

# Town Council Regular Meeting

February 27, 2024 @ 2:30 PM

[Watch Live on YouTube](#)

Seabrook Island Town Hall, Council Chambers  
2001 Seabrook Island Road  
Seabrook Island, SC 29455s



**Virtual Participation:** Individuals who wish to participate in the meeting via Zoom may call (843) 768-9121 or email [kwatkins@townofseabrookisland.org](mailto:kwatkins@townofseabrookisland.org) for log-in information prior to the meeting.

## AGENDA

### 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL & FOIA STATEMENT

### 2. APPROVAL OF MINUTES

A. **Town Council Regular Meeting:** January 23, 2024

B. **Special Called Meeting:** February 13, 2024

### 3. PRESENTATIONS

A. **MUSC Update:** Tom Crawford, COO MUSC Health

### 4. PUBLIC HEARING ITEMS

A. **Ordinance 2023-19:** An ordinance amending the zoning map of the Town of Seabrook Island so as to change the zoning designation for Charleston County Tax Map Number 147-06-00-070, containing approximately 0.225 +/- acres located at 2723 Old Oak Walk, from the Moderate Single Family (R-SF2) District to the Conservation (CP) District.

### 5. CITIZEN COMMENTS

*During the first citizen comment period, any citizen may speak pertaining to any item listed on the meeting agenda which does not require a public hearing. Each speaker shall be limited to three minutes in which to make his or her comments. Town council shall allow no more than 30 minutes for citizen comments. Preference shall be given to individuals who have signed up or otherwise notified the town clerk/treasurer of a desire to speak prior to the start of the meeting.*

### 6. REPORTS OF TOWN BOARDS, COMMISSIONS AND COMMITTEES

A. **Advisory Committees**

- Community Promotion and Engagement Committee: Bruce Kleinman, Chair
- Environment and Wildlife Committee: Gordon Weis, Chair
  - Beach Management Plan Update
  - Recommendation to approve a proclamation for the Seabrook Island Birders Stewardship Program
  - Recommendation to approve program guidelines for the Environment and Wildlife Conservation Grant Program
- Public Safety Committee: Dan Kortvelesy, Chair
  - Update on Invitation for Bids (IFB) 2024-01: Debris Management Services
  - Recommendation to change the speed limit on Seabrook Island Road
- ~~Public Works Committee~~

**B. Special Committees:**

- Special Committee on Short-Term Rentals: Darryl May, Chair
- Special Committee on Finance: Raymond Hamilton, Chair
- Special Committee on ARPA Expenditures: Mayor Bruce Kleinman, Chair

**C. Board of Zoning Appeals: No report**

**D. Planning Commission: No report**

**E. State Accommodations Tax Advisory Committee: No report**

**F. Utility Commission: Jim Ferland, Chair**

**7. REPORTS OF TOWN OFFICERS**

**A. Mayor**

- Development of Vision and Mission Statement for the Town
- What's Happenin'
  - Discussion of goings on for the Town of Seabrook Island Government

**B. Town Administrator**

- Update on application to Charleston County for FY 2025 Transportation Sales Tax Annual Allocation Projects (Seabrook Island Road)
- FY 2024 Beach Patrol Hours of Operation and Contract Renewal
- FY 2024 Dolphin Education Program Contract Renewal
- Joint Work Session with the Planning Commission on March 13<sup>th</sup> at 1:30 PM

**C. Assistant Town Administrator**

- Report of Financials for the Months of December 2023, January 2024
- Chow Town Dates for 2024

**D. Zoning Administrator**

- Code Enforcement Summary
- Gateway Sign Update

## 8. ORDINANCES FOR SECOND READING

- A. **Ordinance 2023-19**: An ordinance amending the zoning map of the Town of Seabrook Island so as to change the zoning designation for Charleston County Tax Map Number 147-06-00-070, containing approximately 0.225 +/- acres located at 2723 Old Oak Walk, from the Moderate Single Family (R-SF2) District to the Conservation (CP) District.

## 9. ORDINANCES FOR FIRST READING

*There are no Ordinances for First Reading.*

## 10. OTHER ACTION ITEMS

### A. **Appointments to Boards, Commissions, and Committees**

- Accommodations Tax Advisory Committee (1 Vacancy)
- Community Promotion and Engagement Committee (1 Council + 4 Vacancies)
- ~~Public Works Committee~~
- Special Committee on ARPA Expenditures (1 Vacancy)

## 11. ITEMS FOR INFORMATION OR DISCUSSION

*There are no Items for Information or Discussion.*

## 12. CITIZEN COMMENTS

*During the second citizen comment period, any citizen may speak pertaining to any town matter, except personnel matters. Each speaker shall be limited to three minutes in which to make his or her comments. Town council shall allow no more than 30 minutes for citizen comments. Preference shall be given to individuals who have signed up or otherwise notified the town clerk/treasurer of a desire to speak prior to the start of the meeting.*

## 13. EXECUTIVE SESSION ITEMS

### A. **Discussion of items incident to proposed contractual arrangements (Town Attorney)**

*Please Note: Upon returning to open session, Council may take action on items discussed during Executive Session.*

### B. **Appointment of Town Attorney**

## 14. COUNCIL COMMENTS

## 15. ADJOURNMENT



# MEMORANDUM

**TO:** Mayor Kleinman & Members of Town Council  
**FROM:** Tyler Newman, Zoning Administrator  
**SUBJECT:** Rezoning Request: 2723 Old Oak Walk  
**MEETING DATE:** February 27, 2024

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Town Council is asked to review and approve a rezoning request from the Seabrook Island Property Owners Association for Charleston County Tax Map Number 147-06-00-070, containing approximately 0.225 +/- acres located at 2723 Old Oak Walk. The applicant is seeking to rezone the property from the Moderate Lot Single-Family (R-SF2) District to the Conservation (CP) District.

The property, which is currently vacant, is adjacent to one Moderate Lot Single-Family (R-SF2) zoned parcel and the rear of the property backs up to parceled out open space, which contributes to its value as a conservation lot.

Subject to rezoning approval, this property is intended to remain as an undeveloped “open space” lot. Uses permitted within the CP district are limited to the following:

- (a) Accessory uses & structures
- (b) Bulkhead and erosion control devices
- (c) Community gardens
- (d) Open space preserves such as wetlands and wildlife habitat refuge areas
- (e) Greenways, boardwalks, and non-motorized trails/pathways
- (f) Open-air recreation uses (CONDITIONAL)
- (g) Utility substation or sub installation (CONDITIONAL)
- (h) Wireless communication antennas or towers (CONDITIONAL)

Pursuant to Development Standards Ordinance §19.3, in considering amendments to the official zoning map, the Planning Commission shall consider each of the seventeen criteria outlined in §19.3.B. Attached to this memo you will find the applicant’s narrative that addresses each of the criteria outlined in §19.3.B.

A copy of the draft rezoning ordinance is also attached for review.

**Staff Recommendation:**

Staff agrees with the applicant’s analysis of §19.3.B and recommends in favor of **APPROVAL** of the rezoning request.

**Planning Commission Recommendation:**

During its meeting on December 13, 2023, the Planning Commission unanimously recommended in favor of **APPROVAL** of the rezoning request.

Respectfully submitted,

Tyler Newman  
Zoning Administrator

**TOWN OF SEABROOK ISLAND**

**ORDINANCE NO. 2023-19**

**ADOPTED \_\_\_\_\_**

**AN ORDINANCE AMENDING THE ZONING MAP OF THE TOWN OF SEABROOK ISLAND SO AS TO CHANGE THE ZONING DESIGNATION FOR CHARLESTON COUNTY TAX MAP NUMBER 147-06-00-070, CONTAINING APPROXIMATELY 0.225 +/- ACRES LOCATED AT 2723 OLD OAK WALK, FROM THE MODERATE LOT SINGLE-FAMILY (R-SF2) DISTRICT TO THE CONSERVATION (CP) DISTRICT.**

**WHEREAS**, on or about November 16, 2023, the Seabrook Island Property Owners Association filed Rezoning Application #95 with the Town of Seabrook Island seeking to change the zoning designation of Charleston County Tax Map Number 147-06-00-070, containing approximately 0.225 +/- acres located at 2723 Old Oak Walk, from the Moderate Lot Single-Family (R-SF2) district to the Conservation (CP) district; and

**WHEREAS**, the Seabrook Island Planning Commission reviewed the above referenced rezoning application during its regularly scheduled meeting on December 13, 2023, at which time the Planning Commission made a recommendation to the Mayor and Council that the rezoning request is in the best interest of the Town of Seabrook Island and is consistent with the Town's Comprehensive Plan; and

**WHEREAS**, a public hearing was held on the above referenced rezoning application on February 27, 2024, as required by law;

**NOW, THEREFORE**, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, **BE IT ORDAINED BY THE MAYOR AND COUNCIL FOR THE TOWN OF SEABROOK ISLAND:**

**SECTION 1. Zoning Map Amendment.** The Official Zoning District Map of the Town of Seabrook Island is hereby amended to change the zoning designation for Charleston County Tax Map Number 147-06-00-070, containing approximately 0.225 +/- acres located at 2723 Old Oak Walk, from the Moderate Lot Single-Family (R-SF2) district to Conservation (CP) district. A map of the property subject to this rezoning ordinance is attached hereto as Exhibit A.

**SECTION 2. Severability.** If any section, subsection, paragraph, clause, or provision of this ordinance shall be deemed to be unconstitutional, unenforceable, or otherwise invalid by the final decision of a court of competent jurisdiction, it shall be construed to have been the legislative intent of Town Council to pass said ordinance without such unconstitutional provision, and the validity of all remaining sections, subsections, paragraphs, clauses, or provisions of said ordinance shall not be affected thereby. If said ordinance, or any provision thereof, is held by the final decision of a court of competent jurisdiction to be inapplicable to any person, group of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

**SECTION 3. Conflicting Ordinances Repealed.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 4. Effective Date.** This ordinance shall be effective from and after the date of adoption.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2024, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2024.

First Reading: December 19, 2023  
Public Hearing: February 27, 2024  
Second Reading: February 27, 2024

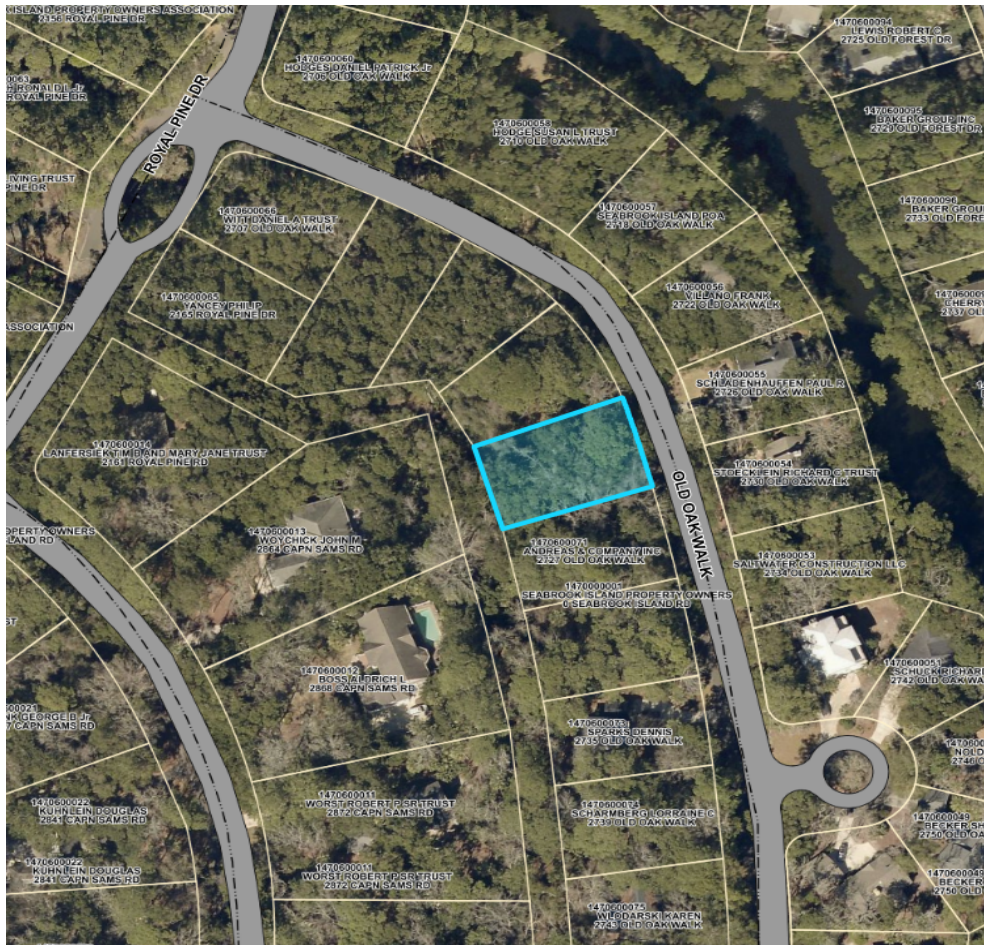
TOWN OF SEABROOK ISLAND

\_\_\_\_\_  
Bruce Kleinman, Mayor

ATTEST

\_\_\_\_\_  
Katharine E. Watkins, Town Clerk

# EXHIBIT A



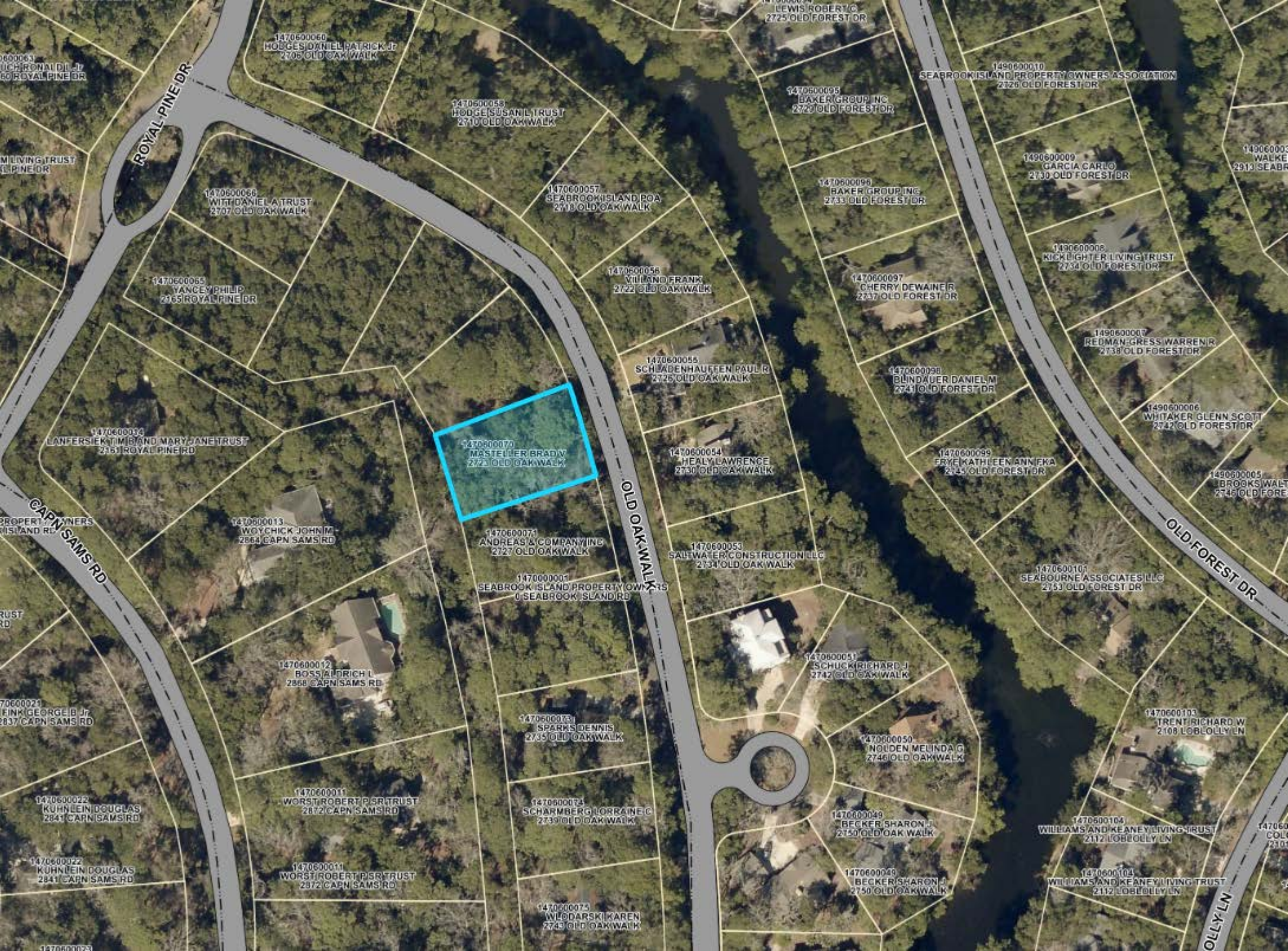
**TMS #:** 147-06-00-070

**ADDRESS:** 2723 Old Oak Walk

**ACREAGE:** 0.225 (+/-)

**CURRENT ZONING:** Moderate Lot Single-Family (R-SF2)

**PROPOSED ZONING:** Conservation (CP)



ROYAL PINE DR

OLD OAK WALK

OLD FOREST DR

CAPN SAMS RD

LOLLY LN

1470600060  
HODGE DONNELL PATRICK JR  
2706 OLD OAK WALK

1470600055  
HODGE SUSAN L TRUST  
2700 OLD OAK WALK

1470600095  
BAKER GROUP INC  
2720 OLD FOREST DR

1490600010  
SEABROOK ISLAND PROPERTY OWNERS ASSOCIATION  
2726 OLD FOREST DR

1470600068  
WITT DANIEL A TRUST  
2707 OLD OAK WALK

1470600057  
SEABROOK ISLAND POA  
2718 OLD OAK WALK

1470600098  
BAKER GROUP INC  
2733 OLD FOREST DR

1490600009  
GARCIA CARLO  
2730 OLD FOREST DR

1470600065  
YANCEY PHILIP  
2765 ROYAL PINE DR

1470600056  
VILLANO FRANK  
2722 OLD OAK WALK

1470600097  
CHERRY DEWAINE R  
2737 OLD FOREST DR

1490600008  
KICKLIGHTER LIVING TRUST  
2734 OLD FOREST DR

1470600034  
LANFERSIEK TIM B AND MARY JANE TRUST  
2831 ROYAL PINE DR

1470600055  
SCHLADENHAUFEN PAUL R  
2725 OLD OAK WALK

1470600098  
BLINDAUER DANIEL M  
2741 OLD FOREST DR

1490600007  
REDMAN-GRESS WARREN R  
2738 OLD FOREST DR

1470600070  
MASTELLER BRAD V  
2721 OLD OAK WALK

1470600054  
HEALY LAWRENCE  
2730 OLD OAK WALK

1470600099  
FRYE KATHLEEN ANN EKA  
2745 OLD FOREST DR

1490600006  
WHITAKER GLENN SCOTT  
2742 OLD FOREST DR

1470600013  
WOYCHICK JOHN M  
2864 CAPN SAMS RD

1470600071  
ANDREAS & COMPANY INC  
2727 OLD OAK WALK

1470600053  
SALTWATER CONSTRUCTION LLC  
2734 OLD OAK WALK

1470600101  
SEABOURNE ASSOCIATES LLC  
2753 OLD FOREST DR

1470600001  
SEABROOK ISLAND PROPERTY OWNERS ASSOCIATION  
0 SEABROOK ISLAND DR

1470600051  
SCHUCK RICHARD J  
2742 OLD OAK WALK

1470600012  
BOSSIAU RICH L  
2868 CAPN SAMS RD

1470600073  
SPARKS DENNIS  
2735 OLD OAK WALK

1470600050  
NOLDEN MELINDA G  
2746 OLD OAK WALK

1470600103  
TRENT RICHARD W  
2108 LOBLOLLY LN

1470600022  
KUHNLEIN DOUGLAS  
2841 CAPN SAMS RD

1470600011  
WORST ROBERT P SR TRUST  
2872 CAPN SAMS RD

1470600074  
SCHARMBERG HORRAINE C  
2739 OLD OAK WALK

1470600049  
BECKER SHARON J  
2750 OLD OAK WALK

1470600104  
WILLIAMS AND KEANEY LIVING TRUST  
2112 LOBLOLLY LN

1470600022  
KUHNLEIN DOUGLAS  
2841 CAPN SAMS RD

1470600011  
WORST ROBERT P SR TRUST  
2872 CAPN SAMS RD

1470600075  
WLODARSKI KAREN  
2749 OLD OAK WALK

1470600049  
BECKER SHARON J  
2750 OLD OAK WALK

1470600104  
WILLIAMS AND KEANEY LIVING TRUST  
2112 LOBLOLLY LN

1470600073





# TOWN OF SEABROOK ISLAND

2001 Seabrook Island Road  
Seabrook Island, SC 29455  
(843) 768-9121

## Rezoning Application

*USE THIS FORM FOR: Requests to rezone property within the Town limits of Seabrook Island (Also known as a "Map Amendment")*

1. PROPERTY INFORMATION			
Property Address(es)	2723 Old Oak Walk		
Tax Map Number(s)	1470600070	Block #	43
		Lot #	06
Current Zoning	R-SF2	Proposed Zoning	Conservation (CP)
Current Use(s)	vacant lot	Proposed Use(s)	vacant lot
Is this property subject to private restrictions or covenants? (eg. SIPOA and/or Regime)			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this property subject to an OCRM critical line? (eg. Marshfront or Beachfront Lots)			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Total Lot Area (Acres or Ft <sup>2</sup> )	12,834.06	High Ground (Acres or Ft <sup>2</sup> )	8,814.52

2. APPLICANT INFORMATION	
Please provide information regarding the individual(s) who is (are) submitting the Rezoning Application.	
Applicant Name(s)	SIPOA
Applicant Address	1202 Landfall Way
Applicant Phone Number	843.768.0061
Applicant Email Address	hpaton@sipoa.org
If the Applicant(s) is (are) not the Property Owner(s), what is the Applicant(s)'s relationship to the Property Owner(s)?	



3. PROPERTY OWNER INFORMATION	
Please provide information for all Property Owner(s). The Property Owner name(s) must match those listed on the deed.	
Property Ownership Type	<input type="checkbox"/> Individual(s) <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Eleemosynary <input type="checkbox"/> HOA/Regime <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Other
Property Owner Name(s)	SIPOA
Property Owner Address	1202 Landfall Way
Property Owner Phone Number	843.768.0061
Property Owner Email Address	hpaton@sipoa.org

4. OVERVIEW OF REQUEST	
Please provide a brief overview of the rezoning request.	
Parcel donated to SIPOA by SIGSC on November 13, 2023. Change zoning from R-SF2 to CP-Conservation.	

5. CERTIFICATION	
Under penalty of perjury, I (we) hereby certify that the information contained in this application, including all supplemental materials, is true and accurate to the best of my (our) knowledge. <b>This form must be signed in the presence of the Zoning Administrator OR signatures must be notarized. (See Section 6)</b>	
Applicant Signature	<i>hpaton</i> Date <i>11/16/23</i>
Owner Signature(s)	Date
<i>(If different from Applicant)</i>	Date

OFFICE USE ONLY					
Date Received		Case #		Ordinance #	
				Adopted	

**6. ACKNOWLEDGEMENT**

Zoning Administrator Signature	Date
- OR -	
Notary Certification (If not signed in the presence of the Zoning Administrator)	Notary's Official Seal
State of <u>South Carolina</u> ; County of <u>Charleston</u>  One this <u>16</u> day of <u>November</u> 20 <u>23</u> , before me personally appeared the above signers who provided satisfactory evidence of his/her/their identification to be the person whose name(s) is (are) subscribed to this instrument and he/she/they acknowledged that he/she/they have executed the foregoing instrument by his/her/their signature(s) above.  Sworn to (or affirmed) and subscribed before me this <u>16</u> day of <u>November</u> 20 <u>23</u> .   _____ Official Signature of Notary  My commission expires: <u>01/13/2027</u>	

**7. APPLICATION MATERIALS**

Rezoning Applications must be accompanied by the following supplemental materials, as applicable. An application is not considered "complete" until all required documentation has been received by the Zoning Administrator.

**Required for ALL applications:**

- Completed and signed Rezoning Application Form (Paper Required; PDF Optional)**
  - Please submit one completed paper application.
  - The application form must be signed by ALL property owners. Properties which are owned by an association, corporation, partnership, trust or similar entity may be signed by an individual with the authority to sign on behalf of the entity. All signatures must be original.
  - The form must be signed in the presence of the Zoning Administrator or signatures must be notarized.
- Application Fee (See Schedule in Section 7)**
  - Application fees may be paid by cash, check, or money order (payable to "Town of Seabrook Island"). Credit card payments will be accepted if paid in-person at Seabrook Island Town Hall.
- A narrative that explains the reason(s) for the rezoning request, the existing zoning designation of the property, the current or most recent use, the proposed zoning designation of the property, the intended use of the property upon rezoning, and how the request meets the criteria outlined in DSO Section 19.3.B (Paper or PDF Required)**
- Property survey (Paper or PDF Required)**
- A map or description detailing the existing zoning designation and land uses of all adjacent properties. (Paper or PDF Required)**
- Deed of record (Paper or PDF Required)**
- Traffic impact analysis (if deemed applicable by the Zoning Administrator). (Paper or PDF Required)**
- Any other information deemed relevant by the Zoning Administrator. (Paper or PDF Required)**

**8. FEE SCHEDULE**

Zoning Designation for Annexed Property	Fee Amount
Conservation (CP)	No Charge
All Zoning Designations Except CP and MU	\$250.00
Mixed Use (MU)	\$1,250.00 + \$10.00 Per Acre

**Narrative regarding zone change request and Planning Commission considerations per DSO**

This property is an undeveloped single family residential parcel that was purchased by the Seabrook Island Greenspace Conservancy in 2023. The SIPOA Board of Directors on 11/13/23 agreed to accept the parcel which will be quit-claimed to SIPOA with conservation deed restrictions. The future use of the property is as undeveloped property perpetually preserved as Greenspace. This request is to change the zoning designation to conservation.

1. **Whether the proposed rezoning is consistent with the goals, policies, and future land use recommendations of the TOWN's COMPREHENSIVE PLAN;** The request to preserve a parcel as conserved space is consistent with the plan.
2. **Whether the intended use of the property is consistent with the intent and purpose of the district to which the property is proposed to be rezoned;** There are other conserved parcels in the nearby area. (illustration attached).
3. **Whether there are, have been, or are anticipated to be (pursuant to the COMPREHENSIVE PLAN) changing conditions in the surrounding area that would make approval of the proposed rezoning appropriate;** There are no anticipated changes in area conditions.
4. **Whether the range and intensity of uses allowed in the proposed zoning district will be compatible with permitted uses and intensities in the surrounding area;** The proposed use is compatible with the surrounding area. The property is being rezoned to conservation and the property will be perpetually preserved as greenspace.
5. **Whether adequate utilities, transportation, drainage, and other public or private infrastructure exist, or can reasonably be made available, to serve the range and intensity of uses allowed in the proposed zoning district;** NA The property is being rezoned to conservation and the property will be perpetually preserved as greenspace.
6. **Whether the range and intensity of uses allowed in the proposed zoning district will exceed the structural capacity of existing soils, and whether the allowable uses can be accommodated within the proposed zoning district without the excessive use of fill;** NA The property is being rezoned to conservation and the property will be perpetually preserved as greenspace.
7. **Whether the range and intensity of uses allowed in the proposed zoning district will substantially increase the volume of stormwater runoff, overburden existing storm drainage infrastructure, or adversely impact surface water quality, when compared to the range and intensity of uses allowed in the current zoning district;** NA The property is being rezoned to conservation and the property will be perpetually preserved as greenspace.
8. **Whether the range and intensity of uses allowed in the proposed zoning district will substantially increase the volume of vehicular and pedestrian traffic, or will adversely impact vehicular and pedestrian safety, when compared to the range and intensity of uses allowed in the current zoning district;** NA The property is being rezoned to conservation and the property will be perpetually preserved as greenspace.
9. **Whether the current zoning district prohibits or unreasonably restricts all economically beneficial use of the property, provided the hardship was not self-imposed by action of the property owner,**

NA The property is being rezoned to conservation and the property will be perpetually preserved as greenspace.

10. **Whether the proposed rezoning will encourage commercial uses in areas designated for such activities in the COMPREHENSIVE PLAN;** NA The property is being rezoned to conservation and the property will be perpetually preserved as greenspace. There is no commercial use anticipated.
11. **Whether the proposed rezoning will encourage the preservation of conservation lands, CRITICAL AREAs, natural resource areas, and OPEN SPACeS in areas designated for such activities in the COMPREHENSIVE PLAN;** Yes. The property is being rezoned to conservation and the property will be perpetually preserved as green/open space.
12. **Whether the proposed zoning district will adversely impact the enjoyment of natural and scenic features by neighboring property owners or the public at large by allowing DEVELOPMENT of a certain size, scale, bulk, height, or type that is substantially out of character with the surrounding area;** NA The property is being rezoned to conservation and the property will be perpetually preserved as greenspace. No development will be permitted.
13. **Whether the proposed rezoning will threaten the continued presence or integrity of archaeological or historic sites or features;** The property is being rezoned to conservation and the property will be perpetually preserved as greenspace. The site will remain undisturbed.
14. **Whether the range and intensity of uses allowed in the proposed zoning district will adversely impact air and water quality, natural features, sensitive lands, vegetation, or wildlife habitat, when compared to the range and intensity of uses allowed in the current zoning district;** The property is being rezoned to conservation and the property will be perpetually preserved as greenspace and has no adverse impact on air and water quality, natural features, vegetation or wildlife habitat.
15. **Whether the range and intensity of uses allowed in the proposed zoning district will place a disproportionate burden upon, or otherwise exceed the capacity of, existing community facilities, when compared to the range of uses allowed in the current zoning district;** NA The property is being rezoned to conservation and the property will be perpetually preserved as greenspace creating no burden on facilities.
16. **Whether future DEVELOPMENT on the property, if rezoned, will be accessible to essential public services, including, but not limited to, police, fire, emergency medical services; and sanitation;** The property is being rezoned to conservation and the property will be perpetually preserved as greenspace. Public services are not required.
17. Such other factors as may be deemed appropriate by the PLANNING COMMISSION or TOWN

**Assessor's Map is attached.**

All adjacent parcels are single family residential.





# Charleston County SC

#

*New Parcel*  
 *Greenspace parcels*



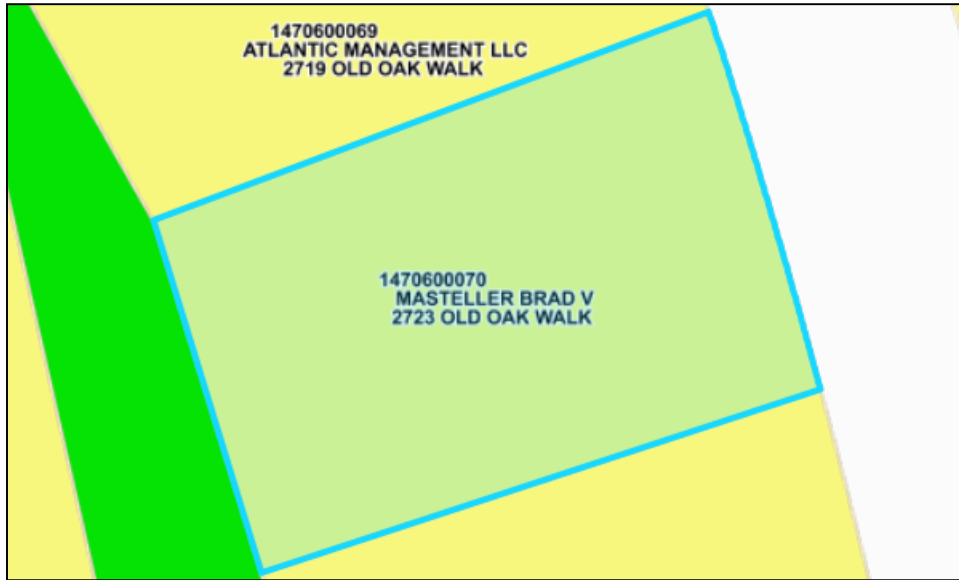
**Note:** The Charleston County makes every effort possible to produce the most accurate information. The layers contained in the map service are for information purposes only. The Charleston County makes no warranty, express or implied, nor any guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the information provided. The County explicitly disclaims all representations and warranties. The reader agrees to hold harmless the Charleston County for any cause of action and costs associated with any causes of action which may arise as a consequence of the County providing this information.

Author: Charleston County SC  
 Date: 11/16/2023

# Town of Seabrook Island

## Property Zoning Report

27 Nov 2023



### Parcels

**Parcel ID:** 1470600070  
**Owner:** MASTELLER BRAD V MASTELLER MARJORIE B  
**Owner Street Address:** 42 HEATHROW AVE  
**Owner City State ZIP Code:** BLUFFTON, SC 29910  
**Parcel Street Address:** 2723 OLD OAK WALK

### Zoning

Count	Zoning Code and Description	Overlapping Quantities
1.	1 R-SF2 - Residential - Single-Family (Medium Lot)	10,222.94sf (0.23acres)





WITNESS our hand and seal this 13 day of October, 2023.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Catherine Gladys  
Witness #1

Brad V. Masteller  
Brad V. Masteller

Randy  
Witness #2

Marjorie B. Masteller  
Marjorie B. Masteller

STATE OF SOUTH CAROLINA )  
COUNTY OF BRAUFORT )

The foregoing instrument was acknowledged before me by Brad V. Masteller and Marjorie B. Masteller, this 13 day of October, 2023.

Catherine Gladys (SEAL)  
Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**CATHERINE GLADYS**  
Notary Public - State of South Carolina  
My Commission Expires  
October 20, 2027



## EXHIBIT A

ALL that certain lot, piece or parcel of land, situate, lying and being on Seabrook Island, Charleston County, South Carolina, and known and designated as Lot 6, Block 43, on a plat by E.M. Seabrook, Jr., C.E. and L.S. dated May 23, 1978 and recorded in the RMC Office for Charleston County in Plat Book S at page 103, and as more recently shown on a newer plat dated August 23, 1978 and recorded in the RMC Office for Charleston County in Plat Book AM at page 11.

SAID lot having such size, shape, dimensions, buttings and boundings, more or less, as are shown on said plat, which is specifically incorporated herein by reference.

SUBJECT ALSO THE FOLLOWING:

1. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney and limitations on title recorded in Book J100, page 107; and as amended in Book S109, page 002; and as further amended in Book B110, page 331; and as further amended in Book H127, page 163; and as further amended in Book B141, page 267; and as further amended in Book J144, page 59; and as further amended in Book L186, page 718; and as further amended in Book K215, page 001; and as further amended from time to time.
2. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney and limitations on title recorded in Book N100, page 296; and as amended in Book Y110, page 143; and as further amended in Book J144, page 67; and as further amended in Book J164, page 487; and as further amended in Book L186, page 697; and as further amended in Book K215, page 23; and as further amended in Book S513, page 341; and as further amended in Book C517, page 808; and as further amended in Book V639, page 522; and as further amended in Book V639, page 557; and as further amended from time to time.
3. Easement granted to Berkeley Electric by instrument recorded in Book M99, page 85.
4. Easement granted for Drainage by instrument recorded in Book K101, page 83.
5. Assessments and maintenance charges as may become due and payable.
6. Taxes for the year 2024 and subsequent years, a lien not yet due and payable.

Said property is subject to all applicable covenants, conditions, restrictions, limitations, obligations and easements of record affecting subject property.

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

- 1. I have read the information on this Affidavit and I understand such information.
- 2. The property located at 2723 Old Oak Walk, Seabrook Island, SC 29455 bearing Charleston County Tax Map Number 147-06-00-070, was transferred by **Brad V. Masteller and Marjorie B. Masteller to Seabrook Island Green Space Conservancy Inc.** on October 31, 2023.
- 3. Check one of the following: The deed is
  - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (c) \_\_\_ exempt from the deed recording fee because (See Information section of affidavit): \_\_\_\_\_ (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes \_\_\_\_\_ or No \_\_\_\_\_

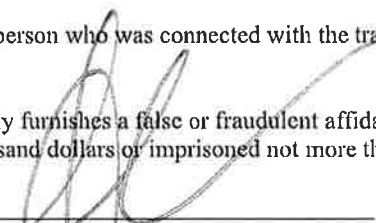
- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit.):
  - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$170,585.00
  - (b) \_\_\_ The fee is computed on the fair market value of the realty which is \$ \_\_\_\_\_.
  - (c) \_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ \_\_\_\_\_

5. Check YES \_\_\_ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \_\_\_\_\_.

- 6. The deed recording fee is computed as follows:
  - (a) Place the amount listed in item 4 above here: 170,585.00
  - (b) Place the amount listed in item 5 above here: \$0  
(If no amount is listed, place zero here.)
  - (c) Subtract line 6(b) from Line 6(a) and place result here: 170,585.00

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as : Legal Representative

8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

  
 \_\_\_\_\_  
 Legal Representative  
 BUIST-BYARS & TAYLOR, LLC

Sworn to before me this 31<sup>st</sup> day of October, 2023.

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





# Town of Seabrook Island

2001 Seabrook Island Road  
Seabrook Island, SC 29455  
[townofseabrookisland.org](http://townofseabrookisland.org)

# Environment and Wildlife Promotion Grant

2024

Contact Us: (843) 768-9121  
[kwatkins@townofseabrookisland.org](mailto:kwatkins@townofseabrookisland.org)

The Town of Seabrook Island invites applications from eligible organizations for funding from the Environment and Wildlife Promotion Grants program. Environment and Wildlife Promotion Grants will be awarded to provide support for programs and activities that are designed to benefit the Town of Seabrook Island by promoting environmental and wildlife conservation efforts or which improve citizen participation, satisfaction and sense of place. Applications will be accepted beginning on February 1, 2024, and will continue to be accepted until the earlier of October 1, 2024, or until all available funds have been committed.

## 1 APPLICANT INFORMATION

<b>Organization Name</b>			
<b>Contact Person</b>			
<b>Mailing Address</b>			
<b>Phone Number</b>		<b>Email Address</b>	
<b>Brief description of the organization and its membership</b>			
<b>What is the organization's annual budget?</b>			
<b>Is this organization registered as a non-profit organization under state and/or federal law?</b>		<input type="checkbox"/> Yes <i>If Yes, Tax ID #</i>	
		<input type="checkbox"/> No	
<b>If this organization is <u>NOT</u> registered as a non-profit organization, please explain how and why the organization operates as a not-for-profit under the grant's eligibility criteria</b>			

## 2 GRANT AMOUNT

<b>Amount Requested</b> ( <i>Min: \$250.00; Max: \$2,500.00</i> )	
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## 3 PROJECT BUDGET

**In the space below, please provide a detailed budget showing how the requested funds will be spent if awarded:**

Item(s) or Service(s) to be Purchased	Vendor (If Known)	Amount Budgeted
		\$
		\$
		\$
		\$
		\$
		\$
		\$
<b>TOTAL</b>		<b>\$</b>

## 4 PURPOSE

In the space below, please describe how these funds will be used to benefit the Town of Seabrook Island

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**5 REIMBURSEMENT**

Upon presentation of all required documentation and/or receipts, to whom should the grant check be sent?

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*Note: All documentation must be submitted to the Town Clerk no later than December 15<sup>th</sup> of the grant year.*

**6 CERTIFICATION**

I hereby certify that all information contained herein is true and accurate to the best of my knowledge. I certify that I have the authority to submit this application on behalf of the above-named organization. I acknowledge that the Town reserves the right to require additional information and that the submittal of this application is not a guarantee of grant funding. On behalf of the organization, I acknowledge that any awarded funds shall be spent in accordance with all applicable laws and shall conform to the guidelines of the grant program. Furthermore, I acknowledge that the town is not party to nor liable for any dispute associated with the expenditure of awarded funds.

<b>Applicant Signature</b>	
<b>Applicant Printed Name</b>	
<b>Submittal Date</b>	

**Please return completed applications to:** Town of Seabrook Island  
Attn: Town Clerk  
2001 Seabrook Island Road  
Seabrook Island, SC 29455



## Town of Seabrook Island

2001 Seabrook Island Road  
Seabrook Island, SC 29455  
[townofseabrookisland.org](http://townofseabrookisland.org)

## Environment and Wildlife Grants **2024**

Contact Us: (843) 768-9121  
[kwatkins@townofseabrookisland.org](mailto:kwatkins@townofseabrookisland.org)

### Town of Seabrook Island Environment and Wildlife Grants Program Program Guidelines

## PURPOSE

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Environment and Wildlife Promotion Grants will be awarded by the Town of Seabrook Island to provide support funding for programs and activities designed to protect and promote wildlife and wildlife habitat, sensitive and enhancing environmental and wildlife conservation efforts, or which improve citizen participation, satisfaction, and sense of place.

## ELIGIBILITY

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An Environment and Wildlife Promotion Grant may be awarded to (1) an organization operating and established as a non-profit entity under state and/or federal law; or (2) an organization established to advance a common interest or cause but prohibited by its written rules and guidelines from operating for a profit, including but not limited to, charitable associations, social clubs, trade, and professional groups. An eligible organization must open its membership to all persons. Organizations formally associated with a national, state or local political party will not be eligible. All activities for which grant funding is sought must be lawful under state and federal laws and conform to all ordinances, regulations, and other rules established by the Town of Seabrook Island. The Town Council always has the right to amend or limit eligibility criteria.

## GRANT AWARDS

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Funds will be awarded in amounts ranging from \$250.00 to \$2,500.00. The total amount of grant funds available each calendar year will be determined by, and shall not exceed, the amount included for the Environment and Wildlife Grant Program in the annual budget ordinance approved by the Town Council. Not all appropriated funds need be expended if qualifying applications are not received. Organizations may apply for more than one grant; provided, however, the total amount awarded to any organization shall not exceed \$2,500.00 in any calendar year.

## APPLICATION

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Organizations wishing to apply for a Environment and Wildlife must complete and submit an application form to the Town Clerk during the calendar year for which the grant funds would be expended.

For the 2024 calendar year, grant applications will be accepted starting March 1, 2024. The first review of applications will take place on March 16, 2024, and will be completed within 45 days. Applications received after the first review will be considered in the order in which they are received and will be approved or disallowed within 60 days of receipt. Applications will be accepted until the earlier of October 1, 2024, or upon the commitment of all available grant funding for 2024.

Please return completed grant applications to:

Town of Seabrook Island  
Attn: Town Clerk  
2001 Seabrook Island Road

## REVIEW

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Grant applications will be reviewed, and either approved or rejected, by the town's Environment and Wildlife Committee. The Environment and Wildlife Committee. Applications approved by the Committee will be submitted to the Town Council for final review. The Environment and Wildlife Committee shall have the authority to establish rules for reviewing applications, including asking for additional information, suggesting changes to the application to ensure it conforms with all grant criteria, and/or requesting an in-person or virtual presentation to better judge the application. Applications approved will be submitted to the Town Council for final approval.

## DELIVERY OF GRANT FUNDS

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Organizations receiving funding from the Environment and Wildlife Grant program shall submit to the Town Clerk all necessary documentation, including invoices and/or paid receipts, documenting the organization's commitment or expenditure of awarded grant funds. All disbursement requests will be reviewed and approved by the Town Administrator. Upon approval, a disbursement check will be issued to the organization. Disbursement requests must be received no later than December 15th of the calendar year within which the grant was awarded. Grant funds that are uncommitted or unspent at the end of the calendar year will be returned to the town's General Fund.

# TOWN OF SEABROOK ISLAND

## INVITATION FOR BIDS (IFB) 2024-01

### Debris Management Services

Sealed bids by licensed contractors will be received by the Town of Seabrook Island on the Due Date indicated below for all labor, equipment and materials to provide on-call debris management services.

A bid package, consisting of (1) General Terms and Conditions, (2) Special Terms and Conditions, (3) Scope of Services, (4) Form of Contract, (5) Insurance Requirements and (6) Non-Collusion Oath, may be obtained at the Seabrook Island Town Hall during normal business hours. Except as otherwise specifically noted, the entire bid package must be used in preparing bids.

Solicitation Number: 2024-01

Date Issued:           , 2024

Description of Services: The Town of Seabrook Island is inviting proposals from qualified firms to provide all labor, equipment and material for clean-up and removal of debris generated by a disaster event.

Bid Security: Not Required

Pre-Bid Conference (Optional):           , 2024 @ 2:00 PM

Due Date For Bid:           , 2024 @ 12:00 PM

Date For Bid Opening:           , 2024 @ 12:00 PM

Location: Town of Seabrook Island  
Office of the Town Administrator  
2001 Seabrook Island Road  
Seabrook Island, SC 29455





## INVITATION FOR BIDS (IFB) 2024-01 DEBRIS MANAGEMENT SERVICES

### GENERAL TERMS & CONDITIONS

#### 1. PREPARATION, SUBMISSION AND WITHDRAWAL OF BIDS

- A. There is no standard form of Bid. Bids must be typewritten or computer-generated. The information contained in the Bid should include, but is not limited to: (i) the (a) official name of the individual, firm, or corporation under which the business is conducted, (b) mail address, (c) email address and (d) telephone number of all legal entities which will participate in the provision of goods or services (hereinafter, the "Bidder(s)"), (ii) the form of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, (iii) all affiliations, parent-subsidiary relationships and corporate identities including the names of the principals of such legal entity must be fully disclosed and explained, (iv) a straight forward, concise description of Bidder's ability to satisfy the requirements of this Invitation For Bids (hereinafter, the "IFB"), (v) an acknowledgement of receipt of the entire Bid Package and (vi) a schedule of fees Bidder will charge for the goods or services provided.

All Bids must include the IFB solicitation number and must be signed by an official authorized to bind the Bidder.

- B. Mailed or hand-delivered bids must be submitted in a sealed envelope showing the solicitation number on the outside of the envelope and must be addressed to the Office of the Town Administrator, Town of Seabrook Island (hereinafter, the "Town") at 2001 Seabrook Island Road, Seabrook Island, South Carolina 29455. Each sealed envelope containing a bid shall be marked on the outside with the Bidders' complete name, address, bid number, description of services requested by this IFB (viz., debris management services), along with the due date and time. Failure to do so may result in premature opening of, or a failure to open, such bid.
- C. **Bids submitted after the "Opening" date and time are considered "Late Bids". "Late Bids" will not be opened or considered.**
- D. Bids may be withdrawn by written request received from the Bidder prior to the time set for opening of bid, but not thereafter.
- E. Bidders should familiarize themselves with the Town and the potential scope(s) of work before submission of a response and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all work required pursuant to the mandates and requirements of this RFP and the contract. No

plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the Work pursuant to this Proposal as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for a failure or omission on the part of Successful Proposer(s), in every detail, all of the requirements in the contract, nor will they be accepted as a basis for any claims whatsoever for extra compensation.

- F. Bidders shall promptly notify the Town's Town Administrator in writing not later than the last date and time for the Pre-Bid Conference, of any ambiguity, inconsistency or error which they may discover upon examination of the IFB documents or the project premises and local conditions.
- G. Bidders requiring clarification or interpretation of the IFB documents shall make a written request which must be received at the Office of the Town Administrator no later than the last date and time for Pre-Bid Conference.
- H. Any interpretation, correction or change of the IFB documents will be made by addendum.
- I. No substitutions will be considered after the award of contract except by amendment or change order.
- J. The Town seeks a single, qualified company to be responsible for the provision of services described herein (hereinafter, the "Services") (although the Town reserves the option to award portions of the project to multiple bidders if such is to the advantage of the Town). Therefore, any one bid submitted by more than one company will be deemed to be a proposal for a joint venture between or among the companies so bidding unless the bid clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture will be held jointly and severally responsible for the entire project and will not be permitted to limit their liability to the Town.
- K. The following are included in the Bid Package:
  - (1) Attachment A: Special Instructions / Terms and Conditions
  - (2) Exhibit A-1: Fee Schedule
  - (3) Attachment B: Scope of Services/Specifications
  - (4) Attachment C: Sample Contract
  - (5) Attachment D: Insurance Requirements
  - (6) Attachment E: Non-Collusion Oath

## 2. NON-COLLUSION OATH

Every bid must be accompanied by a notarized affidavit of non-collusion, executed by the Bidder or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Oath is provided in Attachment E.

### **3. BIDDER REPRESENTATIONS**

Each Bidder by submitting a bid represents that:

- A. The Bidder has read and understands this IFB (including all specifications and attachments) and that its bid is made in accordance therewith;
- B. The Bidder has reviewed the IFB, has become familiar with the local conditions under which the Services is to be performed, and has correlated personal observations with the requirements of the proposed contract documents;
- C. The bid is based on the terms, materials, and equipment required by this IFB, without exception;
- D. The Bidder is qualified to provide the services required under this IFB and, if awarded the contract, will do so in a professional, timely manner using Bidder's best skill and attention;
- E. If Bidder is awarded the contract, it will execute the formal contract called for herein;
- F. If Bidder is awarded the contract, Bidder agrees that (i) it will provide the insurance coverage as required in Attachment D: Insurance Requirements, and (ii) if the Services or any part thereof is not completed within the required time period, the Bidder will be liable for all damages in accordance with the terms of the formal contract; and
- G. Bidder's staff is knowledgeable about and experienced in performing the Services required in this IFB, and Bidder warrants that it will use its best skill and attention to provide the Services in a professional and timely manner.

### **4. BIDDER'S QUALIFICATIONS**

Bidder shall provide documentation of the firm's qualifications to perform the work, including:

- A. Historical background and experience with emergency response and emergency debris management projects, including a list of similar projects completed with municipalities in the past seven (7) years. The description of each project should include dates of work, location, scope of work performed, and the value of the services in total billings;
- B. Listing of the name, title, position, description of duties, and resume for each key individual who will have a management or senior position in performing the services;
- C. Firm's experience and success in completing similar projects within the last seven (7) years in coordination with Federal, State, and Local agencies, including the coordination of FEMA requirements and project management with similar State and Local agencies;

- D. Detailed description of the experience and success in filing and receiving Federal and State reimbursements for similar projects, including the preparation and submission of all required documents and forms;
- E. Listing of at least five (5) references from municipal clients with knowledge of contract performance. Provide name, title, and phone number(s) of senior management individual(s) for each reference, and a description of the contract services, and dates of services performed;
- F. Company safety record including the dates and details of accidents, injuries, and property damage within the past seven (7) years, including a detailed description of all fines and penalties imposed on the firm during the last seven (7) years, including (i) a description of the basis therefore, (ii) the date thereof, and the amount of fine or penalty; and
- G. Copies (audited, if available) of the Firm's income statements and balance sheets for the most recent three (3) fiscal years.

## **5. OPERATIONAL PLAN**

Bidder shall provide a narrative outlining the approach to the Scope of Services and proposed plan for providing the services, including:

- A. Planning efforts to respond to an emergency event, including staging area for equipment;
- B. Response timeline upon notification to proceed by Town, including timeframe to mobilize equipment and personnel and begin work;
- C. Staffing plan, including staff augmentation in response to changing conditions and scope, and number of planned full-time employees and temporary employees, and a listing by name, function, and years of experience and general qualifications of supervisors to be deployed to Town;
- D. Project management and chain of command for response team, including communication with Town representatives for status updates;
- E. Coordination with Federal, State, and County agencies and requirements;
- F. Equipment plan, including a listing of the equipment proposed for use (separately categorized by equipment owned, leased, rented, and subcontracted);
- G. Subcontracting plan, including proposed names, background, and contact information for each subcontractor planned for any part of the Scope of Services; and
- H. Insurance policies for the firm and any proposed subcontractors, including limits,

deductibles, and relevant exclusions, if any.

## **6. RESOURCE AVAILABILITY**

- A. Provide the availability of the resources proposed for the Town during a local, regional, or multiple State emergency event, including:
- (1) Listing of all current contracts in place for emergency response and/or emergency debris removal, the geographic location of the services to be performed under each contract, and the current end date for each contract;
  - (2) Other proposals submitted for consideration but not yet awarded;
  - (3) Listing of all contracts executed in the immediate seven (7) year period that were prematurely terminated by either contract party before the end of the contract term, and the reason for termination; and
  - (4) Narrative of any organizational changes in the last seven (7) years, including mergers, acquisitions, consolidations, downsizing, and bankruptcy filings. Include a disclosure of any lawsuits, judgments, penalties, fines, violations, or convictions associated with the firm or its personnel in the past seven (7) years.
- B. As applicable, Contractor shall ensure that staff have vehicles, telephones, meals, lodging arrangements, safety gear, cameras, and other incidentals to work extended hours and up to seven days per week. In addition, where required, staff shall be equipped with state-of-the-art technology, which include digital cameras, laptop computers, and field communication devices.

## **7. AWARD OF CONTRACT**

- A. Award of the contract will be made consistent with the criteria in the Town's ordinance, to the lowest responsive and responsible bidder(s) whose bid, conforming to the IFB, is most advantageous to the Town, price and other factors considered.
- B. The Town reserves the right to (1) reject any or all bids and any part of a bid; (2) waive informalities, technical defects, and minor irregularities in bids received not involving price; and (3) award the bid(s) received on the basis of individual items or groups of items or the entire list of items.

## **8. NOTICE OF AWARD OF CONTRACT**

- A. The successful Bidder will be notified of acceptance of bid by a written notice of award (hereinafter, the "Notice of Award") of the contract. The successful Bidder shall not undertake any Services, and the Town will not be responsible for payment for any Services whatsoever undertaken by successful Bidder prior to issuance of the notice to proceed (hereinafter, the "Notice to Proceed".)

- B. The successful Bidder shall be required to submit acceptable insurance certificate(s) and endorsement(s) within five (5) business days after the issuance of the Notice of Award.

## 9. CONTRACT DOCUMENT

- A. The successful Bidder shall be required to execute a formal contract (hereinafter, the "Contract") within five (5) business days after issuance of a Notice of Award. It is anticipated that the Contract shall be virtually identical in substance and form to the Sample Contract which is attached and marked Attachment C: Sample Contract. The only anticipated changes from Attachment C: Sample Contract, will be to include additional exhibits, to fill in the blanks to identify the successful Bidder, and terms relating to compensation, or to revise the contract to accommodate corrections, changes in the scope of Services, or changes pursuant to addenda issued prior to the bid opening.
- B. **Bidders should raise any questions regarding the terms of the Contract, or submit the specific language of any requested change to the terms and conditions of the Contract, together with their submitted bid. Any suggested change to the Contract language may affect the Town's consideration of the Bid. No changes to the Contract will be considered after the bid has been accepted.**
- C. Because the signed contract will be substantively and substantially derived from Attachment C: Sample Contract, Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in Attachment C: Sample Contract, before submitting a bid. Again, Attachment C: Sample Contract, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Contract shall be grounds for the Town to revoke any Notice of Award which has been issued, forfeit bid security, and award the Contract to another Bidder.
- D. If Bidder generally uses an industry standard form of contract, in lieu of submitting requested changes to the Contract, a copy of the industry standard form of contract proposed by the Bidder should be submitted to the Town in electronic format no later than five (5) business days in advance of the Due Date for Bids.

## 10. NOTICE TO PROCEED

- A. A Notice to Proceed will be issued after the successful Bidder has executed the Contract and has submitted acceptable performance and payment bonds (if applicable) to the Town as well as other submittals specified herein and in the Contract as required to be delivered before the Notice to Proceed is issued.
- B. The successful Bidder shall not deliver any equipment to the work site or commence work until the successful Bidder has received a written Notice to Proceed from the Town Administrator.

## **11. STATE AND LOCAL TAXES**

- A. Except as otherwise specifically provided for in the Contract, all costs and fees shall include all state and local taxes applicable to the Services provided.
- B. The successful Bidder shall calculate that portion of the fees charged under the Contract which is subject to the South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to South Carolina Department of Revenue (SCDOR) by successful Bidder. If the successful Bidder is a non-South Carolina company, the Town will withhold said amount from all invoices and remit payment to the SCDOR, unless successful Bidder furnishes Town with a valid South Carolina Use Tax Registration Certificate Number.
- C. The successful Bidder shall indemnify and hold harmless the Town for any loss, cost, or expense incurred by, levied upon or billed to the Town as a result of the successful Bidder's failure to pay any tax of any type due in connection with this Contract.
- D. The successful Bidder shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

## **12. PERMITS AND LICENSES**

The successful Bidder, and any subcontractor, shall, without additional expense to the Town, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina or the Town or any other authority having jurisdiction over the Services. Prior to execution of a contract, the successful Bidder and subcontractor may be required to provide a copy of its current applicable Contractor's Licenses issued by the State of South Carolina and the Town.

## **13. SUBCONTRACTORS**

- A. If any subcontractors will be used for this project, the successful Bidder shall provide to the Town Administrator a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the Services to be done by each subcontractor.
- B. The successful Bidder shall not substitute other subcontractors without the written consent of the Town Administrator.
- C. The successful Bidder shall be responsible for all services performed by a subcontractor as though they had been performed by the successful Bidder. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- D. If at any time the Town Administrator determines that any subcontractor is incompetent

or undesirable, he or she shall notify the successful Bidder accordingly, and the successful Bidder shall take immediate steps for cancellation of the subcontract and replacement.

- E. Nothing contained in any Contract resulting from this IFB shall create any contractual relationship between any subcontractor and the Town.
- F. It shall be the successful Bidder's responsibility to ensure that all terms required in the attached Contract are incorporated into all subcontracts.

#### **14. INSURANCE REQUIREMENTS**

- A. The successful Bidder, at its own expense, shall at all times during the term of the Contract, maintain insurance as required herein (see Attachment D: Insurance Requirements) incorporated herein by reference. The Town shall not execute the Contract until the successful Bidder has submitted acceptable Insurance certificate(s) and endorsement(s), which must be submitted within five (5) business days of receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such insurance certificate(s) and endorsement(s) shall constitute grounds for the Town to revoke its Notice of Award, forfeit bid security, and award the Contract to another Bidder. The Town may contact the successful Bidder's insurer(s) or insurer(s)' agent(s) directly at any time regarding the successful Bidder's coverages, coverage amounts, or other such relevant and reasonable issues related to the Contract. The successful Bidder shall also require any sub-contractors to carry the same coverages in the same amounts.
- B. Faxed Insurance certificate(s) and endorsement(s) will be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.
- C. The Town must be advised immediately of any lapse or changes in required coverage.

#### **15. Indemnification**

Except for expenses or liabilities arising from the negligence or intentional acts of the Town, the successful Bidder shall expressly agree to indemnify, defend and hold the Town harmless against any and all expenses and liabilities arising out of the performance or default hereunder as follows:

The successful Bidder shall expressly agree that to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the successful Bidder and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the Town and/or its officers or employees or by any member of the public, to indemnify, defend and save the Town and its officers and employees harmless from and against any and all liabilities, penalties, demands,



claims, lawsuits, losses, damages, costs, and expenses arising directly or indirectly out of the performance of the Contract to be entered into by the parties. Such costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by the Town and its employees. This obligation to indemnify shall include, without limitation, bodily injuries or death occurring to the successful Bidder's employees and any person, directly or indirectly employed by the Successful Bidder (including, without limitation, any employee of any subcontractor), the Town's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the Town submits notice of a claim for which the Town seeks indemnification by Bidder, the successful Bidder shall promptly defend any aforementioned claim, demand or lawsuit. This obligation shall survive the suspension or termination of the Contract resulting from this IFB. The limits of insurance required in such Contract shall not limit the successful Bidder's obligation of indemnification. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

#### **16. MATERIALS AND WORKMANSHIP**

If equipment, materials and supplies are to be included as part of the Services provided, all equipment, materials and supplies incorporated in the Services and covered by the IFP and provided by the successful Bidder are to be of the most suitable grade for the purposes intended. When requested, the successful Bidder shall furnish the Town for approval the name of the manufacturer, the model number and other identifying data and information respecting the performance, capacity and rating of the machinery and other mechanical equipment which is incorporated in the Services. Machinery, equipment and materials installed and / or used without the Town's prior approval shall be at risk of rejection.

#### **17. SECURITY REQUIRED**

Purchases and/or contracts exceeding \$10,000 shall be made in accordance with the competitive bidding procedures set forth in the Town's ordinances, including the requirements for Bid security. Bid deposits may be waived provided notice of such is given by the Town when Bids are solicited.

#### **18. PUBLIC ACCESS TO PROCUREMENT INFORMATION**

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this IFP that is deemed privileged and confidential by the Bidder and is so marked in a conspicuous manner will not be disclosed. It is therefore the responsibility of each Bidder to mark as "CONFIDENTIAL" each specific part of the proposal that it considers to be proprietary and confidential.

#### **19. NON-DISCRIMINATION**

The successful Bidder shall not discriminate against any individual based upon age, sex, race, disability or religion, and shall abide by the requirements set forth in Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause

**20. DRUG FREE WORKPLACE**

The successful Bidder shall comply with the South Carolina Drug-Free Workplace Act, Section 44-107-10 et. seq., South Carolina Code of Laws, as amended.

**21. INCORPORATION BY REFERENCE**

The contents of this IFB, and any addenda will become part of the Contract for the Services.



## **INVITATION FOR BIDS (IFB) 2024-01**

Debris Management Services

### **ATTACHMENT A** Special Instructions / Terms and Conditions

#### **1. PRE-BID CONFERENCE**

Interested Bidders are requested to attend an **OPTIONAL** pre-bid conference on [REDACTED], 2024 at 2:00 PM, at Seabrook Island Town Hall (2001 Seabrook Island Road).

#### **2. BID SUBMITTAL DEADLINE**

Bids will be received until [REDACTED], 2024 at 12:00 PM (as indicated on the official clock in the office of the Town Administrator) after which time bids will be publicly open and read on the date specified in the IFB. Bidders are invited to attend the opening of this bid at the time stated above.

#### **3. ADDITIONAL INFORMATION INQUIRIES**

Questions or clarifications concerning this IFB should only be directed to:

Joseph Cronin  
Town Administrator  
Town of Seabrook Island  
2001 Seabrook Island Road  
Seabrook Island, SC 29455  
(843) 768-9121  
Email: [jcronin@townofseabrookisland.org](mailto:jcronin@townofseabrookisland.org)

The deadline for the submittal of questions or requests for clarification is [REDACTED], 2024 at 12:00 PM.

#### **4. TERM OF AGREEMENT**

An initial contract term of three (3) years is contemplated with the right of the Town to extend the initial term for two (2) additional one-year periods for the same scope of services and subject to the same terms and conditions.

#### **5. QUALIFICATIONS AND EXPERIENCE**

The Bidder should state the size of the firm, the location of the office from which the Services is to be performed and the number and qualification of the staff to be employed in performance

of the Services. The Bidder should identify the principal supervisor and management staff who would be assigned to the Services and indicate any special skills, education, training and experience that would be applicable to the Services. List other related contracts performed in the last three (3) years similar to the proposed Services covered by this IFB. Indicate the date, the name and telephone number of the principal contact.

**6. DEBRIS MONITOR**

In the event the Town issues a Notice to Proceed, it is contemplated that the Town will engage the services of a debris monitor for purposes of documenting aspects of debris removal services for which the Town may seek reimbursement from Federal and State agencies, including without limitation the Federal Emergency Management Administration. Bidders will be required to cooperate with the Town's debris monitor service providers to support the creation of documentation for purposes of such reimbursement.

**7. COST PROPOSAL**

Bidders shall provide the proposed costs following the Fee Schedule for the services of Exhibit A-1.



**INVITATION FOR BIDS (IFB) 2024-01**

Debris Management Services

**EXHIBIT A-1**  
Fee Schedule

*Please Note: All costs and fees shall include any and all applicable taxes.*

I.	FEE SCHEDULE FOR INITIAL 70 HOURS ROADWAY DEBRIS CLEARANCE	Proposed Mobilization / Demobilization Fee per item	Proposed Hourly Fee per item
<b>A.</b>	<b>PERSONNEL</b>		
	Supervisor	\$	\$
	Foreman	\$	\$
	Equipment Operator	\$	\$
	Laborer	\$	\$
	Other:	\$	\$
	Other:	\$	\$
	Other:	\$	\$
	Other:	\$	\$
	Other:	\$	\$
	Other:	\$	\$
	Other:	\$	\$
<b>B.</b>	<b>EQUIPMENT LIST</b>		
	<i>Description Make/Model</i>		
	1.	\$	\$
	2.	\$	\$
	3.	\$	\$
	4.	\$	\$
	5.	\$	\$
	6.	\$	\$
	7.	\$	\$
	8.	\$	\$
	9.	\$	\$
	10.	\$	\$
	11.	\$	\$
	12.	\$	\$
	13.	\$	\$
	14.	\$	\$
	15.	\$	\$

	16.		\$	\$
	17.		\$	\$
	18.		\$	\$
	19.		\$	\$
	20.		\$	\$
<b>II.</b>	<b>FEE SCHEDULE FOR DEBRIS REMOVAL AND DISPOSAL</b>		<b>Unit of Measure</b>	<b>Proposed Fee</b>
A.	Validated load of vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Charleston County approved Temporary Debris Storage and Reduction Site (TDSRS) or recycling facility or disposal site			
	Mileage (includes round-trip):	0-20 Miles	Cubic yard	\$
		21-40 Miles	Cubic yard	\$
		41-70 Miles	Cubic yard	\$
		71-100 Miles	Cubic yard	\$
		101-140 Miles	Cubic yard	\$
B.	Validated load of construction and demolition storm debris picked up at the designated work zone, hauled to and dumped at a Charleston County approved Temporary Debris Storage and Reduction Site (TDSRS) or recycling facility or disposal site			
	Mileage (includes round-trip):	0-20 Miles	Cubic yard	\$
		21-40 Miles	Cubic yard	\$
		41-70 Miles	Cubic yard	\$
		71-100 Miles	Cubic yard	\$
		101-140 Miles	Cubic yard	\$
C.	Validated load of hazardous materials picked up at the designated work zone, hauled to and dumped at a Charleston County approved Temporary Debris Storage and Reduction Site (TDSRS) or recycling facility or disposal site			
	Mileage (includes round-trip):	0-20 Miles	Cubic yard	\$
		21-40 Miles	Cubic yard	\$
		41-70 Miles	Cubic yard	\$
		71-100 Miles	Cubic yard	\$
		101-140 Miles	Cubic yard	\$
D.	Management of the TDSRS. Including locating, leasing (if required), preparing and layout of site; management, maintenance and operation of the TDSRS; maintenance of internal roadways; providing traffic control, dust control, erosion control, sufficient number of stable, roofed inspection tower(s), lighting, hazardous/toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, and safety measures; and Closure and remediation of the TDSRS to original condition		Lump Sum	\$
E.	Chipping or grinding of debris, including all equipment, fuel, and labor to offload, segregate, process, load reduced debris onto trucks and initiate load tickets for final disposition		Cubic yard	\$

F.	Burning of debris, including all equipment, fuel, and labor to offload, segregate, process, load reduced debris onto trucks and initiate load tickets for final disposition	Cubic yard	\$
G.	Validated load of processed vegetative storm debris picked up and hauled from the TDSRS to a Charleston County approved recycling facility or disposal site for final disposition. Does not include tipping fees.		
	Mileage (includes round-trip):	0-20 Miles	Cubic yard \$
		21-40 Miles	Cubic yard \$
		41-70 Miles	Cubic yard \$
		71-100 Miles	Cubic yard \$
		101-140 Miles	Cubic yard \$
H.	Validated load of construction and demolition storm debris picked up and hauled from the TDSRS to a Charleston County approved recycling facility or disposal site for final disposition. Does not include tipping fees.		
	Mileage (includes round-trip):	0-20 Miles	Cubic yard \$
		21-40 Miles	Cubic yard \$
		41-70 Miles	Cubic yard \$
		71-100 Miles	Cubic yard \$
		101-140 Miles	Cubic yard \$
I.	Validated load of hazardous materials picked up and hauled from the TDSRS for to a Charleston County approved recycling facility or disposal site for final disposition. Does not include tipping fees.		
	Mileage (includes round-trip):	0-20 Miles	Cubic yard \$
		21-40 Miles	Cubic yard \$
		41-70 Miles	Cubic yard \$
		71-100 Miles	Cubic yard \$
		101-140 Miles	Cubic yard \$
J.	Tipping fees/disposal costs must be pre-approved in writing by the Town of Seabrook Island, shall be paid by Contractor to the recycling or disposal facility, and actual incurred cost shall be invoiced to the Town of Seabrook Island for reimbursement		Reimbursed at actual cost
K.	Dead Animal Carcasses – As identified and directed in writing by the Town of Seabrook Island, the Contractor shall collect and haul dead animal carcasses and deliver to a Charleston County approved Temporary Disposal Storage and Reduction Site (TDSRS) or disposal facility		
	Mileage (includes round-trip):	0-20 Miles	Cubic yard \$
		21-40 Miles	Cubic yard \$
		41-70 Miles	Cubic yard \$
		71-100 Miles	Cubic yard \$
		101-140 Miles	Cubic yard \$

L.	Hazardous trees and limbs – As identified and directed in writing by the Town of Seabrook Island, the Contractor shall remove storm- damaged trees (“Leaners”) or limbs (“Hangers”) that are determined to pose a threat to public safety. Debris from the hazardous trees and limbs will be staged by the right of-way for collection. Loading and hauling of this debris will be included in the costs for item II A, if directed by the Town of Seabrook Island. Trees will be measured two (2’) feet from the ground.		
	Limbs 0 – 10 feet above ground	Each Limb	\$
	Limbs over 10 feet above ground	Each Limb	\$
	Trees up to 12” diameter	Each Tree	\$
	Trees 13” - 24” diameter	Each Tree	\$
	Trees 25” - 48” diameter	Each Tree	\$
	Trees greater than 48” diameter	Each Tree	\$
M.	Hazardous stumps – As directed in writing by the Town of Seabrook Island, the Contractor shall remove stumps, including hauling and dumping at a Charleston County approved Temporary Debris Storage and Reduction Site (TDSRS) or recycling facility or disposal site. Stumps will be measured two (2’) feet from the ground.		
	Stumps 25” to 48” diameter	Per Stump	\$
	Stumps 49” – 72” diameter	Per Stump	\$
	Stumps greater than 72” diameter	Per Stump	\$
N.	Fill Dirt – As identified and directed in writing by the Town of Seabrook Island, the Contractor shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety.	Cubic yard	\$
O.	Sand Screening – The Contractor shall remove and screen all sand on roads and rights-of-way as directed in writing by the Town of Seabrook Island to remove eligible debris deposited as a result of a natural or man-made disaster. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach. Eligible debris removed from the sand shall be collected , hauled, and delivered to a Charleston County approved Temporary Debris Storage and Reduction Site (TDSRS) or recycling facility or disposal site.	Cubic yard	\$
P.	White Goods – The Contractor shall pick-up white goods at the designated work zone as directed in writing by the Town of Seabrook Island, haul to and dump at a Charleston County approved Temporary Debris Storage and Reduction Site (TDSRS) or recycling facility or disposal site. The Contractor shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations, and laws.		



	Mileage (includes round-trip):	0-20 Miles	Cubic yard	\$
		21-40 Miles	Cubic yard	\$
		41-70 Miles	Cubic yard	\$
		71-100 Miles	Cubic yard	\$
		101-140 Miles	Cubic yard	\$
Q.	Freon Recovery – The Contractor shall remove and recover all Freon from any white goods, such as refrigerators, freezers, or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state, and local rules, regulations, and laws.		Per pound of Freon recovered	\$
<b>III.</b>	<b>FEE SCHEDULE FOR OPTIONAL SERVICES</b>	<i>Contractor shall bid each optional service listed</i>		
A.	Temporary office space – The Contractor shall provide a separate, detailed cost proposal with fee schedule for temporary office space for up to 12 people with meeting room and full HVAC, and with options for Contractor provided electricity (i.e., generator), telephone and internet service, furniture, computers, and phones.	Contractor to provide separate fee schedule as Attachment B		
B.	Training and Assistance – The Contractor shall provide a separate, detailed cost proposal with fee schedule to conduct one training session per year at Town Hall for the staff and Town Council of the Town of Seabrook Island using a syllabus developed by the Contractor, annual visit to the TDSRS, and to provide assistance to the Town as requested with all disaster debris and emergency response and recovery planning efforts.	Contractor to provide separate fee schedule as Attachment C		
<b>IV.</b>	<b>ADDITIONAL SERVICES PROVIDED AT NO COST</b>	<i>Contractor shall provide each service listed.</i>		
A.	Preliminary Damage Assessment – The Contractor shall provide assistance to the Town of Seabrook Island in performing a Preliminary Damage Assessment as defined and required by Federal, State, and County rules, regulations, and guidance, to determine the impact and magnitude of a disaster event.	No Additional Cost		
B.	Temporary Storage of Documents – The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.	No Additional Cost		
C.	Reporting and Documentation – The Contractor shall provide and submit to the Town of Seabrook Island all reports and documents as may be necessary to adequately document the Debris Recovery Services in accordance with Federal, State, and County requirements.	No Additional Cost		



## INVITATION FOR BIDS (IFB) 2024-01

### Debris Management Services

## ATTACHMENT B Scope of Services

### 1. OVERVIEW

The Town of Seabrook Island is a coastal residential community of approximately 6 square miles located in Charleston County, South Carolina. The Town is seeking proposals from qualified and experienced emergency debris management firms (the "Contractor" or "Proposer") who will be in a position to provide timely response following a natural disaster or other event that generates debris within the Town. Services may include, but are not limited to, clearing debris from roads and rights-of-way, debris clean-up, separation, removal, processing, and disposal, sand/soil/mud removal from roads and rights-of-way, temporary office space for Town functions, project management assistance, and other services as directed by the Town to eliminate immediate threats to public health and safety and/or threats of significant damage to public or private property.

### 2. DEBRIS REMOVAL

A. The Contractor shall provide all labor and equipment for debris collection and removal activities including, but not limited to:

- (1) **Emergency Road Clearance** – including cut, toss, and push operations to clear debris from primary roads as directed by the Town. [This portion of the Scope of Services may be limited to the first seventy (70) hours after an emergency event unless otherwise directed by the Town in writing.]
- (2) **Debris Removal** – including the collection and transportation of debris on roads and rights-of-way identified by the Town. Transportation shall be to a designated Temporary Debris Storage and Reduction Site, recycling facility, or disposal site approved in writing by Charleston County and the Town.
- (3) **Debris Processing** – including the segregation and reduction of all collected debris at an approved Temporary Debris Storage and Reduction Site.
- (4) **Debris Disposal** – including the collection, transportation, and disposal at a facility or facilities permitted and approved for these purposes in writing by the State of South Carolina, Charleston County, and the Town.

B. Debris clearance, removal, processing, and disposal activities will be monitored by the Town and/or a third-party contractor. The Contractor shall use mechanical equipment

to load and reasonably compact debris into trucks and trailers. All debris clearance, removal, processing, and disposal activities shall be documented by the Contractor, and verified by the Town and/or third-party monitoring contractor, using standardized daily reports, load tickets, or other written documentation acceptable to the Town, County, State, and/or Federal agencies.

### **3. SAND/MUD/SOIL CLEARANCE AND REMOVAL**

The Contractor shall provide sand/mud/soil collection and removal activities, including, but not limited to:

- A. Emergency Road Clearance – including push operations to clear sand, mud, and/or soil from primary roads as directed by the Town. This portion of the Scope of Services may be limited to the first seventy (70) hours after an emergency event unless otherwise directed by the Town in writing.
- B. Sand/Mud/Soil Removal – including the collection, transportation, processing, and disposal of sand, mud, and/or soil from roads and rights-of-way identified by the Town. Processing and disposal shall be performed in a manner prescribed by Federal, State, and County laws, requirements, and guidance, and approved in writing by the Town.

### **4. TEMPORARY OFFICE SPACE**

If requested to do so by the Town, the Contractor shall provide temporary office space for the Town's use in the form of trailer(s), modular units, and other temporary facilities as requested and approved in writing by the Town. The Contractor shall provide electrical power, telephone, and internet connections to the temporary office space either through local utilities, if available, or by generator, satellite, or other means independent of local utilities. The Contractor shall provide furniture, workspace, meeting space, computers, telephones, and other office equipment as requested by the Town to be included within the temporary office space.

### **5. PROJECT MANAGEMENT**

- A. The Contractor shall provide administrative and support services to support and fulfill all applicable Federal, State, and County requirements in conjunction with the work. These services include, but are not limited to, damage assessment, reporting, documentation, Federal and State reimbursement efforts, and other technical assistance relating to the response and recovery of an emergency event.
- B. The response of the Contractor to the disaster recovery process must be immediate, rapid, and efficient with acceptable cost controls, accountability procedures, written reports, and submittals to assure that the Town shall have the means to be reimbursed for all eligible disaster recovery costs from appropriate federal, state, and private agencies. Response will be activated only in the event of an emergency and in accordance with an awarded contract. Response activation will be through issuance of a written Work Order.



Exhibit B: General Terms and Conditions

Exhibit C: Scope of Services

Exhibit D: Fee Schedule

Exhibit E: Insurance Requirements

Exhibit F: Contractor's Insurance Certificate(s) and Endorsement(s)

## **SECTION TWO**

### **Performance of Services**

The Town may, following a disaster event, activate this Contract by issuing a Notice to Proceed to the Contractor. The Town will specifically authorize those Services set forth in Exhibit C: Scope of Services to be performed by the Contractor. The Contractor shall commence authorized Services within twenty-four (24) hours of the Town's authorization. The Contractor agrees to perform and furnish all labor, supervision, materials, equipment, transportation and supplies necessary for the completion of the Services required under this Contract in a professional, timely manner, in accordance with all applicable laws, rules and regulations.

## **SECTION THREE**

### **Compensation**

The Town agrees to pay the Contractor in accordance with Exhibit D: Fee Schedule for the performance of the Services described in this Contract, plus all reasonable expenses necessary to accomplish and complete the Services, in accordance with all terms and conditions as stated herein. For any element of debris management, infrastructure restoration, or other related emergency or disaster event response work not specified in the Scope of Work, the Parties may negotiate compensation as a time and material, lump sum, unit price or not-to-exceed amount. The Contractor shall submit monthly invoices to the Town for Services rendered during the immediately preceding month. Invoices submitted by the Contractor shall reference the specific authorizations by the Town.

## **SECTION FOUR**

### **Term of Contract**

The term of this Contract shall be three (3) years unless terminated as provided herein. The Town reserves the right to extend this Contract for two (2) additional one (1) year periods at the same terms and conditions. Any request for a price increase must be made in writing at least ninety (90) days prior to the anniversary of the Effective Date. Any requested price increase will be evaluated by the Town prior to exercising its right to extend the term. The Town will be the sole judge as to whether any price increase will be approved.

The Contractor expressly acknowledges that time is of the essence in completion of the Services under this Contract and that the time limits and dates herein are critical components of the Contract. The Contractor warrants and represents that it has taken these facts into consideration and has determined that it can complete the Services within these time limits subject only to delays for which notice is given as provided under the Force Majeure provision hereof. The Contractor will not be compensated for any delays beyond the time set forth herein. The Contractor's only remedy

for delays may be an extension of time to perform the Services. Due consideration will be given to claims for an extension of time due to extraordinary circumstances only.

## **SECTION FIVE**

### **Insurance Requirements**

The Contractor, at its own expense, shall at all times during the term of the Contract, maintain insurance which meets all of the requirements set forth in Exhibit E: Insurance Requirements, and as included in Exhibit F: Contractor's Insurance Certificate(s) and Endorsement(s), which are attached hereto and incorporated by reference. The Town may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding the Contractor's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The Contractor shall also require any subcontractors to carry the same coverages in the same amounts.

The Town must be advised immediately of any lapse or reduction in Contractor's coverages required hereunder.

## **SECTION SIX**

### **Compliance with Legal Requirements**

All applicable federal, state and local laws, ordinances, and rules and regulations of any authorities (including, but not limited to, any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of Contractors) shall be binding upon the Contractor throughout the pendency of the provision of Services. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the Town harmless and indemnify same in the event of non-compliance as set forth in this Contract.

The Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14, of South Carolina Code of Laws, 1976, as amended, and agrees to provide to the State, upon request, any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the Contractor and its subcontractors or sub-subcontractors; or (b) that the Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

The Contractor agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in its contracts with the subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

The Contractor agrees to and shall certify agreement to abide by the requirements under Title VI of the Civil Rights Act of 1964, and other non-discrimination authorities under Federal Executive Order Number 11246, as amended, and specifically the provisions of the equal opportunity clause.

The Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations of any authorities throughout the duration of this Contract. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the Town harmless and indemnify same in the event of non-compliance.

**SECTION SEVEN**  
**Contractor's Warranties and Representations**

The Contractor represents that its staff is knowledgeable about and experienced in performing the Services required in this Contract and warrants that it will use best skill and attention to provide above-described Services in a professional, timely manner. The Contractor is fully qualified to act as the general contractor for the required Services and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the general contractor for, and to construct the Services. The Contractor is familiar with the site at which the Services are to be performed.

The Contractor warrants and represents that it shall be responsible for all subcontractors working directly for it, as well as for their work product, as though the Contractor had performed the Services itself. The Town Administrator may, in writing, require the Contractor to remove from the work site any employee or subcontractor the Town Administrator deems incompetent, careless or otherwise objectionable.

If equipment, materials and supplies are to be included as part of the Services provided, all equipment, materials and supplies so included and provided by the Contractor are to be of the most suitable grade for the purposes intended. When requested, the Contractor shall furnish the Town for approval the name of the manufacturer, the model number and other identifying data and information respecting the performance, capacity and rating of the machinery and other mechanical equipment which is incorporated in the Services provided. Machinery, equipment and materials installed and / or used without the Town's prior approval shall be at risk of rejection.

**SECTION EIGHT**  
**Retention of Records**

The Contractor agrees to maintain for ten (10) years from the date of Final Payment, or until the end of any audit or closure of all pending matters under this Contract, whichever is later, all books, documents, papers, and records pertinent to this Contract. The Contractor agrees to provide to the Town, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representatives, access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Contractor further agrees to include these provisions in any subcontracts issued in connection with this Contract.

**SECTION NINE**  
**State and Local Taxes**

Except as otherwise specifically provided for in this Contract, the Contractor's charges invoiced to the Town hereunder shall include all applicable state and local taxes.

The Contractor shall calculate that portion of charges hereunder which are subject to the South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices and shall be paid to South Carolina Department of Revenue (SCDOR) by the Contractor. If the Contractor is a

non-South Carolina company, the Town will withhold the amount of South Carolina sales and/or use taxes from payment to the Contractor and shall remit payment to the SCDOR, unless the Contractor furnishes the Town with a valid South Carolina Use Tax Registration Certificate Number.

The Contractor shall indemnify and hold harmless the Town for any loss, cost, or expense incurred by, levied upon or billed to the Town as a result of the Contractor's failure to pay any tax of any type due in connection with this Contract.

The Contractor shall ensure that the above sections are included in all subcontracts and sub-subcontracts and shall ensure withholding on out-of-state subcontractors and sub-subcontractors to which withholding is applicable.

#### **SECTION TEN** **Independent Contractor**

The Contractor is an independent contractor and shall not be deemed the agent or employee of the Town for any purpose whatsoever. The Contractor shall not hold himself out as an employee of the Town and shall have no power or authority to bind or obligate the Town in any manner, except the Town shall make payment to the Contractor for the Services provided and necessary expenses related thereto as herein provided. The Contractor shall obtain and maintain all licenses and permits required by law for performance of this Contract and Services hereunder by him or his employees, agents, and servants. The Contractor shall be liable for and pay all taxes required by local, state or federal governments, including but not limited to social security, Workers' Compensation, employment security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the Town to or for the benefit of the Contractor or its employees, agents, or servants by reason of this Contract.

#### **SECTION ELEVEN** **Other Contracts**

The Town reserves the right to undertake or award other contracts for additional work or services, and may elect to complete portions of the Services included in this Contract using its own forces or through other contracts, and the Contractor shall fully cooperate with such other contractors, Town employees and carefully fit its own work or services to such work or services as may be directed by the Town. The Contractor acknowledges that the in event of activation of this Contract, the Town contemplates engagement of an independent debris monitor service provider for creating documentation of aspects of Services sufficient to support reimbursement by Federal and State agencies of expenditures made by the Town hereunder. The Contractor shall not commit or permit any act by its employees or subcontractors which will interfere with the performance of work or services by any other contractor or by Town employees.

#### **SECTION TWELVE** **Permits and Licenses**

The Contractor, and any subcontractor, shall, without additional expense to the Town, be responsible for obtaining and maintaining all necessary licenses and permits required by the State



of South Carolina or the Town or any other authority having jurisdiction over the provided Services. Prior to execution of this Contract, the Contractor and its subcontractors may be required to provide a copy of its or their current applicable Contractor's Licenses issued by the State of South Carolina and the Town.

**SECTION THIRTEEN**  
**Safety, Health, and Security Precautions**

The Contractor shall take proper safety, health and security precautions to protect its workers and the Town's property, workers and the public at all times during the term of this Contract. All materials shall be stored securely, protected from theft or damage.

**SECTION FOURTEEN**  
**Conditions Affecting the Services**

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location where the Services will be provided, and the general and local conditions which can affect the provision of Services or the cost thereof. Any failure by the Contractor to do so will not relieve it from responsibility for successfully performing the Services without additional expense to the Town. The Town assumes no responsibility for any understandings or representations concerning conditions made by any of its officers or agents prior to the execution of this Contract, unless such understandings or representations by the Town are expressly stated in this Contract.

**SECTION FIFTEEN**  
**Repair of Damages**

The Contractor will restore or replace, when and as directed by the Town, any public or private property damaged or destroyed in the course of performance of Services to a condition at least equal to that existing immediately prior to the beginning of performance of Services.

**SECTION SIXTEEN**  
**Standard of Care**

The Contractor expressly agrees Services, or any part thereof, shall be performed in a timely and professional manner by persons qualified by education, skill and experience to perform Services in accordance with all applicable industry standards, if any and, if no industry standards apply, then in a good and workmanlike manner. The Contractor shall be liable to the Town for all damages which relate to the Contractor's failure to perform or complete the Services in a timely and professional manner. If the amount of damages are agreed to by the Town and the Contractor or awarded by a Court, the Town shall have the right to deduct from and retain, out of monies which may be then due or which may become due and payable to the Contractor, the amount of such damages; and if the amount so retained by the Town is not sufficient to pay in full such damages, the Contractor and/or its sureties shall pay to the Town the amount necessary to effect payment in full of such damages.

**SECTION SEVENTEEN**

### **Suspension of Services**

The Town Administrator may order, in writing, the Contractor to suspend, delay, or interrupt all or any performance of Services for such period of time as he may determine to be appropriate for the convenience of the Town. The Town may suspend performance of its obligations under this Contract in good faith for the convenience of the Town or to investigate matters arising out of the performance of Services.

The Town Administrator may order suspension of the Services in whole or in part for such time as he deems necessary because of the failure of the Contractor to comply with any of the requirements of this Contract.

When the Town Administrator orders any suspension of the Services under the immediately foregoing paragraph, the Contractor shall not be entitled to any payment for Services with respect to the period during which such Services are suspended and shall not be entitled to any costs or damages resulting from such suspension.

The rights and remedies of the Town provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

### **SECTION EIGHTEEN Modification of Contract**

The Town's Town Administrator has the unilateral right to modify this Contract when the modification is in the best interest of the Town, provided however, the Contractor is given written notice of any such modification and the Town is responsible for paying the Contractor for any additional expenses reasonably and necessarily incurred by the Contractor which relate to the modification. Subject to the above, the Contractor shall immediately notify the Town in writing of any proposed adjustment in its fee. The Contractor is obligated to perform the revised contract when so directed by the Town Administrator and the Town is obligated to pay for the Services performed pursuant to the modification. No claim by the Contractor for an adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.

### **SECTION NINETEEN Termination**

#### **A. For Convenience**

The Town Administrator, by advance written notice, may terminate this Contract when it is in the best interests of the Town. If this Contract is so terminated, the Contractor shall be compensated at the rate specified herein for all necessary and reasonable direct costs of performing the Services to the date of termination. The Contractor will not be compensated for any other costs in connection with a termination for convenience. The Contractor will not be entitled to recover any damages in connection with a termination for convenience.

#### **B. For Default**

If the Contractor refuses or fails to perform the Services or any separable part thereof in a timely or professional manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the Town, to comply with any of the terms and conditions of the Contract Documents deemed, in the sole opinion of the Town, to be material (including, without limitation, the requirement that the Contractor obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Contract.

In the event of a default under this Section, the Town shall have the right to terminate forthwith this Contract by written notice to the Contractor. In the event of such default, advance notice for termination is waived and the Contractor shall not be entitled to any costs or damages resulting from a termination under this section.

Whether or not the Contractor's right to proceed with the Services is terminated, it and its sureties shall be liable for any damage to the Town resulting from the Contractor's default. Any wrongful termination for default shall be deemed by the Parties a termination for convenience.

#### **C. Termination for Non-Appropriation of Funds**

The Town Administrator, by written advance notice, may terminate this Contract in whole or in part and may order cessation of any specifically authorized Services in the event that sufficient appropriation of funds from any source (whether a federal, state, Town or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated or performance of Services are so ceased, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Services actually provided to the date of such termination or cessation. The Contractor will not be compensated for any other costs in connection with a termination or cessation for non-appropriation or unavailability of funds. The Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation or unavailability of funds, including, but not limited to, lost profits. Notwithstanding the foregoing, in the event the Town expects funds to be made available, including without limitation, through Federal Emergency Management Administration reimbursement, the Town and the Contractor may agree on terms and conditions for continued work on the affected Services with the understanding that payment for such Services may be delayed until the Town's receipt of such funding.

#### **D. Rights Cumulative**

The rights and remedies of the Town provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

### **SECTION TWENTY** **Indemnification**

Except for expenses or liabilities arising directly from the negligence or intentional acts of the Town, the Contractor hereby expressly agrees to indemnify, defend and hold the Town harmless against any and all expenses and liabilities arising out of the performance or default hereunder as follows:

The Contractor expressly agrees that to the extent that there is a causal relationship between (A) its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the Contractor and (B) any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the Town and/or its officers or employees or by any member of the public, it shall indemnify, defend and save the Town and its officers and employees harmless from and against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising directly or indirectly out of the performance of this Contract. Such costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by the Town and its employees. This obligation to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the Town's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the Town submits notice of a claim for which the Town seeks indemnification of the Contractor, the Contractor shall promptly defend any aforementioned claim, demand or lawsuit. This obligation shall survive the suspension or termination of this Contract. The limits of insurance required in this Contract shall not limit the Contractor's obligation of indemnification under this Section. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

## **SECTION TWENTY-ONE** **Gratuities and Kickbacks**

### **A. Gratuities**

It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

### **B. Kickbacks**

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Violation of paragraphs (A) or (B) may result in Contract termination.

## **SECTION TWENTY-TWO** **Labor: Subcontractors**

If any subcontractors will be used for this project, the Contractor shall provide to the Town Administrator a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor. The Contractor shall not substitute other subcontractors without the written consent of the Town Administrator. The Contractor shall be responsible for all services performed by a subcontractor as though they had been performed by the Contractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations. If at any time the Town Administrator determines that any subcontractor is incompetent or undesirable, he or she shall notify the Contractor accordingly, and the Contractor shall take immediate steps for cancellation of the subcontract and replacement. Nothing herein shall create any contractual relationship between any subcontractor and the Town.

It shall be the Contractor's responsibility to ensure that all terms required in the attached Contract are incorporated into all subcontracts

### **SECTION TWENTY-THREE**

#### **E-Verify**

Pursuant to Section 8-14-20(B) and Title 41, Chapter 8, of the South Carolina Code of Laws, 1976, as amended, the Contractor agrees to register and participate in the federal E-Verify work authorization program to verify the employment authorization of all new employees, and will require agreement from its subcontractors, and through the subcontractors, any sub-subcontractors, to register and participate in the federal work authorization program to verify the employment authorization of all new employees.

### **SECTION TWENTY-FOUR**

#### **Confidentiality and Use of Name**

The Contractor agrees that it will not release any information relating to this Contract including without limitation press releases, advertisements, or marketing materials without the prior written consent of the Town.

### **SECTION TWENTY-FIVE**

#### **Force Majeure**

The Town will not be liable for contract default or delay due to acts beyond its reasonable control. The Contractor shall inform the Town in writing whenever it becomes aware of facts or circumstances which may delay or prevent its performance.

### **SECTION TWENTY-SIX**

#### **Assignment**

The Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Town. The Contractor shall not assign any money due or that may become due to it under this Contract without the prior written consent of the Town. Each Party binds itself, its successors, assigns, executors, administrators or other representatives to the other Party hereto and to

successors, assigns, executors, administrators or other representatives of such other Party in connection with all terms and conditions of the Contract.

**SECTION TWENTY-SEVEN**

**Controlling Law**

The laws of South Carolina shall govern this Contract.

**SECTION TWENTY-EIGHT**

**Incorporation by Reference**

The Invitation for Bid applicable to the Services, together with all addenda, attachments and exhibits thereto are hereby incorporated herein by reference into this Contract as if set out in full.

**SECTION TWENTY-NINE**

**Entire Contract**

This Contract constitutes the entire understanding and agreement between the Parties hereto and supersedes all prior and contemporaneous written and oral agreements and understandings between the Parties and their predecessors in interest regarding the subject matter of this Contract. This Contract may not be changed, altered, amended, modified, or terminated orally, except as specifically provided herein, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto.

**SECTION THIRTY**

**Severability**

Should any part of this Contract be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Contract as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive.

**SECTION THIRTY-ONE**

**Non-waiver**

Any waiver of any default by either Party to this Contract shall not constitute waiver of any subsequent default, nor shall it operate to require either Party to waive, or entitle either Party to a waiver of, any subsequent default hereunder.

**SECTION THIRTY-TWO**

**Set-Off**

The Town shall at all times have the right to set-off any amounts owing from the Contractor to the Town against any amount owing from the Town to the Contractor. At the Town's option, repayment in lieu of set-off may be required.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract under their several seals the day and year first written above.

**TOWN OF SEABROOK ISLAND**

**CONTRACTOR**

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

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

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

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

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

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



## **INVITATION FOR BIDS (IFB) 2024-01**

### Debris Management Services

### **ATTACHMENT D** Insurance Requirements

The successful Bidder will be required, at its own expense, to procure and maintain for the duration of their contract with the Town insurance against claims for injuries to persons or damages to property which may arise from or in connection with Services provided by the Contractor, his agents, representatives, employees or subcontractors.

- A. The successful Bidder shall carry and maintain Workman's Compensation Insurance in statutory amounts for its employees.
- B. The successful Bidder shall carry and maintain a comprehensive general liability policy of at least one million dollars (\$1,000,000.00) per occurrence for bodily injury/property damage (combined single limit of liability) to cover operations, equipment and contractual liability and at least general aggregate limit of two million dollars (\$2,000,000.00). The policy shall name the Town of Seabrook Island as an additional named insured.
- C. The successful Bidder shall maintain automobile insurance liability policies on all of its vehicles used in the performance of the Services with at least one million dollars (\$1,000,000.00) coverage.
- D. Property insurance insuring against loss by fire and all of the risks and perils usually covered by a "Causes of Loss-Special Form" or "Special Extended Coverage" policy of property insurance, including, but not limited to, special perils, wind, hail, earthquake, vandalism, malicious mischief, plate glass and boiler, pressure vessel and machinery coverage, written with a replacement cost valuation, covering all personal property within the custody or control of the successful Bidder when at sites for services performed for the Town.
- E. Any deductibles or self-insured retentions larger than \$5,000.00 must be declared to and approved by the Town.
- F. Each Insurance policy required by the Town shall be endorsed to state that should any of the required policies be cancelled before the expiration date thereof, notice will be delivered to the Town prior to the date of such cancellation.
- G. The successful Bidder shall require any subcontractor it engages to perform services for the Town to carry and maintain, at no expense to the Town, policies of insurance sufficient to cover the work and standard risks associated with the work being performed. The Town shall have the right to require such additional coverage as the Town may reasonably deem appropriate based upon the work to be performed by the subcontractor. In the event



subcontractors engaged by the successful Bidder to perform services for the Town do not have the required insurance, the successful Bidder shall indemnify and hold harmless the Town for any claim in excess of the subcontractor's insurance coverage.

- H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-and minimum Financial Size Category (FSC) of VIII or greater. Exceptions to this requirement must be approved in writing by the Town Administrator.
- I. The successful Bidder shall furnish the Town with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

Town of Seabrook Island  
Attn: Town Administrator  
2001 Seabrook Island Road  
Seabrook Island, SC 29455

The Certificates shall be attached to the Contract as Exhibit F.



**INVITATION FOR BIDS (IFB) 2024-01**

Debris Management Services

**ATTACHMENT E**  
Non-Collusion Oath

CITY/TOWN OF: \_\_\_\_\_

STATE OF: \_\_\_\_\_

Before me, the Undersigned, a Notary Public, for and in the City/Town and State aforesaid, personally appeared \_\_\_\_\_ and made oath that the Bidder herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder, or itself, to obtain information that would give the Bidder an unfair advantage over others, nor have it colluded with anyone for and on behalf of the Bidder, or itself, to gain any favoritism in the award of the Contract herein.

SWORN BEFORE ME THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_

Authorized Signature for Bidder

\_\_\_\_\_  
Notary Signature

Bidder's Name and Address:

NOTARY PUBLIC FOR THE STATE \_\_\_\_\_

OF \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Note: Notary seal required for out-of-state bidder.**

# Seabrook Island Road

## Speed Limit Signage Recommendations

February 12, 2024

### Existing Conditions Observations:

- The transition zone from 35-mph to 15-mph is very short. Most vehicles that attempted to slow down could not achieve the lower speed before being assessed by the radar. Some vehicles appeared to make no attempt at slowing down.
- The Radar display is very sensitive. Even going 16-mph triggers the "SLOW DOWN" message.
- The current 15-mph zone could be considered excessively long and difficult to maintain the posted speed.

### General notes:

- Each alternative's goal is to gradually decrease the speed limit of Seabrook Island Road from 35-mph to 25-mph and ending at 15-mph either before reaching the crosswalk or the guard shack.
- In general, the horizontal geometry of Seabrook Island Road is sufficient for a 35-mph speed limit. The driving factor for wanting to reduce speed is the approach to the end of the roadway corridor and the features present there, i.e. crosswalk, side streets, driveways.
- Engineering judgement has been applied in the recommendation of each alternative. Considerations have been made as to what is deemed obtainable, and/or reasonable of the typical motorist.

### Conclusion:

We (Reveer) consider the preferred recommended alternative to be Alternative 1. Alternative 1 creates a sufficient blend of driver behaviors, engineering judgement, and MUTCD regulations. Noted in the existing conditions observations, the current 15 mph speed limit zone is difficult to maintain due to its excessive length. It was also observed that a 25-mph speed limit is reasonable to maintain while approaching, passing, and entering the Town Hall driveway. Alternative 1 recommends shifting the 15-mph zone south of the driveway. This can be achieved without over signing and will still regulate drivers to be at 15 mph as they approach the crosswalk and security gate. The beginning of this 15-mph zone and the *15-mph ahead warning* sign was used to establish the preceding 25 mph zone.

When considering the 25-mph zone, this alternative balances a minimal zone length while also being long enough to encourage drivers to meet the lower speed limit before approaching the Town Hall driveway. Given that the horizontal alignment of Seabrook Island Road is adequate for driving at 35-mph, driver expectations are relatively the same and it is anticipated that a longer stretch of 25-mph speed limit would be viewed as frustrating and unmaintainable. The objective of this 25-mph section being to slow traffic to 25-mph without overly exaggerating the distance that a driver would be expected to maintain the lower speed.

Based on engineering judgement and analysis, it is expected that the Alternative 1 transition from 35- to 25- to 15-mph will be ideal for driver expectations/behavior and meets MUTCD signing criteria.

# Seabrook Island Road

## Speed Limit Signage Recommendations Alternative 1 of 3 - Reduce 15-mph Zone

Orientation / Vocabulary Context: "North of" is traveling away from Seabrook Island and farther from Town Hall and the crosswalk



Alternative 1 Improvements	
①	Relocate 15 MPH sign with radar 150 feet north of the crosswalk
②	Retain PEDESTRIAN CROSSING AHEAD sign at current location
③	Relocate 15 MPH AHEAD WARNING sign 150 to 200 feet north of PEDESTRIAN CROSSING AHEAD sign
④	Install 25 MPH sign 600+ feet north of 15 MPH AHEAD WARNING sign



### Commentary & Observations:

- Transition from 25-mph to 15-mph becomes more obtainable/reasonable.
- Reduces length of 15-mph zone to make the speed more maintainable for drivers.
- 25-mph is a reasonable speed expectation for drivers in front of the Town Hall driveway.
- 15 MPH AHEAD WARNING sign is not required but will help reinforce the deceleration.
- Alternatives 2 and 3 are also acceptable locations for the 25 MPH sign.
- Town Hall sign obstructs sight distance of left turning vehicles leaving Town Hall driveway.

## Seabrook Island Road

Speed Limit Signage Recommendations  
Alternative 2 of 3 - Maintain 15-mph Zone



### Alternative 2 Improvements

- ① Retain 15 MPH AHEAD WARNING sign and all signs farther south at current locations
- ② Install 25 MPH sign 600+ feet north of 15 MPH AHEAD WARNING sign
- ③ Do not install 25 MPH sign (②) within 200 feet of DEER CROSSING sign to the north

### Commentary & Observations:

- Transition from 25-mph to 15-mph becomes more obtainable/reasonable.
- This creates a 1/8-mile stretch of 25-mph roadway.
- 15 MPH AHEAD WARNING sign is not required but will help reinforce the deceleration.



## Seabrook Island Road

Speed Limit Signage Recommendations

Alternative 3 of 3 - Eliminate 15-mph Zone



1

2

3

### Alternative 3 Improvements

- |  |
|--|
| ① Replace northbound 15 MPH sign with 25 MPH sign  |
| ② Replace southbound 15 MPH sign with 25 MPH sign and reprogram radar to alert of speeds over 25-mph |
| ③ Replace southbound 15 MPH AHEAD WARNING sign with DEER CROSSING sign                               |

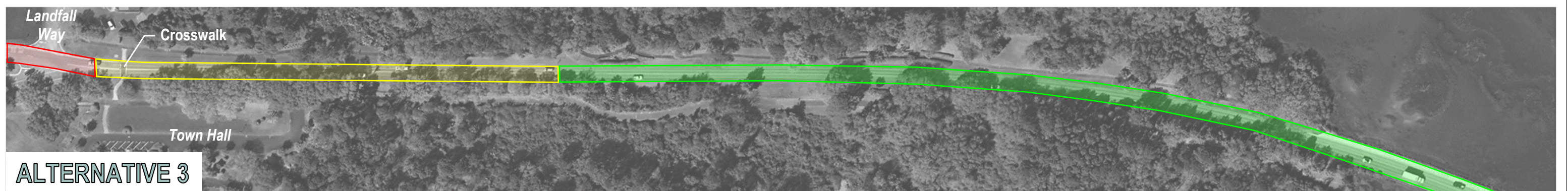
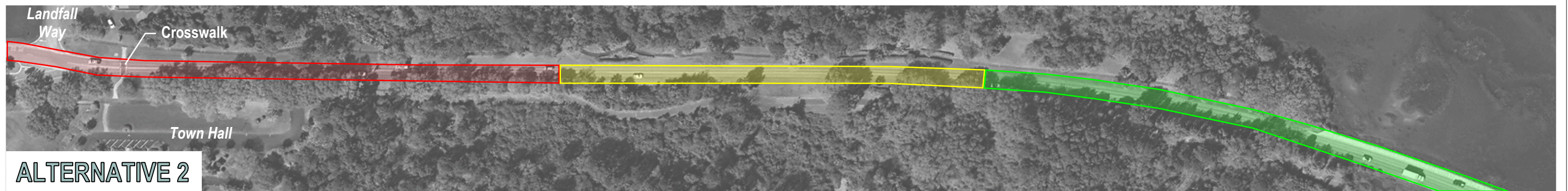
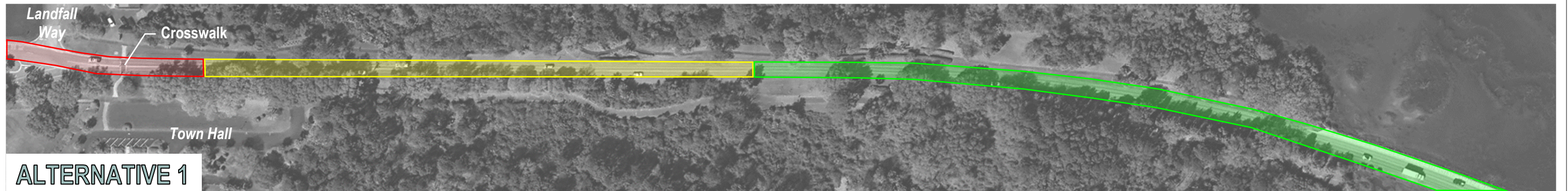
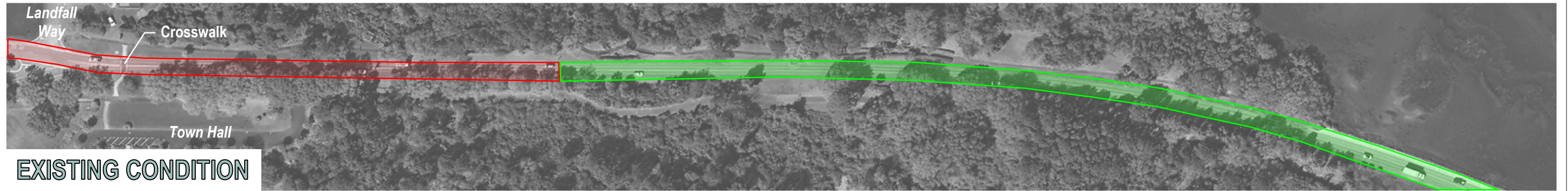


### Commentary & Observations:

- 15-mph zone begins south of the pedestrian crosswalk and where SIPOA jurisdiction begins
- 25-mph is a reasonable speed expectation for drivers in front of the Town Hall driveway.
- Length of 25-mph zone is expected to be reasonable and maintainable by drivers.

# Seabrook Island Road

## Speed Limit Signage Recommendations – Zone Comparisons



Map Legend:

Red = 15 mph Yellow = 25 MPH Green = 35 MPH

**TOWN OF SEABROOK ISLAND**

**ORDINANCE NO. 2023-19**

**ADOPTED \_\_\_\_\_**

**AN ORDINANCE AMENDING THE ZONING MAP OF THE TOWN OF SEABROOK ISLAND SO AS TO CHANGE THE ZONING DESIGNATION FOR CHARLESTON COUNTY TAX MAP NUMBER 147-06-00-070, CONTAINING APPROXIMATELY 0.225 +/- ACRES LOCATED AT 2723 OLD OAK WALK, FROM THE MODERATE LOT SINGLE-FAMILY (R-SF2) DISTRICT TO THE CONSERVATION (CP) DISTRICT.**

**WHEREAS**, on or about November 16, 2023, the Seabrook Island Property Owners Association filed Rezoning Application #95 with the Town of Seabrook Island seeking to change the zoning designation of Charleston County Tax Map Number 147-06-00-070, containing approximately 0.225 +/- acres located at 2723 Old Oak Walk, from the Moderate Lot Single-Family (R-SF2) district to the Conservation (CP) district; and

**WHEREAS**, the Seabrook Island Planning Commission reviewed the above referenced rezoning application during its regularly scheduled meeting on December 13, 2023, at which time the Planning Commission made a recommendation to the Mayor and Council that the rezoning request is in the best interest of the Town of Seabrook Island and is consistent with the Town's Comprehensive Plan; and

**WHEREAS**, a public hearing was held on the above referenced rezoning application on February 27, 2024 as required by law;

**NOW, THEREFORE**, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, **BE IT ORDAINED BY THE MAYOR AND COUNCIL FOR THE TOWN OF SEABROOK ISLAND:**

**SECTION 1. Zoning Map Amendment.** The Official Zoning District Map of the Town of Seabrook Island is hereby amended to change the zoning designation for Charleston County Tax Map Number 147-06-00-070, containing approximately 0.225 +/- acres located at 2723 Old Oak Walk, from the Moderate Lot Single-Family (R-SF2) district to Conservation (CP) district. A map of the property subject to this rezoning ordinance is attached hereto as Exhibit A.

**SECTION 2. Severability.** If any section, subsection, paragraph, clause, or provision of this ordinance shall be deemed to be unconstitutional, unenforceable, or otherwise invalid by the final decision of a court of competent jurisdiction, it shall be construed to have been the legislative intent of Town Council to pass said ordinance without such unconstitutional provision, and the validity of all remaining sections, subsections, paragraphs, clauses, or provisions of said ordinance shall not be affected thereby. If said ordinance, or any provision thereof, is held by the final decision of a court of competent jurisdiction to be inapplicable to any person, group of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.



**SECTION 3. Conflicting Ordinances Repealed.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 4. Effective Date.** This ordinance shall be effective from and after the date of adoption.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2024, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2024.

First Reading: December 19, 2023  
Public Hearing: February 27, 2024  
Second Reading: February 27, 2024

TOWN OF SEABROOK ISLAND

\_\_\_\_\_  
Bruce Kleinman, Mayor

ATTEST

\_\_\_\_\_  
Katharine E. Watkins, Town Clerk