Manager for the Transportation Sales Tax Program. Four RFQs were received. The RFQs were scored by a committee consisting of The City of Hardeeville, The Town of Ridgeland, The Jasper County School System, and Kim Burgess, Jasper County's Director of Administrative Services. Jim Iwanicki recused himself from the scoring because of his working relationships with some of the proposers. The team recommended Infrastructure Consulting & Engineering, LLC (Consultant) as the most qualified proposer. This information was shared with the Transportation Sales Tax Advisory Committee, and they supported the selection of the Consultant as the most qualified proposer.

Kim Burgess, David Tedder and Jim Iwanicki met with the Consultant and negotiated the attached contract. The contract reflects the items of work described in the RFQ and additional items identified and agreed upon by both parties that should be included to provide the required Program Management.

The Consultant's compensation will be on an hourly fee basis, and a lump sum for the early-known deliverables, as described in Exhibits D and E of the Contract. The hourly rate schedule and fee proposal has a not-to-exceed limit of eight million nine hundred eighty-five thousand dollars (\$8,985,000.00). Individual Task Orders may be executed as part of this contract for specified projects and tasks, in which the Consultant shall be compensated in accordance with mutually agreed upon Task Orders for which the specific scope, schedule and fee for each job order will be individually negotiated. The fee represents about 2.4% of the \$376 million program during the first 5 years. The total not to exceed fee for the first five years if pro-rated to remain constant over 15 years would be 7.1% of the Transportation Program. As laid out in the RFQ the first few years will require more administrative effort to get the program activated and it

is expected that the fees for the years beyond year 5 will be a lessor percentage of the program thus bringing the overall program management fee closer to 6% over the 15 years. As a comparison, similar scoped program management fees in other counties were Richland County 6.5%, Horry County 5.5%, and York County 5.0%.

Recommendation: Staff recommends that the Transportation Sales Tax Advisory Committee support and recommend the following to County Council:

Approve the contract with Infrastructure Consulting & Engineering, LLC for the Program Management of the Transportation Sales Tax Program for a not-to-exceed limit of eight million nine hundred eighty-five thousand dollars (\$8,985,000.00). Individual Task Orders may also be executed as part of this contract for specified projects and tasks, in which the Consultant shall be compensated in accordance with mutually agreed upon Task Orders for which the specific scope, schedule and fee for each job order will be individually negotiated.

Attachments:

Contract Exhibits*
Consultants Letter Dated August 5, 2025, to Jim Iwanicki

*Notes: Exhibit B-1 Original RFQ

Exhibit B-2 Consultants Proposal

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

Jasper County, South Carolina AND

Infrastructure Consulting & Engineering, LLC

THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO S.C. CODE ANN. §15-48-10

This **AGREEMENT** is made and entered into this ______ day of ______, 2025, by **Infrastructure** Consulting & Engineering, LLC located at 110 Midlands Court, West Columbia, SC 29169, (CONSULTANT), and **Jasper County** located at 358 Third Avenue, Ridgeland, SC 29936, (COUNTY).

WHEREAS, CONSULTANT represents that the work to be performed is within its particular area of expertise, is qualified to perform such services, and shall be fully responsible for means and methods used in performing its work (WORK). COUNTY relies upon such representations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I - GENERAL PROVISIONS

- 1.1. <u>Scope.</u> **CONSULTANT** will provide **WORK** as described in Exhibit A, "Scope of Services," (**SCOPE**) to be negotiated and mutually agreed upon by both parties and made a part of this **AGREEMENT**. **WORK** described under the **SCOPE** shall be completed by **CONSULTANT** as directed by **COUNTY**.
- 1.2. <u>Independent Contractor</u>. Nothing in this **AGREEMENT** creates a relationship between **COUNTY** or its affiliates and **CONSULTANT**, except that of an independent contractor.
- 1.3. Ownership of Documents.
 - 1.3.1. **CONSULTANT** agrees that all reports, drawings, studies, specifications, estimates, maps, computations, test results, and other data (**DOCUMENTS**) prepared by or for **CONSULTANT** under this **AGREEMENT** are "work for hire" and shall be delivered to, become, and remain the property of **COUNTY** upon completion of, and payment for, the **WORK**.
 - 1.3.2. COUNTY agrees that CONSULTANT shall have the right to retain one or more copies of **DOCUMENTS**. COUNTY shall have the right to use **DOCUMENTS** without restriction, limitation, or additional compensation to CONSULTANT.
 - 1.3.3. **CONSULTANT** shall not incur any liability for use or re-use of its **DOCUMENTS** on an extension of this project or on another project where such use or re-use is without **CONSULTANT'S** written consent.

1.4. Electronic Data.

1.4.1. The parties recognize that drawings, specifications, three-dimensional modeling (such as CAD drawings, MS Office files, and Building Information Models), and other **DOCUMENTS** may be transmitted among **COUNTY**, **CONSULTANT**, and others by electronic media as an alternative to paper hard copies (collectively "Electronic Data").

- 1.4.2. The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. However, transmission of Electronic Data shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of Electronic Data unless such data is materially changed or altered after it is transmitted, and the transmitting party did not participate in such change or alteration.
- 1.4.3. **CONSULTANT** acknowledges that differences may exist between Electronic Data and hard-copy **DOCUMENTS**. In the event of a conflict between hard-copy **DOCUMENTS** and Electronic Data, signed or sealed hard-copy **DOCUMENTS** shall govern.
- 1.4.4. **CONSULTANT** agrees to indemnify and hold **COUNTY** harmless for all claims arising from the use of Electronic Data by **CONSULTANT** or any third party authorized by **CONSULTANT**.
- 1.5. **CONSULTANT** shall comply with the terms contained in *Exhibit F: Mandatory Federal Provisions* if the project involves Federal funds.

ARTICLE II - COUNTY

- 2.1. **COUNTY** shall designate a person to act with authority on **COUNTY's** behalf and respond in a timely manner to submissions by **CONSULTANT**.
- 2.2. COUNTY shall furnish information or services required by this AGREEMENT with reasonable promptness. COUNTY shall also furnish any other information or services under the COUNTY's control and relevant to the CONSULTANT's performance of the WORK with reasonable promptness after receiving a written request for such information or services.

ARTICLE III - CONSULTANT

- 3.1. **CONSULTANT** shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by **CONSULTANT** under this **AGREEMENT**.
- 3.2. <u>Taxes/Fees</u>. **CONSULTANT** shall pay all taxes imposed by any federal, state, or local taxing authority on: (a) all fees, costs and other compensation paid by **COUNTY** to **CONSULTANT** pursuant to this **AGREEMENT**; and (b) all payroll and compensation sums paid by **CONSULTANT** to **CONSULTANT's** employees and (c) all other taxes, fees, and charges levied against **CONSULTANT** on account of this **AGREEMENT**.
- 3.3. Qualification of CONSULTANT's Personnel. Persons assigned by CONSULTANT to the WORK shall be duly qualified, experienced, and have a thorough knowledge of federal, state, and local regulations and policies regarding their respective disciplines. CONSULTANT shall not replace any member of CONSULTANT's team designated in the SCOPE that remains in CONSULTANT's employ without the approval of COUNTY, which approval by COUNTY shall not be unreasonably withheld. CONSULTANT shall notify COUNTY immediately in writing if a member of CONSULTANT's team designated in the SCOPE leaves CONSULTANT's employ. The CONSULTANT shall replace any member of CONSULTANT's team designated in the SCOPE to which COUNTY reasonably objects.

3.4. **CONSULTANT** represents that (a) **WORK** will be performed in a manner consistent with the care and skill ordinarily exercised by other professionals practicing in the same locality and providing similar services on projects of similar size, complexity and conditions; and (b) in conformance with the **SCOPE** and all work orders.

3.5. <u>Time for Performance</u>.

- 3.5.1. Time limits stated in the **SCOPE** and Exhibit C, "Program Schedule", are of the essence to the **AGREEMENT**.
- 3.5.2. **CONSULTANT** shall provide a status report to **COUNTY** on a regular basis or with each invoice submittal detailing the progress of the **WORK**, including whether (a) the **WORK** is proceeding according to the time limits stated in the **SCOPE**; and (b) items exist which require resolution so as not to jeopardize **CONSULTANT's** ability to meet **SCOPE** time limits.
- 3.5.3. CONSULTANT will provide deliverables continuously and diligently, providing sufficient personnel, material, and equipment to meet project schedules and milestones, including the use of overtime if appropriate. CONSULTANT shall be responsible for all damages incurred by COUNTY due to delays caused by CONSULTANT.

3.6. Audit:/Access to Records.

- 3.6.1. **CONSULTANT** shall maintain books, records, logs, and other documents pertinent to the **WORK** in accordance with generally accepted accounting principles and industry practices. **COUNTY**, other applicable agencies, or any of their duly appointed representatives shall have access to any of this information for the purposes of examination, audit, excerpts, and transcriptions.
- 3.6.2. Records described above shall be maintained and made available during the performance under this **AGREEMENT** and for a period of three years after **COUNTY** makes final payment with all other pending matters closed.

3.7. Indemnification.

- 3.7.1. CONSULTANT shall indemnify and hold harmless COUNTY, their officers and employees, from liability of any nature or kind, including costs and expenses (including but not limited to reasonable attorney's fees), for liability for damages resulting, in whole or in part, from negligent acts, errors, omissions, or misconduct of CONSULTANT or any person or organization for whom CONSULTANT may be responsible including, but not limited to, CONSULTANT's subcontractors.
- 3.7.2. Approval by **COUNTY** or other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve **CONSULTANT** of responsibility for its **WORK**. **CONSULTANT** shall remain liable for all errors and omissions regardless of any approvals by **COUNTY**.
- 3.7.3. The rights provided herein are nonexclusive and are in addition to any rights the parties may have at law or equity.
- 3.8. **CONSULTANT** agrees to perform all **WORK** in compliance with all applicable laws.

ARTICLE IV – CHANGES TO THE WORK

- 4.1. <u>Change Order</u>: A document signed by **COUNTY** authorizing an addition, deletion, or revision in the **WORK** or an adjustment in the **SCOPE** price or time limits, or other revision to the **AGREEMENT**, issued on or after the Effective Date of the **AGREEMENT**.
- 4.2. **CONSULTANT** recognizes and acknowledges that, notwithstanding any provision to the contrary in this contract, **CONSULTANT** shall not be paid for any Change Order **WORK** not duly authorized by the **COUNTY**.

ARTICLE V - PAYMENTS AND COMPLETION

5.1. **COUNTY** shall pay **CONSULTANT** for **WORK** as follows:

Fee:

CONSULTANT's compensation will be on an hourly fee basis, and a lump sum for the early known deliverables, as described in Exhibits D and E, the hourly rate schedule and Fee Proposal, with a total not-to-exceed limit of Eight million, Nine hundred and Eighty-Five thousand dollars and 00/100 (\$8,985,000.00). Individual Task Orders may be executed under this contract for specified projects and tasks, in which the **CONSULTANT** shall be compensated in accordance with mutually agreed upon Task Orders for which the specific scope, schedule and fee for each job order will be individually negotiated.

5.2. Invoices must be submitted to COUNTY by the 25th of each month to be included in that month's invoice to COUNTY. CONSULTANT agrees that COUNTY shall not be obligated to pay CONSULTANT for WORK covered by any invoice if CONSULTANT submits the invoice more than one hundred eighty (180) days after the date CONSULTANT renders the services, or more than ninety (90) days after this AGREEMENT terminates, whichever is earlier. Payment for services will be remitted to CONSULTANT within thirty (30) days after COUNTY's receipt of CONSULTANT's invoice.

ARTICLE VI – PROTECTION OF PERSONS AND PROPERTY

- 6.1. **CONSULTANT** agrees that it will be solely and continuously responsible for all of its activities and those of its employees or agents on the site where the **WORK** will be performed with respect to safety.
- 6.2. **CONSULTANT** will provide, at its own expense, all personal protective clothing and equipment required for its employees to perform their work in a safe manner and in compliance with all applicable **COUNTY** -specific and occupational health and safety standards.
- 6.3. **CONSULTANT** agrees that **COUNTY** may take whatever actions deemed necessary in its sole discretion to mitigate any damage to persons and/or property in an emergency situation related to the project or this **AGREEMENT**. To the extent **CONSULTANT** has caused or contributed to such situation, **CONSULTANT** agrees to indemnify **COUNTY** for all costs incurred.

ARTICLE VII – INSURANCE

- 7.1. **CONSULTANT** shall, during the performance of this **AGREEMENT** and for an one-year period thereafter, secure and maintain the following insurance at its own expense:
 - 1. Errors and Omissions Professional Liability

\$1,000,000 per Claim and Aggregate \$100,000 or less Deductible

2. General Liability - to include coverage for premises, operations, independent contractors, blanket contractual liability, products completed operations, and personal injury.

\$1,000,000 Each Occurrence \$2,000,000 Aggregate

3. Automobile Liability – Any Auto Owned, Non-owned, and Hired

\$1,000,000 Limit

4. Excess Liability

\$1,000,000 Occurrence Form \$1,000,000 Aggregate

5. Workers Compensation - Statutory

Employers Liability

\$500,000 Each Accident \$500,000 Policy Limit \$500,000 Each Employee

- 7.2. Add **COUNTY** as additional insured for ongoing and completed operations for General Liability, Automobile Liability and Excess Liability (Umbrella).
- 7.3. For all of the above, furnish certificates prior to commencement of work. The certificate holder (and additional insured) should read as follows:

Jasper County Attention: Finance Department 358 Third Avenue Ridgeland, SC 29936

- 7.4. The Certificate of Insurance shall expressly state that if there is any material change in coverage (cancellation, expiration, or exclusion of a specifically required coverage such as completed operations) that the certificate holder, Jasper County, will receive at least 30 days' prior written notice by either a reliable carrier such as FedEx, UPS and alike or by USPS mail using the service of "Return Receipt Requested".
- 7.5. The insurance companies providing coverage must be rated "A-" or better by A. M. Best's most recent edition and be admitted and licensed in the **CONSULTANT's** state of domicile. Any exceptions to these requirements must be referred to the **COUNTY** for prior approval.
- 7.6. To the maximum extent permitted by law, all insurance policies with the exception of Errors and Omissions maintained hereunder shall provide a waiver of subrogation in favor of **COUNTY**.

7.7. The foregoing requirements are not intended to limit or qualify the liabilities and obligations assumed by **CONSULTANT** under this **AGREEMENT**.

ARTICLE VIII - TERMINATION OR SUSPENSION

8.1. Termination.

- 8.1.1. This **AGREEMENT** may be terminated by **COUNTY** at any time for the convenience of the **COUNTY** by written notice to the **CONSULTANT** specifying the termination date. **CONSULTANT** shall be paid for **WORK** completed through the termination date.
- 8.1.2. **COUNTY** shall give written notice if **CONSULTANT** fails to perform its **WORK** in accordance with the appropriate standard of care, fails to provide **WORK** in accordance with required schedule, becomes insolvent or files for any form of bankruptcy protection, or is in breach of any material obligations under this **AGREEMENT**. **CONSULTANT** must cure any such default within seven (7) days of notice.
- 8.1.3. If CONSULTANT does not cure the default within the seven (7) days, then COUNTY may terminate this AGREEMENT for cause and may take over the WORK and prosecute same to completion by contract or otherwise, deduct such costs for completion from payments paid or payable to CONSULTANT, and recover from CONSULTANT any shortfall.
- 8.1.4. If **COUNTY** should terminate **CONSULTANT** for cause, and it should thereafter appear by adjudication or otherwise that such a termination was improper, the termination for default will be converted to a termination for the convenience of **COUNTY** and payment will be made accordingly. In no event shall **COUNTY** be obligated to compensate **CONSULTANT** for any termination expenses or damages.
- 8.1.5. Any contract entered into by the **COUNTY** shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
- 8.2. <u>Suspension</u>. **COUNTY** may, without cause, order **CONSULTANT** in writing to suspend, delay or interrupt the **WORK**, in whole or in part for such period of time as **COUNTY** may determine. The **WORK** fees and time may be adjusted for increases in the cost and time caused by suspension, delay, or interruption.

ARTICLE IX - CLAIMS AND DISPUTES

- 9.1. The parties agree to attempt to resolve all claims or disputes arising from or related to this **AGREEMENT** at a meeting between the senior representatives of each party within five (5) business days of receipt by either party of a notice and description of the dispute.
- 9.2. If the dispute is not settled under clause 9.1, the parties shall agree to mediate the dispute in compliance with the SC Alternative Dispute Resolution (ADR) rules. The parties shall mutually agree upon the selection of a mediator and bear the costs of the mediation equally.
- 9.3. Unless provided to the contrary herein **CONSULTANT** shall continue to perform the **WORK** and **COUNTY** shall continue to pay undisputed amounts to **CONSULTANT**, pending the final resolution of

- any dispute or disagreement between **COUNTY** and **CONSULTANT**.
- 9.4. Neither party shall be liable to the other for any special, indirect, punitive, consequential damages including but not limited to loss of profits, loss of use, loss of revenue, loss of capital, loss of goodwill, or any other incidental or consequential damages arising out of the **WORK**.
- 9.5. This **AGREEMENT** is governed by the laws of the state of South Carolina. The venue for any ADR or litigation shall be Jasper County.

ARTICLE X – MISCELLANEOUS PROVISIONS

- 10.1. <u>Assignment:</u> **CONSULTANT** acknowledges that its services are unique and personal; therefore, its rights under this **AGREEMENT** may not be assigned or its duties or obligations delegated without the express written consent of **COUNTY**, which consent shall not be unreasonably withheld.
- 10.2. <u>Amendment</u>: This **AGREEMENT** may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.
- 10.3. <u>Severability</u>: If any provision or portion of a provision of this **AGREEMENT** is declared void or unenforceable, or limited in its application or effect, all other provisions and unaffected portions thereof shall remain fully enforceable; and the parties shall use their best efforts to negotiate a valid and enforceable modification to this **AGREEMENT** to address any matters affected.
- 10.4. <u>Headings</u>: The headings of the Exhibits, Sections, Schedules, and Attachments contained in this **AGREEMENT** are for convenience only and shall not expand, limit, or change the provisions thereof.
- 10.5. <u>Interpretation</u> This **AGREEMENT** shall be interpreted under and governed by the laws of the state in which the project is located.
- 10.6. <u>Waiver</u> The failure of the parties to this **AGREEMENT** to enforce the provisions of this **AGREEMENT**, or to exercise any option provided herein, shall not be construed to be a waiver of such provisions nor in any way to affect the validity of this **AGREEMENT** or any part thereof nor the right of the parties to enforce each and every provision thereafter.
- 10.7. Publicity and Confidentiality Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this AGREEMENT shall not be presented publicly nor published without prior approval in writing from COUNTY. Additionally, representatives of the CONSULTANT are expressly prohibited from releasing any information to the media or any other person about any matter pertaining to this AGREEMENT. Such information is to come from COUNTY. CONSULTANT acknowledges that COUNTY is a political subdivision of the State of South Carolina, and is subject to the South Carolina Freedom of Information Act, S.C. Code 30-4-10 et seq.
- 10.8. <u>Drug Free Workplace</u> In accordance with the Drug-Free Workplace Act of 1988, as amended, and as a condition precedent to the execution of this **AGREEMENT**, the undersigned certifies that **CONSULTANT** will maintain a drug-free workplace.
- 10.9. <u>Entire Agreement</u>: This **AGREEMENT**, together with the attached Exhibits constitutes the entire agreement between **COUNTY** and **CONSULTANT** and supersedes all prior written or oral understandings.
- 10.10. Force Majeure: Neither Party shall be liable for any failure or delay in performance under this

AGREEMENT caused by events beyond the impacted party's reasonable control; including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, terrorist acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades; (f) national or regional emergency; (g) strikes, labor stoppages, or other industrial disturbances; and (h) epidemics or pandemics. The impacted Party shall promptly give notice of the force majeure event to the other Party and shall use diligent efforts to ensure the effects are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

(SIGNATURE PAGE BELOW)

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the date first above written. The signatories attest that each holds the requisite authority to bind their respective parties.

Jasper Co	asper County, South Carolina		
BY:			
NAME:			
TITLE:			
Infrastru	cture Consulting & Engineering, LLC		
BY:			
NAME:			
TITLE:			

Exhibits:

Exhibit A: Scope of Services

Exhibit B-1: Request For Qualifications

Exhibit B-2: ICE Statement Of Qualifications

Exhibit C: Program Schedule Exhibit D: Fee Proposal

Exhibit E: Hourly Rates

Exhibit F: Mandatory Federal Provisions (if working on federally funded projects)



Jim Iwanicki, P.E.
Engineering Services Director
Jasper County, SC
623 Live Oak Road
P.O. Box 1244
Ridgeland, SC 29936

Date: August 5, 2025

Subject:

Fee Justification for Program Management Services – Jasper County Transportation Sales Tax Program

Overview of Program Scope and Fee Context

The approved \$376 million Transportation Sales Tax Program will fund approximately 16 major transportation infrastructure projects over the next 10 to 15 years, involving significant planning, design coordination, permitting, right-of-way acquisition, public engagement, utility coordination, construction, and inspection responsibilities. ICE will serve as the County's trusted advisor and implementation partner to ensure these projects are delivered on time, within budget, and in compliance with federal, state, and local standards.

The proposed \$8.95 million not-to-exceed fee reflects a fair and appropriate investment in professional program management services and equates to approximately 2.4% of the total program value, a percentage well within industry norms for similar sales tax programs in other counties across South Carolina and the Southeast.

Breakdown of Key Services Included

ICE's scope of services includes the following core components over the first five years:

Program Management and Administration

- Program startup, scheduling, staffing, budgeting, and reporting
- Develop Program plans and guidance documents
- Ongoing coordination with County staff, elected officials, and the Advisory Committee
- Monthly progress reports and annual program performance assessments

Public Engagement and Communication

- Development and maintenance of a program website and project map
- Creation of public outreach materials and social media content
- Coordination of public meetings, stakeholder engagement, and Council presentations

Financial Oversight and Funding Strategy

- Development and maintenance of the program cash flow model
- Budget tracking, invoice reviews, and financial reporting



Assistance with matching funds, grants, and leveraging opportunities

Project Planning and Design Oversight

- Development of scopes, schedules, and cost estimates for individual projects
- Procure services of design firms
- Coordination with design consultants and technical review of submittals
- Conceptual design and engineering feasibility assessments where required

Fee Structure and Staffing

Below is the estimated "Not to Exceed" (NTE) fee for Infrastructure Consulting and Engineering (ICE) to provide program management services for Jasper County's 15-year, \$376M transportation sales tax program (2025–2030). The \$8.95 million estimate is based on estimated hours for key personnel, including a dedicated Program Manager (PM) at a rate of \$260/hour and support staff such as Project Engineers, Public Engagement Specialists, Construction Coordinators, and Administrative Support, all billed at competitive industry-standard rates.

ICE has structured the team to provide maximum value and flexibility to the County while maintaining a lean and responsive staff footprint.

Fee Estimate Summary (Years 2025–2030)				
Task	Description	Estimated Hours	Estimated Fee	
Task 1	Project Management	14,900	\$3,000,000	
Task 2	Program & Financial Management	4,715	\$950,000	
Task 3	Planning, Scoping & Concept Design	9,900	\$2,000,000	
Task 4	Utility Coordination	2,860	\$600,000	
Task 5	Construction Administration	3,036	\$700,000	
Task 6	ROW Acquisition Services	2000 + unit costs	\$700,000	
Subtotal =			\$7,950,000	
Early Deliverables =			\$250,000	
Greenbelt Initiatives (Unknowns) =			\$700,000	
Reimbursable Expenses =			\$85,000	
	\$8,985,000			

Breakdown by Task

Task 1: Project Management Services

• Scope: Design firm procurement, IGA/LPA coordination, design oversight, cost estimating, bid management, public outreach.

• Effort: High ongoing effort

• Fee: \$3,000,000



Task 2: Program & Financial Management

• Scope: Program plans, master schedule, financial forecasting, public involvement, FOIA/grants.

• Effort: Intensive in Year 1 (setup), then 120 hrs/month.

• Fee: \$950,000

Task 3: Project Planning & Conceptual Design

• Scope: Feasibility, environmental screening, cost-risk analysis, planning reports for 6 priority projects and 5 intersection projects.

• Effort: 800 hrs/project (top 6 priority projects and 5 intersection projects by 2030).

• Fee: \$2,000,000

Task 4: Utility Coordination

• Scope: Utility conflict resolution, SUE coordination, relocation agreements.

• Effort: Varies by project. 40 hrs/project/month during design/ROW phases.

• Fee: \$600,000

Task 5: Construction Administration

 Scope: Constructability reviews, attend construction meetings, document control, monthly status reports

• Effort: Varies by project

• Fee: \$700,000

Task 6: ROW Acquisition Services

• Scope: Title searches, appraisals (\$1,500/parcel), negotiations (\$200/hr), relocation support.

Effort: 60 hrs/project + unit costs. Assumes 200 parcels acquired in 5 years.

• Fee: \$700,000

Total 5-Year NTE Fee: \$8,985,000Annual Average: \$1.79M/year
Percent of Total Program: 2.4%

The estimate assumes:

Full program ramp-up in Year 1 and continued active delivery in Years 2–5

Strategic use of ICE personnel to reduce reliance on higher-cost specialty consultants

Efficient use of time and budget through proactive management and prioritization

Other Key Assumptions:

• Program Duration: 15 years total, but fees estimated for first 5 years (2025–2030) as requested, and assuming 12 project are activated in first 5 years.

• Project Phasing: 16 projects staggered over 15 years. Years 1–5 focus on planning, design, ROW, and early construction for 6 priority projects and 5 intersection projects.



- 2025 Hourly Rates: (direct labor X 3.0, blended for unit rate and escalated at 2.5% annually)
- ROW Costs: Based on industry standards for South Carolina (appraisals, title searches, negotiations). Non-hourly unit costs included.
- Greenbelt involvement, scope volatility and unforeseen complexities (e.g., environmental delays, ROW disputes) is an unknown.
- Task Weighting: Higher effort in early years for program setup, planning, and ROW.

Comparison to Other Counties

Fee comparisons from other South Carolina counties with similar sales tax programs support the reasonableness of this proposed fee:

- Charleston County (2022): \$2.1 billion program, 1.1% PM fee over first phase
- York County (2017): \$277 million program, 1.5% PM fee
- Berkeley County (2019): \$587 million program, ~1.3% for program and construction oversight combined

At 2.4% of Jasper County's \$376 million program, ICE's proposed fee is below the industry average of 3-6% for full program management and consistent with regional norms and reflects the relative scale, geographic complexity, and required support functions for a successful program.

Conclusion

The proposed fee is a reasonable, necessary, and competitive cost to ensure professional delivery of one of Jasper County's most significant public infrastructure investments. ICE is committed to full transparency, continuous accountability, and delivering high-value services that maximize every dollar of the sales tax funding entrusted to this program.

We look forward to serving as your long-term partner and delivering these important projects for the citizens of Jasper County.

Respectfully submitted,

Jeffrey S. Buckalew, PE Program Manager

Infrastructure Consulting & Engineering

EXHIBIT A

SCOPE OF SERVICES

For Program Management

Jasper County Transportation Sales Tax Program

PURPOSE and BACKGROUND

Jasper County voters passed a transportation sales tax referendum in November 2024. The County is contracting with Infrastructure Consulting and Engineering to provide program and financial management, project management, project planning, scoping, conceptual design, utility coordination, preliminary right-of-way coordination, and construction administration for the Transportation Projects and for civil site improvements associated with the Greenbelt Initiatives identified in the referendum. The Sales Tax Program is described in Exhibit B-1, the Request for Qualifications. The Statement of Qualifications as submitted by Infrastructure Consulting and Engineering on April 30, 2025 is attached as Exhibit B-2. This was the basis for selection and outlines the qualifications, personnel and work approach as Program Manager. The following conditions apply to program management consulting firm:

- Infrastructure Consulting and Engineering is excluded from working as the design engineer for any specific project design contract awarded through the sales tax program.
- Infrastructure Consulting and Engineering is eligible to perform construction management and CEI services for projects under the sales tax program.

Infrastructure Consulting & Engineering (CONSULTANT) has been selected to provide Program Management Services to Jasper County (COUNTY) in support of the 2024 Transportation Sales Tax Program. The following shall serve as the initial scope of services to support the County in managing the Program and may be amended as mutually agreed upon by both parties.

PROJECTS

The CONSULTANT shall provide the following services to aid Jasper County with the management and implementation of the following 16 approved projects:

- 1. <u>S-442 (Argent Boulevard) (from US 278 to SC 170)</u>: 4-lane divided or 5-lane widening with multiuse paths on both sides for approximately 3.8 miles and would be coordinated with the SC 170 Widening and Access Management project (\$57,000,000).
- 2. <u>US 278 Corridor Phase 1 (Beaufort County Line to Argent Blvd)</u>: 6-lane road widening for approximate 1 mile (\$15,000,000).
- 3. <u>US 278 Corridor Phase 2 (Argent Blvd to I-95)</u>: 6-lane road widening for approximately 4.75 miles (with two bridges, approx. 360 LF and 90 LF) (\$50,000,000).
- 4. SC 46/SC 170/SC 315 Intersection Improvements and Widening: assume 1 mile widening with intersection improvements at SC 46 and SC 170 to potentially combine into 1 intersection (\$30,000,000).

- 5. <u>US 17/US 321 Intersection Improvement</u>: skewed intersection in Hardeeville and may contain complicated right of way acquisition, assumes existing bridge over railroad can remain (\$4,000,000).
- 6. US 17 Widening (SC 315 to SC 170): 4-lane divided widening for approximately 2 miles (\$24,000,000).
- 7. SC 315 Widening from SC 170/SC 46 intersection to US 17: 4-lane/5-lane widening for approximately 6 miles (\$41,500,000).
- 8. **SC 336 Intersection Improvements (Grahamville Rd to SC 336)**: potential realignment of SC 336 for approximately 0.3 mile and potential for complicated R/W acquisition: (\$5,000,000).
- I-95 Exit 18 Interchange with US 17, Bees Creek Road, and Glover Road Improvements: Upgraded interchange included with SCDOT I-95 project from MM 8 to MM 21. Project would include road improvements to US 17, Bees Creek Road, and Glover Road (\$12,000,000).
- 10. <u>I-95 Exit 22 Connector (US 278 to Bees Creek Road)</u>: new road with potential new bridge over I-95, dependent upon alignment and SCDOT's improvements for Exit 22 for approximate 3 miles: (\$36,000,000).
- 11. Glover Road (Bees Creek Road (S-13) to SC 462): Dirt road and paved road improvement assume 2 lanes with R/W purchase for future widening (\$26,000,000).
- 12. <u>US 278/SC 652 (Calf Pen Bay Road) Intersection Improvement</u>: A traditional intersection improvement on US 278 has been installed with left turn lane and right turn onto SC 652, but improvements were not incorporated on SC 652. Turn lanes with improved intersection realignment should be considered or a roundabout should be installed as this could be a key intersection for traffic calming for entrance to Ridgeland: (\$2,000,000).
- 13. **SC 462 (SC 170 to Snake Road)**: 4-lane divided or 5-lane widening for approximately 3 miles and safety improvements for approximately 5 miles (\$56,000,000).
- 14. <u>US 17/Mackay Point Road Intersection</u>: Realignment of S-27-37 to eliminate skewed intersection with Mackay Point Road and may involve improved access management on US 17, dependent on coordination with SCDOT, assume 0.6-mile realignment and intersection improvement: (\$5,000,000).
- 15. US 321/SC 336 Intersection Improvement: skewed intersection in Tillman (\$2,500,000).
- 16. Reconstruction of Levy Road: (\$10,000,000).

<u>Greenbelt Initiatives</u>: \$94,000,000 for financing greenbelt initiatives (including but not limited to, purchasing property for conservation, purchasing conservation easements, creating passive greenspace, creating active greenspace, protecting natural resources, protecting agricultural or heritage landscapes, and protecting scenic corridors).

Management of the Greenbelt Initiatives is NOT part of the Consultant's scope, except for the civil site improvements associated with the Greenbelt Initiative projects.

Jasper County officials have determined the preliminary unofficial top roadway priorities to be as follows:

1. <u>S-442 (Argent Boulevard) (from US 278 to SC 170)</u>: 4-lane divided or 5-lane widening with multiuse paths on both sides for approximately 3.8 miles and would be coordinated with the SC 170 Widening and Access Management project (\$57,000,000).

- 2. **US 278 Corridor Phase 1 (Beaufort County Line to Argent Blvd)**: 6-lane road widening for approximate 1 mile (\$15,000,000).
- 3. <u>US 278 Corridor Phase 2 (Argent Blvd to I-95)</u>: 6-lane road widening for approximately 4.75 miles with two bridges (approx. 360 LF and 90 LF) (\$50,000,000).
- 4. <u>I-95 Exit 18 Interchange with US 17, Bees Creek Road, and Glover Road Improvements</u>: Upgraded interchange included with SCDOT I-95 project from MM 8 to MM 21. Project would include road improvements to US 17, Bees Creek Road, and Glover Road (\$12,000,000).
- 5. Reconstruction of Levy Road: (\$10,000,000).
- 6. **SC 336 Intersection Improvements (Grahamville Rd to SC 336)**: potential realignment of SC 336 for approximately 0.3 mile and potential for complicated R/W acquisition: (\$5,000,000).

SCOPE OF SERVICES

The CONSULTANT shall provide the following services to aid Jasper County with the management and implementation of the

1. Task 1 – Project Management Services

- a. Assist the County in obtaining Local Public Agency (LPA) status with South Carolina Department of Transportation (SCDOT). Act as an extension of County staff and provide the needed services to the County for compliance with SCDOT LPA procedures for projects involving state and/or federal funds.
- b. Coordinate, manage, and review project plans, technical reports, specifications, and estimates prepared by project design consultants providing professional services to the County, for consistency with contract budgets, schedules, scope of work, design criteria, and applicable standards. This shall include civil site improvements associated with the Greenbelt Initiatives.
- c. Project cost estimates will be reviewed, vetted and updated annually to keep pace with market trends.
- d. Prepare independent cost estimates for professional services for each project and assist the County with scope, schedule, and fee negotiations with project design consultants, also to include the civil site improvements associated with the Greenbelt Initiatives.
- e. Review project design consultant invoices for accuracy, compliance with contract terms, and progress of the work. This shall include civil site improvements associated with the Greenbelt Initiatives.
- f. Conduct meetings, monitor design progress, and keep the County informed of each project's status. This shall include civil site improvements associated with the Greenbelt Initiatives.
- g. Coordinate with municipalities, environmental agencies, and other project stakeholders as applicable to secure necessary approvals and permits prior to the construction letting. This shall include civil site improvements associated with the Greenbelt Initiatives.
- h. Ensure that all necessary permits and environmental approvals are obtained prior to letting a project for construction. This shall include civil site improvements associated with the Greenbelt Initiatives.
- i. Ensure that all rights and easements necessary for the project are acquired prior to the construction letting. This shall include civil site improvements associated with the Greenbelt Initiatives.

- j. Ensure that all utility coordination activities necessary to facilitate project construction have been performed prior to the construction letting. This shall include civil site improvements associated with the Greenbelt Initiatives.
- k. Perform technical, constructability, and maintainability reviews, including life cycle costs, accessibility, equipment clearances, etc. prior to the construction letting. This shall include civil site improvements associated with the Greenbelt Initiatives.
- I. Responsible for overseeing the preparation of construction bid documents by the project design consultants, including the review of plans, specifications, estimates of quantities, bid schedules invitations to bid or request for proposals that shall comply with the County procurement code. This shall include civil site improvements associated with the Greenbelt Initiatives.
- m. Conduct pre-bid meetings, review bids, and advise the County through selection and contract award process. This shall include civil site improvements associated with the Greenbelt Initiatives.
- n. Coordinate and/or conduct value engineering studies and recommendations as may be requested to reduce construction costs. This shall include civil site improvements associated with the Greenbelt Initiatives.
- o. Review and maintain project related correspondence and files. This shall include civil site improvements associated with the Greenbelt Initiatives.
- p. Perform public outreach activities including public meeting facilitation, mailer and handout design, coordinate response to public comments and meetings, or as required. This shall include civil site improvements associated with the Greenbelt Initiatives.

2. Task 2 – Program and Financial Management

- a. Provide a written monthly Program Status Report for County staff and Council, due by 12:01p.m. local time on the 15th of each month.
- b. Attend all meetings associated with the program as directed by the County.
- c. Prepare a Program Management Plan that will serve as the playbook for the entire sales tax program. This document will outline governance, communication protocols, public information and reporting strategies, risk management strategies, quality control measures, and every aspect of program execution.
- d. Prepare a Master Program Schedule that sequences all projects over the 15-year period, using logical priorities, dependencies, and funding flows. The master schedule shall integrate individual critical path method project schedules into a program-wide Gantt chart that clearly shows and tracks critical tasks and deadlines a for the design, right of way acquisition, permitting, and construction for all projects within the program and the timeline for Greenbelt acquisitions/improvements. This will be updated quarterly and as projects progress.
- e. Develop and maintain a Program Financial Plan to forecast Program revenues, project expenditures, and cash balances. The financial plan shall be in accordance with the CIP and the Consultant will participate in the County's annual CIP planning process. Revenue and cash reports will be County derived and maintained.
- f. Provide quarterly financial reports to include revenues, encumbrances, and expenditures, due 30 days after the end of the quarter, using data provided by the County Finance Department.
- g. Develop and implement a Public Involvement Plan which shall include a Program website, strategic use of social media, holding public meetings as requested to provide accurate, up to date project

- information to the citizens of Jasper County. This shall include civil site improvements associated with the Greenbelt Initiatives.
- h. Develop and manage a dedicated Program Website, hosted and maintained by the Consultant with a link to/from the County's web site, to display program information, project updates, interactive maps, timelines, and financial summaries, FAQ as well as an option for citizens to ask question or provide input.
- i. Develop and implement a project Data Management System that provides readily accessible, complete, and well-organized files for each project.
- j. Provide the County with recommendations for the timing and amount of bond issuances, based upon the Program Financial Plan.
- k. Review and recommend methods to maximize efficiency and achieve economies of scale in the procurement of projects.
- Develop consistent design criteria, standards, and specifications for use on projects developed by the Program where needed due to no available or applicable SCDOT design criteria or SCDOT standard specifications.
- m. Investigate, recommend, and pursue upon direction form the County, available Grant Opportunities on behalf of the County.
- n. Develop and implement a public involvement program which should include, at a minimum, a Program website hosted and maintained by the Consultant with a link to the County's web site, and use of social media to provide accurate, up to date project information to the citizens of Jasper County. This shall include civil site improvements associated with the Greenbelt Initiatives.
- o. Assist with document production related to Freedom of Information Act (FOIA) requests and other requests for information as applicable.
- p. Assist with the development of encroachment permits, intergovernmental agreements (IGA), memorandums of understanding (MOU), memorandums of agreement (MOA) and financial participation agreement (FPA) to facilitate coordination with the SCDOT, South Carolina State Infrastructure Bank (SCSIB) and other applicable parties as needed.
- q. Determine a method to evaluate project risk and cost, conduct risk analysis as needed, and make recommendations based on analysis. (Risk analysis per SOQ)
- r. Conduct bid analysis/evaluation of bids or prepare cost estimates for comparison when appropriate. Provide construction cost estimate when requested.

3. Task 3 – Project Planning, Scoping, and Conceptual Design

Establish the scope of improvements, cost estimates, and baseline cost-loaded schedules for each project including the following subtasks. This shall include the civil site improvements associated with the Greenbelt Initiatives.

A. Development of Conceptual Project Design

 Perform feasibility and initial constructability review of a conceptual design and scope of each project. Provide baseline costs and schedule, to include design, right-of-way, construction, utility coordination, utility relocation, and permitting.

- The conceptual designs shall be developed in accordance with the South Carolina Department of Transportation (SCDOT) Highway Design Manual and the American Association of State Highway and Transportation Officials (AASHTO) "A Policy on Geometric Design of Highways and Streets".
- Conceptual designs shall be developed on aerial photography and available GIS. Design features to be illustrated shall include the proposed roadway typical sections, roadway alignments, lane configurations, auxiliary intersection turn lanes, and bicycle & pedestrian facilities. The conceptual designs shall be presented on color roll-plots for coordination with project stakeholders and on 11" x 17" size sheets for incorporation into a project planning report.
- O Work to minimize impacts to private property, buildings, cultural features (churches, cemeteries, parks, etc.), major utilities, and natural resources in the development of the project conceptual designs. COUNTY GIS property lines shall be referenced into the conceptual design to estimate right of way impacts for each project. Impacts on buildings and cultural features shall be estimated from aerial photography and a project field review.
- Perform an environmental screening to determine the presence of likely hazardous material sites, threatened and endangered species, historical/cultural resources, floodplains, and jurisdictional wetlands within the project area. The presence of these environmental constraints will be determined through a windshield survey and database searches.
- Identify the expected permits and NEPA compliant environmental document (Categorical Exclusion, Environmental Assessment, or Environmental Impact Statement) required for each project based on conceptual design and environmental screening.

B. Baseline Cost Estimates and Schedules

- Prepare a cost estimate for each project based on the conceptual project design. Project cost estimates shall represent the total cost of project development and include the following typical project costs:
 - Engineering services (planning and design),
 - Right of way acquisition (land and services),
 - Wetland mitigation,
 - Utility relocation (utilities with prior rights),
 - Construction,
 - Construction engineering & inspection.
- Appropriate factors shall be applied in coordination with the COUNTY to provide for contingency within each project budget to address unforeseen conditions.
- Baseline schedules to be developed for each project shall include the project phases of planning and design, right of way acquisition, environmental permitting, utility coordination, construction procurement, and construction. Cost estimates associated

- with each of these project phases shall be used to create a cost loaded schedule for purposes of program financial planning.
- Evaluate projects through a cost-risk analysis to identify risks to the project scope or schedule which may significantly impact project cost. A cost-risk workshop will be conducted for each project to engage subject matter experts in a review of the projects to identify potential risks based on their experience with transportation project development in the area. The project cost estimate will be refined to account for the magnitude and likelihood of each identified risk.

C. Environmental Overview

- Prepare a Project Planning Report for each project to present the conceptual design, environmental overview, utility overview, cost estimate, and schedule. The reports shall contain the following information:
 - Draft Purpose and Need Statement,
 - Project Description,
 - Design Criteria,
 - Conceptual Design,
 - Project Location and Length,
 - Environmental Constraints
 - Identify the Required NEPA Environmental Document,
 - Identify the Required Environmental Permits,
 - Utility Information
 - Cost Estimate
 - Schedule
- These reports will be submitted to the County and SCDOT (if applicable) for review and comment. All comments will be addressed as applicable in a comment response matrix and revised final reports will be provided to the County.

D. Plan Review

- For projects on SCDOT roadways or within SCDOT ROW, the consultant shall conduct a cursory review prior to submittal to SCDOT. The review will ensure that plans satisfy SCDOT requirements and foreseeable errors are addressed. Detailed review of design and/or calculations will not be required.
- For projects in the County or municipal system (not encroaching into SCDOT rights of way), the consultant will act as the County reviewer and will review for design, calculation, adherence to appropriate standards and specifications, and constructability.
- If plans require submittal to County planning or other departments for review, then the Consultant will facilitate those submittals and communicate as needed.

4. Task 4 – Utility Coordination Services

- a. Prepare a **Utility Coordination Plan** for the Program, to guide the procedures for an ongoing process from conception to construction, to include Proactive Conflict Identification, Collaboration & Communication, Data-Driven Decisions, Risk Assessments and Mitigation Strategies, & Contingency Planning and Budgeting, Regular Joint Meetings, and Legal Rights and Contractual Agreements.
- b. Notify all known utility owners in the area of the projects and identify those utilities with existing and proposed facilities in the project areas.
- c. Facilitate and act as intermediary between project design team and utility representatives.
- d. Hold regular joint utility meetings with utilizes once initial projects begin design phase.
- e. Arrange for Project Design teams to employ Subsurface Utility Engineering (SUE) to establish utility locations and identify conflicts .
- f. Obtain letters of "no-conflict" for those utilities which are not impacted.
- g. Coordinate with utility owner(s) and designer(s) to develop relocation plans for those conflicts which cannot be eliminated.
- h. Review all utility owners' relocation plans to ensure that relocations proposed by one owner do not conflict with another's relocation.
- i. Establish prior rights of occupancy.
- j. Obtain no-cost letters from those utility owners without prior rights or develop utility agreements with those owners who can document their prior rights.
- k. Evaluate the feasibility of in-contract utility relocation and develop necessary agreements in coordination with the utility owner.
- I. Develop Contractual Provisions and Incentives:
 - Clear Utility Relocation Clauses: Incorporate explicit clauses in construction contracts that clearly define responsibilities for utility coordination, relocation, and unexpected discoveries.
 - In utility agreements consider incentives for early relocation and penalties for unreasonable delays.
- m. Monitor the progress of utility relocation and incorporate utility relocation schedules into the overall project schedule and master program schedule.
- n. This shall include Utility Coordination Services for civil site improvements associated with the Greenbelt Initiatives.

5. Task 5 - Program Construction Administration

- a. Constructability reviews of plans and specifications prepared for projects prior to construction letting.
- b. Attend pre-construction conferences, routine construction coordination meetings, etc.
- c. Reviewing and maintaining records of plans, specifications, shop drawings, revisions, correspondence, warranties, etc.
- d. Monitor each construction project and prepare monthly status reports.
- e. Evaluating and recommending actions related to progress payments, change requests, claims, disputes, etc.
- f. Performing project close-out activities.

- g. Fostering and maintaining a positive public image related to construction operations by proper interaction with the public and media, maintenance of traffic, attention to safety, permit compliance, etc.
- h. This shall include Construction Administration for civil site improvements associated with the Greenbelt Initiatives.

6. Task 6 - Right of way Acquisition Services

The CONSULTANT will perform Right-of-Way Acquisition Phase Services for the COUNTY on the Transportation Sales Tax projects on an as needed basis.

The Right-of-Way Services include the following items:

The CONSULTANT may be required to:

- a. Prepare a **Right of Way Acquisition Plan** for the Program, to supplement the applicable procedures and policies outlined in the SCDOT Right-of-Way Acquisition Manuals, as may be warranted for identifying easement and right of way needs, procurement of appraisals and title research, property owner contact, and other necessary tasks as requested by the County.
- b. Provide Right-of-Way services to coordinate, plan, direct, and control R-O-W activities necessary to legally acquire and record R-O-W needed for construction, ensuring that all R-O-W acquired for federally assisted projects complies with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended; and that all R-O-W acquired for state assisted projects complies with Titles 57 and 28 of the S. C. Code of Laws, as amended; and that all Right-of-Way acquired complies with all other applicable laws, ordinances, regulations, policies, etc.
- c. Forecast and estimate Right-of-Way acquisition schedules and Right-of-Way cash flow expenditures and timelines for acquisition.

The following services will be performed on an as-needed basis for the individual projects, and scopes and fees will be provided to the COUNTY for each Right-of-Way Acquisition assignment.

- a. Perform title search and provide title opinions for parcels requiring acquisition.
- b. Provide appraisal cost estimates for acquisitions, by a South Carolina licensed appraiser.
- c. Procure or perform appraisals and review the appraisals provided by others.
- d. Negotiate acquisitions, providing a translator when necessary.
- e. Litigation is not included in the scope of services and will be provided through the Jasper County Attorney's Office.

EARLY KNOWN DELIVERABLES BY THE CONSULTANT

No.	Task	Deliverable Description	Due Date
			(Calendar Days after NTP)
1	2.c.	Program Management Plan	120
2	2.d.	Master Program Schedule	90
3	2.e.	Program Financial Plan	90
4	2.g.	Public Involvement Plan	60
5	2.h.	Program Web Site Development and Startup	60
6	2.i.	Data Management Plan / System	60
7	2.l.	Design Criteria and Standards	60
8	2.q.	Risk Analysis Method	60
9	4.a.	Utility Coordination Plan	60
10	6.a.	R/W Acquisition Plan	90

SCHEDULE

The CONSULTANT shall provide these services for a period of five (5) years as shown in Exhibit C - Schedule and may be amended during that as mutually agreed to add services. This agreement may be extended at the end of five years by mutual agreement between the COUNTY and the CONSULTANT.

FEE

Program Management Services (Tasks 1 - 6) shall be invoiced on an hourly fee basis, and a lump sum for the early known deliverables, not-to-exceed \$8,985,000.00 over the five year term of the contract. Individual Task Orders may be executed under this contract for specified projects and tasks. The CONSULTANT shall be compensated in accordance with mutually agreed upon Task Orders for which the specific scope, schedule and fee for each job order will be individually negotiated.

EXHIBIT B-1

REQUEST FOR QUALIFICATIONS (RFQ) RFQ #2025 -03

Program Manager – Transportation Sales Tax Program



Advertised: March 17, 2025

RFQ Due: April 30, 2025

Program Manager – Transportation Sales Tax Program

I. GENERAL INFORMATION

Jasper County is soliciting responses from qualified engineering firms ("Offerors" or "Contractors") licensed in South Carolina to provide Program Management and Civil Engineering related professional services as further described herein.

RFQ MUST BE PHYSICALLY RECEIVED, AS INDICATED BELOW, BY 3:00PM ON Wednesday, April 30, 2025.

Issue Request for Qualifications (RFQ)

Pre-Submittal Conference

Deadline for Inquires

Response to Inquiries

Deadline for Submitting Proposal

March 17, 2025

April 9, 2025, 1 pm

April 11, 2025, 1 pm

April 16, 2025

April 30, 2025, 1 pm

II. INSTRUCTIONS TO BIDDERS

1. Pre-Submittal Conference

The County will conduct an in-person Non-Mandatory Pre-Submittal conference as part of this process to provide additional project information and expound upon potential questions. This conference will be held on Wednesday, April 9, 2025 at 1:00 PM in Jasper County, Clementa Pinckney Government Building, County Council Chambers, Third Floor, 358 Third Avenue, Ridgeland, SC 29936.

Attendance is not mandatory, all interested firms are strongly encouraged to attend.

Any questions regarding this project must be submitted in writing via email no later than Friday April 11, 2025, by 1:00 PM. Questions should be emailed to jiwanicki@jaspercountysc.gov. All submitted questions will be addressed and posted on Jasper County's Bids and Solicitations Web Page https://www.jaspercountysc.gov/services/bids-and-solicitations and the Jasper County Vendor Registry website/ April 16, 2025.

2. Proposal Opening Location

The Proposals will be publicly opened at the Jasper County, Clementa Pinckney Government Building, County Council Chambers, Third Floor, 358 Third Avenue, Ridgeland, SC 29936. *Proposals will be opened on the due date, Wednesday, April 30, 2025 at 1:00 pm. Only the names of Offerors will be provided at the opening. No other information will be shared at that time.* All Offerors or their representatives are invited to attend the proposal opening.

Program Manager – Transportation Sales Tax Program

3. Submittals

Jasper County is hereby issuing this Request for Qualifications (RFQ) to firms that have the capability and interest in undertaking and performing the scope of work described in this RFQ. The RFQ is being publicly advertised in accordance with Jasper County procurement guidelines. Each firm responding to this solicitation is officially a RESPONDENT or PROPOSER. Each respondent must submit a sealed package containing original and eight (8) copies of the RFQ. In a separate sealed package original and two (2) copies of the Fee Schedule. All submissions will be logged in and date and time stamped.

Printed submittals must be clearly labeled on the outside of the envelope with the following wording:

- a. For the RFQ:

 JASPER COUNTY RFQ #2025 03 March 17, 2025 RFQ DOCUMENTS
- b. For the Fee Schedule: JASPER COUNTY RFQ #2025 – 03 March 17, 2025 Fee SCHEDULE

All late submittals will be rejected. Jasper County, South Carolina is not responsible for late submissions caused by delays in mail delivery or a delay in any other method of delivery. Print size shall be 12 pt. font minimum, on 8½ by 11 paper, double-sided and must include all of the information required in this RFQ. Provide a cover page that includes: Company Name, Address, Point of Contact (Email Address and Phone Number, and Date of Submission.

SUBMITTALS SHALL NOT EXCEED A TOTAL OF 75 PAGES. A PAGE IS CONSIDERED TO BE ONE SIDE OF A SHEET OF PAPER IF PRINTED. EXCEEDING THE PAGE LIMIT IS GROUNDS FOR REJECTION OF THE SUBMITTAL. The following WILL NOT be counted as pages:

- a. Front and/or back cover pages of your Qualifications document
- b. Table of Contents for your Qualifications document
- c. Section Dividers for your Qualifications document
- d. AFFIDAVIT OF COMPLIANCE document
- e. Fee Schedule/Proposal Submitted Separately from the Qualifications

If you have any questions on the above page limit information email iiwanicki@jaspercountysc.gov.

Program Manager - Transportation Sales Tax Program

4. Proposed Procurement Timeline

Release date for RFQ	March 17, 2025
Pre-Submittal Conference	April 9, 2025
Final Date to Receive Written Questions	April 11, 2025
Addenda to Answer Questions	April 16, 2025
RFQ Closing Date	April 30, 2025
Completion of Selection Committee Review and Recommendation	May 21, 2025
Jasper County Council	June 2, 2025
Execution of Contract	June 16, 2025

5. Sealed and Marked

If sent by mail, or hand-delivered, original signed Proposals shall be submitted in a sealed package, clearly marked on the outside of the package with **RFP #2025 – 3 PROGRAM MANAGER** and addressed to:

Kimberly Burgess, Procurement Officer
Director, Administrative Services Division Jasper County
358 Third Avenue, Suite 304
P.O. Box 1149
Ridgeland, SC 29936

It is the proposer's sole responsibility to deliver the proposal to the Jasper County Administrative Services Division Procurement Office for receipt on or before the due date and time indicated. If a Proposal is delivered by U.S. Mail, the Proposer shall be responsible for its timely delivery to the Procurement Office. Proposals delayed by mail shall not be considered and shall be rejected. Proposals may be mailed to the Procurement Office and accepted if the signed Proposal forms and required submittals are mailed and received prior to the due date and time. Proposals submitted via email will not be accepted. All submissions will be logged in and date and time stamped. Any Qualifications received after the date and time specified will be logged and date and time stamped as "late" and will remain unopened. and returned unopened to the respondent.

Program Manager – Transportation Sales Tax Program

6. Legal Name and Signature

Proposals shall clearly indicate the legal name, address, and telephone number of the Proposer. Proposals shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to submit Proposals on behalf of the Proposer. Failure to properly sign the Proposals form shall invalidate the Proposals and it shall not be considered for award.

7. Clarification and Addenda

Each Proposer shall examine REQUEST FOR QUALIFICATIONS documents. The Administrative Services Division, Procurement Officer shall not be responsible for interpretations or clarifications of **Project Scope**.

All inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the **Project Scope** shall be made in writing or through email to:

Jim Iwanicki, Engineering Services Director Jasper County 623 Live Oak Drive P.O. Box 1244 Ridgeland, SC 29936 jiwanicki@jaspercountysc.gov

Any inquiries or suggestions, concerning clarification of the REQUEST FOR QUALIFICATIONS (**excluding Project Scope**) shall be made through the Procurement Officer in writing or through email to:

Kimberly Burgess, Procurement Officer Director, Administrative Services Jasper County 358 Third Avenue, Suite 304 P.O. Box 1149 Ridgeland, SC 29936 kburgess@jaspercountysc.gov

8. Responsive and Responsible Proposals

To be responsive, the proposal shall conform in all material respects to the requirements set forth in the REQUEST FOR QUALIFICATIONS. To be responsible, the proposal shall perform fully the requirements, experience, reliability, capacity, and equipment that will ensure good faith performance.

9. Reserved Rights

Jasper County reserves the right to make such investigations as it deems necessary to make the determination of the proposer's responsiveness and responsibility.

Program Manager – Transportation Sales Tax Program

10. Applicable Law

All applicable laws and regulations of the United States of America, the State of South Carolina and Jasper County will apply to any resulting agreement, contract, or purchase.

11. Right to Protest

Appeals and remedies are provided for in the Jasper County Purchasing and Contracting Ordinance, Article V, Jasper County Code of Ordinances.

12. Contract Forms

Any agreement, contract, or purchase order resulting from the acceptance of a Proposal shall be on forms either supplied by or approved by the Jasper County Procurement Officer.

13. Forms, Alternates, Variances

Proposals must be submitted on the attached REQUEST FOR QUALIFICATIONS forms, although additional information may be attached. The Offerors must indicate any variance from the requested scope of services and/or terms and conditions, on the RFQ Affidavit of Compliance. Otherwise, Offerors must fully comply with the requested Scope of Services, terms and conditions. Alternate Proposals may or may not be considered at the sole discretion of Jasper County.

14. Proposal Prices

Provide an Hourly Rate Schedule for each billable title within the firm, mark-up costs for subconsultants, vendors, and suppliers, etc.., and a schedule of reimbursable costs and rates. Each item must be proposed separately, and no attempt is to be made to tie any item(s) in with any other item or items.

15. Descriptive Information

All equipment, materials, and articles incorporated in the product/work covered by this REQUEST FOR QUALIFICATIONS are to be new and of suitable grade for the purpose intended.

16. Deviations to Scope of Work and Requirements

Any deviation from the scope of work as written and accepted by the County may be grounds for termination of the Contract.

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Quality

If any work product delivered does not meet applicable scope of work, or if the work product does not meet industry standard performance and professionalism, the Contractor shall redo the work at no expense to Jasper County. Contractor shall refund to the County any money which has been paid to the Contractor for any work not redone to meet industry standards and professionalism. The Contractor shall be responsible for attorney fees in the event the Contractor defaults and court action is required.

The County reserves the right to reject any or all materials/equipment if, in its judgement, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

17. Regulations

It shall be the responsibility of the Consultant to ensure compliance with Federal, State of South Carolina, and County laws, rules, regulations, or other requirements, as may apply.

18. Termination of Award

Failure of the Consultant to satisfy the requirements of Jasper County shall be reason for termination of the award. Any Proposal may be rejected in whole or in part for good cause when in the best interest of the County.

19. Royalties and Patents

The successful Consultant shall pay all royalties and license fees for equipment or process in conjunction with the equipment being furnished. Consultant shall defend all suits or claims for infringement of any patent right and shall hold the County harmless from loss on account or cost and attorney's fees incurred.

20. Inspection and Acceptance

No item(s) received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect the item(s). Any item(s) discovered defective, or which do not conform to any warranty of the seller upon inspection may be returned at the seller's expense for full credit or replacement.

If later, defects are discovered which were not ascertainable upon the initial inspection, the item(s) may also be returned at the Seller's expense for full credit or replacement. The County's return of defective items shall not exclude any other legal, equitable or contractual remedies the County may have.

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III. GENERAL TERMS AND CONDITIONS

1. Exceptions to Specification

Offerors taking exception to any part or section of the specifications shall indicate such exceptions on the Affidavit of Compliance Form and continuation page(s), if necessary. Failure to indicate exceptions shall be interpreted as the Proposer's intent to fully comply with the specifications as written.

2. Evaluation of Proposals

Any Purchase Order or Purchase Sales Agreement resulting from this REQUEST FOR QUALIFICATIONS shall be awarded to the PROPOSER providing the best proposal as determined by Jasper County, South Carolina.

AWARD WILL NOT BE MADE ON THE BASIS OF PRICE.

The committee will have representatives from the County, City of Hardeeville, Town of Ridgeland, and Jasper County School District.

Responses will be evaluated using the following criteria:

- A. Qualifications, Abilities, and Experience of Key Personnel (35%) Each firm will be evaluated on the experience and qualifications of the key personnel that will be assigned to the Program Management Team.
- B. Experience of the Firm and References (35%) Each firm shall be evaluated on its demonstrated capabilities and experience to provide the desired services. Review will include but not be limited to past performance on similar types of work, quality of work, and adherence to schedules and other related factors. History of working with municipalities and other local governments will also be considered. Review will include review of any subcontractors specified in Offeror's submittal as well.
- C. **Succession Planning (20%)** Each firm will be evaluated on its ability to provide quality service during a change in the Project Team's key personnel.
- D. **Proposal Quality (10%) -** Each firm will be evaluated on how the RFQ was put together and the readability of the document.

After initial scoring of the above criteria, the County reserves the right to select a short list of finalists for a presentation/interview. Results of the interview process shall factor into the final scoring for contract award.

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3. Award

Each factor of the evaluation will be considered relative to obtaining the most effective plan consistent with the needs of the County.

4. Product Liability Insurance

The successful proposal will supply proof of professional liability insurance and workers compensation.

IV. SCOPE OF SERVICES

1. Project Purpose

Jasper County voters passed a transportation sales tax referendum that passed in November 2024. The County seek proposals from firms qualified to provide program and financial management, project management, project planning, scoping, conceptual design, utility coordination, and preliminary right-of-way coordination for **Transportation Projects** for the proposed 2024 1% Transportation Sales and Use Tax and for civil site improvements associated with the **Greenbelt Initiatives** identified in this RFQ. The sales tax program is included as an attachment. Responses to the solicitation for Program Management should be consider the following:

- The firm selected for Program Management will be excluded from working as the design engineer for any design contract awarded through the sales tax program.
- Selected Program Manager may be able to perform construction management and CEI services for projects under the sales tax program.

2. Scope of Work

Task 1 - Project Management Services

- Assist the County in obtaining Local Public Agency (LPA) status with South Carolina Department of Transportation (SCDOT).
- Act as an extension of County staff and provide all the needed services to the County to comply with SCDOT's LPA requirements.
- Coordinate, manage, and review project plans, technical reports, specifications, and estimates prepared by consultants providing professional services to the County for consistency with contract budgets, schedules, scope of work, design criteria, and applicable standards. This would include civil site improvements associated with the Greenbelt Initiatives.
- Prepare independent estimates for professional services and assist the County with scope and fee negotiations with project design consultants also to include civil site improvements associated with the Greenbelt Initiatives.
- Review project design consultant invoices for accuracy, compliance with

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contract terms, and progress of the work. This would include civil site improvements associated with the **Greenbelt Initiatives**.

- Conduct meetings, monitor design progress, and keep the County informed of each project's status. This would include civil site improvements associated with the **Greenbelt Initiatives**.
- Ensure compliance with SCDOT LPA procedures for projects involving state and/or federal funds.
- Ensure that all necessary permits and environmental approvals are obtained prior to letting a project for construction. This would include civil site improvements associated with the **Greenbelt Initiatives**.
- Ensure that all rights and easements necessary for the project are acquired prior to the construction letting. This would include civil site improvement associated with the **Greenbelt Initiatives.**
- Ensure that all utility coordination activities necessary to facilitate project construction have been performed prior to the construction letting. This would include civil site improvements associated with the **Greenbelt Initiatives**.
- Responsible for overseeing the preparation of construction bid documents. This would include civil site improvements associated with the **Greenbelt Initiatives**.
- Conduct pre-bid meetings, review bids, and advise the County through selection and contract award. This would include civil site improvements associated with the **Greenbelt Initiatives.**
- Review and maintain project related correspondence and files. This would include civil site improvements associated with the **Greenbelt Initiatives**.
- Coordinate value engineering studies and recommendations. This would include civil site improvements associated with the **Greenbelt Initiatives**.
- Perform technical, constructability, and maintainability reviews, including life cycle costs, accessibility, equipment clearances, etc. This would include civil site improvement associated with the **Greenbelt Initiatives.**
- Coordinate with municipalities, environmental agencies, and other project stakeholders as applicable to secure necessary approvals and permits. This would include civil site improvements associated with the **Greenbelt Initiatives**.
- Perform public outreach activities including public meeting facilitation, mailer and handout design, coordinate response to public comments and meetings, or as required. This would include civil site improvements associated with the Greenbelt Initiatives.

Task 2 - Program & Financial Management

- Provide a written monthly Program Status Report for County staff and Council due by 12:01p.m. local time on the 15th of each month.
- Attend all meetings associated with the program as directed by the County.
- Provide quarterly financial reports to include revenues, encumbrances, and expenditures.

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- Develop and maintain a Program Financial Plan to forecast Program revenues, project expenditures, and cash balances. The financial plan shall be in accordance with the CIP and the Consultant will participate in the County's annual CIP planning process. Revenue and cash reports will be County driven and maintained.
- Provide the County with recommendations for the timing and amount of bond issuances based upon the Program Financial Plan.
- Develop and maintain cost loaded schedules for the design, right of way acquisition, permitting, and construction for all projects within the program.
- Develop and implement a project filing system that provides readily accessible, complete, and well-organized files.
- Review and recommend methods to maximize efficiency and achieve economies of scale in the procurement of projects.
- Develop consistent design criteria, standards, and specifications for use on projects developed by the Program.
- Investigate and pursue available grant opportunities on behalf of the County.
- Develop and implement a public involvement program which should include, at a
 minimum, a Program website hosted and maintained by the Consultant with a
 link to the County's web site, and use of social media to provide accurate, up to
 date project information to the citizens of Jasper County. This would include civil
 site improvements associated with the Greenbelt Initiatives.
- Assist with document production related to Freedom of Information Act (FOIA) requests and other requests for information as applicable.
- Assist with the development of encroachment permits, intergovernmental agreements (IGA), memorandums of understanding (MOU), memorandums of agreement (MOA) and financial participation agreement (FPA) to facilitate coordination with the SCDOT, South Carolina State Infrastructure Bank (SCTIB) and other applicable parties as needed.
- Determine a method to evaluate project risk and cost, conduct risk analysis as needed, and make recommendations based on analysis.
- Conduct bid analysis/evaluation of bids or prepare cost estimates for comparison when appropriate. Provide "engineers estimate" when requested.
- · Other items assigned by Jasper County.

Task 3 - Project Planning, Scoping, and Conceptual Design

• Establish the scope of improvements, cost estimates, and baseline cost-loaded schedules for each project including the following subtasks. This would include civil site improvements associated with the **Greenbelt Initiatives**.

Program Manager – Transportation Sales Tax Program

A. Development of Conceptual Project Design

- Perform feasibility and initial constructability review of a conceptual design and scope of each project. Provide baseline costs and schedule, to include design, right-of-way, construction, utility coordination, utility relocation, and permitting.
- The conceptual designs shall be developed in accordance with the South Carolina Department of Transportation (SCDOT) Highway Design Manual and the American Association of State Highway and Transportation Officials (AASHTO) "A Policy on Geometric Design of Highways and Streets".
- Conceptual designs shall be developed on aerial photography and available GIS. Design features to be illustrated shall include the proposed roadway typical sections, roadway alignments, lane configurations, auxiliary intersection turn lanes, and bicycle & pedestrian facilities. The conceptual designs shall be presented on color roll-plots for coordination with project stakeholders and on 11" x 17" size sheets for incorporation into a project planning report.
- O Work to minimize impacts to private property, buildings, cultural features (churches, cemeteries, parks, etc.), major utilities, and natural resources in the development of the project conceptual designs. COUNTY GIS property lines shall be referenced into the conceptual design to estimate right of way impacts for each project. Impacts on buildings and cultural features shall be estimated from aerial photography and a project field review.
- Perform an environmental screening to determine the presence of likely hazardous material sites, threatened and endangered species, historical/cultural resources, floodplains, and jurisdictional wetlands within the project area. The presence of these environmental constraints will be determined through a windshield survey and database searches.
- Identify the expected permits and NEPA compliant environmental document (Categorical Exclusion, Environmental Assessment, or Environmental Impact Statement) required for each project based on conceptual design and environmental screening.

B. Baseline Cost Estimates and Schedules

- Prepare a cost estimate for each project based on the conceptual project design. Project cost estimates shall represent the total cost of project development and include the following typical project costs:
 - o Engineering services (planning and design),
 - o Right of way acquisition (land and services),
 - Wetland mitigation,
 - Utility relocation (utilities with prior rights),
 - o Construction,
 - o Construction engineering & inspection.

Program Manager - Transportation Sales Tax Program

- Appropriate factors shall be applied in coordination with the COUNTY to provide for contingency within each project budget to address unforeseen conditions.
- Baseline schedules to be developed for each project shall include the project phases of planning and design, right of way acquisition, environmental permitting, utility coordination, construction procurement, and construction.
 Cost estimates associated with each of these project phases shall be used to create a cost loaded schedule for purposes of program financial planning.
- Evaluate projects through a cost-risk analysis to identify risks to the project scope or schedule which may significantly impact project cost. A cost-risk workshop will be conducted for each project to engage subject matter experts in a review of the projects to identify potential risks based on their experience with transportation project development in the area. The project cost estimate will be refined to account for the magnitude and likelihood of each identified risk.

C. Environmental Overview

- Prepare a Project Planning Report for each project to present the conceptual design, environmental overview, utility overview, cost estimate, and schedule. The reports shall contain the following information:
 - Draft Purpose and Need Statement,
 - o Project Description,
 - Design Criteria,
 - o Conceptual Design,
 - Project Location and Length,
 - Environmental Constraints
 - o Identify the Required NEPA Environmental Document,
 - o Identify the Required Environmental Permits,
 - Utility Information
 - o Cost Estimate
 - Schedule
- These reports will be submitted to the County and SCDOT (if applicable) for review and comment. All comments will be addressed as applicable in a comment response matrix and revised final reports will be provided to the County.

D. Plan Review

 For projects on SCDOT roadways or within SCDOT ROW, the consultant shall conduct a cursory review prior to submittal to SCDOT. The review will ensure that plans satisfy SCDOT requirements and foreseeable errors are addressed. Detailed review of design and/or calculations will not be required.

Program Manager – Transportation Sales Tax Program

- For projects in the County or municipal system, the consultant will act as the County reviewer and will review for design, calculation, adherence to appropriate standards and specifications, and constructability.
- If plans require submittal to County planning or other departments for review, then the Consultant will facilitate and communicate as needed.

Task 4 – Utility Coordination Services

- Notify utility owners of the projects and identify those utilities with facilities in the project area.
- Facilitate and act as intermediary between project design team and utility representatives.
- Arrange for Subsurface Utility Engineering (SUE) to establish utility locations and identify conflicts.
- Obtain letters of "no-conflict" for those utilities which are not impacted.
- Coordinate with utility owner(s) and designer(s) to develop relocation plans for those conflicts which cannot be eliminated.
- Review all utility owners' relocation plans to ensure that relocations proposed by one owner do not conflict with another's relocation.
- Establish prior rights of occupancy.
- Obtain no-cost letters from those utility owners without prior rights or develop utility agreements with those owners who can document their prior rights.
- Evaluate the feasibility of in-contract utility relocation and develop necessary agreements in coordination with the utility owner.
- Monitor the progress of utility relocation and incorporate utility relocation schedules into the overall project schedule.

This would include Utility Coordination Services for civil site improvements associated with the **Greenbelt Initiatives**.

Task 5 – Construction Administration

- Constructability reviews of plans and specifications prepared for projects prior to construction letting.
- Attend pre-construction conferences, routine construction coordination meetings, etc.
- Reviewing and maintaining records of plans, specifications, shop drawings, revisions, correspondence, warranties, etc.
- Monitor each construction project and prepare monthly status reports.
- Evaluating and recommending actions related to progress payments, change requests, claims, disputes, etc.
- Performing project close-out activities.
- Fostering and maintaining a positive public image related to construction operations by proper interaction with the public and media, maintenance of traffic, attention to safety, permit compliance, etc.

This would include Construction Administration for civil site improvements

Jasper County, South Carolina RFQ #2025 - 03 Program Manager – Transportation Sales Tax Program

associated with the Greenbelt Initiatives.

3. Approved Projects

<u>S-442 (Argent Boulevard) (from US 278 to SC 170)</u>: 4-lane divided or 5-lane widening with multi- use paths on both sides for approximately 3.8 miles and would be coordinated with the SC 170 Widening and Access Management project (\$57,000,000).

US 278 Corridor Phase 1 (Beaufort County Line to Argent Blvd): 6-lane road widening for approximate 1 mile (\$15,000,000).

<u>US 278 Corridor Phase 2 (Argent Blvd to I-95)</u>: 6-lane road widening for approximately 4.75 miles with two bridges (approx. 360 LF and 90 LF) (\$50,000,000).

<u>SC 46/SC 170/SC 315 Intersection Improvements and Widening</u>: assume 1 mile widening with intersection improvements at SC 46 and SC 170 to potentially combine into 1 intersection (\$30,000,000).

US 17/US 321 Intersection Improvement: skewed intersection in Hardeeville and may contain complicated right of way acquisition, assumes existing bridge over railroad can remain (\$4,000,000).

<u>US 17 Widening (SC 315 to SC 170)</u>: 4-lane divided widening for approximately 2 miles (\$24,000,000).

SC 315 Widening from SC 170/SC 46 intersection to US 17: 4-lane/5-lane widening for approximately 6 miles (\$41,500,000).

SC 336 Intersection Improvements (Grahamville Rd to SC 336): potential realignment of SC 336 for approximately 0.3 mile and potential for complicated R/W acquisition: (\$5,000,000).

I-95 Exit 18 Interchange with US 17, Bees Creek Road, and Glover Road Improvements: Upgraded interchange included with SCDOT I-95 project from MM 8 to MM 21. Project would include road improvements to US 17, Bees Creek Road, and Glover Road (\$12,000,000).

<u>I-95 Exit 22 Connector (US 278 to Bees Creek Road)</u>: new road with potential new bridge over I-95, dependent upon alignment and SCDOT's improvements for Exit 22 for approximate 3 miles: (\$36,000,000).

Program Manager – Transportation Sales Tax Program

Glover Road (Bees Creek Road (S-13) to SC 462): Dirt road and paved road improvement – assume 2 lanes with R/W purchase for future widening (\$26,000,000).

<u>US 278/SC 652 (Calf Pen Bay Road) Intersection Improvement</u>: A traditional intersection improvement on US 278 has been installed with left turn lane and right turn onto SC 652, but improvements were not incorporated on SC 652. Turn lanes with improved intersection realignment should be considered or a roundabout should be installed as this could be a key intersection for traffic calming for entrance to Ridgeland: (\$2,000,000).

SC 462 (SC 170 to Snake Road): 4-lane divided or 5-lane widening for approximately 3 miles and safety improvements for approximately 5 miles (\$56,000,000).

US 17/Mackay Point Road Intersection: Realignment of S-27-37 to eliminate skewed intersection with Mackay Point Road and may involve improved access management on US 17, dependent on coordination with SCDOT, assume 0.6-mile realignment and intersection improvement: (\$5,000,000).

US 321/SC 336 Intersection Improvement: skewed intersection in Tillman (\$2,500,000).

Reconstruction of Levy Road: (\$10,000,000).

<u>Greenbelt Initiatives</u>: \$94,000,000 for financing greenbelt initiatives (including but not limited to, purchasing property for conservation, purchasing conservation easements, creating passive greenspace, creating active greenspace, protecting natural resources, protecting agricultural or heritage landscapes, and protecting scenic corridors).

Notes:

- Program Manager will be involved as noted with civil site improvement associated with the Greenbelt Initiatives.
- Appendix 1 includes location maps

Jasper County, South Carolina RFQ #2025 - 03 Program Manager – Transportation Sales Tax Program

4. Initial Priorities:

Jasper County officials have met, and the preliminary unofficial roadway priorities are as follows:

<u>S-442 (Argent Boulevard) (from US 278 to SC 170)</u>: 4-lane divided or 5-lane widening with multi- use paths on both sides for approximately 3.8 miles and would be coordinated with the SC 170 Widening and Access Management project (\$57,000,000).

<u>US 278 Corridor Phase 1 (Beaufort County Line to Argent Blvd)</u>: 6-lane road widening for approximate 1 mile (\$15,000,000).

US 278 Corridor Phase 2 (Argent Blvd to I-95): 6-lane road widening for approximately 4.75 miles with two bridges (approx. 360 LF and 90 LF) (\$50,000,000).

I-95 Exit 18 Interchange with US 17, Bees Creek Road, and Glover Road Improvements: Upgraded interchange included with SCDOT I-95 project from MM 8 to MM 21. Project would include road improvements to US 17, Bees Creek Road, and Glover Road (\$12,000,000).

Reconstruction of Levy Road: (\$10,000,000).

SC 336 Intersection Improvements (Grahamville Rd to SC 336): potential realignment of SC 336 for approximately 0.3 mile and potential for complicated R/W acquisition: (\$5,000,000).

Program Manager - Transportation Sales Tax Program

V. SUBMITTAL REQUIREMENTS AND FORMATTING

Offerors are REQUIRED to submit all requested information and/or documentation outlined in this section of the solicitation. Any Offeror failing to do so may have their response rejected as being non-responsive and making them ineligible for contract award. Offerors shall submit their responses in a format and sequence that follows the section numbering and layout provided in this solicitation to assist the County in its evaluation of responses.

Offerors shall submit written qualifications which clearly demonstrate their ability to provide quality services in an effective manner.

The County desires a firm with a history of meeting or exceeding client expectations, providing effective communication between the client and the firm, a record of meeting schedules and deadlines, distinct knowledge of local sales tax programs, permitting requirements, a reputation as an effective steward of natural resources and the environment, prudent contract administration and project accounting, and a quality presentation of project deliverables.

Submittals shall include the following information, and should be arranged in labeled sections as follows:

QUALIFICATIONS:

Section A: Personnel Technical Competence/Qualifications

1. Project Team Organizational Chart:

Provide an organizational chart identifying team members who would be assigned to this contract (including sub-consultants). The organizational chart must include the name, role/position, and office location of each team member and subconsultant. A project team member may be responsible for more than one area. The offeror shall identify the following, at a minimum:

- Overall Project Manager(s)
- Key Financial Management Team Members
- Communication/Public Engagement Team Members
- Civil Engineering Team Members
- Environmental Team Members
- Right of Way Team Members
- Construction Administration Team Members

Program Manager – Transportation Sales Tax Program

- 2. Professional Resumes: Provide professional resumes of key project personnel proposed for this contract and detailed background information including:
 - Education;
 - Professional registrations and certifications, applicable to South Carolina;
 - Experience;
 - Years with firm;
 - Office location;
 - Specific role and responsibilities on past projects of this type;
 - Hourly billing rates (in a separate sealed envelope).
- Firm Reserves: Description of available backup personnel, resources and their location.
- 4. Primary Point of Contact: Identify the Firm's Primary Point of Contact.
- 5. Organization of sub-consultants and personnel: Provide the name of any firm(s) and their personnel that will be providing sub-consulting services to your firm. Also include the services they will provide, their office location, and a contact name and phone number.

Section B: Background, Capabilities, Experience and Succession Planning

- 1. Range of Services: Provide a description of the full range of services the Firm provides. Provide the number of years in business and the location of the main office that will service the Town's account including the location of any subconsultants.
- Capabilities: Discuss the firm's unique qualifications, capabilities and methodologies that will be used for the Program Management of a Sales Tax Program.
- 3. Prior Experience: Provide a complete list with detailed descriptions including dollar value and time frame of the firm's experience on similar Sales tax Programs within the past 10 years. Specify the type of work performed, the Firm's Project Manager and personnel that worked on the referenced projects including their role. Include project photos, budget and schedule. Identify if the project was completed on time and on budget.

Program Manager – Transportation Sales Tax Program

- 4. Prior Experience: Provide experience, other than sales tax program experience, from South Carolina that will help show the Offerors capabilities in delivering a successful sales tax program. Include projects started no earlier than January 1, 2021. Also detail the firm's experience working within Jasper County, if any within the same period.
- 5. Succession Planning: Describe how the firm will address internal succession planning so that as key personnel retire or move on from the company the County's Program is not negatively affected. Also list any long-term municipal clients that have used the firm consistently (5 or more contracts) between January 1, 2014, and today. Include the number of contracts and a contact name phone number and email. Please note Section VII which states that if key team members identified in this RFQ are no longer available and/or not being used on this project the County reserves the right to terminate the contract.
- 6. Project References: Provide at least three (3) written references from Items 3, 4 and 5 above. Each reference shall provide a signed (electronic signatures are acceptable) written reference from the client contact. The reference shall include a short statement of satisfaction with the Offerors' services as well as why, in their opinion, the project(s) were successful. The references shall include current e-mail and current phone number. The references shall come from sources outside Jasper County.
- 7. Workload: Provide a summary of current workload and workload projections. Present and anticipated workload of project team (please show in tabular format with each team member's anticipated obligations depicted over the life of the project).
- 8. List of litigation history of the firm and all subconsultants for the past 5 years.

Section D: Scope of Work Approach

Discuss and provide insight into the Offerors approach to accomplish the Scope of Work. Please make sure to identify what would set the Offerors approach apart from others in the industry.

- 1. Project Management
- 2. Program & Financial Management
- 3. Project Planning, Scoping, and Conceptual Design
- 4. Utility Coordination
- 5. Construction Administration

Program Manager – Transportation Sales Tax Program

Section E: Forms and Information

AFFIDAVIT OF COMPLIANCE must be submitted.

Section F: Costs (Submitted As a Separate Document)

THIS SHALL BE SUBMITTED AS A SEPARATE DOCUMENT AND NOT INCLUDED WITH THE OTHER MATERIAL REQUESTED. Hourly rates will not be used in the evaluation of submittals but instead will form the basis for contract negotiations with the selected firm.

- 1. The Offeror shall submit a Billable Costs Document for their firm and all other firms listed in the RFQ. At a minimum the document shall have the following:
 - a. An Hourly Rate Schedule for each billable title within the firm.
 - b. Mark Up Costs for subconsultants, vendors, and suppliers, etc.
 - c. A schedule of reimbursable costs and rates. (i.e. travel, copies, mailing, etc.)
- 2. Once an initial hourly rate schedule is agreed upon, rates shall remain fixed for the first year of the resulting contract. After the first year, Contractor may request one (1) annual adjustment to the hourly rates to be effective on each anniversary of the contract, but such increase shall not exceed the most recently published Consumer Price Index for All Urban Consumers (CPI-U), before seasonal adjustment as of sixty (60) days prior to the contract anniversary date. Any rate increase shall require a written contract amendment signed by both parties to become effective. If Contractor's request for an increase is made after the applicable contract anniversary date, such increase shall not be retroactive to the anniversary date and instead shall be effective as of the date of the signed contract amendment. Mark up cost and reimbursable cost once established shall not be changed for the life of the contract.

Program Manager – Transportation Sales Tax Program

AFFIDAVIT OF COMPLIANCE

To be submitted with vendor's Proposal
We Do Not take exception to the RFQ Documents/Requirements.
We take exception to the RFQ Documents/Requirements as follows:
Specific exceptions are as follows:
I have carefully examined the REQUEST FOR QUALIFICATIONS and agree to abide by all submitted pricing, delivery, terms and conditions of this Proposal unless otherwise stipulated herein.
Company Name
By
(Authorized Signature)
(Print Name and Title)
Company Address

Program Manager – Transportation Sales Tax Program

AFFIDAVIT OF COMPLIANCE (continued)

Telephone Number	
Email	
Federal Tax ID No	
DBE Vendor (Yes/No)	
Minority Owned:	
Women Owned:	
Veteran Owned:	
Date	
ADDENDA	
Proposer acknowledges receipt of the following addendum:	
Addendum No	

RETURN THIS PAGE

Program Manager - Transportation Sales Tax Program

STATEMENT OF "NO PROPOSAL"

Return this page only if your company provides the products/services being requested and DECLINES to do so.

	rsigned, have declined to respond to the above REQUEST FOR ONS for Program Manager - Sales Tax Program for the following reasons:
	Specifications too "Narrow", geared to one brand or manufacturer (Please explain below).
	Insufficient Time to Respond to REQUEST FOR QUALIFICATIONS
	Unable to Meet Specifications
	Specifications Unclear (Please explain below)
	Other (Please explain below)
Remarks	
Company Na	me
Address	
Name and Tit	le
Date	
Signature	
	umber
Email Addres	s

Jasper County, South Carolina RFQ #2025 - 03 Program Manager – Transportation Sales Tax Program

VI. CONTRACT AWARD

Contract award, as well as contract continuation of the contract in subsequent fiscal periods, is subject to availability of County funds. In the event that contract negotiations with the highest rated Offeror are unsuccessful, the County reserves the right to begin contract negotiations with next highest rated Offeror.

If a contract is awarded as result of this solicitation, such award shall be made to the most qualified respondent(s). In the event that contract negotiations with the most qualified respondent(s) are unsuccessful, the County reserves the right to begin contract negotiations with the next most qualified respondent(s).

VII. STANDARD CONTRACT TERMS AND CONDITIONS

Offeror acknowledges that a contract will need to be executed with terms and conditions acceptable to the County and the Offeror.

The Offeror agrees that terms and conditions provided in this RFQ, and in their response to the RFQ either in their entirety or relevant portions thereof, shall be included and become part of any resulting contract.

Please note that if the County determines that key team members identified in this RFQ are no longer available and/or not being used on this project the County reserves the right to terminate the contract.

The anticipated term of the resulting contract shall be five (5) years.

Jasper County, South Carolina RFQ #2025 - 03 Program Manager – Transportation Sales Tax Program

APPENDIX 1 - Maps



QUESTION 1

I approve a special sales and use tax in the amount of one percent (1%) to be imposed in Jasper County for not more than fifteen (15) years to fund the following projects:

Projects:

Project (1) Using eighty percent (80%) of the referenced tax for financing the costs of highways. roads. streets, bridges, and other transportation-related projects, including drainage facilities related thereto: \$376,000,000.

Project (2) Using twenty percent (20%) of the referenced tax for financing the costs of greenbelt projects (including but not limited to, purchasing property for conservation, purchasing conservation easements, creating passive greenspace, creating active greenspace, protecting natural resources, protecting agricultural or heritage landscapes, and protecting scenic corridors): \$94,000,000.

- YES, IN FAVOR OF THE QUESTION
- NO. OPPOSED TO THE QUESTION

Instructions to Voters:

All qualified electors desiring to vote in favor of levying the special sales and use tax shall vote "YES;" and

All qualified electors opposed to levying the special sales and use tax shall vote "NO."

QUESTION 2

I approve the issuance of not exceeding \$150,000,000 of general obligation bonds of Jasper County, payable from the special sales and use tax described in Question 1 above, maturing over a period not to exceed 15 years, to fund any of the projects from among the categories described in Question 1 above.

- YES, IN FAVOR OF THE QUESTION
- NO, OPPOSED TO THE QUESTION

Instructions to Voters:

All qualified electors desiring to vote in favor of the issuance of bonds for the stated purposes shall vote "YES:" and

all qualified electors opposed to the issuance of bonds for the stated purposes shall vote "NO.



ROAD REPAIR & GREENBELT (WATER & LAND PROTECTION)

Proposed Projects

ROADWAY CONSTRUCTION:

- S-442/Argent Blvd. (US 278 to SC 170) \$57M
- **US 278 Corridor Phase 1** = \$15M
- US 278 Corridor Phase 2 \$50M
- Glover Road (Bees Creek Rd. (S-13) to SC 462) \$26M
- SC 462 (SC 170 to Snake Rd.) = \$56M
- Levy Road (reconstruction) \$10M

INTERSECTION IMPROVEMENTS:

- SC 46/SC 170/SC 315 (incl. widening) \$30M
- US 17/US 321 = \$4M
- SC 336 (Grahamville Rd. to SC 336) \$5M
- US 278/SC 652 \$2M
- US 17/Mackay Point Rd. \$5M
- US 321/SC 336 \$2.5M

ROADWAY WIDENING:

- US 17 (SC 315 to SC 170) = \$24M
- SC 315 (SC 170/SC 46 to US 17) = \$41.5M

INTERCHANGE IMPROVEMENTS:

- I-95 Exit 18 Interchange with US 17, Bees Creek Rd. and Glover Rd. Improvements - \$12M
- I-95 Exit 22 Connector (US 278 to Bees Creek Rd.) \$36M

GREENBELT PROJECTS, WATER & LAND PROTECTION:

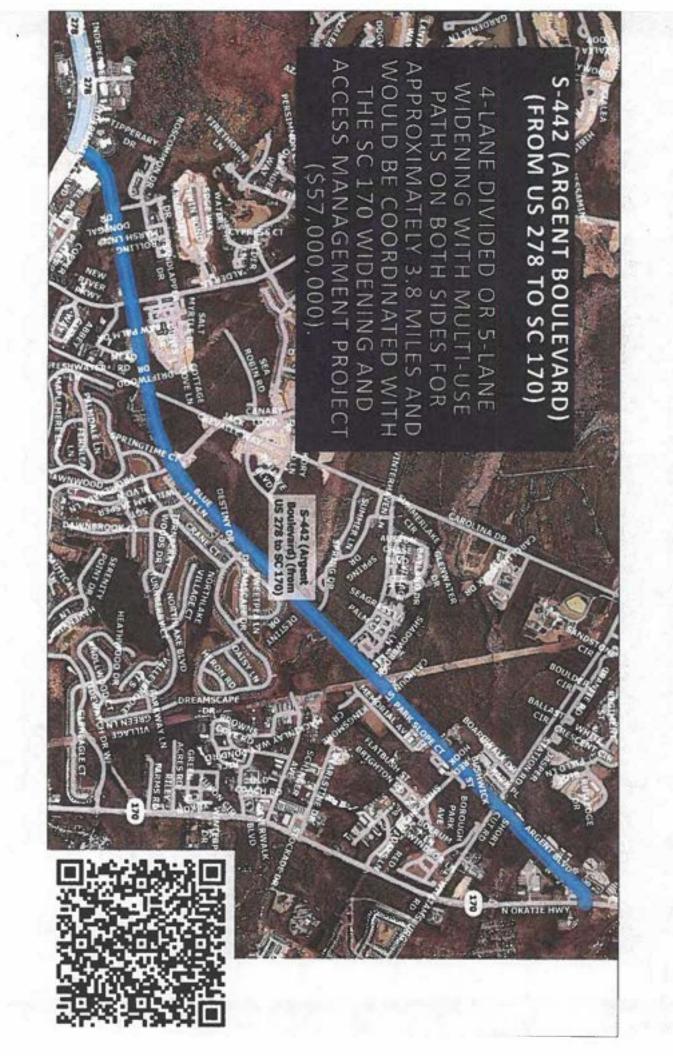
Including but not limited to land acquisition for conservation, purchasing conservation easements, creating passive and active **greenspaces**, and **protecting natural resources**, agricultural or heritage landscapes, and scenic corridors - \$94M

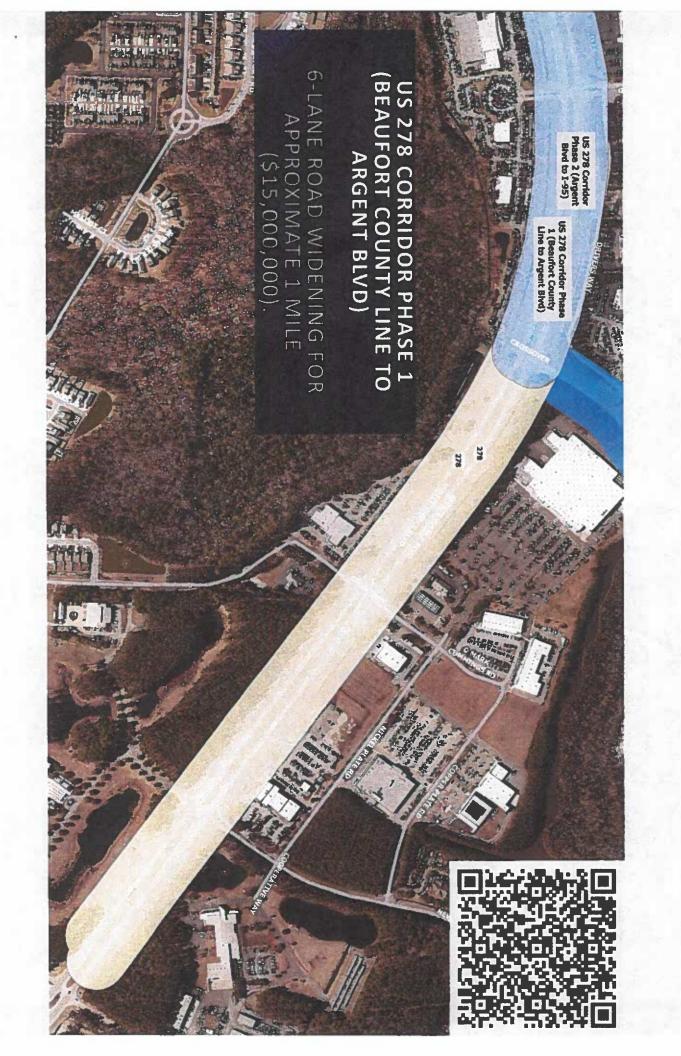
Citizens will be able to nominate projects for consideration. Example priorities include lands along the Savannah River, Broad River, connecting the ACE Basin to the Savannah Wildlife Refuge, and in the Euhaw District.

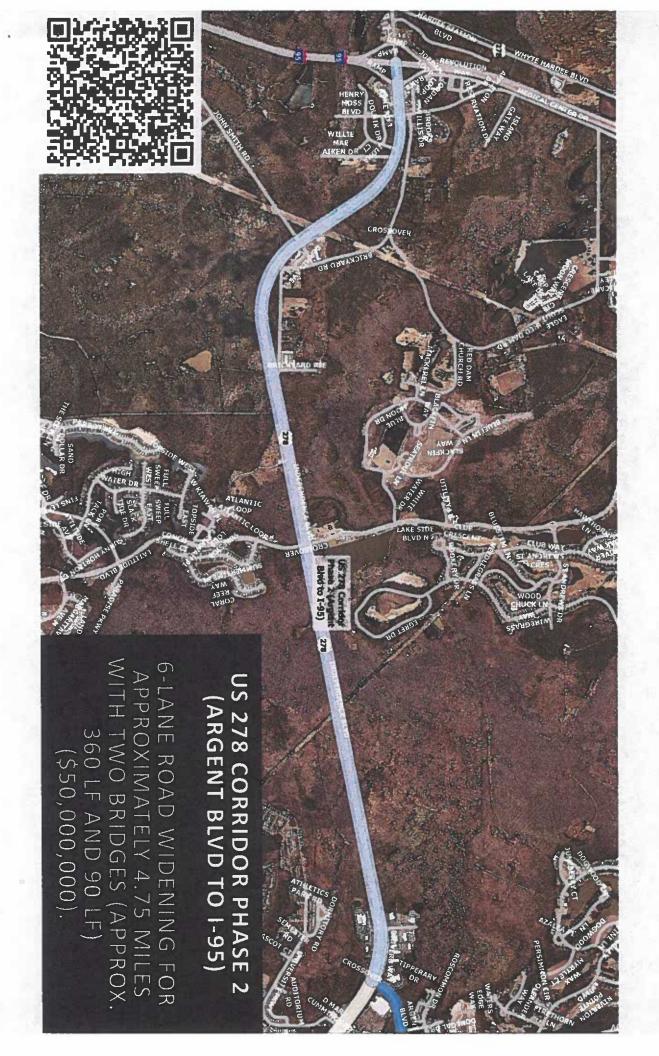


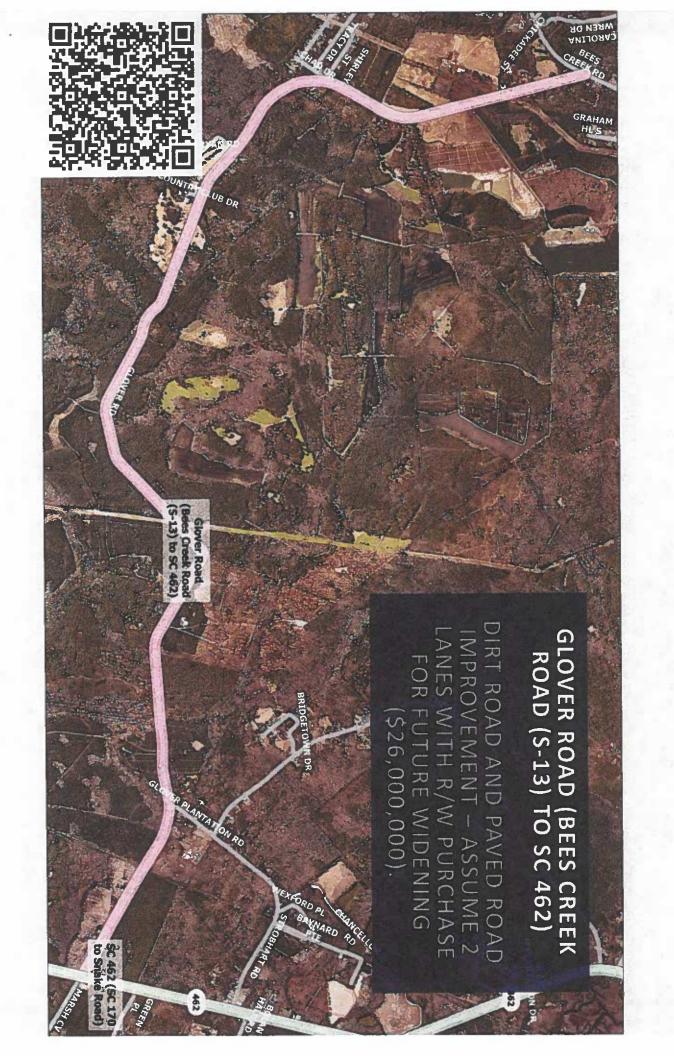
Want to learn more?

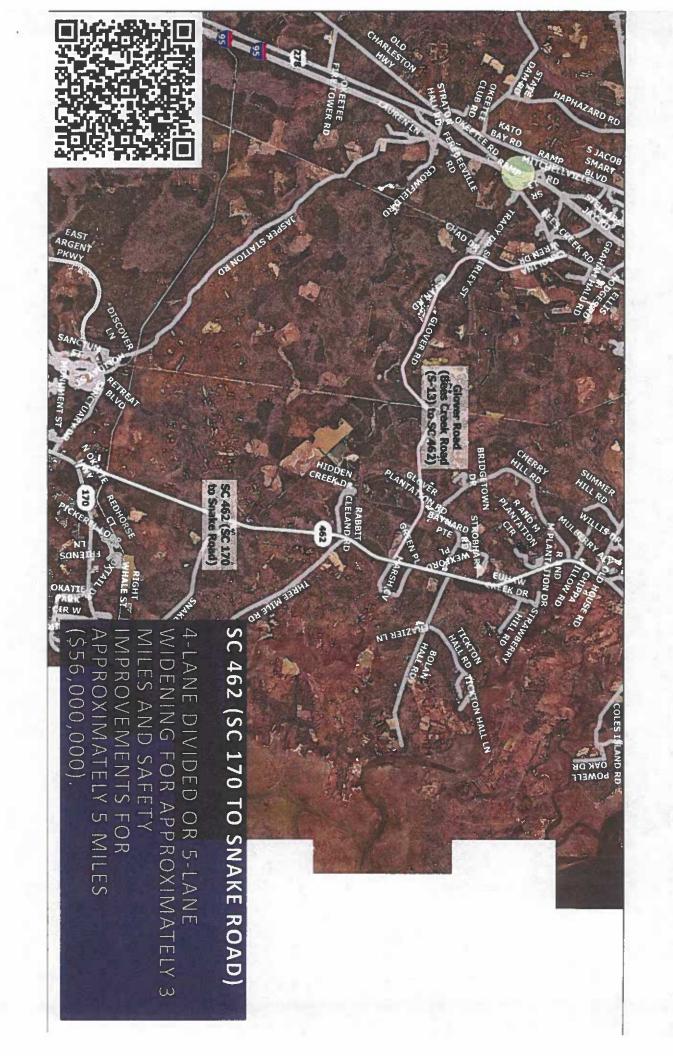
Scan here for additional project specific details, the prioritization process, and project oversight!

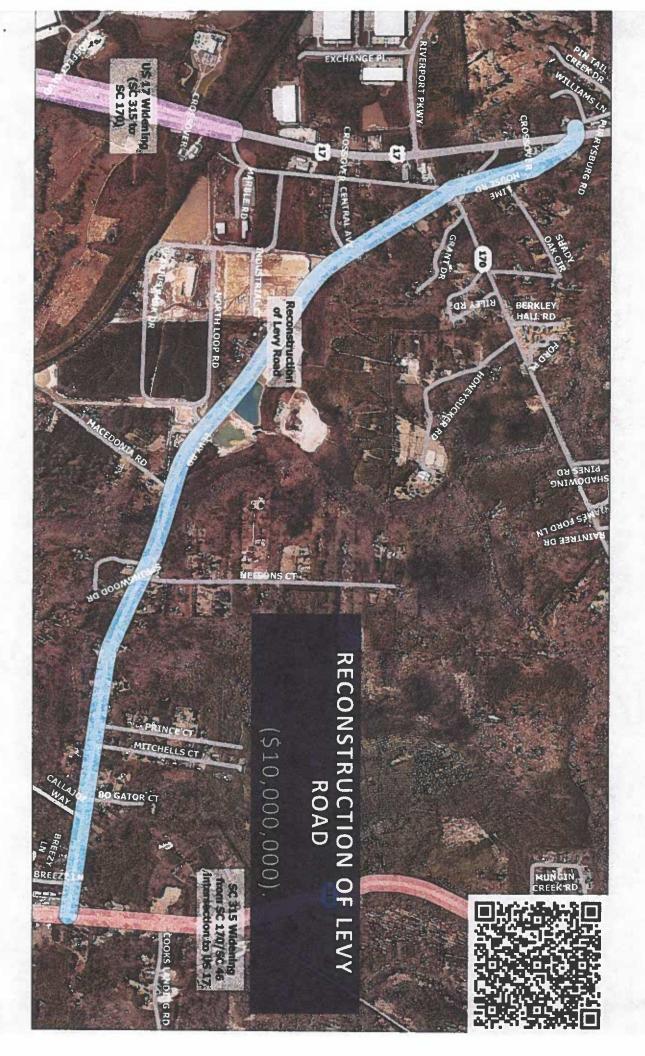




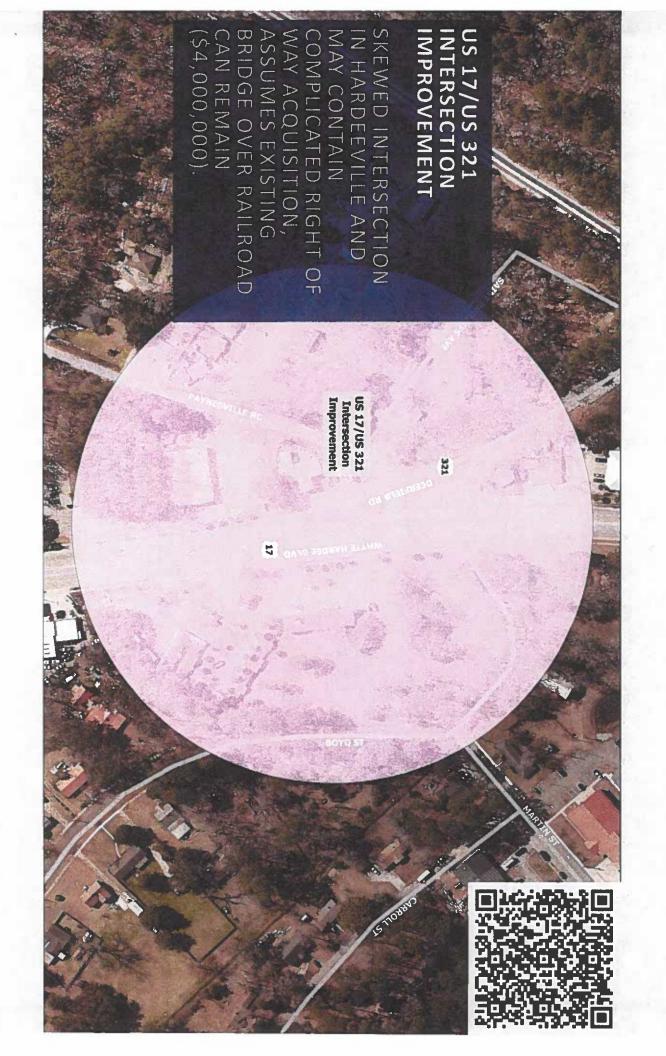


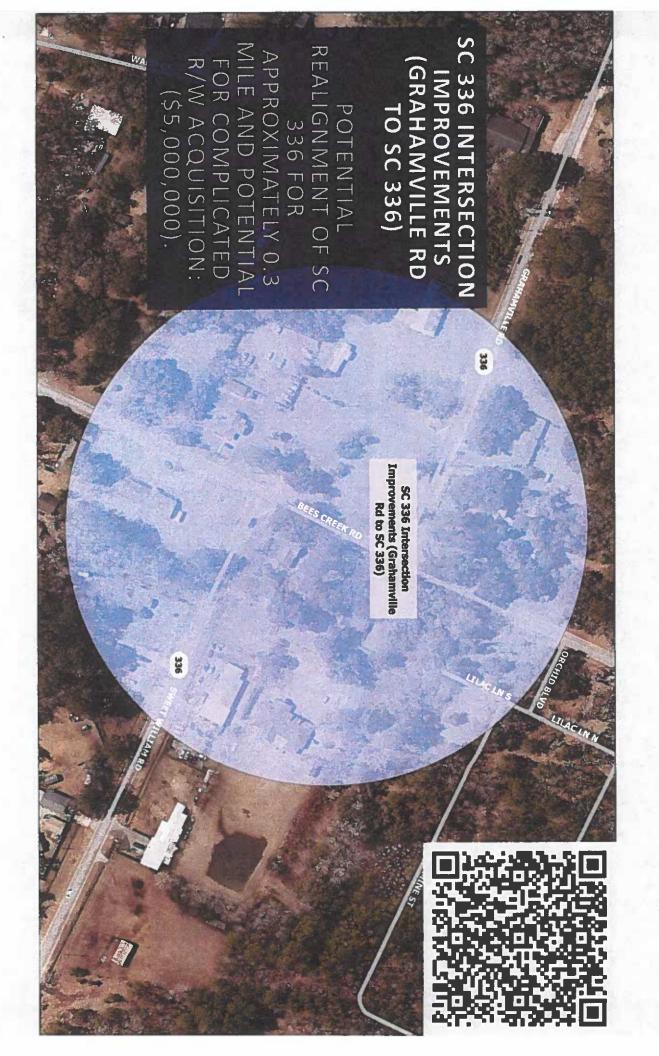


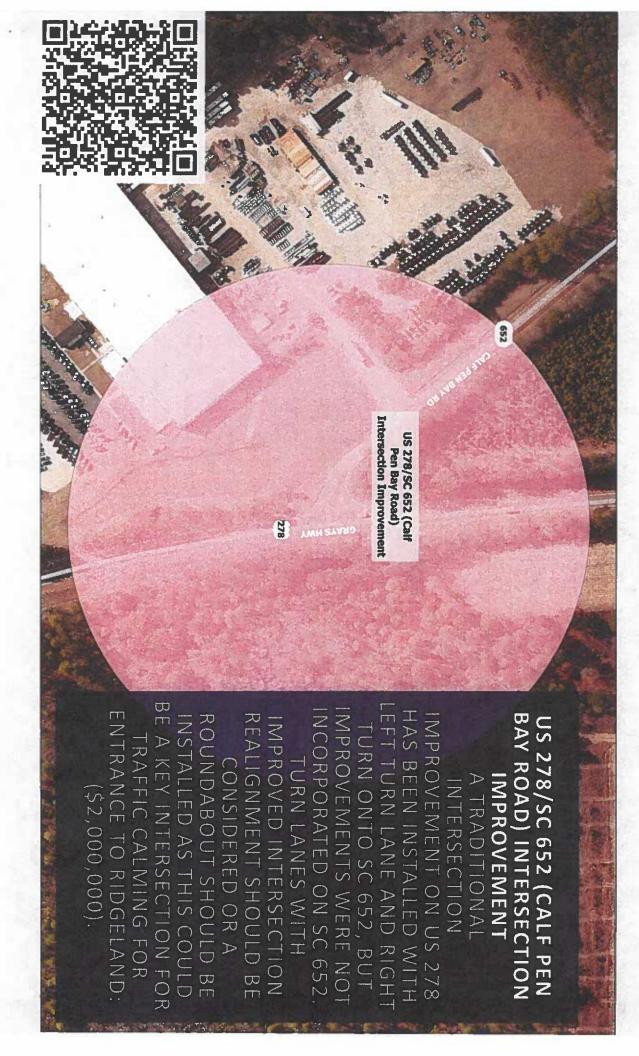


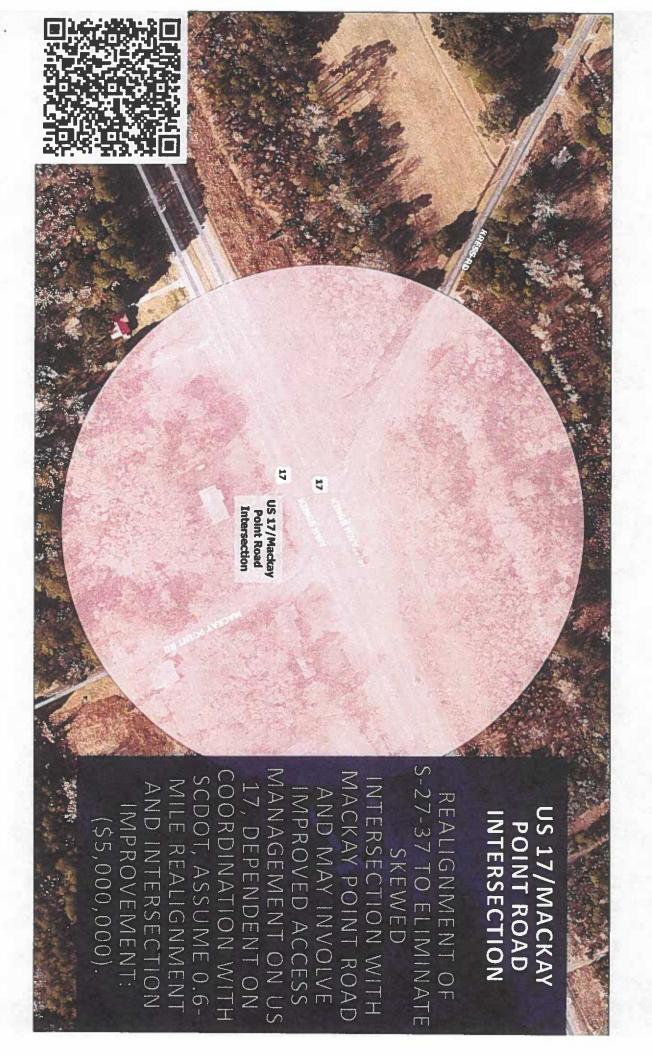


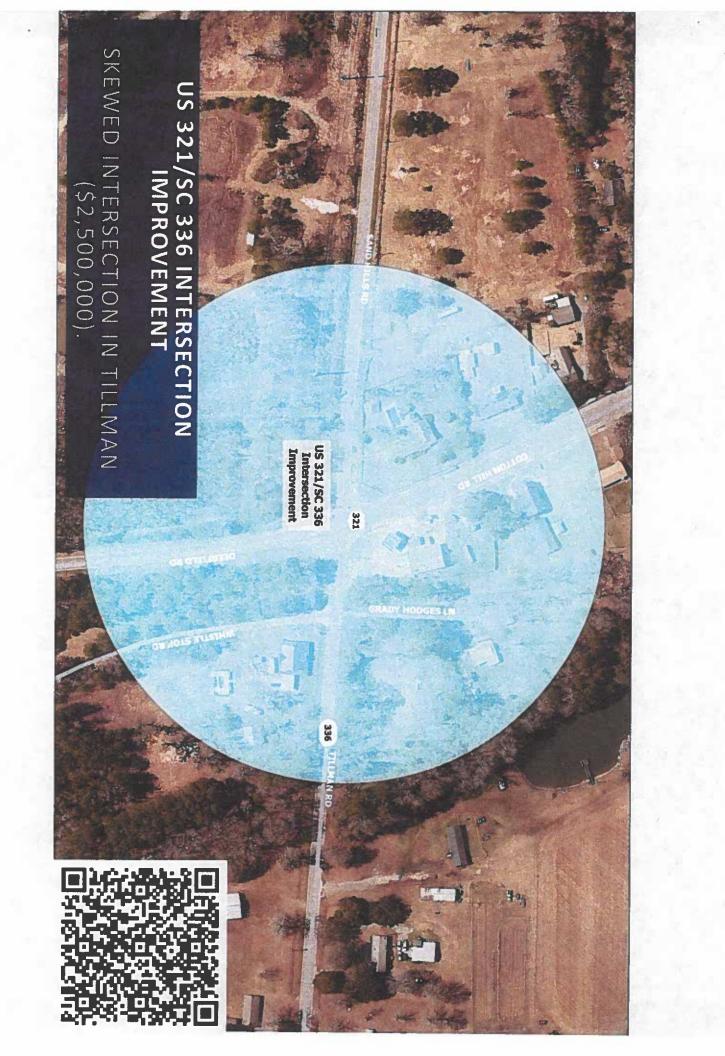




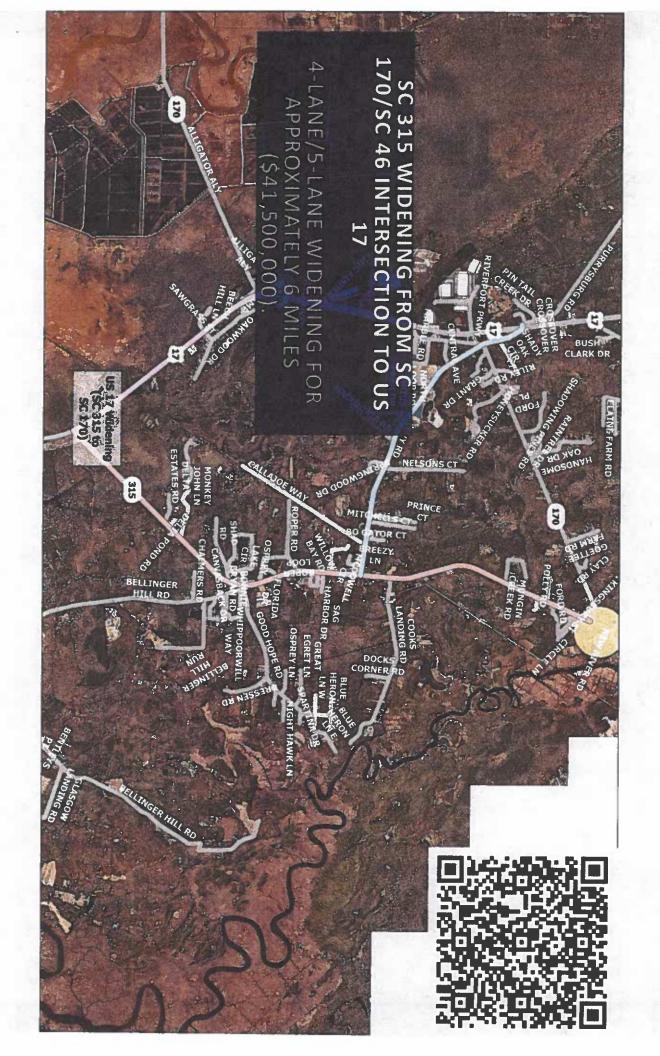


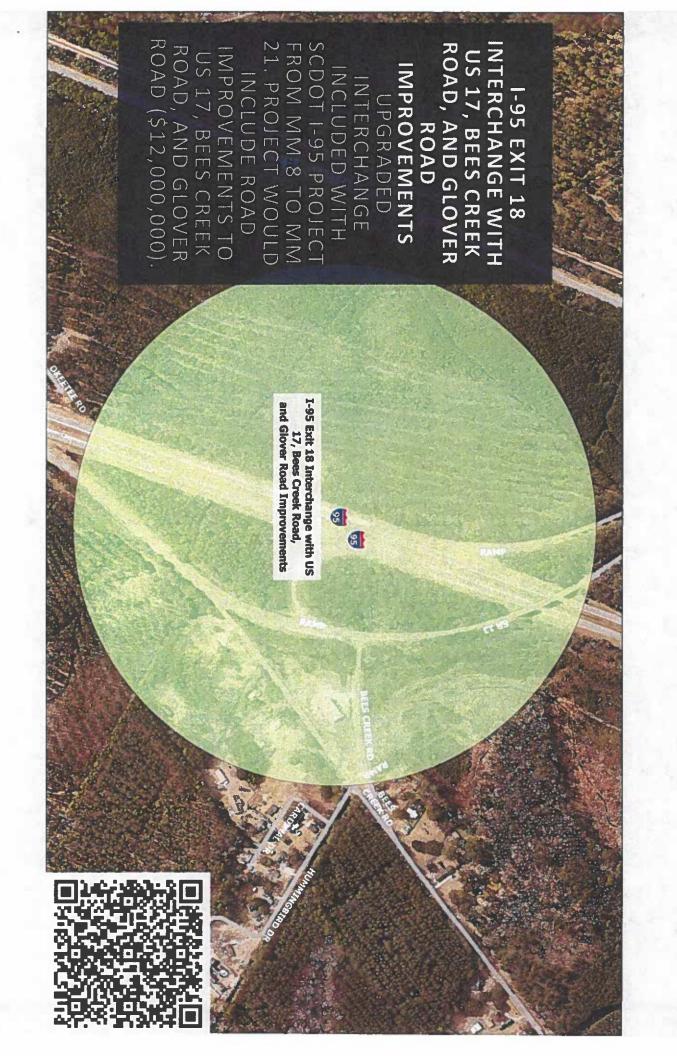


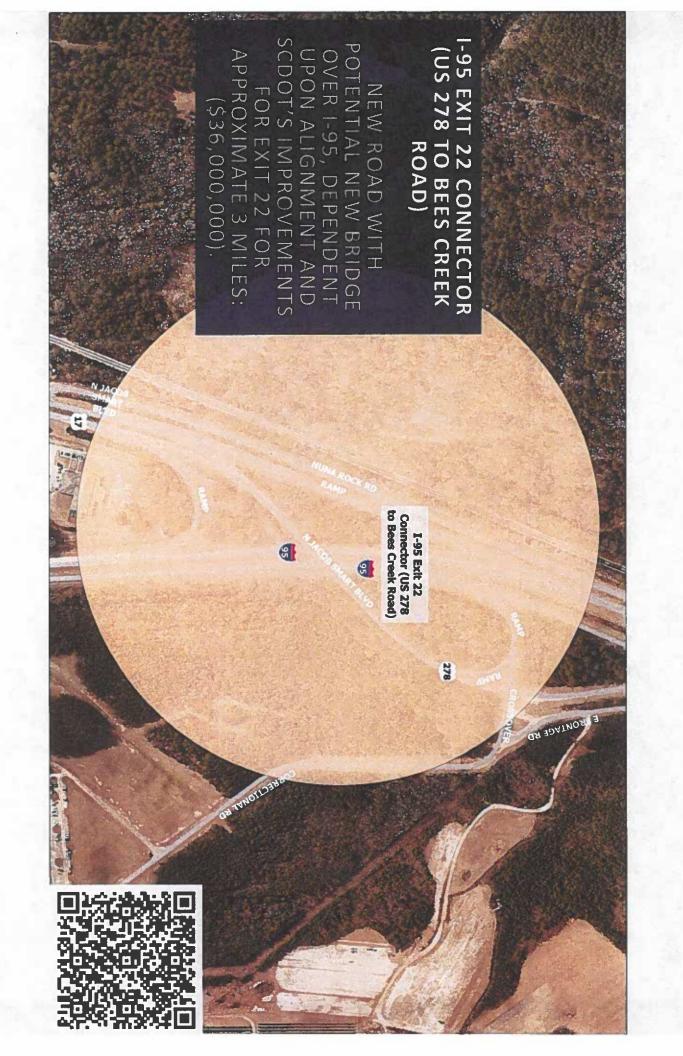














Jasper County, South Carolina RFQ #2025 - 03 Program Manager – Transportation Sales Tax Program

APPENDIX 2- Ordinance #0-2024-16

This document Ordinance #O-2024-16 is certified this 24th day of July, 2024 as a true and accurate copy of the records on file with the Clerk of Council's office for Jasper County, South Carolina

Wanda H. Giles, Clerk to Council

(Seal)



STATE OF SOUTH CAROLINA JASPER COUNTY



ORDINANCE #0-2024-16

ORDINANCE OF JASPER COUNTY COUNCIL

AN ORDINANCE TO LEVY AND IMPOSE A ONE PERCENT SALES AND USE TAX, SUBJECT TO A REFERENDUM, WITHIN JASPER COUNTY PURSUANT TO SECTION 4-37-30 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS TO DEFINE THE SPECIFIC PURPOSES AND DESIGNATE THE AMENDED: PROJECTS FOR WHICH THE PROCEEDS OF THE TAX MAY BE USED; TO PROVIDE THE MAXIMUM TIME FOR WHICH SUCH TAX MAY BE IMPOSED; TO PROVIDE THE ESTIMATED COST OF THE PROJECTS FUNDED FROM THE PROCEEDS OF THE TAX; TO PROVIDE FOR A COUNTY-WIDE REFERENDUM ON THE IMPOSITION OF THE SALES AND USE TAX AND THE ISSUANCE OF GENERAL OBLIGATION BONDS AND TO PRESCRIBE THE CONTENTS OF THE BALLOT QUESTIONS IN THE REFERENDUM; TO PROVIDE FOR THE CONDUCT OF THE REFERENDUM BY THE BOARD OF VOTER REGISTRATION AND ELECTIONS OF JASPER COUNTY; TO PROVIDE FOR THE ADMINISTRATION OF THE TAX, IF APPROVED; TO PROVIDE FOR THE PAYMENT OF THE TAX, IF APPROVED; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO.

BE IT ENACTED BY THE COUNTY COUNCIL OF JASPER COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

- Section 1. Recitals and Legislative Findings. As an incident to the enactment of this Ordinance, the County Council of Jasper County, South Carolina (the "County Council") makes the following findings:
- (a) The South Carolina General Assembly has enacted Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended (the "Act"), pursuant to which the county governing body may impose by ordinance a sales and use tax in an amount not to exceed one percent, subject to the favorable results of a referendum, within the county area for a specific purpose or purposes and for a limited amount of time to collect a limited amount of money.
- (b) Pursuant to the terms of Section 4-37-10 of the Code of Laws of South Carolina 1976, as amended, the South Carolina General Assembly has authorized county government to finance the costs of highways, roads, streets and bridges, greenbelt initiatives, and other transportation related projects either alone or in conjunction with other governmental entities. As a means to furthering the powers granted to the County under the provisions of Section 4-9-30 and Sections 6-21-10, et. seq of the Code of Laws of South Carolina 1976, as amended, the County Council is authorized to form a transportation authority or to enter into a partnership, consortium, or other contractual arrangement with one or more other governmental entities pursuant to Title 4,

Chapter 37 of the Code of Laws of the South Carolina 1976, as amended. The County Council has decided to provide funding for highways, roads, streets, bridges, greenbelts, and other transportation related projects without the complexity of a transportation authority or entering into a partnership, consortium, or other contractual arrangements with one or more other governmental entities at this time; provided that nothing herein shall preclude County Council from entering into partnerships, consortiums, or other contractual arrangements in the future. County Council may utilize such provisions in the future as necessary or convenient to promote the public purposes served by funding highways, roads, streets, bridges, greenbelts, and other transportation related facilities as provided in this Ordinance.

- (c) The County Council finds that a one percent (1%) sales and use tax should be levied and imposed within Jasper County for the following projects and purposes (including use as the local match for other funds to finance):
 - (i) For financing the costs of highways, roads, streets, bridges, and other transportation-related projects and facilities related thereto, including, but not limited to, drainage facilities related to highways, roads, streets, bridges, and other transportation related projects; and
 - (ii) For financing the costs of greenbelt initiatives (including, but not limited to, purchasing property for conservation, purchasing conservation easements, creating passive greenspace, creating active greenspace, protecting natural resources, protecting agricultural or heritage landscapes, and protecting scenic corridors) (collectively with the above-described projects and facilities, the "Projects");

for a period not to exceed 15 years from the date of initial imposition of such tax, to fund the Projects at an estimated capital cost of \$470,000,000 to be funded from the net proceeds of a sales and use tax imposed in Jasper County pursuant to provisions of the Act, subject to approval of the qualified electors of Jasper County in referendum to be held on November 5, 2024. The imposition of the sales and use tax and the use of sales and use tax revenue, if approved in the referendum, shall be subject to the conditions precedent and conditions or restrictions on the use and expenditure of sales and use tax revenue established by the Act, the provisions of this Ordinance, and other applicable law. Subject to annual appropriations by County Council, sales and use tax revenues shall be used for the costs of the Projects established in this Ordinance, as it may be amended from time to time, including, without limitation, payment of administrative costs of the Projects, and such sums as may be required in connection with the issuance of bonds, the proceeds of which are applied to pay costs of the projects. All spending shall be subject to an annual independent audit to be made available to the public, and an advisory committee consisting of the County Council Chairperson, the Mayor of Hardeeville, the Mayor of the Town of Ridgeland and the Chairperson of the Jasper County School District, shall be formed and annually assess the projects proposed for construction, provide a recommendation to County Council for the ranking of projects, and with the assistance of County staff, prepare a report of the progress on, and the status of each project for presentation to the local government councils. Any of the above listed committee members may designate an elected member of their council or board to serve in their stead.

(d) County Council finds that the imposition of a sales and use tax in Jasper County for the Projects and purposes defined in this Ordinance for a limited time not to exceed 15 (fifteen) years will serve a public purpose, provide funding for highways, roads, streets, bridges, greenbelts, and other transportation related projects, including, but not limited to, drainage facilities relating to the highways, roads, streets, bridges, and other transportation related projects, as provided in this Ordinance to facilitate economic development, promote public safety, provide needed infrastructure, promote desirable living conditions, enhance the quality of life in Jasper County, and promote public health and safety in the event of fire, emergency, and other dangers, and prepare the County Council to meet present and future needs of Jasper County and its citizens.

Section 2. Approval of Sales and Use Tax Subject to Referendum.

- (a) A sales and use tax (the "Sales and Use Tax"), as authorized by the Act, is hereby imposed in Jasper County, South Carolina, subject to a favorable vote of a majority of the qualified electors voting in a referendum on the imposition of the tax to be held in Jasper County, South Carolina on November 5, 2024.
- (b) The Sales and Use Tax shall be imposed for a period not to exceed fifteen (15) years from the date of imposition, ending on April 30, 2040.
- (c) The estimated capital cost of the Projects to be funded from the proceeds of the Sales and Use Tax in the aggregate is the sum of \$470,000,000, and the maximum amount of net proceeds to be raised by the tax shall not exceed the greater of either the costs of the Projects or the cost to amortize all debts related to the Projects. The estimated principal amount of authorization of bonds to be issued to pay costs of the Projects and to be paid by all or a portion of the Sales and Use Tax is \$150,000,000. All proceeds of the Sale and Use Tax and any bonds payable therefrom shall be held by the County until County Council has approved the allocation and expenditure of funds for the Projects or portions of Projects as further identified below.
- (d) The Sales and Use Tax shall be expended for the costs of the following described Projects, including payment of any sums as may be required for the issuance of and debt service for bonds, the proceeds of which are applied to pay costs of such Projects, for the following purposes:
 - (i) For financing the costs of highways, roads, streets, bridges, other transportation-related facilities and drainage facilities related thereto, and greenbelt initiatives (including, but not limited to, purchasing property for conservation, purchasing conservation easements, creating passive greenspace, creating active greenspace, protecting natural resources, protecting agricultural or heritage landscapes, and protecting scenic corridors), the following Projects at the estimated capital costs indicated, not to exceed in the aggregate \$470,000,000.00:

Projects and Estimated Capital Costs

- S-442 (Argent Boulevard) (from US 278 to SC 170): 4-lane divided or 5-lane widening with multi-use paths on both sides for approximately 3.8 miles and would be coordinated with the SC 170 Widening and Access Management project (\$57,000,000).
- US 278 Corridor Phase 1 (Beaufort County Line to Argent Blvd): 6-lane road widening for approximate 1 mile (\$15,000,000).
- US 278 Corridor Phase 2 (Argent Blvd to I-95): 6-lane road widening for approximately 4.75 miles with two bridges (approx. 360 LF and 90 LF) (\$50,000,000).
- SC 46/SC 170/SC 315 Intersection Improvements and Widening: assume 1 mile widening with intersection improvements at SC 46 and SC 170 to potentially combine into 1 intersection \$30,000,000).
- US 17/US 321 Intersection Improvement: skewed intersection in Hardeeville and may contain complicated right of way acquisition, assumes existing bridge over railroad can remain (\$4,000,000).
- US 17 Widening (SC 315 to SC 170): 4-lane divided widening for approximately 2 miles (\$24,000,000).
- SC 315 Widening from SC 170/SC 46 intersection to US 17: 4-lane/5-lane widening for approximately 6 miles (\$41,500,000).
- SC 336 Intersection Improvements (Grahamville Rd to SC 336): potential realignment of SC 336 for approximately 0.3 mile and potential for complicated R/W acquisition: (\$5,000,000).
- I-95 Exit 18 Interchange with US 17, Bees Creek Road, and Glover Road Improvements: Upgraded interchange included with SCDOT I-95 project from MM 8 to MM 21. Project would include road improvements to US 17, Bees Creek Road, and Glover Road (\$12,000,000).
- I-95 Exit 22 Connector (US 278 to Bees Creek Road): new road with potential new bridge over I-95, dependent upon alignment and SCDOT's improvements for Exit 22 for approximate 3 miles: (\$36,000,000).
- Glover Road (Bees Creek Road (S-13) to SC 462): Dirt road and paved road improvement assume 2 lanes with R/W purchase for future widening (\$26,000,000).
- US 278/SC 652 (Calf Pen Bay Road) Intersection Improvement: A traditional intersection improvement on US 278 has been installed with left turn lane and right turn onto SC 652, but improvements were not incorporated on SC 652. Turn lanes with improved intersection realignment should be considered or a roundabout should be installed as this could be a key intersection for traffic calming for entrance to Ridgeland: (\$2,000,000).

SC 462 (SC 170 to Snake Road): 4-lane divided or 5-lane widening for approximately 3 miles and safety improvements for approximately 5 miles (\$56,000,000).

US 17/Mackay Point Road Intersection: Realignment of S-27-37 to eliminate skewed intersection with Mackay Point Road and may involve improved access management on US 17, dependent on coordination with SCDOT, assume 0.6 mile realignment and intersection improvement: (\$5,000,000).

US 321/SC 336 Intersection Improvement: skewed intersection in Tillman (\$2,500,000).

Reconstruction of Levy Road: (\$10,000,000).

Greenbelt Initiatives: \$94,000,000 for financing greenbelt initiatives (including but not limited to, purchasing property for conservation, purchasing conservation easements, creating passive greenspace, creating active greenspace, protecting natural resources, protecting agricultural or heritage landscapes, and protecting scenic corridors).

- 2.4 The Sales and Use Tax shall be expended for financing (including use as the local match for other funds to finance) the costs of highways, roads, streets, bridges, greenbelts, and other transportation-related projects facilities, and drainage facilities related thereto, including payment of any sums as may be required for the issuance of and debt service for bonds, the proceeds of which are applied to such projects.
- 2.5 If the Sales and Use Tax is approved by a majority of the qualified electors voting in a referendum to be held in Jasper County on November 5, 2024, the tax is to be imposed on the first day of May, 2025, provided the Board of Voter Registration and Elections of Jasper County shall certify the results not later than November 30, 2024, to Jasper County Council and the South Carolina Department of Revenue. Included in the certification must be the maximum cost of the Projects to be funded in whole or in part from the proceeds of the tax, the maximum time specified for the imposition of the tax, and the principal amount of initial authorization of bonds, if any, to be supported by a portion of the tax.
- 2.6 The Sales and Use Tax, if approved in the referendum conducted on November 5, 2024, shall terminate on the earlier of:
 - (1) on April 30, 2040; or
 - (2) the end of the calendar month during which the Department of Revenue determines that the tax has raised revenues sufficient to provide the greater of either the costs of the Projects as approved in the referendum or the cost to amortize all debts related to the approved Projects.
- 2.7 Amounts of Sales and Use Tax collected in excess of the required proceeds must first be applied, if necessary, to complete each Project for which the tax was imposed. Any

additional revenue collected above the specified amount must be applied to the reduction of debt principal of Jasper County on transportation infrastructure debts only.

- 2.8 The Sales and Use Tax must be administered and collected by the South Carolina Department of Revenue in the same manner that other sales and use taxes are collected. The Department may prescribe amounts that may be added to the sales price because of the tax.
- 2.9 The Sales and Use Tax is in addition to all other local sales and use taxes and applies to the gross proceeds of sales in the applicable area that is subject to the tax imposed by Chapter 36 of Title 12 of the Code of Laws of South Carolina, and the enforcement provisions of Chapter 54 of Title 12 of the Code of Laws of South Carolina. The gross proceeds of the sale of items subject to a maximum tax in Chapter 36 of Title 12 of the Code of Laws of South Carolina are exempt from the tax imposed by this Ordinance. The gross proceeds of the sale of food lawfully purchased with United States Department of Agriculture Food Stamps are exempt from the tax imposed by this Ordinance. The tax imposed by this Ordinance also applies to tangible property subject to the use tax in Article 13, Chapter 36 of Title 12 of the Code of Laws of South Carolina.
- 2.10 Taxpayers required to remit taxes under Article 13, Chapter 36 of Title 12 of the Code of Laws of South Carolina must identify the county in which the personal property purchased at retail is stored, used, or consumed in this State.
- 2.11 Utilities are required to report sales in the county in which the consumption of the tangible personal property occurs.
- 2.12 A taxpayer subject to the tax imposed by §12-36-920 of the Code of Laws of South Carolina 1976, as amended, who owns or manages rental units in more than one county must report separately in his sales tax return the total gross proceeds from business done in each county.
- 2.13 The gross proceeds of sales of tangible personal property delivered after the imposition date of the Sales and Use Tax, either under the terms of a construction contract executed before the imposition date, or written bid submitted before the imposition date, culminating in a construction contract entered into before or after the imposition date, are exempt from the sales and use tax provided in this ordinance if a verified copy of the contract is filed with Department of Revenue within six months after the imposition date of the sales and use tax provided for in this Ordinance.
- 2.14 Notwithstanding the imposition date of the Sales and Use Tax with respect to services that are billed regularly on a monthly basis, the sales and use tax authorized pursuant to this ordinance is imposed beginning on the first day of the billing period beginning on or after the imposition date.

Section 3. Remission of Sales and Use Tax; Segregation of Funds; Administration of Funds; Distribution to Counties: Confidentially.

3.1 The revenues of the Sales and Use Tax collected under this Ordinance must be remitted to the State Treasurer and credited to a fund separate and distinct from the general fund

of the State. After deducting the amount of any refunds made and costs to the Department of Revenue of administering the tax, not to exceed one percent of such revenues, the State Treasurer shall distribute the revenues and all interest earned on the revenues on deposit with him quarterly to the Jasper County Treasurer and the revenues and interest earnings must be used only for the purposes stated herein. The State Treasurer may correct misallocations by adjusting later distributions, but these adjustments must be made in the same fiscal year as the misallocation. However, allocations made as a result of city or county code errors must be corrected prospectively.

3.2 The Department of Revenue shall furnish data to the State Treasurer and to the Jasper County Treasurer for the purpose of calculating distributions and estimating revenues. The information which must be supplied to the County upon request includes, but is not limited to, gross receipts, net taxable sales, and tax liability by taxpayers.

Section 4. Sales and Use Tax Referendum; Ballot Question.

- 4.1 The Board of Voter Registration and Elections of Jasper County shall conduct a referendum on the question of imposing the Sales and Use Tax in the area of Jasper County on Tuesday, November 5, 2024, between the hours of 7 a.m. and 7 p.m. under the election laws of the State of South Carolina, mutatis mutandis. The Board of Voter Registration and Elections of Jasper County shall publish the date and purpose of the referendum once a week for four consecutive weeks immediately preceding the date of the referendum in a newspaper of general circulation in Jasper County, and shall publish such additional election and other notices as are required by law.
- 4.2 The referendum question to be on the ballot of the referendum to be held in Jasper County on November 5, 2024, must read substantially as follows:

JASPER COUNTY SPECIAL SALES AND USE TAX

QUESTION 1

I approve a special sales and use tax in the amount of one percent (1%) to be imposed in Jasper County for not more than fifteen (15) years to fund the following projects:

Projects:

Project (1) Using eighty percent (80%) of the referenced tax financing the costs of highways, roads, streets, bridges, and other transportation-related projects, including drainage facilities related thereto: \$376,000,000.

Project (2) Using twenty percent (20%) of the referenced tax for financing the costs of greenbelt projects (including but not limited to, purchasing property for conservation, purchasing conservation easements, creating passive greenspace, creating active greenspace, protecting natural resources, protecting agricultural or heritage landscapes, and protecting scenic corridors): \$94,000,000.

YES	
NO	

Instructions to Voters:

All qualified electors desiring to vote in favor of levying the special sales and use tax shall vote "YES;" and

All qualified electors opposed to levying the special sales and use tax shall vote "NO."

OUESTION 2

I approve the issuance of not exceeding \$150,000,000 of general obligation bonds of Jasper County, payable from the special sales and use tax described in Question 1 above, maturing over a period not to exceed 15 years, to fund any of the projects from among the categories described in Question 1 above.

YES	
NO	_

Instructions to Voters:

All qualified electors desiring to vote in favor of the issuance of bonds for the stated purposes shall vote "YES;" and

All qualified electors opposed to the issuance of bonds for the stated purposes shall vote "NO."

4.3 In the referendum on the imposition of a special sales and use tax in Jasper County, all qualified electors desiring to vote in favor of imposing the tax for the stated purposes shall vote "yes" and all qualified electors opposed to levying the tax shall vote "no". If a majority of the

electors voting in the referendum shall vote in favor of imposing the tax, then the tax is imposed as provided in the Act and this Ordinance. Expenses of the referendum must be paid by Jasper County government.

4.4 In the referendum on the issuance of bonds, all qualified electors desiring to vote in favor of the issuance of bonds for the stated purpose shall vote "yes" and all qualified electors opposed to the issuance of bonds shall vote "no". If a majority of the electors voting in the referendum shall vote in favor of the issuance of bonds, then the issuance of bonds shall be authorized in accordance with S.C. Constitution Article X, Section 14, Paragraph (6). Expenses of the referendum must be paid by Jasper County government.

Section 5. Imposition of Tax Subject to Referendum.

The imposition of the Sales and Use Tax in Jasper County is subject in all respects to the favorable vote of a majority of qualified electors casting votes in a referendum on the question of imposing a sales and use tax in the area of Jasper County in a referendum to be conducted by the Board of Voter Registration and Elections of Jasper County on November 5, 2024, and the favorable vote of a majority of the qualified electors voting in such referendum shall be a condition precedent to the imposition of a sales and use tax pursuant to the provisions of this Ordinance.

Section 6. <u>Miscellaneous</u>.

- (a) If any one or more of the provisions or portions hereof are determined by a court of competent jurisdiction to be contrary to law, then that provision or portion shall be deemed severable from the remaining terms or portions hereof and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance; if any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied to any particular case in any jurisdiction or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, those circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever; provided, however, that the Sales and Use Tax may not be imposed without the favorable results of the referendum to be held on November 5, 2024.
- (b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina, and all suits and actions arising out of or with respect to this Ordinance shall be instituted only in a court of competent jurisdiction in the State of South Carolina.
- (c) The headings or titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this Ordinance.
- (d) This Ordinance shall take effect immediately upon approval following third reading.

All previous ordinances regarding the same subject matter as this Ordinance are hereby repealed.

(SEAL)

JASPER COUNTY COUNCIL

anda H. Giles, Clerk of Council

First Reading:

May 6, 2024

Second Reading:

July 15, 2024

Public Reading:

June 24, 2024

Continuation of Public Hearing:

July 15, 2024

Third Reading:

July 24, 2024

traft-maship by the Jasper County Attorney.

EXHIBIT B-2



April 30, 2025

Jasper County Selection Committee Kimberly Burgess, Procurement Officer 358 Third Avenue, Suite 304 Ridgeland, SC 29936 Infrastructure Consulting & Engineering RFQ - Statement of Qualifications as Submitted on 4/30/25

Re: RFQ #2025-03 | Program Manager - Transportation Sales Tax Program

Dear Members of the Selection Committee,

At **Infrastructure Consulting & Engineering, LLC (ICE)**, we understand what it takes to deliver a program of this size, complexity, and importance. The voter-approved Transportation Sales Tax Program represents a major investment in Jasper County's future and requires a program manager with experience, structure, and local presence and understanding to make it successful. ICE is proud to submit our Statement of Qualifications (SOQ) to serve that role.

Over the past decade, ICE has successfully managed **voter-approved transportation programs across South Carolina**, including Berkeley, Charleston, and Lancaster Counties. We understand how to coordinate with SCDOT, build and maintain public trust, and keep dozens of projects moving forward while aligned under one cohesive plan. We know the pitfalls to avoid, the steps to streamline, and the tools required to deliver transparent, efficient progress to your council and voters.

Leading our efforts for Jasper County will be **Jeff Buckalew**, **PE**, a highly experienced program manager with over 35 years in civil engineering, including 15 years serving as the Town Engineer for Hilton Head Island. During his tenure, Jeff oversaw hundreds of infrastructure projects, managed capital improvement programs, and coordinated closely with municipal leadership, SCDOT, and the public. His background combines hands-on technical expertise with strategic program oversight — skills essential to guiding a multi-year transportation sales tax program. Jeff's leadership ensures that Jasper County will have a program manager who understands the challenges of local government infrastructure delivery and is committed to serving as a trusted extension of County staff.

With multiple road widenings, safety improvements, key intersection upgrades, and phased construction across several years, ICE understands this program demands **discipline**, **communication**, **and a close working partnership with County staff**. These are exactly the types of projects ICE has built its reputation on.

While this may be ICE's first proposal to serve Jasper County, we've already supported Construction Engineering & Inspection (CEI) services in the region and are preparing to open an office in Jasper County to support our growing work in the area.

Most recently, SCDOT selected ICE to lead the Construction Management and Inspection for its largestever bid-build project: the I-95 widening from MM 0 to MM 8, including replacement of the bridges over the Savannah River and two interchanges. In addition, the City of Hardeeville has recently selected ICE for on-call civil engineering services. This continued trust underscores our proven ability to manage high-profile, mission-critical work and deliver results.

As Program Manager, ICE will provide Jasper County with:

- ▶ **Transparent Oversight:** Establishing a tailored Program Management Plan, with real-time tracking and clear communication from kick off through completion.
- ▶ **Schedule Discipline:** Coordinating all phases–planning, permitting, right-of-way, design, and construction–to stay ahead of delays and keep projects moving forward.
- ▶ **Budget Control:** Aligning cost and timelines through careful forecasting, risk management, and funding strategy support.
- ▶ **Stakeholder Engagement:** Supporting the County's public outreach efforts and working closely with SCDOT, municipalities, and the community to ensure consistent coordination.
- ▶ **Technical and Regulatory Expertise:** Applying SCDOT LPA standards, procurement compliance, and construction management insight to deliver each project smoothly and compliantly.

ICE brings a full-service, in-house team across planning, engineering, environmental services, and construction management – ready to serve as an extension of County staff. We've led similar programs from start to finish and understand the day-to-day accountability, documentation, and problem-solving it takes to keep a long-term program on track.

We understand the significance and trust placed in this program by Jasper County residents. ICE is prepared to honor that trust by delivering a **clear**, **disciplined**, **and results-driven approach** that benefits the entire community.

WHY ICE?

- ▶ Local Insight, Regional Strength: With South Carolina-based leadership and an upcoming office in Jasper County, as well as offices in Bluffton and Beaufort, ICE offers both responsiveness and depth. The ICE headquarters is located in West Columbia, a short drive from SCDOT headquarters.
- ▶ **Proven Program Management:** We've led successful sales tax programs and understand how to manage large capital efforts across multiple agencies.
- ▶ Transparent, Trusted Results: We know how to maintain voter confidence by ensuring accountability, clear communication, and project updates from day one.

We welcome the opportunity to support Jasper County in delivering this generational investment – and would be honored to serve as your Program Manager. Please do not hesitate to contact myself or Jeff Buckalew, PE, at jeff.buckalew@ice-eng.com or 843-485-3560 with any questions.

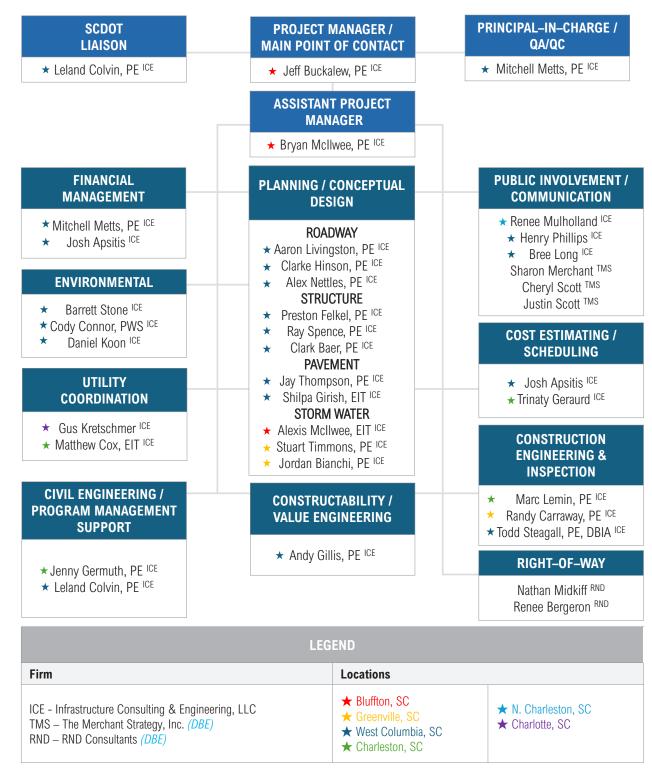
Sincerely, /

Mitchell Metts, PE | Principal-in-Charge mitchell.metts@ice-eng.com | 804-726-6754 Infrastructure Consulting & Engineering, LLC

Project Team

ORGANIZATIONAL CHART





Professional **RESUMES**



Jeff Buckalew, PE PROJECT MANAGER | MAIN POINT OF CONTACT

Bluffton, SC | 36 years of infrastructure leadership | 2 years with ICE jeff.buckalew@ice-eng.com | 843-485-3560

PE: South Carolina #20448

BS, Civil Engineering – WVU Institute of Technology

ROLE ON THE JASPER COUNTY PROGRAM

As the Project Manager, Jeff will serve as the day-to-day lead and the main point of contact for Jasper County-responsible for overseeing the entire Jasper County Sales Tax Program and coordinating all technical, financial, and stakeholder aspects. He will guide the creation of the Program Management Plan (PMP), lead coordination with SCDOT and utility providers, and work closely with County departments, consultants, and the public to keep all projects on schedule and within scope.

Jeff brings decades of relevant experience dealing with public projects and elected officials, managing multidisciplinary infrastructure programs/projects, and will ensure that Jasper County's priorities – transparency, timely delivery, and meaningful community input – remain front and center.

AREAS OF EXPERTISE

- Program & Capital Project Management
- Roadway & Multimodal Corridor Improvements
- StakeholdersEngagement& PublicCommunication
- ADA Compliance, Streetscaping, & Resiliency Design
- Right-of-Way, Utility,
 Environmental
 Coordination
- Construction Oversight & Budget Management

RELEVANT PROJECT EXPERIENCE

Main Street Resiliency & Streetscape – Town of Summerville, SC: Project Manager for corridor design and construction involving road diet, utility relocation, drainage upgrades, offset pathways, lighting, and wayfinding. Leads concept development, permitting, and contractor coordination.

ADA Compliance Sidewalks – Town of Bluffton, SC: Managed planning, design, permitting, and construction for pedestrian safety and ADA upgrades at 30 locations. Demonstrated his detailed approach to safety, compliance, and municipal coordination.

Mitchelville Dirt Road Paving – Hilton Head Island, SC: Oversaw conversion of a dirt road to a pervious asphalt surface with an offset multi-use pathway and green infrastructure features. Led design and permitting in a residential context with environmental considerations.

US 278 Multimodal Improvements – Shelter Cove Area – Hilton Head Island, SC: Managed safety upgrades for motorists, bicyclists, and pedestrians. Integrated traffic calming, pervious pathways, and signal upgrades while minimizing utility impacts and preserving heritage trees.

Coligny Area Road & Drainage Improvements – Hilton Head Island, SC: Oversaw design and construction on a SCDOT-Town partnership corridor. Managed stakeholder engagement, utility coordination, permitting, ROW acquisition, and construction.



Mitchell Metts, PE PRINCIPAL-IN-CHARGE | QA / QC

West Columbia, SC | 34 years of experience | 10 years with ICE mitchell.metts@ice-eng.com | 803-726-6754

PE: South Carolina #17637

BS, Civil Engineering – Clemson University

ROLE ON THE JASPER COUNTY PROGRAM

As Principal-in-Charge and QA/QC, Mitchell will provide high-level program leadership and quality assurance for the Jasper County Transportation Sales Tax Program. Mitchell brings more than 30 years of experience managing large-scale transportation programs and previously served as SCDOT's Director of Preconstruction, overseeing more than \$500 million in project delivery annually. His role on this program includes overseeing quality control processes, financial oversight, and coordination with Jasper County leadership to ensure fiscal discipline and technical excellence across all projects.

AREAS OF EXPERTISE

- ► Program Management & Strategic Oversight
- ► Financial Management & Cost Control
- QA/QC Review & Design Coordination
- ► LPA & SCDOT Permitting Strategy
- Public Involvement & Agency Coordination
- Multimodal & Corridor Program Delivery

RELEVANT PROJECT EXPERIENCE

Berkeley County Transportation Sales Tax Program – Berkeley County, SC: Provides financial, programmatic, and QA/QC oversight across major corridor projects, local paving, intersection upgrades, and CEI activities under a multi-phase sales tax-funded program.

US 17 / Main Road Interchange & Widening – Charleston County, SC: Leads coordination between Charleston County, SCDOT, and federal agencies to deliver complex improvements including a grade-separated interchange, bridge replacement, and multi-use path development.

Clements Ferry Road Widening – Phase II – Berkeley County, SC: Oversaw design reviews, permitting, funding eligibility, and interagency coordination for this 4.5-mile capacity project, including cash flow modeling and bridge construction.

Bridgeway Station Pedestrian Bridge – Greenville County, SC: Served as liaison to SCDOT and project developer during the design of a new pedestrian span over I-385, coordinating design exceptions and agency approvals.

Mary Ann Point Road / Main Road Safety Audit – Charleston County, SC: Directed a Road Safety Audit and stakeholder engagement process for a historically high-crash intersection; provided improvement recommendations.



Leland Colvin, PE SCDOTLIAISON | PROJECT MANAGEMENT SUPPORT

West Columbia, SC | 30 years of experience | 2 years with ICE leland.colvin@ice-eng.com | 803-429-3352 PE: South Carolina #20218, DBIA Professional, Certified Public Manager BS, Civil Engineering – University of South Carolina

ROLE ON THE JASPER COUNTY PROGRAM

Leland serves as ICE's SCDOT Liaison and senior advisor for project management and civil engineering support. With 28 years of leadership experience at SCDOT — including roles as **Deputy Secretary for Engineering, Chief Engineer for Project Delivery, Director of Construction** and **Program Manager for the Charleston Region** — Leland brings unmatched insight into SCDOT's permitting, regulatory compliance, design criteria, and statewide transportation priorities. On this program, he will assist in navigating agency approvals, troubleshooting bottlenecks, and aligning local projects with state and federal requirements. He serves as a key resource for ensuring project delivery stays on schedule and fully compliant.

AREAS OF EXPERTISE

- SCDOT Standards, Compliance & QA/ OC
- Statewide Transportation Program Oversight
- Program/Project Oversight
- Multi-Agency Project Delivery
- Civil Engineering & Interstate Corridor Design
- Strategic PlanningStakeholderEngagement
- Utility & ROW Coordination

RELEVANT PROJECT EXPERIENCE

SCDOT 10-Year Transportation Plan – Statewide, SC: Oversaw the implementation of SCDOT's 10-Year Plan initiative associated with the passage of the 2017 Roads Bill. This included the design, environmental/permitting, right-of-way, and construction. The four components of the 10-Year Plan included Resurfacing, Bridges, Rural Road Safety Program, and Interstate Program. Under his leadership, the construction program at SCDOT grew from \$1 Billion to \$5.5 Billion meeting the initial 10-year plan targets set by the SCDOT Commission.

I-77 / SC 160 Interchange – York County, SC: Led design oversight for this innovative offset-direction interchange — the first of its kind in South Carolina — reducing left-turn conflicts and congestion. The project widened one mile of SC 160 to enhance access from US 21 to Pleasant Road.

US 17 Widening – I-526 to SC 517 – Charleston County, SC: Oversaw design, ROW acquisition, and permitting for a 2.5-mile corridor widening. Led stakeholder engagement to address complex impacts to historical sites, churches, and businesses.

I-26 / Ashley Phosphate Interchange & Widening – Charleston County, SC: Managed environmental permitting, design coordination, and ROW strategy for a 5.5-mile corridor widening and major interchange reconstruction including railroad coordination.

I-520 / Palmetto Parkway Phase II – Aiken County, SC: Directed all aspects of construction for a 5.5-mile new interstate corridor with five interchanges, a terminal connection to I-20, and a separated multi-use path.



Bryan McIlwee, PE ASSISTANT PROJECT MANAGER

Bluffton, SC | 24 years of experience | 1 year with ICE bryan.mcilwee@ice-eng.com | 854-529-9446

PE: South Carolina #26457

BS, Civil and Environmental Engineering – Virginia Tech

ROLE ON THE JASPER COUNTY PROGRAM

As Assistant Project Manager, Bryan will support the day-to-day coordination, technical oversight, and stakeholder engagement across all phases of the Transportation Sales Tax Program. Working closely with Project Manager Jeff, Bryan will help manage the schedule, integrate public feedback into early project planning, and oversee coordination among subconsultants, design teams, and permitting agencies.

With a strong background in both municipal engineering and capital project delivery, Bryan offers deep insight into the unique needs of South Carolina's coastal communities — particularly when it comes to streetscaping, stormwater infrastructure, and context-sensitive roadway improvements.

AREAS OF EXPERTISE

Civil Engineering & Design

- Project Management for Local Government
- Coastal Drainage & Resiliency
- Multi-use PathwaysStreetscapes
- Stormwater Permitting (SCDHEC, SCDOT, County)
- Hydrology & Hyraulic Modeling (XP_ SWMM)

RELEVANT PROJECT EXPERIENCE

Dr. Mellichamp Drive Streetscape & Drainage Improvements – Bluffton, SC: Led design, permitting, and construction oversight for a revitalized commercial corridor featuring pervious parking, stormwater upgrades, pedestrian enhancements, lighting, and landscaping.

May River Road Streetscape Improvements – Bluffton, SC: Managed full delivery of this gateway corridor improvement. The project added pervious parking, new sidewalks, drainage infrastructure, and enhanced streetscaping along a high-visibility route.

Bridge Street Streetscape Improvements – Bluffton, SC: Oversaw design of streetscape improvements to a major collector, including parking, pedestrian access, storm drainage, and aesthetic elements.

Myrtle & Hickory Lane Road & Drainage Improvements – Hilton Head Island, SC: Managed conversion of private beach roads to public infrastructure with new pavement sections, storm drainage systems, and ROW coordination.

Gardner Drive Pathway & Drainage – Hilton Head Island, SC: Designed a multi-use pathway with stormwater improvements, permitting coordination, and a timber bridge connector for school and community access.

Stormwater Inventory & Modeling – Hilton Head Island, SC: Managed hydrologic and hydraulic modeling and GIS-based inventory efforts from 2008 to 2016 as part of the Town's stormwater management program.

Lafayette Major Drainageway Plan Study – Lafayette, CO: As Project Manager, led a flood hazard and stormwater resiliency study across a 5.65-square-mile area to develop alternatives and enhance safety, water quality, and community aesthetics.



Alexis McIlwee, EIT

WATER RESOURCE ENGINEER / PROJECT MANAGEMENT SUPPORT

Bluffton, SC | 9 years of experience | 1 year with ICE alexis.mcilwee@ice-eng.com | 854-529-9434

EIT: South Carolina #22318

BS, Environmental Engineering – Michigan Technological University

ROLE ON THE JASPER COUNTY PROGRAM

Alexis supports the Jasper County Transportation Sales Tax Program as a Water Resource Engineer focused on stormwater management and local project coordination. With nearly a decade of multidisciplinary experience in stormwater modeling, drainage infrastructure design, urban planning, and municipal project delivery, she offers strong technical and planning support during the scoping, pre-design, and permitting stages. Alexis's experience with government agencies—including project management roles at the Town of Hilton Head Island—enhances the team's ability to respond to complex site constraints and regulatory expectations.

AREAS OF EXPERTISE

Stormwater Modeling& Drainainge Design

- Urban & Spatial Planning
- Civil Site DesignInfrastructureUpgrades
- GIS / Data Management
- Stormwater
 Permitting & FEMA
 Coordination
- ► Stakeholder Engagement & Multi-Agency Review

RELEVANT PROJECT EXPERIENCE

Stormwater Inventory & SWMM Modeling – Hilton Head Island, SC: Led hydrologic and hydraulic modeling for over 1,300 acres in the Palmetto Hall/Mitchelville area. Managed project from procurement through implementation, incorporating tidal influences, hurricane drainage strategies, and system performance evaluations.

Cordillo Courts Drainage Improvements – Hilton Head Island, SC: Analyzed and designed drainage system upgrades for a flood-prone condominium community, including detention basin regrading and new conveyance infrastructure.

Cobia Court & Wildhorse Court Drainage Upgrades – Hilton Head Island, SC: Redesigned stormwater systems to resolve localized flooding, improve outfall culvert capacity, and restore channel flow capacity through residential corridors.

Belleview Avenue & Clarkson Street Drainage – Greenwood Village, CO: Designed storm sewer rehabilitation and in-situ lining for urban infrastructure. Coordinated construction staging, street closures, and utility adjustments.

Goldsmith Gulch Drainage Stabilization – Greenwood Village, CO: Managed floodplain channel stabilization involving boulder edging and erosion control at a utility conflict site, in partnership with the Mile High Floodplain District.

16th Street Pedestrian Mall Drainage Improvements – Denver, CO: Proposed urban drainage improvements for high-traffic corridor using 2D modeling. Designed water quality treatment devices integrated with pedestrian facilities.



Jenny Germuth, PE TRANSPORTATION ENGINEER / PROJECT MANAGEMENT SUPPORT

Charleston, SC | 12 years of experience | 5 years with ICE jenny.germuth@ice-eng.com | 843-576-3946

PE: South Carolina #32444

BS, Civil Engineering – Clemson University

ROLE ON THE JASPER COUNTY PROGRAM

Jenny will support the Jasper County Transportation Sales Tax Program as a Transportation Engineer, bringing deep experience in roadway design, project coordination, and civil site development. As a proven team leader across sales tax-funded programs, Jenny will assist in scope development, utility coordination, design review, stakeholder outreach, and documentation. Her proactive project management style and deep technical knowledge will help ensure consistency, cost-efficiency, and smooth transitions from planning through permitting.

AREAS OF EXPERTISE

- Roadway & Civil Site Design
- Transportation Sales Tax Program Support
- ► Utility Coordination & Railroad Interface
- Permitting (SCDOT, NEPA, Local Agencies)
- ► Construction Documentation & QA/QC
- Multidisciplinary Project Management

RELEVANT PROJECT EXPERIENCE

Berkeley County Sales Tax Program Management – Berkeley County, SC: Managed projects within the county's sales tax program including Henry E. Brown Jr. Boulevard Phase 2, Foster Creek at Tanner Ford, and various Dirtto-Pave projects. Oversaw financial tracking, stakeholder engagement, utility and railroad coordination, and standardized design processes for consistent program delivery.

Henry Brown Boulevard Widening Phase 2 – Berkeley County, SC: Led preliminary design, permitting, ROW plans, and multi-agency coordination for this corridor expansion project. Designed multi-use paths, medians, and a signalized intersection near an active rail line.

Main Road Widening Segment C (Bohicket Road) – Charleston County, SC: Provided planning, alternative analysis, and preliminary design for this NEPA-aligned roadway widening, preparing to serve as Lead Roadway Engineer in later phases.

Carolina Crossroads Phase 1 – Richland County, SC: Coordinated railroad approvals, encroachment permits, and utility adjustments for this high-profile interstate interchange and widening project.

US 17 at Main Road Interchange & Widening – Charleston County, SC: Supports EIS process, ROW design, and engineering plans for a \$195M improvement project that includes flood mitigation, shared-use path design, and SCDOT coordination.

England Road Dirt-to-Pave – Berkeley County, SC: Oversaw design, permitting, and construction documentation for rural roadway paving under the sales tax program.



Marc Lemin, PE CEI OVERSIGHT – FIELD MANAGEMENT, DAILY CONSTRUCTION ADMINISTRATION

Charleston, SC | 30 years of experience | 18 years with ICE marc.lemin@ice-eng.com | 843-576-6672

PE: South Carolina #27012

BS, Civil Engineering - Virginia Tech

ROLE ON THE JASPER COUNTY PROGRAM

As CEI Oversight, Marc will oversee day-to-day construction administration and inspection operations throughout the Jasper County Transportation Sales Tax Program. He will manage on-site field teams, coordinate with contractors and County departments, lead pre-construction meetings, and maintain QA/QC documentation. Marc's responsibilities also include overseeing job-site materials testing, tracking contractor compliance with technical specifications, and ensuring adherence to safety and environmental requirements. With over 30 years of field experience, Marc brings a seasoned, boots-on-the-ground perspective to ensure construction runs smoothly, transparently, and in alignment with the County's expectations for quality and accountability.

AREAS OF EXPERTISE

- CEI Program Management & Field Oversight
- Utility Coordination & Field Engineering
- ► SCDOT Inspection Standards & Materials Testing
- Roadway, Intersection,Drainage Improvements
- Submittal Oversight, RFIs, & Construction Documentation
- On-site Dispute Resolution & Stakeholder Coordination

RELEVANT PROJECT EXPERIENCE

SCDOT CE&I On-Call Services – District 6, SC: CEI Manager overseeing inspection scheduling, issue resolution, and documentation across multiple projects in Jasper, Beaufort, and surrounding counties.

SC 170 Widening – Beaufort County, SC: Project Manager for \$15M widening effort funded through local sales tax. Led CEI efforts, managed contractor activities, and coordinated environmental protections for wetland crossings.

I-95 Business Loop Streetscape – Colleton County, SC: Served as CEI Project Manager for 4.45 miles of corridor improvements including resurfacing, sidewalk installation, and drainage work. Collaborated closely with County staff during construction.

Boundary Street Redevelopment – Beaufort County, SC: Project Principal for this \$18M downtown revitalization project. Oversaw constructability reviews, utility relocation coordination, and transition to undergrounding of utilities.

Orangeburg Road Roundabout – Dorchester County, SC: Project Manager for intersection conversion and safety improvements. Led submittal and RFI review, field inspections, and stakeholder coordination.



Randy Carraway, PE CONSTRUCTION ADMINISTRATION ENGINEER

Greenville, SC | 36 years of experience | 12 years with ICE randy.carraway@ice-eng.com | 803-227-4056

PE: South Carolina #19586

BS, Civil Engineering – North Carolina State University

ROLE ON THE JASPER COUNTY PROGRAM

As a senior member of ICE's Construction Administration team, Randy brings over three decades of experience in bridge, roadway, and large-scale infrastructure construction. He will support construction oversight, quality assurance, and field engineering across the County's sales tax program. With a career that spans design, CEI, and materials management, Randy offers rare insight into constructability, plan compliance, and contractor coordination on complex, multi-phase projects.

Randy will serve as an embedded resource during preconstruction reviews and be on-site to support resolution of design conflicts, submittals, and construction documentation—ensuring County expectations are met from groundbreaking through final acceptance.

AREAS OF EXPERTISE

- ► Construction Engineering & Inspection (CEI)
- ► Interstate & Bridge Program Delivery
- SCDOT & FWHA Construction Compliance
- Design-Build Program Coordination
- ▶ Utility Relocation, Plan Reviews & Site Audits
- Materials Testing
 Documentation
 Standards

RELEVANT PROJECT EXPERIENCE

I-85 over Rocky Creek Bridge Replacement – Greenville, SC: Project Manager for multi-stage bridge replacement involving box culvert removal, new elevated lanes, and coordination with FHWA, SCDOT, and inspectors.

I-85/I-385 Gateway Interchange Improvements – Greenville, SC: Deputy Resident Engineer and Materials Manager on this \$231M design-build interchange project. Oversaw all sampling, material certifications, SCDOT coordination, and compliance tracking across ten bridge structures and multiple roadways.

Palmetto Parkway Phase II – North Augusta, SC: Project Manager for this 6.5-mile interstate extension completing the I-520 loop. Led a 16-person CEI team managing 16 bridges, 7 culverts, and over 6 million CY of earthwork.

SC 35 – 12th Street Extension – Cayce, SC: Construction Engineer on a major bridge and roadway project. Responsibilities included daily documentation, utility coordination, compliance audits, and contractor pay estimates.

MoDOT Safe and Sound Bridge Replacement Program – Missouri (Statewide): Construction Engineer for one of the largest bridge replacement programs in the U.S. Oversaw documentation and coordination for over 370 bridge projects with a 45-day average build time.



Todd Steagall, PE CEI PROGRAM MANAGEMENT-COMPLIANCE STRATEGY, CONSTRUCTION CONTROLS

West Columbia, SC | 35 years of experience | 6 years with ICE todd.steagall@ice-eng.com | 803-227-4056

PE: South Carolina #17651

BS, Civil Engineering - Clemson University

ROLE ON THE JASPER COUNTY PROGRAM

Serving as CEI Program Manager, Todd will lead strategic oversight and program-wide coordination across all active construction packages. He will guide compliance with SCDOT standards, federal regulations, and QA/QC procedures while supporting field staff with escalation needs and providing expert input on permitting or materials-related decisions. Todd will also oversee construction documentation, pay application verification, and change order negotiation to ensure fair pricing and responsible cost control. With a statewide background managing SCDOT's \$3B construction program, Todd brings the experience and systems needed to ensure the County's CEI efforts are cohesive, consistent, and fully compliant from the field to final acceptance.

AREAS OF EXPERTISE

CEI Program Management & Inspection Oversight

- Statewide Construction Program Administration
- QA/QC Compliance
 Materials
 Documentation
- SCDOT/FHWA SpecificationsChange Management
- ► Stakeholder Coordination & Dispute Resolution

RELEVANT PROJECT EXPERIENCE

Mossy Oaks Drainage Project – City of Beaufort: Construction Manager on this multi-jurisdictional watershed improvement. Leads CEI, pay application review, and construction documentation.

Town of Hilton Head Island IDC: Provides full CEI oversight across several capital improvement projects.

Gadsden Loop Sidewalk Project – Colleton County, SC: Managed CEI services for a CDBG-funded pedestrian safety project. Oversaw utility relocation, contractor coordination, and pay applications.

Port Access Road – Charleston, SC: Directed CEI and construction coordination for this \$220M design-build project connecting I-26 to the SC Ports Authority terminal.

I-26 Widening & Bridge Replacements – Lexington/Calhoun Counties, SC: Oversaw delivery of 20 miles of widening and bridge replacements. Handled QA/QC, contractor coordination, and conflict resolution.

Arthur Ravenel Jr. Bridge (Cooper River): Served as Quality Management Engineer, overseeing inspections and documentation on one of South Carolina's largest bridge projects.



Barrett Stone ENVIRONMENTAL MANAGER

West Columbia, SC | 27 years of experience | 9 years with ICE barrett.stone@ice-eng.com | 803-746-7147

MS, Environmental Health – University of South Carolina

BS, Wildlife Biology – Clemson University

ROLE ON THE JASPER COUNTY PROGRAM

As Environmental Manager, Barrett will lead all environmental tasks for the program–ensuring compliance with NEPA, Section 404/401 permitting, and environmental documentation required to support federally and locally funded infrastructure projects. Barrett will coordinate early scoping, environmental screening, stakeholder engagement, and agency coordination to keep projects on track, especially those impacting wetlands, protected species habitats, and sensitive coastal zones. With nearly three decades of experience across South Carolina and the Southeast, Barrett is uniquely positioned to help Jasper County balance growth and conservation. His oversight will reduce risk, streamline permitting, and ensure that Jasper County's Greenbelt and infrastructure priorities are planned with resilience and responsibility.

AREAS OF EXPERTISE

- NEPADocumentationEnvironmentalCompliance
- ► Section 404/401
 Permitting & Wetland
 Delineations
- ► Environmental Justice & Public Involvement
- ► Threatened & Endangered Species Coordination
- Construction Phase Environmental Oversight
- ► DOT & FAA Environmental Assessments

RELEVANT PROJECT EXPERIENCE

I-26 Widening, MM 172–187 – Dorchester & Berkeley Counties, SC (SCDOT): Serves as Environmental Manager for NEPA compliance and Section 404 permitting. Oversees wetland delineations, document prep, and agency coordination on this major interstate widening and bridge replacement effort.

Carolina Crossroads Phases 1 & 2 – Richland & Lexington Counties, SC (SCDOT): Leads NEPA reevaluation, permitting strategy, and construction-phase compliance support for this \$1.7B interchange modernization. Coordinates all environmental documentation and supports public outreach efforts.

Pathways Project – Beaufort County, SC: Environmental Manager overseeing documentation and permitting for more than 16 miles of pedestrian pathways. Supported project visioning aligned with the County's long-term mobility and environmental goals.

Fred Nash Boulevard Widening & Extension – Horry County, SC: Environmental Manager providing NEPA documentation and 404/401 permitting to support widening and access to a proposed economic development corridor.

I-85 Widening & Bridge Replacements (GDOT) – Jackson County, GA: Led all environmental tasks on a 6.5-mile corridor improvement including major bridge construction. Responsible for NEPA documentation and agency engagement.

US 17 & Main Road Interchange EIS – Charleston County, SC: Environmental Permitting Lead responsible for wetland and critical area permitting for major interchange and flood-mitigation upgrades. Supported public engagement and alignment alternatives.



Gus Kretschmer
UTILITY COORDINATION LEAD

Charlotte, NC | 34 years of experience | 12 years with ICE gus.kretschmer@ice-eng.com | 704-247-1754

Legal Aspects of Easements – IRWA Certification

BS, Parks, Recreation and Business – Appalachian State University

ROLE ON THE JASPER COUNTY PROGRAM

As Utility Coordination Lead, Gus brings more than three decades of experience managing complex utility coordination on major transportation programs across South Carolina and the Southeast. He will lead all utility coordination activities for the Jasper County Transportation Sales Tax Program, including conflict analysis, utility relocation strategies, in-contract adjustments, and Subsurface Utility Engineering (SUE) oversight.

Gus has successfully led utility coordination on over 100 projects—including large-scale design-build and sales-tax funded initiatives — and is known for preventing costly delays through early engagement and persistent follow-up. He will ensure all utility work is seamlessly integrated into the program schedule and budget.

AREAS OF EXPERTISE

Utility Coordination & Adjustment Planning

- Subsurface Utility Engineering (SUE)
- Design-Build & In-Contract Utility Strategies
- Utility Conflict MatrixS Cost Estimating
- Railroad Coordination (CSX, NS, short lines)
- Utility Agreements & MOAs (ACT36 / BILL 401)

RELEVANT PROJECT EXPERIENCE

I-26 Widening (MM 85–101) – Richland, Lexington & Newberry Counties, SC: Utility Relocation Manager overseeing four utility coordinators and 18 utility owners. Managed utility strategy, conflict resolution, and in-contract relocation agreements for water and sewer. (\$465M project)

Carolina Crossroads Phases 1 & 2 – Richland & Lexington Counties, SC: Utility Coordinator and Manager for both phases of this \$1.7B interchange modernization. Led SUE planning, stakeholder coordination, and railroad utility crossing solutions with CSX and NS.

Project Brooklyn – BMW Spartanburg – Greenville County, SC: Utility Coordinator for new two-lane bridge and road system serving full-size truck traffic across I-85. Managed relocations under both SCDOT and BMW specifications.

US 21 over Harbor River Bridge Replacement – Beaufort County, SC: Led utility planning and final relocation coordination for this 3,353-foot-long fixed-span bridge over a tidal channel.

I-95 Widening & Pavement Rehab (MM 13–20) – Lumberton, NC: Utility Coordinator for resilience-focused interstate upgrade. Developed preliminary and final utility coordination plan to accommodate interchange reconstruction and flood resilience measures.

SCDOT Utility Coordination On-Call Contract – Statewide, SC: Served as statewide Utility Coordination Manager for multiple safety and widening projects, including in Lexington, Horry, and Florence Counties. Oversaw agreements, relocation plans, and agency coordination.



Josh Apsitis FINANCIAL MANAGEMENT SUPPORT / PROJECT CONTROLS

West Columbia, SC | 12 years of experience | 3 years with ICE josh.apsitis@ice-eng.com | 803-386-8952
BS, Civil and Environmental Engineering – The Citadel

ROLE ON THE JASPER COUNTY PROGRAM

Josh will support the Jasper County program by overseeing financial controls and schedule performance tracking. His expertise in cost forecasting, CPM schedule development, and construction phasing will enhance Jasper County's ability to monitor budgets, track milestones, and avoid risks across dozens of active projects. With a decade of experience managing high-profile, multimillion-dollar infrastructure efforts, Josh ensures accountability, transparency, and timely delivery through integrated reporting and hands-on coordination with County staff, contractors, and stakeholders.

AREAS OF EXPERTISE

- Program Budgeting & Financial Controls
- CPM Schedule Management
- Claims & Risk Analysis
- Construction Cost Forecasting
- Progress TrackingEarned ValueReporting
- Construction Phasing & Field Coordination

RELEVANT PROJECT EXPERIENCE

Berkeley County Transportation Sales Tax Program – US 176 Widening – Berkeley County, SC: Managed monthly schedule reviews and risk assessments for the 5.6-mile widening of US 176. Tracked progress against 30K+ LF of utility relocations. Provided delay mitigation strategies and financial forecasting.

Carolina Crossroads Phases 1 & 2 – Richland & Lexington Counties, SC: Oversaw baseline schedule development, shop drawing review (MSE walls, girders), and contractor coordination on \$1.7B multi-phase interstate improvement project. Led plan reviews and CPM schedule oversight.

Glenn McConnell Parkway Widening (CE&I Services) – Charleston, SC: Tracked contractor progress, verified submittals, and managed CPM schedule for 2-mile widening with sidewalks, multi-use paths, and intersection upgrades. Supported pay estimate accuracy and milestone validation.

Henry Brown Boulevard Widening Phase 2 – Berkeley County, SC: Led schedule reviews for corridor expansion with medians, multi-use paths, and major intersection improvements. Aligned progress tracking with construction phasing and field operations.

Main Road Corridor Segment A – Charleston County, SC: Assisted with timeline validation and stakeholder coordination for the Stono River crossing, shared-use path, and roundabout installation. Conducted site visits and discrepancy analysis.

East/West Container Yard Expansion – Inland Port Greer – Greer, SC: Managed phasing plan review and subconsultant compliance on \$30M terminal storage upgrade. Kept Port Authority appraised of milestone performance. Assisted with submittal tracking and cost updates.

Firm **RESERVES**



Aaron Livingston, PE ROADWAY ENGINEER

West Columbia, SC | 22 years of experience | 12 years with ICE aaron.livingston@ice-eng.com | 803-227-4064

PE: South Carolina #26136

MBA, Entrepreneurship - Clemson University

BS, Civil Engineering - Clemson University



J. Preston Felkel, PE STRUCTURAL ENGINEER

West Columbia, SC | 27 years of experience | 9 years with ICE preston.felkel@ice-eng.com | 803-227-4065

PE: South Carolina #26987

MS, Structural Engineering - University of South Carolina

BS, Civil Engineering – University of South Carolina



Jay Thompson, PE PAVEMENT ENGINEER

West Columbia, SC | 24 years of experience | 2 years with ICE jay.thompson@ice-eng.com | 803-881-2711

PE: South Carolina #27041

MS, Civil Engineering – Clemson University

BS, Civil Engineering - Clemson University



Andy Gillis, PE VALUE ENGINEERING

West Columbia, SC | 28 years of experience | 10 years with ICE andy.gillis@ice-eng.com | 803-227-4051

PE: South Carolina #23517

BS, Civil Engineering – University of South Carolina



Renee Mulholland
PUBLIC INVOLVEMENT / COMMUNICATION

N. Charleston, SC | 21 years of experience | 6 years with ICE renee.mulholland@ice-eng.com | 843-576-6683

MS, Earth and Environmental Resource Management – University of South Carolina

BS, Marine Science – University of South Carolina



Renee Bergeron ROW AGENT / ASSISTANT PROJECT MANAGER

Renee supports ROW acquisition, relocation, and engineering review efforts. In addition to leading relocation logistics and document preparation, she assists with design plan evaluations, schedule tracking, and public outreach. She brings key expertise in Environmental Justice (EJ) community coordination and multi-agency collaboration.

Firm Reserves and Backup Personnel Resources

ICE has the staffing capacity and systems in place to support Jasper County's Transportation Sales Tax Program at every stage.

Our team structure includes backup personnel across key disciplines to ensure that if staffing adjustments are needed, we can transition coverage quickly and without disruption. We maintain a strong roster of engineers, inspectors, environmental planners, and program management staff who are familiar with our processes and ready to step in when needed.

With experienced personnel based across South Carolina and built-in staffing flexibility, ICE is committed to providing steady, consistent service throughout the life of the program.

Primary Point-of-Contact:

Jeff Buckalew, PE | Project Manager jeff.buckalew@ice-eng.com 843-485-3530

Jasper County will have the benefit of not only the core project team but also additional qualified staff who can support the program if workload shifts, schedules accelerate, or other needs arise.

Organization of

SÜBCONSULTANTS & PERSONNEL



The Merchant Strategy, Inc. (TMS) PUBLIC INVOLVEMENT & STRATEGIC COMMUNICATIONS

West Palm Beach, FL | Fort Lauderdale, FL | Little River, SC

20+ years of experience

info@themerchantstrategy.com | www.themerchantstrategy.com

Certifications: DBE/ACDBE (FL & SC DOTs) MWBE (Charleston, SC), SWBE (Palm

Beach County), CBE (Broward County)

ROLE ON THE JASPER COUNTY PROGRAM

TMS will serve as Jasper County's Public Involvement Lead, guiding all stakeholder and community outreach for the Transportation Sales Tax Program. Their team will lead the development of a comprehensive Public Involvement Plan (PIP), manage a dedicated project website and social media presence, coordinate stakeholder workshops, produce visual and print outreach materials, and operate a 24/7 hotline. Their long-standing experience with SCDOT, municipal governments, and public-private partnerships makes them uniquely equipped to deliver proactive, strategic communications and foster transparency throughout the life of the program.



Cheryl Scott
OPERATIONS AND PROJECT MANAGER

Cheryl, originally from Detroit, leads the execution of TMS's outreach plans, managing daily communications, stakeholderlogistics, hotline operations, and community-facing materials. With over 20 years of administrative and management experience, she also supports project scheduling, contract administration, and internal coordination. Cheryl plays a central role in translating complex engineering information into clear public messaging and is instrumental in office-wide decision-making and project continuity.



Justin Gonzales, MBA MARKETING AND PUBLIC INVOLVEMENT SPECIALIST

Justin supports digital communications, social media management, public meeting coordination, and the visual design of outreach materials. Leveraging his legal and marketing background, he crafts cohesive, professional messaging across platforms, ensuring strong stakeholder engagement and brand alignment. He also brings experience in executing integrated marketing campaigns, managing multi-channel strategies, and analyzing ROI to maximize impact and budget efficiency.



Sharon J. Merchant PRESIDENT & PUBLIC INVOLVEMENT DIRECTOR

30+ years of experience in Public & Government Relations | 19+ years in Public Involvement

sharon@themerchantstrategy.com

BS, International Affairs – Florida State University

As a four-term Florida State Representative and founder of TMS, Sharon provides high-level leadership, strategic oversight, and quality assurance on all outreach activities. She has led public involvement for some of the region's most sensitive and high-visibility infrastructure projects—delivering consensus—building strategies, stakeholder coordination, and transparent communication on behalf of cities, counties, and state agencies.

AREAS OF EXPERTISE

- ► Public Involvement Planning (PIP & CAP)
- ► Stakeholder & Government Liaison
- QA/QC of Outreach Materials
- ► Media Strategy & Crisis Response
- Constituent
 Communication
 Management
- ▶ Public Meeting Facilitation & Oversight

RELEVANT PUBLIC INVOLVEMENT EXPERIENCE

KCI Technologies – City of Delray Beach ADA Sidewalk Project Relevance: County/municipal sidewalk improvement initiative, similar in scope to pedestrian enhancements often included in transportation programs.

Stantec – FDOT D4 SR-91/I-95 at Hypoluxo Road Diverging Diamond Interchange

Relevance: Highway/interchange project, coordination with state DOT and stakeholders, includes QA/QC on major transportation initiatives.

Stanley Consultants – I-95/SR-9 PD&E Study (Martin & St. Lucie Counties)

Relevance: Public meetings, collateral development, and regional public outreach for an interstate corridor — aligns with SCDOT-level infrastructure efforts.

WGI – FDOT/Palm Beach County Off-System Bridge ReplacementsRelevance: Public outreach for local bridges — a transportation-focused, county-coordinated infrastructure improvement effort.

Erdman Anthony – FDOT Projects in West Palm Beach

Relevance: Coordinated with TPO, SFWMD, FEC, and engineering teams; multi-agency and stakeholder engagement reflects complex program dynamics.

City of West Palm Beach – Washington Road Utility and Stormwater Improvements

Relevance: Utility and drainage-focused infrastructure improvements with city coordination — parallels county-level utility and roadway projects.



RND Consultants

RIGHT-OF-WAY AQUISITION AND RELOCATION SERVICES

Charleston, SC 8+ years of experience info@rndconsultants.com Certifications: DBE/SBE

ROLE ON THE JASPER COUNTY PROGRAM

RND Consultants will serve as the Program's Right-of-Way (ROW) and Relocation Services Lead, providing full-scale acquisition, relocation, and coordination services across all project phases. Their team brings deep, hands-on experience navigating South Carolina's ROW requirements, managing complex property negotiations, and supporting SCDOT acquisition compliance. With expertise in relocation services, eminent domain coordination, title and appraisal oversight, and community engagement in Environmental Justice (EJ) areas, RND will ensure a seamless and community-minded ROW process for Jasper County.



Nathan Midkiff PROJECT MANAGER / ROW AGENT

Charleston, SC | 14 years of experience | SCDOT & Municipal ROW Expertise

Memberships and Certifications: National Transit Institue-FTA Real Estate

Requirements | IRWA-RW/RAC Candidate | International Right-of-Way Association

ROLE ON THE JASPER COUNTY PROGRAM

Nathan leads RND's Right-of-Way team for Jasper County, bringing deep expertise in acquisition planning, property negotiation, and Uniform Act compliance. He has managed relocations and acquisitions across South Carolina and Massachusetts and is experienced with full/partial fee acquisitions, easements, condemnation support, and relocation claims.

AREAS OF EXPERTISE

RELEVANT PROJECT EXPERIENCE

- Eminent Domain& RelocationCoordination
- Real Estate Negotiation& Acquisition Strategy
- ► ROW Plan Review & Property Impact Minimization

SCDOT I-526 Lowcountry Corridor WEST – Charleston, SC: Managed 95 acquisitions and 50 relocations; coordinated with title, appraisal, and legal teams; handled relocation claims and community engagement

SCDOT I-73 Segment A6M – Marion County, SC: Led acquisition of 11 tracts; developed preliminary ROW estimates and acquisition documents.

SCDOT Georgetown Roundabout – Murrells Inlet, SC: Managed acquisition of 9 parcels; completed appraisals, title reviews, and negotiations.



Range of Services & CAPABILITIES

At ICE, our mission is simple: to deliver infrastructure solutions that serve communities today and stand the test of time. Founded in 2005–originally as Coleman–Snow Consultants–we've grown into a multidisciplinary engineering firm known across the Southeast for our ability to lead complex projects and programs, anticipate challenges, and build long-term trust with our clients.

With over 580 professionals, including 160 licensed engineers and specialists, ICE brings the leadership, technical depth, and real-world experience needed to guide multi-year capital improvement efforts from early planning through final construction. From our 23 offices across eight states, we support transportation programs of all sizes—and we're proud to bring that strength home to South Carolina.

ICE will soon be opening an office in Jasper County, further bolstering our local presence to strengthen our ability to support the County's Transportation Sales Tax Program with on-the-ground responsiveness and ongoing collaboration.

What sets ICE apart is our ability to integrate services under one roof-offering a single-source solution for program management. Our Team includes specialists in:

- Program and financial management
- Transportation project planning and prioritization
- Environmental permitting and NEPA documentation
- ▶ Utility coordination and conflict resolution
- ▶ Land surveying and right-of-way verification
- ▶ Construction management and inspection services
- Public involvement and strategic communications

For Jasper County, that means a team that is not only highly capable but also highly accessible—bringing the structure, insight, and hands-on leadership needed to deliver this generational investment with accountability to the community.

ICE's Capabilities & Services

- Architecture
- Aviation Engineering
- Bridge/Structural Design
- ► Construction Management / CE&I
- Design-Build Engineering
- Environmental Services
- Foundation Testing
- ▶ Geotechnical Engineering
- Grant Writing
- Hydrology / Hydraulic Design
- Intelligent Transportation Systems (ITS)
- Materials Testing Services (Lab)
- Pavement Engineering
- Port Engineering / Civil Site Design
- Public Relations
- Railroad Services
- Roadway Design
- Traffic Engineering
- Utility Coordination
- Surveying

Strategic Partnership with SCDOT: Accelerating delivery through experience

Managing a program of this scale requires more than technical capability–it demands the ability to navigate regulatory requirements, collaborate with state agencies, and solve problems before they become delays. That's where ICE brings exceptional value to Jasper County.

We do not just know SCDOT-we have been a part of it. Several members of ICE's leadership team previously held high-ranking positions within the South Carolina Department of Transportation, including Deputy Secretary of Engineering, Director of Construction, Director of Preconstruction, and Regional Production Engineer. This firsthand experience and strong relationships with current staff gives our team an insider's understanding of SCDOT's processes, permitting pathways, quality standards, and decision-making protocols-allowing us to move faster, with fewer obstacles.

Our in-house SCDOT liaisons understand how to coordinate effectively at both the district and headquarters level. From permit applications and LPA documentation to design exceptions and construction coordination, ICE knows how to engage the right people, at the right time, with the right information. The result: fewer bottlenecks, clearer expectations, and accelerated progress.

ICE has led and contributed to dozens of SCDOT projects across the state, including:

- SC277 Flyover Ramp Bridge Replacement
- ▶ I-77 Widening and Bridge Replacements
- SC 901 Bridge over Rocky Creek
- Butler Road Improvements
- ▶ I-85 Rocky Creek Bridge Replacement
- ► I-26 Widening (Richland & Lexington Counties)
- ▶ I-95/I-26 Interchange (Orangeburg & Dorchester Counties)

By preempting delays, streamlining submittals, and aligning with SCDOT standards from the start, ICE ensures that local projects meet state expectations without compromise. For Jasper County, that means a trusted partner who can keep the program movingon schedule, in compliance, and with confidence.





ICE has consistently delivered above-standard performance on the I-26 contract. The Team has met all deliverable deadlines and produced high-quality work. Project Manager Metts and Design Manager Kicklighter have shown excellent responsiveness, and the Public Information Meeting was well-planned and effectively executed. The Team has done a strong job utilizing key staff to meet project demands, and PM Metts continues to lead at a high level. We look forward to continued success on this project.



Prior

EXPERIENCE

Over the past decade, ICE has delivered full-service management multi-million-dollar for program transportation sales tax initiatives across South Carolina-demonstrating not only our ability to lead, but to do so with fiscal accountability, stakeholder transparency, and a relentless focus on timely, onbudget delivery. These programs have included planning, scheduling, financial oversight, right-of-way and utility coordination, and hands-on management of capital infrastructure improvements.

We've supported Berkeley, Lancaster, and Charleston counties through every stage of their sales tax programs-earning a reputation as a trusted, longterm ally to public agencies invested in infrastructure improvement. Whether it's collaborating county finance departments to shape project-level budgets, coordinating early utility relocations to avoid delays, or tracking real-time progress across dozens of active job sites, ICE brings the structure, staffing, and systems required to manage complex transportation programs with clarity and control.

Since 2011, ICE has played a central role in delivering over a dozen capital projects involving design, permitting, CEI, LPA compliance, and agency coordination—demonstrating our strength as a handson leader in program execution and delivery. Combined with our deep ties to SCDOT, this real-world experience positions us to guide Jasper County's program from vision to reality.

Why This Matters to Jasper County

Our past experience gives us direct insight into what makes programs succeed-or stall. We've learned how

Our Process. YOUR PROGRESS.

What to Expect from ICE:

Clear Planning from Day One

- Tailored project scoping and risk-based planning
- ▶ Community-informed solutions that reflect Jasper County's priorities
- Transparent, milestone-driven program roadmap

Strategic Oversight that Delivers

- Full-scope program coordination, from pre-design through construction
- Proactive issue tracking, schedule alignment, and quality control
- ▶ Financial stewardship with real-time tracking and clear reporting

Public Trust Built Through Partnership

- Engaging communications and community outreach
- Seamless collaboration with County staff and stakeholders
- Experienced leadership that listens, adapts, and delivers results

to build early momentum, navigate funding cycles, and maintain the public's trust through visible progress, transparency, and proactive communication. ICE will bring this experience to Jasper County-not only to manage projects, but to help the County manage a legacy investment and long-term community impact.

Berkeley County

SALÉS TAX PROGRAM

Client: Berkeley County

Years Active: 2015-Present Program Value: \$587,000,000

Completed On-Time/Budget: Yes

Program Overview: Since 2015, ICE has served as the Program Manager for Berkeley County's voter-approved Transportation Sales Tax Program, leading the planning, management, and implementation of a wide range of capital improvement projects. These include major road widenings, intersection upgrades, resurfacing efforts, and dirt-to-pave conversions that enhance safety, reduce congestion, and support regional growth.

ICE provides full life-cycle support-from financial planning and consultant procurement to construction oversight and community outreach. We manage budgets and schedules, perform QA/QC reviews, coordinate utilities and right-of-way, assist with permitting, and ensure SCDOT LPA compliance. Our team supports Berkeley County across all phases of project delivery and facilitate transparent, efficient progress across dozens of active projects.

Key Services Provided: Program and Financial Management; Scope and Fee Negotiation and Consultant Procurement; QA/QC Reviews and Constructability Oversight; ROW and Utility Coordination; Permitting and Environmental Compliance; Public Involvement and FOIA Support; CEI and Construction Oversight; Bid Phase Support and Value Engineering

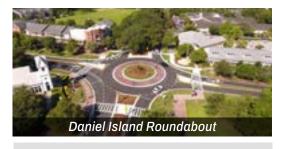
Key Personnel Involved: Mitchell Metts, PE; Marc Lemin, PE; Todd Steagall, PE; Jenny Germuth, PE; Clark Baer, PE; Gus Kretschmer; Preston Felkel, PE; Aaron Livingston, PE

Support Team: Planners, Utility Coordinators, and document control specialists



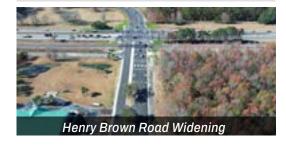
Due in part to ICE's oversight during the design phase, the actual bid for the Project came in at \$1.76 Million, substantially under the pre-bid budget of \$2 Million. In addition, ICE's effective management during construction led to the Project being completed ahead of schedule and a savings of \$338,234.

Frank Carson, Berkeley County Engineer



Highlighted Projects Managed:

- Clements Ferry Road Widening, Phase II
- Henry Brown Boulevard Widening, Phase II
- ▶ US 176 Widening & Interchange Improvements
- Daniel Island Roundabout
- Royle Road Signal Plan
- ► Farm Hill Circle & Zion Road (CEI)
- Foster Creek at Tanner Ford Boulevard
- ► I-26 Widening at Nexion Parkway (CEI)
- ▶ US 52 at US 176 Interchange
- Five Dirt-to-Pave Roads
- Four Major Intersection Improvements
- Six Major Capacity Projects
- ▶ 59 Paving Projects
- Local Street Resurfacing Projects



Charleston County

HALF-CENT SALES TAX PROGRAM

Client: Charleston County, SC
Contract Duration: 2013–Present
Program Value: \$847,000,000
Completed On-Time/Budget: Yes

Program Overview: ICE is a trusted partner on Charleston County's \$847M RoadWise program, providing design, CEI, and program support services across a variety of capital transportation projects. From roadway widenings and interchanges to sidewalks and drainage improvements, ICE's expertise has contributed to the successful delivery of critical infrastructure across the County.

Key Services Provided: Engineering; Surveying; Permitting; Geotechnical; Administrative Services; QA/QC; CEI; Field Coordination

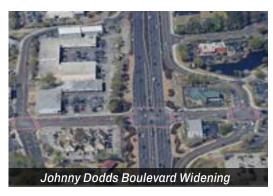
Key Personnel Involved: Mitchell Metts, PE; Marc Lemin, PE; Todd Steagall, PE; Aaron Livingston, PE; Preston Felkel, PE; Gus Kretschmer

Highlighted Projects Awarded:

- ▶ Johnny Dodds Boulevard Widening (Design-Build)
- ▶ US 17 / Main Road Interchange & Widening
- ▶ Paving Arman Road & Gifton Avenue
- US 17 at Parkers Ferry Road Turn Lane
- Palmetto Commerce at Ladson Road Intersection
- East Ashley Avenue at 2nd Street East
- ▶ I-26 at Ashley Phosphate Road
- ▶ Fort Johnson Road Sidewalks, Phases 3 & 4
- Osceola Avenue Drainage Improvements
- Mabeline Road Turn Lane Extension
- Palmetto Commerce Parkway, Phase II (Design-Build)









Lancaster County

PENNY SALES TAX PROGRAM

Client: Lancaster County, SC

Contract Duration: Ongoing since 2015

Program Value: \$68,092,276

Completed On-Time/Budget: Yes

Program Overview: ICE has supported Lancaster County across nine sales tax-funded paving programs, delivering over 30 miles of resurfacing and roadway upgrades on time and within budget. Acting as a full-service partner, ICE provides end-to-end management—from pavement design and drainage evaluations to CEI services and procurement support.

ICE's continuity across multiple program phases ensures consistency, cost control, and efficient delivery. The same experienced team has led Programs 1 through 9, maintaining strong institutional knowledge and trusted working relationships with County staff and contractors.

Key Services Provided: Program Coordination and Project Management; Pavement Design and Cost Estimating; Field Surveying and Drainage Reviews; Construction Administration and CEI Services; Consultant Procurement and Bid Support

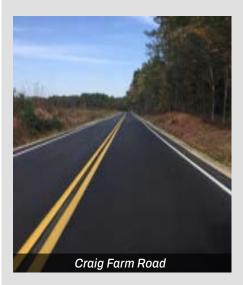
Personnel Involved: Marc Lemin, PE; Gus Kretschmer



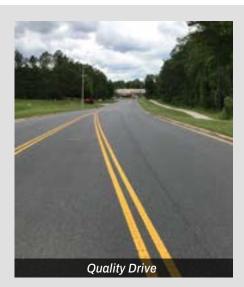
Highlighted Projects Managed:

- Programs 1-7 (2015 2020):44 roads paved, totaling 27+ miles
- Program 8 (2021 Present):
 CEI and construction oversight on four roads (2.55 miles)
- Program 9 (2024): Currently underway with the same core ICE team

14+ years
SUPPORTING
LANCASTER COUNTY







Prior Experience: Jasper County & SURROUNDING AREA

Timeframe: January 2021 - Present

ICE has a strong growing presence in Jasper County and has played a key role in several projects in nearby Beaufort and Colleton counties. We have a proven track record at delivering quality SCDOT-funded and LPA-compliant projects throughout South Carolina, particularly in rural and coastal communities. Our Team is highly experienced in navigating utility conflicts, right-of-way challenges, and interagency coordination.

Highlighted Projects:

▶ SCDOT I-95 (MM 0 – 8) Jasper County: ICE was selected as the Construction Management and Inspection provider for SCDOT's largest bid-build project to date. ICE will lead the inspection and coordination efforts along this vital interstate corridor. This project runs directly through Jasper County and involves ongoing collaboration with SCDOT, FHWA, and local stakeholders.



SCDOT On-Call CEI – District 6: ICE is providing CEI services for roadway and bridge projects across the district, including assignments within Jasper County. Our Team supports SCDOT through field inspections, contractor oversight, and quality control to ensure safe, efficient project delivery.



▶ I-95 Business Loop Streetscape – Colleton County:
This project consisted of 4.45 miles of improvements along I-95 Business Loop that included resurfacing the existing roadway, the addition of raised concrete medians with underdrain, drainage improvements, and sidewalk installation. ICE was responsible for providing project/construction management and CEI services.



Pathways Project – Beaufort County: ICE is serving as the prime consultant for the design and delivery of approximately 16.4 miles of 10' pathways across Districts 1, 2, 3, 4, 5, and 9. These projects aim to create safer walking routes to schools and improve connectivity to residential areas. ICE is leading project management, surveying, permitting, pathway and drainage design, utility coordination, and public engagement throughout the program.



Succession

PLANNING

At ICE, we recognize that a program of this size and duration demands not only the right team-but also continuity and a proactive succession strategy. Our structured approach ensures uninterrupted service to Jasper County, regardless of staffing transitions over the life of the program. To lead this effort, ICE has assembled a strong leadership team: Jeff Buckalew, Bryan McIlwee, and Mitchell Metts. Each bring extensive experience managing complex projects, and together they offer deep leadership capacity and continuity. Whether serving as Project Manager or stepping in to support evolving program needs, this leadership bench ensures that Jasper County receives consistent, high-level and long-term stability.

Recognized as the #1 civil design firm in South Carolina by ENR (2024) and recently ranked #2 engineering firm for employee satisfaction by Engineering.com, our commitment to both project success and team stability sets us apart. We maintain low staff turnover and strong redundancy in experience and expertise across key positions.

From day one, each of our key roles will have a designated deputy or support staff member who is already embedded in the program, understands the workflows, and is prepared to step up if needed. This built-in redundancy ensures that institutional knowledge, relationships, and momentum are preserved—no matter what. In addition:

- Our internal knowledge transfer processes include shared project management tools, centralized reporting systems, and teamwide access to schedules, budgets, and communications.
- ▶ ICE actively invests in developing rising leaders, ensuring there is a robust talent pipeline in every discipline–from project management and CEI to financial and public involvement.
- ► For every key person, ICE leadership identifies at least one secondary contact to the County, who can respond quickly and maintain operations if the primary staff member is temporarily or permanently unavailable.

Should transitions occur during the program, we will coordinate closely with the County to ensure a seamless hand-off, including overlap between outgoing and incoming staff, updated contact information, and a clear delineation of duties. Our goal is simple: to provide stability, consistency, and reliability over the full life of Jasper County's Transportation Sales Tax Program. We will ensure there is no hiccup or drop off in the progress of program due to any change in staff on the ICE team.



Your Key Project Values, **OUR PRIORITY**

More than a slogan—it is a promise. As Program Manager, ICE will act as an extension of Jasper County staff, committed to your core goals; economic growth, safer roads, and lasting infrastructure.

Example: In Berkeley County, ICE managed over 70 transportation projects under the One Cent Sales Tax Program, including major road widenings, intersection improvements, and paving initiatives. This comprehensive management approach led to enhanced infrastructure and improved quality of life for residents.

Project **REFERENCES**

Client Name	Address	Client Representative	Telephone Number
Lancaster County, SC	101 N. Main Street, P.O. Box 1809 Lancaster, SC 29721	Jeff Catoe Lancaster County Public Works Director jcatoe@ lancastercountysc.gov	803-416-9692
Charleston County, SC	4045 Bridge View Drive, Suite B240 North Charleston, SC 29405	Stephen Thigpen, PE Charleston County Deputy Administrator sthigpen@ charlestoncounty.org	843-202-6146
Berkeley County, SC	1003 Highway 52 Moncks Corner, SC 29461	Daniel Thrower Berkeley County Chief Infrastructure Officer danny.thrower@ berkeleycountysc.gov	843-719-4131



April 4, 2025

Kimberly Burgess, Procurement Officer Director, Administrative Services Division Jasper County 358 Third Avenue, Suite 304 P.O. Box 1149 Ridgeland, SC 29936

RE: Infrastructure Consulting & Engineering, LLC for Sales Tax Program Management

Services

Dear Ms. Burgess:

Lancaster County has worked with Infrastructure Consulting & Engineering (ICE) for nearly 15 years through both the 2014 Capital Project Sales Tax (CPST) Program and on-call contracts (since 2011) supporting County Transportation Committee (CTC) projects.

ICE has provided professional and responsive service throughout our engagements. Their work has included program management, engineering design, and inspection services, and they have consistently met expectations regarding quality, reliability, and communication. ICE has been awarded several consecutive on-call contracts, reflecting the County's confidence in their ability to support a range of transportation-related efforts.

Lancaster County considers ICE a qualified and dependable consultant, and should you have any questions, please contact me directly.

Sincerely,

Jeff Catoe

Lancaster County Public Works Director

803-416-9692

jcatoe@lancastercountysc.gov



April 15, 2025

Kimberly Burgess, Procurement Officer Director, Administrative Services Division Jasper County 358 Third Avenue, Suite 304 P.O. Box 1149 Ridgeland, SC 29936

RE: Reference for Infrastructure Consulting & Engineering, LLC for Sales Tax Program Management

Dear Ms. Burgess:

Berkeley County entered into a contract with Infrastructure Consulting & Engineering (ICE) in 2014 to provide Program and Financial Management, Project Management, and Construction Engineering & Inspection (CE&I) services for a wide range of transportation and infrastructure improvement projects throughout the County.

ICE has played an essential role as a program and project management consultant, delivering high-quality, professional services across all phases of project development. Their scope of work has included the successful management and implementation of capacity improvement projects, local street resurfacing, intersection upgrades, and over 60 paving projects. ICE has consistently demonstrated strong technical expertise and organizational capability in handling these multifaceted efforts.

Their team was responsible for developing and maintaining detailed program schedules, financial forecasts, and reporting tools; pursuing available grant opportunities; and managing a public engagement process to keep stakeholders informed. ICE also provided critical oversight during project planning and delivery—reviewing designs, ensuring environmental and permit compliance, coordinating utility relocations, and supporting right-of-way acquisition.

In addition, ICE provided CE&I services that included field inspections, quality assurance, materials testing, and contractor coordination. Their proactive approach and attention to detail ensured that projects were delivered on schedule, within budget, and in full compliance with applicable standards.

Based on their proven track record, professionalism, and commitment to quality, I highly recommend Infrastructure Consulting & Engineering for providing similar services to any jurisdiction seeking dependable and comprehensive infrastructure consulting services.

Respectfully,

C. Daniel Thrower

Berkeley County Chief Infrastructure Officer

Berkeley County Administration Building, 1003 Highway 52, Moncks Corner, SC 29461 (843) 719-4094



sthuppen@charlestoncounty.org Lonnie Hamilton III Public Services Building 4045 Bridge View Drive, Suite B240 orth Charleston, SC 29405

Steven L. Thigpen, P. E. DCA – Public Servicers

April 18, 2025

Kimberly Burgess, Procurement Officer Director, Administrative Services Division Jasper County 358 Third Avenue, Suite 304 P.O. Box 1149 Ridgeland, SC 29936

RE: Reference for Infrastructure Consulting & Engineering, LLC for Sales Tax Program Management Services

Dear Ms. Burgess:

Infrastructure Consulting & Engineering (ICE), formerly known as Coleman-Snow Consultants, has served Charleston County with professionalism and technical expertise for more than 17 years. ICE was selected as the Project Manager and Engineer of Record for several major transportation initiatives funded by the Charleston County Transportation Sales Tax Program, including two large Design-Build projects: the Johnny Dodds Boulevard Improvements (2008–2013) and Palmetto Commerce Parkway Phase II (2009–2011). ICE's responsibilities on these projects included contractor quality control, roadway and drainage design, utility coordination, and surveying. In 2013, Charleston County selected ICE again to provide comprehensive engineering services for Sales Tax Program projects. ICE provided surveying, permitting, geotechnical investigations, and complete engineering and administrative support needed to deliver construction-ready plans. Projects awarded through this contract include:

- Paving of Arman Road and Gifton Avenue
- Turn Lane Improvements at US 17 and Parkers Ferry Road
- Palmetto Commerce at Ladson Road Intersection Improvements
- East Ashley Avenue at 2nd Street East
- I-26 at Ashley Phosphate Road
- Fort Johnson Road Sidewalks, Phases 3 & 4
- · Osceola Avenue Drainage Improvements
- Mabeline Road Turn Lane Extension

Most notably, ICE currently serves as both the lead design firm and the Construction Engineering & Inspection (CE&I) firm for the \$195 million US 17/Main Road Interchange & Widening project. In this role, ICE is responsible for:

- Design Phase: Project management, quality control, contract administration, USACE permitting, preliminary road and bridge plans, right-of-way plans, NEPA documentation, public involvement, and design-build procurement support.
- Construction Phase: Pre-construction support, construction management, engineering, survey verification, public relations, and comprehensive quality acceptance/assurance services covering all major construction elements (bridges, drainage, roadway, erosion control, traffic control, etc.).

ICE has consistently delivered high-quality work, maintained open communication, and demonstrated a deep commitment to Charleston County's program goals. Based on their performance, I am pleased to recommend Infrastructure Consulting & Engineering for consideration to manage the Jasper County Transportation Sales Tax Program.

Sincerely,

Steven L. Thigpen, PE.

Charleston County Deputy County Administrator - Public Services

Key Personnel WORKLOAD

KEY TEAM MEMBER	CURRENT ACTIVE PROJECTS	END YEAR	% AVAIL.	
	Long Cove Club Paving	2025		
Jeff Buckalew, PE Project Manager / Main Point of Contact	Town of Summerville Main Street Resiliency Project	2026	75%	
	Palmetto Dunes Bridge Rehab	2026		
	Town of HHI Various On-Call Projects	2026		
Mitchell Metts, PE Principal-in-Charge / QA/QC	Berkeley County Sales Tax Program	2027		
	SCDOT I-26 Corridor Improvements (MM 172 to 187)	2026	65%	
	Charleston County Main Road Corridor (Seg. A)	2026		
	Town of Summerville Main Street Resiliency Project	2026		
Bryan McIlwee, PE	Town of HHI Various On-Call Projects	2026		
	Town of Bluffton Pedestrian Improvements	2025	80%	
Assistant Project Manager	Long Cove Club Various Projects	2025		
	Palmetto Dunes Various Projects	2026		
	Palmetto Dunes POA Port Tack Drainage Design & Construction	2025	80%	
Alexis McIlwee, EIT	Island Club Entrance Modifications	2025		
Water Resource Engineer	Town of Summerville Main Street Resiliency Project	2025		
	I-285 / I-20 Westside Interchange	2026		
D 44.04	SCDOT I-26 Corridor Improvements (MM 172 to 187)	2025		
Barrett Stone	SCDOT I-26 / I-95 Interchange Improvements	2026	70%	
Environmental Manager	GDOT SR 316 Bundle 1	2025		
Marc Lemin, PE	SCPA NBIF Site Development	2025		
CEI Oversight – Field	Beaufort County CEI Projects	2026	80%	
Management	V	0000		
Jenny Germuth, PE	Various Berkeley County School District Projects	2026		
Transportation Engineer	Berkeley County On Call	2026	70%	
	Dorchester County On Call	2028		
Todd Steagall, PE	CCR Phase 1 – QC Inspection & Testing	2025	70%	
CEI Program Manager			7070	
Gus Kretschmer	NCDOT U-3467 Rea Road	2025	700/	
Utility Coordination Lead	NCDOT NC 540 Widening	2026	70%	
Randy Carraway, PE				
Construction Administration Engineer	SCDOT – Bridge Package 29 - QC	2025	70%	

Litigation

HISTORY

ICE has been involved in the following litigation in the last five years. These cases will not affect our performance or ability to serve as Program Manager for Jasper County.

PARTIES TO LITIGATION	ICE v. HDR Engineering 2:19-cv-00615	
COURT LITIGATION WAS FILED	US District Court Western District of Pennsylvania (federal court)	
NATURE OF CLAIMS	Contract dispute over payment for professional services	
STATUS OF CASE	Settled in 2020	
PARTIES TO LITIGATION	Mid-Atlantic Drilling v. ICE 2020-CP-40-02276	
COURT LITIGATION WAS FILED	Richland County SC (state court)	
NATURE OF CLAIMS	Payment dispute for drilling services	
STATUS OF CASE	Settled in 2020	
PARTIES TO LITIGATION	Coastal Bridge Constructors v. ICE 3:20-cv-00181	
COURT LITIGATION WAS FILED	US District Court Middle District of Louisiana (federal court)	
NATURE OF CLAIMS	Claim for extra costs	
STATUS OF CASE	Settled in 2022	
PARTIES TO LITIGATION	Galloway v. SCDOT, et al. 2019-CP-42-04336	
COURT LITIGATION WAS FILED	Spartanburg County SC (state court)	
NATURE OF CLAIMS	Personal injury claim for vehicle accident. ICE, along with all subcontractors, named as co-defendant.	
STATUS OF CASE	Dismissed 01/27/2023.	
PARTIES TO LITIGATION	Thomas v. SCDOT, et al. 2019-CP-32-01072	
COURT LITIGATION WAS FILED	Lexington County SC (state court)	
NATURE OF CLAIMS	Personal injury claim for vehicle accident against the SCDOT along with all subcontractors. ICE dismissed as co-defendant. SCDOT cross-claimed ICE for indemnification.	
STATUS OF CASE	Settled June 2023.	
PARTIES TO LITIGATION	ICE, PLLC v Moore Electric Contractors Inc. 2023-CP-32-03893	
COURT LITIGATION WAS FILED	Lexington County SC (state court)	
NATURE OF CLAIMS	Collection action for breach of contract, bad faith and unfair business practices to recover outstanding fees owed to ICE by Defendant.	
STATUS OF CASE	Defendant paid the outstanding balance. Dismissed 2024.	

PARTIES TO LITIGATION	Wardlaw, et. al. v. Hudson and Archer United JV 2023-CP-40-5379	
COURT LITIGATION WAS FILED	Richland County SC (state court)	
NATURE OF CLAIMS	Automobile accident, personal injury	
STATUS OF CASE	ICE was initially named as a co-defendant. Subsequently dismissed prior to pleadings being joined by Plaintiff's counsel after discussion with ICE general counsel.	
PARTIES TO LITIGATION	ICE v Livingston Parish Airport District Docket # 180534 Div. B	
COURT LITIGATION WAS FILED	Livingston Parish LA (state court)	
NATURE OF CLAIMS	Collection action	
STATUS OF CASE	Pending. ICE is suing for approx. \$76k in unpaid fees.	
PARTIES TO LITIGATION	Geiger, et. al. v. SCDOT, SCDHEC, Archer Western Contractors LLC, et al. 2023-CP-36-00263	
COURT LITIGATION WAS FILED	Newberry County SC (state court)	
NATURE OF CLAIMS	Property damage claim against the SCDOT and all contractors and subcontractors for failure to provide adequate erosion control	
STATUS OF CASE	Pending.	
PARTIES TO LITIGATION	Ritchie v. SCDOT, SCDHEC, Archer Western Contractors LLC, et al. 2024- CP-40-02450	
COURT LITIGATION WAS FILED	Richland County SC (state court)	
NATURE OF CLAIMS	Property damage claim against the SCDOT and all contractors and subcontractors for failure to provide adequate erosion control	
STATUS OF CASE	Pending.	

Program

UNDERSTANDING

Jasper County stands at the crossroads of rapid growth and change.

On a weekday morning, traffic on US 278 and other main arteries often back up for miles as commuters, freight trucks, and tourists all share the road. Longtime rural two-lane roads now serve booming communities, leading to congestion and safety concerns that have "plagued the county" in recent years.

At the same time, Jasper County's rivers, wetlands, and green spaces – from Savannah River down to Broad River – face increasing pressure from development. Residents have voiced a clear desire for better infrastructure and preservation of natural resources:

Anyone that has driven through Jasper County from 7 a.m. to 9 a.m. knows that we need help with our road system.

We want clean drinking water, and that means protecting land along the Savannah River.

The 2024 Transportation Sales Tax Program

Born from these community needs, the Program was approved by voters, signaling a clear mandate for County action. **ICE fully understands the context and significance of this program.**

The 1% sales tax will fund a multi-year capital improvement program – unprecedented in Jasper County's history –dedicating roughly 80% of revenues to transportation projects and 20% to Greenbelt projects, as outlined in the referendum ordinance.

For up to 15 years of collections, the program is estimated to generate **\$470 million** for the identified needs. Jasper County's leadership wisely structured the program to balance infrastructure upgrades with land conservation, ensuring sustainable growth and quality of life.

To meet the transportation needs, the County identified priority projects encompassing **highways**, **roads**, **bridges**, **and intersections**. These include major capacity expansions such as widening S-442 (Argent Boulevard) into a 4-or-5-lane arterial to relieve congestion, widening segments of **US 278** for regional traffic, and widening **SC 315**, **US 17**, **SC 462** to improve north-south mobility.

Interchange improvements at I-95 (Exits 18 and 22) are planned to enhance connections between the interstate and local roads – supporting economic development and hurricane evacuation.

Numerous **intersection upgrades** (e.g., US 17/321 in Hardeeville, US 321/336 in Tillman) will straighten alignments and improve safety. Even rural infrastructure is prioritized, with projects like **Glover Road improvements** (upgrading dirt and paved roads) and **Levy Road reconstruction** to modern standards.

We understand that **roads were prioritized based on objective factors** – pavement condition, safety concerns, traffic volume, congestion levels, and the potential to leverage state/federal matching funds. This ensures that the program tackles the worst problems first and maximizes outside funding opportunities. **ICE will help advance these priorities, continually evaluating needs and opportunities to keep the program moving toward completion and aligned with Jasper County's goals.**

Top Priorities

ICE'S FIRST STEPS AS PROGRAM MANAGER

1 Integrate with County Staff and Establish Local Public Agency Status

We will embed key ICE personnel alongside Jasper County staff from day one. One of our immediate actions will be assisting the County in obtaining LPA certification with SCDOT, enabling the County to let and oversee projects involving federal and state funding. This unlocks autonomy and streamlines coordination for key corridor projects like US 278.

Develop a Clear Program Management Plan (PMP)

We will create a comprehensive PMP that outlines how every part of the program will run–from decision-making to risk control, budgeting, reporting, and public communication. This document ensured everyone is working from the same playbook and avoids confusion or delays down the road.

2 Build the Master Program Schedule

A Master Schedule will map out project phasing across the full life of the program. It will track dependencies, cash flow alignment, design timelines, and construction sequencing–ensuring transparency and minimizing internal conflicts. This will be updated regularly as projects progress.

$oldsymbol{4}$ Identify and Launch "Quick Win" Projects

To build early momentum and public trust, ICE will work with the County to prioritize smaller, high-visibility projects (e.g., resurfacing or safety improvements) that can be delivered fast. These quick wins demonstrate progress and encourage continued support from voters and stakeholders.

Coordinate Public Involvement and Outreach

Working closely with The Merchant Strategy, our team members will spearhead communications and engagement with residents, merchants, and stakeholders. Early outreach ensures public concerns and feedback are heard, incorporated into planning, and help avoid opposition or surprises later.

Perform Environmental and Utility Conflict Screenings

Our environmental and utility teams will begin GIS-based screenings across the project list to flag red flags early (wetlands, historic sites, underground conflicts). Addressing these early avoids costly redesigns or permit delays later in the program.

7 Review and Refine Project Scopes and Budgets

ICE will evaluate each project's initial scope, assumptions, and cost estimates to confirm accuracy and identify areas for refinement or bundling. This step ensures realistic schedules and budgets and forms the basis for procurement sequencing and bond alignment.

Greenbelt Coordination

AND SUPPORT

While the Greenbelt program will be managed by a separate firm, ICE understands that certain elements—such as the design and construction of civil infrastructure—may intersect with our responsibilities as Program Manager. These could include building access roads to passive parks, installing docks or trails, or supporting drainage and site access for preserved lands.

ICE will support the County's Greenbelt efforts by managing any civil-related scopes that fall within the Transportation Sales Tax Program, including:

- ▶ Coordinating with the County and the Greenbelt consultant to scope and schedule civil works tied to conservation or recreational use
- ▶ Ensuring civil improvements comply with permitting, ADA, and environmental standards
- Managing the design and construction of roadways, access points, or low-impact amenities serving broader community and conservation goals

Public trust and accountability are central to the program's success. The sales tax represents a major investment by taxpayers, and the public expects visible improvements and careful fund management. Jasper County has instituted strong oversight measures, including a **Transportation Sales Tax Advisory**

Committee that will regularly review project progress and recommend project prioritization and annual independent spending audits as required by the ordinance.

ICE fully supports these measures. We will provide clear,

data-driven updates for elected councils and the public through regular progress reports, website postings, and annual reports that document accomplishments in clear, accessible formats. We will track every dollar and project milestone to ensure full transparency. Additionally, ICE will help Jasper County leverage the voter-approved bonding authority — up to \$150 million in general obligation bonds — to expedite priority projects while maintaining fiscal responsibility.

In summary, ICE's understanding of Jasper County's Transportation Sales Tax Program is comprehensive.

We recognize this program is about more than adding lanes or preserving land—it's about delivering improvements that enhance daily life, build public trust, spur economic opportunity, and preserve the Lowcountry character of Jasper County.

Our management approach will be tailored to achieve these goals, with flexibility to adapt to evolving needs — whether pursuing new federal grants or adjusting for market conditions. ICE's philosophy is rooted in proactive planning,

stakeholder engagement, and practical solutions.

Jasper County can be confident that our Team "gets it" and will keep the County's best interests at the forefront of every decision. We have the local knowledge, insight, and forward-looking vision needed to shepherd this program to success.

Project

MANAGEMENT

Program Management Foundation

As Program Manager, ICE will establish a strong project management framework from day one. Our first task will be to integrate with Jasper County's Team and act as an extension of County staff. We will have our Project Manager and key staff work hand-in-hand with County staff and officials. We will first assist the County in obtaining **Local Public Agency (LPA) certification** with SCDOT. This is a crucial step to enable Jasper County to self-manage projects that involve state and federal funding.

ICE has several former SCDOT management on staff and is well-versed in SCDOT's LPA requirements. Our Team includes professionals who have developed and implemented LPA procedures. We will guide the County through the application, training, and compliance process so that the County gains the authority to let and oversee projects on state highways using local funds.

Achieving LPA status early will save time and money later by streamlining coordination with SCDOT on projects like the US 278 corridor and I-95 interchanges.

Next, ICE will prepare a detailed and comprehensive **Program Management Plan (PMP)** that will serve as the playbook for the entire sales tax program. This document will outline governance, communication protocols, public information, reporting and, risk management strategies, quality control measures, and every aspect of program execution. For example, the PMP will establish protocols for a clear hierarchy of decision-making (so minor design adjustments do not require full Council approval, for instance) and will define how changes in project scope or schedule are evaluated and approved.

Cost estimates will be reviewed, vetted, and updated annually, as this is key to keeping pace with market trends and avoiding budgets being busted seemingly without reason. It will also include a public involvement plan (developed in concert with the County PIO and stakeholders) to ensure citizens stay informed about progress, public meetings, and road work schedules.

Master Scheduling and Quick Wins

Schedule and phasing management is a critical element ICE brings to Program and Project Management. We will develop and maintain a **Master Program Schedule** that sequences all projects over the 15-year period, considering logical priorities, dependencies, and funding flows. Our scheduling experts will use software tools, such as Microsoft Project, to integrate individual critical path method project schedules into a program-wide Gantt chart that clearly shows and tracks critical tasks and deadlines as well as design and construction timelines for each road project and the timeline for Greenbelt acquisitions and improvements. This schedule will be a living document, updated continuously and reviewed in bi-weekly coordination meetings.

Early in the program, ICE will help Jasper County prioritize "quick win" projects – those that can be initiated and completed in the first few years (such as intersection improvements or urgent safety fixes) – to show immediate results to the public. Concurrently, we will launch the design of larger projects (such as

the Argent Blvd widening and other major widening projects) so that those can enter construction by 3-5 years with the aid of bond financing, as needed.

We will recommend staggering projects to avoid overloading local traffic detours or the construction labor market at any one time. Our approach to phasing will ensure that each year of the program yields tangible improvements, while maintaining manageable workloads.



Risk Management and Early Mitigation

ICE's Project Managers will convene weekly update meetings with design consultants and contractors once projects are active and monthly status meetings with County leadership and the Advisory Committee to review high-level progress or at frequencies as directed by the County. A cornerstone of our project management approach is risk management.

ICE will lead a **cost-risk analysis workshop** for each major project at the conceptual stage. In these workshops, we will bring together subject-matter experts (design engineers, environmental scientists, utility coordinators, etc.) to brainstorm potential risks – e.g., unforeseen wetlands increasing permitting time on a road widening, or utility relocations adding costs and delays – and assign likelihood and cost impacts to each. This process, which ICE has successfully used on large highway projects, results in a **"risk-adjusted"** cost and schedule that can help condition expectations and avoid unpleasant surprises.

By quantifying risks early, we can develop contingencies and mitigation plans (such as scheduling certain activities in dry season to minimize environmental delay or bundling utility relocations into the construction contract to maintain control). This proactive approach sets ICE apart – rather than reacting to problems, we anticipate and neutralize them to keep the program on track.

Stakeholder Coordination

ICE's project management team will emphasize **proactive stakeholder coordination** and communication through the program.

We recognize that successful delivery involves many parties including:

- County Departments
- SCDOT
- ▶ Municipalities (Hardeeville & Ridgeland)
- Utility Companies
- Property Owners
- ▶ Regulatory Agencies
- The General Public

To maintain alignment across all groups, out Project Management Team will establish **dedicated coordination channels** tailored to each stakeholder's needs.

Berkeley County Sales Tax Ribbon Cutting Ceremony





SCDOT Coordination:

We will hold quarterly meetings with SCDOT to review the status of projects on state route. These meetings will ensure that project plans meet SCDOT standards and that required approvals are secured on schedule–preventing administrative delays and streamline delivery.

Municipal Coordination (Hardeeville and Ridgeland):

We will meet regularly with the City of Hardeeville to coordinate on projects within or near city limits—such as the US 17/321 intersection upgrades and Argent Boulevard improvements. These discussions will incorporate local input design elements and ensure traffic management plans minimize impacts on daily life and commerce.

Similarly, ICE will coordinate closely with Ridgeland leadership on projects that affect their jurisdiction to ensure local needs and concerns are addressed early in the design and construction process.

Emergency Responders and School District Coordination:

ICE will assist County staff in maintaining direct contact with emergency officials responders and school during project planning and construction phasing. We will work to ensure that emergency routes are preserved, detours are clearly communicated, and school bus operations remain safe and efficient throughout construction activities.

Public Outreach and Communication

ICE's public involvement efforts will be led by TMS, a trusted communications partner on our Team. Their work will ensure that Jasper County citizens remain informed, engaged, and supportive throughout the life of the Transportation Sales Tax Program.

Public Meetings and Community Engagement

TMS will organize public information meetings at key project milestones, such as during concept planning phases and prior to the start of major construction activities. These sessions will provide opportunities for residents to offer feedback, ask questions, and stay involved throughout program delivery.

Program Website and Public Portal

We will develop and manage a dedicated Program Website and Public Portal to serve as the central information hub for all project activities. This will feature:

- Project Updates and Announcements
- Interactive Maps
- Construction Timelines
- ▶ Financial Summaries
- Public Comment and Feedback Tools

Social Media and Targeted Outreach

To complement the website, TMS will implement regular social media updates and targeted outreach materials designed to keep a broad audience informed. These communications will help tell the story of the program clearly and compellingly, reinforcing transparency and building public trust over the course of the multi-year effort.

ICE's Integration Role

ICE's program management team will fully integrate public outreach activities into the broader management strategy, ensuring that transparency, open communication, and accountability are maintained throughout every phase of the Transportation Sales Tax Program.

Program and

FINANCIAL MANAGEMENT

Big-Picture Financial and Schedule Oversight

Managing a **\$470 million program** requires meticulous financial and schedule oversight, along with a big-picture perspective on how all the moving parts fit together.

ICE's approach will ensure that every dollar of the Transportation Sales Tax is maximized and accounted for.

We will handle the program's finances with the **same care** as we would our own—exercising fiscal discipline, transparency, and strategic planning to deliver projects on time and within budget.

Budget Setup and Financial Reporting

We will work with the County Finance Department to set up **budget accounts for each project** and for overall program administration. As invoices come in – from design consultants, contractors, land purchases, etc. – they will be logged against the respective project budgets in real-time. Our financial analysts will generate monthly financial reports that summarizing:

- Expenditures to date
- Percent of budget used
- Remaining funds per projects

These reports will be tailored for different audiences:

- Detailed versions for County Finance staff
- High-level summaries for the Advisory Committee and the public, ensuring financial transparency at every level

Setup and Forecasting

Create project-specific budget accounts, forecast revenue, and align funds with project phasing.

Real-Time Tracking

Log invoices against live budgets and generate monthly reports showing expenditures, % used, and remaining balance.

Cost Controls

Establish cost targets, manage consultant pricing, and bundle projects strategically to maintain efficiency and value.

Audits and Reporting

Support annual audits and prepare public-facing financial summaries with clear charts and plain-language insights.

Sales Tax Revenue Management and Cash Flow Planning

ICE is very familiar with the revenue mechanics of local option sales taxes. Jasper County's tax will have a defined lifespan of no more than 15 years and will collect up to \$470 million (or cease when that amount is reached). We will work with the County to develop conservative revenue projections each year, likely in consultation with the State Department of Revenue data. Knowing the expected cash flow, we will help plan how to phase projects accordingly.

Strong cost management is essential throughout design and construction. Some years will see spikes in construction spending, whereas sales tax revenues accrue steadily. ICE will develop and periodically update cost-loaded schedules for each project to determine anticipated cash needs. ICE will use this as the basis to assist the County in determining when it may be appropriate to bond up to the approved \$150 million to save on escalating construction costs. For example, we anticipate the County being able to pay-as-you-go during the first two years of the program.

Getting design contracts in place and the design phase underway and finalized will be a relatively minor funding need when compared to the construction phase, which is the most expensive and last phase of the project delivery. We will develop a 15-year cash flow model that plots out sources and uses of funds, ensuring that the program never faces a funding shortfall.

"More Value per Penny: Through aggressive pursuit of grants and smart project phasing, ICE will **stretch Jasper** County's Penny Sales Tax further delivering more improvements without more cost"

Cost Control Strategies

Cost control is another essential aspect of our financial management. ICE will enforce strong cost management practices from design through construction.

In design, we will **set cost targets** for each project (based on the referendum estimates and our refined cost-risk analyses) and challenge design consultants to stay within those targets. We will review design decisions for cost efficiency for instance, evaluating whether a 5-lane section can transition to 4 lanes sooner to save costs without impacting traffic or using retaining walls strategically to reduce right-of-way acquisition.

During construction procurement, ICE will assist the County in packaging projects in a way that achieves economics of scale and attracts competitive bids (perhaps bundling smaller projects together or separating specialty work into different contracts to get the best pricing). We will provide independent engineer's estimates for each construction project being bid and may need to negotiate to keep contractor prices reasonable.

Rigorous Change Order Management

Every change will be evaluated for necessity, and we will seek cost recovery or value engineering options to offset any added costs. By having a full program view, we can sometimes offset cost increases on one project with savings on another. For example, if Project A comes in under budget, we can reallocate those funds to Project B if needed, with County approval. We will recommend developing and maintaining a program contingency fund, if feasible (essentially a reserve from within the \$470M) to handle unforeseen costs, and we will only dip into it with proper justification and after exhausting other avenues.



Grant and Additional Funding Support

A distinguishing feature of ICE's approach is our commitment and strategy to **identify additional funding sources** to stretch leverage and maximize the County's sales tax dollars.

The referendum's success positions Jasper County as an excellent candidate for matching grants – many state and federal grants look for local commitment, which the sales tax demonstrates.

ICE will actively seek grants (like USDOT's RAISE or INFRA grants, South Carolina State Infrastructure Bank opportunities, or FEMA resilience grants for road improvements in flood-prone areas). We will work with the County to prepare compelling grant applications. We will use our knowledge of the projects to emphasize regional significance (for US 278, for example) or safety benefits (for rural road improvements).

If successful, these grants could fund portions of projects, freeing up local funds to cover more scope or additional projects. ICE is very familiar with federal requirements and will guide the County accordingly, should a federal grant be obtained.

Financial Compliance and Reporting

Identifying other funding sources will extend the program's impact far beyond what the sales tax alone could achieve. On the administrative side, ICE will ensure strict compliance with financial regulations and reporting requirements unique to other funding sources. We will assist the County during the annual independent audits by keeping immaculate records and documentation for every transaction.

Our Team will assist the County by providing any **needed project documentation** so that auditors (and the public) can easily verify that funds were spent in accordance with the referendum's intent. We will also help draft the annual report to the County Council and the public, which the Advisory Committee can present, documenting progress and expenditures in an accessible format. ICE's experience preparing similar reports for other county programs means we know how to communicate the program's financial health clearly, using charts, tables, and plain language summaries.

Summary

ICE's **Program and Financial Management approach** is characterized by comprehensive oversight, strategic financial planning, and unwavering public transparency. Jasper County's citizens will be able to see that their money is managed by professionals who care about value and accountability. Success for us means delivering all promised projects within the \$470 million—or even doing more—by smart management and leveraging funds. ICE's track record of effective program controls and financial stewardship will be a tremendous asset to Jasper County.

Project Planning, Scoping,

AND CONCEPTUAL DESIGN

Laying the Groundwork with Purpose and Clarity

For successful design and construction, good planning is essential. ICE's approach to Project Planning, Scoping, and Conceptual Design will set each project up for success by clearly identifying objectives and ensuring that we utilize the first principles of thinking: "Begin with the end in mind."

In this early phase, our Team will work closely with Jasper County, SCDOT, municipalities and other stakeholders to define each project's objectives, explore alternatives, and resolve the final scope, budget. and schedule – all while considering environmental and community factors from the outset.

Project Scoping Reports That Define Scope, Needs, and Expectations

For each transportation project in the program, ICE will develop a detailed Project Scoping Report (or Project Planning Report). This report will be a foundational document that compiles all key information and decisions about the project at the concept stage.

Per the RFQ expectations, our Conceptual Design Team will include in these reports:

- Draft Purpose and Need Statement (identifying why the project is needed, e.g. relieve congestion on SC 170, or improve safety at a skewed intersection);
- ▶ A detailed **Project Description**;
- Proposed Design Criteria (design speed, typical section width, design standards);
- ▶ A sketch-level Conceptual Design layout (plan view of road improvements, preliminary alignment or widening footprint and typical sections);
- ▶ The Project Extents (location, area, and length);
- An Environmental Constraints overview (identifying wetlands, historic properties,

- endangered species habitats or other concerns in the area);
- An initial determination of the required **NEPA level** (e.g. Categorical Exclusion vs. Environmental Assessment) and any likely environmental permits needed;
- A Utility Coordination overview (noting which utilities are present and potential conflicts);
- Potential Easement and Right of Way needs, based on concept plans;
- A preliminary Cost Estimate (itemized to the extent possible, including contingencies informed by the risk analysis);
- A projected critical-path Schedule for design and construction

The report will serve as a one-stop reference for County officials, the Advisory Committee, and other stakeholders. ICE will seek County approval before development, incorporate review comments, and finalize the report for public release.

Holistic, Multidisciplinary Scoping

What sets ICE apart in this stage is our experienced and holistic approach to project scoping. This will be key to avoiding confusion and misunderstandings, and enable us to set and meet, or exceed expectations. We do not just consider the engineering – we also consider community input, environmental stewardship and realistic permitting timeframes, right-of-way impacts and acquisitions, and constructability from the beginning.

Our Team will organize **field visits and charrettes** for each major project, bringing together engineers, environmental scientists, and utility experts to walk the project area (physically or via maps and Streetview) and **identify issues early**. For example, on the SC 46/170/315 intersection project, our scoping Team will coordinate with both SCDOT and local engineers and planners because this project could significantly alter traffic patterns at a key junction between Jasper and Beaufort counties.

We will **evaluate different conceptual layouts** with County staff (perhaps a roundabout vs. a signalized realignment) and weigh them against the project goals of capacity and safety. For widening projects like US 17 or SC 315, early decisions like which side of the existing roadway to widen on (or whether to add lanes symmetrically) will impact how many parcels might be affected by proposed right-of-way.

ICE will **generate and compare alternatives** at the conceptual stage, often presenting **options with pros/cons and cost differences** and recommendations to aid decision-making. This way, County leaders and the Advisory Committee can be involved to make informed decisions on the preferred concept that **balance cost, impact, and benefit.**

Early Public Engagement for Local Support

Another critical aspect at this stage is public involvement, which will be led by our communications partner, **The Merchant Strategy.** While full public meetings may occur later during design, our Team believes in **early and meaningful engagement**—especially for projects that have a direct impact on communities, such as the reconstruction of Levy Road through residential areas.

ICE and The Merchant Strategy will take the lead in engaging residents, local leaders, and property owners early in the scoping phase through **meetings**, **small workshops**, **or neighborhood listening sessions**, and can develop website information and surveys or questionnaires to poll the affected community and quantify the inputs received so that the County leaders understand the public's desires. These interactions are vital for capturing community priorities and building support—whether it is concerns about speeding, access, or preserving neighborhood character—which can then be reflected in the conceptual design.

Environmental Planning Integration to Minimize Delays

ICE's approach also emphasizes **environmental planning integration.** Our environmental Team will perform **desktop environmental screenings** during scoping. Using GIS data, we will map wetlands, floodplains, endangered species ranges, cultural resources, etc., relative to each project.

If a planned road widening on US 17 looks like it could encroach on a marsh, we will note the permitting requirements and consider design options (like bridging or shifting alignment) to minimize impacts. By identifying environmental red flags early, we can often streamline the NEPA process later.

In one case, an ICE environmental planner discovered a historical site near a planned bridge project during the planning phase – we adjusted the alignment by a few yards and avoided what would have been a lengthy Section 106 historic review.

For Jasper County's projects, we will similarly strive to **avoid or minimize impacts at the conceptual stage,** saving time in permitting. The planning reports will clearly list anticipated permits (e.g., a Nationwide Permit from the Army Corps for a particular culvert extension), so the County is aware of the likely environmental steps for each project upfront.

Data-Driven Conceptual Design

Innovative conceptual design is another strength ICE brings. We employ advanced tools like traffic simulation software (Synchro/SimTraffic, VISSIM) during planning to test and present to decision makers how different design concepts will perform.

For example, for the **US 278 corridor widening,** we can simulate future traffic with and without certain improvements (such as added turn lanes at key intersections or innovative intersection designs) to ensure the concept we pursue will truly alleviate congestion and meet project objectives.

We also consider **constructability and maintenance of traffic** in our concepts – how to build the project without creating additional traffic burdens for those who have to use the road. It might influence whether we build new lanes to one side first or expand symmetrically. Our construction experts weigh in early so that our conceptual designs are realistic and buildable.

The Outcome: Clarity, Speed, and Confidence

At the conclusion of the planning and conceptual phase, Jasper County will have a **clear roadmap for each project**: a **defined scope**, a **baseline schedule**, and **budget**, and **documented considerations of environment and utilities**. This creates a solid foundation on which designs can proceed at speed. By investing time and expertise in thorough project scoping, ICE will help **avoid indecision and scope creep** and **minimize surprises** later.

Our approach in this phase is essentially about **de-risking the projects early in the program**—clearing the path forward so that design engineers, contractors, and everyone involved know exactly what the goal is and what should be expected.

Utility

COORDINATION

The Challenge of Utility Relocation

Relocating utilities is often one of the most challenging and poorly planned aspects of transportation projects – if not managed well, it can lead to delays, cost overruns, and unhappy stakeholders.

ICE's approach to Utility Coordination is proactive, systematic, and founded on strong relationships with utility companies. Our goal is to "clear the path" for each project, like the Pittsburgh Steelers' Mike Webster opening a hole in the defensive line for Franco Harris to run through, by resolving utility conflicts early and efficiently so that utilities do not become the Achilles' heel of Jasper County's Road improvements.

Program-Wide Utility Communication

Our Utility Coordination Team will begin by notifying all utility owners in Jasper County (and the surrounding region, since some infrastructure like telecom or gas lines might traverse the area) about the passage of the sales tax program and the upcoming projects. Early communication sets a collaborative tone.

We will provide them with maps and descriptions of the project corridors and request information on their existing facilities in those areas. ICE has a database of utility contacts (and we will augment it with local knowledge from County staff who know which companies operate where).

The utility owners will be invited to a Utility Coordination Kickoff Meeting where we introduce the program (projects and schedules), establish points of contact and lines of communication, and emphasize that we want to work together to minimize impacts – this meeting helps get buy-in and puts faces to names, fostering partnership rather than adversarial interactions.

Project-Level Coordination Framework

For each individual project, ICE will follow a structured utility coordination process (aligned with SCDOT's Utility Accommodation policies and any local protocols). Key steps include:

Subsurface Utility Engineering (SUE)

We will arrange for SUE services (using a qualified subconsultant if needed) to accurately locate underground utilities in the project areas. **Quality Level B** (designating) and **Quality Level A** (test holes) data will be obtained for critical conflict points.

This precise information allows us to plot utilities on the design plans and identify conflicts with proposed construction (for example, a water line that runs exactly where a new storm drain is planned). By investing in SUE, we avoid nasty surprises during construction like uncharted lines.

Utility Conflict Analysis

Once we have the existing utility maps and the project's conceptual (and later detailed) designs, ICE will perform a conflict analysis.

We will mark which utilities are in conflict and which might remain in place. For those not impacted, we will obtain letters of "No Conflict" from the owners to document that they have reviewed the plans and foresee no issues. For utilities that are impacted, we categorize the conflicts by severity and type.

Relocation Strategy Development

ICE acts as the facilitator between the project design team and the utility owners. We will sit down with each utility company (power, water/sewer, telecom, gas, etc.) to discuss the conflicts and brainstorm solutions.

Sometimes, a road design can be tweaked slightly to avoid a utility (for instance, shortening or shifting a culvert to avoid moving a water main). We will pursue those design accommodations where feasible as a first option. Where relocations are unavoidable, we work with the utility to decide new alignments for their lines and coordinate that with the road design.

ICE will prepare utility relocation drawings or markups of the road plans showing where utilities could move to, ensuring they do not clash with other proposed relocations. We also coordinate between utilities – for example, if the power company needs to move poles and the telecom has lines on those poles, we facilitate a combined approach so they relocate in concert or perhaps move underground together, etc.

Our utility coordinators will hold regular utility coordination meetings (likely monthly during design phases) to keep all parties informed and working in the same direction.

Determining Prior Rights and Cost Responsibility

A critical aspect is determining who pays for each relocation. ICE will thoroughly research prior rights – whether the utility has an easement or was there by permit – to establish if the County (project) is responsible for relocation costs or if the utility must cover it.

This can be complex, but our Team's experience with utility agreements and a long history of SCDOT projects will ensure Jasper County does not overpay for relocations. For utilities without prior rights (i.e. in public right-of-way by permit), we will obtain no-cost agreements where the utility owner agrees to move at their own expense. If a utility does have prior rights (e.g., an easement that predates the road project), then the project may need to fund the relocation – in those cases, we will negotiate utility agreements that clearly outline the scope and cost, and we will seek ways to minimize that cost (perhaps by including the relocation in the road contractor's work for efficiency, or standardizing materials).

We will explore in-contract utility relocation for cases where it makes sense – meaning the road contractor would perform the relocation as part of the highway contract. This can sometimes be faster and cheaper, especially for smaller utilities, and we will coordinate such arrangements with the utility owners as needed.

Relocation Schedule and Execution

Once plans are settled, we will push for utilities to relocate ahead of or during construction in a timely manner. ICE will create a Utility Relocation Schedule that is coordinated with the project construction schedule. We will monitor progress closely.

Our Team will serve as on-site liaisons during relocation work, resolving any field issues (for instance, if a buried cable is found slightly off its assumed location, we work out a quick field adjustment with the designer and utility crew). By keeping a close eye, we ensure relocations happen as planned.

Documentation and Close-out

ICE will maintain detailed logs of all utility coordination communications, approvals, and agreements.

Before a project goes to construction, we will have a Utility Clearance Letter on file indicating all utilities are addressed (either relocated or protected in place) so that the contractor knows they have a clear site, except for any coordinated work.

What Sets ICE's Utility Coordination Apart

Persistent, Proactive Communication

We engage utility providers early—and follow up often—to keep project needs at the top of their priority list.

Strong Industry Relationships

Our team has long-standing connections with South Carolina utility companies and understands their processes, preferences, and constraints.

Utility-Specific Scheduling Insight

We plan around utility needs—like telecom providers preferring a single relocation phase with ample notice—so nothing falls through the cracks.

▶ Tech-Enabled Coordination

We use shared GIS maps, live utility databases, and collaboration platforms to streamline communication and track relocation updates in real time.

Construction

ADMINISTRATION

From Plans to Pavement: Delivering with Confidence and Control

When it comes to turning plans on paper into pavement on the ground, ICE's Construction Administration approach ensures that construction is executed safely, efficiently, and to the highest quality standards. We see Construction Administration as the phase where all the careful planning and design pays off – and we are there every step of the way to protect the County's interests and deliver a successful project. Jasper County's sales tax program will involve many construction contracts over the years, from small intersection upgrades to multi-mile widenings, and even possibly amenities for Greenbelt projects. ICE's seasoned CEI Team will oversee these with a consistent, rigorous methodology.

Pre-Construction Services

Our involvement in construction starts even before a contractor breaks ground. ICE will assist Jasper County with bid package preparation and procurement for each project. We will ensure the construction documents (plans, specifications, contract provisions) are clear, biddable, and reflective of the County's requirements. In particular, we will incorporate any necessary local provisions such as traffic management constraints (e.g., no lane closures during peak hours on US 278) and DBE participation goals. We will support the County's procurement process by conducting pre-bid meetings, answering contractor questions (issuing addenda as needed), and evaluating bids for completeness and responsiveness. Once a contractor is selected, ICE can facilitate the preconstruction conference to align expectations between the contractor, County, and any third parties (utilities, etc.).

Construction Inspection and Oversight

ICE will provide on-site CEI services for the program's projects, acting as the County's eyes and ears on the job site. Our certified inspectors and resident engineers have extensive experience on SCDOT and local projects, which means they are intimately familiar with roadway construction methods, SCDOT standard specs, and quality requirements. The RFQ allows the Program Manager to perform CEI, and ICE has a full CEI division ready to deploy. For each active construction contract, we will assign a Resident Project Representative (RPR) – a highly qualified engineer or inspector who will be on site daily to inspect the work, coordinate with the contractor, and ensure compliance with plans and specs. Supporting the RPR will be a team of inspectors (scaled to the project's needs – a big widening might have multiple inspectors for structures, earthwork, paving, etc., whereas a small sidewalk project might need one part-time inspector). All our inspectors hold necessary certifications (ACI concrete, NICET, asphalt roadway technician, erosion control, etc.) to test materials and verify workmanship meets or exceeds standards.

Quality Assurance

ICE will implement a Quality Management Plan for construction. This includes detailed daily inspection reports (documenting weather, work performed, manpower, equipment, materials, tests, etc.), material sampling and testing protocols (ensuring, for instance, that asphalt delivered meets mix design and density requirements), and prompt issue tracking. If any deficiencies are observed – say concrete that does not meet strength or a curb that is not to line/grade – our Team will flag it and ensure the contractor corrects it, either by repair or replacement, at no cost to the County. Our philosophy is "build it right the first time," and we work closely with contractors to achieve that. However, if issues arise, we are resolute in enforcing the contract.

Contract Administration and Compliance

ICE's construction managers will handle the myriad of administrative tasks that come with construction. We will review the contractor's baseline schedule and monitor schedule updates, verifying that sufficient progress is being made. If a contractor falls behind, ICE will proactively engage them with recovery plan discussions to mitigate delays. We will process submittals and shop drawings – reviewing contractor submissions (or forwarding to the design engineer when technical) in a timely manner so as not to hold up work. Our Team will also evaluate change order requests – only those merited by unforeseen conditions or minor owner-directed changes will be recommended, and we will negotiate fair pricing using our cost estimate skills and by analyzing contractor provided breakdowns.

An important part of contract administration is pay application review. ICE will thoroughly check the contractor's monthly pay requests against field progress. We will verify that claimed quantities of work were indeed installed and meet specifications before recommending payment. This protects the County from overpayment and ensures the pay reflects true progress (which ties into our budget tracking for the program).

Safety and Environmental Oversight

Safety oversight is another duty – we will monitor that the contractor is following OSHA regulations and project-specific safety plans. For example, on a roadway project, we will continuously check that proper traffic control (signs, cones, flaggers, if needed) is in place to protect both workers and the traveling public. If we see any unsafe conditions, our inspectors are empowered to immediately require corrections or pause work if necessary. Safety is non-negotiable in our approach.

Environmental compliance during construction will also be watched. Jasper County's beautiful environment must be protected even as we build roads. ICE inspectors will ensure that erosion and sediment control measures (silt fence, construction entrances, etc.) are properly installed and maintained, and that there are no violations of environmental permits (like improper wetlands disturbance or turbidity in streams). We document these inspections and any corrections, keeping the project in good standing with regulators.

Traffic and Stakeholder Coordination

Traffic and stakeholder coordination during construction is something ICE will actively manage. Construction can be disruptive – lane closures, detours, noise – and we will minimize those impacts through careful coordination. Our Construction Team will send out weekly look-ahead schedules to stakeholders (schools, emergency services, public via website) to inform them of any significant traffic impacts coming. We will coordinate with SCDOT District traffic engineers for any required lane closure approvals on state routes. If work is occurring in a neighborhood (like Levy Road reconstruction), we might go door-to-door beforehand with flyer's, so residents know what to expect and whom to call. The program web site will be frequently updated for project construction information. Because we were involved from the start, our Team will be familiar faces, maintaining trust built during the earlier phases.

Final Close-Out and Continuous Improvement

Closing projects out properly is the last step of our construction administration. ICE will ensure punch list items are addressed thoroughly, and we will not recommend final acceptance until everything is completed to standards. We will gather all asbuilt drawings (surveys and redlines from the contractor) and deliver organized project files to the County for maintenance records. We will also verify all warranties and guarantees are in place for materials or equipment. A successful close-out also includes reflecting on lessons learned – ICE does post-project reviews to capture any insights that can be applied to future projects in the program (continuous improvement).

Why ICE's Construction Approach Works

What sets ICE apart in Construction Administration is our depth of experience and commitment to timely, on-budget delivery without sacrificing quality. We have managed construction on interstate interchanges with multi-year schedules and on small sidewalk jobs – in all cases, we treat the project as if we are the owner. Our construction managers are adept at problem-solving on the fly. For instance, if unexpected poor soil is found (something that can happen in the Lowcountry), we quickly convene with geotechnical engineers and propose solutions (undercut and backfill, soil stabilization, etc.) to keep the job moving – all while negotiating costs so the County is not blindsided.

Finally, we recognize that Jasper County's program will run for many years, and construction technology and methods evolve. ICE stays at the forefront of industry practices – whether it is new materials, accelerated bridge construction techniques, or improved project management software. We will continuously improve our construction administration approach by adopting proven innovations that can save time or money for the County.

In summary, ICE's Construction Administration approach is to ensure that plans translate to successful projects on the ground. Through diligent oversight, effective communication, and a solutions-driven mindset, we will deliver each project to Jasper County's expectations. When a project is finished – say a widened Argent Boulevard is opened to traffic, or a new park is opened along the Savannah River – we want the County and its citizens to celebrate not just the end result, but also to be proud of staff, to look back and say, "That project went very smoothly." Our approach will make that outcome the rule, not the exception.

Conclusion: A Trusted Partner for a Transformative Program

Jasper County's Transportation Sales Tax Program is ambitious and transformative. It requires a Program Manager with vision, experience, and dedication equal to the task. ICE's proposed approach – rooted in best practices and customized for Jasper County – will ensure the program's success from planning through construction. We will manage the big picture without losing sight of the details, always guided by the principle that this program is for the people of Jasper County. Our narrative-driven and collaborative style of management will keep everyone – officials, stakeholders, and citizens – on the same page and informed of the progress and value being delivered.

By choosing ICE, Jasper County gains a partner who has the technical knowledge, the local and regional experience, and the passion to deliver. We will turn the list of projects and initiatives approved by the voters into a legacy of safer roads, stronger communities, and protected landscapes. ICE is ready to begin immediately, and we are committed to seeing the program through to its successful completion. Together, let's build the future of Jasper County – one road, one bridge, one green space at a time – and do it with excellence and integrity.





EXHIBIT C





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Task D	escription	DELIVERABLE	September	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
PLANI	NING PHASE	**																				
1	ICE FEE Task 1 - Program Management Services																					
1.a.	Assist the County in obtaining Local Public Agency (LPA) status with South Carolina	1/31/2026			*																	
	Department of Transportation (SCDOT) and compliance with LPA. Coordinate, manage, and review Project plans, technical reports, specifications, and																					
	estimates prepared by project design consultants providing professional services to the County, for consistency with contract budgets, schedules, scope of work, design criteria, and	As-Needed																				
a	applicable standards. This shall include civil site improvements associated with the Greenbelt																					
	Initiatives.	40 /04 /0005		4				4								4						
	Update Project cost estimates (25) annually	12/31/2025		*				*				*				*				*		
1.d.	Prepare independent cost estimates for Project professional services and assist the County with scope, schedule, and fee negotiations with Project design consultants, also to include	12/31/2025		*																		
	the civil site improvements associated with the Greenbelt Initiatives. Review Project design consultant invoices for accuracy, compliance with contract terms, and																					
1.e.	progress of the work. This shall include civil site improvements associated with the Greenbelt Initiatives.	Monthly																				
	Conduct meetings, monitor design progress, and keep the County informed of each Project's																					
	status. This shall include civil site improvements associated with the Greenbelt Initiatives.	As-Needed																				
	Coordinate with municipalities, environmental agencies, and other project stakeholders as applicable to secure necessary approvals and permits prior to the construction letting. This	As-Needed																				
9	shall include civil site improvements associated with the Greenbelt Initiatives.	AS NECUCU																				
	Ensure that all necessary permits and environmental approvals are obtained prior to letting a Project for construction. This shall include civil site improvements associated with the	As-Needed																				
	Greenbelt Initiatives. Ensure that all rights and easements necessary for the project are acquired prior to the																					
	construction letting. This shall include civil site improvements associated with the Greenbelt	As-Needed																				
_	Initiatives. Ensure that all utility coordination activities necessary to facilitate project construction have																					
	been performed prior to the construction letting. This shall include civil site improvements	As-Needed																				
	associated with the Greenbelt Initiatives. Perform technical, constructability, and maintainability reviews, including life cycle costs,																					
	accessibility, equipment clearances, etc. prior to the construction letting. This shall include civil site improvements associated with the Greenbelt Initiatives.	As-Needed																				
	Responsible for overseeing the preparation of construction bid documents by the project design consultants, including the review of plans, specifications, estimates of quantities, bid																					
1.l. s	schedules invitations to bid or request for proposals that shall comply with the County	As-Needed																				
	procurement code. This shall include civil site improvements associated with the Greenbelt initiatives.																					
	Conduct pre-bid meetings, review bids, and advise the County through selection and contract	A. Nasadad																				
	award process. This shall include civil site improvements associated with the Greenbelt initiatives.	As-Needed																				
	Coordinate and/or conduct value engineering studies and recommendations as may be requested to reduce construction costs. This shall include civil site improvements associated	As-Needed												_					_			
	with the Greenbelt Initiatives. Review and maintain project related correspondence and files. This shall include civil site																					
	Review and maintain project related correspondence and files. This shall include civil site improvements associated with the Greenbelt Initiatives.	As-Needed																				
	Perform public outreach activities including public meeting facilitation, mailer and handout																					
	design, coordinate response to public comments and meetings, or as required. This shall include civil site improvements associated with the Greenbelt Initiatives.	As-Needed																				
	·																					
	Task 2 – Program and Financial Management Provide a written monthly Program Status Report for County staff and Council, due by	15th of each																				
2.a.	12:01p.m. local time on the 15th of each month.	month As-Needed																				
2.0.	Attend all meetings associated with the program as directed by the County. Prepare a Program Management Plan that will serve as the playbook for the entire sales tax	As-Needed																				
2.c.	program. This document will outline governance, communication protocols, public information and reporting strategies, risk management strategies, quality control measures,	12/31/2025		*																		
	and every aspect of program execution.																					
	Prepare a Master Program Schedule that sequences all projects over the 15-year period, using logical priorities, dependencies, and funding flows. The master schedule shall integrate																					
	individual critical path method project schedules into a program-wide Gantt chart that clearly shows and tracks critical tasks and deadlines a for the design, right of way acquisition,	3/31/2025																				
	permitting, and construction for all projects within the program and the timeline for	-,,			*																	
	Greenbelt acquisitions/improvements. This will be updated quarterly and as projects progress.																					
	Develop and maintain a Program Financial Plan to forecast Program revenues, project expenditures, and cash balances. The financial plan shall be in accordance with the CIP and																					
2.e.	the Consultant will participate in the County's annual CIP planning process. Revenue and	12/31/2025		*																		
	cash reports will be County derived and maintained. Provide quarterly financial reports to include revenues, encumbrances, and expenditures,	20.1											_									
2.f.	due 30 days after the end of the quarter, using data provided by the County Finance Department.	30 days past Quarter			*				*				*				*				*	
-	Develop and implement a Public Involvement Plan which shall include a Program website,																					
	strategic use of social media, holding public meetings as requested to provide accurate, up to date project information to the citizens of Jasper County. This shall include civil site	12/31/2025		*																		
	improvements associated with the Greenbelt Initiatives.																					
2.h.	Develop and manage a dedicated Program Website , hosted and maintained by the Consultant with a link to/from the County's web site, to display program information, project	12/31/2025		*																		
,	updates, interactive maps, timelines, and financial summaries, FAQ as well as an option for citizens to ask question or provide input.																					
	Develop and implement a project Data Management System that provides readily accessible,	12/31/2025		*																		
2.i.	complete, and well-organized files for each project. Provide the County with recommendations for the timing and amount of bond issuances,	3/31/2026																				
	based upon the Program Financial Plan. Review and recommend methods to maximize efficiency and achieve economies of scale in	Annually								-												
1	the procurement of projects. Develop consistent Design Criteria, standards, and specifications for use on projects	Annually																				
2.1.	developed by the Program where needed due to no available or applicable SCDOT design	12/31/2025		*																		
	criteria or SCDOT standard specifications. Investigate and recommend available Grant Opportunitie s on behalf of the County.	Ongoing/Annual																				
2.n.	Assist with document production related to Freedom of Information Act (FOIA) requests and	As-Needed																				
2.11.	other requests for information as applicable. Assist with the development of encroachment permits, intergovernmental agreements (IGA),	~ weeded				-	-															
20	memorandums of understanding (MOU), memorandums of agreement (MOA) and financial participation agreement (FPA) to facilitate coordination with the SCDOT. South Carolina State	As-Needed																				
	Infrastructure Bank (SCSIB) and other applicable parties as needed.																					
	Determine a method to evaluate project risk and cost, conduct risk analysis as needed, and make recommendations based on analysis. (Risk Analysis per SOQ)	12/31/2025		*]						Ī	_					_			
2.0	Conduct bid analysis/evaluation of bids or prepare cost estimates for comparison when	As-Needed																				
	appropriate. Provide engineers probable opinion of cost when requested.					ECT SPECI																
3	Project Planning, Scoping, and Conceptual Design				PRO	ECT SPECI	FIC SCHEE	DULE														
	Establish the scope of improvements, cost estimates, and baseline cost-loaded schedules for	1/11/1000			*																	
ē	each project including the following subtasks. This would include civil site improvements associated with the Greenbelt Initiatives .	1/31/2026			^			<u></u>		<u> </u>	<u> </u>							<u> </u>				<u></u>
,	A. Development of Conceptual Project Design Perform feasibility and initial constructability review of a conceptual design and scope of each						1															
	project. Provide baseline costs and schedule, to include design, right-of-way, construction,																					
1	utility coordination, utility relocation, and permitting. The conceptual designs shall be developed in accordance with the South Carolina																					
	Department of Transportation (SCDOT) Highway Design Manual and the American Association of State Highway and Transportation Officials (AASHTO) "A Policy on Geometric																					
	Design of Highways and Streets".																					
	Conceptual designs shall be developed on aerial photography and available GIS. Design features to be illustrated shall include the proposed roadway typical sections, roadway																					
· - b			1	l	Ì	1	1	1	Ì	l	l						l	l				
a	alignments, lane configurations, auxiliary intersection turn lanes, and bicycle & pedestrian																					
1	alignments, lane configurations, auxiliary intersection turn lanes, and bicycle & pedestrian facilities. The conceptual designs shall be presented on color roll-plots for coordination with project stakeholders and on $11'' \times 17''$ size sheets for incorporation into a project planning report.																					

	Work to minimize impacts to private property, buildings, cultural features (churches,												
	cemeteries, parks, etc.), major utilities, and natural resources in the development of the project conceptual designs. COUNTY GIS property lines shall be referenced into the												
	conceptual design to estimate right of way impacts for each project. Impacts on buildings and cultural features shall be estimated from aerial photography and a project field review.												
	Perform an environmental screening to determine the presence of likely hazardous material sites, threatened and endangered species, historical/cultural resources, floodplains, and												
	jurisdictional wetlands within the project area. The presence of these environmental constraints will be determined through a windshield survey and database searches.												
	Identify the expected permits and NEPA compliant environmental document (Categorical Exclusion, Environmental Assessment, or Environmental Impact Statement) required for each												
	project based on conceptual design and environmental screening. B. Baseline Cost Estimates and Schedules												
	Prepare a cost estimate for each project based on the conceptual project design. Project cost estimates shall represent the total cost of project development and include the following	1/31/2026		*									
	typical project costs: © Engineering services (planning and design),												
	Right of way acquisition (land and services), Wetland mitigation,												
	Utility relocation (utilities with prior rights), Construction,												
	 Construction engineering & inspection. Appropriate factors shall be applied in coordination with the COUNTY to provide for 												
	contingency within each project budget to address unforeseen conditions. Baseline schedules to be developed for each project shall include the project phases of												
	planning and design, right of way acquisition, environmental permitting, utility coordination, construction procurement, and construction. Cost estimates associated with each of these	1/31/2026		*									
	project phases shall be used to create a cost loaded schedule for purposes of program financial planning.												
	Evaluate projects through a cost-risk analysis to identify risks to the project scope or schedule which may significantly impact project cost. A cost-risk workshop will be conducted												
	for each project to engage subject matter experts in a review of the projects to identify potential risks based on their experience with transportation project development in the	3/31/2026			*								
	area. The project cost estimate will be refined to account for the magnitude and likelihood of each identified risk.												
	C. Environmental Overview Prepare a Project Planning Report for each project to present the conceptual design,												
	repaire a Project Planning Report for each project to present the conceptual design, environmental overview, utility overview, cost estimate, and schedule. The reports shall contain the following information:	3/31/2026			*								
	Draft Purpose and Need Statement, Project Description,												
	Project Description, Design Criteria, Conceptual Design,												
	Conceptual Design, Project Localization and Length, Project Localizations and Length, Project Localizations and Length,												
	Identify the Required NEPA Environmental Document,												
	Identify the Required Environmental Permits, Utility Information Cost Estimate.												
	Cost Estimate Schedule												
	These reports will be submitted to the County and SCDOT (if applicable) for review and comment. All comments will be addressed as applicable in a comment response matrix and	4/31/2026			*								
	revised final reports will be provided to the County. D. Plan Review												
	For projects on SCDOT roadways or within SCDOT ROW, the consultant shall conduct a cursory review prior to submittal to SCDOT. The review will ensure that plans satisfy SCDOT	As-Needed											
	requirements and foreseeable errors are addressed. Detailed review of design and/or calculations will not be required.												
	For projects in the County or municipal system, the consultant will act as the County reviewer and will review for design, calculation, adherence to appropriate standards and	As-Needed											
	specifications, and constructability. If plans require submittal to County planning or other departments for review, then the	As-Needed											
	Consultant will facilitate and communicate as needed												
	Task 4 – Utility Coordination Services Prepare a Utility Coordination Plan for the Program, to guide the procedures for an ongoing												
4.a.	process from conception to construction, to include Proactive Conflict Identification, Collaboration & Communication, Data-Driven Decisions, Risk Assessments and Mitigation	12/31/2026	*										
	Strategies, & Contingency Planning and Budgeting, Regular Joint Meetings, and Legal Rights and Contractual Agreements.												
4.0.	Notify all known utility owners in the area of the projects and identify those utilities with existing and proposed facilities in the project areas.	12/31/2025	*										
4.c. 4.d.													
	Facilitate and act as intermediary between project design team and utility representatives. Hold regular joint utility meetings with utilizes once initial projects begin design phase.	Ongoing											
4.6.	Facilitate and act as intermediary between project design team and utility representatives. Hold regular joint utility meetings with utilizes once initial projects begin design phase. Arrange for Project Design teams to employ Subsurface Utility Engineering (SUE) to establish utility locations and identify conflicts.	Ongoing As-Needed											
4.f.	Facilitate and act as intermediary between prolect design team and utility representatives. Hold regular joint utility meetings with utilities once initial projects begin design phase. Arrange for Project Design teams to employ Subsurface Utility Engineering (SUE) to establish utility Locations and identify conflicts.	As-Needed As-Needed											
4.f. 4.g.	Facilitate and act as intermediary between project design team and utility representatives. Hold regular join utility meetings with utilizes one initial projects begin design phase. Arrange for Project Design teams to employ Subsurface Utility Engineering (SUE) to establish utility locations and identify conflicts. Obtain letters of "no-conflict" for those utilities which are not impacted. Coordinate with utility owner(s) and designer(s) to develop relocation plans for those conflicts which cannot be eliminated.	As-Needed As-Needed As-Needed											
4.f. 4.g. 4.h.	Facilitate and act as intermediary between prolect design team and utility representatives. Hold regular join utility meetings with utilizes one initial projects begin design phase. Arrange for Project Design teams to employ Subsurface Utility Engineering (SUE) to establish utility locations and identify conflicts. Obtain letters of "no-conflict" for those utilities which are not impacted. Coordinate with utility owner(s) and designer(s) to develop relocation plans for those conflicts which cannot be eliminated. Review all utility owners' relocation plans to ensure that relocations proposed by one owner do not conflict with cathod services on.	As-Needed As-Needed											
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4.f. 4.g. 4.h. 4.i. 4.j.	Facilitate and act as intermediary between proiect design team and utility representatives. Hold regular joint utility meetings with utilises one initial projects begin design phase. Arrange for Project Design teams to employ Subsurface Utility Engineering (SUE) to establish utility locations and identify conflict. Obtain letters of "no-conflict" for those utilities which are not impacted. Coordinate with utility owners ja and designers jt to develop relocation plans for those conflicts which cannot be eliminated. Review all utility owners relocation plans to ensure that relocations proposed by one owner do not conflict with another's relocation. Establish prior rights of occupancy. Obtain no-cost letters from those utility owners without prior rights or develop utility agreements with hose owners who can document their prior rights. Evaluate the feasibility of in-contract utility relocation and develop necessary agreements in coordination with the utility owner.	As-Needed As-Needed As-Needed As-Needed											
4.f. 4.g. 4.h. 4.i. 4.j.	Facilitate and act as intermediary between proiect design team and utility representatives. Hold regular joint utility meetings with utilities once initial projects begin design phase. Arrange for Project Design teams to employ Subsurface Utility Engineering (SUE) to establish utility locations and identify conflict. Obtain letters of "no-conflict" for those utilities which are not impacted. Coordinate with utility ownerly and designerly to develop relocation plans for those conflicts which cannot be eliminated. Review all utility ownerly and designerly to develop relocation plans for those conflict with another's relocation plans to ensure that relocations proposed by one owner do not conflict with another's relocation. Stablish prior rights of occupancy. Obtain no-cost letters from those utility owners without prior rights or develop utility agreements with hose owners who can document their prior rights. Seakust the feasibility of in-contract utility relocation and develop necessary agreements in coordination with the utility owner. Develop Contractual Provisions and incentives:	As-Needed											
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4.f. 4.g. 4.h. 4.j. 4.h. 4.j. 4.k.	Facilitate and act as intermediary between prolect design team and utility representatives. Hold regular join utility meetings with utilizes one initial projects begin design phase. Arrange for Project Design teams to employ Subsurface Utility Engineering (SUE) to establish utility locations and identify conflicts. Obtain letters of "no-conflict" for those utilities which are not impacted. Coordinate with utility owner(s) and designer(s) to develop relocation plans for those conflicts which cannot be eliminated. Review all utility owners' relocation plans to ensure that relocations proposed by one owner do not conflict with another's relocation. Establish prior rights of occupancy. Obtain no-cost letters from those utility owners without prior rights or develop utility agreements with those owners who can document their prior rights. Evaluate the feasibility of in-contract utility relocation and develop necessary agreements in coordination with the utility owner. Develop Contractual Provisions and Incentives: Claer Utility Relocation Clauses: Incorporate explicit clauses in construction contracts that clearly define responsibilities for utility coordination, relocation, and unexpected discoveries clearly define responsibilities for utility coordination, relocation, and unexpected discoveries clearly define responsibilities for utility coordination, relocation, and unexpected discoveries clearly define responsibilities for utility coordination, relocation, and unexpected discoveries clearly define responsibilities for utility coordination, relocation, and unexpected discoveries clearly define responsibilities for utility relocation, and unexpected discoveries.	As-Needed											
4.f. 4.g. 4.h. 4.i. 4.j. 4.h. 4.i. 4.j.	Facilitate and act as intermediary between prolect design team and utility representatives. Hold regular join utility meetings with utilizes one initial projects begin design phase. Arrange for Project Design teams to employ Subsurface Utility Engineering (SUE) to establish utility locations and identify conflicts. Obtain letters of "no-conflict" for those utilities which are not impacted. Coordinate with utility owners() and designer(s) to develop relocation plans for those conflicts which cannot be eliminated. Review all utility owners' relocation plans to ensure that relocations proposed by one owner do not conflict with another's relocation. Establish prior rights of occupancy. Obtain no-cost letters from those utility owners without prior rights or develop utility agreements with those owners who can document their prior rights. Evaluate the feasibility of in-contract utility relocation and develop necessary agreements in coordination with the utility owner. Develop Contractual Provisions and Incentives: Clear Utility Relocation Clauses: Incorporate explicit clauses in construction contracts that clearly define responsibilities for utility coordination, relocation, and unexpected discoveries in utility agreements consider incentives for early relocation and penalties for unreasonable delays.	As-Needed											
4.f. 4.g. 4.h. 4.i. 4.j. 4.h. 4.i. 4.j. 4.k. 4.l.	Facilitate and act as intermediary between prolect design team and utility representatives. Hold regular joint utility meetings with utilizes one initial projects begin design phase. Arrange for Project Design teams to employ Subsurface Utility Engineering (SUE) to establish utility locations and identify conflicts. Obtain letters of "no-conflict" for those utilities which are not impacted. Coordinate with utility owners(s) and designer(s) to develop relocation plans for those conflicts which campot be eliminated. Review all utility owners' relocation plans to ensure that relocations proposed by one owner do not conflict with another's relocation. Establish prior rights of occupancy. Obtain no-cost letters from those utility owners without prior rights or develop utility agreements with those owners who can document their prior rights. Evaluate the feasibility of in-contract utility relocation and develop necessary agreements in coordination with the utility owner. Develop Contractual Provisions and incentives: Clear Utility Relocation Clauses: Incorporate explicit clauses in construction contracts that Clearly define responsibilities for utility coordination, relocation, and unexpected discoveries in utility agreements consider incentives for early relocation and penalties for unreasonable delays. Monitor the progress of utility relocation and incorporate utility relocation schedules into the overall project schedule and master program schedule.	As-Needed											
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EXHIBIT D

FEE PROPOSAL - TRANSPORTATION SALES TAX PROGRAM MANAGEMENT

July 2025

Task	Task / Deliverable Description		Fee
-			42 222 222
1	PROJECT MANAGEMENT SERVICES – Hourly Allowance, I Project Task Orders	\$3,000,000.00	
	Project specific Task Orders shall be issued and assigned under th activated, each with a refined scope, schedule and fee – Assume 12 pro- first 5 years	•	
2	PROGRAM AND FINANCIAL MANAGEMENT – Hourly Allo	owance	\$950,000.00
3	PROJECT PLANNING, SCOPING, AND CONCEPTUAL DESIGN Hourly Allowance, Includes Project Task Orders	iN –	\$2,000,000.00
	Project specific Task Orders shall be issued and assigned under this as a activated, each with a refined scope, schedule and fee – Assume 12 pro in first 5 years	•	
4	UTILITY COORDINATION SERVICES – Hourly Allowance		\$600,000.00
_		NOT 051)	4=00 000 00
5	CONSTRUCTION ADMINISTRATION – Hourly Allowance (NOT CEI)	\$700,000.00
6	RIGHT OF WAY ACQUISITION SERVICES – Hourly Allowan	ce	\$700,000.00
	INDIVIDUAL EARLY DELIVERABLES – TOTAL (Each at LUM	P SUM)	\$250,000.00
	Individual Deliverables – Each at Lump Sum	LS	
2.c.	Program Management Plan	\$36,000	
2.d.	Master Program Schedule	\$25,000	
2.e.	Program Financial Plan	\$32,000	
2.g.	Public Involvement Plan	\$22,000	
2.h.	Program Web Site Development and Startup	\$20,000	
2.i.	Data Management Plan / System	\$32,000	
2.l.	Design Criteria and Standards	\$15,000	
2.q.	Risk Analysis Method	\$24,000	
4.a.	Utility Coordination Plan	\$20,000	
6.a.	R/W Acquisition Plan	\$24,000	
	GREENBELT WORK, UNKNOWNS and ADD'L SRVCS		\$700,000.00
	DIRECT REIMBURSABLES		\$85,000.00
			, , , , , , , , , , , , , , , , , , , ,
	FIRST 5 YEARS – ESTIMATED N.T.E. TOTAL FEE =		\$8,985,000.00

Billing & Invoicing

- Work shall be invoiced Monthly based on actual hours (time & materials) capped by NTEs.
- The attached Hourly Rate sheet (Exhibit E) includes the personnel direct labor rate with a 3.0 multiplier to produce the contract billing rates.
- Unit Lump Sum rates for the individual early deliverables shall be billed at % complete.
- Allowable Reimbursables shall include mileage at the IRS standard business mileage rate, federal per diem for travel greater than 4 hours, reproduction, mailing or delivery services, public meeting and field work incidentals, and shall be billed at cost.
- Sub-consultant fees will not be marked up, but time spent managing sub-consultant contracts shall be billed accordingly.

EXHIBIT E

ICE HOURLY RATES

JASPER COUNTY TRANSPORTATION SALES TAX PROGRAM MANAGEMENT

ICE	HOURLY RATES - JASPER COUNTY TRANSPOR	TATION SALES TAX PROGRAM MANA	GEMENT				
July, 2025							
Name	Job Title	Jasper County Project Role	July 2025 Direct Labor Rate	Contract Hourly Billing Rate			
				ICE: 3.0 X			
				Direct Labor			
Mitchell Metts	VP of Special Projects	Sr. Engineer	\$100.96	\$303			
Leland Colvin	Vice President - Special Projects	SCDOT Liaison	\$112.98	\$339			
Les Blankenship	Vice President/Chief Administrative Officer	Legal Review	\$100.96	\$303			
Jeff Buckalew	Program Manager	Project Manager	\$79.33	\$238			
Bryan McIlwee	Project Manager	Deputy Project Manager	\$75.48	\$226			
Alexis McIlwee	Water Resources Designer	Designer	\$45.67	\$137			
Josh Apsitis	Assistant Project Manager	Engineer	\$61.44	\$184			
Barrett Stone	Vice President & Environmental Services Manager	Sr. Biologist / Environmental Dept Head	\$88.94	\$267			
Cody Conner	Senior Environmental Specialist	Biologist / Environmental	\$46.96	\$141			
Daniel Koon	Jr. Environmental Specialist	Biologist / Environmental	\$26.49	\$79			
Gus Kretschmer	Utility Coordinator	Uitlity Manager	\$80.22	\$241			
Matthew Cox	Utility Coordinator	Utility Coordinator	\$67.50	\$203			
Jenny Germuth	Sr. Transportation Engineer	Sr. Designer	\$72.12	\$216			
Andy Gillis	VP of Special Projects	Sr. Engineer	\$85.58	\$257			
Aaron Livingston	Project Manager	Project Manager / Sr. Engineer	\$96.15	\$288			
Clarke Hinson	Manager of Roadway Group (Charleston)	Project Manager / Sr. Engineer	\$79.33	\$238			
Alex Nettles	Roadway Engineer	Sr. Designer	\$68.80	\$206			
Preston Felkel	SC Structures Manager	Project Manager / Sr. Engineer	\$96.15	\$288			
Ray Spence	Structural Engineer	Project Manager / Sr. Engineer	\$90.48	\$271			
Clark Baer	Structural Engineer	Engineer	\$61.15	\$183			
	VP - Pavement Consultancy Services		\$98.56	\$296			
Jay Thompson	Pavement Designer	Project Manager / Sr. Engineer	\$39.23	\$118			
Shilpa Girish		Designer	· ·	\$260			
Stuart Timmons	SC Upstate Design Manager/Hydro Manager	Project Manager / Sr. Engineer	\$86.54				
Jordan Bianchi	Hydro Designer	Designer	\$51.49	\$154			
Renee Mulholland	Environmental Planner	Biologist / Environmental	\$65.22	\$196			
Henry Phillips	Sr. NEPA Planner	Biologist / Environmental	\$65.87	\$198			
Trinaty Geraurd	Assistant Project Manager - Special Projects	Designer	\$39.42	\$118			
Marc LeMin	VP - CM CE&I Services (SC Lowcountry)	CEI Manager / Sr. Engineer	\$96.15	\$288			
Randy Carraway	Project Manager	Construction Manager / Sr. Engineer	\$98.56	\$296			
Todd Steagall	Construction Project Manager	Construction Manager / Sr. Engineer	\$100.48	\$301			
Eric Dillon	Project Engineer	Sr. Traffic Engineer	\$82.88	\$249			
Craig Nelson	Traffic Engineer	Traffic Engineer	\$58.17	\$175			
Lisa Schwartz	Document Control Manager/Program Coordinator	Adminstrative / Data Management	\$42.39	\$127			
The Merchant Group	Public Information Sub-Consultant						
Sharon Merchant,	Principle	QA / QC		\$200			
Cheryl Scott	Public Involvement Officer	Project Lead		\$150			
Colleen Hackett	Public Involvement Specialist	Project Asssistant		\$125			
RND Consultants	Right of Way Acquisition Sub-Consultant						
Janice Bergeron	Principle	QA/QC		\$341			
Nathan Midkiff	Project Manager	Right of Way Agent Lead	 	\$205			
	Project Engineer	Right-of-Way Agent		\$115			
Renee Bergeron	rioject Liigilieei	Night-Of-way Agent	ļ	ό11 2			

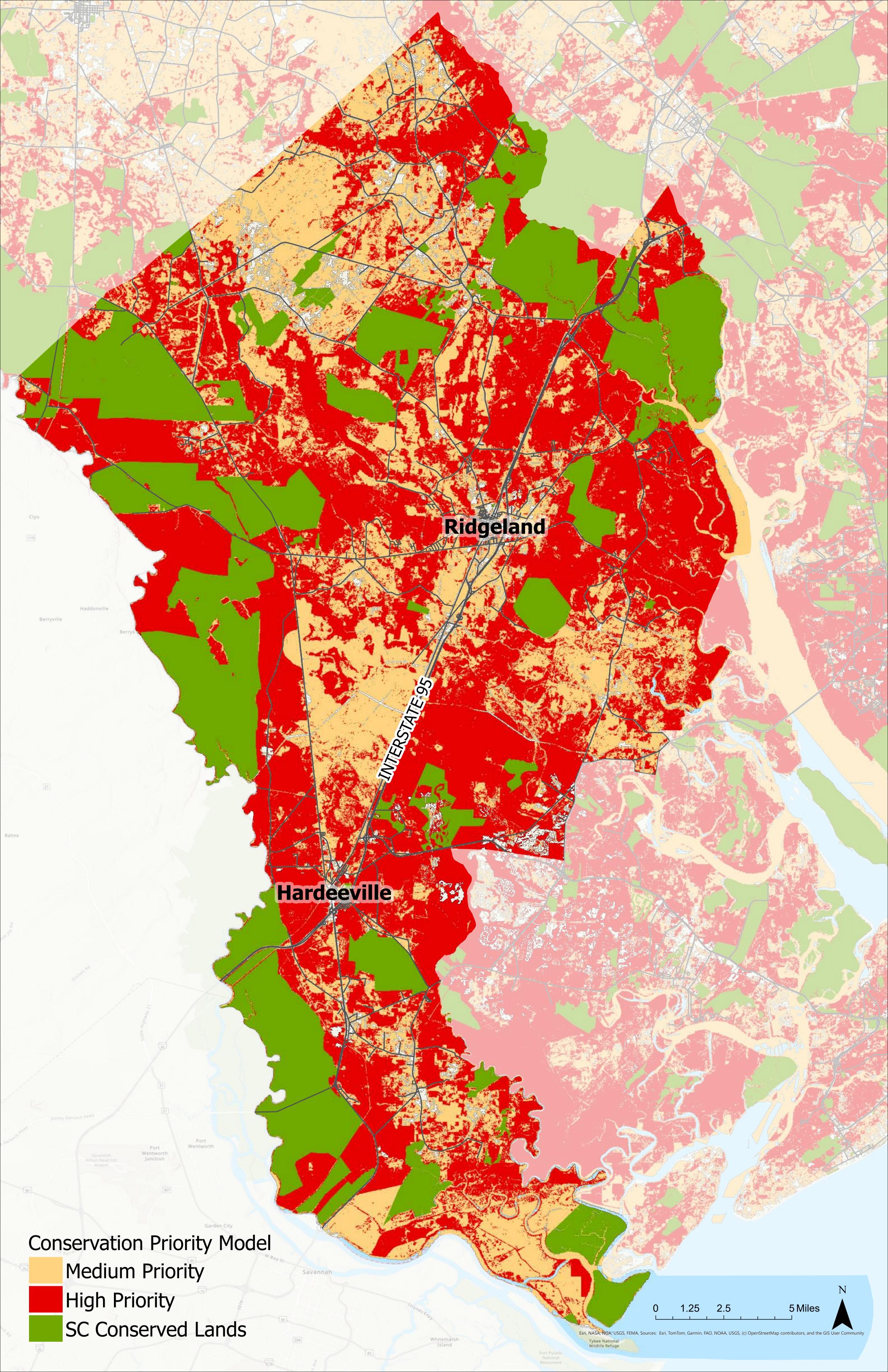
Annual escalation of hourly rates shall be allowed per contract in accordance with the Consumer Price Indexing

Right-of-Way Assistant

\$125

Tracy DeFreitas

Administrator



ORDINANCE 2025/XX

AN ORDINANCE ESTABLISHING THE JASPER COUNTY GREENBELT PROGRAM SUBJECT TO A REFERENDUM WITHIN JASPER COUNTY (or similarly titled)

WHEREAS, the Jasper County Council recognizes the need to protect natural resources, protect agricultural or heritage landscapes, and protect scenic corridors by purchasing property for conservation, purchasing conservation easements, creating passive greenspace, creating active greenspace and conserving land which is deemed essential to the County's quality of life; and

WHEREAS, Jasper County is experiencing rapid land development and economic growth which has benefited the county's people and economy, but has also led to the loss of forestlands, farmlands, wildlife habitats, outstanding natural areas, and public areas for outdoor recreation; and has impacted the health of streams, rivers, wetlands, estuaries, and bays, all of which impacts the quality of life of the County's current and future citizens and may jeopardize the well-being of the County's environment and economy if not addressed appropriately.

WHEREAS, Protected lands provide natural absorption of storm and rainwater; protecting greenspace helps keep pollution out of our rivers, lakes and streams and protect the quality of our drinking water supplies; and

WHEREAS, the Jasper County Council has, by Ordinance XX/YY provided for the imposition of a one percent (1%) sales and use tax pursuant to SC Code of Laws Title 4, Chapter 37 Section 30, approved by Jasper County voters on November 5, 2024; and

WHEREAS, on November 18, 2024, Jasper County Council passed Resolution #R-2024-41 of the Jasper County Council Declaring Results of the Referendum on Transportation Sales and Use Tax, establishing funding for transportation projects and greenbelts; and

WHEREAS, by the adoption of this ordinance County Council undertakes to set forth a description of the methods by which Council intends to procure greenbelts for conservation.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF JASPER COUNTY AS FOLLOWS:

SECTION 1. TITLE

This article shall be known as the "Jasper County Greenbelt Program Ordinance."

SECTION 2. PURPOSE

It is the purpose of this ordinance to:

Menu of options:

Provide a means by which lands may be protected as economic and environmental resources of major importance.

Encourage landowners to make a voluntary long-term commitment to conservation by offering landowners financial incentives and security of land use.

Preserve open space; protect critical and natural resources; and/or provide land for recreation.

Leverage federal, state, local, and private conservation efforts;

Provide a means whereby rural landowners can maintain and preserve the rural character of their land through land conservation;

Provide compensation to landowners in exchange for relinquishment, in part or in whole, of their

right to develop their private property;

- Reduce and defer the need for major public infrastructure improvements in the county when the expenditure of public funds is the requirement for such improvements.
- Provide for the purchase of fee simple interests in lands deemed critical to provide for the protection of natural resources, creation of passive greenspace, creation of active greenspace, protection of agricultural or heritage landscapes, and scenic corridors;
- Provide for conservation easements and fee simple procurement in lands threatened by development, which if it occurs will have detrimental effects on land use patterns, traffic, public safety, stormwater runoff, water quality or other conservation objectives.
- Provide for conservation of rural lands, which provide protection of natural resources and stability of agricultural, timber, and other open space uses.
- Protect and preserve watersheds including the lower Savannah River and Port Royal Sound watersheds;
- Encourage cooperation and innovative partnerships among landowners, state agencies, municipalities, and nonprofit organizations, which must work together in order to meet these objectives;

SECTION 3 – DEFINITIONS:

Provided for your review

If applicable SECTION 4. GREENBELT BANK FUND ESTABLISHED1.

The Jasper County Treasurer shall establish an account separate and distinct from all other funds appropriated by county council, called the Jasper County Greenbelt Bank Fund. The Jasper County Greenbelt Bank Fund may receive revenues annually from the proceeds of the sales tax as approved by voters on November 5, 2024, and other revenues or funding sources as authorized and appropriated by Charleston County Council. Revenues from the sales tax are restricted solely for financing the cost of greenbelts.

The bank may not hold or possess any interest in land or other interest in real property².

SECTION 5: TYPES OF PROCUREMENTS

Preservation procurements are defined and include:

- A. The acquisition of fee simple titles;
- B. Conservation easements in perpetuity,
- C. perpetual easements for portions of heritage/scenic corridors and boat landings

If applicable SECTION 6. GREENBELT COMMITTEE MEMBERSHIP, TERMS, ORGANIZATION

To facilitate preservation procurement purchases Council establishes the following Committee, sets forth the terms of membership and its organization:

County Council shall appoint ##-member Committee as follows: *Menu of options:*

- A. one member who is a member of the County Council;
- B. one member who is knowledgeable about the geography and condition of Jasper County's

¹ Charleston County establishes a fund. I don't know if Jasper needs this.

² As required in Charleston County and the SC Conservation Bank

landscape and natural resources;

C. ## citizen members with relevant experience and qualifications in matters such as estate law, finance, rural land ownership, agriculture, or conservation.

Terms of committee members are for four years and until their successors are appointed and qualify, except that the initial terms of the members must be staggered with the initial term noted on the appointment.

The committee is a public body, and its members are subject to the South Carolina Ethics Act, as amended, and must perform their duties in accordance with its provisions.

The committee must conduct its business in accordance with the South Carolina Freedom of Information Act.

The committee must recuse themselves from any vote in which they have a conflict of interest including, but not limited to, any vote affecting or providing funding for the acquisition of interests in land³:

- A. on land owned or controlled by the board member, the board member's immediate family, or an entity the board member represents, works for, or in which the member has a voting or ownership interest;
- B. on land contiguous to land described in item (1) of this subsection; and
- C. by an eligible trust fund recipient that the board member represents, works for, or in which the member has a voting or ownership interest.

If Applicable SECTION 7. GREENBELT ADVISORY COMMITTEE DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the Green Belt Advisory Committee are to:

- A. Review and recommend to County Council interests in land to be acquired based on the adopted program criteria and scoring system;
- B. Review program operations including the application process that includes a measurable scoring system based on adopted program criteria.
- C. Submit to South Carolina Department of Revenue, Council approved program criteria and application process for acknowledgement.
- D. Perform such other duties as may be assigned by County Council.

SECTION 8. PROCUREMENT TYPES AND MINIMUM APPLICATION REQUIREMENTS.

The Jasper County Greenbelt Program (JCGP) will focus its efforts on the following conservation procurement types: purchasing property fee simple and/or purchasing conservation easements each to future the goals of creating passive greenspace, creating active greenspace, protecting natural resources, protecting agricultural or heritage landscapes, and protecting scenic corridors⁴.

Applications from eligible applicants will be reviewed by staff for completeness, including a review of provided due diligence and recommendation of final procurement. Jasper County qualifies as an applicant. The minimum application requirements for procurements within Jasper County are as follows:

³ Verbatim from SC Conservation Bank

⁴ Verbatim from referendum

- A. Applications for conservation easement procurements shall require a minimum 25% match.
- B. Applications for fee simple county owned procurements shall require public access/use and may require a match.
- C. Applications for fee simple "other government" owned procurements *may require public access/use* and may require a match.

Where an eligible applicant⁵ seeks a JCGP grant to acquire fee title to land, it must demonstrate both the expertise and financial resources to manage the land for the purposes set forth in its application. Where an eligible applicant seeks a JCGP fund grant to acquire a conservation easement, it must demonstrate both the expertise and financial resources to manage and enforce the restrictions placed upon the land for the purposes set forth in its application.

An application must not be submitted to the board without the written consent of the owner of the interest in land identified.

Further description of fee simple or easements can be provided here. See examples⁶:

Conservation easements will typically be purchased in areas designated "rural land", although there may be instances where Conservation easements may be appropriate for purchase in other zoning designations. Generally, one or more of the following apply:

- a. There are conservation values in or on the property to be preserved.
- b. Development of the property would result in adverse impacts to the environment or public infrastructure serving the property.
- c. The character of the property and its surrounding area would be threatened by proposed or possible future development.
- d. The owner wishes to retain ownership of the property.
- e. Public access to the property is not required or desirable.

Fee simple interests shall be applicable in all areas of the county, including those designated as "rural land". Generally, properties considered for fee purchase are those where the property owner(s) are willing to sell in those instances where one or more of the following apply:

- a. There are conservation values in or on the property to be acquired and the owner is only willing to sell all of their interest in the property.
- b. Public access to the property is required or desirable.
- c. Development of the property for public access, active recreation and/or passive recreation use is desirable.
- d. Development of the property would result in adverse impacts to the environment or public infrastructure serving the property.

SECTION 9. APPLICATION PROCESS AND DEADLINES

- A. The Greenbelt Committee (GC) will process applications from eligible applicants on a quarterly cycle. The quarterly application deadlines are as follows:
 - a. January 31

⁵ Borrowed from Charleston County

⁶ Modified from Beaufort County Rural and Critical Land Preservation Program

- b. April 30
- c. July 31
- d. October 31
- B. Once an application cycle has closed, Jasper County staff will have 10 days to determine if the submitted application is complete. If the application is not complete, the applicant will have 10 days to provide the additional information to be considered for that application cycle. The GC will meet to consider complete applications no later than 45 days after each quarterly deadline.

Policy Questions: who reviews for completeness (staff or contractor?) and how is completeness defined? Will due diligence be required at the time of application or before closing? Do you want committee review after each quarterly deadline?

C. The GC reserves the right to amend the quarterly deadlines at the beginning of each year to best meet the requirements of the program, however, it shall remain a quarterly application cycle.

Policy Questions: Is this the role of County Council? The Greenbelt Committee?

D. Upon written support of both the Chair and Vice Chair of the Greenbelt Committee, or a majority of the Committee, an application can be submitted and reviewed outside of the quarterly cycle, however, this shall only be considered in instances where "time is of the extreme essence" and documented as such.

SECTION 10. REQUIRED APPLICATION TYPES, COMPONENTS, AND MEASURMENT SCORING SYSTEM.

- A. Each procurement type shall have its own application and scoring rubric as deemed appropriate by staff. The GC shall approve each application type and publish them for applicants. Applications shall consist of a combination of questions and requested information to adequately score and rank using a systematic measurable approach. To accomplish this, all application types shall consist of the following components:
 - a. numerical values from defined conservation and financial criteria for each application. The benefits and associated numerical values will be established by the GC.
 - b. The narrative provided by the applicant.
 - c. consistency with relevant overarching master plans (e.g., Comprehensive Plans, State Wildlife Action Plan, Natural Resources plan, etc.) which governmental jurisdictions have adopted.
- B. These components shall remain intact unless amended by GC/County Council.

SECTION 11. MINIMUM PROCUREMENT REQUIREMENTS BY APPLICATION TYPE AND/OR LOCATION.

- A. For all applications located in other governmental jurisdictions, a governmental jurisdictional letter of support or opposition shall be required at the time of application. At minimum, other governmental jurisdictions shall consider their relevant overarching master plans that have been adopted.
- B. The Greenbelt Committee will evaluate the merits of each application by evaluating conservation and financial criteria. Applications for conservation easements and fee simple procurements shall consider, at minimum, the following as a part of the application review and

consideration:

Examples follow:

- a. Public access and/or public benefit.
- b. Proximity and/or connectivity to existing protected properties.
- c. Proximity and/or connectivity to potential future protected properties.
- d. Conservation and/or expansion of intact natural habitats, agricultural and/or heritage landscapes, scenic corridors.
- e. Consistency with adopted plans including the Comprehensive Plans, existing zoning,
- f. Degree of urgency for the project in terms of protection of resources and/or real estate market.
- g. The extent to which the acquisition will result in the reduction of vehicle miles traveled and reduce the need for future roadway improvements
- h. Importance of the project in achieving multiple local, state and/or federal environmental goals and objectives.
- i. The extent to which matching funds will be available for applications.

SECTION 12. SECTION 12. METHOD OF PROGRAM AND PROCEDURES

The following procedures shall be followed in evaluating Greenbelt procurements:

- A. County Staff (or whomever) Receipt and Review of Applications:
 - a. Applications for participation in the JCGP shall be submitted to County staff.
 - b. County staff, upon determining completeness of the application, shall review and provide a ranking and recommendation to the GC based on the adopted program criteria and scoring rubric.
- B. Review, Recommendation, and Action to Proceed with Due Diligence and Acquisition Negotiations:
 - a. GC shall review and make recommendations whether to engage in due diligence and acquisition negotiations based upon staff scoring and recommendation.
- C. Review, Recommendation and Action to Proceed with Acquisition:
 - a. Based on the due diligence and the acquisition negotiations, staff shall make any necessary revisions to the original scoring and recommendation to the GC.
 - D. The GC. shall review and make recommendations whether to approve funding for acquisitions.
 - E. The GC recommendations will be presented to County Council for final consideration.

SECTION 13. DUE DILIGENCE

Due diligence may be requested before the final grant to acquire the real property interest and therefore funding required for due diligence may be awarded to the applicant. If the applicant already has the required due diligence, they may request acquisition funding only.

Regardless, any project will be subject to all due diligence being satisfactorily completed, reviewed and approved. All due diligence shall be reviewed by the appropriate county staff before being sent to Greenbelt Committee and County Council for action. Due diligence shall include, but may not be limited to:

- A. An appraisal of the value of the interest being acquired prepared by a member of the appraisal institute (MAI), or other appropriately licensed or certified South Carolina Appraiser as identified by the SC Conservation Bank.
- B. A boundary survey completed by a South Carolina Registered Land Surveyor.

- C. A phase I environmental assessment by a qualified environmental consulting firm. In instances where the phase I report so indicates, a phase II environmental assessment including a plan for any remediation, by the seller or purchaser, is required for the property to address the concerns to the satisfaction of the county.
- D. A title search, title opinion, and/or title insurance commitment with only normal title exceptions.

SECTION 14. MENU OF OTHER ITEMS

- A. No interest in land acquired by an eligible applicant with greenbelt funds may be extinguished, sold, transferred, assigned, alienated, or converted to a purpose or use other than that set forth in the grant award, without securing:
 - a. A finding of fact by staff that the land no longer exhibits the characteristics that qualified it for acquisition with funds from the greenbelt fund; and
 - b. Super majority vote of the county council⁷.
- B. Funds from the greenbelt fund may not be used to acquire interests in lands or other interests in real property through the exercise of any power of eminent domain or condemnation proceeding⁸.
- C. The provisions of this article must not be construed to eliminate or unreasonably restrict hunting, fishing, farming, forestry, timber management, or wildlife-habitat management, as regulated by the laws of this state, upon lands for which interests in lands are obtained pursuant to this ordinance. These and other traditional and compatible activities may be conducted, where appropriate, upon lands preserved with greenbelt funds.
- D. In order to ensure proper planning and efficiency in projects funded through the proceeds of the sales tax, and to provide that these projects bring the greatest benefit to the county, a comprehensive greenbelts study shall be undertaken by a selected party, and a recommended plan issued to County Council, which shall include the following elements, and any other elements requested by Council, including⁹:
 - a. Feedback and priorities from local conservation and historic resource partners, stakeholders;
 - b. An inventory of potential priority greenbelt parcels in the county.
 - c. A forecast of greenbelt needs over the next 25 years in the county.
 - d. Greenbelt parcel selection criteria, with consideration given to the system employed by the South Carolina Conservation Bank.

Once completed, the comprehensive greenbelt plan should be reviewed and revised every five years.

E. The bank and eligible applicants receiving monies from the fund shall retain all records of acquisition of interests in land with funds including, but not limited to deeds, title documents, contracts, surveys, inventories, appraisals, title insurance policies, environmental assessments, and closing documents.

SECTION 15. EFFECTIVE DATE; SEVERALBILITY

This Ordinance shall take effect immediately upon third reading.

⁷ Recommended in Charleston and Beaufort County to help ensure fee simple projects are sold for development at a later date.

⁸ Recommended in Charleston and at the SC Conservation Bank

⁹ Modified from Charleston County, could be completed by a consultant with committee review or staff or combination

If any provision of the Ordinance or its application to any circumstance is held by a court of competent jurisdiction to be invalid, such holding shall not affect other provisions of this Ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this Ordinance are severable.

Adopted this XX of YY 2025.

COUNTY COUNCIL OF JASPER COUNTY

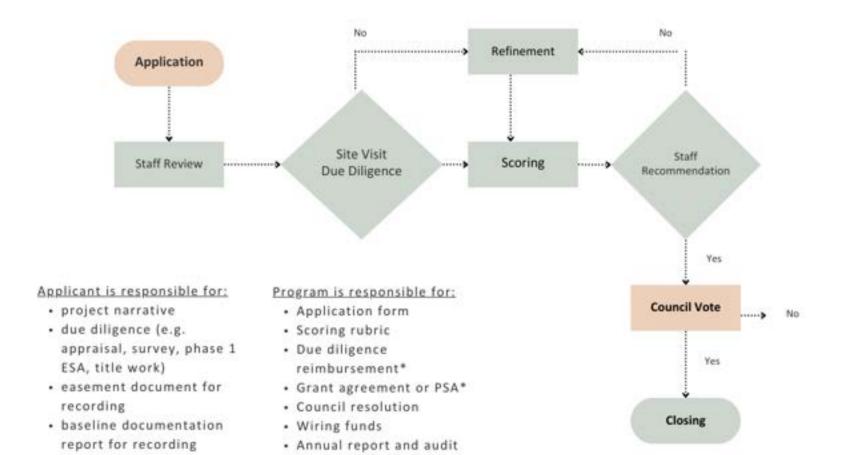
First Reading: Date / Vote Second Reading: Date / Vote Public Hearings: Date / Vote

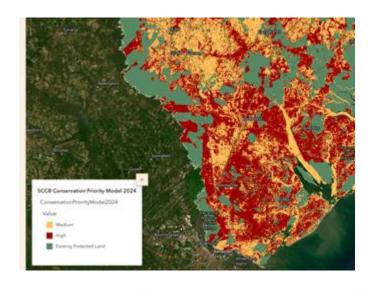
Third and Final Reading: Date / Vote

Jasper County Greenbelt Committee

Committee Meeting May 30 2025 9am Hardeeville City Hall

GREENBELT PROGRAM FLOWCHART







WHAT IS A CONSERVATION EASEMENT?

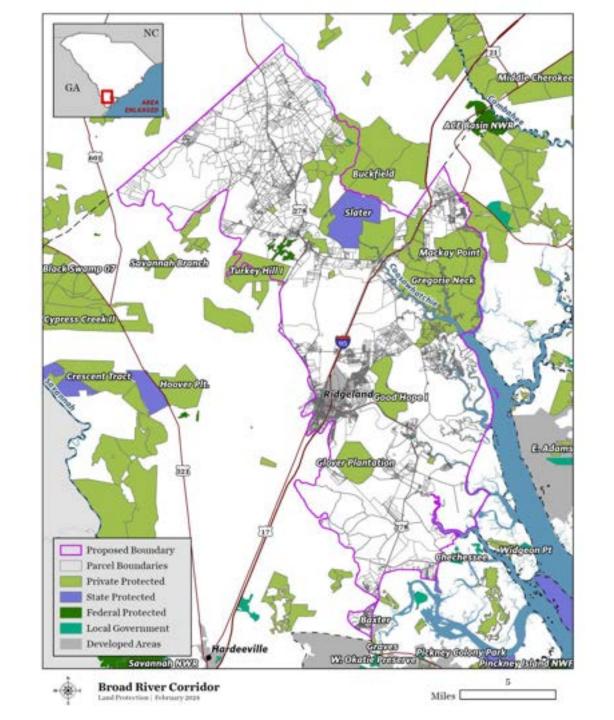
Conservation Easements are:

- voluntary
- permanent
- legally binding agreements between a landowner and a qualified holding organization (land trust)
- recorded at the Register of Deeds Office

Property can be **privately** or **publicly** owned. In either case, the conservation easement limits development or some uses of the property to protect the natural resources — sometimes called conservation values — of the property.

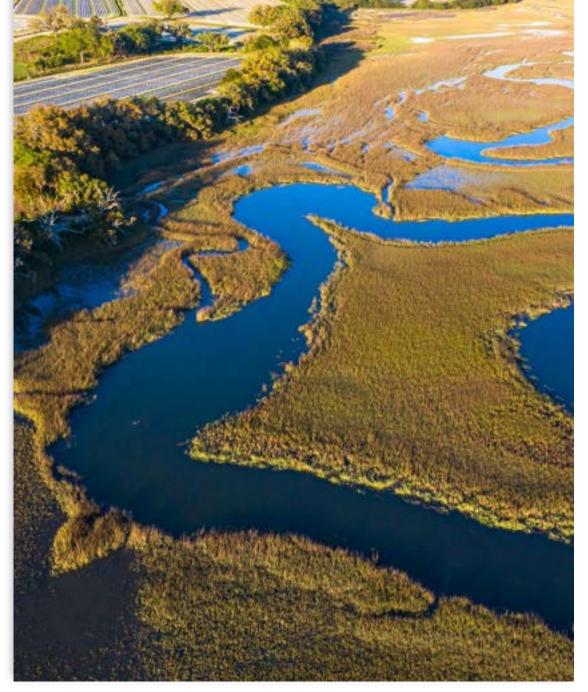
Protecting these resources (e.g. water quality, fish and wildlife habitat, scenic value, open space, and farmland) benefits not only the private landowner, but the public as well.

Each conservation easement is unique: matched to the property, with terms that reflect a balance between protecting the land and the objectives of the landowners.



BENEFITS FOR A LANDOWNER

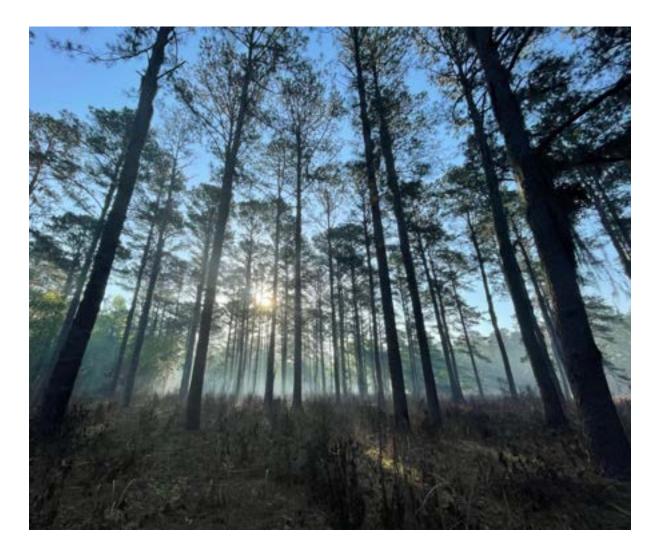
- Peace of mind knowing the land will remain protected forever. Conservation Easements remain in force even after the land has changed ownership.
- Possible direct financial compensation from grants (local, state, federal, private) as applicable
- Possible tax reductions in local property taxes (the property's assessed value may be reduced by the CE since it restricts the property's development value)..
- Possible tax deductions: The donation of a conservation easement may qualify as a charitable contribution, allowing the donor to take a federal income tax deduction for the value of the contribution. The Internal Revenue Code 170 outlines requirements to qualify for a tax deduction.



St Helena Island, Beaufort County

PERMITTED RIGHTS

- Every easement document outlines the basic rights the landowner of the conserved property still keeps. Examples:
 - the right to build homes, barns, sheds;
 - right to grow and sell timber,
 - right to grow and sell crops,
 - right to recreate and manage for fishing and hunting, and outdoor enjoyment



Nemours Wildlife Foundation, Beaufort County

RESTRICTED RIGHTS

- Every easement document outlines the basic rights the landowner of the conserved property gives up.
 - Examples: **right to sell sand/dirt,** right to commercial uses like storefronts, rights to develop industrial uses.

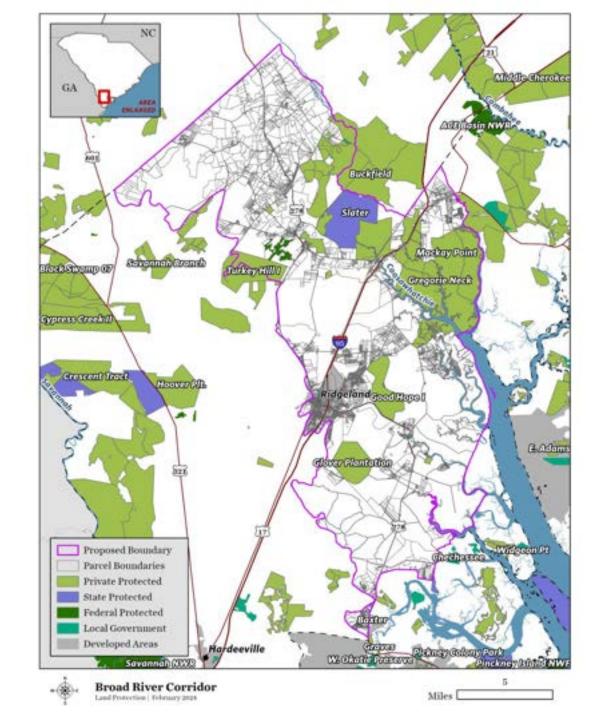


ANNUAL EASEMENT MONITORING

- Once the easement is recorded, the land trust is legally responsible for ensuring your property's conservation values are protected forever. This is called Stewardship.
 - This means they must monitor and enforce the standards in the conservation easement but also so much more land trusts also provide resources and support to the conservation landowner to ensure that the conservation values of the property continue to exist grow over time.
 - Properties are monitored once a year
 - Reports are generated to document any issues observed, changes to the property and/or boundary encroachments and to establish an ongoing record of the property's condition and use over time.

SIMPLIFED EASEMENT PROCESS

- 1. Interested landowner
- 2. Site Visit with Land Trust
- 3. Easement terms mapped out
- 4. Appraisal
- **5.** Grant applications and/or tax advice
- 6. Final easement recorded
- 7. Stewardship forever.



LOCAL CONSERVATION EASEMENT EXAMPLES

Glover Plantation

- Protected in 2012
- 2,026.64 acres
- Ducks Unlimited
- Grant award: \$405,328







Huguenin Family (Roseland)

- Protected 2002-2023
- 958 Acres
- Lowcountry Land Trust
- Donated easement



LOCAL CONSERVATION EASEMENT EXAMPLES

Good Hope

- Protected in 2008
- 2,000 acres
- Lowcountry Land Trust
- Donated





Gregorie Neck







Grant Award: \$9 million







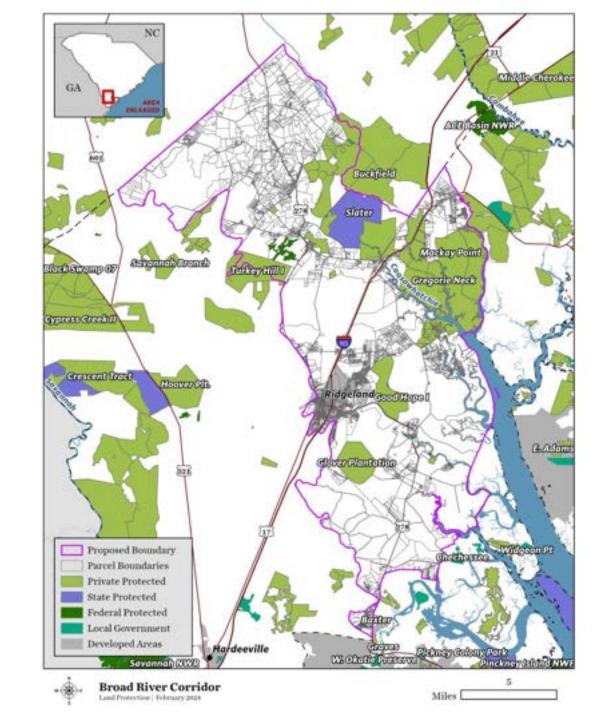






SIMPLIFED FEE PROCESS

- 1. Interested landowner
- 2. Site Visit with Buyer
- 3. Appraisal + Due Diligence
- 4. <u>Grant applications + partner</u> funding secured
- 5. Fee purchase
- 6. Stewardship forever.



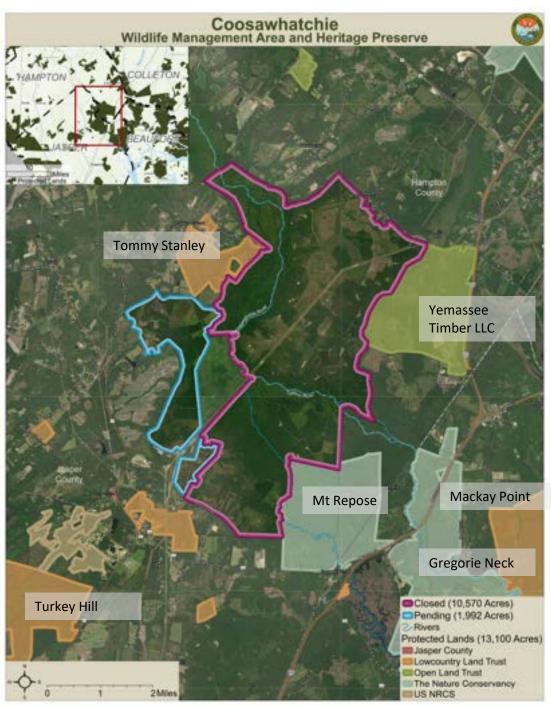
COOSAWHATCHIE WMA

- Purchased by SCDNR in 2023-2024
- Opened to the Public Sept 1 2024
- 10,570 acres
- Grant Awards: \$50m total; \$32.5m (state)





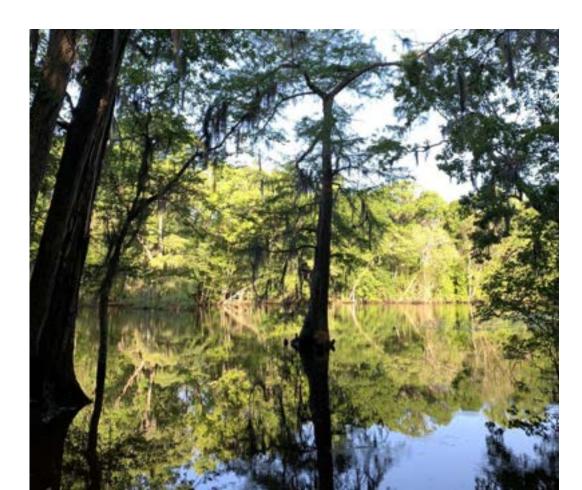


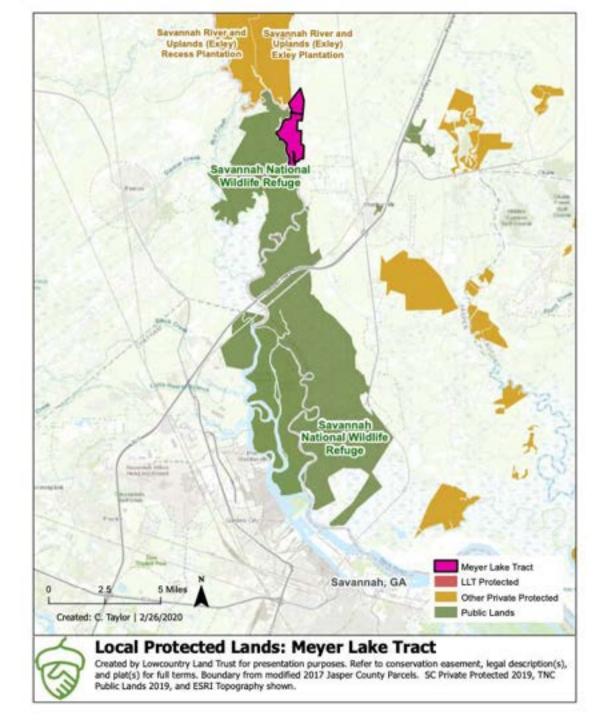


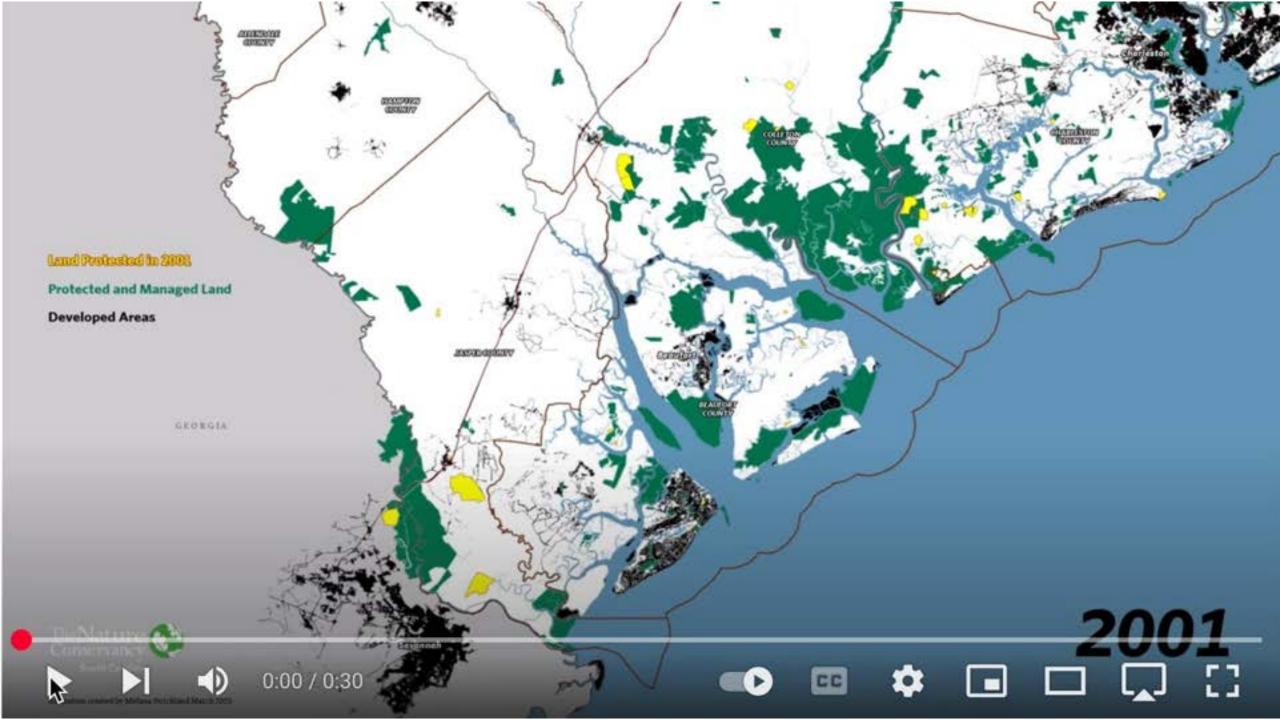
MEYER LAKE

- Purchased by SCDNR in 2024
- Not yet open to the public
- 972 acres
- Grant Awards: \$3.4m









ADDITIONAL RESOURCES

- Open Land Trust: www.openlandtrust.org
- SC Land Trust Network: <u>www.scltn.org</u>
- SC Conservation Bank: <u>www.sccbank.sc.gov</u>
- Land Trust Alliance: <u>www.</u> <u>landtrustalliance.org/</u>



New River, Jasper County

Application for funding

A. Overview:

- 1. Name of Project:
- 2. Project Executive Summary (250-500 words):
- 3. Type of Project (select one):
 - Fee Simple
 - **Variable** Conservation Easement
 - Boat landing
 - Meritage corridor

B. Applicant Information:

- 1. Applicant Name:
- 2. Mailing Address:
- 3. Authorized Agent for Applicant:
 - a. Name
 - b. Title
 - c. Phone
 - d. Email

C. Property Information:

- 1. Landowner Name(s)
 - a. Is the landowner an LLC, Limited Partnership, or any other entity?
- 2. Landowner Mailing Address
- 3. Property Address (if different from landowner address)
- 4. Describe the current uses for the subject property:
- 5. Parcel Identification Number(s)
- 6. Acreage
- 7. Current Zoning Status *must get a zoning certificate from the county
- 8. Site Accessibility Is the property currently accessible by a road?
- 9. Water Access Does the subject property have direct access to water?

D. Project Budget Information

Applicant may provide quotes for due diligence/allowable costs and request for due diligence funding, or provide recent due diligence for review and request acquisition funding.

Allowable Costs:

- Appraisal: A full appraisal report less than one year old is required prior to closing and strongly encouraged to be included as part of the application and review process. Appraisers must be selected from SC Conservation Bank reviewed list: https://airtable.com/appNo73zDs1lilkZf/shrXBgAHfGwsLGIPb/tblAqNvoQT75SJGby
- Survey / Plat: An approved, recorded plat or boundary survey indicating the subject parcel's
 property lines is required prior to closing as it will be attached to the grant agreement.
 Survey/Plat must show actual acreage and boundary lines of the property or portion of the
 property being funded with Greenbelt monies, unless otherwise approved by the County.
- Environmental Survey Assessment (ESA): A Phase 1 ESA must be conducted on each greenbelt property prior to closing. The ESA does not need to be completed during the application process.
- Acquisition: Include the total requested for acquisition of the conservation easement or fee purchase. Include all other funding matches received or pledged, including any in-kind match, here.
- **Note**: Greenbelt funds <u>cannot be used</u> to pay for property taxes, deed stamps or structures. Allowable costs incurred by the applicant during the application process will not be reimbursed if the project is denied.

Provide a project budget using the table below and in narrative form:

Budget overview (250-500 words):

Cost Category	Cost	Notes/Description
Due Diligence Costs		
Appraised value (CE or Fee as applicable)		
Partner Funds Received/Pledged		
Partner Funds Applied for		
Landowner donation		
Other		
Total Due Diligence Request:		
Total CE/Fee Acquisition Request:		

E. Project Narrative: (rec. 500-1000 words)

Note: Applicant to provide a project narrative about the costs, benefits, conservation values, and long-term protection of the project. Applicant may describe the project generally and/or refer to project scoring criteria and expand on specific categories that will be reviewed and scored.

F. Applicant Agreement

You are requesting \$xx.xx in greenbelt funds.		
I, the authorized agent, hereby certify to the best of my knowledge that this application is a true and accurate portrayal of the site proposed for acquisition as well as the proposed land uses and development under the Jasper County Greenbelt. I also understand that applications missing information or any of the attachments may be deemed incomplete and deferred until the next funding cycle.		
Authorized Agent Signature	Date Signed	
Name Title		
Witness Signature	Date Signed	
Name Title		

Project Scoring Criteria (points may change)

Each project will be reviewed using the following criteria and the associated score applied. NOTE: Each item must include a description of how this project meets the particular elements of that criteria.

1. Natural Resource Criteria (______ total points)

Protection of Natural Resources and Ecosystem Values - Max 20 points, select all that apply

- unique or important wildlife habitat; (2 points)
- presence of any rare or endangered species; (2 points)
- potential for conservation of a relatively undisturbed or outstanding example of an ecosystem native to South Carolina and of importance to Jasper County; (2 points)
- potential for conservation of riparian habitats, wetlands, water quality, watersheds of significant ecological value, critical aquifer recharge areas, estuaries, bays, or beaches; (2 points)
- protection of outstanding geologic features; (2 points)
- protection of unique historical or archaeological significance; (2 points)
- protection of productive forestlands, farmlands; (2 points)
- presence of forestlands or farmlands which are located on prime soils, in microclimates or have strategic geographical significances; (2 points)
- the value of the proposal for the conservation of an area for public outdoor recreation, greenways, or parkland; (2 points)
- potential for conservation of a larger area or ecosystem already containing protected lands, or as a connection between natural habitats or open space that are already protected (2 points)

Scenic Protections – Max 5 points

Degree to which the project would protect scenic viewsheds from public roads or waterways, with additional scoring emphasis given to designated scenic roads and rivers.

Protection of wildlife habitat (Choose one) - Max 5 points

https://www.dnr.sc.gov/species/index.html

- Protects wildlife habitat of endangered or threatened species 5 points
- Protects wildlife habitat of any species 2 points
- No wildlife habitat protection 0 points

Historical and cultural features (Choose one) - Max 5 points

- Recognized historically/culturally significant lands, properties listed on the National Historic Register, or land containing structures, structure remains, earthworks, artifacts, etc. of historical or cultural significance 5 points
- Documented historical event occurrence 4 points

- No historical or cultural significance 0 points 2. Public Benefit Criteria (total points) Threat of Loss - Max 5 points
 - Protects land under imminent threat of loss to development 5 points
 - Project poses unique opportunity not likely to present itself again 3 points
 - Not immediately threatened 1 point

Consistent with Adopted Plans (Choose All that apply) - Max 5 points

- State Conservation Bank Plan 2 points
- ☑ County/Municipal Comprehensive Land Use Plan 1 points
- Other 1 points (please cite plan:

Addresses public access and use – Max 5 points

- Greenspace with full public access (open daily during daylight hours; may close for holidays) 5
- Greenspace with partial public access (land manager restricts days/hours of week) 2 points
- Greenspace with limited public access (access by invitation only at least once annually 1 points
- No public access 0 points

Level of Public Support (Choose All that apply)-Max 6 points

- Support Letters or Emails from Individuals or Grassroots Organizations 3 points
- Support Letters/Emails from Regional/National Advocacy Organizations 1 points
- No documented public support 0 points

3. Funding Criteria (_____ total points)

Funding and leveraging – Max 15 points

Applicant must show that the project provides a unique value opportunity in that it protects land at a reasonable cost; scoring will be based on the degree to which the proposal leverages trust funds by including funding or in-kind assets or services from other governmental sources, from private or nonprofit sources, or charitable donations of land or conservation easements,

- M Highly leveraged where >80% project costs provided by project partners (15 points)
- Highly leveraged where >50% project costs provided by project partners (10-14 points)
- Leveraged where >30% project costs provided by project partners (5-9 points)
- Minimally leveraged where <30% project costs provided by project partners (1-4 points)

Return on Investment (Choose All that apply)-Max 6 points

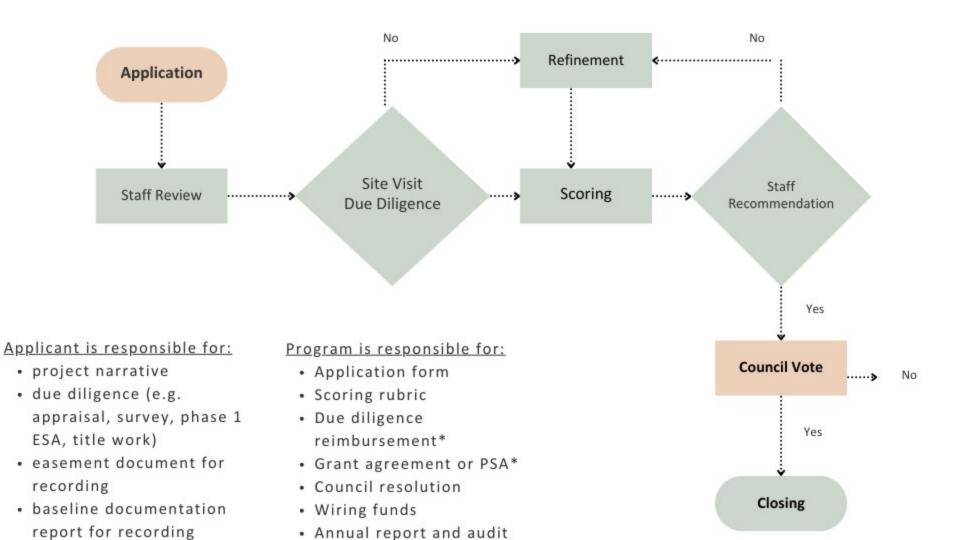
- Provides recreation and/or tourism income 1 points
- Provides economic benefit (such as timbering, farmland) 1 points
- Provides public health benefit 1 points
- Provides public services such as resiliency, natural infrastructure and resistance to flooding 1 points
- Provides ecological services (such as purification of air and water; decomposition of
- wastes; soil and vegetation generation and renewal; pollination of crops and natural vegetation; groundwater recharge through wetlands; seed dispersal; greenhouse gas mitigation; and aesthetically pleasing landscapes) 1 points
- Other (such as property will remain on the tax rolls) 1 points

Project Management (max 5 points)

Applicant must demonstrate its expertise and financial resources to manage the land and improvements. For conservation easements, applicant must demonstrate their expertise and financial resources to enforce restrictions placed on the land.

- Applicant possesses financial expertise
- Applicant does not have financial expertise

GREENBELT PROGRAM FLOWCHART



Agenda Item #7

STATE OF SOUTH CAROLINA COUNTY OF JASPER

RESOLUTION R-2025-49

A RESOLUTION OF JASPER COUNTY COUNCIL

TO AUTHORIZE THE JASPER COUNTY ADMINISTRATOR TO EXECUTE A SURRENDER OF PREMISES, EQUIPMENT USE, TRANSFER AND TRANSITION AGREEMENT WITH ITS FIRST ADDENDUM BY AND BETWEEN JASPER COUNTY, JASPER COUNTY SHERIFF, AND JASPER ANIMAL RESCUE MISSION REGARDING ANIMAL SERVICES AND RELATED MATTERS

WHEREAS, Jasper County has previously entered into an Intergovernmental Agreement with Beaufort County (IGA) which, among other things, provides for temporary assistance with staffing and operating its animal shelters by Beaufort County, through its Animal Services Department and partner organizations, replacing the Jasper County Animal Rescue Mission (JARM) as the animal shelter operator and service provider; and

WHEREAS, in order to provide for the orderly transfer of possession of the premises used as an animal shelter at 401 Carter's Mill Road, Jasper County, South Carolina (the Premises) and the most efficient disposition of the personal property located at the Premises which belong to JARM, a document entitled "SURRENDER OF PREMISES, EQUIPMENT USE, TRANSFER AND TRANSITION AGREEMENT WITH ITS FIRST ADDENDUM BY AND BETWEEN JASPER COUNTY, JASPER COUNTY SHERIFF, AND JASPER ANIMAL RESCUE MISSION (Agreement and Addendum) has been negotiated and prepared for adoption and execution by the respective Parties, with a specimen copy being attached as Exhibit "A" hereto, which addresses the relative responsibilities of the Parties and payment for certain items; and

WHEREAS, pursuant to the terms of the IGA with Beaufort County, physical control of the animal shelter began on August 1, 2025, and after an initial assessment, it

appears the best interests and welfare of the animals may be served by a temporary closure of the facilities at the Premises, with housing to be provided at Beaufort County's facilities while a more permanent solution is finalized, which may include either a Jasper County replacement facility or a joint venture facility with Beaufort County; and

WHEREAS, Jasper County Council finds, after public hearing, that it is in the best interest of the citizens and residents of Jasper County for the County Council to authorize the execution of the Agreement and First Addendum with the Jasper County Administrator authorized to execute the Intergovernmental Agreement on behalf of Jasper County, as well as exploring with Beaufort County the feasibility of a joint venture facility and in the interim, the housing of animals at the Beaufort County facility while the more permanent solution is finalized.

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

- 1. Jasper County Council adopts the foregoing premises as findings, and further finds that it is in the best interest of the County and its citizens, and approves the attached specimen SURRENDER OF PREMISES, EQUIPMENT USE, TRANSFER AND TRANSITION AGREEMENT WITH ITS FIRST ADDENDUM BY AND BETWEEN JASPER COUNTY, JASPER COUNTY SHERIFF, AND JASPER ANIMAL RESCUE MISSION (Agreement and First Addendum) for execution by the County Administrator on behalf of Jasper County, with allowance granted to make any such grammatical or non-substantial edits as the County Attorney may recommend prior to execution.
- 2. That County Council authorizes the payment to Jasper County Animal Rescue Mission the total sum of \$70,533.00 as detailed in the First Addendum, representing \$42,200.00 for personal property and \$28,333.00 for services and operational reimbursement, with payment to be made from the funds appropriated for operation of the animal shelter in the 2026 County Budget, Department 090, Line Item 5065; and the County Administrator is directed to take such other and further actions as may be recommended by the County Attorney and/or the Chief Financial Officer, including but

not limited to preparing an amendment to the 2026 Budget Ordinance in due course, if such should be necessary or advisable.

- 3. The County Administrator is authorized to engage in discussions with Beaufort County to determine whether on a temporary basis, it is desirable to process and house animals from Jasper County at the existing Beaufort County facilities rather than the facilities located at 401 Carter's Mill Road in Ridgeland while a more permanent solution is finalized, as well as exploring with Beaufort County the opportunities to enter into an agreement for a joint venture that could include construction of a facility in Beaufort County to accommodate Jasper County animals
- 4. This Resolution shall take effect upon approval by Council, with the Intergovernmental Agreement to be effective upon the final party thereto executing and delivering the Intergovernmental Agreement to the other parties.

ATTEST:	John A. Kemp Chairman of Jasper County Council
Wanda Giles Clerk to Council	
Adopted:	
It is required that the following Ex	hibit be attached:
AGREEMENT WITH ITS FIRST	EQUIPMENT USE, TRANSFER AND TRANSITION ADDENDUM BY AND BETWEEN JASPER COUNTY, FF, AND JASPER ANIMAL RESCUE MISSION
Reviewed for form and draftsmans	ship by the Jasper County Attorney.
 David L. Tedder	- Date

EXHIBIT "A"

SURRENDER OF PREMISES, EQUIPMENT USE, TRANSFER AND TRANSITION AGREEMENT WITH ITS FIRST ADDENDUM BY AND BETWEEN JASPER COUNTY, JASPER COUNTY SHERIFF, AND JASPER ANIMAL RESCUE MISSION

SURRENDER OF PREMISES, EQUIPMENT USE, TRANSFER AND TRANSITION AGREEMENT BY AND BETWEEN JASPER COUNTY, JASPER COUNTY SHERIFF, AND JASPER ANIMAL RESCUE MISSION

WHEREAS, Jasper County Animal Rescue Mission (JARM) has previously leased from Jasper County certain premises used as an animal shelter at 401 Carter's Mill Road, Jasper County, South Carolina (the Premises), and is still in possession of the Premises although the formal lease has expired; and

WHEREAS, JARM has remained in possession for the purposes of providing animal shelter and animal control purposes to Jasper County; and

WHEREAS, Jasper County and Beaufort County have entered into an Intergovernmental Agreement by which Beaufort County will assist with animal control and shelter needs in Jasper County through utilization of its resources, including its Animal Services Department; and

WHEREAS, the Jasper County Sheriff provides animal control enforcement and related services by virtue of State statutes and County ordinances, and is entering into this Agreement in furtherance of those authorities and responsibilities; and

WHEREAS, as part of the provision of services by Beaufort County, it is necessary and desirable for Jasper County and/or the Jasper County Sheriff to take possession of the Premises and provide for its operation under the auspices of Jasper County and/or the Jasper County Sheriff to facilitate the implementation of the Intergovernmental Agreement; and

WHEREAS, in order to transition in an orderly fashion from JARM providing the traditional animal control and shelter functions to utilization of Beaufort County resources and assistance to provide Jasper County and the Jasper County Sheriff with animal control intake, medical treatment, and sheltering of animals, it is necessary and desirable to agree on a process by which to transfer possession of the animal shelter premises from JARM while continuing to provide for the and protection of animals already housed at the animal shelter and in the custody of JARM;

NOW THEREFORE, IT IS AGREED by Jasper Animal Rescue Mission (JARM), Jasper County (County), and the Jasper County Sheriff (Sheriff) as follows:

- Physical possession and occupancy of the animal shelter located at 401 Carter's Mill Road, Jasper County, South Carolina (the Premises), will be given to the County by JARM on (or before if otherwise agreed) at 9:00 a.m. Friday, August 1, 2025.
- 2. Prior to or contemporaneous with the transfer of possession, JARM shall provide a schedule/inventory of its personal property located on or within the Premises, specifying 1) which personal property items thereof will be removed prior to the August 1 transfer date, 2) which personal property items will remain on the Premises for the temporary use by the County, the Sheriff, or Beaufort County and its/their employees, agents, and affiliate organizations (collectively and individually, as the context requires, the New Animal Service Provider) engaged in animal control and shelter operations for a period not to exceed 30 days to accommodate the substitution or replacement of such equipment by the New Service Provider, ensuring for the uninterrupted care of the animals at the shelter; and 3) personal property items which have been identified by JARM and the New Service Provider for purchase by the New Animal Service Provider from JARM upon mutually agreeable pricing.
- 3. Prior to the transfer of possession, medical supplies, including any regulated Schedule drugs located on site will be inventoried, and arrangements made for either the purchase by the New Service Provider or their removal from the Premises, all of which is to be in compliance with State and Federal requirements.
- 4. Contemporaneously with the transfer of possession, JARM shall provide the Sheriff and/or Beaufort County Animal Control the digitized medical records (the Shelter Love database) for the animals being released by JARM to the New Animal Service Provider, as well as the appropriate documents evidencing the transfer of ownership and control of the animals being released by JARM to the New Animal

Service Provider, including but not limited to such evidences of surrender of the animal to JARM and the assignment of same to the New Animal Service Provider. In the event the data transfer requires technical and/or software purchase for conversion and transfer, either directly from the provider or by purchase of the database license from JARM, Jasper County agrees to reimburse upon invoice from Beaufort County such sums as may be necessary to accomplish the transfer, not to exceed \$12,000.00.

- 5. Items which have been identified for temporary use will be removed by JARM on a mutually agreeable schedule to be devised on or before August 15, 2025, with such removals to occur during normal business hours, Monday through Friday, unless otherwise mutually agreed subsequent to this Agreement's execution.
- 6. Prior to or as soon as practical to the transfer of possession on August 1, 2025, the County will take appropriate steps to have the utilities serving the Premises transferred from JARM to the County, including making arrangements for a telephone number to be associated with the animal shelter, either by transfer of the present number used by JARM for the shelter of obtaining a new phone number separate and distinct.
- 7. The County and JARM agree and acknowledge the Premises are being surrendered in an "as-is" condition, and at this time there are no claims for property damage by either against the other. Both parties agree to take reasonable steps to minimize and disturbance or damage to the Premises incident to the removal of any property identified in Paragraph 5 above.
- 8. The parties hereto agree to undertake reasonable efforts to publicize on their respective websites and social media sites information regarding the transfer of possession and service responsibilities in an effort to minimize disruptions in the provision of these animal care services.

9. Each party to this Agreement (which, in the case of JARM, shall mean its officers and the members of the Board, and in the case of the County, its Council Members, Administrators and Department Heads) agrees, during the Term of this Agreement and thereafter, to refrain from Disparaging (as defined below) the other party or parties, or any of their directors, officers, agents, representatives or employees, either orally or in writing. Nothing in this paragraph shall preclude any party from making truthful statements that are reasonably necessary to comply with applicable law, regulation or legal process, or to defend or enforce a party's rights under this Agreement. For purposes of this Agreement, "Disparaging" means making remarks, comments or statements, whether written or oral, that impugn the character, integrity, reputation, abilities of the person being disparaged, or of the practices and procedures of the parties.

executed as of this day of		s Agreement to	be be
WITNESSES AS TO	JASPER MISSION	ANIMAL	RESCUE
JASPER ANIMAL RESCUE MISSION	By:		
		,	Chairman

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

WITNESSES AS TO JASPER COUNTY SHERIFF	JASPER COUNTY SHERIIF		
	Chris Malphrus Sheriff		
WITNESSES AS TO JASPER COUNTY:	JASPER COUNTY		
	Andrew Fulghum County Administrator		

FIRST ADDENDUM TO SURRENDER OF PREMISES, EQUIPMENT USE, TRANSFER AND TRANSITION AGREEMENT BY AND BETWEEN JASPER COUNTY, JASPER COUNTY SHERIFF, AND JASPER ANIMAL RESCUE MISSION

WHEREAS, Jasper Animal Rescue Mission (JARM), Jasper County (County), and the Jasper County Sheriff (Sheriff) have contemporaneously entered into a SURRENDER OF PREMISES, EQUIPMENT USE, TRANSFER AND TRANSITION AGREEMENT (Agreement) by which the possession of the Jasper County Animal Shelter (Shelter) and operations of the animal shelter was transferred from JARM to Jasper County and the Sheriff, who have entered into a separate Intergovernmental Agreement with Beaufort County to operate the Shelter on a temporary basis while a more permanent arrangement is negotiated and implemented; and

WHEREAS the Agreement provided for a listing of equipment and other personal property that was to be either sold or donated to Jasper County to facilitate the operation of the Sheler, as well as property that was to ultimately be removed by JARM (see paragraph 2 of the Agreement); and

WHEREAS, the attached EXHIBITS describe with particularity those items and the price for each, as applicable; and

WHEREAS, the Parties wish to further address the costs of operation of the Shelter by JARM for the period prior to the date of surrender of possession of the Premises, determined and agreed to be the one month of July, 2025, being \$28,333.00, representing one-twelfth (1/12) of \$340,000.00 annual funds appropriated by Jasper County for Fiscal Year 2025-2026; and

WHEREAS, it is the desire of the parties to memorialize in this FIRST ADDENDUM TO SURRENDER OF PREMISES, EQUIPMENT USE, TRANSFER AND TRANSITION AGREEMENT BY AND BETWEEN JASPER COUNTY, JASPER COUNTY SHERIFF, AND JASPER ANIMAL RESCUE MISSION (First Addendum) such listing, pricing, timing for removal, payment for services and related matters;

NOW THEREFORE, it is agreed by the Parties hereto that the following Exhibits setting forth the disposition of the personal property at the Shelter (and pricing, as applicable) are approved, as well as the amount of compensation for the services of JARM in operating the Shelter prior to the surrender of possession; and

FURTHER AGREED that Jasper County will take formal action by separate Resolution and/or Ordinance of Jasper County approving the Agreement and this Addendum, and directing the payment to JARM 1) of the sum of \$42,200.00 for the purchase price of the items being sold to Jasper County or the New Service Provider as detailed on Exhibit A-

1, and 2) the sum of \$28,333.00 for the services rendered by JARM prior to the surrender of the Premises; and

IT IS FURTHER AGREED that JARM will take such official actions as are necessary to deliver a Bill of Sale and/or such other documentation as may be necessary or desirable to effect the Agreement and Addendum.

executed as of this	day of	, 2025.		
WITNESSES AS TO		JASPER MISSION	ANIMAL	RESCUE
JASPER ANIMAL RESCUE MISSION	By:			
			, '	Chairman
WITNESSES AS TO JASPER COUNTY SHERIFF		JASPER CO	OUNTY SHER	HIF
		Chris Sherif	s Malphrus f	
WITNESSES AS TO JASPER COUNTY:		JASPER CO	DUNTY	
			ew Fulghum y Administrato	r

EXHIBIT A-1 PROPERTY BEING SOLD

	TOTAL	\$42,200.00
Fencing Services by Hilton Head Fence at	the facility	\$5,500.00
1 8'X20' Conex Box (Storage)		\$1,700.00
1 12,000BTUH Portable A/C Unit		\$800.00
1 Shorline Scale		\$300.00
1 Stainless Steel Grooming Sink		\$500.00
1 3-bowl Stainless Steel Sink		\$600.00
Lot of Stainless Steel Puppy Kennels		\$6,000.00
Lot of HDPE Dividers		\$5,000
14 - 4X8 Holding Kennels @ \$400/ea.		\$5,600.00
18 - European Kennels @ 900/ea.		\$16,200.00

EXHIBIT A-2 PROPERTY BEING DONATED BY JARM

6 VHF Radios for onsite communication valued at \$500.00

6 Landline Cordless phone set.

All plastic carriers and any other material/supplies located in Conex box #2

All wire crates and any other material/supplies located in Conex box #1

Artificial Turf that was recently placed in outside Puppy Pen valued at \$800.00

Metal Dividers that were installed in Dog Isolation valued at \$800.00

2 Plastic Deck Boxes used to house blankets for the Winter months.

1 Push lawn mower, working.

2 Pressure Washers, 1 working, 1 unknown.

Several brand new cooling fans for the facility.

3 brand new Dog Igloo Houses valued at \$250/ea.

Renovations to 3 rooms within the building valued at \$2,500.00

3 Office Desks and associated file cabinets.

Any food left in the Food Shed.

Any material or supplies left in the Equipment Shed.

Any material/supplies left in the White Shed.

Any cleaning supplies left at the facility.

Any medications left at the facility.

EXHIBIT A-3 PROPERTY BEING REMOVED BY JARM

3 computers and 1 printer/scanner.

2 - drawer SAFE in Manager's Office

Agenda Item #8

STATE OF SOUTH CAROLINA COUNTY OF JASPER

Resolution Number R-2025-53

A RESOLUTION OF JASPER COUNTY COUNCIL DECLARING THE HARDEEVILLE DISTRICT APPOINTED POSITION AT THE COUNTY AIRPORT COMMISSION TO BE VACANT.

WHEREAS, in accordance with Jasper County SC Code of Ordinances Chapter 2 Article IV Sec 2-78 (b) (8), members of boards, commissions, and special committees may be removed at any time by the County Council for cause; and

WHEREAS, on August 25, 2025, the Jasper County Council discussed the position of Mr. Steven Alston as the Hardeeville District commissioner on the Airport Commission in Executive Session as permitted by the Freedom of Information Act SC Code 30-4-70 (a) (1);

NOW THEREFORE BE IT RESOLVED, by the Jasper County duly assembled and by the authority of the same.

Section 1. That Mr. Steven Alston is removed as the Hardeeville District commissioner on the Airport Commission in accordance with Section 2-78(b)(8) of the Jasper County Code of Ordinances.

Section 2. The County Council declares the Hardeeville District commission seat on the Airport Commission to be vacant.

Section 3. If any section, clause, paragraph, sentence or phrase of this resolution, 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 resolution: and is hereby

declared to be the intention of the County Council that the remainder of this resolution would have passed notwithstanding the invalidity or unconstitutionality of any section, clause paragraph, sentence or phrase thereof.

	JASPER COUNTY, SOUTH CAROLINA		
	By: John A. Kemp, County Council Chair		
Attest:			
Wanda Giles, Clerk to Council	_		
Resolution R-2025-53			
Adopted: August 25, 2025			
Reviewed for form and draftsmanship	by Jasper County Attorney,		
Lawrence Flynn, Interim County Atto	orney Date		

Agenda Item #9

STATE OF SOUTH CAROLINA COUNTY OF JASPER

Resolution Number R-2025-54

A RESOLUTION OF JASPER COUNTY COUNCIL DECLARING THE JASPER COUNTY AT-LARGE APPOINTED POSITION AT THE LOWCOUNTRY COUNCIL OF GOVERNMENTS TO BE VACANT.

WHEREAS, in accordance with Jasper County SC Code of Ordinances Chapter 2 Article IV Sec 2-78 (b) (8), members of boards, commissions, and special committees may be removed at any time by the County Council for cause; and

WHEREAS, on August 25, 2025, the Jasper County Council discussed the position of Mr. Danny Lucas as the At-Large Jasper County representative on the Lowcountry Council of Governments in Executive Session as permitted by the Freedom of Information Act SC Code 30-4-70 (a) (1);

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

Section 1. That Mr. Danny Lucas is removed as the At-Large Jasper County Representative to the Lowcountry Council of Governments in accordance with Section 2-78(b)(8) of the Jasper County Code of Ordinances.

Section 2. The County Council declares the Jasper County At- Large position to the Lowcountry Council of Governments to be vacant.

Section 3. If any section, clause, paragraph, sentence or phrase of this resolution, 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 resolution: and is hereby declared to be the intention of the County Council that the remainder of this resolution would have passed notwithstanding the invalidity or unconstitutionality of any section, clause paragraph, sentence or phrase thereof.

	JASPER COUNTY, SOUTH CAROLINA
	By: John A. Kemp, County Council Chair
Attest:	
Wanda H. Giles, Clerk to Council	_
Resolution R-2025-54	
Adopted: August 25, 2025	
Reviewed for form and draftsmanship	by Jasper County Attorney,
Lawrence Flynn Interim County Atto	orney Date

Agenda Item #10

STATE OF SOUTH CAROLINA COUNTY OF JASPER Resolution Number R-2025-55

A RESOLUTION OF JASPER COUNCIL REGARDING THE HARDEEVILLE DISTRICT APPOINTED POSITION AT THE AIRPORT COMMISSION

WHEREAS, in accordance with Jasper County SC Code of Ordinances Chapter 2 Article IV Sec 2-78 (b) It is the policy of the county council to appoint the best qualified candidate to boards and commissions and to ensure that the membership of boards, commissions and committees are promptly filled. Equally it is the policy of the county that membership on boards, commissions and special committees will reflect to the greatest extent practical, the ethnic, gender and age composition of the county as a whole.

WHEREAS, on August 18, 2025, the Jasper County Council discussed the position of the vacancy on the Airport Commission in Executive Session as permitted by the Freedom of Information Act SC Code 30-4-70 (a) (1).

WHEREAS, The Jasper County Council desires to appoint Mr. Chad Scott as the Hardeeville Representative to the Airport Commission in accordance with Section 2-78 of the Jasper County Code of Ordinances. Mr. Chad Scott will serve in the capacity of this appointment and finish the remaining Hardeeville District term. The term will end 12/31/2025 or until replaced.

NOW THEREFORE BE IT RESOLVED, by the Jasper County Council duly assembled and by the authority of the same, resolves to appoint

Mr. Chad Scott to the Airport Commission as the Hardeeville District			
Representative this	day of	, 2025.	
	JASPE	R COUNTY, SOUTH CAROLINA	
	D. //		
	Бу		
	John A.	Kemp, County Council Chair	
Attest:			
Wanda H. Giles, Clerk to			
Council			
Decelution D 0005 55			
Resolution R-2025-55			
Adopted: August 25, 2025			

Reviewed for form and draftsma	nship by Jasper County Attorney,
Interim County Attorney	 Date

CITIZEN BIOGRAPHICAL SKETCH:

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

COMMITT	EE: Airport Commis	ssion		_
RECOMM	ENDED BY: Joseph A	rizil.b		-
NAME: Ch	ad Thomas Scott	MłDDLE	LAST	_
	7 13 1			
	7.	Oak Circle Hardeeville,	S.C. 29921	-0
TELEPHO	NE: 843-290-5048	5,10,1,1500	0511	_
	HOME	BUSINESS	CELL	
EMAIL AD	DRESS: cscott.cs75	2gmail.com		_
EMPLOYE	DBY: Gulfstream A	erospace Coorporation		
ADDRESS	500 Gulfstream Ro	Savannah G.A. 31402		_
OCCUPATION: Aircraft Coordinator				
EDUCATIO	ON: High School			_
	COMMITTEES, CIVIC OF SHEET IF NECES			
OTHER AC	CTIVITIES: COF SHEET IF NECES	SARY		
COUNTY	COUNCIL DISTRI CT :_	Har deevi lle		-
ARE YOU	A REGISTERED VOTE	R? Yes		
IN WHAT F	PRECINCT DO YOU VO	OTE?Levy		

DO YOU HAVE ANY INTEREST IN ANY BUSINESS THAT HAS, IS OR WILL DO BUSINESS WITH THE COUNTY OF JASPER OR THE ENTITY FOR WHICH YOU HAVE BEEN NOMINATED? NO IF SO, PLEASE LIST ON BACK OF SHEET.

I HAVE RECEIVED A COPY OF THE BOARDS AND COMMITTEE ORDINANCE #07-40, THE FREEDOM OF INFORMATION ACT AND A COPY OF RESPONSIBILITIES AND DUTIES RELATED TO THE BOARD OR COMMISSION THAT I AM VOLUNTEERING TO SERVE ON AND I AGREE TO UPHOLD AND ABIDE THE RESPONSIBILITIES TO THE BEST OF MY ABILITIES. I UNDERSTAND THAT LAW AND CONSTITUTION OF SOUTH CAROLINA PROVIDE FOR APPOINTMENTS BY COUNTY COUNCIL BECAUSE IT IS ELECTED BY THE PEOPLE. COUNCIL IS THUS ANSWERABLE TO THE PEOPLE AND BOARDS AND COMMISSIONS ARE ANSWERABLE TO THE COUNCIL. THE AMERICAN SYSTEM OF CHECKS AND BALANCES THUS ENCOURAGES AND ENABLES ADMINISTRATION WHILE CONSTRAINING APPOINTEES FOR CROSS PURPOSES WITH COUNCIL. I FURTHER AGREE TO BE BOUND BY THE RULES AND REGULATIONS OF JASPER COUNTY COUNCIL.

APPLICANTS SIGNATURE DATE: 07/18/2025

RETURN TO TISHA L. WILLIAMS, ACTING CLERK TO COUNCIL JASPER COUNTY COUNCIL P.O. BOX 1149
RIDGELAND, SC 29936
(843) 717-3696
tlwilliams@jaspercountysc.gov

Agenda Item #11

STATE OF SOUTH CAROLINA COUNTY OF JASPER

ORDINANCE # 0-2025-19

AN ORDINANCE OF JASPER COUNTY COUNCIL

To amend and add a new Subsection to the Jasper County SC Code of Ordinances, Chapter 26 *Taxation*, Article I *In General*.

WHEREAS, The Jasper County Council should periodically review County Ordinances for relevance and adjustment; and

WHEREAS, it has come to Council's attention that certain penalties available to the County against defaulting tax sale bidders for failure to follow tax sale procedures are in need of updating; and

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

SECTION 1. Chapter 26, *Taxation*, Article I, *In General*, being Code Sections 26-1 through 26-4, is hereby amended by inserting and adding a new Section 26-4 as follows, and amending Section 26-1 as follow:

Sec. 26-4 Penalties for Defaulting on a Tax Sale Bid.

In accordance with §§ 12-51-60 and 12-51-70 of the Code of Laws of South Carolina, 1976 (as amended), upon the failure of a successful bidder at the delinquent tax sale to pay the full amount of the bid made on the day of the sale, the defaulting bidder is liable to the County the sum of Five Hundred Dollars (\$500.00) to be collected by the Delinquent Tax Collector in the name of the taxing authority; and further, the defaulting bidder, whether a natural person or an entity

making the bid, shall not be allowed to participate in a Jasper County tax sale for 1) the later of the next two delinquent tax sales or two calendar years, and 2) the penalty sum is paid in full. The prohibition on a defaulting bidder participating in a subsequent tax sale applies not only to the bidder if he or she be a natural person, but also to an entity owned or controlled in whole or in part by the person, and in the event the defaulting bidder be an entity, to affiliated or subsidiaries of the entity.

Section 26-1 Penalties, Fees and costs for delinquent taxes.

Penalties, fees and costs shall be as set forth in the S.C. Code of Laws, 1976 (as amended), including § 12-45-180 and §12-51-40, to include the necessary and actual costs incurred in the levy, execution, collection, seizure, and sale of the property, as applicable.

SECTION 3. Sections 26-4 Assessment of Aircraft and 26-5 Reduction in value of a boat and its motor for the purpose of property taxation of the Jasper County Code of Ordinances are re-numbered as new Sections 26-5 and 26-6, respectively.

SECTION 4. Provisions of ordinances previously adopted by County Council, which are not consistent with the restrictions and requirements of this Ordinance O-2025-19 are deemed superseded.

SECTION 4. If any section, clause, paragraph, sentence or phrase of this ordinance, or application thereof any person or circumstances should, for any reason be held to be invalid or unconstitutional, the invalid section,

clause paragraph, sentence, phrase or application shall no way affect the remainder of this ordinance; and it is hereby declared to be the intention of the County Council that the remainder of this ordinance would have passed notwithstanding the invalidity or unconstitutionality of any section, clause paragraph, sentence or phrase thereof.

SECTION 5. This ordinance must take effect upon approval by Council.

Attest:	John A. Kemp, Chairman
Wanda Giles, Clerk to Council	
Ordinance 0-2025-19	
First Reading: 06.30.25 Public Hearing: 07.21.2025 Second Reading: 07.21.2025 Third Reading: Adopted:	
Reviewed for form and draftsma	nship by Jasper County Attorney
Interim County Attorney Da	 ate:

Agenda Item #12

STATE OF SOUTH CAROLINA COUNTY OF JASPER

RESOLUTION R-2025-56

A RESOLUTION OF JASPER COUNTY COUNCIL

WHEREAS, Jasper County SC, is a member of the Southern Lowcountry Regional Board (SOLOCO), a regional think tank that identifies the problems and opportunities that face the entire southern low country, as defined by the members and regardless of municipal or county boundaries.;

WHEREAS, There are childcare and early learning agencies in our community that provide services to working class parents;

WHEREAS, Jasper County SC and those interested service providers, who have interest in a partnership with the SC Department of Social Services, a pilot demonstration project using the Tri-Share funding model being employed in other locales;

WHEREAS, Childcare and Early Learning in South Carolina is in crisis, with too many working-class families unable to afford or find quality Childcare and Early Learning, with the result that too few South Carolina children (36%) reach kindergarten and first grade with the development and skills necessary to undertake a successful lifetime of learning and education;

WHEREAS, The crisis in Childcare and Early learning has an adverse effect on workforce availability and results in an estimated \$1.4 billion loss to the South Carolina economy.

WHEREAS, Increasing the availability and affordability of highquality Childcare and Early Learning will enhance the programs and goals of the SC Department of Commerce and Department of Education;

WHEREAS, There is a useful and innovative Childcare and Early Learning supplemental funding model called Tri-Share that is being successfully employed in other locales to expand the availability and affordability of Childcare and Early Learning, enables tax dollars to be spent more efficiently and effectively, and which appears to be readily adaptable for use in South Carolina;

NOW THEREFORE, be resolved that: Jasper County SC as a member of SOLOCO resolves and requests the Beaufort County Legislative Delegation and the Jasper County Legislative Delegation undertake those steps necessary to enable, fund and ensure that the South Carolina Department of Social Services, with the support of the Department of Commerce and the Department of Education, will establish and conduct a Childcare Demonstration Project utilizing the Tri-Share funding model, in Beaufort and Jasper Counties and such other counties as may be appropriate, with such demonstration project to be organized and managed to increase the availability, affordability, and quality of programs offered by South Carolina Childcare and Early Learning providers.

Adopted this the 25th day of August

John A. Kemp Chairman
Attest
Wanda H. Giles, Clerk to Council

Reviewed to form and draftmanship by the Interim Jasper County Attorney