

FRIPP ISLAND PUBLIC SERVICE DISTRICT

Tuesday, April 11, 2023
Fripp Island Fire Station
and
Electronic Meeting Via Zoom
9:30 a.m.

Zoom Info:

Join from PC, Mac, Linux, iOS or Android:
<https://us02web.zoom.us/j/86565978745>
Or iPhone one-tap (US Toll): +19292056099,,86565978745#
+13017158592,,86565978745#
Or Telephone:
Dial: +1 301 715 8592 (US Toll) or +1 312 626 6799 (US Toll)
Meeting ID: 865 6597 8745

AGENDA

1. Call to Order
 - Confirmation of the presence of a quorum
 - Confirmation of public meeting notice, as required by the SC Code of Laws 30-4-80(A).
2. Pledge of Allegiance
3. Approval of March Commission Meeting Minutes
4. Reports
 - Manager's Report for March 2023
 - *GIS Mapping Progress Demonstration-Blake Ferrell, SCRWA*
 - Fire Department Report for March 2023
 - Report on POA Shoreline Committee Activities
5. Old Business
 - Blue Heron Lake Sewer Force Main Relocation – LEC Task Order #001
 - FIPOA Bridge Abutment Protection Discussion
 - *SCDOT Response to ATM Regarding T-Head Groin Option*
 - *Funding Discussion*
 - Blue Heron Lake Spillway
 - *SCDHEC-OCRM Critical Line Status*
 - *FIPOA Green Space Easement for Access Road*
 - *Proposals for Clearing & Access Road (Malphrus Utilities, CBG Inc.)*
6. New Business
 - McSweeney Engineers LLC General Services Contract
 - Preliminary Capital Planning Budget
7. Questions and Comments from Visitors
 - FIPOA Representative
8. Executive Session
 - Personnel Matters
9. Upon returning to public session, the Commission may take such action(s) as it deems appropriate on the items discussed in executive session.
10. Adjourn

FRIPP ISLAND PUBLIC SERVICE DISTRICT

Minutes: Commission Meeting on April 11, 2023

Present: Edward D. Wetzel, Rick E. Keup, Mike Murphy, Michael J. Wilt, John F. King, Dennis Perrone

Absent:

Staff: Angie Hughes, District Manager; Joshua Horton, Fire Chief; Yvonne Fireall, Office Manager

Guests: Blake Farrell (SCRWA), Gary Nizzi

1. Chairman Wetzel called the meeting to order at 9:30 a.m., confirmed the presence of a quorum and confirmed that all requirements of the SC Code of Laws, Section 30-4-80, pertaining to the notice of meetings of public bodies, have been met for this meeting.
2. Chairman Wetzel led the Commission in the Pledge of Allegiance.
3. The Commission approved the minutes for the March regular Commission Meeting, upon a motion by Mr. Wilt (Vote: unanimous).
4. The Commission entertained a demonstration by Blake Farrell, with the SC Rural Water Association, on the GIS Mapping progress.
5. Reports
 - a) The Commission reviewed the Manager's Report for March 2023 (*Att A*).
 - b) The Commission reviewed the Fire Department Report for March 2023 (*Att B*).
 - c) The Commission received a report on POA Shoreline Committee activities from Commissioner King.
6. Old Business
 - a) The Commission discussed and approved Lowcountry Engineering Consultants Task Order #001 for engineering services related to the relocation of the Blue Heron Lake sewer force main in the amount of \$21,100.00, upon a motion by Mr. Murphy (Vote: unanimous) (*Att C*).
 - b) The Commission reviewed and discussed the SCDOT response to the FIPOA engineer, ATM, regarding the T-head groin option for proposed FIPOA erosion control activities near the bridge (*Att D*) and funding options for the PSD bridge abutment protection project.
 - c) The Commission reviewed and discussed needed repairs to the Blue Heron Lake spillway and the status of the SCDHEC-OCRM critical line (*Att E*). The Commission approved an easement agreement with the FIPOA governing access to the green space leading to the spillway so the PSD can build a temporary access road for repairs, upon a motion by Mr. Keup (Vote: unanimous) (*Att F*). The Commission approved a proposal from CBG, Inc. in the amount of \$46,730 for clearing the greenway and open space and building a temporary construction access road to the spillway, upon a motion by Mr. King (Vote: unanimous) (*Att G*).
7. New Business

- a) The Commission discussed and approved a contract with McSweeney Engineers LLC for general engineering services, upon a motion by Mr. Murphy (Vote: unanimous) (*Att H*).
 - b) The Commission reviewed and discussed a preliminary capital planning budget (*Att I*).
8. The Commission entertained questions and comments from visitors.
 9. The Commission entered executive session to discuss personnel matters at 11:15 a.m., upon a motion by Mr. Murphy (Vote: unanimous). The Commission resumed open session at 12:03 p.m., upon a motion by Mr. Keup (Vote: unanimous).
 10. The Commission approved employee bonuses as discussed in executive session, upon a motion by Mr. Keup (Vote: unanimous).
 11. There being no further business, the meeting adjourned at 12:04 p.m., upon a motion by Mr. King (Vote: unanimous).



Edward D. Wetzel
Chairman



Angel L. Hughes
Secretary

**FRIPP ISLAND PUBLIC SERVICE DISTRICT
MANAGER'S REPORT FOR MARCH 2023**

I. Tap-Ins

<u>Category</u>	FY 2023		FY 2022		FY 2021	
	<u>Mar</u>	<u>YTD</u>	<u>Mar</u>	<u>YTD</u>	<u>Mar</u>	<u>YTD</u>
Water customers	3	28	4	26	3	8
Sewer customers						
a. Gravity	2	22	2	16	1	4
b. Vacuum	1	6	1	8	2	4

Total vacuum sewer customers: 593 of 726

II. Routine Operations

1. Butcher's Island and Hunting Island Booster Pumps Average Daily Run Time for March

	<u>2023</u>	<u>Diff</u>	<u>2022</u>	<u>Diff</u>	<u>2021</u>	<u>Diff</u>	<u>2020</u>
Butcher's Isl Pumps Hrs/Day	0.3	0.1	0.2	0.1	0.1	0.0	0.1
Hunting Isl Pumps Hrs/Day	<u>0.5</u>	<u>0.2</u>	<u>0.3</u>	<u>0.1</u>	<u>0.2</u>	<u>0.0</u>	<u>0.2</u>
Total Hrs/Day	0.8	0.3	0.5	0.2	0.3	0.0	0.3

2. Fripp Island Master Metered Water Use for March, Average Gallons per Day

	<u>2023</u>	<u>% Change</u>	<u>2022</u>	<u>% Change</u>	<u>2021</u>	<u>% Change</u>	<u>2020</u>
BJW&SA	426,710	12.5	379,171	(2.7)	389,750	8.8	358,313
Harbor Island	68,484	23.9	55,266	(1.4)	56,044	22.1	45,913
Hunt Island	8,539	34.1	6,369	(32.4)	9,425	3.5	9,103
Frripp Island	342,839	10.4	310,543	(0.9)	313,469	1.2	309,625
Accountability,%	98.4	N/A	98.2	N/A	97.2	N/A	101.8
Rainfall, Inches	4.1		4.2		3.4		4.7

3. Fripp Island Water Consumption – Recorded vs. Billed (in 1,000 gals.)

	<u>Annual</u>	<u>Qtr 4</u>	<u>Qtr 3</u>	<u>Qtr 2</u>	<u>Qtr 1</u>
	<u>Total</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>
Frripp Master Meter	166,039	34,233	56,707	48,428	26,671
Billed Water	<u>152,135</u>	<u>32,145</u>	<u>52,740</u>	<u>44,995</u>	<u>22,255</u>
Total Unbilled Water	13,905	2,088	3,967	3,433	4,416
Unbilled Water Percent	8%	6%	7%	7%	17%
Flushing/Unbilled Accts	<u>2,219</u>	<u>170</u>	<u>239</u>	<u>560</u>	<u>1,250</u>
Unaccounted for Water	11,686	1,919	3,728	2,873	3,166
Unaccounted for Percent	7%	6%	7%	6%	12%

4. The water tank levels and water line pressures were normal for March.

5. Wastewater Treatment Plant Flow for March, Gallons per Day

	<u>2023</u>	<u>% Change</u>	<u>2022</u>	<u>% Change</u>	<u>2021</u>	<u>% Change</u>	<u>2020</u>
Average Daily Flow	172,532	(3.7)	179,141	(10.5)	200,224	(5.9)	212,853
Weekly Max Flow	185,000	(2.1)	189,000	(9.1)	208,000	(5.9)	221,000
Peak Daily Flow	220,419	2.2	215,621	(17.4)	261,179	(24.1)	344,154

Peak daily flow of 220,419 occurred on Sat., 3/18/23, with 0.6" of rain. For Mar. 2022, peak daily flow occurred on Fri., 3/25/22, without rain. For Mar. 2021, peak daily flow occurred on Sun., 3/28/21, without rain. For Mar. 2020, peak daily flow occurred on Thurs., 3/5/20, with 1.5" of rain.

6. The water system and wastewater treatment plant samples were satisfactory for March.

III. Emergencies, Special Field Work and Activities

1. Water System

- a) Beaufort County remained at "Normal" drought status throughout March.
- b) Field operators performed miscellaneous water system maintenance consisting of meter installations and replacements and repairing leaking water lines and services.
- c) Meter reading for the end of the billing cycle was completed the week of March 20-24.
- d) The District's tank maintenance engineer has recommended a full sand-blast and recoating of the 200k gallon tank at the front of the island. Containment is not included in the tank maintenance contract and will cost \$170,000, which can be spread over two fiscal years. This expenditure will be capitalized and included in the budget.

2. Wastewater System

- a) Field operators performed miscellaneous sewer system maintenance consisting of minor sewer line repairs and lift station troubleshooting.
- b) CCTV of CJFV sewer lines was completed the week of March 13th. Lowcountry Engineering is reviewing the footage and recommendations by Southeast Pipe.
- c) The Fiddlers Ridge lift station pump and control panel replacements were completed in March. Final cost of \$24,250 (includes installation and electrical) will be capitalized and paid from the capital reserves allocated in the budget.

3. Administrative & Personnel Activities

- a) Transition to cloud-based financial software is ongoing as time permits. We are researching a new online payment processing vendor that will streamline bill payments and offer customers more options for receiving and paying their bills. Further information will be provided next month.
- b) The search for a fourth field operator is ongoing.
- c) Two applicant interviews for the field operations superintendent position were conducted in March. One applicant subsequently withdrew his application. A second applicant is working on transitioning their out-of-state licenses to SC. The ad for this position is still posted and no other qualified candidates have applied.
- d) The District hired a full-time clerical assistant who will start on April 3rd. Her name is Belen Estrada. She is originally from Guatemala and immigrated to the U.S. when she was a child. She's lived in Beaufort for 4 years.
- e) BJW&SA and SC Water Utility have not responded to our request regarding potential emergency assistance and contract operations agreements and SCWU hasn't expressed an interest in becoming a wholesale customer of the District.
- f) No responses to the RFP for financial audit services were received. The District's previous auditor has provided a proposal for services for the fiscal year ending June 30, 2023. The pricing includes a 15% increase over last year's cost.
- g) The budget process has begun. Inflation will dictate increases in all expense categories coupled with potential revenue reductions. The draft budget package will be reviewed for preliminary approval at the May Commission meeting.

4. Fripp Inlet Bridge

- a) On March 30th, the SC Rural Infrastructure Authority announced that SCIIP grant awards have been delayed due to potential additional grant funding allocations from the General Assembly. No word on the award date.

- b) JMT recommends quarterly special bridge inspections beginning immediately and continuing through the completion of construction. They are estimating a total of 5 inspections at a cost of \$1,500 each. The first inspection is scheduled for the second week in April.
5. Seaglass Development – The District Manager approved Task Order #002 from LEC for engineering consulting services related to the Seaglass Development. The fee will be on a time and effort basis and the hourly rate is \$150/hr.
 6. Fripp Inlet Revetment (Porpoise Dr.) –
 - a) Still waiting on Roger Wilson to start the work approved in September. OCRM M&R permit was issued January 24th and expires June 24th. POA has enacted some new requirements for road protection when using heavy equipment and Roger is working on compliance with those requirements.
 - b) The annual revetment survey is scheduled to follow completion of Roger’s work but can be moved up if the work is delayed further.
 7. EPA Lead & Copper Rule Revision – Development of lead service line inventory is ongoing. Deadline for this phase of the revised lead and copper rule is October 16, 2024.
 8. GIS Mapping – The GIS mapping of the water and sewer system began in March and is 40-50% complete.
 9. AMI Project – Funding options for the anticipated \$1.4-1.7 million capital cost of automated metering infrastructure include a GO bond or revenue bond. A Project Questionnaire has been submitted to the SC Rural Infrastructure Authority State Revolving Fund loan program. The PQ notified the SRF that the District intends to apply for a loan through their drinking water loan program. Metering infrastructure is not usually prioritized for funding, but if approved, a loan through the SRF would have a lower rate than one from any other bank/agency.

***Fripp Island Fire Department
Monthly Report Summary
March 2023***

Response Activities:

Total emergency responses for March 15

	Mar 2023	Mar 2022	YTD CY23	YTD CY22
• Structure Fires	00	00	00	00
• Vehicle Fire	00	00	00	00
• Medical Emergencies	08	06	24	24
• Brush Fires	00	00	00	00
• Misc. Fire	03	02	05	04
• Service Calls	03	03	05	05
• Mutual Aid	00	02	02	02
• Auto Accident	00	00	00	00
• Water Emergencies	01	00	01	00
	15	13	37	35

Average emergency response time:

4 minutes 27 seconds.

Roster:

Total personnel active for March, 21

Activities of Note:

- The damage caused by the busted sprinkler pipe has been repaired. Coastal Pipe and Fire Solutions out of Bluffton sent a guy over as they were already on Island to assess what we need and that day fixed the pipe and pressure tested it the next day. They did this and insisted it be a no cost repair. I thanked them for that. I used pipe insulation and then spray foamed the entire length of pipe. The drywall was repaired the week on March 20th. We will paint the ceiling next week.

GENERAL SERVICES CONTRACT
TASK ORDER #001
BLUE HERON LAKE SEWER FORCE MAIN RELOCATION
LEC JOB # FI-GS-2201
MARCH 24, 2023

PURPOSE

The purpose of Task Order #001 is to authorize and direct Lowcountry Engineering Consultants, Inc. (LEC) to proceed with the design for relocating a section of 8" force main. The section of force main to be relocated is supported from an existing pedestrian bridge that is slated for removal. To allow the removal of the existing bridge a new 8" directionally drilled force main will be installed to replace the section of force main supported by the pedestrian bridge.

SCOPE OF SERVICES

LEC will provide the following services under this task order:

- I. **Site Investigation and Data Collection:** Lowcountry Engineering Consultants will conduct a kick-off meeting with the Fripp Island Public Service District Staff to discuss the project, verify scope of work, field conditions, and collect existing record drawings and as-built data. LEC will utilize Gasque & Associates to prepare an accurate topographical as-built survey for use in design. In addition to Gasque & Associates, Sligh Environmental will aid with wetland delineation and permitting.
- II. **Detailed Design:** LEC will utilize existing record drawings and the as-built field survey in the detailed design. We will incorporate FIPSD specifications and standards during design and prepare all necessary technical specifications and contract documents, including front end documents, required for bidding. Early in the design phase, LEC will prepare a preliminary construction cost estimate. Our staff will work closely and coordinate with the FIPSD's staff to ensure a complete and functional design.

Upon completion of the site layout for the project, permit applications will be submitted to FIPSD for review, approval, and signature. Signed permit applications will be submitted to all necessary permitting agencies for approval. For this project, an OCRM Coastal Zone Consistency Certification and a SCDHEC NPDES permit will be required. In addition a Nationwide Permit and an OCRM General Permit may be required.

- III. **Bid Coordination:** LEC will provide bid documents including drawings, specifications, and contract documents for the Blue Heron Lake Sewer Force Main Relocation Project. The bid package will include a schedule of bid items with unit pricing for each bid item. LEC will handle bid advertisement and all document distribution. We will provide a response to all Bidding questions and generate an appropriate addendum

LOWCOUNTRY ENGINEERING CONSULTANTS, LLC
PO Box 770 • Port Royal, South Carolina 29935 • Telephone 843.524.1213
email: pbwaters@lowcountryengineer.com

for distribution, as necessary. LEC will update all construction documents based on applicable addenda information during the bidding phase. Bid coordination will also include the preparation and submittal of a Certified Bid Tabulation form, a Detailed Bid Summary, and a Letter of Recommendation.

IV. Construction Administration: LEC will review all project submittals, provide comments, and forward to FIPSD prior to final approval. We will attend a pre-construction conference, with FIPSD and the selected contractor, to discuss the project installation, answer questions, and review the project schedule. LEC will coordinate with the FIPSD staff to address any project issues or questions that may arise during construction.

V. As-Built Record Drawings: Following project completion, LEC will prepare as-built record drawings of the relocated force main and submit to FIPSD.

PROJECT DELIVERABLES

Project deliverables will include the following:

1. Preliminary construction cost estimate.
2. Complete bid package including specifications and drawings.
3. Complete construction package including updated specifications and drawings.
4. Complete set of as-built record drawings.

PROPOSED FEE

The Lump Sum Fee for engineering services included in the Scope of Services is **Twenty-One Thousand One Hundred Dollars (\$21,100)**.

Our fee for these services is outlined below:

Surveying & Preliminary Layout:	\$4,800.00
Permitting:	\$5,500.00
Detailed Design:	\$6,000.00
Bidding & Contract Award:	\$1,800.00
Construction Administration:	\$3,000.00
	<hr/> <hr/>
	\$21,100.00

Please note that our fee includes the cost of obtaining both a Nationwide Permit and an OCRM General Permit, one or both may not be required.

Angie Hughes

From: Turner, Michael K. <TurnerMK@scdot.org>
Sent: Tuesday, March 28, 2023 8:50 AM
To: Angie Hughes
Subject: FW: Proposed work by Fripp Island POA

Ms. Hughes,
Please see below. Our Hydraulic engineers reviewed and provided their thoughts on JMT’s comments, as well as provide a few comments of their own.

M. Kevin Turner, P.E., LEED^{AP}



District Bridge Engineer
6355 Fain Blvd, Building A
North Charleston, SC 29406
Office: (843) 746-6726



Safety 1st – Live By It!
Let ‘em Work, Let ‘em Live!

From: Knight, Thomas P. <KnightTP@scdot.org>
Sent: Friday, March 24, 2023 3:29 PM
To: Turner, Michael K. <TurnerMK@scdot.org>
Cc: Hearing, Amy B. <HearingAB@scdot.org>
Subject: RE: Proposed work by Fripp Island POA

Kevin,

One of our scour consultants was able to review the information. Their comments on the Fripp Island Bridge Abutment Protection – Concept Development Summary - Updated and ATM’s responses to JMT’s comments entitled “T-head groin concept questions” with regards to the proposed shoreline protection at the south side of the Fripp Island bridge are as follows.

Review of these reports included generation of the following comments:

- The ADCP measurements at the Beaufort River and the Charleston Harbor showed a typical current distribution along a tidally influenced river during spring tide. The flow velocity near the shoreline was weak (<1 ft/s). However, the flow condition at the Fripp Island Bridge near the proposed construction remains unclear.

- Large bridge scour occurs during extreme events due to higher flow velocities compared with tidal currents. Consider a more detailed 2D modeling study with and without the proposed groins to determine the flow conditions at the Fripp Island Bridge during hurricane events.
- The local bridge scour depth at each bent greatly depends on the local flow field (velocity magnitude and angle of attack) which would change with the installation of the proposed t-head groins. Therefore, the proposed groins can have local impacts on the bridge scour at Bent 2 and 3 which were not fortified with crutch bents. Although Bent 2 is sheltered by the proposed t-head groins, Bent 3 is completely exposed to the incoming flood tide, not to mention storm surge flows. Although Bent 3 has a remaining embedment of approximately 20 ft (JMT Technical Report, 2022), the continuously receding shoreline and lowering bed (2011-2022) may produce potential scour issues for Bent 3.
- To protect Bent 3, consider moving the proposed eastern t-head groin seaward or shifting its orientation.
- Figure 9 in ATM's response is missing.

Additionally, we were asked to develop responses posed by Ms. Angel L. Hughes, Manager with the Fripp Island Public Service District. These responses follow below:

- Our concern, and questions, were around whether the groin would “channelize, or redirect and concentrate, flow to the bridge bents by creating a restriction away from the shore.

The local bridge scour depth at each bent greatly depends on the local flow field (velocity magnitude and angle of attack) which would change with the installation of the proposed t-head groins. Therefore, the proposed groins can have local impacts on the bridge scour at Bent 2 and 3 which were not fortified with crutch bents. Although Bent 2 is sheltered by the proposed t-head groins, Bent 3 is completely exposed to the incoming flood tide, not to mention storm surge flows. Although Bent 3 has a remaining embedment of approximately 20 ft (JMT Technical Report, 2022), the progressively receding shoreline and lowering bed (2011-2022) may produce potential scour issues for Bent 3.

- ATM states there will be negligible/immeasurable effects from the T-head groin on the existing piers.

Large bridge scour occurs during extreme events due to higher flow velocities compared with tidal currents. ATM should consider a more detailed 2D modeling study with and without the proposed groins to determine the flow conditions at the Fripp Island Bridge during storm surge events. From the results they should then calculate scour to determine the structures' effects on scour depths at Bents 3 and 4 (the closest piers in proximity).

- They refer to some modeling studies that were done in 2007 showing minimal effects from a similar groin construction in their tank model.

It is not clear if the physical model was conducted to study the effects of groins under storm surge conditions.

- They conclude with “Additionally, the t-head groin concept is designed to slow/mitigate ongoing shoreline erosion and monitoring will occur to ensure no detrimental downdrift impacts occur.”

We agree that the groins will address shoreline erosion and mitigate alongshore transport. Our concern is what effects it may have on bent 3 which is not fortified with crutch bents.

- It's clear the main function is shoreline protection.

As stated above, we agree that this is the purpose of the structures. Additionally, the groins will also protect pier2 and the abutment by reducing flow to these elements. To protect Bent 3, ATM should consider moving the proposed eastern t-head groin seaward or shifting its orientation so that it does not direct flow at this bent at a high angle of attack on the flood stage of the storm surge which can exacerbate scour.

- We just don't want "unintended consequences" to the bridge.

We agree with this statement. Notably, bent 2 should be protected by the proposed groins. However, we have some concern about the possible effects on the flow field during storm surges at bent 3 and possibly bent 4.

- If they stand behind it with science, modeling, and empirical data, I can't provide a sound argument to not do it.

It is not clear if the physical modeling considered storm surge events. The ADCP measurements presented in ATM's responses only showed daily tidal flows. As such, ATM should consider a more detailed 2D modeling study with and without the proposed groins during storm surge events.

- That's said, it should be approached with caution and monitoring is strongly encouraged

As with most coastal structures, monitoring after construction is the recommended practice. That said, we recommend modeling the existing and proposed conditions during a design storm surge to determine scour at the unprotected bent 3.

Let us know if you have any questions.

Best Regards,

Thomas Knight, PE
Hydraulic Design Policy Engineer
Hydraulic Design Support Office

From: Turner, Michael K. <TurnerMK@scdot.org>
Sent: Tuesday, March 7, 2023 8:54 AM
To: Knight, Thomas P. <KnightTP@scdot.org>
Subject: FW: Proposed work by Fripp Island POA

Please see attached and below. Is this something your office can assist FRIPP with?

From: Angie Hughes <angiehughes@fippsd.org>
Sent: Wednesday, March 1, 2023 9:40 AM
To: Turner, Michael K. <TurnerMK@scdot.org>
Subject: Proposed work by Fripp Island POA

*** This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source. ***

Good morning, Kevin.

The Fripp Island Property Owners Association is proposing to do some erosion control work at the foot of the bridge on the Fripp Island side. Their coastal engineer (ATM) identified several options for this work (see attached Memo-Fripp Concept Dev...) and recommended Concept 2. We have some reservations about the effect Concept 2 might have on the bridge and sent the information to our bridge engineer (JMT) for review. JMT expressed some concern to ATM, who subsequently provided a memo addressing those concerns (see attached ATM Fripp Island JMT response). JMT's response to this is below:

- Our concern, and questions, were around whether the groin would "channelize, or redirect and concentrate, flow to the bridge bents by creating a restriction away from the shore.

- ATM states there will be negligible/immeasurable effects from the T-head groin on the existing piers.
- They refer to some modeling studies that were done in 2007 showing minimal effects from a similar groin construction in their tank model.
- They conclude with “Additionally, the t-head groin concept is designed to slow/mitigate ongoing shoreline erosion and monitoring will occur to ensure no detrimental downdrift impacts occur.”
- Its clear the main function is shoreline protection.
- We just don’t want “unintended consequences” to the bridge.
- If they stand behind it with science, modeling, and empirical data, I cant provide a sound argument to not do it.
- That’s said, it should be approached with caution and monitoring is strongly encouraged

We feel that this isn’t a strong enough answer when it comes to potential impacts on the integrity of the bridge. Do you have anyone at SCDOT that could review this and comment on it?

Please feel free to call me if you’d like to discuss in more detail.

Thanks,
Angie

Angel L. Hughes, Manager

Fripp Island Public Service District

291 Tarpon Boulevard | Fripp Island, SC | 29920

Phone: (843) 838-2400 | Direct: (843) 541-0092 | Fax: (843) 838-4900



LEGEND OF SYMBOLS & ABBREVIATIONS

- MW VALVE MONUMENT
 MANHOLE
 CABLE BOX
 OVERHEAD POWERLINE
 EDGE OF PAVEMENT
 BACK OF CURB
 LIGHTPOLE
 GAS LINE
 CENTER LINE
 CONTOUR LINE
 FIRE HYDRANT
 CLEAN OUT
 POWER POLE
 FIBER OPTIC STUB
 WATER VALVE
 GAS VALVE
 WATER METER
 1/2" ROD SET
 TREE SIZE & TYPE
 ELEVATION

TREE LEGEND

SYMBOL	TREE SPECIES	HEIGHT	DBH
1	Live Oak	10'	12"
2	Live Oak	15'	18"
3	Live Oak	20'	24"
4	Live Oak	25'	30"
5	Live Oak	30'	36"
6	Live Oak	35'	42"
7	Live Oak	40'	48"
8	Live Oak	45'	54"
9	Live Oak	50'	60"
10	Live Oak	55'	66"
11	Live Oak	60'	72"
12	Live Oak	65'	78"
13	Live Oak	70'	84"
14	Live Oak	75'	90"
15	Live Oak	80'	96"
16	Live Oak	85'	102"
17	Live Oak	90'	108"
18	Live Oak	95'	114"
19	Live Oak	100'	120"
20	Live Oak	105'	126"
21	Live Oak	110'	132"
22	Live Oak	115'	138"
23	Live Oak	120'	144"
24	Live Oak	125'	150"
25	Live Oak	130'	156"
26	Live Oak	135'	162"
27	Live Oak	140'	168"
28	Live Oak	145'	174"
29	Live Oak	150'	180"
30	Live Oak	155'	186"
31	Live Oak	160'	192"
32	Live Oak	165'	198"
33	Live Oak	170'	204"
34	Live Oak	175'	210"
35	Live Oak	180'	216"
36	Live Oak	185'	222"
37	Live Oak	190'	228"
38	Live Oak	195'	234"
39	Live Oak	200'	240"
40	Live Oak	205'	246"
41	Live Oak	210'	252"
42	Live Oak	215'	258"
43	Live Oak	220'	264"
44	Live Oak	225'	270"
45	Live Oak	230'	276"
46	Live Oak	235'	282"
47	Live Oak	240'	288"
48	Live Oak	245'	294"
49	Live Oak	250'	300"
50	Live Oak	255'	306"
51	Live Oak	260'	312"
52	Live Oak	265'	318"
53	Live Oak	270'	324"
54	Live Oak	275'	330"
55	Live Oak	280'	336"
56	Live Oak	285'	342"
57	Live Oak	290'	348"
58	Live Oak	295'	354"
59	Live Oak	300'	360"
60	Live Oak	305'	366"
61	Live Oak	310'	372"
62	Live Oak	315'	378"
63	Live Oak	320'	384"
64	Live Oak	325'	390"
65	Live Oak	330'	396"
66	Live Oak	335'	402"
67	Live Oak	340'	408"
68	Live Oak	345'	414"
69	Live Oak	350'	420"
70	Live Oak	355'	426"
71	Live Oak	360'	432"
72	Live Oak	365'	438"
73	Live Oak	370'	444"
74	Live Oak	375'	450"
75	Live Oak	380'	456"
76	Live Oak	385'	462"
77	Live Oak	390'	468"
78	Live Oak	395'	474"
79	Live Oak	400'	480"
80	Live Oak	405'	486"
81	Live Oak	410'	492"
82	Live Oak	415'	498"
83	Live Oak	420'	504"
84	Live Oak	425'	510"
85	Live Oak	430'	516"
86	Live Oak	435'	522"
87	Live Oak	440'	528"
88	Live Oak	445'	534"
89	Live Oak	450'	540"
90	Live Oak	455'	546"
91	Live Oak	460'	552"
92	Live Oak	465'	558"
93	Live Oak	470'	564"
94	Live Oak	475'	570"
95	Live Oak	480'	576"
96	Live Oak	485'	582"
97	Live Oak	490'	588"
98	Live Oak	495'	594"
99	Live Oak	500'	600"
100	Live Oak	505'	606"

- NOTES:**
- 1) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH ARE SUBJECT TO LOCAL ATTRACTION.
 - 2) THE PRESENCE OR ABSENCE OF U.S. ARMY CORPS OVERLAY DISTRICTS, SUCH AS, AIRPORT, MILITARY, OR BROWN AND GREEN ZONE INFORMATION MUST BE VERIFIED BY THE USER.
 - 3) SETBACKS SHOWN AS PER PLAN OF RECORD AND MUST BE VERIFIED WITH OFFICIAL AGENCY BEFORE PURCHASE AND OR CONSTRUCTION ON SUBJECT PROPERTY.
 - 4) THIS PROPERTY APPEARS TO BE AN FLOOD ZONE AS SHOWN ON MAP 5287/2081.
 - 5) CONTOUR INTERVAL IS 1'.
 - 6) GENERAL ANGLE IS 1989 WAD.

CONUS 1983
 S.C. STATE PLANE
 LOCATION MAP (N.T.S.)
 SAND PINE HILL ROAD
 GREEN WAY
 WIDGEON COVE 50' R/W
 PORPOISE DRIVE 50' R/W
 BLUE HERON LAKE
 MARSHES OF FRIPP INLET
 LOT 5, 6, 7, 8, 16

OCM/REC CRITICAL LINE

LINE	DATE	BY	REVISION
1	10/15/2023	D.E.O.	INITIAL
2	10/15/2023	D.E.O.	REVISED
3	10/15/2023	D.E.O.	REVISED
4	10/15/2023	D.E.O.	REVISED
5	10/15/2023	D.E.O.	REVISED
6	10/15/2023	D.E.O.	REVISED
7	10/15/2023	D.E.O.	REVISED
8	10/15/2023	D.E.O.	REVISED
9	10/15/2023	D.E.O.	REVISED
10	10/15/2023	D.E.O.	REVISED
11	10/15/2023	D.E.O.	REVISED
12	10/15/2023	D.E.O.	REVISED
13	10/15/2023	D.E.O.	REVISED
14	10/15/2023	D.E.O.	REVISED
15	10/15/2023	D.E.O.	REVISED
16	10/15/2023	D.E.O.	REVISED
17	10/15/2023	D.E.O.	REVISED
18	10/15/2023	D.E.O.	REVISED
19	10/15/2023	D.E.O.	REVISED
20	10/15/2023	D.E.O.	REVISED
21	10/15/2023	D.E.O.	REVISED
22	10/15/2023	D.E.O.	REVISED
23	10/15/2023	D.E.O.	REVISED
24	10/15/2023	D.E.O.	REVISED
25	10/15/2023	D.E.O.	REVISED
26	10/15/2023	D.E.O.	REVISED
27	10/15/2023	D.E.O.	REVISED
28	10/15/2023	D.E.O.	REVISED
29	10/15/2023	D.E.O.	REVISED
30	10/15/2023	D.E.O.	REVISED
31	10/15/2023	D.E.O.	REVISED
32	10/15/2023	D.E.O.	REVISED
33	10/15/2023	D.E.O.	REVISED
34	10/15/2023	D.E.O.	REVISED
35	10/15/2023	D.E.O.	REVISED
36	10/15/2023	D.E.O.	REVISED
37	10/15/2023	D.E.O.	REVISED
38	10/15/2023	D.E.O.	REVISED
39	10/15/2023	D.E.O.	REVISED
40	10/15/2023	D.E.O.	REVISED
41	10/15/2023	D.E.O.	REVISED
42	10/15/2023	D.E.O.	REVISED
43	10/15/2023	D.E.O.	REVISED
44	10/15/2023	D.E.O.	REVISED
45	10/15/2023	D.E.O.	REVISED
46	10/15/2023	D.E.O.	REVISED
47	10/15/2023	D.E.O.	REVISED
48	10/15/2023	D.E.O.	REVISED
49	10/15/2023	D.E.O.	REVISED
50	10/15/2023	D.E.O.	REVISED

PARTIAL
 TREE AND TOPOGRAPHICAL SURVEY
 CAUSEWAY BLUE HERON LAKE
 PREPARED FOR
 FRIPP ISLAND PUBLIC SERVICE DISTRICT
 BEAUFORT COUNTY-SOUTH CAROLINA

DATE: 3/6/2023 SCALE: 1"=20'

PAGE 2 OF 2

DAVID E. O'NEIL, S.C. REGISTERED PROFESSIONAL SURVEYOR



GASQUE & ASSOCIATES INC.
 LAND SURVEYORS PLANNERS
 20 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.
 P.O. BOX 1363, BEAUFORT, S.C.
 (843) 522-1798

THIS PLAN IS CORRECTED AND IS ONLY VALID FOR THE USE OF THE CLIENT OR PERSONNEL DESIGNATED BY THE CLIENT.

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) LIMITED ACCESS AGREEMENT

THIS LIMITED ACCESS AGREEMENT (“Agreement”) is entered into this _____ day of _____, 20____, by and among the FRIPP ISLAND PROPERTYOWNERS ASSOCIATION (“Owner”) and FRIPP ISLAND PUBLIC SERVICE DISTRICT (“User”).

RECITALS

WHEREAS, Owner owns and/or controls all common areas on Fripp Island including certain roads, rights-of-way, beach access and other, open and/or common areas (“Common Areas”);

WHEREAS, Owner, from time to time, utilizes third-party contractors for repairs and/or improvements to Commons Areas and receives and responds to requests for permissive use of Common Areas; and

WHEREAS, User, a political subdivision of the State of South Carolina, vested with certain corporate powers related to the provision of, among other things, the provision of water, sewer, and fire services and control of certain erosion on Fripp Island, South Carolina, seeks access to certain Common Areas to allow its personnel and contractors to perform certain activities in furtherance of the User’s public and corporate purposes.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

I. TERMS OF ACCESS:

A. Area of Access: Owner grants User, its agents, contractors and sub-contractors, non-exclusive right, license and permission to access certain Common Areas of Owner, on and within Fripp Island, see attached **Exhibit A** that sets forth the area of non-exclusive access. The right of access to the designated Common Area(s) provided herein shall commence on April 15, 2023 and shall terminate on April 14, 2024. This Agreement does not provide exclusive access to User, nor does it provide User unlimited access.

B. Photographic Documentation Required: At the time of execution of this Agreement, User shall provide to Owner photographs of the Common Area(s) User intends to access. User shall also provide to Owner, immediately upon termination of this Agreement and/or access anticipated hereunder, photographs of the Common Area(s) used by User.

C. Conduct During Term of Agreement: While in or upon the property under the ownership or control of Owner, User shall be subject to the requirements of the governing documents of Owner, including, without limitation Owner's Rules and Regulations approved on May 21, 2022. Copies of the governing documents have been provided to and received by User. User expressly agrees to be bound by the terms thereof during the term of this Agreement.

D. Damage to Property: Owner agrees to notify User of any damage to any Common Area prior to seeking to exercise its rights and remedies hereunder.

User shall immediately notify Owner, by and through its General Manager, upon learning of any damage to any Common Area occurring either directly or indirectly as a result of User's use thereof. Further, User must immediately notify Owner, by and through its General Manager, of any damage discovered or otherwise known to User in or upon any Common Area used or to be used by User.

User agrees to promptly repair, at User's sole expense, any damage or alteration of Common Area(s) as a result of User's and User's employees, agents, engineers, or independent contractors' activities. Such repair shall include, without limitation, returning all Common Area(s) used or otherwise accessed to the same condition as prior to User's use thereof. All proposed repairs must be submitted by or on behalf of User to Owner, in detail required by Owner, and such repairs must be approved by Owner, in writing, before undertaken by or on behalf of User and all such repairs must meet Owner's approval, in Owner's sole discretion.

E. Limitation of Interest: This Agreement is not intended to nor does it convey to User any ownership interest in and to any real property of User, nor does it grant or contemplate any use of Owner's property beyond the limited access addressed herein, for the limited time period(s) addressed herein.

F. Appropriation of Public Funds: The Owner and User understand and intend that any payment obligations of the User arising hereunder shall constitute a current expense of the User in the applicable fiscal period and performance and payment hereunder is dependent in all cases upon the lawful appropriation of funds in the subject fiscal year.

II. RESERVED:

III. INSURANCE:

User shall, at the time of entering into this Agreement, provide proof of insurance to Owner, demonstrating User has secured liability insurance in limits of no less than \$1,000,000 and which shall provide coverage relative to User's utilization of any and all equipment pursuant to this Agreement, unless such coverage is provided pursuant to an auto policy. User shall also provide, at the time of entering this Agreement, proof of auto coverage, in an amount not less than \$1,000,000.00. Such coverage shall be applicable to any and all vehicles to be utilized by User upon any Common Area as anticipated herein. Either this policy or the liability coverage will provide coverage in a minimum amount of \$1,000,000 for all vehicles and equipment to be utilized pursuant to this Agreement. User shall also provide proof, at the time of entering this Agreement, of Workers Compensation coverage from the South Carolina

State Accident Fund in accordance with its established employer liability limits, currently \$100,000/\$100,000/\$500,000. Fripp Island Property Owners Association shall be designated as loss payee, to the extent possible, under all policies referenced above.

User shall ensure that any individual or entity accessing or otherwise using any Common Area of Owner, pursuant to this Agreement, maintains coverages, as set forth above, for the entire term during which use is made of Owner's property.

IV. HAZARDOUS MATERIALS:

User, by and on behalf of itself and its successors, assigns, officers, directors and employees, hereby warrants and agrees that it will not engage in any activity including or involving any hazardous materials.

V. LICENSING:

User hereby affirmatively represents that it holds all necessary licenses to perform the work that is anticipated to be performed as related to this Agreement. Further, User acknowledges and agrees that it will ensure that any successor, assign, contractor, subcontractor or other individual or entity affiliated with User shall also hold all necessary license(s) to perform any work anticipated to be performed as related to this Agreement.

VI. LIENS AND OTHER ENCUMBRANCES:

User will permit no lien other encumbrance to attach to any Common Area of Owner or any other property of Owner as a result of any use by User and/or User's employees, agents, engineers, or independent contractors pursuant to this Agreement, nor as a result of any other activity in or upon the property of Owner by User or User's successors, assigns, employees, agents, contractors, subcontractors and others affiliated with User.

VII. DISPUTES:

The Fourteenth Judicial Circuit of the State of South Carolina and/or United States District Court for Beaufort County, South Carolina shall be the sole and exclusive jurisdiction for the resolutions of any dispute arising from or as a result of this Agreement, or any dispute otherwise related to this Agreement. The resolution of any such dispute shall be governed exclusively by the laws of the State of South Carolina and User hereby affirmatively consents to personal jurisdiction in Beaufort County, South Carolina.

VIII. TERMINATION:

This Agreement and all use contemplated hereunder may be terminated by and/or on behalf of Owner, at and in Owner's sole discretion if or when Owner has a reasonable, good faith basis to believe User or User's successors, assigns, officers, directors and employees has or may breach any terms of this Agreement, or is acting in bad faith. Termination shall be effective immediately upon notification by Owner to User.

IX. SEVERABILITY:

Should any provision of this Agreement be deemed unenforceable, contrary to law, violative of public policy or unconscionable, all remaining provisions of the Agreement shall be and remain enforceable and in full force and effect.

X. ENTIRE AGREEMENT:

The terms and conditions of this Agreement represent the full and complete agreement between the parties hereto and no promises or representations not included herein shall be enforceable as to either party. User expressly acknowledges and agrees that Owner has made no representations or promises with respect to the condition of any Common Area(s) or other property belonging to Owner.

XI. WAIVER OF JURY TRIAL:

To the fullest extent permitted by law, the parties hereto expressly waive any right to trial by jury arising from or as a result of this Agreement and the uses contemplated hereunder as well as the terms hereof.

XII. NOTICE:

It is agreed that the legal addresses of the parties hereto, for all notices required or permitted to be given hereunder, for all purposes of process, correspondence and any other legal purposes whatsoever, including those set forth herein, shall be deemed sufficient if given by a communication in writing by hand delivery or by United States mail, postage prepaid and certified, addressed as follows:

As to Owner:

Fripp Island Property Owners Association
225 Tarpon Boulevard
Fripp Island, SC 29920
ATTENTION: General Manager

As to User:

Fripp Island Public Service District
291 Tarpon Boulevard
Fripp Island, SC 29920
ATTENTION: District Manager

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first

above-written.

WITNESSES:

FRIPP ISLAND PROPERTY OWNERS
ASSOCIATION

By: _____

Name: _____

Its: _____

WITNESSES:

FRIPP ISLAND PUBLIC SERVICE
DISTRICT

By: _____

Name: _____

Its: _____

EXHIBIT A

ATT 6



CBG, Inc
500 Frontage Road
Gaston, SC 29053

Ph (803) 791-8457
Fax (803) 791-3655

To:	Fripp Island Public Service District	Contact:	Angie Hughes
Address:	291 Tarpon Boulevard Fripp Island, SC 29920	Phone:	(843) 541-0092
		Fax:	

Project Name:	Construction Easement To Spillway	Bid Number:	
Project Location:	Porpoise Drive, Fripp Island, SC	Bid Date:	3/27/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price
	Clear & Grub Area (Approximately 15'x600')	1.00	LS	\$9,700.00
	Removal Of 4 Large Trees (3 Pines & 1 Oak)	1.00	LS	\$500.00
	Remove All Debris & Property Dispose Of	1.00	LS	\$3,600.00
	Cut & Fill To Establish Positive Drainage / Compact Existing Fill	1.00	LS	\$3,200.00
	Import, Place & Compact 4" Of Stone Base (Approximately 300 Tons)	1.00	LS	\$29,730.00

Total Base Bid Price: \$46,730.00

Unit Price

Import Fill Material (If Required) - Unit Price	1.00 LOAD	\$285.00
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Notes:

- The above prices do not include the following items:
 - ~Performance and Payment Bond. Add 3% if bond is required
 - ~Tap & Impact Fees
 - ~Permits
 - ~Landscaping and/or permanent grassing
 - ~Concrete sidewalks or concrete flatwork
 - ~Signage
 - ~Any other items that are not listed above
- This proposal is based on the review and takeoff of the Civil Drawings Only that have been issued for Bidding purposes.
- CBG, Inc. pricing shall escalate for all items of work based on SCDOT "WORKSHEET FOR DETERMINING FUEL AND ASPHALT BINDER INDEX ADJUSTMENTS" until thirty days from bid date listed above. After this date, pricing on uncompleted work will be re-evaluated by CBG, Inc."
- Acceptance of proposal - The above prices specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made by monthly estimates, net 30 days. This proposal is considered void if not accepted and / or the above proposed work has not commenced within 30 days. Payment terms will be set contract

ACCEPTED:
The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:
CBG Inc.

Benjamin Godley

Authorized Signature:

Estimator: Benjamin Godley
(803) 791-8457 bgodley@cbgsitework.com



FRIPP ISLAND PSD ACCESS ROAD

4/4/2023

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
	MOBILIZATION, CLEARING, GRADING, & EROSION CONTROL				
1.00	MOBILIZATION	1.00	LS	5,055.87	5,055.87
2.00	CONSTRUCTION ENTRANCE	1.00	EA	3,633.91	3,633.91
3.00	SILT FENCE	1200.00	LF	6.12	7,344.00
4.00	CLEARING & GRUBBING	1.00	LS	13,745.66	13,745.66
5.00	TOP DEAD TREES	4.00	EA	579.32	2,317.28
6.00	STRIP 6" ORGANIC LAYER	170.00	CY	25.68	4,365.60
7.00	IMPORT FILL TO CONSTRUCT ROAD	850.00	CY	53.39	45,381.50
8.00	INSTALL 6" CRUSHER RUN ON FABRIC	1000.00	SY	61.17	61,170.00
9.00	STABILIZE SHOULDER	350.00	SY	14.81	5,183.50
	PROJECT TOTAL				148,197.32

EXCLUSIONS

General Terms & Conditions

Due to the volatility of material pricing, all prices in this proposal are subject to change from increases in material costs between time of bid and time of delivery.

Contingencies: We will not be responsible for failure to complete the work covered by this proposal when prevented by strikes, labor troubles, accident or necessary repairs to machinery, fire, flood, adverse weather conditions; or by reason of other contingencies beyond our control.

All work to be completed in a neat and workmanlike manner.

Public liability insurance as required by the State is carried and paid for by Malphrus Utilities, LLC.

All engineering, surveying, soil testing, and permits are to be furnished to Malphrus Utilities, LLC by the owner, except as otherwise specified herein.

If any portion of the contract price is collected by or through an attorney at law after maturity, the purchaser agrees to pay reasonable attorney's fees and costs associated with the collection.

Terms of payment: Net due 10 days date of invoice. Progressive billings done on a monthly basis. Final bill based on finished field measurements.

This quotation expires thirty (30) days from date hereof, but may be effective at any time, if, after acceptance by you, it is approved by us and signed.

Proposal accepted as contract:

By: _____

Date: _____

stop any services by the Consultant upon giving Consultant 7 days written notice.

Section 4. No Damage for Delays. In the event Consultant's performance of the Agreement is delayed or interfered with by acts of the Owner or others for whom the Owner is legally responsible, Consultant may request an extension of time for the performance of same as hereinafter provided. In this circumstance, Consultant is not entitled to any lost profit, extended overhead, demobilization or mobilization expenses, or any other financial compensation as a result of such delay.

Consultant waives any allowance of an extension of time, for any cause whatsoever, unless Consultant shall have made written request upon Owner detailing the basis for such extension within twenty (20) working days after the cause for such extension first arose, and unless Owner and Consultant have agreed in writing upon the allowance of additional time to be made.

Section 5. Ownership of Instruments of Service. All instruments of service (including in all or any part of any plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of Owner. Such instruments of service, together with necessary supporting documents, shall be delivered to Owner, and there shall be no restriction or limitation on the Owner's use of those instruments of service for the intended project or in the future for any purpose. Consultant shall not be responsible and shall be held harmless for the use of such instruments of service on any other project, but only to the extent that such use is without the consent or authorization of the Consultant. All instruments of service shall be professionally sealed as may be required by law.

Section 6. Suspension and Termination of the Services. Owner may suspend or terminate this Agreement for the Owner's convenience at any time upon delivery of written notice of such suspension or termination. If such termination is for cause or related to any acts or omissions by Consultant, the Owner may withhold any compensation unpaid until the Owner determines any damages which may result from the Consultant's acts or omissions, and Owner is entitled to recover damages which reasonably resulted from those acts and omissions. To the extent the suspension or termination is for the Owner's convenience only without any acts or omissions of the Consultant, then the Consultant shall be entitled to compensation for services satisfactorily performed up to the date of suspension or termination but, in any event, Consultant shall have no right to loss of future profits or loss of future or extended overhead relating to this suspension or termination. In the event of termination, Consultant remains obligated to deliver to the Owner all instruments of service relating to this project.

Section 7. Changes in the Services. Should Owner require a modification to this Agreement whether such modification be a change in scope of the Services, fee, time schedule, or otherwise, should Owner and Consultant fail to agree upon a modification to this Agreement, Owner shall have the option of terminating this Contract for the Owner's convenience as described above, and the Consultant's Services hereunder, at no additional cost other than the payment to the Consultant, in accordance with the terms of this Agreement, for the Services satisfactorily performed by the Consultant as of the date of such termination.

Consultant shall not be entitled to any compensation for any changes in or additions to the Services unless such changes or additions are authorized by Owner by written Change Order, executed prior to the Services being performed.

Section 8. Insurance. Consultant shall, at its sole cost and expense, shall procure and maintain at all times the following minimum policies of insurance:

- (a) Worker's Compensation and Employers Liability as required by South Carolina law.
- (b) Commercial General Liability written on an occurrence basis with limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate including, but not limited to, coverage for bodily injury, personal injury, property damage, ongoing and completed operations, products and contractual liability.
- (c) Automobile Liability with a \$1,000,000 combined single limit for bodily injury or property damage covering vehicles owned, non-owned, hired or otherwise used or furnished for the use of the Consultant, its associates, employees, representatives, volunteers or agents.
- (d) An Umbrella form liability insurance policy or policies that shall increase to \$[5,000,000] the limits of coverage provided by the insurance required by subsections (b) and (c) of this Section 8.
- (e) Professional Liability/Errors and Omissions insurance written on an occurrence basis with limits of not less than \$1,000,000 per occurrence, with legal expenses outside of the policy limits.
- (f) Consultants' insurance policies shall name the Owner and each of its officers, agents, and employees as primary additional-named insureds and Consultant shall provide to the Owner the fully executed endorsement by all applicable insurance carriers establishing that additional insurance coverage.

A Certificate of Insurance satisfactory to Owner in compliance with the requirements of this section will be forwarded to Owner. Such Certificate of Insurance shall provide for ten

(10) days written notice to Owner prior to the cancellation or modification of any insurance referred to therein. All insurance coverage shall remain in effect for a period of (1) one year after the completion of Task Orders accomplished under this Agreement. Should the Consultant fail to provide said evidence to Owner, then, in addition to all other remedies, Owner may withhold payments to the Consultant until such evidence is provided.

Section 9. Indemnification. Consultant shall be responsible for all damage to persons or property caused by its acts or omissions or those of its subcontractors, agents, employees, or any other person or entity for whom it is legally responsible in connection with the Services performed under this Agreement. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner and each of its officers, agents and employees from and against all claims, suits, judgements, expenses, actions, damages, and costs of any kind or nature, arising out of or resulting from the negligent acts, errors and omissions of Consultant, its subcontractors, agents, employees, or any other person or entity for whom it is legally responsible.

Section 10. Independent Contractor. Consultant agrees that it is an independent contractor and not an agent of Owner and that Consultant is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve Owner of any responsibility or liability from treating Consultant's employees as employees of Owner for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. Consultant further agrees to indemnify and hold Owner harmless and reimburse if, for any reason, an expense or liability is incurred under said statutes relating in any way to employees of Consultant.

Section 11. Assignment. Consultant shall not assign or sublet this Agreement or any part thereof without the prior written consent of Owner.

Section 12. Compliance with Applicable Law. Consultant shall comply with all Federal, State, County, Municipal Laws, ordinances, regulations, safety orders, resolutions and Construction Codes relating or applicable to the Services to be performed under this Agreement. Consultant shall also comply with all rules and regulations issued by the Owner in connection with Task Orders under this Agreement. The Consultant shall obtain at its own expense all licenses, permits, and other authorizations required from any governmental or other entity prior to the commencement and throughout the performance of Consultant's services performed pursuant to this Agreement.

Section 13. Effective Date of Agreement. This Agreement will be effective upon the execution of the contract by both Owner and Consultant.

Section 14. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties, except as may be otherwise provided herein.

Section 15. Notices. All notices, demands and communications hereunder shall be in writing, and may be served or delivered personally upon the party for whom intended, or mailed to the party for whom intended at the address set forth here. Notice shall be deemed to have been given on the date on which such notice was deposited in the U.S. mail. The address of a party may be changed by notice given pursuant to this Section.

**Fripp Island Public Service District
291 Tarpon Boulevard
Fripp Island, SC 29920**

**McSweeney Engineers
300 W. Coleman Blvd. Suite 203B
Mount Pleasant, SC 29464**

Section 16. Gender, Number and Headings. The use of any gender in this Agreement shall be applicable to all genders and the use of singular number shall include the plural and conversely. The headings used in this Agreement are for convenience only and shall not be used in the construction of the terms of this Agreement.

Section 17. Choice of Law. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of South Carolina, without regard to its conflicts of law principles.

Section. 18. Waiver of Jury Trial. To the fullest extent permitted by law, BOTH PARTIES WILLINGLY AND KNOWINGLY WAIVE THEIR RIGHT, IF ANY, TO A JURY TRIAL IN ANY MATTER ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE MAKING OF THIS AGREEMENT, and by doing so agree to submit any dispute to a non-jury trial in the Court of Common Pleas, Beaufort County, South Carolina, as set forth in Paragraph 21 below.

Section 19. Jurisdictional Venue. To the fullest extent permitted by law, the parties agree that the exclusive jurisdiction and venue of any matter arising out of or in any way relating to this Agreement shall be the Court of Common Pleas, Beaufort County, South Carolina, and both parties expressly consent to jurisdiction and venue in those courts.

Section 20. Alternative Dispute Resolution – Nonbinding Mediation. In the event that a material dispute arises between the parties concerning any aspect of this Agreement, and/or

amendments thereto, that dispute will be resolved by the parties submitting the dispute to mediation, by selecting a professional mediator taken from the list of approved mediators maintained by the South Carolina Bar Association. The costs and fees of such mediation shall be shared equally by all parties to that process. If the mediation is unsuccessful in resolving the dispute, the parties shall have the right to adjudicate the dispute in the Court of Common Pleas, Non-Jury, in Beaufort County, South Carolina.

Section 21. Attorneys' Fees. In the event of any dispute arising out of this Agreement, each party shall bear its own costs and fees.

Section 22. Non- Discrimination. Consultant will not discriminate against any employee because of race, religion, color, sex, national origin, age, disability or other legally protected characteristics. In addition, Consultant further certifies that it now complies and will continue to comply with all Federal, State and local laws and regulations pertaining to equal opportunity and equal employment practices.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 20____.

McSweeney Engineers, LLC

(Corporate Seal)

Witness: _____

By: _____

Title: _____

Fripp Island Public Service District

(Seal)

Witness: _____

By: _____

Title: _____

WATER/WASTEWATER FUND 5-YEAR CAPITAL PLANNING BUDGET - PRELIMINARY DRAFT

Category/ Department	Description	Fiscal Year					Notes
		2024	2025	2026	2027	2028	
Water	Fripp Island Master Meter Replacement				\$20,000		
Water	200k gal tank recoating (containment)	\$85,000	\$85,000				Cost split over two years by tank maint vendor
Water	Hydrant meter replacements (2)		\$3,300				
Water	Blue Heron Lake Spillway	\$500,000					Pure guess
Water/WW	AMI Metering Infrastructure	\$1,800,000					High front-end estimate - must be financed
Water/WW	4" trash pump			\$3,500			
Water/WW	Magnetic locator	\$2,000					
Wastewater	Blue Heron Lake Force Main Relocation	\$120,000					
Wastewater	DO meter			\$2,000			
Wastewater	Lift Station pump replacements (2/yr)	\$20,000	\$22,000	\$24,000	\$26,000	\$28,000	Budget 2/year
Wastewater	Rehab CJFV Sewer Lines	\$125,000	\$125,000				Possible lower cost of \$125k using lining method-may not be practical
Wastewater	Storage container @ WWTP		\$5,000				This number is very conservative-waiting on estimate
Wastewater	Sludge dewatering system			\$35,000	?		fy26-engineering, fy27-project (waiting on planning est)
G&A-W/WW	Mobile Workstation replacement	\$2,800		\$3,500		\$3,500	
Water/WW	Fleet vehicles	\$30,000	\$35,000				keep old vehicles for backup and/or new personnel
Fiscal Year Totals		\$2,684,800	\$275,300	\$68,000	\$46,000	\$31,500	

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