



**The Town of Hilton Head Island  
Regular Public Facilities Committee Meeting**

**Tuesday, March 6, 2012**

**2:00 p.m.**

**Benjamin M. Racusin Council Chambers**

**AGENDA**

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**As a Courtesy to Others Please Turn Off All Cell Phones and Pagers during the Meeting**

- 1. Call to Order**
- 2. Freedom of Information Act Compliance**  
Public notification of this meeting has been published, posted, and mailed in compliance with the Freedom of Information Act and the Town of Hilton Head Island requirements.
- 3. Committee Business**
  - Approval of Minutes from February 7, 2012
- 4. Unfinished Business**
- 5. New Business**
  - Debris Management Plan
  - Proposed Island Recreation Association Memorandum of Understanding
  - Fiscal Year 2012 Capital Improvement Program Mid Year Update
- 6. Adjournment**

**Please note that a quorum of Town Council may result if four (4) or more of Town Council members attend this meeting.**

1  
2 **TOWN OF HILTON HEAD ISLAND**  
3 **PUBLIC FACILITIES COMMITTEE**  
4

5 Date: February 7, 2012

Time: 2:00 P.M.

6  
7 Members Present: Kim Likins, George Williams, Bill Harkins

8  
9 Members Absent: None

10  
11 Staff Present: Jeff Buckalew, Jennifer Lyle, Jill Foster

12  
13 Others Present: Bill Ferguson, *Councilman*

14  
15 Media Present: None  
16

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17  
18  
19 **1. Call to Order.**

20 The meeting was called to order at 2:00 P.M.

21 **2. FOIA Compliance:**

22 Public notification of this meeting has been published, posted and mailed in  
23 compliance with the Freedom of Information Act and the Town of Hilton Head  
24 Island requirements.

25 **3. Committee Business:**

26 **1. Approval of Minutes:**

27 Councilman Harkins moved to approve the Minutes of January 3, 2012.  
28 Councilman Williams seconded. The Minutes of January 3, 2012 were  
29 unanimously approved.  
30

31 **4. Unfinished Business:** None

32  
33 **5. New Business**

34 • **Clearing of Disaster Related Debris from Private Streets, Easements, and Multi-**  
35 **Family Developments**

36 Jennifer Lyle, Assistant Town Engineer advised staff recommends Phase II of the  
37 Town's policy on the removal of disaster related debris from private streets and  
38 easements be revised, effective June 1, 2012. The proposed revisions to this policy  
39 directly relate to the actions and monetary expenditures of the Town to a  
40 prerequisite, formal determination on the threat to the public health, safety and the  
41 economic recovery of the Town. As a point of clarification, staff also recommends  
42 the Town remove and dispose of disaster debris from multi-family developments if  
43 it is property placed in a road right of way, or access way, in which the Town has a  
44 legal interest, or is delivered to a citizen drop-off center for processing.  
45

46 The proposed revisions to Phase II of the current policy require the Town to  
47 conduct a preliminary damage assessment after a disaster and to make a  
48 determination as to whether the debris on private roads, rights of way, storm

49 drainage easements, or ingress/egress easements poses an immediate threat to life,  
50 public health and safety, or the economic recovery of the Town. If such a threat is  
51 determined to exist, the Town Manager shall order the removal of the debris at the  
52 Town's expense. The policy revisions do not require the private property owner to  
53 share in the funding of the work. If policy revisions are approved, the Town will  
54 need to amend the current PUD agreements the Town has for debris removal.  
55

56 Staff has also been asked to clarify the Town's policy on pushing and removing  
57 debris from multi-family/condominium developments. The Town's current policy  
58 is that the Town will not go onto those private developments to push or remove  
59 debris; however the Town will remove and dispose of debris generated on multi-  
60 family properties if it is properly placed in a platted road right of way or access  
61 easement in which the Town has a legal interest. It should be known by the Public  
62 Facilities Committee and Town Council that current FEMA policy recognizes  
63 multi-family developments as commercial enterprises and thus this debris is not  
64 necessarily eligible for federal reimbursement under the public assistance program.  
65

66 The Disaster Recovery Commission approved the revisions of this policy at their  
67 last meeting on November 17, 2011.  
68

69 Councilman Williams stated we want to do everything we can to get reimbursed for  
70 as much as we can. The other issue is that we were going to go forward with a lot  
71 of this whether we got reimbursed or not. What I fear I am hearing and what I fear  
72 I am reading is that if it doesn't meet FEMA regulations we won't do anything. I  
73 am concerned as we go forward here we have the wording in here in such a way  
74 that when it happens that someone doesn't look at this paper and not do what needs  
75 to be done for our Town.  
76

77 Councilman Williams stated he lives behind Bluff Villas and it is a parking lot. If  
78 the Town doesn't come in and start clearing the parking lot, no one can get out.  
79 Jennifer Lyle stated that as far as the parking lot is concerned, if there is an  
80 emergency event, like someone is still in the villa that needs to be rescued, they do  
81 plan for the Town to clear through that to be able to get someone in an emergency  
82 rescue. If there is not an emergent need, we do expect the multi-family units to  
83 bring the debris to the road right of way and for us to pick it up from there.  
84 Councilman Williams stated that to require him to carry his debris 400 feet and then  
85 dump it on the side of Sea Pines Drive so that you can come pick it up is not a very  
86 good plan. I believe you need to be careful here about how we are approaching  
87 these particular areas. It is one thing to have a house sitting on the side of a road  
88 and tell them they have to take their debris to the side of the road, but for the other  
89 entities we have throughout our Town it is almost impossible to do. Also, the  
90 concept of a standard procedure to be two passes might need to be changed to  
91 perhaps say the Debris Management Official will determine the number of passes  
92 might be better. Let's not start setting standards of two when we may need more.  
93

94 Chairman Likins asked Jeff Buckalew whether the Town had met with any PUD  
95 General Managers, particularly those that have condominiums within their  
96 properties to see how realistic this is. Mr. Buckalew stated they had spoken to a  
97 few, but did not hold a joint meeting with all the PUD Managers. Chairman Likins  
98 asked the General Managers in attendance to come up to the podium. Sally Warren,

99 General Manager of Shipyard Plantation stated she participated in the early  
100 Committees about how we should deal with disaster debris. I believe what the  
101 Town has proposed here is an improvement of what was previously proposed which  
102 was basically that you would come through the road right of way but because of the  
103 way FEMA classifies condominiums they wouldn't be able to allow a condominium  
104 to bring it to the road right of way. They were being excluded. This at least  
105 provides some equity. It does allow a single family homeowner as well as someone  
106 in a small HOA and a condominium to bring it to the road right of way. The  
107 logistics of dealing with it on the road right of way is a different issue. Bob Sharp,  
108 General Manager of Palmetto Dunes stated he couldn't have said it better than Ms.  
109 Warren did. At least now the regimes can push their debris to the main named road.  
110

111 Councilman Williams asked Jeff Buckalew and Jennifer Lyle if it would be proper  
112 for you to go back and take a look at some of the concerns that I have. It is one  
113 thing for my 15 unit complex to push it to the side of the road because it is a very  
114 small complex and the road would possibly be right there. It is another thing when  
115 you have enough debris that you will again clog the main road. You clean it and  
116 then everyone pushes their debris and then it is clogged again.  
117

118 Jennifer Lyle stated that if everyone wanted to approve it you could take out  
119 "placed in a road right of way or access easement" just to keep that the multi-family  
120 developments are still part of the debris that we would like to pick up. Jeff  
121 Buckalew confirmed that they wanted them to modify the last sentence to try and  
122 accommodate the multi-family developments. Councilman Williams said yes, in a  
123 more flexible way. Councilman Williams advised he knows you need structure, but  
124 wants to add a bit of flexibility to unique situations. Jeff Buckalew also stated that  
125 they can delete the sentence where they reference the two passes. They have talked  
126 to their contractor near Galveston, TX who advised you may make one pass on one  
127 road, but perhaps 100 on another road. If the trash keeps coming and the Town  
128 Manager says to clean it up, you have to clean it up.  
129

130 Councilman Harkins said they appreciate only too well that you have to be very  
131 specific and almost very legalese to comply with and then look forward to the  
132 potential of funding from a Government source. My hat goes off to you to go  
133 through this and do it. Councilman Harkins stated that we know when we have an  
134 emergency in our home we have a simple way to approach it by dialing 9-1-1. If  
135 we could distill this so that people would know that in the event of a disaster the  
136 steps that need to be taken Mr. Buckalew said they will put something up on the  
137 web site with all the steps and including Town policy.  
138

139 Jennifer Lyle advised the Committee they would be coming back to the Public  
140 Facilities Committee on March 6, 2012 with the full Debris Management Plan  
141 which will address a lot more of what the public information would be and all the  
142 standard protocols that we have listed in the full document.  
143

144 Chairman Likins stated in an effort not to hold this up or bring it back would the  
145 Committee be comfortable in making a motion to accept the policy changes with  
146 the modifications we have noted or do you want it to come back and specifically  
147 read what the changes are. Councilman Williams asked whether it was a problem  
148 in bringing this back with the full Debris Management Plan in March. Mr.

149 Buckalew advised it was not a problem and they would bring it back with changes  
150 made, along with the Debris Management Plan on March 6<sup>th</sup>.

151  
152 Councilman Harkins motioned that you take this conversation under advisement,  
153 roll it into a revised document and package it with the whole Debris Management  
154 Plan on March 6, 2012. Councilman Williams seconded. The motion passed  
155 unanimously.

156  
157 **6. Adjournment:**  
158 Councilman Williams moved to adjourn. Councilman Harkins seconded the  
159 motion. The meeting was adjourned at 2:45 p.m.

160  
161 Respectfully Submitted,

162  
163 \_\_\_\_\_  
164 **Karen D. Knox**  
165 **Senior Administrative Assistant**

DRAFT

# Memo



To: Public Facilities Committee  
Via: Scott Liggett, Dir. of PP&F / Chief Engineer  
Stephen Riley, Town Manager  
Disaster Recovery Commission, Ward Kirby, Chairperson  
From: Jeff Buckalew, Town Engineer  
Jennifer Lyle, Assistant Town Engineer  
Subject: Debris Management Plan  
Date: February 29, 2012

**Recommendation:** Staff and the Disaster Recovery Commission recommend the Public Facilities Committee approve the Debris Management Plan and further endorse the approval of the plan to the full Town Council.

**Summary:** The Debris Management Plan is a guidance document to be used by staff in conducting debris operations during disaster recovery. It was developed in consideration of the Town's Emergency Operations Plan, Basic Plan, Recovery Strategy Plan, and the guidelines of Federal Emergency Management Agency's (FEMA) Debris Management Guide. The plan was approved by the Disaster Recovery Commission in February, 2012. Once approved by Town Council, the plan will be distributed to the Beaufort County and South Carolina Emergency Management Offices. It should be noted that while the plan may be approved by the committees and Town Council, it will be used as a guidance document subject to the specific conditions and nature of each disaster and there may be subsequent needs for review and approval of future revisions.

**Background:** The plan was written to correspond with FEMA's Debris Management Guide (FEMA-325) and other related Town planning documents. If a nationally declared debris generating event were to occur on the island, the plan is written to maximize the Town's reimbursement potential from FEMA.

The key points of the plan are:

- Staff Roles and Responsibilities
- Response Operations (including the Emergency Push)
- Recovery Operations: Road Clearing Priorities, Collection Method, Debris Management Sites
- Town Owned Land utilized for Debris Management Purposes

- Private Property Debris Removal (including current right-of-entry agreements, memorandums of understandings, and ordinances that were passed for debris removal collection of private property)
- Public Information Plan for Debris Collection
- County memorandum of agreement (MOA) and pending SCDOT memorandum of agreement (MOA) for assistance in debris removal on County and State maintained roadways.
- Debris Monitoring Firm Legal Advertisement and Contract
- Debris Removal Contractor Legal Advertisement and Contract

Some of the information in the plan has already been approved by this committee. In October 2010, the Public Facilities Committee approved the use of Town Land for Disaster Related Debris Operations as indicated in the plan and this was subsequently approved by Town Council. In August, 2011, Town Council endorsed memorandums of agreement with both the County and the State for assistance in debris removal on County and State maintained roadways. Since that time, the County agreement has been signed by both parties and the SCDOT agreement is in Columbia awaiting signature by the SCDOT. The private property debris removal policy was presented to the Public Facilities Committee in February. Changes were made to the policy based on that meeting and the revised policy was approved by the Disaster Recovery Commission on February 9, 2012.

# Memo



To: Public Facilities Committee

Via: Scott Liggett, Dir. of PP&F / Chief Engineer  
Stephen Riley, Town Manager  
Disaster Recovery Commission, Ward Kirby, Chairperson

From: Jeff Buckalew, Town Engineer  
Jennifer Lyle, Assistant Town Engineer

Subject: Clearing of Disaster Related Debris from Private Streets, Easements, and Multi-Family developments

Date: February 29, 2012

**Recommendation:** Staff and the Disaster Recovery Commission recommend that Phase II of the Town's policy on the removal of disaster related debris from private streets and easements be revised, effective June 1, 2012. The proposed revisions to this policy (Exhibit A) have been made based on comments received by the Public Facilities Committee when the revised policy was presented on February 7, 2012.

## **Summary:**

The proposed revisions to Phase II of the current policy (Exhibit A) require the Town to conduct a preliminary damage assessment after a disaster and to make a determination as to whether the debris on private roads, rights of way, storm drainage easements, or ingress / egress easements poses an immediate threat to life, public health and safety, or the economic recovery of the Town. If such a threat is determined to exist, the Town Manager shall order the removal of the debris at the Town's expense. The policy revisions do not require the private property owner to share in the funding of the work. If the policy revisions are approved, the Town will need to amend the current PUD agreements the Town has for debris removal.

Staff has also been asked to clarify the Town's policy on pushing and removing debris from multi-family / condominium developments. Staff has added to the policy that the Town will remove disaster debris generated from multi-family developments if it is placed in a road right of way or access easement in which the Town has a legal interest or it is delivered to a Town-operated debris drop off center. Based on comments provided by the Public Facilities Committee in February 2011 to allow the Town to remove debris generated within the

boundaries of multi-family developments, the following language was added: *The Town may enter onto private property to remove storm generated debris in accordance with Town Code, Title 9, Chapter 1, (Public Nuisances and abatement thereof) and Section 9-5-211 (Post-disaster Debris Collection).*

The language regarding the standard procedure of conducting two passes on each road designated eligible for debris pick up was removed from the policy based on the Public Facility Committee's recommendations that the actual number of passes may be more or less than two.

The Disaster Recovery Commission approved these revisions at their last meeting on February 9, 2012.

# DEBRIS MANAGEMENT PLAN



**DRAFT**

**FEBRUARY 2012**

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## DEFINITIONS

**Citizen Drop-Off Centers / Collection Centers:** Locations where citizens may drop their debris and the debris can temporarily be stored.

**Staging Sites:** Locations where equipment and materials may be used in support of a debris management mission.

**Emergency Push:** Emergency clearance of debris from public streets and rights of-way for access by emergency personnel which normally takes place during the first 70 hours. Emergency road clearance, also referred to as cut-and-toss or push, consists of pushing debris to the sides of roads and streets to open them for emergency crews and equipment.

**Road Clearance and Debris Removal (aka: Public Right-Of-Way Debris Removal):** After the emergency push phase is complete, to clear debris from all public property, public rights-of-way, streets, roads, and easements.

**Debris Reduction:** Normally accomplished by burning (open or air curtain incineration) or grinding.

**Eligible Debris:** Debris that is produced or generated by a natural or manmade disaster; is located within the Town's property or right-of-way falling under the following possible classifications: vegetative debris, construction / demolition debris (C&D), hazardous waste, white goods, soil / mud / sand, vehicles / vessels, putrescent debris, infectious waste, chemical / biological / radiological / nuclear-contaminated debris (CBRN), and garbage. These debris classifications are common debris classification's per FEMA 325, Public Assistance Debris Management Guide, and additional debris may be deemed eligible dependent of the event and deemed eligible after consultation with state and FEMA representatives.

## I. PLAN MAINTENANCE

This plan will be reviewed and revised every 2 years by the Town's Engineering Division in consultation with the Emergency Management Coordinator.

## II. INTRODUCTION AND OBJECTIVES

The Town of Hilton Head Island is located on a barrier island in Beaufort County, SC, accessed via US 278 from I-95. The Town's year-round population is approximately 36,000. There is a significant population increase throughout peak tourist season and there are many secondary residences, time shares and hotels. A large portion of the Town is contained in Planned Unit Developments, or gated communities. The Town has a strong Land Management Ordinance which regulates land development and tree removal along with a minimum standard of tree coverage.

The Town of Hilton Head Island is located in the southeastern portion of the United States, along South Carolina's eastern seaboard. The Town has an approximate 13-mile long Atlantic coastline bordered to the north by Port Royal Sound and to the south by the Calibogue Sound. Due to the Town's location, the most probable debris generated catastrophic emergency event to damage the Town would be a hurricane or tropical storm event. The forecasted debris calculations in this plan reflect debris generated by a Hurricane Category 1 through 5 event.

There has been a hazard and vulnerability analysis completed for the Town (See the Comprehensive Emergency Management Program Overview, Comprehensive Emergency Management Hazard and Risk Summary and the Beaufort County's Hazard Mitigation Plan) with the specific hazards requiring debris management services identified as Hurricanes/Tropical Storms, Lesser isolated wind events, Tornadoes, Earthquakes, Flooding and Winter Weather.

The objectives identified below define the goals of the Town to address any type of debris-causing emergency event:

- Conduct Search and rescue for any residents and visitors that may be in harms way.
- Reopen roads and provide access to facilities that provide essential government and population support services.
- Clear/remove debris from public property and rights-of-way.
- Reduce the volume of debris going to disposal facilities to extend the life of those facilities and reduce costs.
- Ensure hazardous materials are segregated from other debris along with proper disposal.

### III. SITUATIONS AND ASSUMPTIONS

There are several categories of emergency events that could produce large amounts of debris. These types of events include, but are not limited to, Hurricanes and Tropical Storms, Lesser isolated wind events, Tornadoes, Earthquakes, Flooding and Winter Weather. The quantity and type of debris generated, its location, and the area over which it spreads will directly affect the choice of methods to remove and dispose of the debris.

This debris management plan is based on several assumptions, including the following:

- An emergency event requiring debris removal may occur at any time.
- For lesser, non-declared events, the Incident Manager reserves the right to utilize already existing local Town of Hilton Head Island contracts to remove and clean up debris that specifically involves an event that isn't large scale and doesn't require any county, state or federal assistance.
- The Town may have insufficient resources to remove the debris created by an event. The Town has contracts with private contractors for assistance in collection, reduction, and disposal of debris.
- If the Town and the Town's Debris Monitoring Firm and Debris Removal Contractor capabilities are insufficient, the Town may request the County and State to assist in debris removal.
- If the State Governor requests a Presidential Disaster Declaration and such a declaration is approved, federal resources could become available.
- Citizens will assist in the removal of debris from their homes and businesses. However, citizens will generally need governmental assistance to haul debris for disposal. Proper public information can encourage cooperative action of citizens in removing debris.

The following spreadsheet illustrates the Hurricane Debris Quantity Calculations. For specifics on how the numbers were calculated, see Attachment Four – Forecasted Debris.

## Hurricane Debris Quantity Calculations

Q= HCVB5

Area	HAZUS Estimate Eligible Clean Woody (Tree) Debris (CY)	Days to Grind at 360 cy / hr (24 hr / day)	Weeks to Grind at 360 cy / hr (7 days / week)	Clean Woody Debris (55% of Total)	Construction and Demolition Debris (45% of Total)	Construction and Demolition 45% of Total				Total Debris in CY (Cubic yards)	2010 Number of Households	Storm Category Factor	Vegetation Characteristic	Commercial Factor	Storm Precipitation Factor
						Direct Landfill (38% of C&D)	Burnable / Grindable C & D (42% of C&D)	Soil (8% of C&D)	Whitegoods / Metals (15% of C&D)						
<b>Category I</b>															
Hilton Head Plantation	N/A	N/A	N/A	10,049	8,222	3,124	3,450	411	1,233	18,271	4,258	2	1.5	1.1	1.3
Palmetto Hall	N/A	N/A	N/A	904	739	281	311	37	111	1,643	385	2	1.5	1.1	1.3
<i>Port Royal Plantation:</i>															
Port Royal Inside Gates	N/A	N/A	N/A	2,291	1,875	712	787	94	281	4,166	971	2	1.5	1.1	1.3
Port Royal Outside Gates	N/A	N/A	N/A	2,873	2,187	831	819	109	328	4,861	1,133	2	1.5	1.1	1.3
<i>Indigo Run</i>															
Indigo Run Inside Gates	N/A	N/A	N/A	2,584	1,934	735	812	97	290	4,209	1,002	2	1.5	1.1	1.3
Indigo Run Outside Gates	N/A	N/A	N/A	4,908	1,960	593	655	78	234	3,499	806	2	1.5	1.1	1.3
Spanish Wells	N/A	N/A	N/A	392	320	122	135	16	48	712	166	2	1.5	1.1	1.3
<i>Palmetto Dunes:</i>															
Palmetto Dunes Only	N/A	N/A	N/A	7,683	5,795	2,202	2,434	280	899	12,879	3,002	2	1.5	1.1	1.3
P.D. Leamington	N/A	N/A	N/A	2,008	1,641	624	689	82	248	3,647	850	2	1.5	1.1	1.3
P.D. Shelter Cove	N/A	N/A	N/A	1,750	1,432	544	601	72	218	3,182	880	2	1.5	1.2	1.3
Long Cove	N/A	N/A	N/A	1,031	844	321	354	42	127	1,875	437	2	1.5	1.1	1.3
Wexford	N/A	N/A	N/A	809	662	252	278	33	99	1,471	343	2	1.5	1.1	1.3
Shipyard	N/A	N/A	N/A	4,818	3,940	1,497	1,655	197	591	8,756	2,041	2	1.5	1.1	1.3
Sea Pines	N/A	N/A	N/A	15,012	12,282	4,667	5,159	614	1,842	27,294	5,832	2	1.5	1.2	1.3
Ward One	N/A	N/A	N/A	6,453	5,260	2,006	2,217	264	792	11,733	2,907	2	1.5	1.2	1.3
Outside Plantations but not Ward One	N/A	N/A	N/A	27,520	22,524	8,569	9,490	1,126	3,370	50,053	10,898	2	1.5	1.2	1.3
<b>Total</b>	<b>300,107</b>	<b>23,10</b>	<b>3,31</b>	<b>87,068</b>	<b>71,238</b>	<b>27,070</b>	<b>29,920</b>	<b>3,562</b>	<b>10,986</b>	<b>271,345</b>	<b>35,709</b>				
<b>Category II</b>															
Hilton Head Plantation	N/A	N/A	N/A	40,198	32,888	12,487	13,813	1,644	4,933	73,084	4,268	8	1.5	1.1	1.3
Palmetto Hall	N/A	N/A	N/A	3,615	2,958	1,124	1,242	148	444	6,572	383	8	1.5	1.1	1.3
<i>Port Royal Plantation:</i>															
Port Royal Inside Gates	N/A	N/A	N/A	9,164	7,498	2,849	3,149	375	1,125	16,682	971	8	1.5	1.1	1.3
Port Royal Outside Gates	N/A	N/A	N/A	10,893	8,749	3,325	3,675	437	1,312	19,442	1,133	8	1.5	1.1	1.3
<i>Indigo Run</i>															
Indigo Run Inside Gates	N/A	N/A	N/A	8,457	7,737	2,940	3,250	387	1,181	17,194	1,002	8	1.5	1.1	1.3
Indigo Run Outside Gates	N/A	N/A	N/A	7,626	5,739	2,371	2,621	312	896	13,865	806	8	1.5	1.1	1.3
Spanish Wells	N/A	N/A	N/A	1,567	1,262	487	538	64	192	2,849	166	8	1.5	1.1	1.3
<i>Palmetto Dunes</i>															
Palmetto Dunes Only	N/A	N/A	N/A	28,333	22,181	8,809	9,736	1,159	3,477	51,514	3,002	8	1.5	1.1	1.3
P.D. Leamington	N/A	N/A	N/A	8,022	6,584	2,484	2,757	326	989	14,588	850	8	1.5	1.1	1.3
P.D. Shelter Cove	N/A	N/A	N/A	7,001	5,726	2,177	2,406	299	889	12,730	880	8	1.5	1.2	1.3
Long Cove	N/A	N/A	N/A	4,124	3,375	1,283	1,417	169	508	7,499	437	8	1.5	1.1	1.3
Wexford	N/A	N/A	N/A	3,227	2,649	1,006	1,112	132	387	5,896	343	8	1.5	1.1	1.3
Shipyard	N/A	N/A	N/A	19,283	15,761	5,989	6,619	783	2,364	35,024	2,041	8	1.5	1.1	1.3
Sea Pines	N/A	N/A	N/A	80,046	69,129	18,889	20,634	2,456	7,389	109,175	5,832	8	1.5	1.2	1.3
Ward One	N/A	N/A	N/A	25,612	21,119	8,025	8,870	1,058	3,195	46,931	2,907	8	1.5	1.2	1.3
Outside Plantations but not Ward One	N/A	N/A	N/A	110,118	90,895	34,236	37,840	4,505	13,514	200,210	10,898	8	1.5	1.2	1.3
<b>Total</b>	<b>448,451</b>	<b>31,87</b>	<b>7,38</b>	<b>248,273</b>	<b>204,951</b>	<b>108,281</b>	<b>119,679</b>	<b>14,248</b>	<b>42,743</b>	<b>731,402</b>	<b>35,709</b>				

Area	HAZUS Estimate Eligible Clean Woody (Total Debris (CY)	Days to Remed at 300 cy / hr (74 hr / Wk)	Weeks to Grind at 300 cy / hr (7.4 weeks)	Clean Woody Debris (35% of Total)	Construction and Demolition Debris (41% of Total)	Construction and Demolition 4% of Total			Whitewash / Metal (15 % of C&D)	Total Debris in CY (Cubic yards)	2018 Number of Households	Storm Category Factor	Vegetation Characteristic	Coastal Factor	Storm Precipitation Factor
						Direct Landfill (16% of C&D)	Burnable / Grindable C & D (42% of C&D)	Soil (% of C&D)							
<b>Category III</b>															
Hilton Head Plantation	N/A	15.12	2.18	330,436	106,696	40,917	44,992	5,544	16,033	237,024	4,258	26	1.5	1.1	1.3
Palmetto Hall	N/A	1.96	0.19	17,748	9,612	3,653	4,037	481	1,442	21,360	383	26	1.5	1.1	1.3
Port Royal Plantation															
Port Royal Inside Gates	N/A	3.45	0.48	29,784	24,369	9,260	10,236	1,216	3,645	54,163	971	26	1.5	1.1	1.3
Port Royal Outside Gates	N/A	4.02	0.57	34,753	20,434	10,905	11,942	1,422	4,366	63,181	1,154	26	1.5	1.1	1.3
Indigo Run															
Indigo Run Inside Gates	N/A	3.56	0.51	30,738	26,147	9,934	10,562	1,267	3,772	50,892	1,002	26	1.5	1.1	1.3
Indigo Run Outside Gates	N/A	2.87	0.41	24,754	20,218	7,705	8,517	1,014	3,042	45,962	868	26	1.5	1.1	1.3
Spanish Wells	N/A	0.59	0.26	5,292	4,166	1,563	1,750	208	625	9,456	181	26	1.5	1.1	1.3
Palmetto Dunes															
Palmetto Dunes Only	N/A	19.66	1.52	82,582	75,340	28,629	31,643	3,767	11,301	167,422	3,062	26	1.5	1.1	1.3
P.O. Leanington	N/A	3.03	0.43	39,072	21,332	8,106	9,958	1,067	3,208	47,405	864	26	1.5	1.1	1.3
P.O. Smeiter Cove	N/A	2.63	0.38	22,754	16,517	7,074	7,919	931	2,753	41,371	680	26	1.5	1.2	1.3
Lung Cove	N/A	1.65	0.22	13,494	10,967	4,168	4,836	548	1,648	24,371	437	26	1.5	1.1	1.3
Wexford	N/A	1.22	0.17	10,521	8,608	3,271	3,616	438	1,291	19,129	343	26	1.5	1.1	1.3
Shoyard	N/A	7.25	1.04	82,406	51,222	19,644	21,513	2,561	7,681	113,821	2,041	26	1.5	1.1	1.3
Sea Pines	N/A	22.58	3.23	195,150	159,668	60,674	67,181	7,983	23,966	354,819	5,832	26	1.5	1.2	1.3
Ward Ore	N/A	9.11	1.38	83,889	68,637	26,022	29,027	3,432	10,295	152,536	2,907	26	1.5	1.2	1.3
Outside Plantations but not Ward Ore	N/A			87,876	292,898	111,267	122,979	14,846	43,921	608,604	10,665	26	1.5	1.2	1.3
<b>Total</b>	<b>88,284</b>	<b>131.81</b>	<b>18.72</b>	<b>1,121,388</b>	<b>926,891</b>	<b>351,914</b>	<b>388,958</b>	<b>46,285</b>	<b>138,914</b>	<b>2,647,976</b>	<b>35,109</b>				
<b>Category IV</b>															
Hilton Head Plantation	N/A	29.06	4.15	251,226	205,500	78,109	86,331	10,277	30,832	456,776	4,258	50	1.5	1.1	1.3
Palmetto Hall	N/A	2.61	0.27	18,445	10,445	7,034	7,764	924	2,773	41,071	383	50	1.5	1.1	1.3
Port Royal Plantation															
Port Royal Inside Gates	N/A	6.63	0.90	57,277	46,863	17,936	19,682	2,343	7,028	104,140	971	50	1.5	1.1	1.3
Port Royal Outside Gates	N/A	7.73	1.11	66,833	54,691	20,718	22,986	2,734	8,282	121,514	1,123	50	1.5	1.1	1.3
Indigo Run															
Indigo Run Inside Gates	N/A	5.94	0.86	59,106	48,369	18,376	20,311	2,418	7,294	107,468	1,002	50	1.5	1.1	1.3
Indigo Run Outside Gates	N/A	1.52	0.21	47,852	39,296	14,919	16,378	1,850	5,843	86,656	868	50	1.5	1.1	1.3
Spanish Wells	N/A	1.12	0.16	9,792	8,012	3,044	3,385	401	1,202	17,804	168	50	1.5	1.1	1.3
Palmetto Dunes															
Palmetto Dunes Only	N/A	39.58	2.93	177,980	144,894	55,056	60,851	7,244	21,733	321,565	3,062	50	1.5	1.1	1.3
P.O. Leanington	N/A	5.26	0.80	58,139	41,223	15,589	17,230	2,061	6,163	81,763	864	50	1.5	1.1	1.3
P.O. Smeiter Cove	N/A	5.06	0.72	43,758	35,802	13,600	15,037	1,790	5,370	79,560	680	50	1.5	1.2	1.3
Lung Cove	N/A	2.96	0.43	25,776	21,291	8,014	8,966	1,065	3,164	46,966	437	50	1.5	1.1	1.3
Wexford	N/A	2.34	0.33	20,233	16,554	6,291	6,953	829	2,463	36,787	343	50	1.5	1.1	1.3
Shoyard	N/A	13.33	1.98	110,393	97,504	37,411	41,372	4,925	14,776	218,891	2,041	50	1.5	1.1	1.3
Sea Pines	N/A	43.44	6.21	375,289	307,895	116,681	129,583	15,363	46,058	682,344	5,832	50	1.5	1.2	1.3
Ward Ore	N/A	19.67	2.87	161,325	131,994	50,158	55,437	6,600	19,795	253,319	2,907	50	1.5	1.2	1.3
Outside Plantations but not Ward Ore	N/A	79.66	11.38	669,223	563,052	213,978	236,499	28,166	84,464	1,251,316	10,665	50	1.5	1.2	1.3
<b>Total</b>	<b>1,402,313</b>	<b>251.93</b>	<b>35.89</b>	<b>2,176,189</b>	<b>1,829,945</b>	<b>676,714</b>	<b>747,846</b>	<b>89,847</b>	<b>267,141</b>	<b>3,957,492</b>	<b>35,109</b>				
<b>Category V</b>															
Hilton Head Plantation	N/A	46.52	6.83	401,364	326,880	124,974	138,130	16,444	49,332	730,344	4,258	80	1.5	1.1	1.3
Palmetto Hall	N/A	4.18	0.46	36,148	29,575	11,239	12,422	1,479	4,436	68,723	383	80	1.5	1.1	1.3
Port Royal Plantation															
Port Royal Inside Gates	N/A	10.61	1.32	81,643	74,981	28,433	31,452	3,745	11,247	166,624	971	80	1.5	1.1	1.3
Port Royal Outside Gates	N/A	12.38	1.77	106,333	87,490	33,246	36,746	4,375	13,124	199,423	1,123	80	1.5	1.1	1.3
Indigo Run															
Indigo Run Inside Gates	N/A	18.96	2.52	94,565	87,374	29,402	32,497	3,869	11,606	171,543	1,002	80	1.5	1.1	1.3
Indigo Run Outside Gates	N/A	8.83	1.26	76,299	62,394	23,716	26,299	3,129	9,369	138,653	868	80	1.5	1.1	1.3
Spanish Wells	N/A	1.81	0.26	16,647	12,819	4,911	5,384	641	1,923	29,486	168	80	1.5	1.1	1.3
Palmetto Dunes															
Palmetto Dunes Only	N/A	32.79	4.48	263,329	231,814	88,089	97,382	11,581	34,772	515,143	3,062	80	1.5	1.1	1.3
P.O. Leanington	N/A	9.29	1.30	80,223	66,637	24,942	27,666	3,292	9,648	146,860	864	80	1.5	1.1	1.3
P.O. Smeiter Cove	N/A	7.43	1.06	64,776	53,510	19,954	22,054	2,625	7,919	118,589	680	80	1.5	1.1	1.3
Lung Cove	N/A	4.77	0.66	41,244	33,745	12,823	14,173	1,687	5,062	74,999	437	80	1.5	1.1	1.3
Wexford	N/A	3.75	0.54	32,372	26,496	10,066	11,124	1,324	3,970	58,809	343	80	1.5	1.1	1.3
Shoyard	N/A	22.30	3.19	187,830	163,992	66,192	72,892	8,696	25,641	350,236	2,041	80	1.5	1.1	1.3
Sea Pines	N/A	69.56	9.93	600,483	491,298	186,689	206,241	24,564	73,693	1,091,750	5,832	80	1.5	1.2	1.3
Ward Ore	N/A	29.88	4.27	250,121	211,190	80,252	88,700	10,559	31,678	489,310	2,907	80	1.5	1.2	1.3
Outside Plantations but not Ward Ore	N/A	127.45	18.21	1,101,157	909,947	343,366	378,398	45,847	138,342	2,002,104	10,665	80	1.5	1.2	1.3
<b>Total</b>	<b>1,357,166</b>	<b>402.42</b>	<b>57.49</b>	<b>2,476,999</b>	<b>2,044,736</b>	<b>764,968</b>	<b>842,797</b>	<b>102,797</b>	<b>326,714</b>	<b>3,821,439</b>	<b>35,109</b>				

#### **IV. STAFF ROLES AND RESPONSIBILITIES**

For organizational charts, see Attachment One.

The staff roles and responsibilities outlined below are separated based on whether the Town is involved in response or recovery operations.

The Town's Emergency Operations Center is staffed utilizing the Incident Command System and is led by an Incident Manager. The Debris Management Group is a group under the Logistics Section Manager.

The Recovery organization has been established based on needs identified by the Town in order to sustain long-term operations. In the Recovery Phase, the Debris Management team is under Public Facilities Reporting to the Assistant Recovery Manager.

Please see the *Emergency Operations Plan – Basic Plan* and the *Recovery Strategy* for specific details.

#### **V. STAFFING ASSIGNMENTS AND DUTIES**

##### **A. Pre-Hurricane Season**

Town of Hilton Head Island

- Reviews plan, memorandums of understandings/agreements and revises as necessary;
- Reviews contracts and updates/revises as necessary;
- Coordination between the Town's Engineering Division and the Emergency Management Division is necessary while working with internal and external entities.

Debris Monitoring Consultant

- Assist Town in conducting annual pre-season training session;
- Notify the Town of any changes to FEMA guidelines or regulations;
- Provide estimates of debris;
- Provide input for collection and reduction strategies;
- Provide guidance to Town staff on the logistics, schedule, and other duties that will be performed during the debris management process if an emergency occurs;
- Review and recommend updates to the Town's Debris Management Plan, including any changes to FEMA guidelines or regulations that may affect the Town;
- Develop and updated debris management contact list including key personnel and contact information for individuals within local, state and federal agencies.

Debris Removal Contractor

- Participate in annual pre-season training session;
- Provide the Town annual updates of Safety Plan;
- Provide the Town annual updates of Quality Control Plan;
- Provide the Town annual updates of Communication Plan;
- Providing consultation and advice to the Town.

**B. Personnel Involved in Response Operations**

The Policy Group, made up of the Mayor, Town Manager, Assistant Town Manager(s), Staff Attorney, Emergency Management Coordinator (also known as the Incident Manager), and the Fire Chief (also known as the Deputy Incident Manager for Operations) or designees will activate the EOC and the Incident Manager/Deputy Incident Manager for Operations will determine which personnel will need to be activated. It will be up to these individuals to determine which staff under their authority will be activated which includes the Debris Management Group under the Logistics Section Manager. Under no circumstances will the Debris Management Group or the Debris Monitor/Hauler self activate.

The following charts outline specific duties required of each position during Response and Recovery. Please take into consideration that an activation of the EOC and the debris contracts does not necessarily mean that all positions below will participate in activities. Activation of a position will be based on the size and needs of the event.

For additional essential Town Staff assigned specific duties during Response and Recovery Operations, see the Emergency Operations Plan – Basic Plan and the Recovery Strategy. It must be noted that the information contained below came directly from the above mentioned plans. Any changes to this information must be synchronized with the Emergency Management Coordinator and the Deputy Director of Community Development to ensure consistency across all plans.

<b>Position: Policy Group</b>
<b>Reports to: N/A</b>
Job Responsibilities: <ul style="list-style-type: none"><li>• Includes the Mayor, Town Manager, Assistant Town Manager’s, Incident Manager, Staff Attorney, Deputy Incident Manager for Operations;</li><li>• While this group as a whole does not get involved in tactical operations, its essential function is to provide overall strategic direction and advisement for all municipal government activities related to major emergencies or incidents;</li><li>• Provide executive guidance to the overall emergency response activities of the Town; develop broad-based, high-level strategies, approaches and philosophies;</li><li>• Remain informed of all developing activities in support of response</li></ul>

- operations;
- Consider action recommendations made by the Incident Manager;
- Establish Town response priorities in concert with the Incident Manager.

**Position: Mayor (see appendix titled Proclamations)**

**Reports to: N/A**

- Job Responsibilities:
- Member of the Policy Group;
  - Issues a State of Emergency Proclamation. (Ord. No. 83-7, 10-3-83);
  - Causes enforcement of a full evacuation. (Ord. No. 83-7, 10-3-83);
  - Causes enforcement of a curfew. (Ord. No. 83-7, 10-3-83);
  - Proclaims the end of a State of Emergency. (Ord. No. 83-7, 10-3-83);
  - Recommends a voluntary evacuation to the community;
  - Authorizes re-entry for residents;
  - Work with the Policy Group, Incident Manager and PIO to ensure the media and public receive appropriate information pertinent to disaster response operations; address the media if necessary.

**Position: Incident Manager**

**Reports to: N/A; with constant interface with Policy Group**

- Job Responsibilities:
- Will act as EOC Manager. However, if the incident is extremely complex or has special requirements, there may be a need for both an Incident and EOC Manager;
  - Overall management of the incident/event;
  - Member of the Policy Group;
  - Establishes the appropriate EOC organization in compliance with the principles within ICS and NIMS;
  - Coordinates with Beaufort County Emergency Management Leadership and the Town's Dispatch Center (911);
  - Provides briefings, approves press releases, ensures appropriate messages to the community and requests for additional resources or for the release of resources;
  - May activate an alternate site for the EOC and emergency personnel base camp;
  - Order, approve or facilitate the activation of the EOC;
  - Identify need for and appoint Command and General Staff positions;
  - Coordinate the overall emergency response activities of the Town;
  - Recommend appropriate actions to the Policy Group for consideration;
  - Ensure the Policy Group is kept informed of all developing activities in support of response operations;
  - Establish Town response priorities in concert with the Policy Group;
  - Approve requests for mutual aid resources outside of normal local mutual aid agreements and direct them to Beaufort County for action;
  - Work with the PIO to ensure the media and public receive appropriate information pertinent to disaster response operations; address the media if necessary;

- Work with the Finance Section to ensure the availability of funding to cover response costs and determine that these are tracked appropriately;
- Prepare for an orderly transition from response operations to recovery operations; assist in the transition process;
- Assist and advise Recovery Manager as requested.

**Position: EOC Manager**

**Reports to: Incident Manager (only when Incident Manager and EOC positions are separated).**

Job Responsibilities:

- Coordinates meetings and activity for EOC staff;
- Direct the operation of the EOC;
- Ensure quality communication and cooperation with partner agencies at all levels of government to ensure a cohesive response operation;
- Approve all SitRep's before distribution;
- In coordination with the Logistics Section Manager, manage the activation/acquisition and management of resources required for response operations;
- Approve the IAP prior to distribution.

**Public Information Officer**

**Reports to: Incident Manager**

Job Responsibilities:

- Responsible for developing and releasing information about the incident to the news media after receiving final approval of written release by the Incident Manager;
- Develops material for use in media releases;
- Keeps media informed, prepares and possibly conducts media briefings;
- Updates the Town website and any recorded hotlines;
- Work with the Incident Manager to ensure the media and public receive appropriate information pertinent to disaster response operations;
- Act as primary spokesperson for the Town and serve as liaison between the EOC and media during activations;
- Coordinate with County PIO and JIC which may be established to ensure consistency of message and accuracy of information;
- Ensures all necessary emergency information is available in as many public venues and as many ways as possible;
- Monitor media reports and citizen calls received by the EOC, other Town facilities and the County to identify and correct rumors and erroneous information.

**Position: Town Liaison in Beaufort County EOC**

**Reports to: Incident Manager**

Job Responsibilities:

- Represents the Town in the multi-jurisdictional Unified Command Center in Beaufort County (located in the Beaufort County EOC);
- Acts as the liaison between the Town's EOC Policy Group and the Beaufort County EOC Unified Command Group to ensure all strategic issues are

addressed during emergencies/disasters;

- Keep the Town EOC aware of incident status via regular telephone briefings and WebEOC;
- Expedite, when necessary, operational support requests made by the Town EOC to the County EOC. Advocate, when necessary, for the interests of the Town by ensuring equitable distribution of resources;
- Monitor incident operations to identify current or potential inter-organizational problems including resource limitations of other agencies;
- Maintain activity log.

**Position: Deputy Incident Manager for Operations**

**Reports to: Incident Manager**

Job Responsibilities:

- Member of the Policy Group;
- Responsible for management of all Fire/EMS and Law Enforcement Operations including the dissemination and request of resources;
- Serve as Operations Section Manager;
- Manage all field response operations, and coordinate support for them;
- In coordination with the Planning Section Manager, develop the Operations portion of the IAP;
- Implement a response structure appropriate to the incident/event;
- Identify need for and appoint field commanders as appropriate;
- Determine need for and request additional resources;
- Execute the IAP and report on progress towards objectives;
- Recommend appropriate actions to the Incident Manager/Policy Group for consideration;
- Ensure the Incident Manager/Policy Group are kept informed of all developing activities in support of response operations;
- Establish Town response priorities in concert with the Policy Group.

**Position: Fire/EMS Division**

**Reports to: Deputy Incident Manager for Operations**

Job Responsibilities:

- With the Deputy Incident Manager for Operations, implement a response structure and identify need for and appoint field commanders as appropriate to the incident/event;
- Oversee all field response operations of assigned Division, under direction of the Deputy Incident Manager for Operations;
- Assist the Planning Section Manager in developing the Operations portion of the IAP;
- Assign specific work tasks to subordinate field commanders;
- Resolve issues reported by subordinates;
- Determine need for and request additional resources in coordination with the Deputy Incident Manager for Operations;
- Execute the IAP and report to the Deputy Incident Manager for Operations progress towards objectives; recommend revisions to the IAP and other actions as appropriate;

- Ensure the Deputy Incident Manager for Operations is kept informed of all developing activities in support of Division response operations;
- Oversees the Fire Station 4, Station 7 and EOC Task Forces.

**Position: Law Enforcement Division**

**Reports to: Deputy Incident Manager for Operations**

Job Responsibilities:

- With the Deputy Incident Manager for Operations, implement a response structure and identify need for and appoint field commanders as appropriate to the incident/event;
- Oversee all law enforcement field response operations, under direction of the Deputy Incident Manager for Operations;
- Assist the Planning Section Manager in developing the Operations portion of the IAP;
- Assign specific work tasks to subordinate field commanders;
- Resolve issues reported by subordinates;
- Determine need for and request additional resources in coordination with the Deputy Incident Manager for Operations;
- Execute the IAP and report to the Deputy Incident Manager for Operations progress towards objectives; recommend revisions to the IAP and other actions as appropriate;
- Ensure the Deputy Incident Manager for Operations is kept informed of all developing activities in support of Division response operations.

**Position: Logistics Section Manager**

**Reports to: Incident Manager**

Job Responsibilities:

- Responsible for providing facilities, services and materials in support of incident activities;
- Coordinate and process requests for additional resources;
- Provide summary updates of resource requests, dissemination of resources and resource issues to Incident Manager;
- Work with the Finance Section in tracking expenses;
- If needed, work with the Base Camp Manager to ensure resource needs are addressed;
- Inform Planning Section that resources have been deployed in order to ensure appropriate tracking;
- Provide oversight to Debris Management field assets and the overall supervision of the Debris Monitor and Removal contractors will occur by the Debris Management Group under the Logistics Section;
- Manage all Logistics Section activities, and coordinate support for them;
- Participate in development of the IAP;
- Implement a response structure appropriate to the incident/event;
- Determine need for and request additional resources;
- Recommend alternatives to the Incident Manager for consideration;
- Ensure the Incident Manager is kept informed of all developing activities in support of Section operations.

**Position: Assistant Logistics Section Manager**

**Reports to: Logistics Section Manager**

Job Responsibilities:

- Assists the Logistics Section Manager in performing assigned duties listed above;
- Provides oversight for groups assigned to the Logistics Section.

**Position: Communications Unit Group**

**Reports to: Logistics Section Manager**

Job Responsibilities:

- Implements the Communication Plan;
- Works closely with the Planning Section to ensure appropriate communications are available for operations outlined in the IAP;
- Ensures the appropriate communications equipment and supplies are available to include: assigning and tracking assets to personnel, anticipating the depletion of communications equipment and supplies and communicating concerns/issues to the Logistics Section Manager;
- Ensures communication is maintained between the EOC, field personnel and other locations activated during response operations;
- Possible equipment/supplies for use includes, but not limited to, radios, satellite phones, repeaters, batteries, cell and landline phones, phone chargers;
- Any vendors assigned to the EOC to support communications will be supervised by this Group Leader;
- Serve as Liaison with the Town's Dispatch Center to ensure appropriate radio frequencies are assigned by utilizing existing plans and the IAP.

**Position: Information Technology Group**

**Reports to: Logistics Section Manager**

Job Responsibilities:

- Ensures computers and computer software programs are working correctly in the EOC and other locations activated during response operations;
- Responsible for ensuring and maintaining WebEOC interface between the Town's EOC and Beaufort County's EOC;
- Anticipates and coordinates issues with the Logistics Section Manager.

**Position: Feeding Operations Group**

**Reports to: Assistant Logistics Section Manager**

Job Responsibilities:

- Responsible for feeding operations at all on-island facilities activated during incident response;
- Interface as necessary with Base Camp Feeding Operations Group to ensure appropriate staff and adequate food supplies.

**Position: Transportation Group**

**Reports to: Assistant Logistics Section Manager**

Job Responsibilities:

- This position will be filled by one of the Town's Fire and Rescue Battalion Chiefs;
- Ensure appropriate vehicles and operators are available to accomplish

- necessary movement of operational personnel, supplies and equipment;
- Ensure appropriate vehicles and operators are available to accomplish evacuations of citizens to Hilton Head Island Airport;
- Ensure appropriate fuel, supplies and maintenance personnel are available to sustain all vehicle operations.

**Position: Debris Management Group**

**Reports to: Assistant Logistics Section Manager**

Job Responsibilities:

- Coordinate equipment support for on-island personnel engaged in emergency debris removal operations;
- Coordinate utility company assistance for on-island personnel engaged in emergency debris removal;
- Supervise the Debris Monitor and Hauler when represented in the EOC, at staging, emergency push operations and debris hauling/removal including at DMS locations.

**Position: Equipment and Supplies Group**

**Reports to: Assistant Logistics Section Manager**

Job Responsibilities:

- Handles requests for needed equipment and supplies not including vehicles, fuel and personnel;
- Works closely with the Assistant Logistics Section Manager, Finance's Procurement Group to ensure sufficient equipment and supplies are on hand or purchased to support an operation;
- Communicates the need for numbers of personnel to distribute equipment and/or supplies to the Assistant Logistics Section Manager;
- Coordinates the distribution of the equipment/supplies;
- If unable to fulfill a request, reports the issue to the Assistant Logistics Section Manager to allow for the fulfillment of the request to go to the Beaufort County EOC.

**Position: EOC Group**

**Reports to: TBD**

Job Responsibilities:

- Five Personnel assigned to the EOC to assist or fill in EOC positions.

**Position: Finance Section Manager**

**Reports to: Incident Manager**

Job Responsibilities:

- Responsible for all financial and cost analysis aspects of the incident;
- Ensure that all personnel time records are accurately completed and processed;
- Track all expenditures, financial obligations, personnel on emergency assignment and complete all associated paperwork;
- At conclusion of incident or when requested, supply all pertinent records to Planning Section;
- May or may not be physically located in the EOC;
- Support emergency purchasing.

**Position: Procurement Group****Reports to: Finance Section Manager**

## Job Responsibilities:

- Purchases equipment and supplies needed to support response operations;
- Maintains communications with personnel requesting equipment/supplies providing status updates on purchases.

**Position: Cost/Time Tracking Group****Reports to: Finance Section Manager**

## Job Responsibilities:

- Tracks expenses;
- Prepares daily summaries for the Finance Section Manager, the Incident Manager and Policy Group of total monies spent to date;
- Tracks personnel time assigned to response operations including overtime.

**Position: Planning Section Manager****Reports to: Incident Manager**

## Job Responsibilities:

- Responsible for the collection, evaluation, dissemination, and use of information about the development of the incident and status of all resources;
- Has an understanding of the current situation, predicts the probable course of incident events and prepares alternative strategies for the incident;
- Completes IAP;
- Determines which groups in the Planning Section need to be activated based off of the needs of the incident;
- Compile and display incident status information;
- Prepare and implement the demobilization plan.

**Position: Incident Action Plan Group****Reports to: Planning Section Manager**

## Job Responsibilities:

- Assist Planning Section Manager in development of IAP;
- Assist Planning Section Manager in analyzing Disaster Intelligence to predict probable incident developments/project potentially necessary operational changes;
- Assist Planning Section Manager in preparing alternative strategies for current and projected operations.

**Position: Disaster Intelligence Group****Reports to: Planning Section Manager**

## Job Responsibilities:

- Responsible for the collection, processing and organizing of all incident related information;
- Prepare SitRep's for general use based upon information collected;
- Provide information to IAP Group for use in developing the IAP;
- Provide information to the Incident Manager for use in formulating strategy;
- Provide information to the PIO for use in composing press releases;
- Coordinates Windshield Assessment Survey.

**Position: Historian & Records Group**

<b>Reports to: Planning Section Manager</b>
<p>Job Responsibilities:</p> <ul style="list-style-type: none"> <li>• Maintain EOC activity log;</li> <li>• Document decisions and incoming/outgoing requests;</li> <li>• Assist Incident Manager and Division Manager's in follow-up of requests when needed;</li> <li>• Responsible for maintenance/preservation of all incident related files;</li> <li>• Assist Finance Division in cost tracking/documentation when needed.</li> </ul>
<b>Position: Response Group (Base Camp)</b>
<b>Reports to: Fire/EMS Division</b>
<p>Job Responsibilities:</p> <ul style="list-style-type: none"> <li>• Managed by a Town of Hilton Head Island Fire and Rescue Battalion Chief and Bluffton Township Fire District;</li> <li>• Manages and oversees the deployment of Base Camp assets in the event an incident were to occur in and around Base Camp;</li> <li>• If communication is lost with the Town's EOC, one Battalion Chief becomes the Deputy Incident Manager for Operations.</li> </ul>
<b>Position: Traffic/Access Control Function</b>
<b>Reports to: Law Enforcement Division</b>
<p>Job Responsibilities:</p> <ul style="list-style-type: none"> <li>• This function is managed by the Beaufort County Sheriff's Office in accordance with their procedures and policies;</li> <li>• This information is provided in this document to provide awareness of Beaufort County Sheriff's responsibilities during an event.</li> </ul>
<b>Position: Response Function</b>
<b>Reports to: Law Enforcement Division</b>
<p>Job Responsibilities:</p> <ul style="list-style-type: none"> <li>• This function is managed by the Beaufort County Sheriff's Office in accordance with their procedures and policies;</li> <li>• This information is provided in this document to provide awareness of Beaufort County Sheriff's responsibilities during an event.</li> </ul>
<b>Position: Base Camp Director</b>
<b>Reports to: Incident Manager</b>
<p>Job Responsibilities:</p> <ul style="list-style-type: none"> <li>• Overall responsibility for the administration of base camp</li> <li>• Member of the Advance Team to set-up and establish base camp operations;</li> <li>• Establish and manage Base Camp Command Center/Alternate Town EOC;</li> <li>• Liaison to the Town's EOC and Beaufort County EOC;</li> <li>• Requests resources needed to the Town's EOC and/or the Beaufort County EOC;</li> <li>• Provides SitRep's to the Town's EOC;</li> <li>• Ensures communication is maintained between the Town's EOC and Beaufort County EOC;</li> <li>• Ensures that mission requests are fulfilled;</li> <li>• When instructed by the Town's Incident Manager, will begin re-entry or</li> </ul>

<p>relocation procedures;</p> <ul style="list-style-type: none"> <li>• If communication is lost with the Town's EOC, becomes the Incident Manager and implements the necessary structure in order to support overall Incident Management.</li> </ul>
<p><b>Position: Base Camp Operations Manager</b></p>
<p><b>Reports to: Base Camp Director</b></p>
<p>Job Responsibilities:</p> <ul style="list-style-type: none"> <li>• The Base Camp Operations Manager is responsible for appropriate sanitation and facility management services at any Town established Base Camp locations;</li> <li>• Ensures equipment is checked and trailers are loaded;</li> <li>• Ensures fuel is in the emergency generator and fuel truck;</li> <li>• Ensures the set up Base Camp;</li> <li>• Develop SOP's or SOG's in setting up of the facility, feeding schedules, accountability, information sharing within camp, janitor duties and EMT's/Paramedics to staff the medical area;</li> <li>• Develop the appropriate Groups needed to support Base Camp Operations;</li> <li>• Requires extensive coordination with the Town's EOC;</li> <li>• See the Evacuation and Re-entry appendix for more details.</li> </ul>
<p><b>Position: Public Information Officer (Base Camp)</b></p>
<p><b>Reports to: Base Camp Director/Town's EOC PIO</b></p>
<p>Job Responsibilities:</p> <ul style="list-style-type: none"> <li>• Provides oversight and coordination of media housed at Base Camp;</li> <li>• Act as primary spokesperson for the Town if the media arrives at Base Camp;</li> <li>• Liaison between the Town's EOC and Base Camp Director communicating issues and pertinent information relevant to the event;</li> <li>• Assists the PIO (EOC) in duties.</li> </ul>
<p><b>Position: Debris Management Group</b></p>
<p><b>Reports to: Base Camp Director</b></p>
<p>Job Responsibilities:</p> <ul style="list-style-type: none"> <li>• Provides oversight of the Debris Monitor and Debris Hauler located housed in or near Base Camp;</li> <li>• Communicates status of Monitor and Hauler to Base Camp Operations Manager and/or Base Camp Director informing of readiness or issues;</li> <li>• Communicates and coordinates with the Town's EOC Debris Management Group.</li> </ul>
<p><b>Position: Facility Liaison (USCB, TCL, Barnwell)</b></p>
<p><b>Reports to: Base Camp Director</b></p>
<p>Job Responsibilities:</p> <ul style="list-style-type: none"> <li>• USCB, TCL or Barnwell staff assigned to the facility to assist the operation;</li> <li>• If a USCB, TCL or Barnwell staff member is not available, the Base Camp Director will assign this position.</li> </ul>
<p><b>Position: Communications Group</b></p>
<p><b>Reports to: Base Camp Director</b></p>
<p>Job Responsibilities:</p>

- Ensures external communications are established and maintained at Base Camp to the Town's EOC, Beaufort County's EOC and Station 4/7 (Beaufort County staff utilizing the Beaufort County Communications Trailer);
- Ensures internal communications are established and maintained within Base Camp working closely with the Base Camp Operations Manager;
- Ensures communication is established and maintained for those units who are deployed to an incident from Base Camp.

**Position: Logistics Manager**

**Reports to: Base Camp Operations Manager**

Job Responsibilities:

- This position provides oversight for specific positions within Base Camp. Report to the Base Camp Operations Manager for internal Base Camp logistical issues and activities;
- Coordinate Base Camp requests with the Town's EOC Assistant Logistics Manager;
- Maintain Base Camp Operations by ensuring shower and sanitation are clean and usable, feeding and work schedules, sleep schedules if needed, etc.

**Position: Personnel Accountability/Safety Group**

**Reports to: Base Camp Operations Manager**

Job Responsibilities:

- Implement a personnel accountability system to track all personnel coming and leaving the facility(ies) from all agencies;
- Acts as Base Camp Safety Officer;
- Ensure that personnel accountability is maintain through out the entire stay at Base Camp;
- If communication is lost with the Town's EOC, becomes the Fire/EMS Division Leader.

**Position: Facility Medical Group**

**Reports to: Base Camp Operations Manager**

Job Responsibilities:

- Provide basic medical care to those residing at base camp;
- Assist Base Camp Manager in monitoring hygienic and sanitary conditions.

**Position: Decon Group**

**Reports to: Base Camp Operations Manager**

Job Responsibilities:

- Establishes and maintains a personnel decon location for personnel at Base Camp;
- Ensures the general cleanliness of personnel before re-entering Base Camp buildings; i.e. Mud is removed from clothing/boots.

**Position: Site Security Group**

**Reports to: Base Camp Operations Manager**

Job Responsibilities:

- The Base Camp Operations Manager will assign law enforcement officers to establish and ensure the safety of Base Camp;

- Maintains law and order at Base Camp;
- Reports issues to the Base Camp Operations Manager.

**Position: Feeding Operations Group**

**Reports to: Base Camp Logistics Manager**

Job Responsibilities:

- Ensure the Southern Baptist Convention has a place to set up and store water, food in an appropriate manner;
- Establish and implement feeding schedules.

**Position: Vehicle Tracking & Parking Group**

**Reports to: Base Camp Logistics Manager**

Job Responsibilities:

- Prepares parking lots for the arrival of vehicles;
- Directs vehicles to the appropriate parking area keeping in mind to expect fire trucks, ambulances, police cars, buses, small vehicles, trailers and personal vehicles;
- Tracks which vehicles leave and return Base Camp parking areas.

**Position: Facility Maintenance Group**

**Reports to: Base Camp Logistics Manager**

Job Responsibilities:

- Keeps facility clean to include toilets, hallways, kitchen/feeding/eating areas;
- Reports inappropriate sanitary conditions to the Base Camp Logistics Manager;
- Ensures stocking of toilet paper and paper towels.

**C. Personnel Involved in Recovery Operations**

Town Council is the governing body that will:

- Develop policy and strategy;
- Disseminate policy guidance and direction through the Town Manager;
- Provide interface to the media and public;
- Act as liaison with State and Federal officials as required.

In addition, the Mayor has the following authority:

- Enforces a curfew (Ord. No. 83-7, 10-3-83);
- Proclaims the end of a state of emergency (Ord. No. 83-7, 10-3-83);
- Authorizes re-entry for residents;
- Call emergency Town Council meetings.

The Town Manager has the following authority:

- Overall responsibility for all functions of the recovery process;
- Provides direction to Recovery Manager to ensure implementation of recovery policy directives and strategic decisions.

Recovery Manager:

- Represents the Town of Hilton Head Island in the County Emergency Operations Center during the disaster;
- Responsible for the overall management and strategic direction of recovery activities;
- Globally retains recovery oversight and implements policy directives;
- Focuses on dealing with executive and administrative matters as well as external relations;
- Ensures multi-agency/inter-agency coordination is accomplished effectively;
- Coordinates meetings and activities for Recovery Team;
- Provides briefings, approves press releases, ensures appropriate messages to the community and requests for additional resources or for the release of resources;
- Determines which groups need to be activated based off the needs of the incident.

Assistant Recovery Manager:

- Oversees the physical operations within the Town during recovery including Community Restoration, Finance, Government Liaison, Operational Support, and Employee Support;
- During Response Operations, liaison between the Incident Manager to ensure a smooth transition from Response to Recovery;
- Ensures cooperation on the part of all Town departments;
- Assists in determining which groups need to be activated based on the needs of the incident;
- Determines initial location for the Recovery Operations Center;
- Determines initial equipment/supplies necessary for commencement of Recovery Operations;
- Ensures communication flow between Recovery Manager and Section Heads;
- Ensures communication flow between Business Restoration Coordinator and the Town;
- Coordinates with the Public Information Officer.

Legal:

- Provides legal analysis of the recovery program;
- Reviews recovery plans and procedures;
- Advises on recovery resolutions and/or ordinances;
- Provides legal advice.

Policy Group (Town Manager, Assistant Town Managers, Mayor, Town Attorney, Town Council):

- Provides overall strategic direction and advisement for all municipal government activities related to the recovery from a major disaster;

- Provides executive guidance to the overall recovery activities of the Town; develop broad-based, high-level strategies, approaches and philosophies;
- Remains informed of all developing activities in support of recovery operations;
- Makes recommendations to the Town Manager and Disaster Recovery Commission;
- Develops and maintain a Disaster Recovery Strategy;
- Liaison to Town Council.

Public Information Officer:

- Oversees the release of public information during recovery;
- Ensures appropriate notifications are made to residents, visitors and outside governmental agencies;
- Provides guidance through the media by developing and releasing information once approved by Recovery Manager;
- Acts as central point for distributing public information.
- Updates the 1-800 call back number recording and the public website.

Business Restoration Coordinator:

- Acts as a communication liaison between all businesses and Town government on recovery issues;
- Coordinates information with PIO.

Community Restoration Coordinator:

- Oversees all damage assessment, emergency permitting, and redevelopment during recovery;
- Coordinates information with PIO;
- Coordinates with Public Facilities Section on similar issues.

Damage Assessment Coordinator:

- Provide an estimate of the impact of a disaster so relief and assistance can begin in an organized and systematic manner. This information may provide the basis for both state and federal disaster declarations.
- Oversees all damage assessment operations during recovery through the preliminary and detailed damage assessments;
- Prepares all necessary paperwork as it relates to the damage assessments for review by the Policy Group and then submission to the Federal Government;
- Prepares daily damage assessment reports;
- Provides guidance to assessors.

Emergency Permitting Coordinator:

- Oversees all emergency permitting operations during recovery.

Redevelopment Coordinator:

- Oversees all redevelopment operations during recovery.

Public Facilities Coordinator:

- Oversees all debris management and emergency infrastructure repair;
- Oversees Debris Management Plan
- Provides briefings of the status of debris removal to the Recovery Manager, Assistant Recovery Manager and the Policy Group;
- Addresses citizen concerns/complaints as it relates to the removal of debris;
- Coordinates with Community Restoration Section on similar issues.

Debris Management Coordinator:

- Oversees debris management operations by providing oversight of the Debris Monitor and Hauler during recovery;
- Briefs the Public Facilities Coordinator on the progression of the debris removal;
- Works closely with the Public Assistance and Grants Coordinator by providing the appropriate paperwork as it relates to Debris Operations.

Emergency Infrastructure Repair Coordinator:

- Oversees all infrastructure repair operations during recovery;
- Coordinates with all utility companies.

Finance Coordinator:

Following disaster situations, the Town must keep accurate records of expenditures and other actions taken to insure maximum reimbursement for losses and expenses incurred in the recovery process. The Finance Coordinator is responsible for the following:

General Responsibilities:

- Oversees all financial and cost analysis aspects of the incident;
- Ensures all personnel time records are accurately completed and processed;
- Tracks all expenditures, financial obligations, personnel on recovery assignment and completes all associated paperwork;
- Coordinates information with PIO;
- Establishes guidelines and standard operating procedures to be used by Town personnel for tracking, submitting, and approval of expenses;
- Establishing and coordinating a record keeping system which will reflect all disaster related expenditures and costs;
- Oversees all business licenses for new businesses

Federal Reimbursement / Public Assistance / Grants:

The Finance Coordinator oversees coordination with the County and the State for financial assistance to repair / replace public infrastructure and facilities.

- Oversees all records and documentation necessary for Federal or State reimbursement to the Town;
- Works with all Sections for proper documentation required by a grant application;
- Follows up on the activities proposed in the hazard mitigation plan, grant development, tracking (handling reimbursement requests, etc.), and coordinating post disaster meetings of the Hazard Mitigation Planning Committee.

Government Liaison:

- Facilitates a smooth transition between response and recovery;
- Coordinates information with PIO;
- Oversees liaison with other governmental agencies involving Mass Care, Security, and Disaster Recovery Centers;
- Oversees liaison with other governmental agencies and Beaufort County United Way involving Donations/Volunteers;
- Oversees liaison with other governmental agencies acting as Transportation Coordinator to transport staff to damaged areas or site offices during recovery and for public transportation of residents to shelters.

Employee Support Coordinator:

- Oversees staff reassignment and procurement of additional personnel resources to perform various recovery-related duties;
- Addresses staff needs (housing, day care, etc.) during recovery.

Operational Support Coordinator:

- Oversees procurement of resources for staff operations (equipment, supplies, food, vehicles, buildings, reassignment of staff) for recovery operations.

*Debris Consultant/Contractor Duties during Recovery*

<b>Position: Debris Monitoring Consultant</b>
<b>Reports to: Debris Management Group</b>
Station (Cat.3 storm or less): USCB
Station (Cat.4 or 5 storm): Off-island (Barnwell HS)
Role: <ul style="list-style-type: none"><li>• To monitor and document the debris management operation on behalf of the Town</li></ul>
Responsibilities: <ul style="list-style-type: none"><li>• Facilitate communication with the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), State of South Carolina, and other state and federal agencies;</li><li>• Notify the Town of any changes to FEMA guidelines or regulations;</li><li>• Provide coordination with state insurance representatives</li><li>• Provide estimates of debris;</li><li>• Provide input for collection and reduction strategies;</li><li>• Provide site monitoring of debris collection;</li><li>• Monitor to ensure that debris collection contractors are in assigned areas, contractors are collecting eligible debris, identifying and correcting ineligible debris operations, and that contractors are performing tasked operations within their scope of services;</li><li>• Monitor private property debris removal and/or demolition activities;</li><li>• Provide monitoring of Debris Management Site(s), to include collection of environmental baseline data, per local, state, and federal requirements;</li><li>• Monitor site development and restoration of the DMS used for the operation;</li><li>• Scheduling work for all team members and contractors on a daily basis;</li><li>• Accurately measure, certify and document the capacities of all debris contractor trucks that are added into service and recertify on a regular basis;</li><li>• Provide and track Load Tickets;</li><li>• Enter load tickets into a database or spreadsheet application;</li><li>• Ensure debris hauler's trucks are accurately credited for their loads;</li><li>• Ensure debris hauler's trucks are not artificially loaded;</li><li>• Ensure that hazardous wastes are not mixes in debris loads;</li><li>• Ensure that only debris specified in the contract is collected;</li><li>• Validate and document hazardous trees, including hangers, leaners, and stumps;</li><li>• Provide daily debris collection reports;</li><li>• Provide data compilation and management services;</li><li>• Coordinating daily briefings, work progress, staffing issues, and other key items with the Town;</li><li>• Providing the scheduling, dispatching, and logistical operations of the field monitors/inspectors assigned to all work areas of debris clean-up;</li></ul>

- Acquiring, hiring, training, deploying, and supervising properly equipped monitors/inspectors;
- Ensure safety practices are in compliance with local, state, and federal guidelines;
- Prioritizing recovery workload daily;
- Report if debris removal work does not comply with all local ordinances, and state and federal regulations;
- Responding to problems in the field, including residential or commercial property damage claims during the process of debris removal;
- Establish a web site and/or telephone claim reporting system with a local or toll-free number, and provide staff for the professional management of receiving telephone complaints or damage claims and investigate the complete documentation of claims;
- Comprehensive review, reconciliation and validation of debris removal contractor(s) invoices prior to submission to the Town for processing;
- Assist the Town with reimbursement discussions and applications;
- Final report and appeal preparation and assistance in any appeal process;
- Provide GIS mapping and analysis.

**Position: Debris Removal Contractor**

**Reports to: Debris Management Group**

Station (Cat.3 storm or less): EOC

Station (Cat.4 or 5 storm): Off-Island (Barnwell HS)

**Role:**

- To serve as Town's primary contractor in clearing, removing, reducing and disposing of disaster related debris.

**Responsibilities:**

- Provide estimated Minimum Level of Service Commitments and/or Action Plan(s) based on initial assessments;
- Active sub-contractors as necessary;
- Provide barge and ferry services sufficient to transport equipment, personnel, and debris to and from the island if bridges fail;
- Develop Debris Management Site(s);
- Perform testing and permitting for Debris Management Site(s);
- Operate Debris Management Site(s) in a safe and efficient manner;
- Closure and reclamation of Debris Management Sites;
- Removal of eligible debris from road rights of way;
- Removal of eligible debris from drainage easements;
- Removal of eligible debris via rights of entry;
- Loading and segregating eligible debris;
- Reducing debris via grinding, chipping, burning, or compaction;
- Disposal of debris at an approved site;
- Recycling debris where practical;
- Screening sand and replacing on the beach;
- Negotiate additional services as may be needed;
- Provide the Town with daily reports;

- Retain project records for 3 years.

*Private Developments and Utilities Duties*

**Position: PUD / POA Managers**

**Representing property owner's associations**

Role:

- Coordinate with the Town in the representation of private property owner groups

Responsibilities:

- Works with homeowners to clear out private communities;
- Adheres to memorandums of agreements with the Town on the Town's responsibilities to clear out private streets, right-of-ways, and easements.

**Position: Private Utilities**

**Water and Sewer, Electric, Communications, and Cable Utilities**

Role:

- Coordinates with the Town in the access, protection, and repair of their facilities after a disaster.

Responsibilities:

- Clears debris from established utility easements;
- Repairs utility lines once debris is cleared and line is accessed.

*County, State and Federal Government Duties*

**Position: Beaufort County**

**Emergency Management**

Role:

- Beaufort County Emergency Management will act as the liaison to the State South Carolina in order to ensure that statutory authorities are followed.

Responsibilities:

- When needed, support local municipal debris operations with timely, effective deployment of county resources;
- Coordinate support from adjacent counties not impacted by the event as well as state and federal forces;
- Coordinate execution of the various Emergency Support Functions of the County's plan to the maximum extent possible with the emergency activities of the local governments, state government, private agencies and organizations and organizations of the federal government;
- Operate the County Emergency Operations Center;
- Maintain surveillance of potentially threatening conditions to and within the area in coordination with state and federal agencies and direct appropriate warning and preparedness actions;
- Advise local government officials of the severity and magnitude of the emergency/disaster situation through Situational Reports.

**Position: Beaufort County**

**Public Works / Solid Waste**

## Responsibilities:

- Adhere to Mutual Aid Agreement with the Town regarding road clearing within the limits of the Town;
- When required, support local municipal disaster operations with timely, effective deployment of County resources;
- Coordinate restoration and recovery operations when local government resources are exhausted;
- Assess local needs and coordinate support from adjacent counties not impacted by the event as well as State and Federal resources;
- Coordinate with SCDOT on the clearing of major thoroughfares and highways.

**Position: State of South Carolina****Division of Emergency Management**

## Role:

- Overseeing the state's preparedness, response, recovery and mitigation activities related to emergencies and coordination efforts with emergency management personnel at the local, county and federal levels.

## Responsibilities:

- When needed, support local government disaster operations with timely, effective deployment of State resources;
- Assess local needs and coordinate support from adjacent States and the Federal government as necessary and appropriate;
- Support of the emergency management needs of all counties by developing reciprocal intra- and inter-State mutual aid agreements, in addition to, assistance from the Federal Emergency Management Agency (FEMA) and Department of Homeland Security (DHS);
- Mobilize and utilize allocated and available resources to meet emergency or disaster requirements;
- Assist Federal representatives in providing emergency response or disaster assistance within the affected areas;
- Operate the State EOC;
- Maintain surveillance of potentially threatening conditions to and in South Carolina and direct appropriate warning and response actions.

**Position: State of South Carolina****Department of Transportation**

## Role:

- Owns rights of way and critical infrastructure (roads and bridges) on the island

## Responsibilities:

- South Carolina DOT is responsible for the restoration and repair of State maintained roads and bridges;
- Provide timely inspection all DOT maintained bridges to and on the island for structural damage and soundness immediately after a storm;
- Remove debris from Interstates, and other state-maintained routes on the mainland;
- Adhere to Memorandum of Agreement regarding road clearing of DOT

maintained roads within the Town and from the Town's Debris Removal Contractor's staging sites off island.

**Position: US Government - Department of Homeland Security**

**FEMA - Federal Emergency Management Agency**

Role:

- Assist eligible applicants to remove debris from public and private property following a Presidential disaster declaration.

Responsibilities:

- Determine if applicant's debris removal is necessary to eliminate the immediate threats to public health and safety; eliminate threats of significant damage to improved public or private property; ensure the economic recovery of the affected community to the benefit of the community-at-large;
- Determine if the applicant's debris is the direct result of the disaster and in the disaster area, as well as determine if the applicant has legal responsibility to remove the debris;
- Reimburse applicants to remove eligible debris or provide direct Federal assistance if the Town, County, or State cannot perform or contract the debris removal work.

**USCG - United States Coast Guard**

Role:

- Oversees the emergency removal of oil and hazardous materials from the coastal zone;
- Authorized under the CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) and the Clean Water Act to respond to actual or potential discharges of oil / hazardous substances, pollutants, and contaminants that may endanger public health or the environment as it relates to the coastal zone.

Responsibilities:

- Provides pre-designated Federal On-Scene Coordinators (FOSCs) to conduct emergency removals of oil and hazardous materials;
- Removes oil and hazardous materials through containment, stabilization, decontamination, collection, and final disposal methods;
- Responsible for keeping waterways safe and open.

**Position: US Government - Department of Defense**

**USACE – United States Army Corps of Engineers**

Role:

- Authorized under the WRDA (Water Resources Development Act) of 1976 to collect and remove drift and debris from publicly maintained commercial harbors, and the land and water areas immediately adjacent to the harbors;
- Authorized under the River and Harbor Act of 1899 to remove sunken vessels or obstructions from navigable waterways under emergency conditions;
- Authorized under the Flood Control and Coastal Emergencies to provide assistance for debris removal from flood control works (or structures designed and constructed to have appreciable and dependable effects in preventing damage by irregular and unusual rises in water level).

**Position: US Government – Department of Agriculture**

**NRCS – Natural Resources Conservation Services**

Role:

- Authorized under the EWP (Emergency Watershed Protection Program) to clean up debris from either runoff retardation or soil erosion prevention that is causing a sudden impairment in the watershed creating an imminent threat to life or property.

Responsibilities:

- Provides funding with public and private landowners eligible for assistance through an agreement.

**APHIS – Animal, Plant, and Health Inspection Service**

Role:

- VS (Veterinary Services) program authorized by Animal Health Protection Act to provide for removal and burial of diseased animal carcasses;
- PPQ (Plant Protection and Quarantine) program authorized to manage issues related to the health of plant resources.

Responsibilities:

- Regulate and monitor plants to reduce the risk of introduction and spread of invasive species;
- Work with public and private lands to provide assistance to manage animal and plant health by collecting and providing information, conducting treatments, and providing technical assistance.

**Position: US Government – Environmental Protection Agency (EPA)**

Role:

- Authorized under the CERCLA (Superfund) and the Clean Water Act to respond to discharges of oil and potential hazardous substances, pollutants and contaminants that may be a imminent or substantial danger to the public health and welfare; EPA has responsibility for responses in the inland zone (USCG has responsibility in the coastal zone);
- Authorized to establish standards for proper management of debris (hazardous and non-hazardous) after emergencies / disasters.

Responsibilities:

- Removes oil and hazardous materials through containment, stabilization, decontamination, collection, and final disposal methods;
- Establishes minimum regulatory standards that are implemented by the State that may impact the management of debris (i.e., Clean Air Act requirements apply to asbestos-containing debris).

**Position: US Government – Department of Transportation**

**FHWA – Federal Highway Administration**

Role:

- Authorized from the Highway Trust Fund to support the repair or reconstruction of Federal-aid highways and roads on Federal lands which have suffered serious damage as a result of a disaster or failure;
- Works with the States to distribute ER funds for reimbursement of debris removal on Federal-aid highways for the first 180 days following an emergency event.

**Position: US Government – Department of Commerce**

**NOAA – National Oceanic and Atmospheric Administration**

Role:

- Authorized through the Coastal and Geodetic Survey Act of 1947 and the Hydrographic Services Improvement Acts of 1998 and 2002 to be directly involved in programs to assess and remove hazards and debris; NOAA does not fund debris removal.

## VI. DEBRIS OPERATIONS RESPONSE AND RECOVERY CONTINUUM

This continuum only illustrates a Hurricane that is a Category 1 to 3; not a lesser scaled Tropical Storm or other disaster types. For non-debris related operations, see the Town's Emergency Operations Plan – Basic Plan and the Recovery Strategy.

Who Completes	Response	Recovery
Emergency Personnel (Task Forces 4, 7 and EOC), Essential Personnel and Contractor(s)	Activation of the Emergency Operations Center, Task Force 4, 7 and EOC	
Emergency and Essential Personnel	Evacuation to Base Camp	
Citizens, Visitors, Non Essential Personnel	Evacuation	
Emergency Personnel (Task Forces 4, 7 and EOC) and Contractor	Emergency Push	
Emergency Personnel (Task Forces 4, 7 and EOC)	Critical Facility Windshield Survey	
Emergency Personnel and Contractor	Emergency Push from Base Camp	
Emergency and Essential Personnel	Re-Entry of Base Camp Personnel	
Contractor	Road Clearance and Debris Removal	
Essential personnel	Activation of the Recovery Operations Center	
Emergency Personnel	All Island Windshield Survey	
Town Staff	Impact (Disaster) Assessment / Preliminary Damage Assessment	
Town Staff	Detailed Damage Assessment	
Citizens, Visitors and Non-Essential Personnel	Return	

The above items are provided as a framework for the establishment of response and recovery transitional periods. However, the event may dictate changing the transitional period. This chart is not intended to represent all activities that occur during response and recovery periods.

## **VII. EMERGENCY COMMUNICATIONS PLAN**

The emergency communication plan for Response Operations is listed in *Town of Hilton Head Island's Emergency Operations Plan - Basic Plan*.

The emergency communication plan for Recovery Operations is listed in the *Town of Hilton Head Island's Disaster Recovery Strategy*.

## **VIII. HEALTH AND SAFETY PLAN AND PROCEDURES**

During debris removal and management operations, the Town staff and the Town's contractors' staff will comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the *Occupational Safety and Health Act of 1970* and under Section 107 of the Contract Work and Safety Standards Act.

The Town's Debris Monitor and Removal Contractor, along with any Town personnel are required to wear safety equipment whenever on a debris management site. A hard hat, reflective vest, safety shoes, long pants, appropriate cold and rainy weather clothing, eye and hearing protection are mandatory for personnel on a debris management site.

## **IX. TRAINING SCHEDULE**

Hurricane Season for the Atlantic Coast technically runs from June 1<sup>st</sup> through November 30<sup>th</sup>. This season is the most likely time that a natural debris generating disaster will occur within the Town of Hilton Head Island. The Engineering Division, Debris Monitoring Firm, Debris Removal Contractor and the Emergency Management Division plan to meet once a year prior to hurricane season (in April or May) for a two or three day workshop to train staff employees, private unit development managers, and local utility companies.

## **X. RESPONSE OPERATIONS**

### **A. The Town of Hilton Head Island**

The Town response operations are defined as part of the Town's *Emergency Operations Plan - Basic Plan, Evacuation and Re-Entry Appendix and the Hurricane Annex*. Dependent on the severity of the storm, it is assumed that if a hurricane event is predicted, personnel will stay on the Island if the storm is a Category 3 or lower at Fire Stations 4, 5 and 7 and the Emergency Operations Center while all other emergency personnel will relocate to University of South Carolina – Beaufort Campus (USCB) in Bluffton, SC. If a Category 4 or higher storm is predicted, all emergency and essential personnel will be relocated to Barnwell High School.

During a Category 1 to 3 storm, the Town's EOC may remain open to oversee emergency operations. Station 4, 5 and 7 may be staffed to provide emergency services until it is determined that it is no longer safe and to assist in clearing roads as soon as the storm passes. USCB will be used to house emergency services personnel/equipment and will serve as Southern Command for Beaufort County being led by the Town's Fire and Rescue personnel. If necessary, transfer of overall command of Town operations will occur from the Town's EOC on the Island to Town personnel housed at Base Camp.

The evacuation and base camp facility addresses are shown below:

- Emergency Operations Center (EOC) – 21 Oak Park Drive
- Dispatch – 21 Oak Park Drive
- Hilton Head Island PSD 1 - 21 Oak Park Drive
- Fire Station 4 - 400 Squire Pope Road
- Fire Station 5 - 20 Whopping Crane Way
- Fire Station 7 - 1001 Marshland Road
- USCB – One University Boulevard, Bluffton, SC
- Technical College of the LowCountry (TCL) – Used to house overflow personnel - 921 Ribaut Road, Beaufort, SC
- Barnwell High School – 474 Jackson Street, Barnwell, SC

#### **B. Debris Monitoring Firm**

If the storm event is forecasted to be a Hurricane Category 1 – 3, the Town's Debris Monitoring Firm will assign a pre-designated, agreed upon numbers of personnel and their primary liaison at the Base Camp at USCB. Due to space constraints, the Town will not be able to accommodate Debris Monitoring Firm personnel at the EOC.

If a Category 4 or higher storm is predicted, the Debris Monitoring Firm personnel will be relocated to Barnwell High School.

#### **C. Fire and Rescue Personnel (Stations 4, 5, 7 and EOC) and Debris Removal Contractor**

At the direction of the Town's Incident Manager, and if possible, prior to an event, the Debris Removal Contractor (Contractor) will pre-stage equipment and personnel necessary for the emergency push of debris from roadways. If the event is forecasted to be a Hurricane Category 1 – 3, the Contractor will pre stage one (1) push team at three (3) designated locations in the Town if deemed safe and practical by the Town and the Contractor based on the anticipated event. These locations are identified below:

- Emergency Operations Center (EOC) or Fire Station 5 (will be decided by Incident Manager)

- Fire Station 4
- Fire Station 7

The three (3) push teams will each contain at a minimum, one (1) supervisor, one (1) chainsaw crew, and one (1) rubber tire loader or skid steer loader. The Contractor's project manager will be assigned to the Town's EOC. In addition, the Contractor will pre-stage approximately fifty (50) pieces of equipment and fifty (50) personnel at a site arranged by the Contractor that is convenient to USCB for the initial push if the event is anticipated to be a Hurricane Category 1 – 3. The Contractor will place a representative in the Town's Base Camp Command Center at USCB.

If the storm event is anticipated to be a Hurricane Category 4 or 5, the Contractor will pre-stage the same levels of personnel and equipment described for a Category 1 – 3. However, they shall be staged at a location convenient to Barnwell High School located in Barnwell County, SC.

The Town has prioritized the emergency push and the clearance of debris during response operations based on the following criteria:

- Push debris from Fire Stations 4, 7, and EOC to the Hilton Head Airport and major traffic routes to help facilitate search and rescue operations;
- Establish the ability for the ingress/egress of fire/rescue and police;
- For Fire and Rescue to complete a windshield survey of critical facilities to determine how soon critical services can be re-established; to determine the need for County, State and Federal assistance and to begin outlining the Town's needs during Recovery Operations.

Only at the direction of the Incident Manager, Deputy Incident Manager of Operations or the Base Camp Director will teams proceed with the emergency push of debris when the storm has passed.

Once the storm has passed, units located at Station 4, 7 and the EOC (or Station 5) will be assigned to push debris to the side of the road on 278, Business 278 and at the Hilton Head Airport. The EOC Contractor units may be held in reserve at the EOC and provided specific instruction once the storm passes.

***All units completing emergency debris push operations must refrain from crossing any bridge or causeway until deemed safe to cross. Additionally, emergency push operations will not begin until the power has been confirmed to be off.***

At any time, the Incident Manager or Deputy Incident Manager of Operations may direct all units operating out of their respective locations to complete search and rescue duties for those residents who may have decided to stay.

Once the emergency push of debris from 278, Business 278 and at the Hilton Head Airport is complete, Fire and Rescue personnel, along with the Contractor, will begin clearing debris while accessing critical facilities to complete a windshield survey. The windshield survey will determine the extent of damage to critical facilities on the Island. The critical facilities have been pre-determined to be necessary to facilitate recovery operations. No other facilities are to be assessed unless otherwise directed by the Incident Manager, Deputy Incident Manager for Operations or Base Camp Director. (See Fire and Rescue SOG on Windshield Survey.) Once Base Camp resources have arrived on the Island, daily Incident Action Plans will be developed to outline the duties and responsibilities of Fire and Rescue Personnel and the Contractor involved in the clearing of debris.

The Town's Incident Manager has ultimate control over the clearing of debris to critical facilities during Response Operations. The number one goal will be the safety of personnel. Critical Facilities could present many challenges to personnel and their safety due to possible live electrical wires, hazardous materials and any unknowns that may be unearthed as crew's clear debris. For this reason, careful consideration has been given to the list of critical facilities and what roads will be cleared and which critical facilities will be accessed to perform the windshield survey. The only authorized means of getting which roads to clear or which facilities to assess is from the Emergency Operations Center or the Recovery Operations Center through the appropriate chain of command.

Road Clearing Priorities to Critical Facilities are subject to change due to the event may dictate what activities personnel must engage in during Response Operations. If all priorities are not able to be addressed during Response Operations, the possibility exists that these activities may need to occur during Recovery Operations.

Below is a list of critical facilities along with their GPS Coordinates. Please note that GPS Coordinates may not provide the exact location of the address but will provide an approximate location.

In reference to any Public Service District and electrical stations/substations, clear debris only up to the property line and not on property or in or around the critical facility.

## Road Clearing Priorities/Accessing Critical Facilities during Response

<b>Town of Hilton Head Island</b>		<b>GPS Coordinates</b>
Fire and Rescue Headquarters	40 Summit Drive	32.2233932, -80.6950421
Fire Station #1	70 Cordillo Parkway	32.1490423, -80.7544327
Fire Station #2	65 Lighthouse Road	32.1318333, -80.8002687
Fire Station #3	534 William Hilton Parkway	32.2060426, -80.6972683
Fire Station #4	400 Squire Pope Road	32.2347127, -80.7459009
Fire Station #5	20 Whopping Crane Way	32.215153, -80.7205239
Fire Station #6	16 Queens Folly Road	32.1761545, -80.7258695
Fire Station #7	1001 Marshland Road	32.1962185, -80.7349051
Fire and Rescue Dispatch	21 Oak Park Drive	32.211471, -80.699365
Fire and Rescue Training Center	75 Dillon Road	32.2217789, -80.6936065
Municipal Government Offices	1 Town Center Court	32.1616385, -80.7526199
Court	3 Town Center Court	32.1616624, -80.7525818
Facilities Office	12A Gateway Circle	32.2223433, -80.6953796
SW Pump Station - Jarvis Creek	4 Nature's Way	32.216316, -80.752608
SW Pump Station - Sea Pines Lawton Canal	179 Greenwood Drive	32.1380559, -80.7877911
SW Pump Station - Wexford Canal	54 Yorkshire Drive	32.1723159, -80.7556898
SW Pump Station - Shipyard	31 Cordillo Parkway	32.1524949, -80.7483413
<b>On Island Beaufort County</b>		
Airport Terminal Building	120 Beach City Road	32.2285662, -80.6999852
Fire Station #9	27 Dillon Road	32.2185396, -80.698903
Beaufort County Government Offices	539 William Hilton Parkway	32.2048337, -80.6976562
Beaufort County Sheriff's Department	7 Lagoon Road	32.1443709, -80.7518816
Beaufort County Schools Hilton Head Campus	10 Wilborn Road 70 Wilborn Road 80 Wilborn Road	32.218829, -80.7360965, 32.2158788, -80.732506, 32.2185801, -80.7295112
<b>Public Service Districts</b>		
Hilton Head PSD - Main Office	21 Oak Park Drive	32.211471, -80.699365
Hilton Head PSD - Pump Station	17 Northpointe Circle	32.216316, -80.752608
Hilton Head PSD - Water Storage Tank	183 Mathews Drive	32.202686, -80.6992687
Broad Creek PSD - Main Office	3 Marina Side Drive	32.1746935, -80.7327182
Broad Creek PSD - Pump Station	41 Shelter Cove Lane	32.1848928, -80.7233729
Broad Creek PSD - Well	2 Saint George Road	32.1666335, -80.7207408
Broad Creek PSD - Treatment Plant	3 Marina Side Drive	32.1746935, -80.7327182
South Island PSD - Main Office	25 Bow Circle	32.1639007, -80.7682583
South Island PSD - Pump Station	122 Cordillo Parkway	32.1461295, -80.7589255
South Island PSD - Water Storage Tank	106A Cordillo Parkway	32.1466489, -80.7580498
South Island PSD - Water Treatment Plant	2 Lawton Canal Road	32.1359808, -80.7816666
South Island PSD - Water Storage Tank	2 Lawton Canal Road	32.1359808, -80.7816666
<b>Planned Unit Development Security Offices</b>		

Sea Pines Plantation	175 Greenwood Drive	32.1446644, -80.7874299
Wexford Plantation	980 William Hilton Parkway	32.1599853, -80.7527199
Shipyard Plantation	10 Shipyard Drive	32.158575, -80.750344
Long Cove Plantation	399 Long Cove Drive	32.1642647, -80.7480093
Palmetto Dunes Plantation	10 Queens Folly Road	32.1770443, -80.7261082
Indigo Run Plantation	100 Indigo Run Drive	32.2017886, -80.7274464
Hilton Head Plantation	11 Surrey Lane	32.2431039, -80.7363889
Palmetto Hall Plantation	40 Fort Howell Drive	32.2277893, -80.7126682
Spanish Wells Entrance Gate	1 Brams Point Road	32.1916858, -80.7813371
Port Royal Plantation	10 Coggins Point Road	32.2108392, -80.6930459
<b>Other</b>		
Hilton Head Medical Center and Clinics	25 Hospital Center Blvd	32.223249, -80.714439
Access to Honey Horn	144 Honey Horn Dr.	32.2126324, -80.7415454
Access to Chaplin Park	35 Casnet Dr.	32.216316, -80.752608
<b>Utility Companies</b>		
Palmetto Electric Cooperative - Main Office	111 Mathews Drive	32.2094553, -80.7026982
Palmetto Electric Cooperative - Sea Pines Substation	75 Lighthouse Road	32.1322666, -80.8014622
Palmetto Electric Cooperative - Heritage Substation	100 Lawton Drive	32.1345722, -80.780259
Palmetto Electric Cooperative - Market Place Substation	7 Dunnagan's Alley	32.216316, -80.752608
Palmetto Electric Cooperative - Long Cove Substation	5 Marina Side Drive	32.1749074, -80.732657
Palmetto Electric Cooperative - Folly Field Substation	149 Mathews Drive	32.2064868, -80.7026531
Palmetto Electric Cooperative - Plantation Substation	40 Riding Trail Lane	32.2310653, -80.7377899
Palmetto Electric Cooperative - Indigo Run Substation	2 Augusta Lane	32.216316, -80.752608
Santee Cooper Electric Substation	41 Power Alley	32.2080834, -80.7022913
Santee Cooper Electric Substation	249 William Hilton Parkway	32.2151932, -80.7344158
Hargray Telephone Company	870 William Hilton Parkway	32.1713716, -80.7364483

Note: Only the facilities highlighted in yellow (above) will be a part of the Windshield Survey.

Overall coordination for the Contractor located convenient to USCB in Jasper County will come from the Town's EOC. Instruction and coordination for re-entry to the Town will come from the Base Camp Director or the Base Camp Operations Manager along with the Debris Management Group.

These areas may need to be changed with the updated Utilities Critical Facilities

## XI. RECOVERY OPERATIONS

During the recovery phase of debris operations, the Town will continue to push debris on roadways to the roadway right-of-way and begin to clear roadways debris by collecting, storing, reducing, and disposing of debris generated from the event in a cost-effective and environmentally responsible manner. Upon completion of the debris removal mission, the Town and its contractors will close out debris management sites by developing and implementing the necessary site restoration actions.

### A. Road Clearing Priorities During Recovery

After the response operations, it is anticipated that the Debris Removal Contractor (Contractor) will have the opportunity to bring additional staff and equipment to the Town to continue debris removal operations.

**The first priority of debris clearing during recovery operations is for the Contractor to clear roadways to any critical facilities that may not have been reached during response operations.**

The critical facilities listed below are the same as those in the response section. During recovery operations, the facilities highlighted in **red are first priority**, **blue are second priority**, and **yellow are third priority**.

#### Critical Facilities

Town of Hilton Head Island		GPS Coordinates
Fire and Rescue Headquarters	40 Summit Drive	32.2233932, -80.6950421
Fire Station #1	70 Cordillo Parkway	32.1490423, -80.7544327
Fire Station #2	65 Lighthouse Road	32.1318333, -80.8002687
Fire Station #3	534 William Hilton Parkway	32.2060426, -80.6972683
Fire Station #4	400 Squire Pope Road	32.2347127, -80.7459009
Fire Station #5	20 Whopping Crane Way	32.215153, -80.7205239
Fire Station #6	16 Queens Folly Road	32.1761545, -80.7258695
Fire Station #7	1001 Marshland Road	32.1962185, -80.7349051
Fire and Rescue Dispatch	21 Oak Park Drive	32.211471, -80.699365
Fire and Rescue Training Center	75 Dillon Road	32.2217789, -80.6936065
Municipal Government Offices	1 Town Center Court	32.1616385, -80.7526199
Court	3 Town Center Court	32.1616624, -80.7525818
Facilities Office	12A Gateway Circle	32.2223433, -80.6953796
SW Pump Station - Jarvis Creek	4 Nature's Way	32.216316, -80.752608
Hospital	25 Hospital Center Blvd	
SW Pump Station - Sea Pines Lawton Canal	179 Greenwood Drive	32.1380559, -80.7877911
SW Pump Station - Wexford Canal	54 Yorkshire Drive	32.1723159, -80.7556898
SW Pump Station - Shipyard	31 Cordillo Parkway	32.1524949, -80.7483413

Airport Terminal Building	120 Beach City Road	32.2285662, -80.6999852
Fire Station #9	27 Dillon Road	32.2185396, -80.698903
Beaufort County Government Offices	539 William Hilton Parkway	32.2048337, -80.6976562
Beaufort County Sheriff's Department	7 Lagoon Road	32.1443709, -80.7518816
Beaufort County Schools Hilton Head Campus	10 Wilborn Road 70 Wilborn Road 80 Wilborn Road	32.218829, -80.7360965, 32.2158788, -80.732506, 32.2185801, -80.7295112
<b>Public Service Districts</b>		
Hilton Head PSD - Main Office	21 Oak Park Drive	32.211471, -80.699365
Hilton Head PSD - Pump Station	17 Northpointe Circle	32.216316, -80.752608
Hilton Head PSD - Water Storage Tank	183 Mathews Drive	32.202686, -80.6992687
Hilton Head PSD – Well Tower 1	65 Gardner Drive	
Hilton Head PSD – Well Tower 3	10 Riding Trail Lane	
Hilton Head PSD – Well Tower 9	91 Union Cemetery Road	
Broad Creek PSD - Main Office	3 Marina Side Drive	32.1746935, -80.7327182
Broad Creek PSD - Pump Station	41 Shelter Cove Lane	32.1848928, -80.7233729
Broad Creek PSD - Well	2 Saint George Road	32.1666335, -80.7207408
Broad Creek PSD - Treatment Plant	3 Marina Side Drive	32.1746935, -80.7327182
Broad Creek PSD – Water Tower	14 Queens Folly Road	
South Island PSD – Water Storage Tank	106A Cordillo Parkway	32.1466489, -80.7580498
South Island PSD - Water Treatment Plant	2 Lawton Canal Road	32.1359808, -80.7816666
South Island PSD - Main Office	25 Bow Circle	32.1639007, -80.7682583
S Island PSD – Wastewater Treatment Plant	2 Lawton Canal Road	32.1359808, -80.7816666
South Island PSD – FB Lift Station #3	122 Cordillo Parkway	32.1461295, -80.7589255
<b>Planned Unit Development Security Offices</b>		
Sea Pines Plantation	175 Greenwood Drive	32.1446644, -80.7874299
Wexford Plantation	980 William Hilton Parkway	32.1599853, -80.7527199
Shipyard Plantation	10 Shipyard Drive	32.158575, -80.750344
Long Cove Plantation	399 Long Cove Drive	32.1642647, -80.7480093
Palmetto Dunes Plantation	10 Queens Folly Road	32.1770443, -80.7261082
Indigo Run Plantation	100 Indigo Run Drive	32.2017886, -80.7274464
Hilton Head Plantation	11 Surrey Lane	32.2431039, -80.7363889
Palmetto Hall Plantation	40 Fort Howell Drive	32.2277893, -80.7126682
Spanish Wells Entrance Gate	1 Brams Point Road	32.1916858, -80.7813371
Port Royal Plantation	10 Coggins Point Road	32.2108392, -80.6930459
<b>Other</b>		
Hilton Head Medical Center and Clinics	25 Hospital Center Blvd	32.223249, -80.714439
Access to Honey Horn	144 Honey Horn Dr.	32.2126324, -80.7415454
Access to Chaplin Park	35 Casnet Dr.	32.216316, -80.752608
<b>Utility Companies</b>		
Palmetto Electric Cooperative - Main Office	111 Mathews Drive	32.2094553, -80.7026982
Palmetto Electric Cooperative - Sea Pines Substation	75 Lighthouse Road	32.1322666, -80.8014622
Palmetto Electric Cooperative - Heritage Substation	100 Lawton Drive	32.1345722, -80.780259

Palmetto Electric Cooperative - Market Place Substation	7 Dunnagan's Alley	32.216316, -80.752608
Palmetto Electric Cooperative - Long Cove Substation	5 Marina Side Drive	32.1749074, -80.732657
Palmetto Electric Cooperative - Folly Field Substation	149 Mathews Drive	32.2064868, -80.7026531
Palmetto Electric Cooperative - Plantation Substation	40 Riding Trail Lane	32.2310653, -80.7377899
Palmetto Electric Cooperative - Indigo Run Substation	2 Augusta Lane	32.216316, -80.752608
Santee Cooper Electric Substation	41 Power Alley	32.2080834, -80.7022913
Santee Cooper Electric Substation	249 William Hilton Parkway	32.2151932, -80.7344158
Hargray Telephone Company	870 William Hilton Parkway	32.1713716, -80.7364483

Once the routes are cleared to critical facilities, the Town has prioritized the recovery phase of debris road clearing operations based on the following criteria:

- Access routes to Citizen Drop Off Points;
- Access routes to Equipment Staging Locations
- Major flood / drainage arteries;
- Major and minor traffic routes;
- Supply distribution points and mutual aid assembly areas;
- Secondary roads to neighborhood collection points;
- Neighborhood streets;
- Private properties in which there are public health / safety issues.

The following is a list of road clearing priorities after response operations and during recovery operations:

**First Priority (Critical Facilities):**

Priority	Road Name and Connectors	Ownership
<b>1 North End From Bridge</b>	<b>US 278 B (WHP) to:</b>	
	• Beach City Road to Hospital Center Blvd (to Hospital at 25 Hospital Center Blvd); Beach City Road to HHI Airport; Beach City Road to Dillon Road to Summit Drive (to Fire & Rescue Headquarters at 40 Summit Drive, Town Facilities Office at 12A Gateway Circle, and Fire & Rescue Training center at 75 Dillon Road)	State; Town
	• Northpointe Circle (to access to HH PSD1 Pump Station at 17 Northpointe Circle)	Private
	• Honey Horn Drive (to DMS at 144 Honey Horn Drive)	Town
	• Wilborn Road to Beaufort County School Campuses (at 10, 70, 80 Wilborn Road); US 278 (WHP) to access to Santee Cooper Electrical Substation (at 249 William Hilton Parkway)	State
• Jarvis Park Road to Natures Way (to Town of HHI Stormwater Pump Station at 4 Natures Way); Natures Way to Augusta Lane (to Palmetto	Town; County	

	Electric Substation at 2 Augusta Lane)	
<b>2 North End</b>	<ul style="list-style-type: none"> <li>Squire Pope Road to Fire Station 4 (at 400 Squire Pope Road) to Seabrook Drive to Birdsong Lane to Riding Trail Lane (to Palmetto Electric Substation at 40 Riding Trail Lane)</li> <li>Seabrook Drive to HH Plantation Security Main Office (11 Surrey Lane); Seabrook Drive to Whooping Crane Way to Fire Station 5 (20 Whooping Crane Way) back to US 278 B (WHP)</li> </ul>	State; Private Private
<b>3 MidEast</b>	<p><b>US 278 B (WHP) to:</b></p> <ul style="list-style-type: none"> <li>Mathews Drive</li> <li>Mathews Drive to Oak Park Drive to HHPSD Main Office (at 21 Oak Park Drive)</li> <li>Mathews Drive to Palmetto Electric Main Office (111 Mathews Drive)</li> <li>Mathews Drive to Power Alley to Santee Cooper electrical substation access (at 41 Power Alley)</li> <li>Mathews Drive to Palmetto Electric substation access (at 149 Mathews Drive); Mathews Drive to HHPSD1 Water Tank access (at 183 Mathews Drive); Mathews Drive back to US 278 B (WHP)</li> <li>Fire Station 3 (at 534 William Hilton Parkway) to Beachwood Drive to Beaufort County Government Office (at 539 William Hilton Parkway)</li> <li>Singleton Beach Road through Castnet Drive and Burkes Beach Road back to US 278 B (WHP) (clearance to Chaplin Park DMS at 35 Castnet Drive;</li> <li>Queens Folly Road to Fire Station 6 (at 16 Queens Folly Rd) and access to Broad Creek Well Tower (at 346 Queens Folly Rd) and Palmetto Dunes Plantation Security Office (at 10 Queens Folly Rd)</li> <li>Queens Folly Road to Fire Station 6 (at 16 Queens Folly Rd) and access to Broad Creek Well Tower (at 346 Queens Folly Rd) and Palmetto</li> </ul>	State State; Town  State State  State  State  State  Private
<b>4 MidWest</b>	<ul style="list-style-type: none"> <li>US 278 (Cross Island / Sol Blatt Prkwy) from US 278 B (WHP) to Palmetto Bay Road</li> <li>Palmetto Bay Rd to Bow Circle to S Island PSD Main Office (25 Bow Circle)</li> <li>Palmetto Bay Rd to Dunnagan's Alley to Palmetto Electric Substation access (at 7 Dunnagan's Alley)</li> <li>Palmetto Bay Rd to Sea Pines Circle</li> </ul>	State  State; County  State
<b>5 Mid South</b>	<p><b>US 278 B (WHP) to:</b></p> <ul style="list-style-type: none"> <li>Dunes Plantation Security Office (at 10 Queens Folly Rd)</li> <li>Marina Side Drive to Broad Creek PSD Main Office and access to treatment plant (at 3 Marina Side Dr); access to Palmetto Electric substation (at 5 Marina Side Dr)</li> <li>Hargray Communications Main Office (at 870 William Hilton Parkway)</li> <li>Wexford Drive to Town Hall and Court (at 1 and 3 Town Center Court); Wexford Drive to Yorkshire Drive to the Town's Wexford Canal Stormwater Pump Station (at 54 Yorkshire Drive); Wexford Drive to Wexford Plantation Security Office (7 Wexford Common Drive) and to Shipyard Drive to Shipyard Security Office (10 Shipyard Dr)</li> <li>SeaPines Circle</li> </ul>	State Private  Private  State Private  State

<p><b>6</b> <b>South End 1</b></p>	<p><b>Sea Pines Circle to Pope Ave to:</b></p> <ul style="list-style-type: none"> <li>• Cordillo Parkway to Fire Station 1 (at 70 Cordillo Parkway) to Town's Shipyard Stormwater Pump Station (at 31 Cordillo Parkway)</li> <li>• Lagoon Road to Beaufort County Sheriff's Department (at 7 Lagoon Rd)</li> <li>• South Island PSD Water Storage Tank (at 106A Cordillo Parkway) and access to South Island PSD Pump Station (at 122 Cordillo Parkway)</li> <li>• North and South Forest Beach Drives</li> </ul>	<p>State</p>
<p><b>7</b> <b>South End 2</b></p>	<p><b>Seapines Circle to Greenwood Drive to:</b></p> <ul style="list-style-type: none"> <li>• Sea Pines Plantation CSA office (at 175 Greenwood Drive)</li> <li>• Town's Sea Pines, Lawton Canal Stormwater Pump Station (at 179 Greenwood Dr)</li> <li>• Lighthouse Rd to Fire Station 2 (at 65 Lighthouse Rd) and to access to Palmetto Electric substation (at 75 Lighthouse Rd)</li> <li>• Lawton Canal Rd to access to Palmetto Electric substation (at 70 Lawton Canal Rd)</li> <li>• PSD Water Storage Tank and Water Treatment Plant (at 2 Lawton Canal Rd)</li> <li>• North Sea Pines Drive to South Forest Beach Drive to Coligny Circle</li> <li>• Lawtn Drive to North Sea Pines Drive to South Forest Beach Drive</li> </ul>	<p>Private</p>

**Second Priority:**

Priority	Road Name and Connectors	Ownership
<p><b>8</b></p>	<p>Shelter Cove Lane from US 278 B (WHP) to access to Broad Creek Pump Station (at 41 Shelter Cove Lane) and Shelter Cove Park (at 2 Shelter Cove Lane); Continue to clear entire Shelter Cove Lane back to US 278 B (WHP)</p>	<p>Private</p>
<p><b>9</b></p>	<p>Queens Folly Road to Carnoustie Rd to St. George Rd to access to Broad Creek PSD (at 2 Saint George Rd)</p>	<p>Private</p>
<p><b>10</b></p>	<p>Marshland Road from Mathews Drive to US 278 (Sol Blatt / Cross Island Parkway)</p>	<p>State</p>
<p><b>11</b></p>	<p>Indigo Run Drive to Indigo Run Plantation Security Office (at 100 Indigo Run Drive); Indigo Run Drive to Leg O' Mutton Rd to Equipment Staging Site (Old Concrete Plant at 434 Leg O' Mutton Rd); Leg O' Mutton Rd to Marshland Road</p>	<p>Town; Private; County</p>
<p><b>12</b></p>	<p>Spanish Wells Road from US 278 B (WHP) to Spanish Wells security gate (at 1 Brams Point Rd)</p>	<p>State</p>
<p><b>13</b></p>	<p>Mathews Drive from US 278 (WHP) to Beach City Road</p>	<p>State</p>
<p><b>14</b></p>	<p>Gum Tree Road from Squire Pope Road to US 278 B (WHP)</p>	<p>State</p>
<p><b>15</b></p>	<p>Wild Horse Road from Gumtree Road to US 278 B (WHP)</p>	<p>State</p>
<p><b>16</b></p>	<p>Fishaul Road to Baygall Road to Citizen Off Site at Barker Field (at 30 Baygall Rd); Fishaul Rd to Mitchellville Road; Mitchellville Rd back to Fishaul</p>	<p>State</p>

	Rd	
17	Arrow Road from US 278 B (WHP) to Helmsman Way to Haig Point Circle to Citizen Drop Off Site at Crossings Park (at 6 Haig Point Circle); Helmsman Way to Palmetto Bay Road; Arrow Road to Palmetto Bay Road	State; Town

It is important to note that although the above list is a priority of roadways to be cleared of debris during recovery operations, many factors may apply to change road clearing priorities. These factors may include the level of debris generated storm, location of debris blockage, hazardous materials that may block a crew from clearing debris, additional emergency operation or utility locations that may need to be addressed and are not uncovered until after the response operations timeline has passed, as well as any routes to public buildings or facilities that may become critically damaged due to debris pile up. The above road clearing priority list is to be used as a guideline only and all debris removal operations during recovery shall be approved by the Debris Management Group and Recovery Manager.

The following is a complete Listing of all Public Roads on Hilton Head Island.

The Town has signed a Memorandum of Agreement (MOA) with Beaufort County to assist the County in clearing debris from County maintained roadways. The Town is also in the process of going into a MOA with SCDOT to assist the State in clearing debris from State maintained roadways. Both of these agreements can be found in Attachment 13 of this document.

The Town also has a policy to clear private roadways on the Island. Further discussion of private property debris removal can be found in Section XIV. Private Property Demolition and Debris Removal of this document.

### STATE OF SOUTH CAROLINA ROADS

SCDOT BEAUFORT OFFICE: 524-7255

Name	Number	R/W Width
Archer Road	610	60
Arrow Rd. (Pal. Bay to Helmsman)	338	
Arrow Rd. (Archer to WHP)	524/610	60
Avocet Road	328	50
Baygall Road	335	66
Beach City Rd(Mathews-TheSpa)	333	66
Bittern Rd. (Lagoon to NFBDr)	771	50
Blue Heron Point Road	772	
Bradley Beach Road	332	50
Camellia Street	541	50

<b>Name</b>	<b>Number</b>	<b>R/W Width</b>
Cordillo Parkway	342	66/100
Sol Blatt Jr. Cross Is. Pkwy.	US 278	
Deallyon Avenue	405	50
Dillon Road	334	33
Dune Lane (Ibis to Jacana)	729	
Dunnagans Alley(PBay to Arrow)	525	40
Executive Park Road	737	
Fish Haul Road (paved)	334	
Folly Field Rd (WHP to Starfish)	148	
Folly Field Rd(Starfish-Isl.Bch.Pk.)	308	
Gardenia Street	542	50
Genesta Street		
Ghost Crab Way	760	
Gum Tree Road	294/482	66
Helmsman Way	835	
Ibis Street (Lagoon to NFBDr.)	327	100
Jacana Street	729	
Jenkins Road	298	
Kings Court	724	50
Lagoon Road	327	50
Marshland Road	245	66
Mathews Drive	44	66/100
Mimosa Street	638	50
Mitchellville Road (paved)	775	
Moonshell Road	757	
Nautilus Road	338 Spur	66
North Forest Beach Drive	244	50
Office Way	625	66
Old Wild Horse Road	294	
Oleander Street	539	50
Paddleboat Lane		
Palmetto Bay Road	US 278	
Periwinkle Lane	756	
Point Comfort Circle	338	
Point Comfort Road	338	66
Pope Avenue	80	100
Power Alley	801	
Row Boat Road	607 Spur	
Sand Dollar Rd(Seahorse to end)	758	
Sea Horse Way	759	
Sea Olive Road	607	
Singleton Beach Road	200	66
South Forest Beach Drive	243	100
Spanish Wells Road	79	66
Squire Pope Road	141	66

Name	Number	R/W Width
Squiresgate Road	723	50
Target Road	524	66
Union Cemetery Road	624	66
Wilborn Rd (WHP to School Rd)	626	
Wild Horse Road	294	66
Wm Hilton Pkwy (XIP to SPCir)	US 278 Bus	
Wm Hilton Pkwy (Bridge to XIP)	US 278	
Woodhaven Drive	686	
Woodhaven Lane	687	

**BEAUFORT COUNTY ROADS**  
BEAUFORT COUNTY OFFICE: 815-1522

Name	R/W Width
Arrow Rd. (WHP to N.Orleans)	60
Augusta Lane	60
Avocet Road	36
Bay Pines Drive	
Bay Pines Road	
Beach City Road (WHP to Mathews)	100
Ben White Drive	
Bittern Street (NFBDr to Dune)	36
Bluebell Lane	
Bow Circle	60
Bradley Circle	
Brown Court	
Bryant Road	Easement
Burkes Beach Road	66
Cardinal Court	
Cardinal Road	
Caesar Place	
Chisholm Place	
Corpus Christie	50
Curlew Road	36
Dianah's Drive	
Dove Street	36
Dune Lane (except Ibis to Jacana)	20
Eagin Court	
Egret Street	36
Elizabeth Road	
Ferguson's Lane	
First Street	
Fish Haul Road (unpaved)	
Flamingo Street	36

Name	R/W Width
Gannet Street	36
Gardner Drive	70
Heron Street	36
Hunter Road	
Ibis Road (N. Forest Bch. to Dune)	
Indian Trail	60
Island Drive	60
Jessica Drive	60
Jonesville Road	
Katie Miller Road	
Korber Court	
Leg O' Mutton Road	
Marblehead Road	
Marshland Lane	
Mitchellville Lane (unpaved)	
Mitchellville Rd	
Muddy Creek Road	
Murray Avenue	
Mystic Drive	60
Namon Road	50
Nature's Way (Pembroke to Augusta)	
Nazarene Road	
Ned Court	
New Orleans Road	
Nicols Court	
Northridge Drive	60
Oak Marsh Drive	50
Oakview Road	
Otter Hole Lane	66
Palmetto Bay Business Park	50
Palmetto Parkway	60
Park Road	
Pembroke Drive	100
Pensacola Place	50
Rebecca Circle	50
Saint Augustine Place	50
Sand Dollar Rd(Starfish to Sea Horse)	
Second Street	50
Shamrock Circle	
Simmons Road	
Southwood Park Drive	
Starfish Drive	50
Thomas Cohen Drive	
Wexford Drive (from WHP to Circle)	100

## THE TOWN OF HILTON HEAD ISLAND ROADS

Name	R/W Width
Alex Patterson Road	
Arrow Rd. (Helmsman to Archer)	50
Automobile Place	
Bobwhite Lane	
Castnet Drive	
Chamberlin Drive	
Cooperative Way	
Dunnagans Alley (Arrow to Wexford)	
Electric Avenue	
Exchange Street	
Firethorn Lane	50
Haig Point Circle	
Hickory Lane	50
Hospital Center Boulevard (from Beach City Road to Main Street)	
Humane Way	
Indigo Run Drive (WHP to Pembroke)	
Jacana Street (n. of N. Forest Bch. Dr.)	
Jarvis Park Road	
Kingbird Lane	
Lemoyne Avenue	100
Mac Donough Lane (100' E. of G'tree)	
Main Street (from Hosp. Ctr. Blvd. to w. of Exchange Street)	
Mallard Street (n. of N. Forest Bch. Dr.)	50
Mingo Way	
Myrtle Lane	50
Nassau Street (private w/in Circle Ctr)	
Nature's Way	
Oak Park Drive	50
Office Park Road	
Pelican Street (n. of N. Forest Bch. Dr.)	
Sandpiper Street (n. of N. Forest Bch Dr)	50
Summit Drive	
Tanglewood Drive	
Thompson Street	
Wild Horse Road (WHP to Old WH Rd)	

## B. COLLECTION METHOD

After (and possibly in conjunction with) the clearance of debris pushed from the roadways to the road right of ways and storm drainage easements, citizens may place debris on curbside locations on road right of way and at citizen drop off centers. The debris removal contractor plans to transport construction and demolition debris directly to the final disposition (landfill) sites, and all other debris collected will go to the designated Debris Management Sites (DMS) or hazardous waste designated sites for segregation, reduction, and processing prior to going to the final disposition site. The sites listed below are subject to change dependent upon the disaster event.

Curbside Pick-Up/Road Right-of-Way: After the initial road push and clearance of debris, residents may bring debris from their properties to public road right-of way for curbside collection. Typical debris placed to the road right of way will consist of:

- Household garbage such as bagged trash, discarded food, packaging, and papers generated during the disaster event
- Construction and demolition materials removed by the homeowner prior to the receipt of insurance and individual assistance payments
- Woody and vegetative debris and yard waste such as tree branches, leaves, and logs
- Household hazardous waste such as oils, batteries, pesticides, paints, cleaning supplies, and compressed gases
- White goods such as refrigerators, washers and dryers, freezers, air conditioners, stoves, water heaters, and dishwashers
- Electronics such as televisions, computers, radios, stereos, DVD players, and telephones.

Residents should not mix garbage with debris. Debris deposited at the curbside must be disaster-related to be eligible for pickup and disposal. Normal garbage pick-up schedules should resume as soon as possible.

Construction and demolition materials from minor or major repairs or reconstruction by contractors should not be deposited at the curbside. Contractors should remove and deposit their work-related debris at approved landfills.

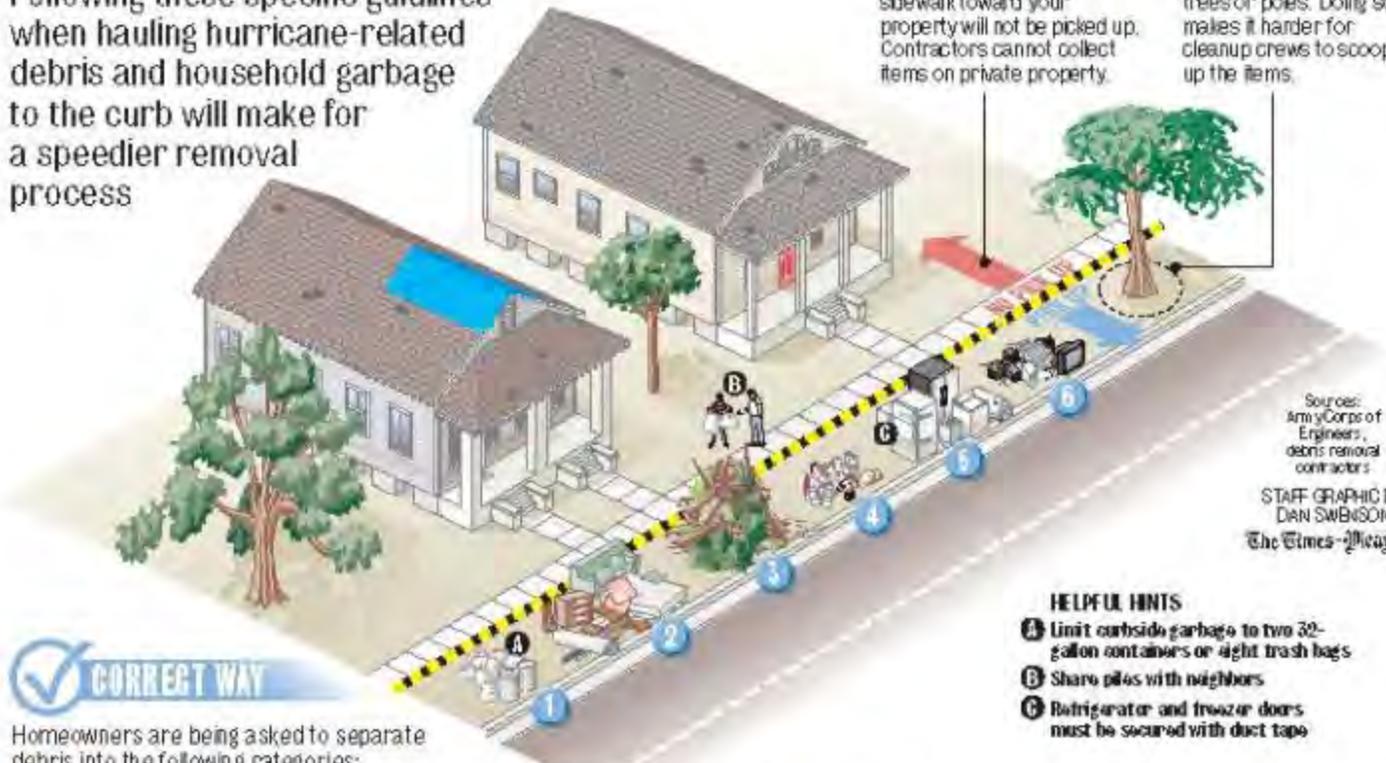
Insurance proceeds usually cover the cost for demolition debris removal from private property. Only disaster-related debris removal costs not covered by insurance are eligible for reimbursement. Other non-disaster related materials (bagged grass clippings, household garbage, automobile parts etc.) are not eligible debris.

The Town will use public information methods similar to those in the following

diagram to alert citizens of guidelines when hauling disaster related debris to the curb for a speedier removal process.

# PICKING UP THE PIECES

Following these specific guidelines when hauling hurricane-related debris and household garbage to the curb will make for a speedier removal process



## CORRECT WAY

Homeowners are being asked to separate debris into the following categories:

- |  |  |   |  |  |  |
|--|--|---|--|--|--|
| <p><b>1 HOUSEHOLD GARBAGE</b></p> <ul style="list-style-type: none"> <li>➤ Bagged trash</li> <li>➤ Discarded food</li> <li>➤ Packaging, papers</li> <li>➤ All garbage should be placed curbside the night before the scheduled weekly pickup.</li> </ul> | <p><b>2 CONSTRUCTION DEBRIS</b></p> <ul style="list-style-type: none"> <li>➤ Building materials</li> <li>➤ Drywall</li> <li>➤ Lumber</li> <li>➤ Carpet</li> <li>➤ Furniture</li> <li>➤ Mattresses</li> <li>➤ Plumbing</li> </ul> | <p><b>3 VEGETATION DEBRIS</b></p> <ul style="list-style-type: none"> <li>➤ Tree branches</li> <li>➤ Leaves</li> <li>➤ Logs</li> </ul> | <p><b>4 HOUSEHOLD HAZARDOUS WASTE</b></p> <ul style="list-style-type: none"> <li>➤ Oils</li> <li>➤ Batteries</li> <li>➤ Pesticides</li> <li>➤ Paints</li> <li>➤ Cleaning supplies</li> <li>➤ Compressed gas</li> </ul> | <p><b>5 "WHITE" GOODS</b></p> <ul style="list-style-type: none"> <li>➤ Refrigerators</li> <li>➤ Washers, dryers</li> <li>➤ Freezers</li> <li>➤ Air conditioners</li> <li>➤ Stoves</li> <li>➤ Water heaters</li> <li>➤ Dishwashers</li> </ul> | <p><b>6 ELECTRONICS</b></p> <ul style="list-style-type: none"> <li>➤ Televisions</li> <li>➤ Computers</li> <li>➤ Radios</li> <li>➤ Stereos</li> <li>➤ DVD players</li> <li>➤ Telephones</li> </ul> |
|--|--|---|--|--|--|

## WRONG WAY

- CROSSING THE LINE**
- Any debris placed from the sidewalk toward your property will not be picked up. Contractors cannot collect items on private property.
- PROPPING UP**
- Do not set debris against trees or poles. Doing so makes it harder for cleanup crews to scoop up the items.



Sources:  
Army Corps of Engineers,  
debris removal contractors  
STAFF GRAPHIC BY  
DAN SWANSON  
The Times-Picayune

## HELPFUL HINTS

- 1** Limit curbside garbage to two 32-gallon containers or eight trash bags
- 2** Share piles with neighbors
- 3** Refrigerator and freezer doors must be secured with duct tape

K1-C-0 10806-FL-picking-up-the-pieces - Reprinted with permission from the Times-Picayune

Collection Centers: The Town has designated citizen drop off centers for Town citizens to bring disaster related debris to upon arrival of the Island after the event. At least one debris monitor shall be stationed at each site to assist citizens and monitor eligible debris collections. The debris shall be separated at citizen drop off centers as outlined in the previous curbside collection section of this plan. The debris removal contractor will collect debris from the citizen drop off centers and transport to the DMS locations for segregation and reduction, the final disposal sites, or the hazardous waste management sites.

The collection centers are at the following locations:

Coligny Beach Parking Lot (1 South Forest Beach Drive)  
Crossings Park (6 Haig Point Circle)  
Shelter Cove Park (2 Shelter Cove Lane) – Field Recreational Area (not Veteran Memorial Park)  
Barker Field (160 Mitchellville Road)  
Old Gullah Flea Market Site (120 William Hilton Parkway)

The Town has also identified the following locations for the Debris Removal Contractor to certify trucks and stage equipment during debris operations:

Truck Certification: Jenkins Island Tract

Equipment Staging Sites:

Old Concrete Plant Site on Leg O'Mutton (434 Leg O Mutton Rd)  
Boneyard Site by Coligny Beach Parking Lot (90 Pope Ave)  
Old Schoolhouse Site (William Hilton Parkway)  
Satellite Parking for Chaplin Park (2 Castnet Drive)

It is important to note that although the aforementioned sites have been identified for citizen drop off sites, truck certification sites, or equipment staging sites, the level of debris generated disaster may cause unforeseen blocks to these sites that will require the Town and it's contractors to select a different location to be utilized.

The following map shows a location of all of these sites:



## Town of Hilton Head Island Debris Management Plan

### Debris Management Sites:

- Honey Horn  
(144 Honey Horn Drive)
- Chaplin Park  
(35 Castnet Drive)

### Collection Centers

- Coligny Beach Parking Lot  
(1 South Forest Beach Drive)
- Crossings Park  
(6 Haig Point Circle)
- Shelter Cove Park  
(2 Shelter Cove Lane)
- Barker Field  
(160 Mitchelville Road)
- Old Gullah Flea Market Site  
(120 William Hilton Parkway)

### Truck Certification & Car / Boat Storage Site.

- Jenkins Island Tract

### Equipment Staging Sites

- Old Concrete Plant Site  
(43 Leg O'Mutton Road)
- Site by Coligny Beach Parking Lot  
(90 Pope Avenue)
- Old School House Site  
(William Hilton Parkway)
- Chaplin Park Satellite Parking Lot  
(2 Castnet Drive)



ONE TOWN CENTER COURT  
 HILTON HEAD ISLAND, S.C. 29928  
 PHONE (843) 341-4660  
 Date Created: February 12, 2010  
 Revised: 5/26/10  
 Created By: Jennifer Lytle  
 P.O. Debris Management - Gary, Stacy, Tashia

The information on this map has been compiled from a variety of sources and is intended to be used as a guide. It is provided without any warranty or representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for its use or for any consequences that may result from its use.

## **1. HAZARDOUS WASTE, WHITE GOODS, SMALL ENGINES AND ELECTRONIC WASTE**

Hazardous waste, white goods, small engines, and electronic waste require special processing prior to final disposal.

Hazardous waste that may be collected after a debris event include items such other items which have labels containing words like warning, danger, and caution.

The Debris Removal Contractor will abate all hazardous and toxic waste in accordance with all applicable federal, state and local laws, standards and regulations to include but not limited to 29 CFR 1910.120, 40 CFR 311 and 49 CFR 100-199. Hazardous and toxic waste abatement shall be accomplished in accordance with the Debris Removal Contractor's Hazardous and Toxic Waste Debris Management Plan and Environmental Protection Plan.

White good debris that may be collected after a disaster event include refrigerators, washers and dryers, freezers, air conditioners, stoves, water heaters, and dishwashers. Many white goods contain ozone-depleting refrigerants, mercury, or compressor oils. Any white goods that may have these containments must be processed by certified technicians to extract the contaminants prior to final disposal, in accordance with applicable regulatory requirements.

During the collection of debris, small engines (from lawn mowers, gas powered golf carts, etc.) may be collected as well. These small engines will need to be processed in a similar manner as the toxic waste and white goods to remove gasoline and other toxic chemicals prior to final disposal.

Electronic waste includes items such as computers, TVs, radios, typewriters, microwave ovens, smoke detectors, telephones, stereos, cell phones, DVD players. In some cases, electronic waste may be disposed of by recycling. However, it is likely that a disaster event will cause a large amount of electronic waste in damaged condition. The Debris Removal Contractor will sort electronic waste from other debris and dispose of it in a disposal location specified for electronic waste.

The debris removal contractor selected by the Town, Crowder Gulf, Inc., has an extensive Hazardous Waste and White Goods collection and processing procedures. Their Hazard Communication Program has been developed in accordance with the Occupational Safety and Health Administration (OSHA) regulations 29 CFR 1910.1200. It provides detailed safety guidelines and instructions for receipt, use and storage of chemicals and use of job sites by employees and contractors.

The Debris Removal Contractor will:

- Separate debris based on vegetative, C&D, recyclable debris, white goods, electronic, hazardous waste, etc.
- Provide all permits and services necessary for the containment, clean-up, removal, transportation, storage, testing, treatment and/or disposal of hazardous materials and wastes to include bio-hazards and animal carcasses.
- Proper containment of hazardous material(s).
- Sites that are used for collection of ash, household hazardous wastes, fuels, and other materials that may contaminate soils or groundwater shall be lined.

After the disaster event, the debris removal contractor will look for a site to process hazardous material, white goods, small engines, and electronic waste goods on an impervious surface. If no sites are available, the debris removal contractor will construct a containment area at the DMS for hazardous and toxic waste. The containment site shall consist of an earthen berm with a non permeable soil liner. The hazardous and toxic waste containment area will be covered at all times with a non-permeable cover. All hazardous and toxic waste debris shall be moved and placed in the designated hazardous and toxic waste containment area. Hazardous and toxic waste shall be segregated from the remaining debris using a method that will allow the remaining non-hazardous and toxic waste debris to be processed.

The Contractor will immediately report the presence of any hazardous and toxic waste at the DMS to the Town.

The Contractor will abate all hazardous and toxic waste in accordance with all applicable federal, state and local laws, standards and regulations to include but not limited to 29 CFR 1910.120, 40 CFR 311 and 49 CFR 100-199. Hazardous and toxic waste abatement shall be accomplished in accordance with the Debris Removal Contractor's Hazardous and Toxic Waste Debris Management Plan and Environmental Protection Plan.

All recovered hazardous and toxic waste shall be removed to a proper disposal site or temporarily stored in the hazardous and toxic waste disposal areas constructed within each DMS. Hazardous and toxic waste shall be collected and removed from the DMS by the Contractor's Hazardous or Toxic Waste Recovery and Disposal personnel.

Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state and local laws and regulations. Spills, at the DMS or off site, that meet the federal reporting requirements must be reported on the Standard Spill Report to the National Response Center and to the Town immediately following discovery.

A written follow-up report shall be submitted to the Town no later than seven (7) days after the initial oral report. The written spill report shall be in narrative form and at a minimum shall include the following:

- Description of material spilled (including identity, quantity, manifest number)
- Determination as to whether or not the amount spilled is EPA/State reportable
- Exact time and location of spill, including description of the area involved
- When and to whom it was reported
- Affected stream or waters
- Cause of incident
- Equipment and personnel involved
- Injuries or property damage
- Duration of discharge
- Containment procedures initiated
- Summary of all communications the Contractor has had with press, agencies, or Government officials other than Town
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue

## **2. MONITORING STAFF AND ASSIGNMENTS DURING COLLECTION**

The Town has hired SAIC as a debris monitoring firm to oversee operations during the recovery phase of debris operations. The primary role for debris monitors is to document the location and amount of debris collected.

The debris monitor's roles and responsibilities during debris collection include:

- **Measure and certify truck capacities (recertify on a regular basis):**

The debris monitoring firm will be responsible for creating a truck certification list. A truck certification list allows the monitor to identify the truck itself and its hauling capacity in a standardized manner. It is important to know the truck hauling capacity since debris, specifically vegetative debris, is often hauled and billed by volume. The standard list of requirements includes:

- Size of hauling bed in cubic yards;
- License plate number;
- Truck identification number assigned by the owner;
- Short physical description of the truck.

Monitors may need to be trained to measure truck capacities for certification purposes.

Recertification of the hauling trucks on a random and periodic basis should be

implemented for contract compliance and reimbursement considerations. The Town and the Debris Monitor shall monitor the Debris Removal Contractors to use appropriate equipment to load debris efficiently so that the maximum level of compaction can be achieved to facilitate expeditious removal of debris.

No trucks will be allowed to hand load and all trucks will have tailgates.

- **Complete and Control Load Tickets**

A “load ticket” is the primary debris-tracking document. It tracks the debris from the original collection point to the DMS or landfill. Each debris monitor keeps a copy of the load ticket, and the driver / debris removal contractor will keep two copies for billing purposes. The load tickets will be submitted to the Town’s Debris Management Group to be processed through the Town’s Finance Department for payment processing. The following table lists the load ticket information and portions of the ticket to be completed by the debris monitor. Additional debris monitoring reports are located in Attachment 8.

Load Ticket Information	Monitor Ticket Responsibilities	
	Collection Point Monitor	DMS or Landfill Monitor
Preprinted ticket number	NOT APPLICABLE	
Contract number	Contracts may be identified by a number or name	
Prime contractor's name		
Date	X	
Truck number	X	
Truck driver's name	X	
Vegetation	X	
Construction & Demolition	X	
White Goods	X	
Household Hazardous Waste	X	
Other (required to be described applicable)	X	
Load Location	GPS or address preferred	
Loading date/time (departure from collection location)	X	
Loading Site Monitor name/signature	X	
Truck capacity in cubic yards or tons		X
Load Size, either cubic yards (percent of actual) or tons		X
Unloading location		X
Unloading date/time (arrival at disposal site)		X
Unloading site monitor name/signature		X

- **Validate Eligible Debris**

The debris monitoring firm will be responsible for ensuring that the debris removal contractors are collecting eligible debris in the field. This is difficult to detect unless debris monitors are watching the pick-up process. The following paragraphs describe various debris eligibility types.

***Vegetative Debris***

Vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks, and other leafy material. Due to the heavily vegetative characteristics of the Town of Hilton Head Island, the debris estimates used for this document assumed approximately 55% of the debris collected would be vegetative debris. Debris monitors will be responsible for determining the eligibility for hazardous trees and stumps during the collection process. This eligibility determination can be challenging, however the debris monitors will use FEMA's criteria (described below):

***Hazardous Trees:***

A tree is considered hazardous if its hazardous condition was caused by the disaster; it is an immediate threat to lives, public health and safety, or improved property; it has a diameter breast height of six inches or longer; and **one or more of the following criteria are met:**

- It has more than 50 percent of the crown damaged or destroyed;
- It has a split trunk or broken branches that expose the heartwood;
- It has fallen or been uprooted within a public-use area; and/or
- It is leaning at an angle greater than 30 degrees

Hazardous trees that have less than 50 percent of the root-ball exposed should be cut flush at the ground level (the resulting stump should not be grinded). Removing the leaning portion of a hazardous tree and cutting the stump at ground level would be considered eligible scope of removal. Hazardous trees may also be straightened and braced if it is less costly than removing and disposing of the tree.

***Hazardous Limb Removal (Hangers)***

Eligible limbs for removal must have the following criteria:

- Located on improved public property
- Greater than two inches in diameter at the point of breakage
- Still hanging in a tree and threatening a public-use area

Minimum work necessary to remove the hazardous limb is eligible and shall be done in an efficient manner. Pruning, maintenance trimming, and landscaping is not eligible. Work to remove hanging limbs from a tree that

has been determined as hazardous and is scheduled for removal is not eligible.

The debris monitor shall document the following items during hazardous limb removal operations:

- Describe the immediate threat (i.e., photos)
- Clearly define the scope of work to remove the immediate threat
- Specify the improved public property location by recording the nearest building address and/or GPS location
- Denote date, labor (force account or contract), and equipment used to perform the work

### ***Hazardous Tree Stumps***

A tree stump may be determined hazardous and eligible debris if it meets the following criteria:

- It has 50 percent or more of the root-ball exposed (less than 50 percent of the root-ball exposed should be flush cut)
- It is greater than 24 inches in diameter, when measured 24 inches above ground
- It is on improved public property or public right-of-way
- It poses an immediate threat to life, and public health and safety

When removing a hazardous stump, the following items must be documented:

- Photograph and GPS coordinates that establish the location on public property
- Specifics of the threat
- Diameter of the 24 inches from the ground
- Quantity of material needed to fill the hole caused by the stump

### ***Construction and Demolition Debris***

Eligible construction and demolition debris must be caused by the disaster event and typically consists of damaged components of building and structures, such as lumber and wood, wallboard, glad, metal, roofing material, tile, carpeting, window coverings, pipe, concrete, cured asphalt, equipment, furnishings, fixtures, etc.

### ***Hazardous Waste***

Hazardous waste may be generated by the disaster event and therefore will be qualified as eligible debris if it is collected on improved public property or right of way. Processing of hazardous waste was previously described in this section.

Types of hazardous waste include household hazardous waste (HHW) and electronic waste. HHW consists of paints, stains, varnishes, solvents, pesticides, and other products containing volatile chemicals that could catch fire, react, or explode under certain circumstances. Electronic waste refers to electronics that contain hazardous materials such as cathode ray tubes. Examples of electronic waste include computer monitors and television.

### ***White Goods***

White goods may also be determined eligible debris if generated by the disaster event and collected on improved public property or right of way. White goods include household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines and dryers, and water heaters. Processing of white goods was previously discussed in this section.

### ***Soil, Mud, and Sand***

There is a significant potential that a disaster event occurring on the Town of Hilton Head Island would deposit soil, mud, and sand on improved public property and public right of way. The removal of soil, mud, and sand from a public roadway or sidewalk, or clearing mud and sand from sewer lines may be regarded as eligible debris.

### ***Vehicles and Vessels***

Vehicles and vessels may be determined eligible debris if they fall under the following criteria:

- The vehicle or vessel presents a hazard or immediate threat that blocks the ingress/egress in a public use area
- The vehicle or vessel is abandoned and the Town followed local ordinances by State law to secure ownership
- The Town verified chain of custody, transport, and disposal of the vehicle or vessel

### ***Putrescent Debris***

Putrescent debris is defined as any debris that will decompose or rot, such as animal carcasses and other fleshy organic matter. Disposal of putrescent debris will be in compliance with applicable Federal, State, and local requirements.

## C. DEBRIS MANAGEMENT SITES

The Town has identified potential Debris Management Sites (DMS) on Town owned property for the reduction, and processing of debris generated by an emergency event to its final disposition location.

The following sites have been identified:

**Honey Horn:** This is the primary debris reduction site. It is located on the north end of the Island, on one of the higher geographic elevations on the Island. It is estimated that the site will be sufficient for up to a Category 2 hurricane event. Operation may continue for 24 hours / day for the duration of the cleanup operations at this site.

**Chaplin Park:** If the Honey Horn site is not sufficient for debris reduction operations, Chaplin Park is also designated as a debris management site. Chaplin Park is located towards the middle of the Island and closer to neighborhood communities. Debris reduction operations shall only take place during daylight hours at Chaplin Park (16 hours / day).

More detailed debris management site operations are specified in the following sections of this plan. Below describes a brief checklist for debris management site operations:

### **Debris Management Site Checklist:**

#### ***Before Activities Begin***

- Take ground or aerial photographs and/or video
- Note important features, such as structures, fences, culverts, and landscaping
- Take random soil samples
- Take random groundwater samples
- Check the site for volatile organic compounds
- Modify site layouts
- Establish local and state permits for site
- Set up Inspection Towers
- Set up pre-managed storage areas
- Set up grinder / burner equipment locations
- Set up Ingress / egress points
- Set up post-managed debris storage areas
- Line and fence off hazardous material containment areas

#### ***After Activities Begin***

- Establish groundwater-monitoring wells
- Take groundwater samples

- Take spot soil samples at household hazardous waste, ash, and fuel storage areas

### ***Progressive Updates***

- Update videos / photographs
- Update maps / sketches of site layout
- Update quality assurance reports, fuel spill reports, etc.

### ***Site Closouts***

- Remove all debris from site
- Conduct and environmental assesment with the Town
- Develop restoration plan
- Remove all equipment from site
- Remediate site in accordance with permits, local, state, and federal ordinances

## **1. SITE MANAGEMENT**

The Town's Debris Removal Contractor will be the primary manager for the debris management sites. Crowder Gulf, Inc. is the contractor hired by the Town to perform debris removal and reduction operations at the debris management sites. The Town's Debris Management Group and Debris Monitoring Firm will oversee operations at the sites. Science Applications International Corporation (SAIC), formerly Beck Disaster Recovery, is the firm hired by the Town to perform debris monitoring services.

The debris management sites will be set up with equipment by Crowder Gulf for debris reduction and with monitoring stations by SAIC to record and monitor truck loads and time on the site per the load ticket requirements outlined in FEMA 325, Public Assistance, Debris Management Guide. The Town will assign an employee from their debris management group to serve as project manager to oversee all debris reduction operations.

## **2. MONITORING STAFF AND ASSIGNMENTS AT DMS**

The Debris Monitoring Firm will provide a minimum of two management site monitors per debris management site. A monitor will be stationed at the ingress and egress of each site. The debris monitoring staff may also provide security at the DMS locations when the sites are not in operation.

During DMS operations, the Debris Monitoring Project Manager will provide the Town's Debris Management Project Manager with daily reports with to be provided to the Town's Finance for processing of payment and reimbursement.

The Debris Monitoring Firm is responsible for the following items at the DMS:

- Record debris accepted at the DMS and/or final disposition;
- Record debris recycled/reduced at the DMS and taken to final disposition;
- Record any operational or safety issues.
- Ensure that all debris is removed from trucks at the DMS.
- Report to the Town's project manager if improper equipment is mobilized and used.
- Report to the Town's project manager if contractor personnel safety standards are not followed.
- Report to the Town's project manager if general public safety standards are not followed.
- Report to the Town's project manager if completion schedules are not on target.
- Monitor site development and restoration of the DMS.
- Ensure daily loads meet permit requirements.
- Report to project manager if debris processing work does not comply with all local ordinances as well as State and Federal regulations.

There are certain items that monitors should be lookout for when monitoring debris trucks coming in and out of the DMS:

*Inaccurate Truck Capacities* - Trucks should be measured before operations and load capacities should be documented by truck number. Periodically, trucks should be pulled out of operation and re-measured by the applicant.

*Trucks Not Fully Loaded* - Do not accept the contention that loads are higher in the middle and if leveled would fill the truck. Monitors may check to see if that statement is valid.

*Trucks Lightly Loaded* - Trucks arrive loaded with treetops (or a treetop) with extensive voids in the load. Trucks need to be loaded to their full capacity with front end loaders or other similar equipment.

*Trucks Overloaded* - Trucks cannot receive credit for more than the measured capacity of the truck or trailer bed even if material is above the sideboards. If a truck is measured to carry 18 cubic yards, it cannot receive credit for more than 18 cubic yards. However, it can receive credit for less if not fully loaded or lightly loaded as described above.

*Changing Truck Numbers* - Normally, trucks are listed by an assigned vehicle number and capacity. There have been occasions where truck or trailer numbers with a smaller carrying capacity have been changed to one with a larger capacity. For instance, a 20-cubic-yard truck may have a number for a truck that can carry 30 cubic yards. Maintaining truck and trailer certifications with attached photos at the DMS tower can assist in mitigating such activities.

*Reduced Truck Capacity or Increased Truck Weight* - There have been occasions where trucks have had heavy steel grating welded two to three feet above the bed after being measured, thus reducing the capacity or inflating the weight of a load. This can be detected by periodically re-measuring the truck bed or recertifying the truck tare weight.

*Wet Debris When Paid by Weight* - Excessive water added to debris will increase the weight of the load. When the contractual unit cost is based on weight, this increases the cost to the applicant. Contractors have added excessive water to debris loads to increase the weight when being paid by the ton. This can be detected during monitoring if there is excessive water dripping from the truck bed or by inspecting the truck bed immediately after unloading. The truck tare weight should periodically be recertified.

*Multiple Counting of the Same Load* - Trucks have been reported driving through the disposal site without unloading, then re-entering with the same load. This can be detected by observing the time of departure and time of arrival recorded on the driver's load ticket. The debris monitors at the unloading area must ensure the truck is empty before it leaves the DMS.

### **3. SAFETY PERSONNEL**

The Debris Monitoring and Debris Removal Contractor shall follow all safety procedures for debris reduction and removal contractor staff during field operations.

The following explains specific safety personnel:

Environmental, Health, and Safety (EH&S) Officer

- Identify an individual to serve as the Local EH&S Officer at each project site.
- Provide oversight for the development and implementation of the EH&S program.
- Ensure that adequate resources are provided to meet the needs of the EH&S program.
- Enforce EH&S policies and procedures and ensure compliance with applicable Federal, State, and local EH&S regulations.

Operations Manager

- Ensure that employees comply with provisions of the EH&S program while working under his or her management/supervision.
- Ensure that all employees receive training on the HASP and as required by this EH&S program.

Project Manager

- Oversee all field operations safety.
- Document incidents and communicate the information to the EH&S Officer.
- Ensure that all employees receive training as required.

#### Employees

- Actively participate in creating a safe and healthy workplace and comply with all applicable EH&S policies, procedures, rules, and job instructions received, as well as prevailing Federal, State, and local regulations.
- Report any EH&S questions or concerns associated with their activities as employees to their immediate supervisor or EH&S Officer.

## 4. ESTABLISHMENT AND OPERATIONS PLANNING

### Permits

Various environmental permits may be required prior to opening the Debris Management Sites for operations through the Town, State, and Federal requirements for any land disturbance activities.

The conceptual sites layouts are planned to not disturb any existing wetlands, however prior to the site being opened for operations, the Town will apply for a land disturbance permit to the local US Army Corps of Engineers and SCDHEC's OCRM (Ocean and Coastal Resource Management) office to determine if the DMS plans will disturb any jurisdictional freshwater or saltwater wetlands.

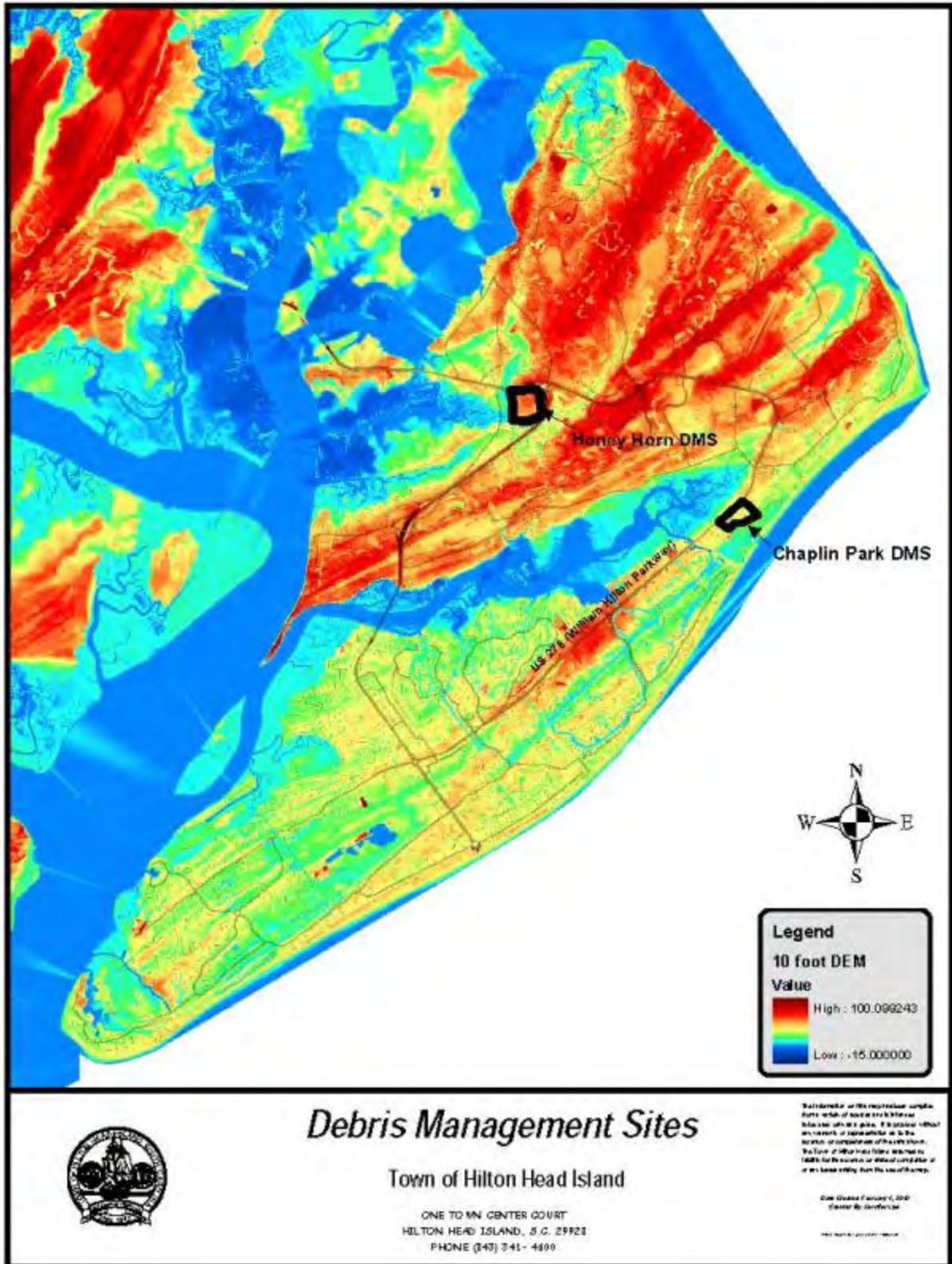
A stormwater management and sediment control permit may be required through the state's OCRM office prior to opening the site. Best management practices (such as silt fence, sediment tubes, haybales, inlet protectors, etc) to control sediments from leaving the site to adjacent wetlands and water bodies during operations will be utilized during operation to comply with the permit.

The Town has tree regulations for any land disturbance activities and they may be applicable to the sites prior to operations beginning. Installation of tree protection fence may be required on any existing trees on the site.

### Location

Both debris management sites were identified on Town owned property at locations close to US 278, William Hilton Parkway, the main roadway arterial within the Town. These locations will be convenient for the debris removal contractor's trucks to bring debris to be processed and convenient for managed debris to be transported off of the Island to the final disposition site. The Honey Horn DMS is located on the north end of the Island, on a high ground elevation for the Island. The Chaplin Park DMS is located mid-island, and will be convenient to all areas of the Island for debris management.

The following map shows the locations of the identified debris management sites on a digital elevation model:



## **Site Layouts**

Conceptual plans of operation were prepared for each DMS. These operations are subject to change after the disaster, dependent on the type and amount of debris generated as well as ground conditions of the site after the event. Both conceptual site plans were designed to have one entrance and exit per location to allow for sufficient monitored operations.

The DMS layouts are designed for vegetative debris to be stored approximately twelve (12') high. The debris volume calculations from Attachment A – Forecasted Debris were used to determine the capacity and size of the DMS storage sites for debris and reduced debris. The designated DMS locations were designed for potential white good and hazardous material storage locations. Dependent upon the type of event that occurs, separate locations for white good and hazardous materials may be identified outside of the two pre-designated DMS locations.

The following diagrams show conceptual plans of operations of each DMS:

# HONEY HORN DEBRIS MANAGEMENT SITE



# CHAPLIN PARK DEBRIS MANAGEMENT SITE



## **5. VOLUME REDUCTION METHODS**

The Town prefers chipping and grinding methods for debris reduction over incineration in order to avoid environmental, air, and water quality issues that may occur with incineration. However dependent on the volume of debris generated by the event the Town may identify incineration as a debris reduction method to accelerate the debris reduction operations. Prior to the debris being reduced, all debris will be segregated between vegetative debris, construction and demolition debris, white goods, and hazardous waste.

The Town is currently seeking approval of the DMS sites from OCRM / DHEC to permit the projects. The OCRM / DHEC permit approval will likely dictate if the Town is able to seek burning as a debris reduction method after an event.

### **Vegetative Debris Management Site Guidelines**

When preparing temporary facilities for handling debris resulting from the clean-up efforts due to hurricane damage, the following guidelines should be considered when establishing Debris Management Sites.

The following are guidelines for grinding and chipping operations on site:

1. Due to heavy rains associated with hurricanes and saturated conditions that result, flooding may occur more frequently than normally expected.
2. Management sites for incoming debris should be at a minimum 100 feet from all surface waters of the State. "Waters of the State" includes, but is not limited to, small creeks, streams, watercourses, ditches that maintain seasonal groundwater levels, ponds, wetlands, etc.
3. Management sites for incoming debris and processed material shall be at least 100 feet from site property boundaries and on-site buildings/structures. Management of processed material shall be in accordance with the guidelines for reducing the potential for spontaneous combustion in compost/mulch piles.
4. Management sites for incoming debris shall be located at least 100 feet from residential dwellings, commercial or public structures, potable water supply wells, and septic tanks with leach fields.
5. Sites that have identified wetlands should be avoided, if possible. If wetlands exist or wetland features appear at a potential site, verification by the local Corps of Engineers office will be necessary to delineate areas of

concern. Once sites are delineated, the sites shall be flagged and a 100-foot buffer shall be maintained for all activities on-going at the site.

6. Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks/trailers used to haul debris, and underground utilities need to be identified due to the potential for site disturbances by truck/equipment traffic and possible site grading.

7. Sites shall have an attendant(s) during operating hours to minimize the acceptance of unapproved materials and to provide directions to haulers and private citizens bringing in debris.

8. Sites should be secure after operating hours to prevent unauthorized access to the site.

9. Temporary measures to limit access to the site could be the use of trucks or equipment to block entry. Gates, cables, or swing pipes should be installed as soon as possible for permanent access control, if a site is to be used longer than two weeks. Sites should have adequate access that prohibits traffic from backing onto public rights-of-way or blocking primary and/or secondary roads to the site.

10. When possible, signs should be installed to inform haulers and the general public on types of waste accepted, hours of operation, and who to contact in case of after hours emergency.

11. Grinding of clean wood waste such as pallets and segregated non-painted/non-treated dimensional lumber is allowed.

12. Final written approval is required to consider any debris management site to be closed.

13. If conditions at the site become injurious to public health and the environment, then the site shall be closed until conditions are corrected or permanently closed. Closeout of sites shall be in accordance with the closeout and restoration guidelines for debris management sites.

### **Construction & Demolition Debris Management Site Guidelines**

These guidelines apply only to sites for debris management C&D storm debris (roof shingles/roofing materials, carpet, insulation, wallboard, treated and painted lumber, etc).

Arrangements should be made to screen out unsuitable materials, such as household garbage, white goods, asbestos containing materials (ACM's), and household hazardous waste.

1. Due to heavy rains associated with hurricanes and saturated conditions that result, flooding may occur more frequently than normally expected.
2. Unloading areas for incoming C&D debris material should be at a minimum 100 feet from all surface waters of the state. Waters of the State includes, but is not limited to, small creeks, streams, watercourses, ditches that maintain seasonal groundwater levels, ponds, wetlands, etc.
3. Storage areas for incoming C&D debris shall be at least 100 feet from the site property boundaries, on-site buildings, structures, and septic tanks with leach fields or at least 250 feet from off-site residential dwellings, commercial or public structures, and potable water supply wells, whichever is greater.
4. Materials separated from incoming C&D debris (white goods, scrap metal, etc.) shall be at least 50 feet from site property lines. Other non-transferable C&D wastes (household garbage, larger containers or liquid, household hazardous waste shall be placed in containers and transported to the appropriate facilities as soon as possible.
5. Sites that have identified wetlands should be avoided, if possible. If wetlands exist or wetland features appear at a potential site, verification by the local Corps of Engineers office will be necessary to delineate areas of concern. Once areas are delineated, the areas shall be flagged and a 100-foot buffer shall be maintained for all activities on-going at the site.
6. Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks/trailers used to haul debris, and underground utilities need to be identified due to the potential for site disturbances by truck/equipment traffic and possible site grading.
7. Sites shall have an attendant(s) during operating hours to minimize the acceptance of unapproved materials and to provide directions to haulers and private citizens bringing in debris.
8. Sites should be secure after operating hours to prevent unauthorized access to the site.
9. Temporary measures to limit access to the site could be the use of trucks or equipment to block entry. Gates, cables, or swing pipes should be installed as soon as possible for permanent access control, if a site is to be used longer than two weeks.

10. When possible, signs should be installed to inform haulers and the general public on types of waste accepted, hours of operation, and who to contact in case of afterhours emergency.

11. Final written approval is required to consider any debris management site to be closed.

12. Closeout of processing/recycling sites shall be within one (1) year of receiving waste. If site operations will be necessary beyond this time frame, permitting of the site by the State may be required. If conditions at the site become injurious to public health and the environment, then the site shall be closed until conditions are corrected or permanently closed. Closeout of site shall be in accordance with the closeout and restoration of temporary debris storage and reduction site guidelines.

## **6. SITE PREPARATION**

### **Debris Management Site Setup**

The Town will take pictures of the DMS locations annually for review. After the disaster event, the Debris Removal Contractor will take pictures of the DMS locations. Important features such as structures, fences, culverts, and landscaping will be noted.

Random groundwater and soil samples will be taken of the sites prior to debris management operations. The site shall be checked for volatile organic compounds.

After soil and water samples are collected and pictures are taken of the DMS locations, the site layout maps will be adjusted according to the ground conditions.

### **Debris Management Site Operations**

The Debris Removal Contractor shall line locations on the sites established for ash, household hazardous waste, fuels, and other materials that may contaminate soils and groundwater. Plastic liners shall also be placed under stationary equipment such as generators and mobile lighting plants.

During debris management operations, photographs and videos will be taken periodically to update the progress of the operations. Quality assurance reports, fuel spillage reports, and maps / layouts of the site may be updated during the course of the debris reduction operations,

The Town, SAIC, and Crowder Gulf staff on the debris management sites shall be mindful of and lessen the effects of operations that might irritate occupants of neighboring areas.

Debris removal/disposal should be viewed as a multi-staged operation with continuous volume reduction. There should be no significant accumulation of debris at the sites. Instead, debris should be constantly flowing to grinders and burners, or recycled with the residue and mixed construction and demolition (C&D) materials going to a landfill.

## **Recycling**

The Town and the Town's Debris Removal Contractor plan to make every effort possible to find locations for the reduced debris mulch or ashes generated during debris reduction operations to be utilized to recycle rather than being sent directly to a landfill. Any metals that are in good condition once collected will also be considered for recycled opportunities.

## **7. SITE CLOSURE**

Once debris reduction operations end at each DMS, all reduced debris shall be removed and emptied to the final disposition center (landfill or recycled location). Each Debris Management Site will eventually be emptied of all material and be restored to its previous condition and use.

Appropriate assigned inspectors will monitor all closeout activities to ensure that the Contractor complies with the Debris Removal Contract. Additional measures may be necessary to meet local, State, and Federal environmental requirements because of the nature of the Debris Management Sites operation.

The Debris Removal Contract shall assure the Town's Project Manager and Debris Monitoring Firm that all debris management sites are properly remediated. Site remediation will go smoothly if baseline data collection and site operation procedures are followed.

### **Debris Management Site Closeout Steps**

1. Contractor responsible for removing all debris from the site.
2. Contractor conducts an environmental assessment with the Town's Debris Project Manager and/or authorized representative.
3. Contractor develops a restoration plan.
4. Restoration plan reviewed by Debris Project Manager and appropriate environmental agency.
5. Restoration plan approved by the appropriate environmental agency.
6. Contractor executes the plan.

7. Contractor obtains acceptance from Debris Project Manager, and appropriate environmental agency.

### **Debris Management Site Remediation (as appropriate)**

The Contractor will coordinate the following closeout requirements through the Town's Debris Project Manager:

- Coordinate with local and State officials responsible for construction, real estate, contracting, project management, and legal counsel regarding requirements and support for implementation of a site remediation plan.
- Establish an independent testing and monitoring program.
- Reference appropriate and applicable environmental regulations.
- Prioritize site closures.
- Schedule closeout activities.
- Determine separate protocols for ash, soil and water testing.
- Develop decision criteria for certifying satisfactory closure based on limited baseline information.
- Develop administrative procedures and contractual arrangements for closure phase.
- Inform local and State environmental agencies regarding acceptability of program and established requirements.
- Designate approving authority to review and evaluate Contractor closure activities and progress.
- Retain staff during closure phase to develop site-specific remediation for site(s), as needed, based on information obtained from the closure checklist shown below.

### **Debris Management Site Closure Checklist**

- Site number and location.
- Date closure complete.
- Household hazardous waste removed.
- Contractor equipment and temporary structures removed.
- Contractor petroleum spills remediated.
- Ash piles removed.
- Comparison of baseline information to conditions after the contractor has vacated the temporary site.
- Appendices.
  - Closure documents.
  - Contracting status reports.
  - Contract.
  - Testing results.
  - Correspondence.
  - Narrative responses.

## **Site Closeout**

Once a site is no longer needed, it should be closed in accordance with the following guidelines.

Closeout is not considered complete until the following occurs:

1. All processed and unprocessed vegetative material and inert debris shall be removed to a properly approved solid waste management site.
2. Tires must be disposed of at a scrap tire collection/processing facility; white goods and other metal scrap should be separated for recycling.
3. Burn residues shall be removed to a properly approved solid waste management site or land applied in accordance with these guidelines.
4. All other materials, unrecoverable metals, insulation, wall board, plastics, roofing materials, painted wood, and other material from demolished buildings that is not inert debris (see #1 above) as well as inert debris that is missed with such materials shall be removed to a properly permitted Construction & Demolition (C&D) recycling facility, C&D landfill, or municipal solid waste landfill.

## **XII. CONTRACTED SERVICES**

Utilization of the Town's contracted services for Debris Monitoring and Hauling may be necessary if the magnitude of the emergency debris clearance, removal and disposal operation is beyond the capabilities of the Town's resources. The Debris Management Group must be familiar with contracting procedures for he/she will be required to define specific debris removal tasks. The Town's Engineering Division has been designated for developing, processing and administering debris clearance, removal and disposal contracts.

The Town has chosen to establish pre-event contracts for debris removal and monitoring services. The Town's Engineering Division worked with the Town's contracting/procurement and legal staff during procurement and negotiation of debris related contracts. The Town followed all procurement and contracting procedures established in the Town Code.

The Town has set up the following guidelines for contracted services for debris removal, management, and monitoring operations:

- The Town will assist with the contractors to make eligibility determinations; as to not allow the contractor full authority of eligibility;
- The Town will utilize pre-negotiated contracts if available;

- The Town will utilize formal competitive bid procedures when time permits, however if time does not permit for normal competitive procedures, competitive bids still may be obtained using a reduced time frame for submittal for bids;
- The Town will request copies of references, licenses, and financial records of unknown contractors;
- The Town will document procurement procedures used to obtain contractors;
- The Town will not accept contractor-provided contracts without close review and scrutiny. If necessary the Town will request FEMA provide technical assistance on contracts and contract procedures.

The Town shall be aware that FEMA is not bound to any of its contractual obligations because it is not a party to those contracts. The Town plans to work closely with State emergency management staff and FEMA to ensure compliance with the provisions of the Public Assistance Program, as well as other applicable statutes and regulations, if the Town intends to seek Public Assistance grant assistance. The Town is responsible for payment of its contracted services regardless of whether such services are eligible for Public Assistance grant funding.

Additional information on developing contracts that comply with Public Assistance Program requirements is provided in Appendix G, *FEMA RP9580.201, Fact Sheet: Debris Removal – Applicant’s Contracting Checklist*.

### **General Contract Provisions**

Contracts should include items such as the basis of payment, the duration of the contract, the performance measures, an agreement to restore collateral damage, a termination for convenience, and a conflict resolution process to protect the Town’s interests and mitigate the potential for conflicts.

The basis of payment and the payment process should be clearly outlined in the contract. Contractor payments should be based on verification of completed work, and the required information for the payment request should be included within the provisions of the contract. Weight to volume conversion factors should be published in order to further clarify possible differences between invoices and payment.

Basis of payment is usually based on the volume and/or weight of the contractor’s loads. If the contract payment is based on volume, specific contract provisions are required to substantiate invoices and payment. These contract provisions need to provide a truck certification process, which includes determining the volume of the truck and how it will be

identified during the recovery operation. Recertification of a truck is usually required if the physical truck identification becomes damaged or the volume capacity becomes suspect during operations.

A progress payment method for contract services may be utilized. This requires specific documentation from the contractor to verify and validate the completed work, support the contractor's invoices, and receive reimbursement under the Public Assistance Program. Typical documentation includes debris monitor reports, truck certification lists, and load tickets.

To ensure that debris removal is conducted expeditiously, the contract should include specific timelines for work to be completed. The duration of contract should be clearly stated in order to set clear expectations for the contractor. Moreover, the contractor can effectively manage resources and schedule work to meet the applicant's expectations.

Debris removal activities may impart damage to the local infrastructure, such as broken curbs, crushed sidewalks, and broken water meters. A contract provision should include a requirement that the contractor is to restore and/or repair, at the contractors cost, all damaged infrastructure back to its pre-existing condition if the damage was caused by their activities.

The contract should also include contract language for performance measures and a termination for convenience and default. A termination clause allows the applicant the ability to terminate the contract if the contractor does not deliver services in the manner delineated in the contract. The contract language clauses should be specific as to how performance will be evaluated and what would be considered reasons for termination.

To ensure that the contracts are in accordance with the Federal, State, and local procurement laws the Town legal department shall review all contracts.

### **Types of Contracts**

The Town has chosen to use unit price contracts for debris removal, with time and materials for the initial road clearing. However, there are several types of contracts that can be used for debris operations. The most common types of contracts are unit price, lump sum, and time-and-materials. Due to the use and structure of a specific type of contract, there are specific provisions and documentation considerations that should be included to keep costs reasonable and to protect the applicant's interests. The discussion below describes this type of contract.

## **Unit Price Contract**

### **Use and Structure**

The schedule of payment of unit price contracts is based on a set cost for a specific task.

For example:

Remove, haul, and dispose of vegetative debris = \$X / cubic yard

or

Remove and dispose of refrigerant = \$Y / appliance.

Unit price contracts are used when the individual work tasks are known but the total amount of work cannot be quantified. The quantities of work to be completed should be estimated by the Town and included in the bid solicitation package. The contractor uses the estimated quantities to establish a total contract price. Units of work can be measured in terms of weight, volume, or any other quantifiable measure.

The estimated quantity of work described in the bid solicitation can be adjusted to reflect a more accurate quantity when debris operations are under way and the true extent of the disaster is realized. To keep the price of the contract reasonable, the applicant can eliminate as many variables as possible by incorporating detailed specifications in the contract and monitoring the contract operations.

Developing specifications for unit price contracts requires a full understanding of all the particular tasks that are required to complete the work to the applicant's satisfaction. Applicants should clearly define the individual tasks and activities that are required to accomplish the scope of work when soliciting bids. These may include the collection, transportation, and incineration of vegetative debris; extraction of refrigerants; grinding of debris; or special handling of hazardous wastes.

The estimated quantities of each type of debris that will be collected and clear descriptions of how each is to be handled or processed should be included in the specifications. The solicitation should incorporate special sections for hazardous and special wastes, if applicable. If the applicant intends to market processed debris for certain end uses, the bid specifications should describe the end user's product specifications in detail.

The applicant's bid solicitation and the final contract documents should include details on how the applicant will monitor the contractor's work and how the applicant's monitoring information will be used to verify the contractor's costs and payment.

### **Current Pre-Event Contract Status**

The Town executed a unit cost contract with Crowder-Gulf on August 7, 2009. This contract shall remain in effect until May 31, 2014 and provides for services such as debris removal, clearing, collection, reduction, recycling, handling hazardous waste, processing, and disposal, DMS activities, and hauling to final disposition. This contract was procured in accordance with the Town Code via competitive sealed proposals.

The RFP and the contract are included as Attachment 14.

The Town executed a time and materials contract with Beck Disaster Recovery on March 25, 2009. This contract shall be in effect until March 25, 2010 and the Town has the right to renew for four more years. This contract provides for services such as the monitoring, documentation and assistance in managing all debris operations. This contract was procured in accordance with the Town Code via competitive sealed proposals.

The RFP and the contract are included as Attachment 13.

Additional contracted services the Town may utilize include Beck Disaster Recovery (Debris Monitor) Call Center.

### **XIII. PRIVATE PROPERTY DEMOLITION AND DEBRIS REMOVAL**

Private property debris removal (PPDR) is generally the responsibility of the property owner. The Town of Hilton Head Island is unique from many communities due to the majority of the Town's limits being encompassed within gated communities, many of which are designated as Planned Unit Developments (PUDs).

The Town and the Town's debris removal contractor and debris monitoring firm plan to work with FEMA staff prior to commencement of any PPDR work to ensure all legal, environmental, historic, and scope of work considerations are addressed.

The Town has existing right-of-entry and memorandums of agreements with the PUDs giving the Town the legal authority to remove debris from road right of way within the PUD. These documents can be found in Attachment 10.

The Town has also adopted a post-disaster debris removal ordinance authorizing the Town to enter upon and remove debris from public and private roads, rights-of-way, storm drainage easements, and ingress/egress easements within town limits, including private communities, for the purposes of emergency vehicle travel, stormwater conveyance, protecting public health and safety, facilitating response and recovery operations, and for any other purpose the town manager determines is necessary to remove an immediate threat to life, public health and safety, significant damage to improved public and private property, and the economic recovery of the town. This ordinance (Ord. No.2009-37, § 1, 12-15-09) can be found in Attachment 9.

The following debris removal policy was approved by the Disaster Recovery Commission in November 2011 regarding private property debris removal and is currently being presented to the Public Facilities Committee and Town Council for approval:

**Debris Management Policy 2012:**

**Phase I** - So as to provide adequate, clear and safe access routes which facilitate:

- The movement of emergency vehicles
- Law enforcement
- Resumption of critical services
- Damage assessment of critical public facilities and utilities

*The Town of Hilton Head Island will move storm generated debris from the roadway surface to the side of the road or to some other acceptable location in order to provide access into impacted areas as quickly as possible. During this phase, no attempt will be made to remove or dispose of the debris.*

**Phase II** - So as to remove an immediate threat

- 1) to life, public health and safety;
- 2) of significant damage to improved public and private property, and,
- 3) to the economic recovery of the Town:

*The Town of Hilton Head Island will remove storm generated debris from all public roads and property in which the Town has a legal interest. The Town will conduct a preliminary damage assessment after the disaster. Based on this assessment, the Town Manager shall determine whether the debris on private roads, rights-of-way, storm drainage easements, or ingress/egress easements poses an immediate threat to life, public health and safety, of significant damage to improved public and private property, or the economic recovery of the Town. If the debris is determined to pose such a threat, the Town Manager shall order the removal of the debris and payment of the cost thereof. The Town will remove disaster debris generated from multi-family developments if it meets the criteria above and is placed in a road right of way or access easement in which the Town has a legal interest or is delivered to a citizen drop off center. The*

*Town may also enter into private property to remove storm generated debris in accordance with the Town Code, Title 9, Chapter 1, (Public Nuisances and abatement thereof and Section 9-5-211 (Post-disaster Debris Collection)).*

*In accordance to the Debris Management Plan, the Debris Management Official will determine the number and type of collection passes required based on the level of the storm, and the amount and type of debris generated. These passes will be well publicized and timed to ensure the efficient collection and removal of all eligible debris within the right of way or easement at that time.*

The following map shows the PUD's located within the Town limits:



The Town plans to remove only eligible debris from private property. This type of debris may include:

- Disaster-generated debris obstructing primary ingress and egress routes to improved property.
- Disaster-damaged limbs and trees in danger of falling on improved property, primary ingress or egress routes, or public rights-of-way.
- Debris created by the removal of damaged interior and exterior materials from improved property.
- Disaster-generated debris on private roads and streets of a gated community, provided that the removal of the debris has become the legal responsibility of the Town

The Town may need to also enter private property to demolish private structures made unsafe by disasters to eliminate immediate threats to life, public health, and safety. The Town has established ordinances addressing the legal authority of the Town to enter these structures. *Title 9, Health and Sanitation, Chapter 1, Public Nuisance* of the Town's Municipal Code identifies the terms of public nuisance and the Town's authority to enter private property and abate the nuisance if the property owner fails to do so. *Chapter 8 of Title 9 of the Municipal Code* describes the Town's authority to abate uninhabited, unsafe buildings, and structures. *Title 15, Building and Building Codes, Chapter 13 Disaster Emergency Permitting*, specifically addresses the Town's authority to abate property if an uninhabited, unsafe structure or building has been determined to be an immediate danger to the life, health, and safety of the property after a disaster event. These ordinances may be found in Attachment 9 of this document.

It is likely that if a large debris-generating event occurs, the Town will have to remove motor vehicles, boats, and possibly manufactured homes during the debris removal process. *Title 8 Beaches, Waterways, and Recreational Areas, Chapter 1, Beaches, Article 5, Abandoned Motor Vehicles, Boats, and/or other property* as well as *Title 12 Motor Vehicles and Traffic Control, Chapter 1, Operation of Motor Vehicles, Article 4, Junked or Abandoned Vehicles* addresses how Town officials must dispose of abandoned motor vehicles or boats. These ordinances are listed in Attachment 9 of this plan. Attachment 9 also includes part of the Town's *Land Management Ordinance* that describes procedures in handling damaged or destroyed manufactured homes.

#### **XIV. PUBLIC INFORMATION PLAN**

##### **A. PUBLIC INFORMATION PLAN**

The Town shall be responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor shall assist with the development of debris-based PSA(s) and information for web site postings, if requested. The Town's Public Information Officer and designated Town staff are allowed to make direct contact with the media. The Public Information Officer will be the main spokes person for the Town. Any contractors hired by the Town are not allowed to speak on behalf of or for the Town in relation to the event on the Island.

The Public Information Officer (PIO) will respond to questions pertaining to debris removal from the press and local residents. The following questions are likely to be asked:

- What is the pick-up system?
- When will the contractor be in my area?
- Who are the contractors and how can I contact them?
- Should I separate the different debris materials and how?
- How do I handle Household Hazardous Waste?
- What if I am elderly?
- Where are collection centers located at and hours of operation?

##### **D. PRE-SCRIPTED INFORMATION**

###### **For Immediate Release (Approximately 48-72 Hours Prior to Event)**

**Hilton Head Island, SC** – The potential for dangerous conditions is imminent for **Hilton Head Island** and its residents. In anticipation of what is likely to be a large debris-generating storm, residents are asked to secure or store all yard items that may become damaging projectiles. Residents should be advised that the **Town of Hilton Head Island** is prepared and has a plan in place to respond immediately following the event. Once dangerous conditions subside and roads have been cleared of obstructions, residents should bring any debris to the public right-of-way for removal.

###### **For Immediate Release (Approximately 0-72 Hours Following Event)**

**INSERT LOCATION – INSERT LOCATION** is beginning its recovery process following **INSERT EVENT**. At this time residents are asked to place any storm-generated debris on the public right-of-way.

The public right-of-way is the area of residential property that extends from the street to the sidewalk, ditch, utility pole or easement. Keep vegetative debris—woody burnable debris, such as limbs and shrubbery—separated from construction and demolition debris, which will be collected separately.

Bagged debris should not be placed on the public right-of-way, as only loose debris will be collected. Any household hazardous waste, roof shingles or tires resulting from **INSERT EVENT**, may be eligible for removal and should be separated at the curb.

Do not place near any water meter vault, fire hydrant or any other above-ground utility. Only debris placed on the public right-of-way will be eligible for collection until further notice.

If all debris is not picked up during the initial pass, residents should continue to push remaining debris to the right-of-way for collection on subsequent passes. Household garbage collection will resume its normal schedule on **INSERT DATE AND TIME**. Please check the **INSERT LOCATION** Web site (**INSERT WEB SITE**) for additional information and updates on the debris removal process.

Residents can also take storm generated debris to Collection Centers that are being opened up by the Town's debris contractors. The Collection Centers are at the following locations:

*Coligny Beach Parking Lot (1 South Forest Beach Drive)*

*Crossings Park (6 Haig Point Circle)*

*Barker Field (160 Mitchellville Road)*

*Old Gullah Flea Market Site (120 William Hilton Parkway)*

**INSERT HOURS OF OPEARTION**

The collection centers are for storm debris related material ONLY. Regular household trash and rebuilding trash will not be collected at the collection centers. Monitors will be at each collection center to assist residents dropping off debris. Everyone dropping off storm related debris at these centers will be required to provide a proof of address where the debris is collected from.

Regular household trash collection shall be either picked up by Republic Waste Service per normal trash operations or taken to the Beaufort County Convenience Center at 26 Summit Drive / Hours of Operation: Mon – Sun 7 AM – 7 PM / (843) 681-3731

For more information, please call the **INSERT LOCATION** debris hotline at **INSERT NUMBER**.

#####

**For Immediate Release (72 Hours Prior to Final Pass of Debris Removal)**

**INSERT LOCATION** – Final preparations are being made for the third and potentially final pass for debris removal following **INSERT EVENT**.

**INSERT LOCATION** residents should have all storm-generated debris in front of their homes on the public right-of-way—the area of residential property that extends from the street to the sidewalk, ditch, utility pole or easement—no later than **INSERT DATE** to be eligible for pick-up.

**INSERT LOCATION** cannot guarantee that debris placed on the public right-of-way after the specified deadline will be removed.

Residents should continue to separate vegetative debris—woody burnable debris, such as limbs and shrubbery—and construction and demolition debris. Do not place debris near any water meter vault, fire hydrant or any other above-ground utility. Hazardous household chemicals, such as paint cans and batteries, may be deposited at the **INSERT LOCATION**.

To follow the debris removal efforts in your neighborhood and the rest of the **INSERT LOCATION** visit the **INSERT LOCATION** Web site **INSERT WEB SITE**, or call **INSERT NUMBER**.

Collection centers will remain open for two weeks following this pass. Hours and locations of the collection centers can be found at the **INSERT WEB SITE**, or call **INSERT NUMBER**.

## **E. DISTRIBUTION PLAN**

Press releases will be placed in local newspapers (Island Packet, Beaufort Gazette), on the Town's web page, Town's emergency notification service, local radio and TV stations. Also, each release should be sent to all private community managers as well as the SAIC hotline if utilized.

### **Debris Monitoring Call Center / Hotline Operation Plan**

Beck Disaster Recovery has the capability to operate a "Call Center" from its virtual Emergency Operations Center (EOC) located in Maitland Florida. The Call Center, located outside the event impact area, can be placed into service pre-event and/or post event. Pre-event activation of the Call Center to assist the Town of Hilton Head Island with disseminating information on preparedness and evacuation procedures. Post-event on re-entry status and requirements, available re-entry routing, contact information, roadway debris clearance, and damage claims.

Activation of the call center will require the following;

- Task Order executed with an agreed upon scope
- Town of Hilton Head Island assigned internal points of contact
- Debris Contractor points of contact
- SAIC points of contact
- PIO information to be disseminated
- Information provided entered into data base
- Assignment of the 1-800 Call Center Number

The Call center will be manned by the mutually agreed upon staff allocation and operate during the prescribed times as stipulated in the

Task Order. Only that information designated by the Town of Hilton Head Island PIO, Incident Manager, or Recovery Manager will be disseminated by Call Center staff.

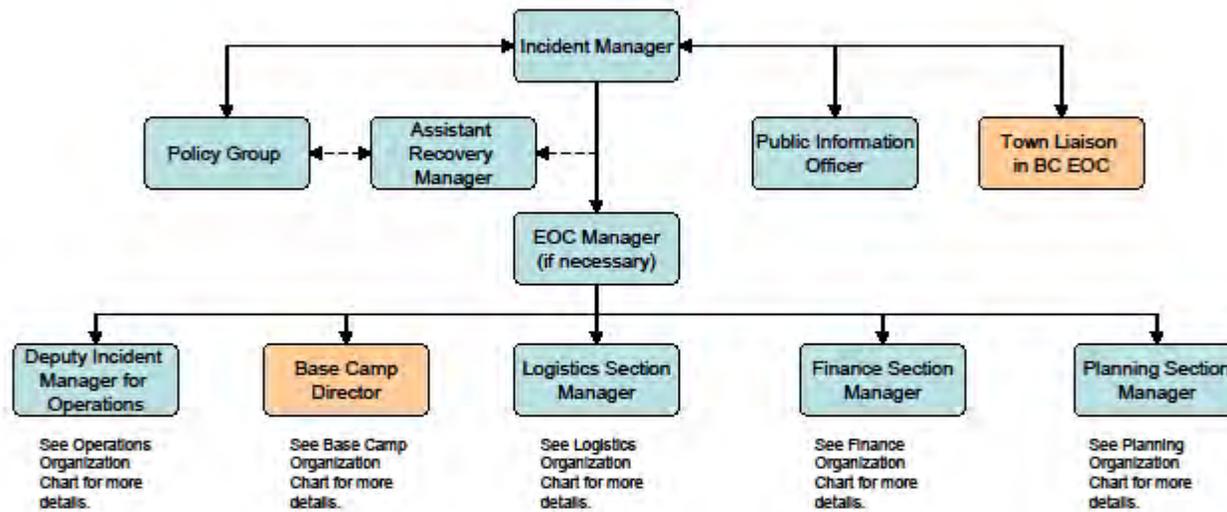
The Call Center is anticipated to be a dynamic information center. Information collected and disseminated by the Call Center can be customized to meet the needs of the event's progressing timeline.

Call Center daily activities can be reported in a database summary report format on a predetermined report schedule. Reports on contractor damage claims received will be transmitted to Crowder Gulf daily along with reported damage resolution activity.

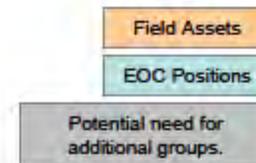
XVI. ATTACHMENTS

ATTACHMENT ONE - ORGANIZATIONAL CHARTS

The Town of Hilton Head Island EOC Response Operations  
Command Organization Chart



Color Legend:



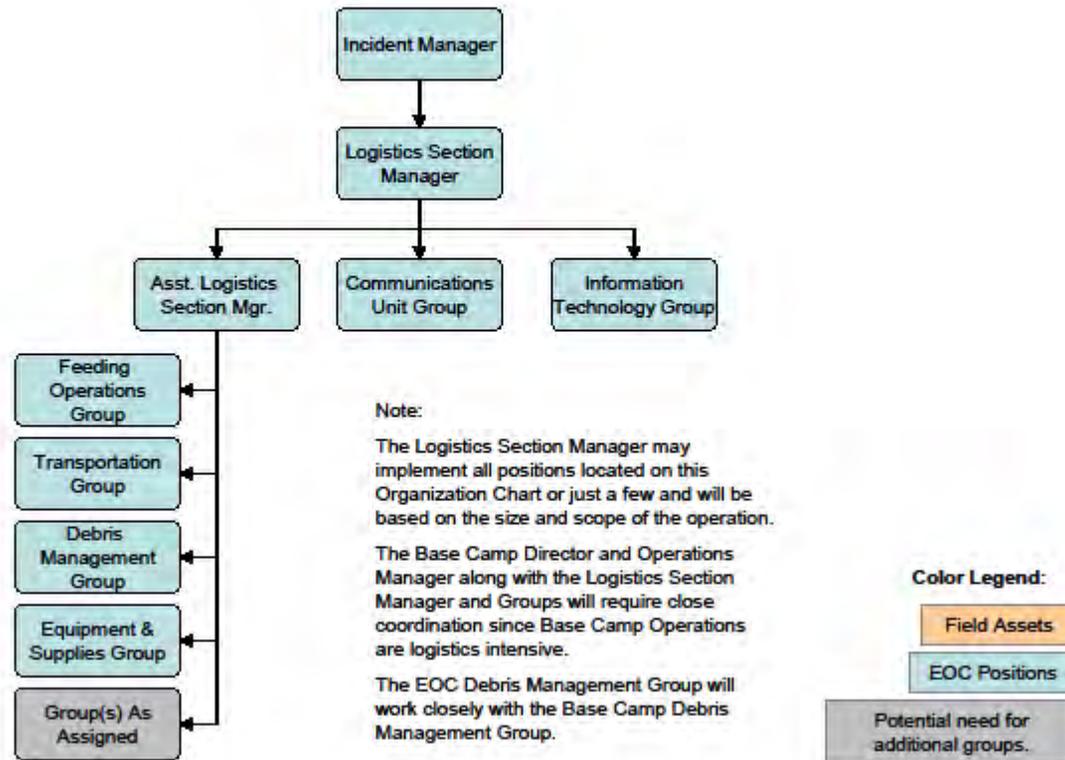
Note:

The Base Camp Director and Operations Manager along with the Logistics Section Manager and Groups will require close coordination since Base Camp Operations are logistics intensive.

The Assistant Recovery Manager position is illustrated on this chart to ensure continuity of operations from response to recovery.

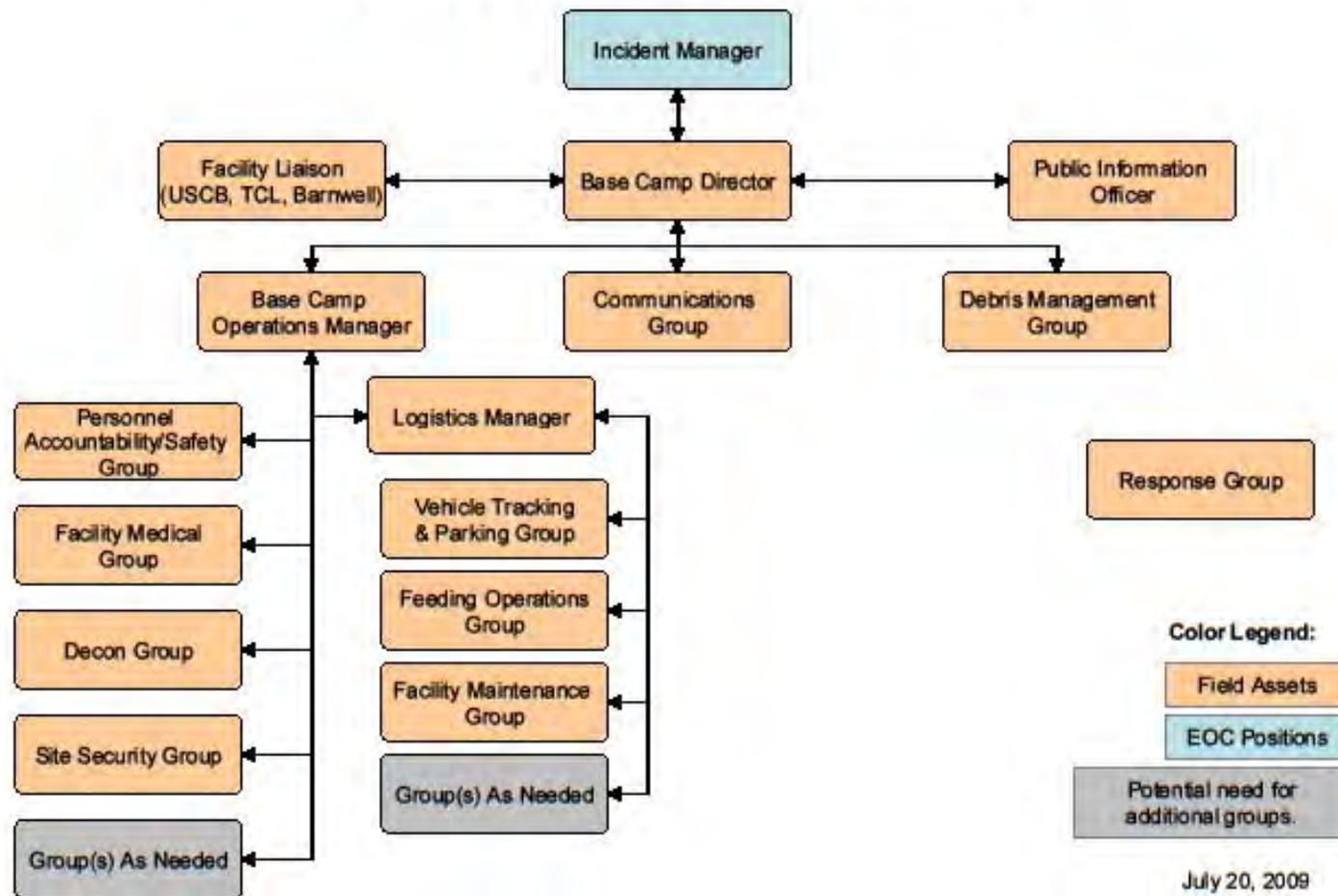
July 20, 2009

## The Town of Hilton Head Island EOC Response Operations Logistics Section Organization Chart

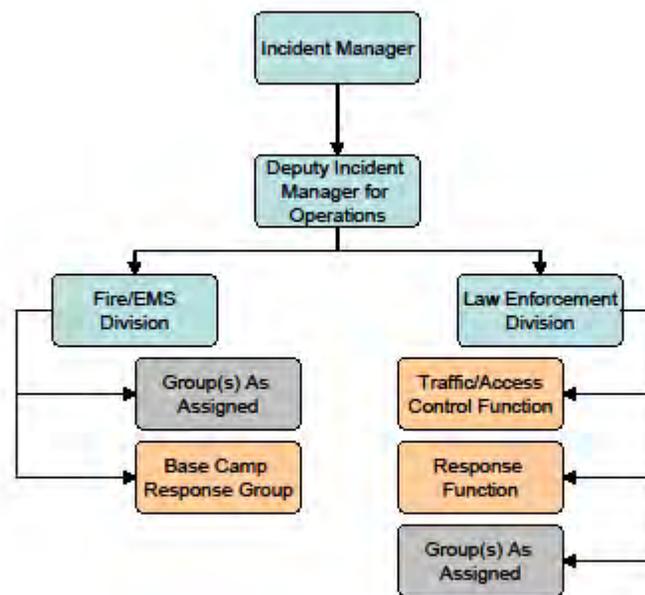


July 20, 2009

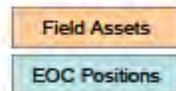
## The Town of Hilton Head Island Response Operations Base Camp Organization Chart



## The Town of Hilton Head Island EOC Response Operations Operations Section Organization Chart



**Color Legend:**



Potential need for additional groups.

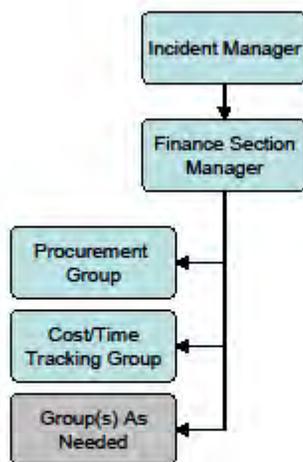
July 20, 2009

**Note:**

The Deputy Incident Manager may implement all positions located on this Organization Chart or just a few and will be based on the size and scope of the operation.

Although the Base Camp Response Group reports to the Fire/EMS Division Leader, significant coordination needs to occur between this group and the Base Camp Director.

## The Town of Hilton Head Island EOC Response Operations Finance Section Organization Chart



**Note:**

The Finance Section Manager may implement all positions located on this Organization Chart or just a few and will be based on the size and scope of the operation.

**Color Legend:**

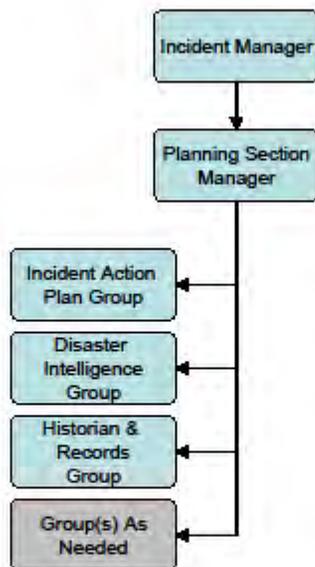
Field Assets

EOC Positions

Potential need for additional groups.

July 20, 2009

## The Town of Hilton Head Island EOC Response Operations Planning Section Organization Chart



**Note:**

The Planning Section Manager may implement all positions located on this Organization Chart or just a few and will be based on the size and scope of the operation.

**Color Legend:**

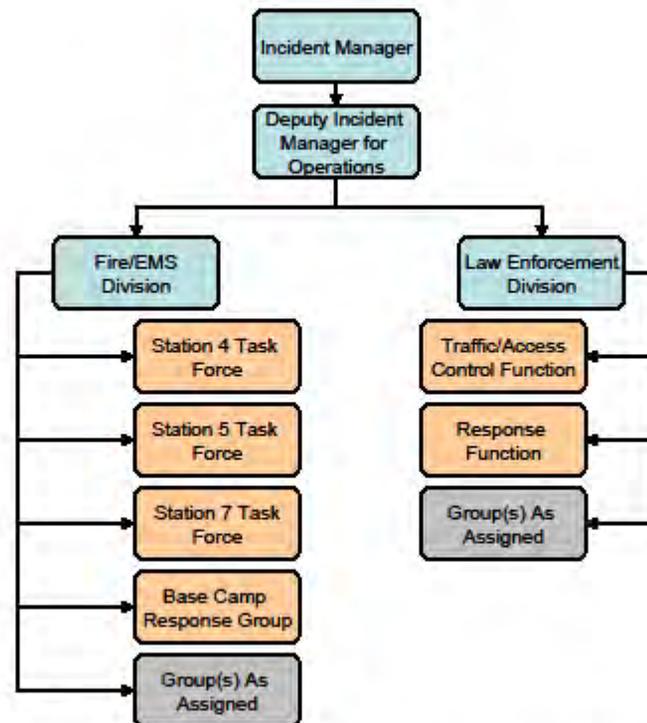
Field Assets

EOC Positions

Potential need for additional groups.

July 20, 2009

## The Town of Hilton Head Island EOC Response Operations Operations Section Organization Chart

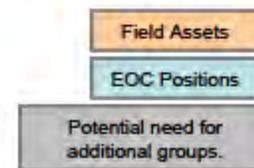


**Note:**

The Deputy Incident Manager may implement all positions located on this Organization Chart or just a few and will be based on the size and scope of the operation.

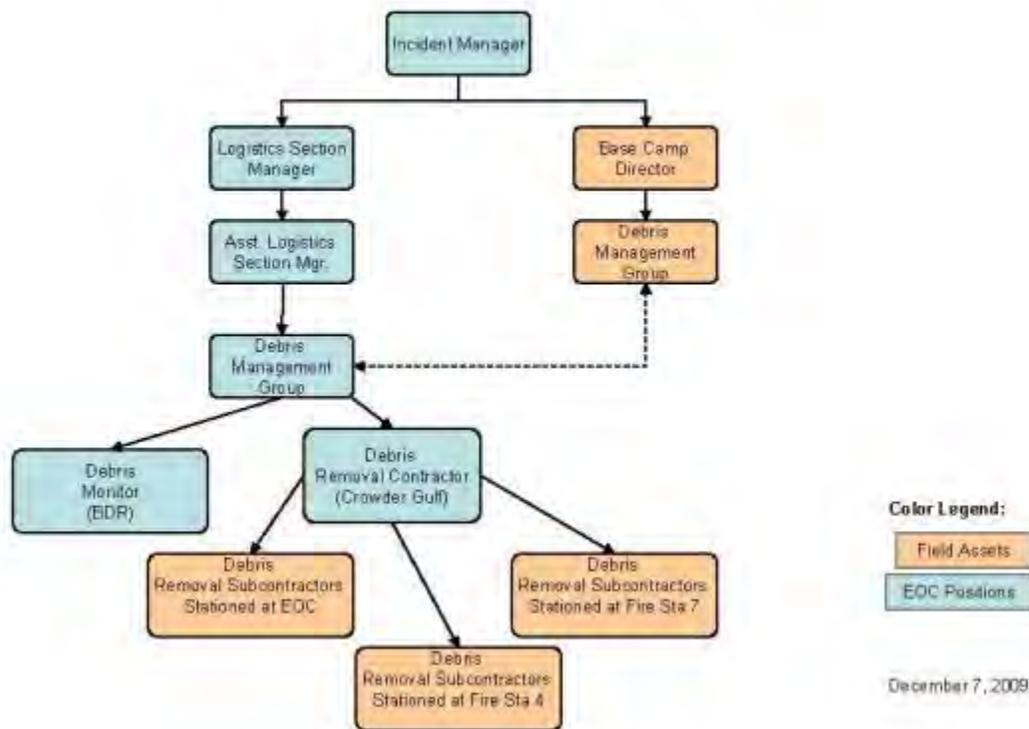
Although the Base Camp Response Group reports to the Fire/EMS Division Leader, significant coordination needs to occur between this group and the Base Camp Director.

**Color Legend:**



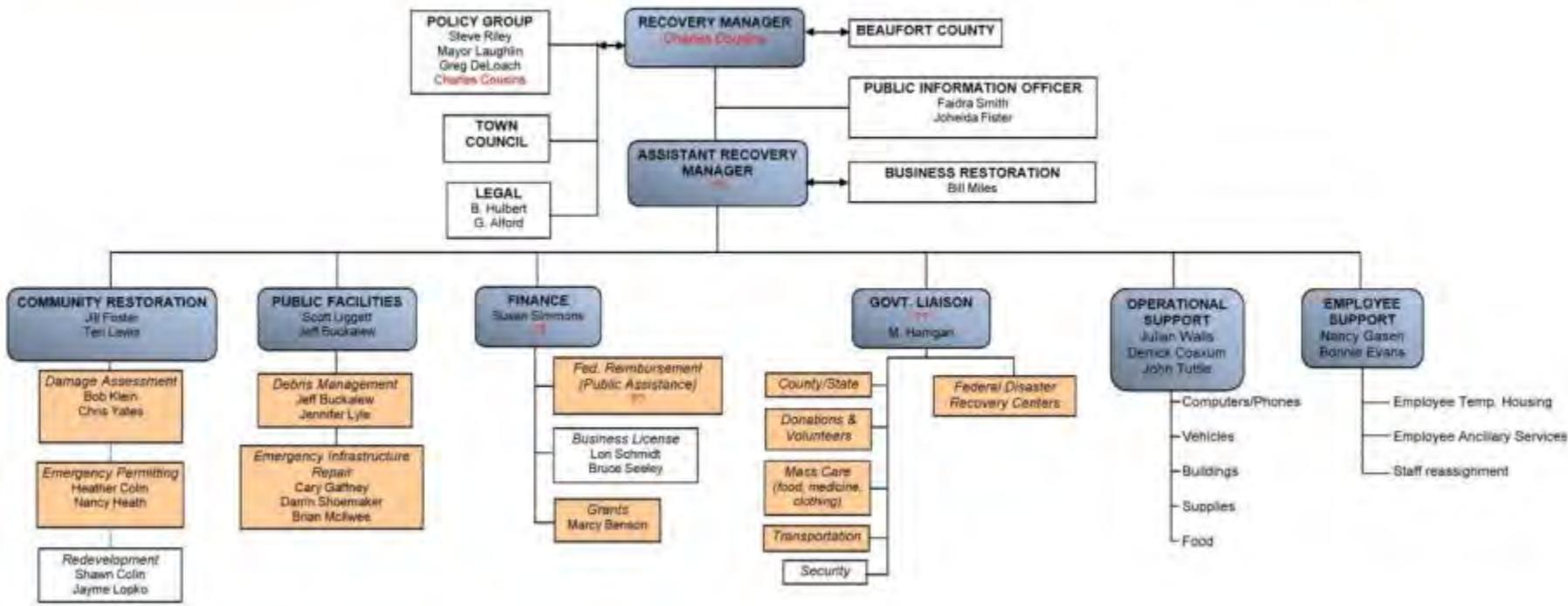
July 20, 2009

## Town EOC Response Operations Debris Management Organization Chart

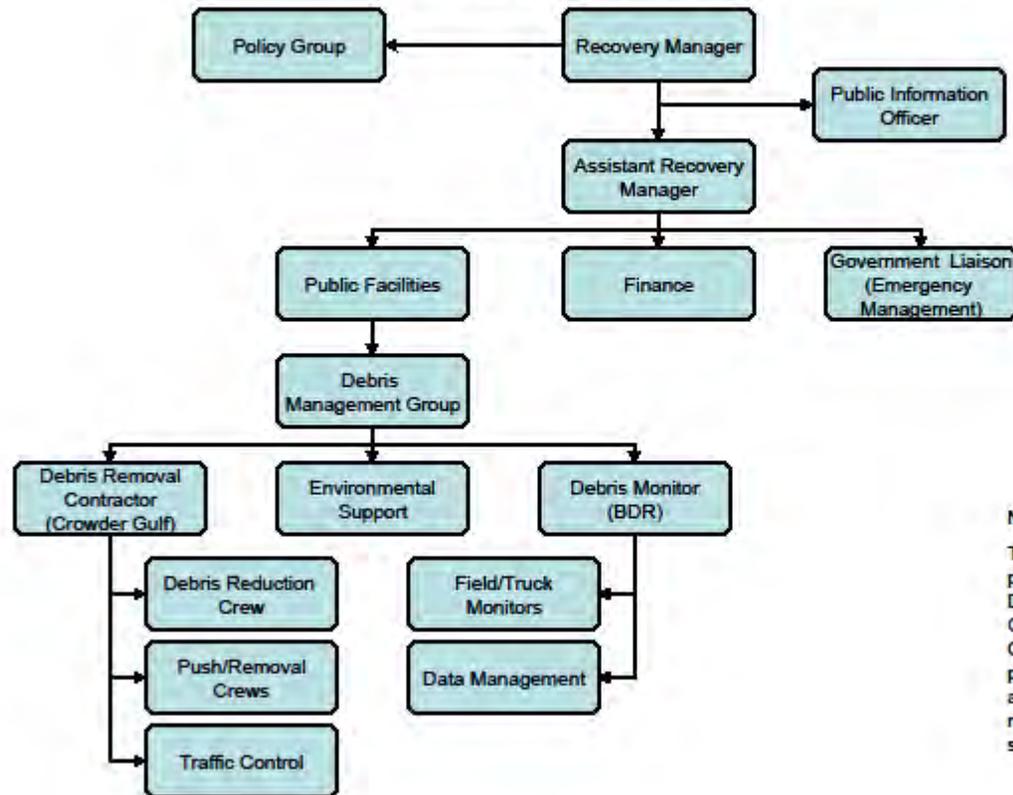


**APPENDIX 3: RECOVERY ORGANIZATION**

Heavy coordination with County/State/Federal



## Debris Management Organization Chart Recovery Operations



**Note:**

This chart outlines possible positions in the Debris Management Group during Recovery Operations. Some or all positions may be activated depending on needs identified to support specific events.

## ATTACHMENT TWO – FIRE AND RESCUE SOG

<p><b>HILTON HEAD ISLAND FIRE &amp; RESCUE</b> <b>STANDARD OPERATING GUIDELINE</b></p> <p><b>IMS-07 TASK FORCE HURRICANE OPERATIONS CATEGORY 1-3</b></p> <p><b>OVERVIEW</b></p> <p>The purpose of this guideline is to identify the procedures and missions of Fire &amp; Rescue crews assigned as Task Forces 4, 5 and 7 during Category 1-3 Hurricane Operations. The primary mission of the crews will be to direct the Debris Management Team in clearing roadways. Personnel will also perform a Windshield Survey Assessment of damage to critical facilities and conduct rescue operations as required. The Task Forces will operate under the direction of the Town of Hilton Head Island's Emergency Operations Center (EOC) and will be housed at Fire Stations 4, 5 and 7.</p> <p><b>PROCEDURE</b></p> <p>The procedure covers pre-storm, storm, and post-storm activities of assets assigned to Task Forces 4, 5 and 7.</p> <p><b>Personnel and Equipment</b></p> <p>Personnel assigned to the Fire Stations/Task Forces during hurricane operations shall bring personal articles for a minimum of 3 days to include uniforms, bedding, towels, non-perishable food, and personal items.</p> <p>The staffing and equipment allocations for the three Task Forces are as follows:</p> <p><b>Fire Rescue Staff Vehicle (2 personnel)</b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Fire Captain (1) – Task Force Leader</li><li><input type="checkbox"/> Firefighter/Paramedic (1)</li></ul> <p><b>Engine Company (4 personnel) NOTE: All Stations/Task Forces utilize Engines; Quints/TDAs go to Base Camp.</b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Company Officer (1) – Assistant Task Force Leader</li><li><input type="checkbox"/> FAO (1)</li><li><input type="checkbox"/> Firefighters (2)</li></ul> <p><b>Medic Unit (2 personnel)</b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Firefighter/Paramedics (2)</li></ul> <p><b>Additional Equipment (Intended Deployment Locations)</b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Fire &amp; Rescue Staff Vehicle (Each Station/Task Force)</li><li><input type="checkbox"/> Tender (Station/Task Force 5)</li><li><input type="checkbox"/> John-boat with PFDs (Stations/Task Forces 4 &amp; 7)</li><li><input type="checkbox"/> Gator ATV (Stations/Task Forces 4 &amp; 7)</li><li><input type="checkbox"/> Satellite phones (One base and one portable to each Station/Task Force) and GPS unit</li><li><input type="checkbox"/> Spare chain saw with chains and oil (Each Station/Task Force)</li><li><input type="checkbox"/> Spare gasoline cans (Each Station/Task Force)</li><li><input type="checkbox"/> Bottled water, MREs, and cots (Each Station/Task Force)</li><li><input type="checkbox"/> Windshield Assessment Forms (Each Station/Task Force)</li></ul> <p><b>Debris Management Team (4 to 6 personnel)</b></p> <p>NOTE: Personnel from the Debris Removal Contractor (Crowder Gulf) will bring their own food and bedding, and each crew will consist of the following personnel/equipment.</p> <ul style="list-style-type: none"><li><input type="checkbox"/> Supervisor (1) with vehicle</li><li><input type="checkbox"/> Chainsaw Crew (2-3 personnel)</li><li><input type="checkbox"/> Rubber tire loader and/or skid steer loader (1-2 personnel)</li></ul>	
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Effective: August 13, 2010  
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**HILTON HEAD ISLAND FIRE & RESCUE  
STANDARD OPERATING GUIDELINE**



**IMS-07 TASK FORCE HURRICANE OPERATIONS CATEGORY 1-3**

**Pre-Storm Activities**

During hurricane operations the following items shall be addressed:

- Fuel all apparatus and fill spare gasoline cans.
- Generators shall be serviced and fueled.
- Deploy station hurricane protection, including Armor Screening, and secure any loose items on the exterior of the station.
- Deploy hurricane screening on doors not being utilized.
- Flush and refill all apparatus water tanks.
- Restock all EMS supplies on all apparatus to maximum levels.
- Obtain the following back-up communications: XTS 5000 radio, 450 portable radio (insure extra batteries for each radio are secured and charged), charge and test satellite phones.
- Activate WebEOC and obtain updated EOC phone lists; establish contact with EOC.
- Direct all public to evacuate the Island. If they do not have transportation, inform them of where a public transportation pick-up is located. If they are unable to get to a public transportation pick-up point, contact the EOC. Do not allow the public to enter the fire station.

**NOTE:** Should it be determined that predicted storm strength requires evacuation of the facility, crews shall bring a 3 day "go bag" of personal items and employ the following procedures:

- Fire & Rescue Staff Vehicle shall be assigned 2 personnel for evacuation.
- Engine shall be assigned 4 personnel for evacuation.
- Medic shall be assigned 2 personnel for evacuation.
- All portables (with chargers) and satellite phones (with chargers) shall be taken with the evacuating crews.
- The fire station shall be secured and the emergency generator shut down.
- All hurricane shutters and screens shall be in place. Overhead doors are to remain up.

**Activities During Landfall**

During landfall of a hurricane, the following items shall be considered:

- Maintain contact with EOC unless all communications systems fail.
- The determination to cease emergency response will be considered when winds reach 50 mph sustained, gusts over 65 mph, or at the direction of the Town's EOC.
- The engine, medic, staff vehicle and debris removal vehicles will be parked in the apparatus bay.
- Once emergency response has been suspended, apparatus will be parked with the back of each apparatus facing the bay doors.
- All hurricane screening on bay doors shall be installed once emergency response is suspended; overhead doors are to remain up.
- Personnel will remain indoors until wind speeds drop to a safe level for response.
- Accept public into the facility **only if there are no other alternatives**. Limited additional quantities of MREs and drinking water will be allocated if available to prepare for this possibility.

**Post-Storm Activities and Mission**

Following landfall of a hurricane, the following items shall be considered:

- Reestablish communications with the EOC if lost. Notify Base Camp, if possible, if EOC cannot be contacted.
- Complete damage assessment of the facility.
- Prepare vehicles for response.

Effective: August 13, 2010  
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**HILTON HEAD ISLAND FIRE & RESCUE  
STANDARD OPERATING GUIDELINE**



**IMS-07 TASK FORCE HURRICANE OPERATIONS CATEGORY 1-3**

**Post-Storm Mission**

The primary mission of the Task Forces once winds return to safe limits will be to direct the Debris Management Teams to clear designated roadways so that recovery efforts can begin. Concurrent with the road clearing, a Windshield Survey Assessment of damage to critical facilities will be conducted. The forms used in this process and detailed instructions for their completion are located at the end of this procedure. The Task Force Leader and one firefighter will remain at the fire station to maintain communications and to coordinate with the deployed resources and the Town's EOC.

After the storm, the fire stations may also become a central location for the public seeking assistance. Public needs shall be addressed as best possible and reported to the Town's EOC. The relocation the public from fire stations, if necessary, will be coordinated with the EOC.

The Company Officer on the engine shall be in charge of the Task Force resources. These will consist of:

- Engine – 4 personnel
- Medic – 2 personnel
- Debris Management Team – 4 to 6 persons

The individual Task Forces shall remain together and the safety of all personnel shall be provided for at all times during field operations. Each Task Force shall report progress of roadway clearing and coordinate with the Town's EOC and the other Task Forces on priorities. Certain assumptions concerning link-up times, etc. utilized in preparing this Guideline may need to be departed from based upon the extent of the damages encountered and other exigencies such as rescues, searches or the need to clear roadways/facilities not presently included; flexibility will likely be necessary. The EOC will coordinate all activities and will develop Incident Action Plans for each operational period.

All units must refrain from crossing any bridge or causeway until after attempting to determine it is safe to cross. Personnel should inspect for washouts, sinkholes, pavement cracking and other signs of infrastructure damage before attempting to cross. Vehicles and equipment should not park or linger on bridges and causeways.

**Task Force 4**

Task Force 4 will direct the clearing of listed roads in priority order:

- Squire Pope Road to 278
- 278 West to the east end of the J. Wilton Graves Bridge (if accessible)
- Provide the EOC with a status report on the Jenkins Island Causeway and the Graves Bridge.
- Meet and combine with Task Force 7

Critical Facilities Assessed:

- Fire Station 4

**Task Force 5**

Task Force 5 will direct the clearing of listed roads in priority order:

- Whooping Crane Way to William Hilton Parkway
- William Hilton Parkway East to Mathews Drive
- Mathews Drive to Oak Park Drive
- Oak Park Drive to Hilton Head Public Service District and EOC/Dispatch.
- William Hilton Parkway East to Dillon Road
- Dillon Road to Gateway Circle
- Gateway Circle to Hilton Head Airport; clear helicopter landing zone at the Airport.
- Meet and combine with Unified Task Force 4/7 to continue eastward emergency push operations.

Effective: August 12, 2010  
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**HILTON HEAD ISLAND FIRE & RESCUE  
STANDARD OPERATING GUIDELINE**



**IMS-07 TASK FORCE HURRICANE OPERATIONS CATEGORY 1-3**

**Critical Facilities Assessed:**

- Fire Station 5
- EOC/Dispatch/Hilton Head Public Service District
- Palmetto Electric Facility
- Santee Cooper Generator
- Hilton Head Island Airport/Fire Station 9
- Fire & Rescue Headquarters/Training Complex
- Facilities Management Complex

**Task Force 7**

Task Force 7 will direct the clearing of listed roads in priority order:

- Marshland Road to Cross Island Parkway
- Cross Island Parkway East to the west end of the Charles Fraser Bridge
- Provide the EOC with a status report on the Fraser Bridge.
- Cross Island Parkway West to William Hilton Parkway at Gumtree Road
- William Hilton Parkway West to Squire Pope Road.
- Meet and combine with Task Force 4

**Critical Facilities Assessed:**

- Fire Station 7

**Unified Task Force 4/7**

Unified Task Force 4/7 will be under command of the most senior of the two task force leaders.

Task Force 4/7 will direct the clearing of listed roads in priority order:

- William Hilton Parkway East from Gumtree Road to Whooping Crane Way
- Beach City Road to Hospital Center Boulevard to Hilton Head Hospital Emergency Room
- William Hilton Parkway East from Dillon Road to Singleton Beach Road

**Critical Facilities Assessed:**

- Jarvis Creek Storm Water Pump Station
- Hilton Head Island Hospital
- Fire Station 3

Pause to assess road conditions before proceeding; area between Singleton Beach Road and Queens Folly Road should be extremely suspect.

- If conditions allow, clear William Hilton Parkway East to Queens Folly Road using caution. Provide frequent status reports on road conditions to EOC.

**Critical Facilities Assessed:**

- Fire Station 6

**Unified Task Force 4/5/7**

Unified Task Force 4/5/7 will be under command of the most senior of the three task force leaders.

**HILTON HEAD ISLAND FIRE & RESCUE  
STANDARD OPERATING GUIDELINE**



**IMS-07 TASK FORCE HURRICANE OPERATIONS CATEGORY 1-3**

Task Force 4/5/7 will direct the clearing of listed roads in priority order:

- William Hilton Parkway East from Queens Folly Road to Sea Pines Circle.
- Split one component off to clear Wexford Drive to Bridgetown Road to Yorkshire Drive to Wexford Storm Water Pump Station

Critical Facilities Assessed:

- Hargray Communications Complex
- Broad Creek Public Service District
- Town Hall/Town Court Complex
- Wexford Storm Water Pump Station

Task Force 4/5/7 will continue to direct the clearing of listed roads in priority order:

- Palmetto Bay Road from Sea Pines Circle to the west to east end of the Charles E. Fraser Bridge.
- Provide the EOC with a status report on the Fraser Bridge.
- Split one component off to clear Bow Circle to South Island PSD.

Critical Facilities Assessed:

- South Island Public Service District

Task Force 4/5/7 will continue to direct the clearing of listed roads in priority order:

- Pope Avenue from Sea Pines Circle to Coligny Circle
- Split one component off to clear Cordillo Parkway to Shipyard Pump Station.

Critical Facilities Assessed:

- Fire Station 1
- Shipyard Storm Water Pump Station

Task Force 4/5/7 will continue to direct the clearing of listed roads in priority order:

- Greenwood Drive from Sea Pines Circle to Lawton Canal Storm Water Pump Station

Critical Facilities Assessed:

- Lawton Canal Storm Water Pump Station

Task Force 4/5/7 will continue to direct the clearing of listed roads in priority order:

- Greenwood Drive from Lawton Canal Storm Water Pump Station to Frazier Circle
- Lighthouse Drive from Frazier Circle to Sea Pines Plaza

Critical Facilities Assessed:

- Fire Station 2

Upon completion of the road clearing missions described in this guideline, all units will contact the EOC for further instructions.

**HILTON HEAD ISLAND FIRE & RESCUE  
STANDARD OPERATING GUIDELINE**



**IMS-07 TASK FORCE HURRICANE OPERATIONS CATEGORY 1-3**

**Conducting Windshield Assessment Survey of Critical Facilities**

Critical facilities are those considered vital to recovery operations, and their status must be determined as rapidly as possible. Twenty-four critical facilities have been pre-identified, and are included in the Post-Storm Mission section of this procedure in the order which they will be reached if road clearing operations go as planned. They are listed on the **Summary of Facility Damage** form in the same order.

Task Forces will also complete the **General Observations** forms issued to each Station/Task Force. These have been pre-populated using the same geographic segmenting of road clearing operations outlined in the Post-Storm Mission section of this guideline, and a completely blank form is also available for use in the event the planned clearing operation must be altered based upon the extent of the damages encountered or other exigencies.

The Windshield Assessment Survey of Critical Facilities is intended to provide the EOC with a post-storm feel for the status of key infrastructure and overall conditions throughout the Town as rapidly as possible. It is **not** intended to be a house by house or structure by structure inspection process. As the initial road clearing operations are confined primarily to main traffic arteries there is insufficient opportunity to adequately perform that type of information gathering. Detailed data collection would also be incompatible with the speed of progress desired during the initial road clearing, and personnel should not become involved in an operation of that type without instruction or approval to do so from the EOC.

Blank and sample copies of both the **Summary of Facility Damage** and **General Observations** forms are attached on the following pages of this guideline. The actual forms for use in conducting the Windshield Assessment Survey will be issued to each Station/Task Force as part of storm preparations as per this guideline.



**IMS-07 TASK FORCE HURRICANE OPERATIONS CATEGORY 1-3**

**GENERAL OBSERVATIONS FORM (FRONT PAGE)**

*Includes instructions for completion of General Observations Form and data capture areas*

Hilton Head Island Fire and Rescue  
WINDSHIELD ASSESSMENT SURVEY OF CRITICAL FACILITIES  
**GENERAL OBSERVATIONS FORM**

*Please print neatly using ball point pen. Avoid using water soluble ink pens!*

(1) Task Force/Team: \_\_\_\_\_ (2) DIO: \_\_\_\_\_  
(3) Area Assessed: \_\_\_\_\_ (4) Date: \_\_\_\_\_ (5) Time: \_\_\_\_\_

**(6) Description of Damages**


**(7) Current Conditions**


**(8) Road Conditions**


**(9) Citizen Contacts**


**INSTRUCTIONS FOR COMPLETING GENERAL OBSERVATIONS FORM**

- (1) Pre-populated in most cases. Fill in or change if necessary.
- (2) Enter name of Officer in Charge of Task Force/Team.
- (3) Pre-populated in most cases. Fill in or change if necessary.
- (4) Enter date area was assessed.
- (5) Enter time area was assessed.
- (6) In general terms describe damages in area (i.e. trees down, utility pole/wire damage, amount/extent of structural damage observable driving by, etc.).
- (7) In general terms describe overall conditions in area (i.e. flooding, life safety hazards, etc.).
- (8) In general terms describe roads/access in area (i.e. open, partially blocked, fully blocked, sand covered, etc.).
- (9) Note any information related to citizen contact (i.e. number of persons, location, state of well being, needs, etc.).



**IMS-07 TASK FORCE HURRICANE OPERATIONS CATEGORY 1-3**

**GENERAL OBSERVATIONS FORM (BACK PAGE)**

*Includes instructions for completion of Summary of Facility Damage Form*

Hilton Head Island Fire and Rescue  
**WINDSHIELD ASSESSMENT SURVEY OF CRITICAL FACILITIES**

**SUMMARY OF FACILITY DAMAGE FORM**

*Please print neatly using ball point pen. Avoid using water soluble ink pens!*

**INSTRUCTIONS FOR COMPLETING SUMMARY OF FACILITY DAMAGE FORM**

(1) Select and circle Damage Classification for each Critical Facility assessed.

The definitions below will provide guidance in determining Damage Classification. If in doubt, use the next higher level of damage in the report.

**MINOR** is used for structures that are habitable or usable if cleaned up. **MINOR DAMAGES** may typically include:

- Shingles/roofing removed or damaged exposing the sheathing; door/window damage
- Minor interior floor, wall damage; minor structural damage to exterior walls
- Trees fallen on structure resulting in minor damage to roof and exterior walls
- Up to 6 inches of water on the first floor
- Mechanicals such as furnace, water heater and air-conditioner damaged; replacement of some/all of these possibly required
- Sewer backup or flood water in unfinished basement or crawl space
- Fire escapes/exterior stairways not usable
- Inventory/supplies destroyed

**MAJOR** is used for structures that are not habitable or usable until extensive repairs are made. **MAJOR DAMAGES** may typically include:

- One exterior wall collapsed, significant structural damage to exterior walls, roof off or collapsed
- Water on main floor between 6 inches and doorknob height or for more than 24 hours
- Utilities damaged to include well, septic system, electrical service, and gas
- Minor foundation damage
- Exits blocked in addition to other damage
- Production equipment/office equipment destroyed
- Accessory/service/outbuildings damaged or destroyed

**DESTROYED** is used for structures that are beyond economical repair or non-reparable. Characteristics of **DESTROYED STRUCTURES** may typically include:

- Structure leveled above foundation
- Upper floor(s) gone
- Two or more exterior walls collapsed
- Water on the first floor above doorknob height
- Structure moved off foundation
- Significant foundation damage

(2) Note any particular structural damages observed for each Critical Facility assessed.

HILTON HEAD ISLAND FIRE & RESCUE  
STANDARD OPERATING GUIDELINE



IMS-07 TASK FORCE HURRICANE OPERATIONS CATEGORY 1-3

SUMMARY OF FACILITY DAMAGE FORM (FRONT PAGE)

*Includes data capture areas only  
Instructions for completion are on back page of General Observations Form*

The Town of Hilton Head Island  
WINDSHIELD ASSESSMENT SURVEY OF CRITICAL FACILITIES

SUMMARY OF FACILITY DAMAGE FORM				
Facility Name	Task Force	(1) Damage Classification (Circle One)		
<b>Fire Station Number 4</b> 400 Spore Page Road GPS Coordinates: (2) Damage to Facility: 32° 14M43N 80° 44W52.3W	4	Minor	Major	Destroyed
<b>Fire Station Number 5</b> 20 Whynoty Crane Way GPS Coordinates: (2) Damage to Facility: 32° 12M45.2N 80° 42W52.2W	5	Minor	Major	Destroyed
<b>EDC/Dispatch/Hilton Head PSD</b> 11 Oak Park Drive GPS Coordinates: (2) Damage to Facility: 32° 12M23.5N 80° 41W52.5W	5	Minor	Major	Destroyed
<b>Palmetto Electric Facility</b> 111 Nalwood Drive GPS Coordinates: (2) Damage to Facility: 32° 12M37.5N 80° 43W52.5W	5	Minor	Major	Destroyed
<b>Sanhue Cooper Generator</b> Power Alley GPS Coordinates: (2) Damage to Facility: 32° 12M42.5N 80° 41W52.5W	5	Minor	Major	Destroyed
<b>Fire Station Number 6</b> 27 Dilton Road GPS Coordinates: (2) Damage to Facility: 32° 12M14.15N 80° 41W50.75W	5	Minor	Major	Destroyed
<b>Hilton Head Island Airport</b> Access from Fire Station 5 GPS Coordinates: (2) Damage to Facility: 32° 12M34.0N 80° 41W51.0W	5	Minor	Major	Destroyed
<b>Fire &amp; Rescue Headquarters</b> 66 Summit Drive GPS Coordinates: (2) Damage to Facility: 32° 12M47.5N 80° 41W51.25W	5	Minor	Major	Destroyed
<b>Fire &amp; Rescue Training Complex</b> 75 Dilton Road GPS Coordinates: (2) Damage to Facility: 32° 12M12.5N 80° 41W52.5W	5	Minor	Major	Destroyed
<b>Facilities Management Complex</b> 12 Dobbins Circle GPS Coordinates: (2) Damage to Facility: 32° 12M28.25N 80° 41W52.5W	5	Minor	Major	Destroyed
<b>Fire Station Number 7</b> 1052 Marlwood Road GPS Coordinates: (2) Damage to Facility: 32° 12M23.0N 80° 41W52.0W	7	Minor	Major	Destroyed
<b>Jarvis Creek Storm Water Pump Station</b> 4 Nalwood Way GPS Coordinates: (2) Damage to Facility: 32° 12M21.5N 80° 43W52.5W	4/7	Minor	Major	Destroyed

07 July 2010

**HILTON HEAD ISLAND FIRE & RESCUE  
STANDARD OPERATING GUIDELINE**



**IMS-07 TASK FORCE HURRICANE OPERATIONS CATEGORY 1-3**

**SUMMARY OF FACILITY DAMAGE FORM (BACK PAGE)**

*Includes data capture areas only  
Instructions for completion are on back page of General Observations Form*

The Town of Hilton Head Island WINDSHIELD ASSESSMENT SURVEY OF CRITICAL FACILITIES				
Hilton Head Island Hospital 28 Hospital Center Boulevard	4/7	Minor	Major	Destroyed
GPS Coordinates: 32° 42M49.00N 80° 42M07.00W	(2) Damage to Facility:			
Fire Station Number 3 534 William Hilton Parkway	4/7	Minor	Major	Destroyed
GPS Coordinates: 32° 42M49.00N 80° 42M07.00W	(2) Damage to Facility:			
Fire Station Number 5 18 Queens Pkwy Way	4/7	Minor	Major	Destroyed
GPS Coordinates: 32° 42M49.00N 80° 42M07.00W	(2) Damage to Facility:			
Hargray Communications Complex 270 William Hilton Parkway	4/5/7	Minor	Major	Destroyed
GPS Coordinates: 32° 42M49.00N 80° 42M07.00W	(2) Damage to Facility:			
Broad Creek Public Service District 2 Marshside Drive	4/5/7	Minor	Major	Destroyed
GPS Coordinates: 32° 42M49.00N 80° 42M07.00W	(2) Damage to Facility:			
Town Hall/Town Court Complex 1 & 2 Town Center Court	4/5/7	Minor	Major	Destroyed
GPS Coordinates: 32° 42M49.00N 80° 42M07.00W	(2) Damage to Facility:			
Wexford Storm Water Pump Station 54 Yorkshire Drive	4/5/7	Minor	Major	Destroyed
GPS Coordinates: 32° 42M49.00N 80° 42M07.00W	(2) Damage to Facility:			
South Island Public Service District 28 Bow Circle	4/5/7	Minor	Major	Destroyed
GPS Coordinates: 32° 42M49.00N 80° 42M07.00W	(2) Damage to Facility:			
Fire Station Number 1 70 Clondillo Parkway	4/5/7	Minor	Major	Destroyed
GPS Coordinates: 32° 42M49.00N 80° 42M07.00W	(2) Damage to Facility:			
Shigyard Storm Water Pump Station 21 Clondillo Parkway	4/5/7	Minor	Major	Destroyed
GPS Coordinates: 32° 42M49.00N 80° 42M07.00W	(2) Damage to Facility:			
Lawton Canal Storm Water Pump Station 172 Greenwood Drive	4/5/7	Minor	Major	Destroyed
Coordinates: 32° 42M49.00N 80° 42M07.00W	(2) Damage to Facility:			
Fire Station Number 2 82 Lighthouse Road	4/5/7	Minor	Major	Destroyed
GPS Coordinates: 32° 42M49.00N 80° 42M07.00W	(2) Damage to Facility:			

07 July 2010



IMS-07 TASK FORCE HURRICANE OPERATIONS CATEGORY 1-3

GENERAL OBSERVATIONS FORM (SAMPLE)

Examples of typical General Observations Form data shown

Hilton Head Island Fire and Rescue  
WINDSHIELD ASSESSMENT SURVEY OF CRITICAL FACILITIES  
**GENERAL OBSERVATIONS FORM**

Please print neatly using ball point pen. Avoid using water soluble ink pens!

(1) Task Force/Team: TF-4 (2) OIC: PEAVEY  
(3) Area Assessed: Route 278 from Squire Pope to east end of Graves Bridge, designated area of Squire Pope  
(4) Date: 07/09/10 (5) Time: 1115

**(6) Description of Damages**  
TREES DOWN ALL ALONG SQUIRE POPE, ALL ONE STORY STRUCTURES APPEAR HEAVILY DAMAGED OR DESTROYED. VISIBLE DAMAGE TO BLUENESS STICK BUSES, TREES DOWN ALL ALONG 225 TO BRIDGE, MANY POWER POLE TRUCKS DOWN

**(7) Current Conditions**  
FLOODING ALONG SQUIRE POPE BETWEEN MURRAY AVE AND AMELIA CIRCLE. SEVERAL RESIDUAL ZONES OBSERVED IN DEBRIS. SEVERAL OVERSIZED WHEELS LEAKING FUEL ON BOTH SQUIRE POPE AND 278.

**(8) Road Conditions**  
ALL ROADS PARTIALLY TO FULLY BLOCKED PRIOR TO CLEANING. SEVERAL MOUNDS OF SAND ON ROAD IN MANY LOCATIONS. TWO LARGE BOATS AND SECTION OF DOCK ON SQUIRE POPE NEAR COTTON BOUNT CIRCLE.

**(9) Citizen Contacts**  
THREE PERSONS WERE NOT EVACUATED FROM BLUENESS FOUND AND TAKEN TO STATION 4, BOTH APPEAR UNHARMED. ONE DECEASED PERSON LOCATED IN DEBRIS ON SQUIRE POPE NEAR COBURN AND ANOTHER IN A VEHICLE ON 278 AT SATURDAY

**INSTRUCTIONS FOR COMPLETING GENERAL OBSERVATIONS FORM**

- (1) Pre-populated in most cases. Fill in or change if necessary.
- (2) Enter name of Officer in Charge of Task Force/Team.
- (3) Pre-populated in most cases. Fill in or change if necessary.
- (4) Enter date area was assessed.
- (5) Enter time area was assessed.
- (6) In general terms describe damages in area (i.e. trees down, utility poles/wires damage, amount/extent of structural damage observable driving by, etc.).
- (7) In general terms describe overall conditions in area (i.e. flooding, life safety hazards, etc.).
- (8) In general terms describe road/access in area (i.e. open, partially blocked, fully blocked, sand covered, etc.).
- (9) Note any information related to citizen contact (i.e. number of persons, location, state of well being, needs, etc.).

HILTON HEAD ISLAND FIRE & RESCUE  
STANDARD OPERATING GUIDELINE



IMS-07 TASK FORCE HURRICANE OPERATIONS CATEGORY 1-3

SUMMARY OF FACILITY DAMAGE FORM (SAMPLE)

Examples of typical Summary of Facility Damage Form data shown

The Town of Hilton Head Island  
WINDSHIELD ASSESSMENT SURVEY OF CRITICAL FACILITIES

SUMMARY OF FACILITY DAMAGE FORM				
Facility Name	Task Force	(1) Damage Classification (Circle One)		
Fire Station Number 4 409 Square Poinc Road	4	Minor	Major	Destroyed
GPS Coordinates: 32° 14N03SW 80° 48W45SW	(2) Damage to Facility: <i>TREES DOWN AROUND STATION, ACCIDENTS HAVE BEEN CLEARED. MINOR DAMAGE TO AREA OVER BAY FROM FALLING TREE. STATION IN GENERALLY FINE.</i>			
Fire Station Number 5 20 Whipping Crane Way	5	Minor	Major	Destroyed
GPS Coordinates: 32° 13N74SW 80° 43W26SW	(2) Damage to Facility:			
EOC/Dispatch/Hilton Head PSD 21 Oak Park Drive	5	Minor	Major	Destroyed
GPS Coordinates: 32° 12N23SW 80° 41W24SW	(2) Damage to Facility:			
Palmetto Electric Facility 171 Masterson Drive	5	Minor	Major	Destroyed
GPS Coordinates: 32° 12N07SW 80° 42W06SW	(2) Damage to Facility:			
Santee Cooper Generator Power Alley	5	Minor	Major	Destroyed
GPS Coordinates: 32° 12N06SW 80° 41W05SW	(2) Damage to Facility:			
Fire Station Number 9 27 Dillon Road	9	Minor	Major	Destroyed
GPS Coordinates: 32° 13N141SW 80° 41W07SW	(2) Damage to Facility:			
Hilton Head Island Airport Access from Fire Station 9	5	Minor	Major	Destroyed
GPS Coordinates: 32° 13N09SW 80° 41W05SW	(2) Damage to Facility:			
Fire & Rescue Headquarters 40 Summit Drive	5	Minor	Major	Destroyed
GPS Coordinates: 32° 13N17SW 80° 41W05SW	(2) Damage to Facility:			
Fire & Rescue Training Complex 78 Oldcut Road	5	Minor	Major	Destroyed
GPS Coordinates: 32° 13N17SW 80° 41W48SW	(2) Damage to Facility:			
Facilities Management Complex 12 Gateway Circle	5	Minor	Major	Destroyed
GPS Coordinates: 32° 13N05SW 80° 41W20SW	(2) Damage to Facility:			
Fire Station Number 7 1901 Marshwood Road	7	Minor	Major	Destroyed
GPS Coordinates: 32° 11N43SW 80° 42W02SW	(2) Damage to Facility:			
Janis Creek Storm Water Pump Station 4 Natures Way	4/7	Minor	Major	Destroyed

07 July 2010

## **ATTACHMENT THREE – ORDINANCES AS IT PERTAINS TO THE MAYOR**

### **Title 7 Public Safety, Chapter 7 of the Municipal Code**

#### **STATE OF EMERGENCY**

##### **Sec. 7-7-10. State of emergency; when deemed to exist.**

A state of emergency shall be deemed to exist within the town whenever, during times of hurricane, flood, earthquake or other disaster, rioting, civil disturbance, catastrophe or for any other reason, municipal public safety authorities are unable to maintain public order or afford adequate protection for lives, safety, health, welfare or property.

(Ord. No. 83-7, 10-3-83)

##### **Sec. 7-7-20. Declaration; imposition of curfew.**

In the event of a state of emergency threatening or endangering lives, safety, health and welfare of the people within the town of threatening damage to or destruction of property, the mayor is hereby authorized and empowered to issue a public proclamation declaring to all persons the existence of such a state of emergency, and, in order more effectively to protect the lives, safety and property of people within the town, to define and impose an evacuation or curfew applicable to all persons within the jurisdiction of the town.

(Ord. No. 83-7, 10-3-83)

##### **Sec. 7-7-30. Limitations.**

The mayor is hereby authorized and empowered to limit the application of such evacuation or curfew to any area specifically designated and described within the jurisdiction of the town and to specific hours of the day or night; and to exempt from the evacuation or curfew policemen, firemen, doctors, nurses, and such other classes of persons as may be essential to the preservation of public order and immediately necessary to serve the safety, health and welfare needs of the people within the town.

(Ord. No. 83-7, 10-3-83)

##### **Sec. 7-7-35. Effect of state of emergency declaration.**

Effective immediately upon the declaration by the mayor that a state of emergency exists within the town pursuant to section 7-7-20, or, in the event that the mayor is absent or incapacitated, upon such declaration by the mayor pro tempore, or, in the event that both are absent or incapacitated, upon the declaration of a state of emergency for the Town of Hilton Head Island by the

governor of the State of South Carolina, there shall be established within the emergency area a temporary moratorium on the construction or reconstruction of any building or other structure, except for such necessary activity as may be undertaken by an individual property owner for the purpose of temporarily protecting the health and safety of his family or preventing further loss to the value of his property, and on the issuance of any development, building or other such town permits, until such time as the state of emergency has been terminated pursuant to section 7-7-60. This moratorium shall terminate forty-five (45) days from the date of such declaration unless extended by the town council.

(Ord. No. 86-8, § 1, 5-5-86)

**Sec. 7-7-40. Town council to meet.**

The town council shall be called into session within twelve (12) hours after a state of emergency has been proclaimed by the mayor pursuant to the provisions of this article.

(Ord. No. 83-7, 10-3-83)

**Cross references:** Municipal council, § 2-3-10 et seq.; meetings of council, § 2-5-10 et seq.

**Sec. 7-7-50. Prohibited acts.**

During the existence of a proclaimed state of emergency when an evacuation or curfew has been defined and imposed under the provisions of this chapter, it shall be unlawful for anyone subject to the emergency:

- (1) To remain in an area, which has been designated for evacuation;
- (2) To be or travel upon any street or roadway or upon public property unless such travel is necessary to obtain medical assistance or to carry out the orders of the mandated emergency;
- (3) To possess, buy, sell, give away or otherwise transfer or dispose of any explosives, firearms, ammunition or dangerous weapon of any kind, off one's own premises;
- (4) To sell beer, wines or intoxicating beverages of any kind; or to possess or consume the same off one's own premises; or
- (5) To sell gasoline or any other similar petroleum products or any other combustible or inflammable substances except as expressly authorized by the provisions of the order imposed.

(Ord. No. 83-7, 10-3-83)

**Sec. 7-7-60. Termination of state of emergency.**

The mayor shall proclaim the end of any state of emergency proclaimed under the provisions of this chapter as soon as circumstances warrant or when directed to do so by the town council.

(Ord. No. 83-7, 10-3-83)

## ATTACHMENT FOUR - FORECASTED DEBRIS

The Town plans to break down the debris removal operations per private unit developments (PUD) as shown in Attachment Two. For vegetated, clean woody debris estimations, FEMA's HAZUS-MH software program was utilized. HAZUS-MH uses current scientific and engineering knowledge in a GIS technology program to produce estimates of hazard related damage. HAZUS-MH breaks down the debris estimates per census tract within the Town. These results were interpolated from the census tracts to the PUD areas.

The U.S. Army Corps of Engineers (USACE) Hurricane Debris Estimated model was also used as a comparison of the HAZUS-MH program to forecast the potential amount of total hurricane generated debris (broken down for each PUD) for the Town. The USACE model is based on actual data from Hurricanes Frederic, Hugo, and Andrew. The estimated quantities produced for the model have a predicted accuracy of +/- 30%. The model uses the following equation:

$Q = H \times C \times V \times B \times S$ , where:

Q = the quantity of debris in cubic yards (CF)

H = the number of households

C = the storm factor in CY

V = the vegetation characteristic multiplier:

B = the business/commercial use multiplier

S = the storm precipitation characteristic multiplier

1. H = Households

2. C = Hurricane Category	<table style="margin-left: auto; margin-right: auto;"> <tr> <th style="text-align: left;">Category</th> <th style="text-align: left;">C =</th> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">8</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">26</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">50</td> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">80</td> </tr> </table>	Category	C =	1	2	2	8	3	26	4	50	5	80
Category	C =												
1	2												
2	8												
3	26												
4	50												
5	80												

3. V= Vegetative Multiplier	<table style="margin-left: auto; margin-right: auto;"> <tr> <th style="text-align: left;">Vegetative Cover</th> <th style="text-align: left;">V =</th> </tr> <tr> <td style="text-align: center;">None</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">Light</td> <td style="text-align: center;">1.1</td> </tr> <tr> <td style="text-align: center;">Medium</td> <td style="text-align: center;">1.3</td> </tr> </table>	Vegetative Cover	V =	None	1	Light	1.1	Medium	1.3
Vegetative Cover	V =								
None	1								
Light	1.1								
Medium	1.3								

	Heavy	1.5
4. B = Business/Commercial	Density	B =
Density Multiplier	Light	1.0
	Medium	1.2
	Heavy	1.3
5. S = Storm Precipitation	Precipitation	S =
Multiplier	None to Light	1.0
	Medium to Heavy	1.3

The Town's Debris estimates are calculated for the Town as a whole, as well as being broke down per each Planned Unit Development on the Island. Attachment Two shows the debris calculation areas. Attachment Three shows the storm surge levels for the Town. The calculated debris estimates are show in Table 1.

The number of households for the Town was calculated by using the number of residential units from Town GIS maps plus the number of hotel rooms that are used as timeshares or vacation homes throughout peak tourist season. The hurricane estimates were calculated for a Hurricane Category 1 – 5. Hilton Head Island has a heavy amount of vegetation cover throughout Town limits, therefore the vegetative characteristic of 1.5 (Heavy) was used for each debris calculation. The Town has a business a light business and commercial density in the Planned Unit Development areas, and a medium business and commercial density outside of the Planned Unit Developments. Due to the Town being on the Atlantic coast, the storm precipitation factor used throughout the calculations was 1.3 (medium to heavy).

The USACE model was used to determine the categories of Debris. The USACE Hurricane Debris Estimating Model states the most common hurricane-generated debris will consist of 30% Clean Woody Debris and 70% Mixed Construction and Demolition (C&D) debris. Due to the heavily vegetative characteristics of the Town of Hilton Head Island, the debris estimates increased the clean woody debris by 15%. The calculations are based on the hurricane-generated debris consisting of the following:

55% Clean Woody Debris

45% C&D Debris

Of the 55% mixed C&D, the Town used the USACE's most common breakdown of the 55% mixed C&D to contain the following:

42% Burnable but requires sorting

5 % Soil

15 % Metals

38% Landfilled

Based on the aforementioned models and assumptions, the total Debris Calculations for the Town were calculated as follows:

Category 1	271,345 cy
Category 2	731,402 cy
Category 3	2,057,979 cy
Category 4	3,957,652 cy
Category 5	6,321,635 cy

Surge amounts, storm event will generate difference cubic yards of debris.

It is assumed that burning of debris will produce approximately 95% volume reduction in the burnable debris. Chipping and grinding will reduce the debris volume by 75% (varies). It is assumed that the rate of burning is basically 200 cy / hr, and is equivalent to the rate of chipping and grinding. The chipping and grinding rates are dependent on number of grinders, size of grinders, and size of debris. Large grinder for small debris can generate up to 400 / 500 cy / hr. Air curtain burning is slower than the chipping and grinding rate. Due to the environmental sensitivity of the Island, the town prefers chipping and grinding as the standard practice for debris reduction. To calculate an assumed time frame for debris reduction at the debris management site, a chipping and grinding rate of 350 cy was used and more. The higher value of grindable debris out of the HAZUS Model and USACE was used to calculate the debris reduction time. These results are shown in Table 1.

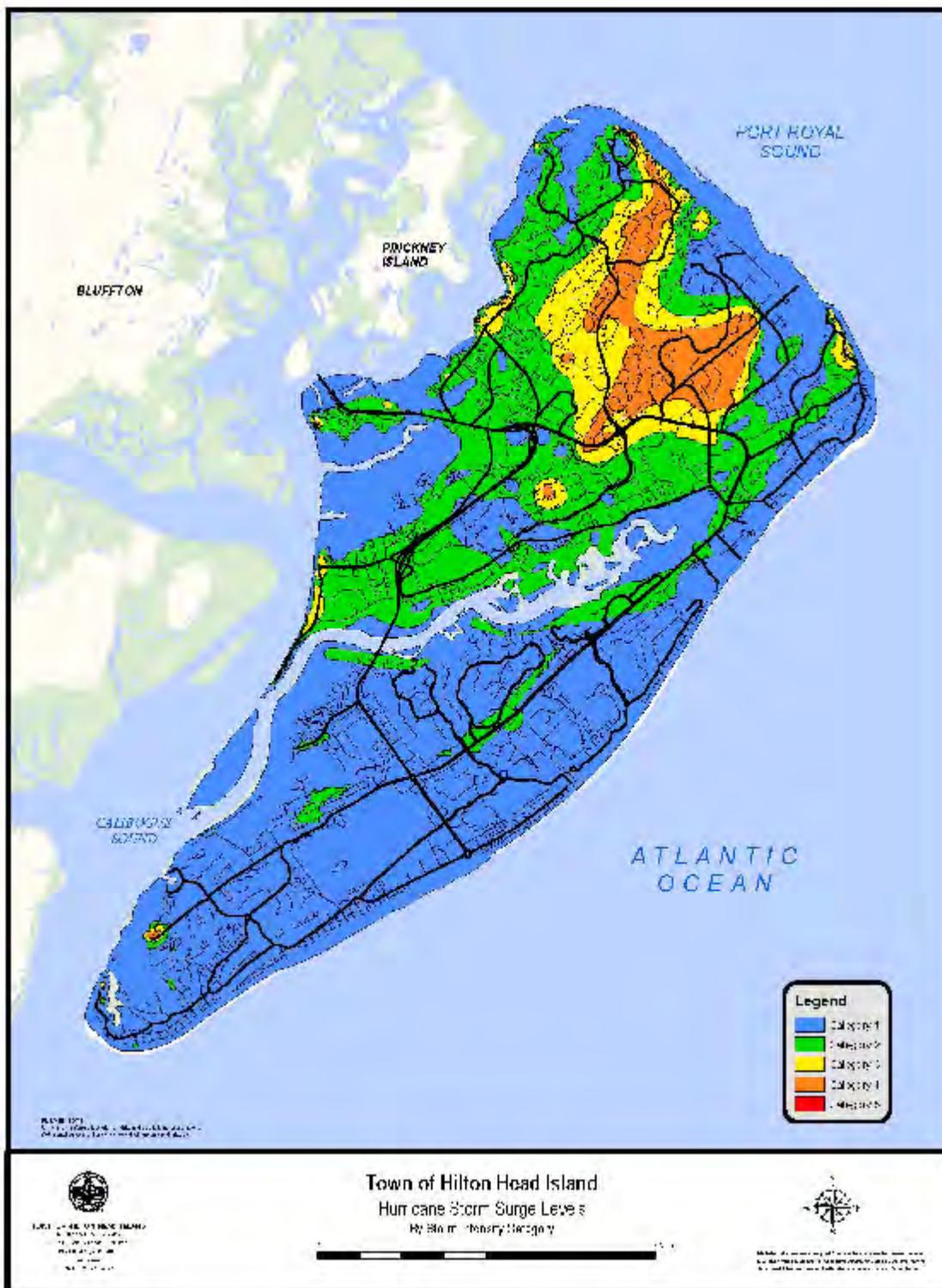
**Legend**

-  WARD #1
-  HILTON HEAD PLANTATION
-  INDIGO RUN
-  LONG COVE CLUB
-  PALMETTO DUNES
-  PALMETTO HALL
-  PORT ROYAL PLANTATION
-  SEA PINES
-  SHIPYARD
-  SPANISH WELLS PLANTATION
-  WEXFORD
-  Tidal Lines



**Town of Hilton Head Island**  
**Debris Management Plan**  
 Debris Estimated Quantity Calculation Areas  
 September 2009

## ATTACHMENT FIVE – HURRICANE SURGE MAP



## ATTACHMENT SIX – LANDFILL INFORMATION

The below landfill information was provided by Beaufort County in December 2008 and is subject to change based on Beaufort County's Debris Management Plan updates.

Name: HICKORY HILL LANDFILL

Address: Highway 462, Ridgeland, SC

Operated by: Waste Management, Inc.

Telephone: (843) 987-4643 x1324 Contact: Chris Carpentino

Estimated capacity remaining (cubic yards): 4,828,062 (as of fiscal year 2008)

Estimated daily processing capacity: (not available at time of this report)

Normal operating schedule: 7:30 – 5:00 Mon - Fri

Restrictions: Subtitle D landfill

Fees: \$48.38 / per ton

Other Factors: located in Jasper County

Distance from Honey Horn DMS: Approximately 21 miles

---

Name: OAKWOOD LANDFILL

Address: Route 1, Box 71UC, Ridgeland, SC

Operated by: Waste Management, Inc.

Telephone: (843) 987-4643 x1324 Contact: Chris

Estimated capacity remaining (cubic yards): 2,453,452

Estimated daily processing capacity: (not available)

Normal operating schedule: 7:00 – 4:30 Mon - Fri

Restrictions: C&D and LCD landfill

Fees: \$26/ton C&D \$17/ton Yard Waste

Other Factors: located in Jasper County

Distance from Honey Horn DMS: Approximately 35 miles

---

Name: BARNWELL RESOURCES

Address: 490 Brickyard Point Road South, Lady's Island, SC

Operated by: Troy Porter

Telephone: (843) 525-6137 Contact: Crystal

Estimated capacity remaining (cubic yards): 1,100,000

Estimated daily processing capacity: (not available)

Normal operating schedule: 7:30 – 4:15 Mon - Fri

Restrictions: C&D and LCD landfill

Fees: \$33/ton C&D \$30/ton Yard Waste

Distance from Honey Horn DMS: Approximately 42 miles

---

Name: Green Space, Inc.

Address: Strobhart Road, Ridgeland, SC

Operated by: Art Smith

Estimated capacity remaining (cubic yards): N/A

Estimated daily processing capacity: 200 tons

Normal operating schedule: 7:30 – 5:00 Mon - Sat

Restrictions: Clean burnable waste

Fees: \$48.38 / per ton

Other factors: Located in Jasper County

Distance from Honey Horn DMS: Approximately 24 miles

# ATTACHMENT SEVEN – DISPOSAL SITE AND EVALUATION REGISTRY

## Disposal Site Evaluation and Registry

This form is to be used as a checklist for local officials who want to meet federal environmental requirements for reimbursement by FEMA. If issues are present in the applicant's community, local officials are responsible for sending or faxing this form to the appropriate Federal and State Agencies for their clearance. The Agencies will review their records and return this form by fax to the local officials who must make this registry a part of their application package for reimbursement.

County/City/Town to be served: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ County: \_\_\_\_\_  
Legal Description/Lat-Long of Site: \_\_\_\_\_

Finding Directions: \_\_\_\_\_

Name of Site Owner\*: \_\_\_\_\_

- The County/City or Town must control the site, either through ownership or legal access agreement.

### Guidelines for Emergency Burning, Burial, and/or Stockpiling of Solid Waste

- Located above the 100-year floodplain and outside of wetlands. (The floodplain map used for locating the site shall be an original Flood Insurance Rate Map prepared by the Federal Emergency Management Agency, a copy of the flood Prone Area Map prepared by the US Geological Survey or a National Wetlands Inventory map that depicts the limits and elevations of any 100 year floodplain or wetland on or adjacent to the proposed site.)
- Located at least ¼ mile from a public or private water supply (surface or ground).
- The site cannot receive any waste that may attract birds or be located within 5,000 feet of any airport runway used by piston-engine aircraft or within 10,000 feet of any airport runway used by turbojet aircraft except as may be approved by the US Federal Aviation Administration.
- Provisions are in place to ensure that regulated hazardous waste; radioactive waste, regulated polychlorinated biphenyls (PCB) wastes or regulated infectious wastes are excluded.
- Applicant's Representative understands that the burial site must be properly closed and covered with 3 feet of soil.
- All burning of solid waste will be located at least 500 feet (preferably ½ mile) from an occupied residence.
- Provisions are in place to exclude the burning of rubber, plastics, asbestos and other similar materials that produce unreasonable amounts of air contaminants.
- Applicant's Representative understands that burning must be controlled so that the smoke does not create a traffic hazard.

Failure to comply with environmental requirements may jeopardize funding.

I \_\_\_\_\_ certify that the \_\_\_\_\_ has complied with all the above conditions:

Applicant's Representative \_\_\_\_\_ Date \_\_\_\_\_

If this form is not collected during the initial meeting with the Applicant, it should be mailed to the Disaster Field Office within seven days. Send to: Public Assistance Section, FEMA DFO, 1 Rock Island Arsenal/Bldg. 131, Rock Island, IL, 61299-5000.

FEMA Environmental Specialist \_\_\_\_\_ Date \_\_\_\_\_

+++++

### State or Federal Agency Certification

I certify that the above referenced site:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

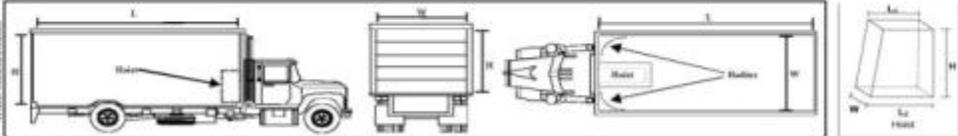
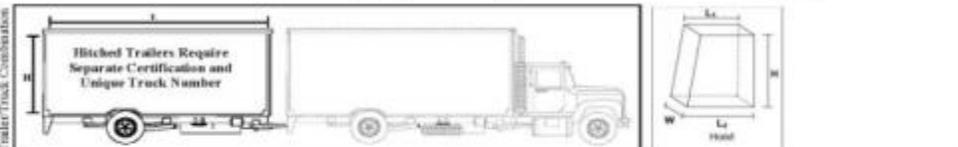
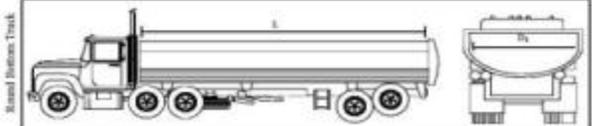
## ATTACHMENT EIGHT - DEBRIS MONITORING REPORTS

<b>Load Ticket</b>		Ticket No. <b>0012345</b>	
Municipality (Applicant)		Prime Contractor	
		Sub-Contractor	
<b>Truck Information</b>			
Truck No		Capacity	
Truck Driver (print legibly)			
<b>Loading Information</b>			
<b>Loading</b>	Time	Date	Inspector/Monitor
Location (Address or Cross Streets)			
<small>When Using GPS Coordinates use Decimal Degrees (N xx.xxxxx)</small>			
<b>N</b>		<b>W</b>	
<b>Unloading Information</b>			
Debris Classification		Estimated %, CYs, or Actual Weight	
<input type="checkbox"/> Vegetation <input type="checkbox"/> C&D <input type="checkbox"/> White Goods <input type="checkbox"/> HHW <input type="checkbox"/> Other* See Below			
<b>Unloading</b>	Time	Date	Inspector/Monitor
DMS Name and Location			
*Other Debris Explanation		Original:      Applicant Copy 1:        _____ Copy 2:        _____ Copy 3:        _____	

TRUCK CERTIFICATION FORM

General Information			
Applicant:	_____	Monitor:	_____
Contractor:	_____	Date:	_____
Measurement Location:	_____	County:	_____
Declaration Number:	_____		
Truck Information			
Make	Year	Color	License
_____	_____	_____	_____
Truck Measurements			
Performed By:	_____	Date:	_____
Volume Calculated By:	_____	Date:	_____
Both Checked by:	_____	Date:	_____
Driver Information			
Name:	_____		
Address:	_____		
Phone Number:	_____		
Owner Information			
Name:	_____		
Address:	_____		
Phone Number:	_____		
			
Truck Identification		Truck Capacity	
			
Photo			
<small>(See reverse for calculation worksheet)</small>			

**TRUCK CERTIFICATION FORM**

<b>DUMP TRUCK</b>			
<b>Measurements</b>			
Truck Measurements	Length (L) = <input style="width: 50px;" type="text"/>	Width (W) ft = <input style="width: 50px;" type="text"/>	Height (H) ft = <input style="width: 50px;" type="text"/>
Host Measurement	Length <sub>1</sub> (L <sub>1</sub> ) ft = <input style="width: 50px;" type="text"/> Length <sub>2</sub> (L <sub>2</sub> ) ft = <input style="width: 50px;" type="text"/>	Width <sub>1</sub> (W <sub>1</sub> ) ft = <input style="width: 50px;" type="text"/>	Height <sub>1</sub> (H <sub>1</sub> ) ft = <input style="width: 50px;" type="text"/>
Radius	Radius ft = <input style="width: 50px;" type="text"/> Height (H) = <input style="width: 50px;" type="text"/>		
<b>Calculations</b>			
Bed Volume (Basic)	$(L \times W \times H) / 27 =$ <input style="width: 50px;" type="text"/>	cyd	<div style="border: 1px solid black; width: 100%; height: 100%;"></div> <p>Cubic Yards</p>
Host Volume	$((L_1 - L_2 / 2) \times W_1 \times H_1) / 27 =$ <input style="width: 50px;" type="text"/>	cyd	
Radius Volume	$(3.14 \times R^2 \times H) / 27 =$ <input style="width: 50px;" type="text"/>	cyd	
Total =	<input style="width: 100px;" type="text"/>		
Truck Measurements			
<b>EXTRA TRAILER</b>			
<b>Measurements</b>			
Truck Measurements (Basic)	Length (L) = <input style="width: 50px;" type="text"/>	Width (W) ft = <input style="width: 50px;" type="text"/>	Height (H) ft = <input style="width: 50px;" type="text"/>
Host Measurement	Length <sub>1</sub> (L <sub>1</sub> ) ft = <input style="width: 50px;" type="text"/> Length <sub>2</sub> (L <sub>2</sub> ) ft = <input style="width: 50px;" type="text"/>	Width <sub>1</sub> (W <sub>1</sub> ) ft = <input style="width: 50px;" type="text"/>	Height <sub>1</sub> (H <sub>1</sub> ) ft = <input style="width: 50px;" type="text"/>
Radius	Radius ft = <input style="width: 50px;" type="text"/> Height (H) = <input style="width: 50px;" type="text"/>		
<b>Calculations</b>			
Bed Volume (Basic)	$(L \times W \times H) / 27 =$ <input style="width: 50px;" type="text"/>	cyd	<div style="border: 1px solid black; width: 100%; height: 100%;"></div> <p>Cubic Yards</p>
Host Volume	$((L_1 - L_2 / 2) \times W_1 \times H_1) / 27 =$ <input style="width: 50px;" type="text"/>	cyd	
Radius Volume	$(3.14 \times R^2 \times H) / 27 =$ <input style="width: 50px;" type="text"/>	cyd	
Total =	<input style="width: 100px;" type="text"/>		
Trailer/Truck Combination			
<b>ROUND BOTTOM TRUCK</b>			
<b>Measurements</b>			
Truck Measurements	Length (L) ft = <input style="width: 50px;" type="text"/>	Diameter (D) ft = <input style="width: 50px;" type="text"/>	
<b>Calculations</b>			
Approx. Volume $(3.14 \times (D/2)^2 \times L) / 27 =$ <input style="width: 100px;" type="text"/> cyd (round bottom portion only)			
Round Bottom Truck			
Cubic Yards			







# DISASTER DEBRIS HAULER

Truck #:			
Capacity:			CYD
Prime Contractor:	Disaster:		
Sub-Contractor:	Applicant:		

		<b>HAULOUT TICKET</b>
		#
Applicant:		Disaster #
Program:		Contractor:
Truck # :		Truck Capacity:
TDSR Site:		
<b>Haulout Debris Classification:</b>		
<input type="checkbox"/> Vegetative Mulch	<input type="checkbox"/> White Goods	
<input type="checkbox"/> Ash	<input type="checkbox"/> Hazardous Materials / Toxic	
<input type="checkbox"/> C & D Mulch	<input type="checkbox"/> Household Hazardous Waste	
<input type="checkbox"/> C & D Computed	<input type="checkbox"/> Other: _____	
Driver's Name:		Loading Odometer:
Loading Time:		Loading Date:
Monitor Signature:		I.D. #
=====		
Disposal Site Location:		Disposal Odometer:
Load Call (%):		Weight (tons / lbs.)
Disposal Time:		Disposal Date:
Monitor Name (print):		I.D. #
Contractor Name (print):		I.D. #
Notes:		
<small>White - Applicant    Green and Yellow - Contractor    Red - Driver    Gold - Site Dept</small>		
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**PROGRAM  
SURVEY DIAGRAM**

Survey Number

GENERAL INFORMATION					
Applicant:	Disaster #	Program:			
PROPERTY/OWNER INFORMATION					
Owner Name:	Phone #:	Cellular #:			
House #:	Street Name:	City:	State:	Zip:	
Parcel #:	ROE #:		GPS:		W:
SURVEY ITEMS					
<div style="border: 1px solid black; width: 150px; height: 100px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> <span style="font-size: 1.2em;">House</span> </div>					
<i>L = Leamer; H = Hanger; S = Stamp; SB = Rust Ball; WG = White Good; BP = Back Fall; T = Tire</i>					
Photographer:	I.D. #	Date:	Time:	A P	<input type="checkbox"/> Diagram
Assessor (print):	I.D. #	Supervisor (print)			I.D. #
Signature:			Signature:		
<small>Blue - Approval    Green and Yellow - Contractor    Pink and Gold - Site Captain</small>					
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		<b>RIGHT OF ENTRY SUPPLEMENT</b>			ROE Number	
Applicant:		Disaster #		Program:		
Owner Name:		Phone #:		Catalina #:		
House #:	Street Name:		City:	State:	Zip:	
Parcel #:	ROE #:		GPS:		N: W:	
Mailing Address (Line 1)			City:	State:	Zip:	
Mailing Address (Line 2)			Country			
Applicant Representative (Print):			ID #:	Date:	Time:	A P
Comments:						
<small>           FIVE - Ashland    Green and Yellow - Contractor    P&amp;M - Wv City    G&amp;M - Cassin, Ohio         </small>						
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**TIME AND MATERIALS  
LABOR AND EQUIPMENT LOG**



Applicant:		Employer:		Contractor:	
House #		Street / Work Site:		Parcel #	
Date:		Program:		Parent #	
<small>*Some cashing items may relate to an unsubmitted work permit. Item item and permit fees are not included in this report. For a full list of items, please refer to the BDR Time and Materials Log. Take note of the amount of work done.</small>					
CREW / EQUIP	RATE CODE	DESCRIPTION	START TIME	END TIME	GPS COORDINATES
1			A	N	W
2			A	N	W
3			A	N	W
4			A	N	W
5			A	N	W
6			A	N	W
7			A	N	W
8			A	N	W
9			A	N	W
10			A	N	W
11			A	N	W
12			A	N	W
13			A	N	W
14			A	N	W
Applicant Representative (print):			Contractor Representative (print):		
Signature:			Signature:		
ID #			ID #		

BDR - Applicant - Contractor - Job - Date - Operator - Job - Date - Operator  
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		UNIT RATE TICKET	
Applicant:		Disaster #	
Program:			
<input type="checkbox"/> Parks	<input type="checkbox"/> Right-of-Entry	<input type="checkbox"/> Time & Materials	
<input type="checkbox"/> ROW Lean/Hanger	<input type="checkbox"/> Stumps	<input type="checkbox"/>	
Contractor:		Crew #:	
Survey Item #:		GPS:	
		N:                      W:	
House #:	Street Name:	Zone #:	
Parcel #:		ROE #:	
Contract Rate Codes:			
1	3	5	7
2	4	6	8
			9 Other: _____
Contract Rate Sub-Code			
A	C	E	G
B	D	F	H
			I Other: _____
Unit Count:		Measurement:	
Start Time:	A	End Time:	A
	P		P
Date:			
Monitor Name (print):		I.D. #	
Contractor Name (print):		I.D. #	
Notes:			
<small>         BDR - Applicant      Gove and Inlets - Contractor      ROW - Other      ROW - Site Copy       </small>			
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		STUMP TICKET	
Applicant:		Disaster #	
Program:		Contractor:	
Truck/Crew # :		Capacity: <input type="checkbox"/> Flatbed/Lowboy	
Survey Item # :		GPS: N:                      W:	
House # :	Street / Load Origin:		Zone #:
Rate/Completion Determinants (Check all that apply):			
<input type="checkbox"/> Vegetative Stump		<input type="checkbox"/> Size Classification Stamp	
<input type="checkbox"/> Backfill Needed [CY: _____]		<input type="checkbox"/> Backfill Completed [CY: _____]	
Stump Diameter (whole inches):		Photo Filename:	
Inspector Name (print):		Agency:	
Driver's Name:		Odometer:	
Loading Time:		Loading Date:	
Monitor Name (print):		I.D.#	
TDSRS / Disposal Site Location:		Odometer:	
Disposal Time:		Disposal Date:	
Verified Diameter (whole inches):		Converted Cubic Yards:	
Monitor Name (print):		I.D. #	
Contractor Name (print):		I.D. #	
Notes:			
<small>Print Assistant    Gross and Tally    Contractor    Post Driver    Field Site Copy</small>			
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## ATTACHMENT NINE - RELEVANT ORDINANCES

### Title 8 Beaches, Waterways and Recreational Areas Chapter 1 Beaches

#### ARTICLE 5. ABANDONED MOTOR VEHICLES, BOATS AND/OR OTHER PROPERTY\*

\*Cross references: Junked or abandoned vehicles generally, § 12-1-411 et seq.

##### **Sec. 8-1-511. Abandoned vehicles, boats and/or other property.**

It shall be unlawful for any person to abandon any motor vehicle, boat and/or other property on the beach. Such property will be considered abandoned (and subject to section 8-1-512) if the property has remained in the same place for an excess of sixty (60) days. Any boat on the beach that is in a state of disrepair, damaged, or un-seaworthy as determined by the town manager or designee may be removed at any time. Upon determination that the property is abandoned or in a state of disrepair, damaged, or un-seaworthy as determined by the town manager or designee, a violation notice will be placed on the property and the owner, if determinable, will be sent a written notice by certified mail allowing thirty (30) days to remove such property, after which time the town may remove the property to a designated impoundment yard at the expense of the owner, if determinable, or dispose of the property by an alternative means at the discretion of the town manager or his designated agent.

(Ord. No. 87-4, § 2, 4-7-87; Ord. No. 05-11, § 1, 5-3-05; Ord. No. 05-33, § 1, 12-20-05)

##### **Sec. 8-1-512. Removal and disposition of abandoned property.**

(a) Any abandoned motor vehicle, boat and/or other property may be removed to a storage area approved by the town manager for safekeeping by or under the direction of an enforcement officer of the town.

(b) The owner of any removed property, before obtaining possession thereof, shall pay to the agent of the town all costs incurred for storage for such property and all reasonable costs incidental to the removal, storage and locating of the owner. If not reclaimed, the property may be sold thirty (30) days after removal, provided that preceding such public or private sale a public notice has been given. Upon approval by the town manager, the motor vehicle, boat and/or other property will be sold to the highest bidder. Property with an appraised value of less than one thousand dollars (\$1,000.00) may be disposed of by any alternative means at the discretion of the town manager or his designated agent.

(c) The town manager may promulgate regulations governing the alternative means of disposal of abandoned property of a value less than one thousand dollars (\$1,000.00) as by destruction, donation to an appropriate organization, or any other appropriate method designated by regulation, provided that no employee of the disposing agency shall be entitled to purchase or receive any such abandoned property unless purchased at public auction.

(d) The proceeds of any sale shall be forwarded to the town to pay for the costs of removal and storage, taxes and liens in that order. After the ownership at the time of the removal is established satisfactorily to the town, the owner shall be paid the remaining proceeds after payment of the foregoing costs and liens.

(e) If the owner of the property cannot be identified or located after a reasonable effort by the town, any remaining proceeds after costs, taxes and liens are paid will go to the town.

(Ord. No. 87-4, § 2, 4-7-87; Ord. No. 88-30, § 8, 12-19-88; Ord. No. 05-33, § 2, 12-20-05)

## **Title 9 Health and Sanitation**

### **Chapter 1 PUBLIC NUISANCE**

#### **Sec. 9-1-111. Prohibition.**

It shall be unlawful for any person or corporation to do any act which offends, endangers, injures or impairs the health, safety or life of any individual. Any such act is hereby declared a nuisance.

(Ord. No. 84-3, 2-6-84)

#### **Sec. 9-1-112. Public nuisances.**

(a) A public nuisance is defined as an offense against the public order and economy of the town, by unlawfully doing any act, or by omitting to perform any duty, which the common good, public decency or morals or the public right to life, health, safety, and the use of property requires and which at the same time annoys, injures, endangers, renders insecure or interferes with the rights of property of the whole community, or any considerable number of persons.

(b) Any person who creates a public nuisance as defined in subsection (a) shall be guilty of a misdemeanor punishable, upon conviction, in accordance with Section 1-5-10. The town manager may cause to be abated any common nuisance as defined in subsection (a). This section shall be cumulative in its effect and shall not be construed to repeal any existing ordinances in regard to nuisances.

(Ord. No. 2009-10, § 1, 4-21-09)

**Editor's note:** Ord. No. 2009-10, § 1, adopted April 21, 2009, added § 9-1-112 to the Code and renumbered the existing §§ 9-1-112 through 9-1-115 as 9-1-113 through 9-1-116.

#### **Sec. 9-1-113. Unsanitary, unsightly and unsafe conditions.**

(a) All premises within the town, whether vacant, improved or occupied, shall at all times be kept in a sanitary condition. All trash, garbage, debris and building materials, dead animals, junk, scrap, animal excretions, or other similar materials not contained or otherwise properly stored are hereby deemed unsanitary and declared to be a nuisance. The occupant or lessee of any premises and/or the owner, his agent, representative or employee having control of any vacant premises within the town, who shall permit or tolerate the existence of any of the conditions condemned in this section, upon conviction, shall be guilty of a misdemeanor.

(b) It shall be the duty of any owner and any lessee, occupant, agent or representative of the owner of any lot or parcel of land to remove all garbage, dead animals, animal excretions, trash and other debris and building materials, junk, scrap or other similar materials, as often as may be necessary to prevent the development of any of the conditions prohibited in this section.

(Ord. No. 84-3, 2-6-84; Ord. No. 2009-10, § 1, 4-21-09)

**Editor's note:** See the editor's note following § 9-1-112.

**Sec. 9-1-114. Conditions affording food or harborage for rats.**

(a) It shall be unlawful for any person to place, leave, dump or permit to accumulate any garbage, rubbish or trash in any building, vehicle and their surrounding areas in the town so that the same shall or may afford food or harborage for rats. Any violation of this subsection shall constitute a nuisance.

(b) It shall be unlawful and constitute a nuisance for any person to permit to accumulate on any premises, improved or vacant, or on any open lots or streets in the town, any lumber, boxes, barrels, bricks, stones or similar materials and permit them to remain thereon unless the same shall be placed on open racks that are elevated not less than eighteen (18) inches above the ground and evenly piled or stacked, so that these materials will not afford harborage for rats or violate any other provisions of this chapter.

(Ord. No. 84-3, 2-6-84; Ord. No. 2009-10, § 1, 4-21-09)

**Editor's note:** See the editor's note following § 9-1-112.

**Sec. 9-1-115. Abatement of nuisance.**

The town manager or his duly authorized agent, upon receiving notice of the existence of any condition declared by this chapter to be a nuisance, shall serve written notice upon the person responsible for such condition to clean up his premises and abate such nuisance within fifteen (15) days. This period may be

shortened if, in the opinion of the town manager, the circumstances require more immediate attention. It shall be sufficient notification to deliver the written notice or a copy thereof to the person to whom it is addressed or to deposit a copy of such notice in the United States mail properly stamped and directed to such person at his last known address and post a copy thereof on the premises upon which the nuisance exists. Upon failure of the person to whom the notice is directed to remove and abate the nuisance, as provided for herein, within fifteen (15) days after notice, the employees or agents of the town may enter upon the premises of the offending person and cause the nuisance to be removed therefrom, and such person shall be liable for the costs of removal in addition to being subject to prosecution for violating this chapter.

(Ord. No. 84-3, 2-6-84; Ord. No. 2009-10, § 1, 4-21-09)

**Editor's note:** See the editor's note following § 9-1-112.

**Sec. 9-1-116. Right of entry to abate.**

The town manager, his designee or any law enforcement officer, shall have the power to enter upon any premises in the town upon which there is suspected to be a nuisance, as provided for in this article, for the purpose of inspecting the premises for a nuisance, examining and abating the nuisance. It shall be unlawful for any person to in any manner hinder or obstruct any authorized officer or representative of the town, in the inspecting of any premises within the town limits, in the abatement or removal of any nuisance, or in the discharge of any of the duties prescribed in this chapter or any other ordinance for the prevention or correction of any unsanitary, unsightly, or unsafe condition in the town.

(Ord. No. 84-3, 2-6-84; Ord. No. 2009-10, § 1, 4-21-09)

**Editor's note:** See the editor's note following § 9-1-112.

**Sec. 9-1-117. Failure to abate; abatement by town.**

Any person who refuses or neglects to abate a nuisance, or any matter or thing which, in the opinion of the town manager, offends, endangers, injures, or impairs the public health, safety, or life of any individual, after having been notified of the requirement to do so, shall be deemed guilty of a misdemeanor, punishable, upon conviction, in accordance with Section 1-5-10. In the event of such refusal or neglect, the town manager may have removed or abated such nuisance, and all expense incurred in so abating or removing such nuisance shall be recoverable from the owner of the premises from which the nuisance shall be removed or abated, or from any person causing, permitting, or maintaining the nuisance, in the same manner as debts of like amounts are recoverable by law.

(Ord. No. 2009-10, § 1, 4-21-09)

**Sec. 9-1-118. Public nuisance abatement.**

*(a) Declaration of legislative findings.*

(1) Repetitive violations of certain provisions of this Code by owners, property managers, occupants or tenants of individual parcels of property tend to cause a deterioration of the general health, safety, welfare and good order of the community at large. Such acts or omissions place an inordinate burden on public resources, including law enforcement and code enforcement. Repetitive violations are not efficiently resolved by normal law enforcement techniques.

(2) For purposes of this section, repetitive violations tending to cause a deterioration of the general health, safety, welfare and good order of the community at large shall include, but not be limited to, assaults, assault and battery, aggravated assaults of any type under the state code or common law, or other violations of a similar serious nature which tend to cause injury to a person, and disturbing the peace due to loud and excessive noise.

(3) It is the intent of this section to secure the cooperation and assistance of property owners and tenants in effecting a solution to the problems associated with repetitive violations of the Town Code and state criminal statutes, as described in paragraph (a)(2). The result of this effort will be to enhance the general welfare, health, safety, and good order of the community.

*(b) Public nuisances declared.*

(1) Any real property upon which its owners, property managers, tenants or occupants cause, permit, or maintain any activity that constitutes a violation, as described in paragraph (a)(2), which results in frequent calls for service by law enforcement officials during a relatively short period of time, as defined in paragraph (b)(2) herein, is hereby declared to be a public nuisance.

(2) For the purposes of this section, three (3) or more calls for service to address separate violations, as described in paragraph (a)(2), within any six-month period, or four or more such violations within any twelve-month period, shall constitute a public nuisance.

(3) Whenever a public nuisance exists as described in this section, the town manager may send a written notice to the owner of the property, property manager, tenant, or occupant advising the owner, property manager, tenant, or occupant that the property has been declared a public nuisance. Notice shall be presumed when the written notice is either personally served upon the owner, property manager, tenant, or occupant or mailed to the last known address of the owner, property manager, tenant, or occupant. The notice shall require the owner, property manager, tenant, or occupant to take reasonable measures to

promptly abate the nuisance. If within thirty (30) days after the owner, property manager, tenant, or occupant have been given notice that the property is a nuisance the town manager is made aware that the nuisance has not been abated, the town manager may issue an order of abatement to the owner, property manager, tenant, or occupant and may suspend the business license of any business deemed by the town manager to be causing, permitting, or maintaining the nuisance.

(4) If within twelve (12) months after the owner or property manager of a property has been given notice that the property is a nuisance as provided in subsection (b)(3) above, another violation, as described in paragraph (a)(2), occurs on the property that necessitates a call for service by law enforcement officials, the town manager may issue an order of abatement to the owner or property manager and may suspend the business license of any business deemed by the town manager to be causing, permitting, or maintaining the nuisance.

(5) The order of abatement shall be in writing, shall state that the property constitutes a public nuisance, and shall require the owner or property manager to take reasonable measures designed to immediately abate the nuisance and to prevent a recurrence. Those measures may include, but are not limited to, making improvements to the property, removal of debris, installation of lighting to enhance security, hiring of security personnel, or the initiation and execution of eviction proceedings against the tenants or occupants who cause, permit, or maintain the violations.

(6) The order of abatement shall be served in the same manner as civil process upon the owner or property manager of the property. The order of abatement shall provide the owner or property manager a reasonable opportunity to meet with the town manager to discuss the allegations in the order of abatement and the need for abatement measures. The failure to implement the abatement measures specified in the order of abatement or subsequently agreed to within the 15 days following the date of the order of abatement, or within any other agreed period, shall constitute a violation of this Code, punishable as authorized by Section 1-5-10 of this Code.

(7) Property owners or business owners whose property or business is declared a public nuisance and issued an order of abatement issued pursuant to this chapter by the town manager may appeal to the town council by filing a written notice of appeal in the office of the town manager, such notice of appeal to be filed not later than ten (10) days following the service of the order of abatement. Appeals shall be scheduled for a hearing at town council within thirty (30) days after receipt of a written notice of appeal at a regular or special meeting of which the appellant has been given written notice. At the hearing all parties shall have the right to be represented by counsel, to present testimony and evidence and to cross-examine witnesses. The proceedings shall be recorded and transcribed at

the expense of the party so requesting. The rules of evidence and procedure for the hearing shall be prescribed by town council and shall govern the hearing. Town council shall by majority vote of members present render a decision, which shall be served upon all parties or their representatives. The decision shall be final unless appealed to the circuit court within ten (10) days after service.

(8) The procedures, penalties and remedies provided herein are in addition to and supplemental to the powers and procedures conferred by any other law or ordinance.

(Ord. No. 2009-10, § 1, 4-21-09)

## **Chapter 5 GARBAGE AND TRASH**

### **Sec. 9-5-111. Unauthorized removal of material from trash, waste, or recycling receptacles.**

It shall be unlawful for anyone other than a duly authorized agent of the town to remove material from trash or waste receptacles owned and/or maintained by the town; or, from any other receptacle which is identified as a recycling container.

(Ord. No. 89-22, § 1, 9-18-89)

### **Sec. 9-5-211. Postdisaster debris collection.**

(a) In the event of a natural or manmade disaster that has been declared a public emergency by the mayor or other authorized official, the town may exercise its authority to implement the measures set forth herein.

(b) The town manager shall have the authority and responsibility to protect the public health and safety. The town manager shall have the authority to remove debris which poses an immediate threat to life, public health and safety, significant damage to improved public and private property, and the economic recovery of the town.

(c) The town is hereby authorized to enter upon and remove debris from public and private roads, rights-of-way, storm drainage easements, and ingress/egress easements within town limits, including private communities, for the purposes of emergency vehicle travel, stormwater conveyance, protecting public health and safety, facilitating response and recovery operations, and for any other purpose the town manager determines is necessary to remove an immediate threat to life, public health and safety, significant damage to improved public and private property, and the economic recovery of the town.

(Ord. No. 2009-37, § 1, 12-15-09)

## **Chapter 8 UNINHABITED, UNSAFE BUILDINGS/STRUCTURES**

**Sec. 9-8-10. Generally.**

(a) All uninhabited buildings/structures regulated by this chapter which are structurally unsafe or not provided with adequate egress, or which constitute a fire hazard or are otherwise dangerous to human life, are for the purposes of this chapter unsafe. Any use of uninhabited buildings/structures constituting a hazard to safety, health or public welfare by reasons of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage or abandonment are for the purposes of this chapter unsafe uses. All such uninhabited, unsafe buildings/structures or appendages are hereby declared to be public nuisances and shall be abated by alteration, repair, rehabilitation, demolition or removal in accordance with the procedures set forth in this chapter.

(b) It shall be unlawful for any owner or party in interest thereof to keep or maintain any building/structure or part thereof which is an uninhabited, unsafe building/structure as herein defined.

(Ord. No. 01-23, § 1, 11-20-01)

**Sec. 9-8-20. Defined.**

As used in this chapter, "uninhabited, unsafe building/structure" means any uninhabited building/structure which has been determined to be unsafe by the building official pursuant to article 1, Administration, of the Official Construction Code in section 115.1.

(Ord. No. 01-23, § 1, 11-20-01)

**Sec. 9-8-30. Declared public nuisance.**

All uninhabited, unsafe buildings/structures as defined herein are hereby determined to be public nuisances and shall be abated by alteration, repair, rehabilitation, demolition or removal in accordance with the procedures specified hereinafter.

(Ord. No. 01-23, § 1, 11-20-01)

**Sec. 9-8-40. Condemnation proceedings.**

The building official shall examine or cause to be examined every uninhabited building/structure or portion thereof reported as unsafe or damaged, and if such is found to be an uninhabited, unsafe building/structure as defined in this chapter, he shall commence proceedings to cause the alteration, repair, rehabilitation, demolition or removal of the building.

(Ord. No. 01-23, § 1, 11-20-01)

**Sec. 9-8-50. Notice and order.**

The building official shall issue a notice and order directed to the owner or party in interest of the uninhabited, unsafe building/structure stating the defects thereof. This notice shall require the owner or party in interest of the uninhabited, unsafe building/structure or premises within sixty (60) days to commence either the required alterations, repairs, improvements, demolition or removal of the uninhabited, unsafe building/structure or portions thereof, and all such work shall be completed within such period of time as the building official shall determine to be reasonable to accomplish the work, which period shall be stated in the notice. If necessary, such notice shall also require the uninhabited, unsafe building/structure or portion thereof not to be used until the required repairs and improvements are completed, inspected and approved by the building official. If the building official concludes that the structure must be demolished, the cost of demolition shall be borne by the town if the owner or party in interest of the structure qualifies within eighty (80) percent of the median household income as defined by the United States Department of Housing and Urban Development for the county.

(Ord. No. 01-23, § 1, 11-20-01; Ord. No. 2002-39, § 1, 11-19-02)

**Sec. 9-8-60. Service of notice and order.**

Service of the notice and order shall be made upon the owner or party in interest either personally or by:

(1) Mailing a copy of such notice and order, by certified mail, postage prepaid, return receipt requested, to each owner of or party in interest in the property as indicated by the records of the county tax assessor; or

(2) If no address so appears or is known to the building official, a copy of the notice and order shall be mailed to the owner or party in interest at the address of the uninhabited, unsafe building/structure, and a copy of the notice shall also be posted in a conspicuous place on the uninhabited, unsafe building/structure.

The failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this chapter. Service by certified mail in the manner herein provided shall be effective on the date of mailing. Proof of the service of the notice and order shall be by affidavits sworn to by the person effecting service, declaring time, date and the manner in which the service was made. The affidavit, together with any receipt card, return and acknowledgement of receipt by certified mail, shall be affixed to the copy of the notice and order retained by the building official.

(Ord. No. 01-23, § 1, 11-20-01)

**Sec. 9-8-70. Posting of signs.**

The building official shall cause to be posted at the main entrance of such an uninhabited, unsafe building/structure a notice to read: "DANGER--THIS BUILDING/STRUCTURE IS DECLARED UNSAFE." Such notice shall remain posted until the required repairs, demolition or removal is completed. Such notice shall not be removed without written permission of the building official, and no person shall enter this unsafe building/structure except for the purpose of making repairs required or demolition of the unsafe building/structure.

(Ord. No. 01-23, § 1, 11-20-01)

**Sec. 9-8-80. Condemnation of uninhabited, unsafe building/structure.**

If, at the expiration of any time limit and the notice provided for in section 9-8-50, the owner or party in interest has not complied with the requirements thereof, the building official may recommend abatement in accordance with the provisions set out hereinafter.

(Ord. No. 01-23, § 1, 11-20-01)

**Sec. 9-8-90. Notice of public hearing.**

Notwithstanding any other provision of this chapter, when the whole or any part of any uninhabited building/structure is found to be in a dangerous or unsafe condition, the building official, having ascertained that the time for providing a notice has expired and that the nuisance has not been abated, shall issue a notice to each owner of record or party in interest of record in whose name the property appears on the last local tax assessment record to appear at a hearing before the construction board of adjustments and appeals and show cause why the building/structure should not be demolished or otherwise made safe. Notice shall be given to the parties in the same manner as provided for in section 9-8-60 of this chapter to appear at the hearing on the date, time and place specified in the notice, which shall not be less than ten (10) days after the mailing of this notice. When the whereabouts of such persons are unknown and cannot be ascertained by the building official in the exercise of reasonable diligence, the building official shall make an affidavit to that effect; then the serving of such complaint upon or order upon such person shall be made by publishing it once every week for two (2) consecutive weeks in a newspaper of general circulation printed and published in the county. A copy of such complaint or order shall be filed with the clerk of court in the county in which the uninhabited, unsafe building/structure is located.

(Ord. No. 01-23, § 1, 11-20-01)

**Sec. 9-8-100. Hearing.**

After receipt of an answer, the board shall conduct the hearing at the time and location fixed by the complaint and notice.

(Ord. No. 01-23, § 1, 11-20-01)

**Sec. 9-8-110. Failure to appear.**

Failure of any person to appear at the hearing set in accordance with the provisions of this chapter shall constitute a waiver of his rights to the administrative hearing on the notice.

(Ord. No. 01-23, § 1, 11-20-01)

**Sec. 9-8-120. Scope of hearing.**

The hearing shall offer the owner or party in interest the opportunity to be heard on only those specified matters or issues raised by the notice of violation. The owner or party in interest may appear at the hearing in person or through his attorney or other designated representative.

(Ord. No. 01-23, § 1, 11-20-01)

**Sec. 9-8-130. Staying of notice under appeal.**

Any notice issued by the building official under the provisions of this chapter shall be held in abeyance during the course of an appeal.

(Ord. No. 01-23, § 1, 11-20-01)

**Sec. 9-8-140. Provisions for hearing appeals.**

(a) *Rules.* A hearing shall not be required to be conducted in accordance with the technical rules regulating evidence and testimony prevailing in courts of law or equity. The board may grant continuances for good cause.

(b) *Oaths, affirmations.* In any proceeding under this chapter, any member of the board shall have the power to administer oaths and affirmations and certify official acts.

(c) *Evidence.* Relevant evidence shall be admitted if it is the type on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or evidence over objections in civil courts.

(d) *Inspections.* The board may inspect any uninhabited, unsafe building/structure or premises involved in a hearing during the course of the hearing, provided the following are complied with:

(1) Notice of such inspection is given to the parties prior to making the inspection; and

(2) The parties are allowed to be present during inspection; and

(3) The inspector states for the record upon completion of the inspection the facts observed and any conclusions drawn therefrom.

(Ord. No. 01-23, § 1, 11-20-01)

**Sec. 9-8-150. Recourse.**

If the owner or party in interest is aggrieved by the decision of the construction board of adjustments and appeals, nothing in this chapter shall be construed as depriving him of seeking redress in civil or other applicable courts. Said appeal must be filed within thirty (30) days from the effective date of the board's final decision.

(Ord. No. 01-23, § 1, 11-20-01)

**Sec. 9-8-160. Implementation.**

*Failure to commence work.* Whenever the required repair, vacation or demolition is not commenced within ten (10) days after the effective date of the board's order, the building official may cause the uninhabited, unsafe building/structure to be repaired to the extent required to render it safe; or if the notice requires demolition, to cause the uninhabited, unsafe building/structure to be demolished and all debris be removed from the premises.

(Ord. No. 01-23, § 1, 11-20-01)

**Sec. 9-8-170. Interference.**

No person shall obstruct or interfere with the implementation of any act required by the final notice of the building official or the board. Any person found interfering or obstructing such action shall be prosecuted to the extent provided for by the law.

(Ord. No. 01-23, § 1, 11-20-01)

**Sec. 9-8-180. Recovery of cost of repair or demolition.**

If the owner or party in interest of any uninhabited building/structure which has been condemned as unsafe by the building official, after being notified by the building official in writing of the uninhabited, unsafe building/structure, shall permit it to stand or continue in that condition, he shall forfeit and pay a fine of not more than twenty-five dollars (\$25.00) for each day such uninhabited, unsafe building/structure continues in such condition after such notice. The costs of repair or demolition shall be borne by the owner or party in interest to the extent permitted by law.

(Ord. No. 01-23, § 1, 11-20-01)

**Sec. 9-8-190. Buildings/structures creating immediate danger.**

Notwithstanding any other provision of this chapter, any uninhabited building/structure that has been determined to be an immediate danger to life, health, safety or property shall be abated immediately in order to protect life, health, safety or property. The building official may take whatever steps are necessary to make the uninhabited, unsafe building/structure safe including, but not limited to, the demolition of the uninhabited, unsafe building/structure.

(Ord. No. 01-23, § 1, 11-20-01)

**Title 12 Motor Vehicles and Traffic Control  
Chapter 1 Operation of Motor Vehicles**

**ARTICLE 4. JUNKED OR ABANDONED VEHICLES\***

\***Cross references:** Abandoned motor vehicles, boats or other property on beaches, § 8-1-511 et seq.

**Sec. 12-1-411. Abandonment unlawful.**

It shall be unlawful to abandon any motor vehicle on any public street or public grounds or upon any privately owned property, and it shall be unlawful for any person controlling privately owned property to abandon or to permit the abandonment thereupon of any motor vehicle. Provided, however, that no person controlling privately owned property shall be criminally liable for the abandonment of motor vehicles thereupon by others if such person assists the duly designated officials of the town in disposing of the motor vehicle in the manner prescribed in this article.

(Ord. No. 84-3, 2-6-84; Ord. No. 87-10, § 1, 7-6-87)

**Sec. 12-1-412. Abandoned vehicles defined.**

For the purpose of this article, a motor vehicle shall be determined to have been abandoned in the following circumstances:

(1) It is in a state of disrepair, partially dismantled, discarded or wrecked; or it is incapable of self-propulsion or being moved in the manner for which it was originally intended; or

(2) The certificate of registration has expired, and the registered and legal owner no longer resides at the address listed on the certificate of registration on record with the department of motor vehicles and cannot be found after a reasonable search; or

(3) Manufacturer's serial plates, motor vehicle identification numbers, license number plates or any other means of identification have been removed so as to nullify efforts to locate or identify the registered and legal owner; or

(4) The vehicle is more than seven (7) years old and does not bear a current license plate; or

(5) The registered and legal owner of record disclaims ownership or releases his rights thereto; or

(6) It is a semitrailer which remains at a loading area for use as storage; or

(7) It is a semitrailer that does not bear a current license plate; or

(8) It is a semitrailer that is in a state of disrepair; or

(9) It is a semitrailer that remains on private or public property in excess of thirty (30) days; or

(10) It is left on property owned or operated by the town for a period of more than forty-eight (48) hours; or

(11) It is left on private property without the consent of the owner, occupant or lessee thereof for a period of more than twenty-four (24) hours; or

(12) It is left on any public street or highway in the town for a period of more than forty-eight (48) hours.

Exempt: Semitrailer(s) located on property that have an active town building permit; mobile homes being used as a domicile.

(Ord. No. 84-3, 2-6-84; Ord. No. 87-10, § 2, 7-6-87; Ord. No. 95-15, § 2, 6-6-95)

**Sec. 12-1-413. Removal and disposition of abandoned motor vehicles.**

(a) Any abandoned motor vehicle may be removed to a storage area approved by the town manager for safekeeping by or under the direction of a law enforcement officer. Written notice by mail of the removal shall be given within fifteen (15) days of impoundment to the registered owner of the vehicle by the town or the designated agent of the town.

(b) The owner of any removed vehicle, before obtaining possession thereof, shall pay to the agent of the town, storage for the vehicle and all reasonable costs incidental to the removal, storage and locating of the owner. The vehicle may be sold forty-five (45) days after removal, provided that preceding such public or private sale three (3) disinterested dealers or garage men must determine in writing the value of the vehicle. A vehicle with an appraised value less than fifty dollars (\$50.00) may be disposed of by any means in the discretion of the storing agent of the town.

(c) The proceeds of any sale shall be forwarded to the town to pay for the costs of removal and storage, taxes and liens in that order. After the ownership at the time of the removal is established satisfactorily to the town, the owner shall be paid the proceeds as remains after payment of the foregoing costs and liens.

(Ord. No. 84-3, 2-6-84)

**Sec. 12-1-414. Licensed automobile dealers and body shops excluded.**

The provisions of this article pertaining to motor vehicles abandoned on private property do not apply to licensed automobile dealers and body shops provided that all abandoned or junked motor vehicles are screened from view and are physically in an area zoned for this type of business. The screening shall be maintained in good condition and shall be provided within ninety (90) calendar days of the adoption of this section.

(Ord. No. 87-10, § 3, 7-6-87)

**Sec. 12-1-415. Vehicles in enclosed buildings excluded.**

A vehicle or part thereof which is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property is excluded from the provisions of this article.

(Ord. No. 87-10, § 4, 7-6-87)

**Sec. 12-1-416. Entry upon private property for removal or abatement authorized.**

The town manager or any police or code enforcement officer of the town is authorized to enter upon private property for the purpose of enforcing the provisions of this article. It shall be unlawful for any person to interfere with, hinder, or refuse to allow such public official to enter upon private property for the purpose of enforcing the provisions of this article.

(Ord. No. 87-10, § 5, 7-6-87)

## **Title 15 Building and Building Codes**

### **Chapter 13 DISASTER EMERGENCY PERMITTING**

#### **ARTICLE 3. UNSAFE BUILDINGS**

##### **Sec. 15-13-301. Unsafe buildings.**

Notwithstanding any other provision of this chapter, any uninhabited/unsafe structure or building that has been determined to be an immediate danger to life, health, safety or property shall be abated immediately in order to protect life, health, safety or property. The building official may take whatever steps are necessary to make the uninhabited, unsafe building/structure safe including but not limited to the demolition of the uninhabited/unsafe building/structure.

#### **ARTICLE 4. DEFINITIONS**

##### **Sec. 15-13-401. Definitions.**

*Disaster:* Any occurrence of widespread or severe damage, injury, or loss of life or property resulting from a natural, technological, or national security incident, including but not limited to earthquake, explosion, fire, flood, high water, hostile military action, hurricane, landslide, mudslide, storm, tidal wave, tornado, or wind-driven water, when a state of emergency is declared by the mayor pursuant to section 7-7-20 of the Municipal Code of the Town of Hilton Head Island.

*Fair market value:* As defined by FEMA, replacement cost of structure less depreciation.

*Appraisals:* Appraisal from South Carolina certified appraiser for type of structure using the fair market value approach as defined by FEMA. (Appraisal must be within eighteen (18) months of the application date).

*or*

Beaufort County current assessed value plus twenty-five (25) percent (one hundred twenty-five (125) percent of county assessed value).

(Ord. No. 06-10, § 1, 6-20-06)

## **Land Management Ordinance**

### **Chapter 9 Disaster Recovery**

#### **ARTICLE II. PROCEDURES**

Note: Ordinance No. 2008-05 amended Article II in its entirety and enacted similar provisions as set out herein. Former Article II derived from Ordinance 2006-13, adopted July 18, 2006.

##### **Sec. 16-9-201. Purpose**

These procedures are intended to allow a property owner to obtain approval to repair, reconstruct, or rebuild any structure, that is damaged or destroyed as a direct result of a disaster to the state or condition that existed prior to the disaster without the necessity of a full review as may otherwise be required under Chapter 3, Article III of this Title. Any application to repair, reconstruct or rebuild a structure that does not comply with the following procedures shall only be reviewed and acted on pursuant to other applicable Chapters of this Title.

(Revised 2/19/08--Ordinance 2008-05)

##### **Sec. 16-9-202. Placards and Safety Assessment**

Following a disaster, the Town will perform a safety assessment to determine the safety of structures that sustained damage or were destroyed as a result of the disaster. When the safety assessment is complete, each structure will receive a placard informing the owner about the safety of the structure. The following placards will be issued following a safety assessment:

- A. Green Placard means Inspected--Lawful Occupancy Permitted.
- B. Yellow Placard means Restricted Use.
- C. Red Placard means Unsafe--Do Not Enter or Occupy.

(Revised 2/19/08--Ordinance 2008-05)

##### **Sec. 16-9-203. Planning Review Not Required**

A. Any structure that sustains damage as a direct result of a disaster and receives a green placard after a safety assessment may be repaired to the state or condition that existed prior to the disaster without the necessity of obtaining

planning approval. The work must be completed within 18 months of when the Mayor declares the Town is ready to begin receiving applications for permits after the declared disaster.

B. If a structure receives a green placard after a safety assessment and the repair is delayed through litigation or other cause beyond the control of the owner, then the time of such delay shall not be considered when computing the 18-month period.

C. The requirements of Title 15 of the Municipal Code of the Town of Hilton Head Island shall be met.

D. For applicants who do not meet the time period set forth by paragraphs A and B, any repair that occurs must comply with all requirements of this Title.

(Revised 2/19/08--Ordinance 2008-05; Revised 2/3/09--Ordinance 2009-02)

#### **Sec. 16-9-204. Manufactured Homes**

Manufactured homes that are damaged or destroyed may be repaired, replaced, or changed to stick built construction using the following:

A. If the structure receives a green placard after safety assessment, the structure may be repaired compliant with Section 16-9-203.

B. If the structure receives a yellow or red placard after safety assessment, the structure may be repaired, replaced, or changed to stick built construction.

1. The structure may be repaired provided the requirements of Title 15 of the Municipal Code of the Town of Hilton Head Island are met.

2. The structure may be replaced using the current replacement application and procedures followed by the Town of Hilton Head Island and Beaufort County.

3. The structure may be removed and a stick built home may be constructed under the current regulations for review and approval. This would be considered a change to the existing condition so the benefits of Section 16-9-208 would not apply.

(Revised 2/19/08--Ordinance 2008-05)

**ATTACHMENT TEN - AGREEMENTS WITH GATED COMMUNITIES**

C45-2004  
MOA #1

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**MEMORANDUM OF AGREEMENT-**

**THIS AGREEMENT** is made and entered into this 16<sup>th</sup> day of July, 2004, by and between the Town of Hilton Head Island, South Carolina, (hereinafter referred to as the "Town"), and the below listed Planned Unit Development (PUD) or Property Owners Association (POA).

**WHEREAS**, the Town seeks to establish and maintain a high level of pre-disaster readiness to execute the storm debris management mission in the wake of a hurricane or other disaster; and

**WHEREAS**, the Town has contracted for debris management services within the Town limits of the Town of Hilton Head Island; and

**WHEREAS**, the Town recognizes the urgent need to re-establish the publicly and privately maintained transportation network throughout the Town following a disaster; and

**WHEREAS**, the aftermath of a disaster event could produce a significant debris clearing, reduction, and disposal mission, which would greatly exceed the capabilities of owners of private road networks (i.e., planned unit developments, property owner associations), to adequately respond; and

**WHEREAS**, restoration of utility services cannot be effectively performed without proper access to a clear transportation network;

**NOW, THEREFORE**, the below listed agreements (as indicated by a  placed in the boxes shown by the representative of the Planned Unit Development (PUD) or Property Owners Association (POA) between the Town and the named PUD or POA are established in the event of a disaster that produces a significant volume of debris.

Planned Unit Development or POA \_\_\_\_\_

Solid Waste District #3 Hilton Head Island

Land Use

Agrees to permit the Town to use the identified properties as Debris Management Locations (DMLs) for the duration. The Federal Emergency Management Agency (FEMA) has established the disaster debris mission completion duration at six months with two possible six-month extensions depending upon the magnitude of the disaster. Properties must meet the specifications identified in prevailing Town policy. The Town's debris management contractor shall restore the property to pre-use condition upon completion of the debris mission. There will be no compensation for use of this property. This DML will be used only for the staging, segregation, temporary storage and reduction of burnable debris and burnable construction debris originating within the identified solid waste district. List any properties by parcel number.

Properties:  
DOG BAIL FIELDS - CORNER OF SURRY LANE AND  
SCARBOROUGH DRIVE

Road Clearance & Burnable Debris Removal

Agrees to permit the Town or its public or private agents uncontested access to the platted road network for the purpose of responding to the debris mission following a storm event. The Town or its agents will perform the following work:

- Initially clear two lanes of traffic (one lane in each direction) by pushing disaster debris to the edge of the two-lane width.
- Subsequent clearance of the entire traveled-way by pushing disaster debris to the edge of the traveled-way.
- Subsequent removal of all disaster debris from the platted road network right-of-way (The Town of Hilton Head Island or its agents assume no liability or responsibility for the damage of utilities in the course of the debris response mission).
- Pick-up of segregated debris piles placed at the edge of the road ROW in accordance with prevailing Town policy.

This agreement does not cover the clearance, collection or removal of debris from golf courses or other designated open space. Further, The Town of Hilton Head Island and its agents shall be held harmless from damage to property and utilities in the course of performing the debris mission with due diligence.

Equipment & Materials Staging Area

Agrees to permit the storage of equipment and materials (exclusive of significant debris quantities) on designated parcels of property in support of the debris management mission in the general vicinity. List properties by parcel number.

Properties:

POA MAINTENANCE YARD - 7 SURREY LAKE  
SPRING LAKE RECREATION AREA

Personnel and equipment

Agrees to use equipment and personnel employed by the PUD for the clearance of roads and ROW within the PUD or POA if such assets are available. List personnel by name, position title and hourly rate (salary and benefits). (Can be provided at time of disaster).

Personnel:

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List equipment by Manufacturer and model:

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This commitment of personnel and equipment is not contingent upon possible reimbursement by any government agency. Further, no commitment to reimbursement by Federal, State or Local Governments is implied.

Debris Management Location (DML) access

The Town of Hilton Head Island agrees to permit agents of this PUD or POA to bring burnable debris and burnable construction debris only to a DML operated by the Town (or its agents) for reduction and subsequent disposal. Loads will be accounted for by a load ticket system employed by the DML operator. Mixed debris will not be accepted. The Town (and its agents) reserves the right to refuse loads. This commitment does not suggest any reimbursement to the PUD or POA for its assumption of the debris hauling mission.

Planned Unit Development or POA Hilton Head Plantation  
Title General Manager  
Print Name T. Peter Kristian  
Signature T. Peter Kristian

Engineering Department Representative (Town of Hilton Head Island) Scott J. Riley  
Town Manager Stephen G. Riley, AICP  
Signature Stephen G. Riley



waive any action, either legal or equitable that might arise out of any activities on the above described property.

4. The POA will mark any disaster damaged sewer lines, water lines, and other utility lines located on the described property.
5. The POA (has     , has not X) (will     , will not X) receive(d) any compensation for debris removal from any other source including Small Business Administration (SBA), National Resource Conservation Service (NRCS), private insurance, individual and family grant program or any other public assistance program.
6. The POA will report for the described property any insurance settlements received for debris removal that has been performed at government expense.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

TOWN OF HILTON HEAD ISLAND

\_\_\_\_\_  
WITNESS

By: [Signature]  
Town Manager

Date: 7-21-04

\_\_\_\_\_  
WITNESS

[Signature: Sharon P. White]  
WITNESS

By: [Signature]  
General Manager, Hilton Head Plantation

Date: 7/16/04

[Signature]  
WITNESS

7500 PINE LANE, HHI, SC 29926  
POA Address and Telephone Number  
681-8800

C45-2004/MOA#6

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

MEMORANDUM OF AGREEMENT-

THIS AGREEMENT is made and entered into this 23rd day of July, 2004, by and between the Town of Hilton Head Island, South Carolina, (hereinafter referred to as the "Town"), and the below listed Planned Unit Development (PUD) or Property Owners Association (POA).

WHEREAS, the Town seeks to establish and maintain a high level of pre-disaster readiness to execute the storm debris management mission in the wake of a hurricane or other disaster; and

WHEREAS, the Town has contracted for debris management services within the Town limits of the Town of Hilton Head Island; and

WHEREAS, the Town recognizes the urgent need to re-establish the publicly and privately maintained transportation network throughout the Town following a disaster; and

WHEREAS, the aftermath of a disaster event could produce a significant debris clearing, reduction, and disposal mission, which would greatly exceed the capabilities of owners of private road networks (i.e.- planned unit developments, property owner associations), to adequately respond; and

WHEREAS, restoration of utility services cannot be effectively performed without proper access to a clear transportation network;

NOW, THEREFORE, the below listed agreements (as indicated by a  placed in the boxes shown by the representative of the Planned Unit Development (PUD) or Property Owners Association (POA) between the Town and the named PUD or POA are established in the event of a disaster that produces a significant volume of debris.

Planned Unit Development or POA Palmetto Hall Plantation

Solid Waste District #3 Hilton Head Island

Land Use

Agrees to permit the Town to use the identified properties as Debris Management Locations (DMLs) for the duration. The Federal Emergency Management Agency (FEMA) has established the disaster debris mission completion duration at six months with two possible six-month extensions depending upon the magnitude of the disaster. Properties must meet the specifications identified in prevailing Town policy. The Town's debris management contractor shall restore the property to pre-use condition upon completion of the debris mission. There will be no compensation for use of this property. This DML will be used only for the staging, segregation, temporary storage and reduction of burnable debris and burnable construction debris originating within the identified solid waste district. List any properties by parcel number.

Properties: Tucker Ridge POA Property  
Copp Course #15, #17 hole near front gate

GDC PROPERTY OK  
Jerry Hughes

Road Clearance & Burnable Debris Removal

Agrees to permit the Town or its public or private agents uncontested access to the platted road network for the purpose of responding to the debris mission following a storm event. The Town or its agents will perform the following work:

- Initially clear two lanes of traffic (one lane in each direction) by pushing disaster debris to the edge of the two-lane width.
- Subsequent clearance of the entire traveled-way by pushing disaster debris to the edge of the traveled-way.
- Subsequent removal of all disaster debris from the platted road network right-of-way (The Town of Hilton Head Island or its agents assume no liability or responsibility for the damage of utilities in the course of the debris response mission).
- Pick-up of segregated debris piles placed at the edge of the road ROW in accordance with prevailing Town policy.

This agreement does not cover the clearance, collection or removal of debris from golf courses or other designated open space. Further, The Town of Hilton Head Island and its agents shall be held harmless from damage to property and utilities in the course of performing the debris mission with due diligence.

Equipment & Materials Staging Area

Agrees to permit the storage of equipment and materials (exclusive of significant debris quantities) on designated parcels of property in support of the debris management mission in the general vicinity. List properties by parcel number.

Properties:

Trucker Ridge POA Property  
Supp Courts #15 + #17 near front gate

Personnel and equipment

Agrees to use equipment and personnel employed by the PUD for the clearance of roads and ROW within the PUD or POA if such assets are available. List personnel by name, position title and hourly rate (salary and benefits). (Can be provided at time of disaster).

Personnel:

Ocean Woods Landscape - POA has landscape maintenance contract with hurricane provision  
600 ANNEALTY OK  
Tommy Hudgins  
VP - Ocean Woods  
Rick McBeath - VP - Ocean Woods

List equipment by Manufacturer and model:

See Ocean Woods

This commitment of personnel and equipment is not contingent upon possible reimbursement by any government agency. Further, no commitment to reimbursement by Federal, State or Local Governments is implied.

Debris Management Location (DML) access

The Town of Hilton Head Island agrees to permit agents of this PUD or POA to bring burnable debris and burnable construction debris only to a DML operated by the Town (or its agents) for reduction and subsequent disposal. Loads will be accounted for by a load ticket system employed by the DML operator. Mixed debris will not be accepted. The Town (and its agents) reserves the right to refuse loads. This commitment does not suggest any reimbursement to the PUD or POA for its assumption of the debris hauling mission.

Planned Unit Development or POA Palmetto Hill Plantation  
Title Association Manager  
Print Name MARION E. LOCCOVASKI  
Signature Marion E. Loccovaski

Engineering Department Representative (Town of Hilton Head Island)  
Town Manager Stephen G. Riley, AICP  
Signature Stephen G. Riley

C 45-2004 MOA # 7

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

MEMORANDUM OF AGREEMENT-

THIS AGREEMENT is made and entered into this 4th day of August, 2004, by and between the Town of Hilton Head Island, South Carolina, (hereinafter referred to as the "Town"), and the below listed Planned Unit Development (PUD) or Property Owners Association (POA).

WHEREAS, the Town seeks to establish and maintain a high level of pre-disaster readiness to execute the storm debris management mission in the wake of a hurricane or other disaster; and

WHEREAS, the Town has contracted for debris management services within the Town limits of the Town of Hilton Head Island; and

WHEREAS, the Town recognizes the urgent need to re-establish the publicly and privately maintained transportation network throughout the Town following a disaster; and

WHEREAS, the aftermath of a disaster event could produce a significant debris clearing, reduction, and disposal mission, which would greatly exceed the capabilities of owners of private road networks (i.e.- planned unit developments, property owner associations), to adequately respond; and

WHEREAS, restoration of utility services cannot be effectively performed without proper access to a clear transportation network;

NOW, THEREFORE, the below listed agreements (as indicated by a  placed in the boxes shown by the representative of the Planned Unit Development (PUD) or Property Owners Association (POA) between the Town and the named PUD or POA are established in the event of a disaster that produces a significant volume of debris.

Planned Unit Development or POA Port Royal Plantation

Solid Waste District #3 Hilton Head Island

Land Use

Agrees to permit the Town to use the identified properties as Debris Management Locations (DMLs) for the duration. The Federal Emergency Management Agency (FEMA) has established the disaster debris mission completion duration at six months with two possible six-month extensions depending upon the magnitude of the disaster. Properties must meet the specifications identified in prevailing Town policy. The Town's debris management contractor shall restore the property to pre-use condition upon completion of the debris mission. There will be no compensation for use of this property. This DML will be used only for the staging, segregation, temporary storage and reduction of burnable debris and burnable construction debris originating within the identified solid waste district. List any properties by parcel number.

Properties: NONE AVAILABLE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Road Clearance & Burnable Debris Removal

Agrees to permit the Town or its public or private agents uncontested access to the platted road network for the purpose of responding to the debris mission following a storm event. The Town or its agents will perform the following work:

- Initially clear two lanes of traffic (one lane in each direction) by pushing disaster debris to the edge of the two-lane width.
- Subsequent clearance of the entire traveled-way by pushing disaster debris to the edge of the traveled-way.
- Subsequent removal of all disaster debris from the platted road network right-of-way (The Town of Hilton Head Island or its agents assume no liability or responsibility for the damage of utilities in the course of the debris response mission).
- Pick-up of segregated debris piles placed at the edge of the road ROW in accordance with prevailing Town policy.

This agreement does not cover the clearance, collection or removal of debris from golf courses or other designated open space. Further, The Town of Hilton Head Island and its agents shall be held harmless from damage to property and utilities in the course of performing the debris mission with due diligence.

Equipment & Materials Staging Area

Agrees to permit the storage of equipment and materials (exclusive of significant debris quantities) on designated parcels of property in support of the debris management mission in the general vicinity. List properties by parcel number.

Properties:

FORT WALKER Park  
FORT SHERMAN PARK

Personnel and equipment

Agrees to use equipment and personnel employed by the PUD for the clearance of roads and ROW within the PUD or POA if such assets are available. List personnel by name, position title and hourly rate (salary and benefits). (Can be provided at time of disaster).

Personnel:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List equipment by Manufacturer and model:

TWO ROBOCATS  
MISCELLANEOUS SMALL EQUIPMENT

\_\_\_\_\_  
\_\_\_\_\_

This commitment of personnel and equipment is not contingent upon possible reimbursement by any government agency. Further, no commitment to reimbursement by Federal, State or Local Governments is implied.

Debris Management Location (DML) access

The Town of Hilton Head Island agrees to permit agents of this PUD or POA to bring burnable debris and burnable construction debris only to a DML operated by the Town (or its agents) for reduction and subsequent disposal. Loads will be accounted for by a load ticket system employed by the DML operator. Mixed debris will not be accepted. The Town (and its agents) reserves the right to refuse loads. This commitment does not suggest any reimbursement to the PUD or POA for its assumption of the debris hauling mission.

Planned Unit Development or POA Port Royal Plantation  
Title President  
Print Name KENNETH GRUBER  
Signature *Kenneth Gruber*

Engineering Department Representative (Town of Hilton Head Island) *Almondia Dupier for Scott Ciggert*  
Town Manager Stephen G. Riley, AICP  
Signature *Stephen G. Riley*



action, either legal or equitable that might arise out of any activities on the above described property.

4. The POA will mark any disaster damaged sewer lines, water lines, and other utility lines located on the described property.
5. The POA (has \_\_, has not \_\_) (will \_\_, will not \_\_) receive(d) any compensation for debris removal from any other source including Small Business Administration (SBA), National Resource Conservation Service (NRCS), private insurance, individual and family grant program or any other public assistance program.
6. The POA will report for the described property any insurance settlements received for debris removal that has been performed at government expense.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

Jeisha J. Smith  
WITNESS

The [Signature]  
WITNESS

Chris Chudlin  
WITNESS

Donald O. Jones  
WITNESS

TOWN OF HILTON HEAD ISLAND

By: [Signature]  
Town Manager

Date: 8-17-04

By: [Signature]  
President, POA

Date: 8.4.04

10 Coggins Pt. Road  
Hilton Head Island SC. 29928  
POA Address and Telephone Number  
843-681-5114

C45-2001/ MOA # 5

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

MEMORANDUM OF AGREEMENT-

THIS AGREEMENT is made and entered into this 27 day of July, 2008, by and between the Town of Hilton Head Island, South Carolina, (hereinafter referred to as the "Town"), and the below listed Planned Unit Development (PUD) or Property Owners Association (POA).

WHEREAS, the Town seeks to establish and maintain a high level of pre-disaster readiness to execute the storm debris management mission in the wake of a hurricane or other disaster; and

WHEREAS, the Town has contracted for debris management services within the Town limits of the Town of Hilton Head Island; and

WHEREAS, the Town recognizes the urgent need to re-establish the publicly and privately maintained transportation network throughout the Town following a disaster; and

WHEREAS, the aftermath of a disaster event could produce a significant debris clearing, reduction, and disposal mission, which would greatly exceed the capabilities of owners of private road networks (i.e.- planned unit developments, property owner associations), to adequately respond; and

WHEREAS, restoration of utility services cannot be effectively performed without proper access to a clear transportation network;

NOW, THEREFORE, the below listed agreements (as indicated by a  placed in the boxes shown by the representative of the Planned Unit Development (PUD) or Property Owners Association (POA) between the Town and the named PUD or POA are established in the event of a disaster that produces a significant volume of debris.

Planned Unit Development or POA INDIGO RUN COA

Solid Waste District #3 Hilton Head Island

Land Use

Agrees to permit the Town to use the identified properties as Debris Management Locations (DMLs) for the duration. The Federal Emergency Management Agency (FEMA) has established the disaster debris mission completion duration at six months with two possible six-month extensions depending upon the magnitude of the disaster. Properties must meet the specifications identified in prevailing Town policy. The Town's debris management contractor shall restore the property to pre-use condition upon completion of the debris mission. There will be no compensation for use of this property. This DML will be used only for the staging, segregation, temporary storage and reduction of burnable debris and burnable construction debris originating within the identified solid waste district. List any properties by parcel number.

Properties:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Road Clearance & Burnable Debris Removal

Agrees to permit the Town or its public or private agents uncontested access to the platted road network for the purpose of responding to the debris mission following a storm event. The Town or its agents will perform the following work:

- Initially clear two lanes of traffic (one lane in each direction) by pushing disaster debris to the edge of the two-lane width.
- Subsequent clearance of the entire traveled-way by pushing disaster debris to the edge of the traveled-way.
- Subsequent removal of all disaster debris from the platted road network right-of-way (The Town of Hilton Head Island or its agents assume no liability or responsibility for the damage of utilities in the course of the debris response mission).
- Pick-up of segregated debris piles placed at the edge of the road ROW in accordance with prevailing Town policy.

This agreement does not cover the clearance, collection or removal of debris from golf courses or other designated open space. Further, The Town of Hilton Head Island and its agents shall be held harmless from damage to property and utilities in the course of performing the debris mission with due diligence.

Equipment & Materials Staging Area

Agrees to permit the storage of equipment and materials (exclusive of significant debris quantities) on designated parcels of property in support of the debris management mission in the general vicinity. List properties by parcel number.

Properties:

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Personnel and equipment

Agrees to use equipment and personnel employed by the PUD for the clearance of roads and ROW within the PUD or POA if such assets are available. List personnel by name, position title and hourly rate (salary and benefits). (Can be provided at time of disaster).

Personnel:

Community Operations Dept

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List equipment by Manufacturer and model:

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This commitment of personnel and equipment is not contingent upon possible reimbursement by any government agency. Further, no commitment to reimbursement by Federal, State or Local Governments is implied.

Debris Management Location (DML) access

The Town of Hilton Head Island agrees to permit agents of this PUD or POA to bring burnable debris and burnable construction debris only to a DML operated by the Town (or its agents) for reduction and subsequent disposal. Loads will be accounted for by a load ticket system employed by the DML operator. Mixed debris will not be accepted. The Town (and its agents) reserves the right to refuse loads. This commitment does not suggest any reimbursement to the PUD or POA for its assumption of the debris hauling mission.

Planned Unit Development or POA INDIGO RUN COA  
Title PRESIDENT  
Print Name JAMES KARAMAN  
Signature James W. Karaman  
Engineering Department Representative (Town of Hilton Head Island) [Signature]  
Town Manager Stephen G. Riley, AICP  
Signature [Signature]

C442004/ ROE #5

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into this 27 day of July, 2004, between Indigo Reef Property Owners Association (hereinafter referred to as the "POA"), and the Town of Hilton Head Island, South Carolina (hereinafter referred to as the "Town").

WHEREAS, the Town seeks a Right of Entry Agreement from the POA allowing the Town, its agencies, contractors, and subcontractors the right of access and entry to POA property, for the purpose of clearing and removing any or all disaster-generated debris of whatever nature from the described property, in the event of a declared state of emergency where disaster-related debris accumulates and where roads are obstructed by same.

NOW, THEREFORE, in consideration of the following covenants and promises and other valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties to this agreement, the parties agree as follows:

1. The POA will allow the Town to enter POA property to clear and remove any or all disaster-generated debris of whatever nature from the described property.
2. It is fully understood that this agreement is not an obligation to perform debris clearance.
3. The POA agrees and warrants to hold harmless the Town, its agencies, contractors, and subcontractors, for damage of any type, whatsoever, either to the above described property or persons situated thereon and hereby release, discharge, and waive any

action, either legal or equitable that might arise out of any activities on the above described property.

4. The POA will mark any disaster damaged sewer lines, water lines, and other utility lines located on the described property.
5. The POA (has \_\_, has not \_\_) (will \_\_, will not \_\_) receive(d) any compensation for debris removal from any other source including Small Business Administration (SBA), National Resource Conservation Service (NRCS), private insurance, individual and family grant program or any other public assistance program.
6. The POA will report for the described property any insurance settlements received for debris removal that has been performed at government expense.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

Laisha D. Smith  
WITNESS

Karen Knox  
WITNESS

TOWN OF HILTON HEAD ISLAND

By:

Stephen H. Clay  
Town Manager

Date:

8/4/09

Margaret Allerson  
WITNESS

Steve Smith  
WITNESS

By:

James W. Kramer  
President, POA

Date:

7/23/04

\_\_\_\_\_  
POA Address and Telephone Number

4/5-2004  
MOA # 9

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

MEMORANDUM OF AGREEMENT-

THIS AGREEMENT is made and entered into this 16 day of September, 2003, by and between the Town of Hilton Head Island, South Carolina, (hereinafter referred to as the "Town"), and the below listed Planned Unit Development (PUD) or Property Owners Association (POA).

WHEREAS, the Town seeks to establish and maintain a high level of pre-disaster readiness to execute the storm debris management mission in the wake of a hurricane or other disaster; and

WHEREAS, the Town has contracted for debris management services within the Town limits of the Town of Hilton Head Island; and

WHEREAS, the Town recognizes the urgent need to re-establish the publicly and privately maintained transportation network throughout the Town following a disaster; and

WHEREAS, the aftermath of a disaster event could produce a significant debris clearing, reduction, and disposal mission, which would greatly exceed the capabilities of owners of private road networks (i.e. - planned unit developments, property owner associations), to adequately respond; and

WHEREAS, restoration of utility services cannot be effectively performed without proper access to a clear transportation network;

NOW, THEREFORE, the below listed agreements (as indicated by a  placed in the boxes shown by the representative of the Planned Unit Development (PUD) or Property Owners Association (POA) between the Town and the named PUD or POA are established in the event of a disaster that produces a significant volume of debris.

Planned Unit Development or POA PALMETTO DUNES RESORT

Solid Waste District #3 Hilton Head Island

Land Use

Agrees to permit the Town to use the identified properties as Debris Management Locations (DMLs) for the duration. The Federal Emergency Management Agency (FEMA) has established the disaster debris mission completion duration at six months with two possible six-month extensions depending upon the magnitude of the disaster. Properties must meet the specifications identified in prevailing Town policy. The Town's debris management contractor shall restore the property to pre-use condition upon completion of the debris mission. There will be no compensation for use of this property. This DML will be used only for the staging, segregation, temporary storage and reduction of burnable debris and burnable construction debris originating within the identified solid waste district. List any properties by parcel number.

Properties:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Road Clearance & Burnable Debris Removal

Agrees to permit the Town or its public or private agents uncontested access to the platted road network for the purpose of responding to the debris mission following a storm event. The Town or its agents will perform the following work:

- Initially clear two lanes of traffic (one lane in each direction) by pushing disaster debris to the edge of the two-lane width.
- Subsequent clearance of the entire traveled-way by pushing disaster debris to the edge of the traveled-way.
- Subsequent removal of all disaster debris from the platted road network right-of-way (The Town of Hilton Head Island or its agents assume no liability or responsibility for the damage of utilities in the course of the debris response mission).
- Pick-up of segregated debris piles placed at the edge of the road ROW in accordance with prevailing Town policy.

This agreement does not cover the clearance, collection or removal of debris from golf courses or other designated open space. Further, The Town of Hilton Head Island and its agents shall be held harmless from damage to property and utilities in the course of performing the debris mission with due diligence.

Equipment & Materials Staging Area

Agrees to permit the storage of equipment and materials (exclusive of significant debris quantities) on designated parcels of property in support of the debris management mission in the general vicinity. List properties by parcel number.

Properties:

\_\_\_\_\_  
\_\_\_\_\_

Personnel and equipment

Agrees to use equipment and personnel employed by the PUD for the clearance of roads and ROW within the PUD or POA if such assets are available. List personnel by name, position title and hourly rate (salary and benefits). (Can be provided at time of disaster).

Personnel:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List equipment by Manufacturer and model:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This commitment of personnel and equipment is not contingent upon possible reimbursement by any government agency. Further, no commitment to reimbursement by Federal, State or Local Governments is implied.

Debris Management Location (DML) access.

The Town of Hilton Head Island agrees to permit agents of this PUD or POA to bring burnable debris and burnable construction debris only to a DML operated by the Town (or its agents) for reduction and subsequent disposal. Loads will be accounted for by a load ticket system employed by the DML operator. Mixed debris will not be accepted. The Town (and its agents) reserves the right to refuse loads. This commitment does not suggest any reimbursement to the PUD or POA for its assumption of the debris hauling mission.

Planned Unit Development or POA PALMETTO DUNES RESORT  
 Title GEN. MGR.  
 Print Name ROBERT W. SHARP  
 Signature [Signature]

Engineering Department Representative (Town of Hilton Head Island) [Signature]  
 Town Manager Stephen G. Riley, AICP  
 Signature [Signature]



waive any action, either legal or equitable that might arise out of any activities on the above described property.

- 4. The <sup>PDCSD</sup>~~POA~~ will mark any disaster damaged sewer lines, water lines, and other utility lines located on the described property.
- 5. The <sup>PDCSD</sup>~~POA~~ (has , has not ) (will , will not ) receive(d) any compensation for debris removal from any other source including Small Business Administration (SBA), National Resource Conservation Service (NRCS), private insurance, individual and family grant program or any other public assistance program.
- 6. The <sup>PDCSD</sup>~~POA~~ will report for the described property any insurance settlements received for debris removal that has been performed at government expense.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

TOWN OF HILTON HEAD ISLAND

[Signature]  
WITNESS

By: [Signature]  
Town Manager

[Signature]  
WITNESS

Date: 9/19/03

[Signature]  
WITNESS

By: [Signature]  
~~President, POA~~ GEN. MGR. PDCSD

Robin B. Callos  
WITNESS

Date: SEPT. 16, 2003  
PB Box 7974  
HILTON HEAD, SC 29928  
POA Address and Telephone Number  
(843) 785-1109

45-204  
MOA # 10

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

MEMORANDUM OF AGREEMENT.

THIS AGREEMENT is made and entered into this 27 day of May, 2005 by and between the Town of Hilton Head Island, South Carolina, (hereinafter referred to as the "Town"), and the below listed Planned Unit Development (PUD) or Property Owners Association (POA)

WHEREAS, the Town seeks to establish and maintain a high level of pre-disaster readiness to execute the storm debris management mission in the wake of a hurricane or other disaster; and

WHEREAS, the Town has contracted for debris management services within the Town limits of the Town of Hilton Head Island; and

WHEREAS, the Town recognizes the urgent need to re-establish the publicly and privately maintained transportation network throughout the Town following a disaster; and

WHEREAS, the aftermath of a disaster event could produce a significant debris clearing, reduction, and disposal mission, which would greatly exceed the capabilities of owners of private road networks (i.e.- planned unit developments, property owner associations), to adequately respond; and

WHEREAS, restoration of utility services cannot be effectively performed without proper access to a clear transportation network;

NOW, THEREFORE, the below listed agreements (as indicated by a  placed in the boxes shown by the representative of the Planned Unit Development (PUD) or Property Owners Association (POA) between the Town and the named PUD or POA are established in the event of a disaster that produces a significant volume of debris.

Planned Unit Development or POA  
Spanish Wells

Solid Waste District #     

Land Use

Agree to permit the Town to use the identified properties as Debris Management Locations (DMLs) for the duration. The Federal Emergency Management Agency (FEMA) has established the disaster debris mission completion duration at six months with two possible six-month extensions depending upon the magnitude of the disaster. Properties must meet the specifications identified in prevailing Town policy. The Town's debris management contractor shall restore the property to pre-use condition upon completion of the debris mission. There will be no compensation for use of this property. This DML will be used only for the staging, segregation, temporary storage and reduction of burnable debris and

burnable construction debris originating within the identified solid waste district. List any properties by parcel number.

Properties:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Road Clearance & Burnable Debris Removal

Agrees to permit the Town or its public or private agents uncontested access to the platted road network for the purpose of responding to the debris mission following a storm event. The Town or its agents will perform the following work:

- Initially clear two lanes of traffic (one lane in each direction) by pushing disaster debris to the edge of the two-lane width.
- Subsequent clearance of the entire traveled-way by pushing disaster debris to the edge of the traveled-way.
- Subsequent removal of all disaster debris from the platted road network right-of-way (The Town of Hilton Head Island or its agents assume no liability or responsibility for the damage of utilities in the course of the debris response mission).
- Pick-up of segregated debris piles placed at the edge of the road ROW in accordance with prevailing Town policy.

This agreement does not cover the clearance, collection or removal of debris from golf courses or other designated open space. Further, The Town of Hilton Head Island and its agents shall be held harmless from damage to property and utilities in the course of performing the debris mission with due diligence.

Equipment & Materials Staging Area

Agrees to permit the storage of equipment and materials (exclusive of significant debris quantities) on designated parcels of property in support of the debris management mission in the general vicinity. List properties by parcel number.

Properties:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Personnel and equipment

Agrees to use equipment and personnel employed by the PUD for the clearance of roads and ROW within the PUD or POA if such assets are available. List personnel by name, position title and hourly rate (salary and benefits). (Can be provided at time of disaster).

Personnel:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List equipment by Manufacturer and model:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This commitment of personnel and equipment is not contingent upon possible reimbursement by any government agency. Further, no commitment to reimbursement by Federal, State or Local Governments is implied.

Debris Management Location (DML) access

The Town of Hilton Head Island agrees to permit agents of this PUD or POA to bring burnable debris and burnable construction debris only to a DML operated by the Town (or its agents) for reduction and subsequent disposal. Loads will be accounted for by a load ticket system employed by the DML operator. Mixed debris will not be accepted. The Town (and its agents) reserves the right to refuse loads. This commitment does not suggest any reimbursement to the PUD or POA for its assumption of the debris hauling mission.

Planned Unit Development or POA SPANISH WELLS POA  
Title PRESIDENT  
Print Name JOHN D. EVANS  
Signature [Signature]  
Engineering Division Representative (Town of Hilton Head Island) [Signature]  
Town Manager Stephen G. Riley, AICP  
Signature [Signature]

44-2064  
RUE #10

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT ) **RIGHT OF ENTRY AGREEMENT**

**THIS AGREEMENT** is made and entered into this 27 day of May 2005 between SPANISH WELLS Property Owners Association (hereinafter referred to as the "POA" ), and the Town of Hilton Head Island, South Carolina, (hereinafter referred to as the "Town").

**WHEREAS**, the Town seeks a Right of Entry Agreement from the POA allowing the Town its agencies, contractors, and subcontractors the right of access and entry to POA property, for the purpose of clearing and removing any or all disaster generated debris of whatever nature from the described property in the event of a declared state of emergency where disaster related debris accumulates and where roads are obstructed by same.

**NOW, THEREFORE**, inconsideration for the following covenants and promises and other valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties to this agreement, the parties agree as follows:

1. The POA will allow the Town to enter POA property to clear and remove any or all disaster- generated debris of whatever nature from the described property.
2. It is fully understood that this agreement is not an obligation to perform debris clearance.
3. The POA agrees and warrants to hold harmless the Town, its agencies, contractors, and subcontracts, for damage of any type, whatsoever, either to the above described property or persons situated thereon and hereby release, discharge and waive any action legal or equitable that might arise out of any activities on the above described property.
4. The POA will mark any disaster damaged sewer lines, waterlines, and other utility lines located on the described property.
5. The POA (has     , has not     ) ( will     , will not  ) receive(d) any compensation for debris removal from any other source including Small Business Administration (SBA), National Resource Conservation Service

- (NRCS), private insurance, individual and family grant program or any other public assistance program.
- 6. The POA will report for the described property any insurance settlements received for debris removal that has been performed at government expense.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

M Susan Blatin  
WITNESS  
Alexandria Lopez  
WITNESS

March Evans  
WITNESS  
\_\_\_\_\_  
WITNESS

TOWN OF HILTON HEAD ISLAND  
By: [Signature]  
Town Manager  
Date: 5-31-05

By: [Signature]  
President POA  
Date: May 29, 2005

77 Blaines Point Rd.  
POA Address and Telephone Number  
681-6174

C44-2004/ROE#3

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into this 27<sup>th</sup> day of July, <sup>2004</sup> between Long Cave Club Swimmers Association, INC. Property Owners Association (hereinafter referred to as the "POA"), and the Town of Hilton Head Island, South Carolina (hereinafter referred to as the "Town").

WHEREAS, the Town seeks a Right of Entry Agreement from the POA allowing the Town, its agencies, contractors, and subcontractors the right of access and entry to POA property, for the purpose of clearing and removing any or all disaster-generated debris of whatever nature from the described property, in the event of a declared state of emergency where disaster-related debris accumulates and where roads are obstructed by same.

NOW, THEREFORE, in consideration of the following covenants and promises and other valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties to this agreement, the parties agree as follows:

1. The POA will allow the Town to enter POA property to clear and remove any or all disaster-generated debris of whatever nature from the described property.
2. It is fully understood that this agreement is not an obligation to perform debris clearance.
3. The POA agrees and warrants to hold harmless the Town, its agencies, contractors, and subcontractors, for damage of any type, whatsoever, either to the above described property or persons situated thereon and hereby release, discharge, and waive any

action, either legal or equitable that might arise out of any activities on the above described property.

4. The POA will mark any disaster damaged sewer lines, water lines, and other utility lines located on the described property.
5. The POA (has \_\_\_, has not \_\_\_) (will \_\_\_, will not \_\_\_) receive(d) any compensation for debris removal from any other source including Small Business Administration (SBA), National Resource Conservation Service (NRCS), private insurance, individual and family grant program or any other public assistance program.
6. The POA will report for the described property any insurance settlements received for debris removal that has been performed at government expense.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

**TOWN OF HILTON HEAD ISLAND**

Judith J. Smith  
WITNESS

By:

[Signature]  
Town Manager

Karen Knox  
WITNESS

Date:

7-28-04

[Signature]  
WITNESS

By:

William J. Peltner  
President, POA

Date:

July 19, 2004

\_\_\_\_\_  
WITNESS

399 Long Cove Dr.  
POA Address and Telephone Number  
843-686-1070

C45-2004  
MOA # 8

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into this 16<sup>th</sup> day of Aug., 2004, by and between the Town of Hilton Head Island, South Carolina, (hereinafter referred to as the "Town"), and the below listed Planned Unit Development (PUD) or Property Owners Association (POA). *Plg.*

WHEREAS, the Town seeks to establish and maintain a high level of pre-disaster readiness to execute the storm debris management mission in the wake of a hurricane or other disaster; and

WHEREAS, the Town has contracted for debris management services within the Town limits of the Town of Hilton Head Island; and

WHEREAS, the Town recognizes the urgent need to re-establish the publicly and privately maintained transportation network throughout the Town following a disaster; and

WHEREAS, the aftermath of a disaster event could produce a significant debris clearing, reduction, and disposal mission, which would greatly exceed the capabilities of owners of private road networks (i.e.- planned unit developments, property owner associations), to adequately respond; and

WHEREAS, restoration of utility services cannot be effectively performed without proper access to a clear transportation network;

NOW, THEREFORE, the below listed agreements (as indicated by a  placed in the boxes shown by the representative of the Planned Unit Development (PUD) or Property Owners Association (POA) between the Town and the named PUD or POA are established in the event of a disaster that produces a significant volume of debris.

Planned Unit Development or POA WEXFORD PLANNITION

Solid Waste District #3 Hilton Head Island

Land Use

Agrees to permit the Town to use the identified properties as Debris Management Locations (DMLs) for the duration. The Federal Emergency Management Agency (FEMA) has established the disaster debris mission completion duration at six months with two possible six-month extensions depending upon the magnitude of the disaster. Properties must meet the specifications identified in prevailing Town policy. The Town's debris management contractor shall restore the property to pre-use condition upon completion of the debris mission. There will be no compensation for use of this property. This DML will be used only for the staging, segregation, temporary storage and reduction of burnable debris and burnable construction debris originating within the identified solid waste district. List any properties by parcel number.

Properties:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Road Clearance & Burnable Debris Removal

Agrees to permit the Town or its public or private agents uncontested access to the platted road network for the purpose of responding to the debris mission following a storm event. The Town or its agents will perform the following work:

- Initially clear two lanes of traffic (one lane in each direction) by pushing disaster debris to the edge of the two-lane width.
- Subsequent clearance of the entire traveled-way by pushing disaster debris to the edge of the traveled-way.
- Subsequent removal of all disaster debris from the platted road network right-of-way (The Town of Hilton Head Island or its agents assume no liability or responsibility for the damage of utilities in the course of the debris response mission).
- Pick-up of segregated debris piles placed at the edge of the road ROW in accordance with prevailing Town policy.

This agreement does not cover the clearance, collection or removal of debris from golf courses or other designated open space. Further, The Town of Hilton Head Island and its agents shall be held harmless from damage to property and utilities in the course of performing the debris mission with due diligence.

Equipment & Materials Staging Area

Agrees to permit the storage of equipment and materials (exclusive of significant debris quantities) on designated parcels of property in support of the debris management mission in the general vicinity. List properties by parcel number.

Properties:

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Personnel and equipment

Agrees to use equipment and personnel employed by the PUD for the clearance of roads and ROW within the PUD or POA if such assets are available. List personnel by name, position title and hourly rate (salary and benefits). (Can be provided at time of disaster).

Personnel:

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List equipment by Manufacturer and model:

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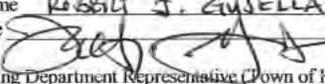
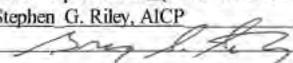
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This commitment of personnel and equipment is not contingent upon possible reimbursement by any government agency. Further, no commitment to reimbursement by Federal, State or Local Governments is implied.

Debris Management Location (DML) access

The Town of Hilton Head Island agrees to permit agents of this PUD or POA to bring burnable debris and burnable construction debris only to a DML operated by the Town (or its agents) for reduction and subsequent disposal. Loads will be accounted for by a load ticket system employed by the DML operator. Mixed debris will not be accepted. The Town (and its agents) reserves the right to refuse loads. This commitment does not suggest any reimbursement to the PUD or POA for its assumption of the debris hauling mission.

Planned Unit Development or POA WEXFORD PLANTATION HOA, INC.  
Title GENERAL MANAGER  
Print Name ROBERT J. GUSELLA  
Signature   
Engineering Department Representative (Town of Hilton Head Island)   
Town Manager Stephen G. Riley, AICP  
Signature 

C44-2004/POE# 8

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF BEAUFORT      )

**RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT is made and entered into this 31<sup>ST</sup> day of AUGUST, 2004, between WEXFORD PLANTATION Property Owners Association (hereinafter referred to as the "POA"), and the Town of Hilton Head Island, South Carolina (hereinafter referred to as the "Town").

WHEREAS, the Town seeks a Right of Entry Agreement from the POA allowing the Town, its agencies, contractors, and subcontractors the right of access and entry to POA property, for the purpose of clearing and removing any or all disaster-generated debris of whatever nature from the described property, in the event of a declared state of emergency where disaster-related debris accumulates and where roads are obstructed by same.

NOW, THEREFORE, in consideration of the following covenants and promises and other valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties to this agreement, the parties agree as follows:

1. The POA will allow the Town to enter POA property to clear and remove any or all disaster-generated debris of whatever nature from the described property.
2. It is fully understood that this agreement is not an obligation to perform debris clearance.
3. The POA agrees and warrants to hold harmless the Town, its agencies, contractors, and subcontractors, for damage of any type, whatsoever, either to the above described property or persons situated thereon and hereby release, discharge, and waive any

action, either legal or equitable that might arise out of any activities on the above described property.

4. The POA will mark any disaster damaged sewer lines, water lines, and other utility lines located on the described property.
5. The POA (has , has not ) (will , will not ) receive(d) any compensation for debris removal from any other source including Small Business Administration (SBA), National Resource Conservation Service (NRCS), private insurance, individual and family grant program or any other public assistance program.
6. The POA will report for the described property any insurance settlements received for debris removal that has been performed at government expense.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

*Jaclyn White*  
WITNESS

*Elizabeth Pugh*  
WITNESS

*Jackie Self*  
WITNESS

*Dorei Spibely*  
WITNESS

TOWN OF HILTON HEAD ISLAND

By: *Bryan M. Washburn*  
Town Manager

Date: 9-13-04

By: *Michael J. Darrow*  
President, POA

Date: AUGUST 31, 2004

111 WEXFORD CLUB DRIVE  
HILTON HEAD ISLAND, SC 29928  
POA Address and Telephone Number  
(843) 686-8810

C45-2004/MOA#2

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

MEMORANDUM OF AGREEMENT-

THIS AGREEMENT is made and entered into this 26 day of July 2004, by and between the Town of Hilton Head Island, South Carolina, (hereinafter referred to as the "Town"), and the below listed Planned Unit Development (PUD) or Property Owners Association (POA).

WHEREAS, the Town seeks to establish and maintain a high level of pre-disaster readiness to execute the storm debris management mission in the wake of a hurricane or other disaster; and

WHEREAS, the Town has contracted for debris management services within the Town limits of the Town of Hilton Head Island; and

WHEREAS, the Town recognizes the urgent need to re-establish the publicly and privately maintained transportation network throughout the Town following a disaster; and

WHEREAS, the aftermath of a disaster event could produce a significant debris clearing, reduction, and disposal mission, which would greatly exceed the capabilities of owners of private road networks (i.e.- planned unit developments, property owner associations), to adequately respond; and

WHEREAS, restoration of utility services cannot be effectively performed without proper access to a clear transportation network;

NOW, THEREFORE, the below listed agreements (as indicated by a  placed in the boxes shown by the representative of the Planned Unit Development (PUD) or Property Owners Association (POA) between the Town and the named PUD or POA are established in the event of a disaster that produces a significant volume of debris.

Planned Unit Development or POA SHIPYARD PLANTATION

Solid Waste District #3 Hilton Head Island

Land Use

Agrees to permit the Town to use the identified properties as Debris Management Locations (DMLs) for the duration. The Federal Emergency Management Agency (FEMA) has established the disaster debris mission completion duration at six months with two possible six-month extensions depending upon the magnitude of the disaster. Properties must meet the specifications identified in prevailing Town policy. The Town's debris management contractor shall restore the property to pre-use condition upon completion of the debris mission. There will be no compensation for use of this property. This DML will be used only for the staging, segregation, temporary storage and reduction of burnable debris and burnable construction debris originating within the identified solid waste district. List any properties by parcel number.

Properties:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Road Clearance & Burnable Debris Removal

Agrees to permit the Town or its public or private agents uncontested access to the platted road network for the purpose of responding to the debris mission following a storm event. The Town or its agents will perform the following work:

- Initially clear two lanes of traffic (one lane in each direction) by pushing disaster debris to the edge of the two-lane width.
- Subsequent clearance of the entire traveled-way by pushing disaster debris to the edge of the traveled-way.
- Subsequent removal of all disaster debris from the platted road network right-of-way (The Town of Hilton Head Island or its agents assume no liability or responsibility for the damage of utilities in the course of the debris response mission).
- Pick-up of segregated debris piles placed at the edge of the road ROW in accordance with prevailing Town policy.

This agreement does not cover the clearance, collection or removal of debris from golf courses or other designated open space. Further, The Town of Hilton Head Island and its agents shall be held harmless from damage to property and utilities in the course of performing the debris mission with due diligence.

Equipment & Materials Staging Area

Agrees to permit the storage of equipment and materials (exclusive of significant debris quantities) on designated parcels of property in support of the debris management mission in the general vicinity. List properties by parcel number.

Properties:

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Personnel and equipment

Agrees to use equipment and personnel employed by the PUD for the clearance of roads and ROW within the PUD or POA if such assets are available. List personnel by name, position title and hourly rate (salary and benefits). (Can be provided at time of disaster).

Personnel:

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List equipment by Manufacturer and model:

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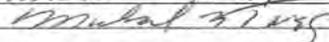
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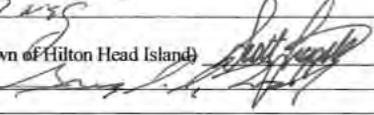
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This commitment of personnel and equipment is not contingent upon possible reimbursement by any government agency. Further, no commitment to reimbursement by Federal, State or Local Governments is implied.

Debris Management Location (DML) access

The Town of Hilton Head Island agrees to permit agents of this PUD or POA to bring burnable debris and burnable construction debris only to a DML operated by the Town (or its agents) for reduction and subsequent disposal. Loads will be accounted for by a load ticket system employed by the DML operator. Mixed debris will not be accepted. The Town (and its agents) reserves the right to refuse loads. This commitment does not suggest any reimbursement to the PUD or POA for its assumption of the debris hauling mission.

Planned Unit Development or POA Shipyard Foundation  
Title President  
Print Name Michael W. Trigg  
Signature 

Engineering Department Representative (Town of Hilton Head Island)  
Town Manager Stephen G. Riley, AICP  
Signature 



action, either legal or equitable that might arise out of any activities on the above described property.

4. The POA will mark any disaster damaged sewer lines, water lines, and other utility lines located on the described property.
5. The POA (has , has not ) (will , will not ) receive(d) any compensation for debris removal from any other source including Small Business Administration (SBA), National Resource Conservation Service (NRCS), private insurance, individual and family grant program or any other public assistance program.
6. The POA will report for the described property any insurance settlements received for debris removal that has been performed at government expense.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

**TOWN OF HILTON HEAD ISLAND**

Jordan Smith  
WITNESS

By:

[Signature]  
Town Manager

Karen O'Keefe  
WITNESS

Date:

7-28-09

[Signature]  
WITNESS

By:

[Signature]  
President, POA

[Signature]  
WITNESS

Date:

7/26/04

10 SHIPYARD DRIVE

POA Address and Telephone Number

Hilton Head, SC

29928

C 45-20041 MOA # 4

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

MEMORANDUM OF AGREEMENT-

THIS AGREEMENT is made and entered into this 28<sup>TH</sup> day of JULY, 2006, by and between the Town of Hilton Head Island, South Carolina, (hereinafter referred to as the "Town"), and the below listed Planned Unit Development (PUD) or Property Owners Association (POA). <sup>4 w.a.s.</sup>

WHEREAS, the Town seeks to establish and maintain a high level of pre-disaster readiness to execute the storm debris management mission in the wake of a hurricane or other disaster; and

WHEREAS, the Town has contracted for debris management services within the Town limits of the Town of Hilton Head Island; and

WHEREAS, the Town recognizes the urgent need to re-establish the publicly and privately maintained transportation network throughout the Town following a disaster; and

WHEREAS, the aftermath of a disaster event could produce a significant debris clearing, reduction, and disposal mission, which would greatly exceed the capabilities of owners of private road networks (i.e. planned unit developments, property owner associations), to adequately respond; and

WHEREAS, restoration of utility services cannot be effectively performed without proper access to a clear transportation network;

NOW, THEREFORE, the below listed agreements (as indicated by a  placed in the boxes shown by the representative of the Planned Unit Development (PUD) or Property Owners Association (POA) between the Town and the named PUD or POA are established in the event of a disaster that produces a significant volume of debris.

Planned Unit Development or POA SEA PINES PLANTATION

Solid Waste District #3 Hilton Head Island

Land Use

Agrees to permit the Town to use the identified properties as Debris Management Locations (DMLs) for the duration. The Federal Emergency Management Agency (FEMA) has established the disaster debris mission completion duration at six months with two possible six-month extensions depending upon the magnitude of the disaster. Properties must meet the specifications identified in prevailing Town policy. The Town's debris management contractor shall restore the property to pre-use condition upon completion of the debris mission. There will be no compensation for use of this property. This DML will be used only for the staging, segregation, temporary storage and reduction of burnable debris and burnable construction debris originating within the identified solid waste district. List any properties by parcel number.

Properties:  
LAWTON STABLES 550 · 14 · 809  
HERITAGE FARMS 550 · 14 · 810

Road Clearance & Burnable Debris Removal

Agrees to permit the Town or its public or private agents uncontested access to the platted road network for the purpose of responding to the debris mission following a storm event. The Town or its agents will perform the following work:

- Initially clear two lanes of traffic (one lane in each direction) by pushing disaster debris to the edge of the two-lane width.
- Subsequent clearance of the entire traveled-way by pushing disaster debris to the edge of the traveled-way.
- Subsequent removal of all disaster debris from the platted road network right-of-way (The Town of Hilton Head Island or its agents assume no liability or responsibility for the damage of utilities in the course of the debris response mission).
- Pick-up of segregated debris piles placed at the edge of the road ROW in accordance with prevailing Town policy.

This agreement does not cover the clearance, collection or removal of debris from golf courses or other designated open space. Further, The Town of Hilton Head Island and its agents shall be held harmless from damage to property and utilities in the course of performing the debris mission with due diligence.

Equipment & Materials Staging Area

Agrees to permit the storage of equipment and materials (exclusive of significant debris quantities) on designated parcels of property in support of the debris management mission in the general vicinity. List properties by parcel number.

Properties:

CSA ADMINISTRATION BUILDING	550-14-814C
CSA MAINTENANCE YARD	550-18A-450B

Personnel and equipment

Agrees to use equipment and personnel employed by the PUD for the clearance of roads and ROW within the PUD or POA if such assets are available. List personnel by name, position title and hourly rate (salary and benefits). (Can be provided at time of disaster).

Personnel:

TO BE PROVIDED IN EVENT OF DISASTER

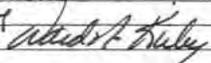
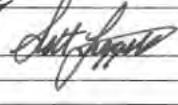
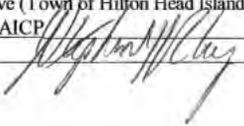
List equipment by Manufacturer and model:

TO BE PROVIDED IN EVENT OF DISASTER

This commitment of personnel and equipment is not contingent upon possible reimbursement by any government agency. Further, no commitment to reimbursement by Federal, State or Local Governments is implied.

Debris Management Location (DML) access

The Town of Hilton Head Island agrees to permit agents of this PUD or POA to bring burnable debris and burnable construction debris only to a DML operated by the Town (or its agents) for reduction and subsequent disposal. Loads will be accounted for by a load ticket system employed by the DML operator. Mixed debris will not be accepted. The Town (and its agents) reserves the right to refuse loads. This commitment does not suggest any reimbursement to the PUD or POA for its assumption of the debris hauling mission.

Planned Unit Development or POA SEA PINES PLANTATION  
Title EXECUTIVE VICE PRESIDENT  
Print Name WARD N. KIRBY  
Signature   
Engineering Department Representative (Town of Hilton Head Island)   
Town Manager Stephen G. Riley, AICP  
Signature 

C442004/ROE#4

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into this 2<sup>nd</sup> day of August, 2004 between ~~SEA PINES PLANTATION~~ Property Owners Association (hereinafter referred to as the "POA"), and the Town of Hilton Head Island, South Carolina (hereinafter referred to as the "Town").

WHEREAS, the Town seeks a Right of Entry Agreement from the POA allowing the Town, its agencies, contractors, and subcontractors the right of access and entry to POA property, for the purpose of clearing and removing any or all disaster-generated debris of whatever nature from the described property, in the event of a declared state of emergency where disaster-related debris accumulates and where roads are obstructed by same.

NOW, THEREFORE, in consideration of the following covenants and promises and other valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties to this agreement, the parties agree as follows:

1. The POA will allow the Town to enter POA property to clear and remove any or all disaster-generated debris of whatever nature from the described property.
2. It is fully understood that this agreement is not an obligation to perform debris clearance.
3. The POA agrees and warrants to hold harmless the Town, its agencies, contractors, and subcontractors, for damage of any type, whatsoever, either to the above described property or persons situated thereon and hereby release, discharge, and waive any

action, either legal or equitable that might arise out of any activities on the above described property.

4. The POA will mark any disaster damaged sewer lines, water lines, and other utility lines located on the described property.
5. The POA (has , has not ) (will , will not ) receive(d) any compensation for debris removal from any other source including Small Business Administration (SBA), National Resource Conservation Service (NRCS), private insurance, individual and family grant program or any other public assistance program.
6. The POA will report for the described property any insurance settlements received for debris removal that has been performed at government expense.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

Jacobus Smith  
WITNESS

Karen Knox  
WITNESS

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

TOWN OF HILTON HEAD ISLAND

By: Stephen Wiley  
Town Manager

Date: 8-4-09

By: Wayne Cashman  
President/ POA

Date: \_\_\_\_\_

COMMUNITY SERVICES ASSOCIATED, INC.  
175 GREENWOOD DRIVE  
POA Address and Telephone Number  
HILTON HEAD ISLAND, SC 29928

C 46-2003  
no. # 7

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF BEAUFORT      )

MEMORANDUM OF AGREEMENT-

THIS AGREEMENT is made and entered into this 15<sup>th</sup> day of September, 2003, by and between the Town of Hilton Head Island, South Carolina, (hereinafter referred to as the "Town"), and the below listed Planned Unit Development (PUD) or Property Owners Association (POA).

WHEREAS, the Town seeks to establish and maintain a high level of pre-disaster readiness to execute the storm debris management mission in the wake of a hurricane or other disaster; and

WHEREAS, the Town has contracted for debris management services within the Town limits of the Town of Hilton Head Island; and

WHEREAS, the Town recognizes the urgent need to re-establish the publicly and privately maintained transportation network throughout the Town following a disaster; and

WHEREAS, the aftermath of a disaster event could produce a significant debris clearing, reduction, and disposal mission, which would greatly exceed the capabilities of owners of private road networks (i.e.- planned unit developments, property owner associations), to adequately respond; and

WHEREAS, restoration of utility services cannot be effectively performed without proper access to a clear transportation network;

NOW, THEREFORE, the below listed agreements (as indicated by a  placed in the boxes shown by the representative of the Planned Unit Development (PUD) or Property Owners Association (POA) between the Town and the named PUD or POA are established in the event of a disaster that produces a significant volume of debris.

Planned Unit Development or POA Cedarwell Apt 290 Squire Pope Road  
54164 TUB Apt 36 Ben White Drive  
Squire Pope M.H. YARK 370 Squire Pope Road  
Solid Waste District #3 Hilton Head Island

Land Use

Agrees to permit the Town to use the identified properties as Debris Management Locations (DMLs) for the duration. The Federal Emergency Management Agency (FEMA) has established the disaster debris mission completion duration at six months with two possible six-month extensions depending upon the magnitude of the disaster. Properties must meet the specifications identified in prevailing Town policy. The Town's debris management contractor shall restore the property to pre-use condition upon completion of the debris mission. There will be no compensation for use of this property. This DML will be used only for the staging, segregation, temporary storage and reduction of burnable debris and burnable construction debris originating within the identified solid waste district. List any properties by parcel number.

Properties:  
510-003-000-019F Cedarwell Apt [510-009-000-008E 54164 TUB Apt]  
510-003-000-019E-19D-002F-002E-002H-019E+0028 Squire  
Pope mobile Home YARK

Road Clearance & Burnable Debris Removal

Agrees to permit the Town or its public or private agents uncontested access to the platted road network for the purpose of responding to the debris mission following a storm event. The Town or its agents will perform the following work:

- Initially clear two lanes of traffic (one lane in each direction) by pushing disaster debris to the edge of the two-lane width.
- Subsequent clearance of the entire traveled-way by pushing disaster debris to the edge of the traveled-way.
- Subsequent removal of all disaster debris from the platted road network right-of-way (The Town of Hilton Head Island or its agents assume no liability or responsibility for the damage of utilities in the course of the debris response mission).
- Pick-up of segregated debris piles placed at the edge of the road ROW in accordance with prevailing Town policy.

This agreement does not cover the clearance, collection or removal of debris from golf courses or other designated open space. Further, The Town of Hilton Head Island and its agents shall be held harmless from damage to property and utilities in the course of performing the debris mission with due diligence.

Equipment & Materials Staging Area

Agrees to permit the storage of equipment and materials (exclusive of significant debris quantities) on designated parcels of property in support of the debris management mission in the general vicinity. List properties by parcel number.

Properties:

Cedar Well Apts, Sylby Tub Apts, + Squire Pope M.H Park.

Personnel and equipment

Agrees to use equipment and personnel employed by the PUD for the clearance of roads and ROW within the PUD or POA if such assets are available. List personnel by name, position title and hourly rate (salary and benefits). (Can be provided at time of disaster).

Personnel:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List equipment by Manufacturer and model:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This commitment of personnel and equipment is not contingent upon possible reimbursement by any government agency. Further, no commitment to reimbursement by Federal, State or Local Governments is implied.

Debris Management Location (DML) access

The Town of Hilton Head Island agrees to permit agents of this PUD or POA to bring burnable debris and burnable construction debris only to a DML operated by the Town (or its agents) for reduction and subsequent disposal. Loads will be accounted for by a load ticket system employed by the DML operator. Mixed debris will not be accepted. The Town (and its agents) reserves the right to refuse loads. This commitment does not suggest any reimbursement to the PUD or POA for its assumption of the debris hauling mission.

Cedar Well Apt, Sylby TUBAPT, Squire Pope  
Planned Unit Development or POA Mobile Home Park.  
Title OWNER  
Print Name Thomas C. Barnwell Jr  
Signature Thomas C. Barnwell Jr  
Engineering Department Representative (Town of Hilton Head Island) [Signature]  
Town Manager Stephen G. Riley, AICP  
Signature [Signature]



waive any action, either legal or equitable that might arise out of any activities on the above described property.

4. The POA will mark any disaster damaged sewer lines, water lines, and other utility lines located on the described property.
5. The POA (has , has not ) (will , will not ) receive(d) any compensation for debris removal from any other source including Small Business Administration (SBA), National Resource Conservation Service (NRCS), private insurance, individual and family grant program or any other public assistance program.
6. The POA will report for the described property any insurance settlements received for debris removal that has been performed at government expense.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

**TOWN OF HILTON HEAD ISLAND**

*Chandra L. McGee*  
WITNESS  
*Karen Oknox*  
WITNESS

By: *Stephen J. Kirby*  
Town Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

By: *Thomas C. Bannwell Jr*  
President, POA OWNER

\_\_\_\_\_  
WITNESS

Date: *9/15/2003*  
*PO Box 21057*  
*Hilton Heads, SC, 29925*  
*803-681-3575*  
POA Address and Telephone Number

C 46.2003  
MOA #8

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

MEMORANDUM OF AGREEMENT-

THIS AGREEMENT is made and entered into this 19 day of September, 2003, by and between the Town of Hilton Head Island, South Carolina, (hereinafter referred to as the "Town"), and the below listed Planned Unit Development (PUD) or Property Owners Association (POA).

WHEREAS, the Town seeks to establish and maintain a high level of pre-disaster readiness to execute the storm debris management mission in the wake of a hurricane or other disaster; and

WHEREAS, the Town has contracted for debris management services within the Town limits of the Town of Hilton Head Island; and

WHEREAS, the Town recognizes the urgent need to re-establish the publicly and privately maintained transportation network throughout the Town following a disaster; and

WHEREAS, the aftermath of a disaster event could produce a significant debris clearing, reduction, and disposal mission, which would greatly exceed the capabilities of owners of private road networks (i.e.- planned unit developments, property owner associations), to adequately respond; and

WHEREAS, restoration of utility services cannot be effectively performed without proper access to a clear transportation network;

NOW, THEREFORE, the below listed agreements (as indicated by a  placed in the boxes shown by the representative of the Planned Unit Development (PUD) or Property Owners Association (POA) between the Town and the named PUD or POA are established in the event of a disaster that produces a significant volume of debris.

Planned Unit Development or POA LEAMINGTON ASSOCIATION

Solid Waste District #3 Hilton Head Island

Land Use

Agrees to permit the Town to use the identified properties as Debris Management Locations (DMLs) for the duration. The Federal Emergency Management Agency (FEMA) has established the disaster debris mission completion duration at six months with two possible six-month extensions depending upon the magnitude of the disaster. Properties must meet the specifications identified in prevailing Town policy. The Town's debris management contractor shall restore the property to pre-use condition upon completion of the debris mission. There will be no compensation for use of this property. This DML will be used only for the staging, segregation, temporary storage and reduction of burnable debris and burnable construction debris originating within the identified solid waste district. List any properties by parcel number.

Properties:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Road Clearance & Burnable Debris Removal

Agrees to permit the Town or its public or private agents uncontested access to the platted road network for the purpose of responding to the debris mission following a storm event. The Town or its agents will perform the following work:

- Initially clear two lanes of traffic (one lane in each direction) by pushing disaster debris to the edge of the two-lane width.
- Subsequent clearance of the entire traveled-way by pushing disaster debris to the edge of the traveled-way.
- Subsequent removal of all disaster debris from the platted road network right-of-way (The Town of Hilton Head Island or its agents assume no liability or responsibility for the damage of utilities in the course of the debris response mission).
- Pick-up of segregated debris piles placed at the edge of the road ROW in accordance with prevailing Town policy.

This agreement does not cover the clearance, collection or removal of debris from golf courses or other designated open space. Further, The Town of Hilton Head Island and its agents shall be held harmless from damage to property and utilities in the course of performing the debris mission with due diligence.

Equipment & Materials Staging Area

Agrees to permit the storage of equipment and materials (exclusive of significant debris quantities) on designated parcels of property in support of the debris management mission in the general vicinity. List properties by parcel number.

Properties:

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Personnel and equipment

Agrees to use equipment and personnel employed by the PUD for the clearance of roads and ROW within the PUD or POA if such assets are available. List personnel by name, position title and hourly rate (salary and benefits). (Can be provided at time of disaster).

Personnel:

---

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---

---

List equipment by Manufacturer and model:

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---

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This commitment of personnel and equipment is not contingent upon possible reimbursement by any government agency. Further, no commitment to reimbursement by Federal, State or Local Governments is implied.

Debris Management Location (DML) access

The Town of Hilton Head Island agrees to permit agents of this PUD or POA to bring burnable debris and burnable construction debris only to a DML operated by the Town (or its agents) for reduction and subsequent disposal. Loads will be accounted for by a load ticket system employed by the DML operator. Mixed debris will not be accepted. The Town (and its agents) reserves the right to refuse loads. This commitment does not suggest any reimbursement to the PUD or POA for its assumption of the debris hauling mission.

Planned Unit Development or POA LEAMINGTON ASSOCIATION  
Title PRESIDENT  
Print Name ROBERT B. COUGHANOUR  
Signature Robert B. Coughanour

Engineering Department Representative (Town of Hilton Head Island)  
Town Manager Stephen G. Riley, AICP  
Signature Stephen G. Riley



action, either legal or equitable that might arise out of any activities on the above described property.

4. The POA will mark any disaster damaged sewer lines, water lines, and other utility lines located on the described property.
5. The POA (has , has not ) (will , will not ) receive(d) any compensation for debris removal from any other source including Small Business Administration (SBA), National Resource Conservation Service (NRCS), private insurance, individual and family grant program or any other public assistance program.
6. The POA will report for the described property any insurance settlements received for debris removal that has been performed at government expense.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

**TOWN OF HILTON HEAD ISLAND**

*Christopher McCay*  
WITNESS

By: *Stephen J. Clay*  
Town Manager

*Plavon Skov*  
WITNESS

Date: 7/18/03

*D. C. [Signature]*  
WITNESS

By: *Robert B. Coughlan*  
President, POA

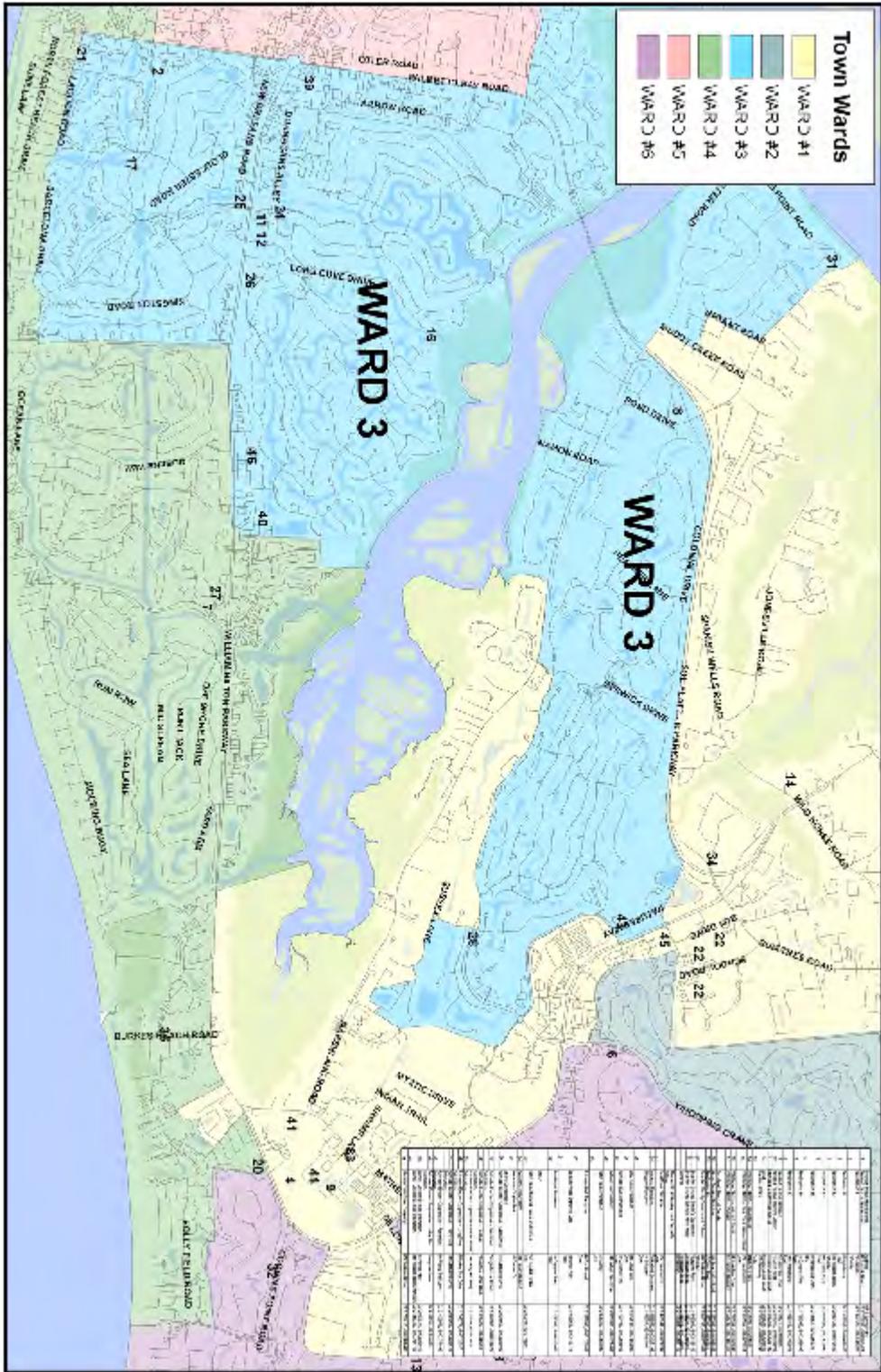
\_\_\_\_\_   
WITNESS

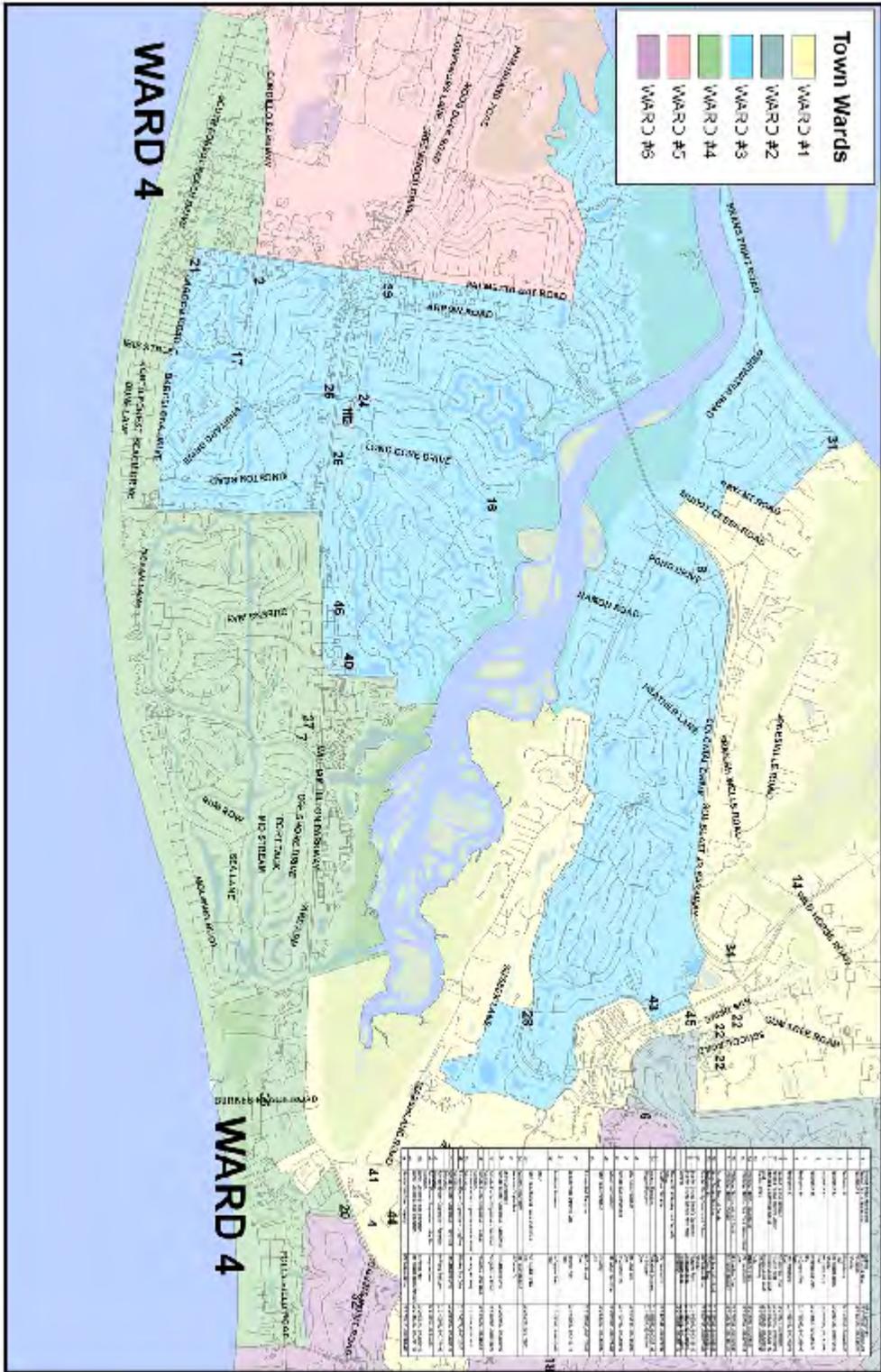
Date: 9-19-03

843-785-3228  
POA Address and Telephone Number





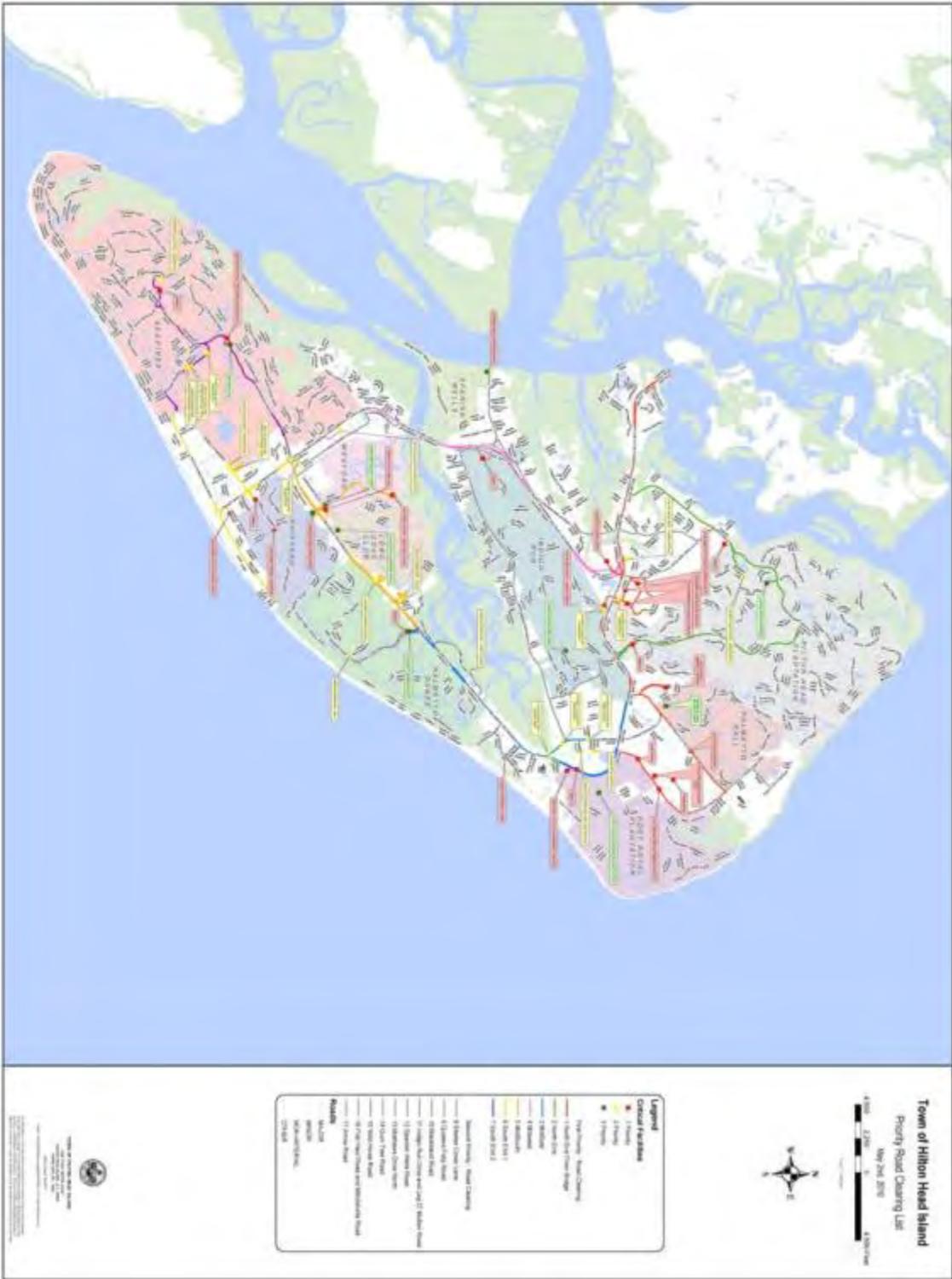








# ATTACHMENT 12 – RECOVERY ROAD CLEARING MAPS



**ATTACHMENT 13 – COUNTY AND SCDOT ROAD DEBRIS REMOVAL AGREEMENTS**

C37-2011

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF BEAUFORT        )    **MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT** is made and entered into this 2nd day of August, 2011 by and between the Town of Hilton Head Island, South Carolina, (hereinafter referred to as the "Town"), and Beaufort County, South Carolina (hereinafter referred to as the "County").

**WHEREAS**, the Town and County seek to establish an agreement to offer mutual aid and assistance for removing, collecting, reducing and disposing of storm generated from roads and rights of way within Beaufort County and the Town; and

**WHEREAS**, the Town and County recognize that the aftermath of a disaster event could produce a significant debris clearing, reduction, and disposal mission; and

**WHEREAS**, the Town recognizes the urgent need to re-establish the publicly maintained transportation network, and utility services, throughout the Town following a disaster; and

**WHEREAS**, the County recognizes the urgent need to re-establish the publicly maintained transportation network, and utility services throughout the County following a disaster; and

**WHEREAS**, the Town and County have contracted for debris removal and debris management services within their respective jurisdiction; and

**WHEREAS**, restoration of emergency vehicle access and utility services cannot be effectively performed without proper access to a clear transportation network; and

**WHEREAS**, after a disaster which causes significant storm debris, the County may require assistance from the Town or the Town may require assistance from the County to remove debris from the roads and rights of way-for which the other is responsible;

**NOW, THEREFORE**, the below listed agreements are established in the event of a disaster that produces a significant volume of debris.

## SECTION 1. DEFINITIONS

- A. REQUESTING PARTY - the entity requesting aid in the event of an emergency.
- B. ASSISTING PARTY - the entity furnishing equipment, services and/or manpower to the Requesting Party.
- C. AUTHORIZED REPRESENTATIVE - an employee of entity who is authorized in writing by that government to request, offer, or provide assistance under the terms of this Agreement. The list of authorized representatives for the participating government executing this Agreement shall be attached as Exhibit A and shall be updated as needed by each participating government.
- D. EMERGENCY - any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results in substantial injury or harm to the population, or substantial damage to or loss of property.
- E. DISASTER - any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude as to result in a declaration of a state of emergency by a county, Governor, or the President of the United States.
- F. PERIOD OF ASSISTANCE - the period of time beginning with the departure of any personnel of the Assisting Party, from any point, for the purpose of traveling to the Requesting Party in order to provide assistance, and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party, during which the personnel of the Assisting Part are engaged in a course of conduct not reasonably necessary for their safe arrival at, or return from, the Requesting Party.
- G. WORK OR WORK-RELATED PERIOD - any period of time in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide assistance, and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such periods of time are rest breaks after which the personnel of the Assisting Party shall return to active work within a reasonable time. Specifically excluded from such periods of time are breakfast, lunch and dinner breaks.
- H. MAJOR DISASTER - a disaster that will likely exceed local capabilities and require a broad range of State and Federal assistance.

## SECTION 2. PROCEDURES

When either Party to this agreement becomes affected by or is under imminent threat of a major disaster, it may invoke emergency-related mutual aid assistance either by:

1) declaring a state of local emergency and transmitting a copy of that declaration to the Assisting Party, or 2) by orally communicating a request for mutual aid assistance to the Assisting Party, followed as soon as practicable by written confirmation of said request. Mutual aid shall not be requested by any Party to this agreement unless resources available within the stricken area are deemed inadequate by the Requesting Party. Parties to this agreement shall coordinate requests for State or Federal assistance with their County Emergency Management Agencies. All requests for mutual aid shall be transmitted by the Authorized Representative or the Director of the County Emergency Management Agency. Requests for assistance may be communicated directly to an Assisting Party. Requests for assistance under this Agreement shall be limited to major disasters, except where the Parties to this agreement have no other mutual aid agreement for the provision of assistance related to emergencies or disasters, in which case the Parties to this agreement may request assistance related to any disaster or emergency, pursuant to the provisions of this Agreement.

A. REQUESTS DIRECTLY TO ASSISTING PARTY: The Requesting Party may directly contact the authorized representative of the Assisting Party and shall provide them with the information in paragraph B below. All communications shall be conducted directly between Requesting Party and Assisting Party.

B. REQUIRED INFORMATION: Each request for assistance shall be accompanied by the following information to the extent known:

1. A general description of the damage sustained;
2. Identification of the emergency service function for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, search and rescue, etc.), and the type of assistance needed;
3. Identification of the public infrastructure system for which assistance is needed (e.g., sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed;
4. The amount and type of personnel, equipment, materials, and supplies needed, and a reasonable estimate of the length of time they will be needed;
5. The need for sites, structures or buildings outside the Requesting Party's jurisdictional boundaries to serve as relief centers or staging areas for incoming emergency goods and services; and

6. An estimated time and a specific place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party.

This information may be provided on the form attached as Exhibit B, or by any other available means.

B. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE: When contacted by a Requesting Party, the authorized representative of the Assisting Party agree to assess their situation to determine availability of personnel, equipment, and other resources. Parties to this agreement shall render assistance to the extent that personnel, equipment, and resources are available. Each Party to this agreement agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the authorized representative determines that his government entity has available personnel, equipment, or other resources, the authorized representative shall so notify the Requesting Party and provide the information below.

1. A complete description of the personnel, equipment, and materials to be furnished to the Requesting Party;
2. The estimated length of time the personnel, equipment, and materials will be available;
3. The areas of experience and abilities of the personnel and the capability of the equipment to be furnished;
4. The name of the person or persons to be designated as supervisory personnel; and
5. The estimated time when the assistance provided will arrive at the location designated by the authorized representative of the Requesting Party.

D. SUPERVISION AND CONTROL: The personnel, equipment and resources of any Assisting Party shall remain under operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall provide work tasks to the supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party, based on task or mission assignments provided by the Requesting Party. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party. At least twenty-four hour advance notification of intent to withdraw personnel or resources shall be provided to the Requesting Party, unless such notice is not practicable, in

which case such notice as is reasonable shall be provided.

E. FOOD; HOUSING; SELF-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

F. COMMUNICATIONS: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

G. RIGHTS AND PRIVILEGES: Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation incidental to their employment.

H. WRITTEN ACKNOWLEDGMENT: The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered, setting forth the information transmitted in the request, and shall transmit it by the quickest practical means to the Requesting Party for approval. The form to serve as this written acknowledgment is attached as Exhibit C. The Requesting Party shall respond to the written acknowledgment by executing and returning a copy to the Assisting Party by the quickest practical means, maintaining a copy for its files.

### SECTION 3. REIMBURSABLE EXPENSE

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties, and specified in the written acknowledgment executed in accordance with paragraph I., Section 2, of this Agreement. The Requesting Party shall be ultimately responsible for reimbursement of all reimbursable expenses.

A. PERSONNEL: During the period of assistance, the Assisting Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses (including travel expenses) incurred during the period of assistance, including but not limited to employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Assisting Party under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both the Requesting Party and the Assisting Party shall be responsible for payment of such benefits only to their respective employees.

B. EQUIPMENT: The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or State hourly rate, or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in a safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party, and by the amount of any insurance proceeds received by the Assisting Party.

C. MATERIALS AND SUPPLIES: The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in Section 3, B. above, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged. If such an agreement is made, it shall be done so in writing.

C. RECORD KEEPING: The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party using the format used or required by FEMA publications, including 44 CFR, Part 13, and applicable Office of Management and Budget Circulars.

E. PAYMENT: Unless otherwise mutually agreed in the written acknowledgment executed in accordance with paragraph 1, Section 2, or a subsequent written addendum to the acknowledgment, the Assisting Party shall bill the Requesting Party for all reimbursable expenses, with an itemized notice, as soon as practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 CFR, Part 206. The Requesting Party shall pay the bill, or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified by mutual agreement. This shall not preclude an Assisting Party or Requesting Party from assuming or donating, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided to a Requesting Party.

#### SECTION 4. INSURANCE

Each Party to this agreement shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. If a Party to this agreement is insured, its file shall contain a letter from its insurance carrier authorizing it to provide and receive assistance under this Agreement, and indicating that there will be no lapse in its insurance coverage, either on employees, vehicles, or liability. If a Party to this agreement is self-insured, its file shall contain a copy of a resolution authorizing its self-insurance program. A copy of the insurance carrier's letter or the resolution of self-insurance shall be attached to the executed copy of this Agreement. Each Assisting Party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement. The amount of reimbursement from the Requesting Party shall be reduced by the amount of any insurance proceeds to which the Assisting Party is entitled as a result of losses experienced in rendering assistance pursuant to this Agreement.

#### SECTION 5. LIABILITY

To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement.

#### SECTION 6. LENGTH OF TIME FOR EMERGENCY

The duration of such state of emergency declared by the Requesting Party is limited to seven (7) days. It may be extended, if necessary, in seven (7) day increments.

SECTION 7. TERM

This Agreement shall be in effect for one (1) year from the date hereof and is renewed automatically in successive one (1) year terms unless terminated upon sixty (60) days advance written notice by the Parties to this agreement. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal.

SECTION 8. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by both Parties and upon proper execution thereof.

SECTION 9. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and affect without regard to the section, portion, or subsection or power invalidated.

In the event that any parties to this Agreement have entered into other mutual aid agreements or inter-local agreements, those parties agree that said agreements are superseded by this Agreement only for emergency management assistance and activities performed in major disasters, pursuant to this Agreement. In the event that parties to this Agreement have not entered into another mutual aid agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this Agreement shall apply unless otherwise agreed between those parties.

IN WITNESS WHEREOF, the Town of Hilton Head Island, South Carolina and Beaufort County, South Carolina, by and through their duly authorized officers have set their hands and seals on this 7<sup>th</sup> day of August 2011.

WITNESSES:

Alex Savarino  
Shirley Hove

WITNESSES:

[Signature]  
John [Signature]

BEAUFORT COUNTY

By: [Signature] 8/9/2011

Attest: C. Kemp Harris

TOWN OF HILTON HEAD ISLAND

By: [Signature]  
Drew A. Laughlin, Mayor

Attest: [Signature]  
Stephen G. Riley, Town Manager



3. Identification of the public infrastructure system for which assistance is needed (e.g., sanitary sewer, portable water, streets, or storm water systems) and the type of work assistance needed:

4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed:

5. The need for sites, structures or buildings outside the Requesting Party's jurisdictional boundaries to serve as relief centers or staging areas for incoming emergency goods and services:

6. An estimated time and specific place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party.

EXHIBIT C: ACKNOWLEDGMENT

To be completed by each Assisting Party.

NAME OF ASSISTING PARTY:

AUTHORIZED REPRESENTATIVE:

CONTACT NUMBER/PROCEDURES:

1. Assistance to be provided:

Resource	Type	Amount	Assignment	Est. Time of Arrival
----------	------	--------	------------	----------------------

2. Availability of additional resources:

3. Time limitations, if any:

## **MEMORANDUM OF AGREEMENT**

**Between the**  
**SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION**  
**And the**  
**TOWN OF HILTON HEAD**

This Memorandum of Agreement (hereinafter the "Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT) and the TOWN OF HILTON HEAD, (hereinafter referred to as the TOWN),

For the purpose of this Agreement, the following definitions apply:

First Push is the initial operation to clear the roadway, which includes cut and toss operations to push debris out of the traveled way.

Cut and Toss is defined as cutting and/or pushing the debris off of the roadway sufficiently to allow safe vehicular traffic on all traveled ways.

First Pass is defined as the initial operation to collect and remove debris pushed aside during First Push operations and the debris may be located within the cut and fill slopes, drainage ditches, and clear zone; and

WHEREAS, during a declared State of Emergency or State of Disaster which implements the South Carolina Emergency Operations Plan (hereinafter, referred to as the SCEOP), the DEPARTMENT may be called upon to perform certain functions, including the removal of eligible storm debris from the rights-of-way of state maintained roads and bridges, that is disaster related, pursuant to the SCEOP; and

WHEREAS, it is the policy of the DEPARTMENT and of the TOWN to cooperate with each other in order to maximize the use and allocation of the monetary resources each are entrusted with, and

WHEREAS, the TOWN has requested that it be allowed the opportunity and responsibility to perform certain DEPARTMENT functions as set forth in the SCEOP in order to assure that its citizens are served and protected; and

WHEREAS, the implementation of this Agreement is based on the consideration of future severe natural disasters that could affect state maintained roads and bridges within the geographical limits of the TOWN; and

WHEREAS, the implementation of this Agreement is in the best interest of both the DEPARTMENT and the TOWN and it would be most practical, expeditious, and economical for the TOWN to participate with the DEPARTMENT to perform the services as needed as described in Exhibit "A" and Exhibit "B", attached hereto.

1

NOW THEREFORE, the parties agree as follows:

I. PROJECT DESCRIPTION:

- A. It is understood by the DEPARTMENT and the TOWN, in the event of any declared severe natural disaster(s) that affect state maintained roads and bridges within the TOWN as described in Exhibit "A" and Exhibit "B", attached hereto, the TOWN will be pre-positioned to conduct the First Push, and possibly First Pass pushing and clearing all debris off of designated State maintained roadway(s) as described in Exhibit "C".
- B. These activities will be in accordance with Federal Highway Administration (hereinafter, referred to as FHWA) and/or Federal Emergency Management Agency (hereinafter, referred to as FEMA) rules, regulations, and procedures. (FHWA Emergency Relief Program codified at 23 USC §125 and FEMA Public Assistance Guide, FEMA 322).

II. The DEPARTMENT:

- A. Will authorize orally and followed up in writing and direct the TOWN to perform services under the terms of this Agreement on an as needed basis.
- B. Does not guarantee that any work or services will be authorized pursuant to this Agreement.
- C. Reserves the right to inspect all work undertaken pursuant to this Agreement.
- D. Will reimburse the TOWN for all reasonable costs in manpower and equipment for First Push and First Pass associated with the designated project, including, but not limited to, funding received under federal assistance programs, and will comply with all reimbursement instructions as stated in Exhibit "D".
- E. The DEPARTMENT will apply to FEMA and/or FHWA for reimbursement.

III. The TOWN:

- A. Will request orally and follow-up in writing permission to proceed to begin First Push on pre-designated state maintained roadways and that all First Push, Emergency Debris Removal Cut and Toss and First Pass Emergency Debris Removal activities performed on eligible federal-aid highways are subject to the terms and conditions of the Emergency Relief Program Manual.
- B. Will invoice the Department for all reasonable costs in manpower and equipment for First Push and First Pass associated with the designated project and will comply with all reimbursement instructions as stated in Exhibit "D".

- C. Will certify that pre-disaster contracts entered into by the TOWN with third parties to perform First Push, Emergency Debris Removal Cut and Toss and First Pass Emergency Debris Removal activities for which the TOWN intends to seek reimbursement from the DEPARTMENT shall:
    - 1. Be competitively and openly bid by the TOWN,
    - 2. Mandate compliance with the requirements of the National Environmental Policy Act (NEPA) of 1969,
    - 3. Include the Required Contract Provisions for Federal-Aid Construction Contracts as stated in FHWA 1273. These provisions must be physically incorporated in the contract.
  - D. Will apply directly to the FEMA Public Assistance Program for any Emergency Debris Removal activities for subsequent passes on Federal Aid Roadways or Non-Federal Aid Roadways after the initial First Push and any First Pass by the TOWN or its agent. The TOWN will be responsible for all associated costs in excess of the Federal reimbursements for subsequent passes.
- IV. Either party may unilaterally cancel this Agreement with reasonable notice in writing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above.

Signed, sealed and executed for the TOWN.

WITNESS:  
B.G. Hulbert

TOWN OF HILTON HEAD  
By: Stephen Riley  
Title: \_\_\_\_\_  
Federal ID# \_\_\_\_\_

Signed, sealed and executed for the DEPARTMENT.

WITNESS:  
\_\_\_\_\_

SOUTH CAROLINA DEPARTMENT OF  
TRANSPORTATION  
By: \_\_\_\_\_  
Deputy Secretary for Engineering

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

**CERTIFICATION OF THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION**

I hereby certify that I am the Deputy Secretary for Engineering of the Department of Transportation of the State of South Carolina and the TOWN or its legal representatives have not been required directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person or
- (b) pay, or agree to pay, to any form, person, or organization, any fee, contribution, donation, or consideration of any kind, except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 CFR, I further certify that the work stipulated in this Agreement to be performed by TOWN can be more advantageously performed by said TOWN than by the DEPARTMENT and that said TOWN is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this Agreement.

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U. S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal Laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(DEPARTMENT Signature)

**CERTIFICATION OF THE TOWN OF HILTON HEAD**

I hereby certify that I am the \_\_\_\_\_ and duly authorized representative of the TOWN, whose address is \_\_\_\_\_, and that neither I nor the above TOWN I represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above TOWN) to solicit or secure this Agreement,
- (b) agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above TOWN) any fee, contribution, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as herein expressly stated (if any).

I acknowledge that this certificate is to be furnished to the DEPARTMENT and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

November 30, 2011  
(Date)

  
(TOWN Signature)

**CERTIFICATION FOR CONTRACTS, LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

November 30, 2011  
(Date)

  
(TOWN Signature)

\_\_\_\_\_  
(Date)

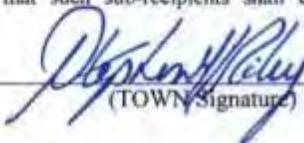
\_\_\_\_\_  
(DEPARTMENT Signature)

### DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this Agreement, the undersigned, \_\_\_\_\_, who is a representative of the TOWN certifies on behalf of the TOWN that the TOWN will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - (1) Abide by the terms of the statement; and,
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).
- (h) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, and contracts and subcontracts under grants, sub-grants, loans, and cooperative agreements), and that such sub-recipients shall certify and disclose accordingly.

November 30, 2011  
(Date)

  
(TOWN Signature)

**EXHIBIT "A"**

**SCOPE OF SERVICES  
"FIRST PUSH"**

**EMERGENCY DEBRIS REMOVAL – NATURAL DISASTER – CUT AND TOSS**

**1.0 GENERAL**

This statement of work describes and defines the services which are required for the execution of Natural Disaster-related emergency debris removal (cut and toss) from Federal Aid Highway segments and State owned roadways within the Town of Hilton Head (TOWN). With approval from the South Carolina Department of Transportation (DEPARTMENT), the TOWN shall provide all services described herein and any other services required to complete the project. Activities include field operations and debris management. The DEPARTMENT, at its sole discretion, may elect to perform work with in-house or contract forces. Proper documentation, as required by Federal Highway Administration (FHWA) shall be provided for all debris removal operations.

**2.0 SERVICES TO BE PROVIDED BY THE TOWN**

Field Operations

The following listed services shall be performed by the TOWN upon approval from the DEPARTMENT:

- Provide equipment, labor, and materials necessary to perform Cut and Toss for clearing of the Traveled Ways of the roadways as directed. The services include, but are not limited to, cutting and removing vegetative debris and other debris to a point two feet beyond the curb and gutter section or to a point two feet beyond the edge of pavement (i.e. 2 feet beyond the paved shoulder or edge of turn lane (s) whichever is further) and vertical clearance of 16 feet as needed.
- Provide traffic control (day and/or night) using current Manual on Uniform Traffic Control Devices.
- Ensure all TOWN and subcontractor personnel have and utilize personal protective safety gear in accordance with OSHA requirements and company safety policies.
- Coordinate with utility companies, as required, to ensure safe removal of debris.

**3.0 SERVICES TO BE PROVIDED BY THE DEPARTMENT OR its DESIGNATED REPRESENTATIVE**

Field Operations

- Identify and evaluate the scope of the post-disaster debris problem.
- Identify in cooperation with the TOWN which transportation systems the TOWN is responsible for clearing.
- Provide periodic site inspection to insure that the State Road Transportation Facilities are cleared and open.

## EXHIBIT "B"

### SCOPE OF SERVICES EMERGENCY DEBRIS REMOVAL – NATURAL DISASTER

#### 1.0 GENERAL

This statement of work describes and defines the services which are required for the execution of debris removal from Federal Aid Highway segments and State roadways within the Town of Hilton Head (TOWN). The TOWN shall provide all services described herein and any other services that are required to complete the project. Activities include, but are not limited to, field operations, debris pickup, debris hauling and removing, debris staging and reduction, temporary debris storage site management and debris management. All debris and waste management shall be in accordance with all federal and state laws, and environmental regulations. Roads will be identified by the South Carolina Department of Transportation (DEPARTMENT) and direction given to the TOWN for roads and limits for which the TOWN will be responsible for. The DEPARTMENT reserves the right to add or delete highway segments at the direction of the Engineer.

The DEPARTMENT, at its sole discretion, may elect to perform work with in house forces or other contract forces.

Proper documentation as required by Federal Highway Administration (FHWA) and Federal Emergency Management Agency (FEMA) are required for all debris operations.

#### 2.0 SERVICES TO BE PROVIDED BY THE TOWN

##### Field Operations

The listed services shall be performed by the TOWN upon approval from the DEPARTMENT:

- Provide equipment, labor, and materials necessary to perform the First Pass and all subsequent passes as directed. The work associated with First Pass and subsequent passes, includes but is not limited to: cutting fallen vegetative debris; picking up and loading vegetative debris, C & D and Hazardous Materials; hauling materials to either a temporary debris staging and reduction site or final legal disposal site; volume reduction at the temporary debris staging and reduction site; and final hauling and disposal at an appropriate landfill or "waste to energy" facility.
- Once road priorities are established by the DEPARTMENT or its representative, crews shall be required to complete entire sectors and/or corridors prior to moving on to other areas. No streets should be bypassed based on quantity of debris alone. Provide labor, equipment and materials necessary to remove all stumps authorized by the DEPARTMENT, FHWA and FEMA. Stump removal operations shall be in accordance with FHWA and FEMA guidelines.
- Provide traffic control (day or night) using current Manual on Uniform Traffic Control Devices.
- Ensure all TOWN and subcontractor personnel have and utilize personal protective safety gear in accordance with OSHA requirements and company safety policies.
- Coordinate with Utility Companies, as required, to permit safe removal of debris.
- The TOWN is required to measure and certify all trucks. All Temporary Debris Staging and Reduction Sites (TDSR's) shall be equipped with at least one tower from which monitors can safely view contents on each load and determine capacities of each load entering and exiting the TDSR.

- Provide a means for securing all TDSR's; throughout the life of the activities, to ensure no unauthorized or illegal dumping can occur at the site.
- Sweep curb and gutter sections.
- Damaged trees and exposed roots are to be removed to ground level.
- Remove leaning trees which are not an immediate hazard only when directed by SCDOT or their designated representative.
- Fill any holes left by removed trees.

### **3.0 SERVICE TO BE PROVIDED BY THE DEPARTMENT OR THEIR DESIGNATED REPRESENTATIVE**

#### Field Operations

- Identify and evaluate the scope of the post-disaster debris problem.
- Identify in cooperation with the TOWN which transportation systems the TOWN is responsible for clearing.
- Provide periodic site inspection to ensure that State Roads are cleared and open.

**EXHIBIT "C"**  
**FEDERAL HIGHWAY ADMINISTRATION (FHWA) & FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) DEBRIS GUIDELINES**

	FHWA-ER	FEMA-PA
<b>Debris Removal</b>	<p style="text-align: center;"><b>Considered Emergency Repair</b></p> <p><b>First Push</b> – to restore travel on Federal Aid roadways. (reimbursed at 100%)</p> <p><b>First Pass</b> – first pass of debris removal collection along federal Aid roadways (reimbursed at 100% for work completed within first 180 days)</p>	<p style="text-align: center;"><b>Considered Emergency Work</b></p> <p><b>First Push</b> – to restore travel and protect health and safety on non-Federal Aid eligible roadways. Considered Category B – Emergency Protective Measures (reimbursed at 100% within the 72 hours in some disasters)</p> <p><b>First Pass</b> – first pass of debris removal collection along non-Federal Aid roadways. Considered Category A – Debris Removal (reimbursed at 75% or higher for work within the first 180 days)</p> <p><b>Additional Passes</b> – subsequent debris removal collection passes required to eliminate the threat to public health and safety along ALL roadways (private roadways excluded) Considered Category A – Debris Removal (reimbursed at 75% for work completed within the first 180 days)</p>

**First Push** – The **first push** is the initial operation to clear the roadway, which includes cut and toss operations to push debris out of the "traveled way". Subsequent operations to push debris from the roadway will not be eligible. It needs to be understood that if circumstances regarding mobility arise that do not allow immediate first push operations on the roadway, such as downed power lines, that a secondary clean-up of the *initial* debris in the ROW is still considered first push. (Ex: A 24 ft. wide roadway is completely covered by debris and one side is covered by power lines. To allow the power companies access, an 8-foot path of debris is cleared away from the power lines on Day One. On Day Three, after the power company operations are completed and the environment is clear, the rest of the *initial* debris in the ROW can be pushed into a pile and is still considered first push.)

**First Pass** – The **first pass** is the initial operation to collect and remove debris pushed aside during the first push operations and the debris may be located within the cut and fill slopes, drainage ditches, and clear zone. The first pass is meant to be accomplished as one continuous operation on the same section of roadway before relocating the clean-up operation team to the next section or site.

All debris (vegetative and non-vegetative) within the eligible clearing limits must be collected during the first pass operation. Once debris from such roadway segments or locations has been initially cleared, subsequent efforts to clear and remove debris from those same areas are not considered eligible expenses, regardless of the date or time in which the material was collected. FHWA allows different types of debris (vegetative, white goods, etc.) to be picked up over a period of a few days, but it should not extend over several weeks. Vegetative and non-vegetative debris are not required to be on the same vehicles, but they are to be removed within the same time period for the first pass operation for that section of roadway. The FHWA District Transportation Engineer will make the final determination on this issue.

FHWA recognizes that Hazardous Materials (HazMat) operations might be required as a separate operation. The FHWA Transportation Engineer will make the final determination on this issue.

**Clearing Limits** – The clearing limits for debris normally include the traveled way, cut and fill slopes, and any additional clearing required to ensure the full functioning of the pavement, drainage ditches, and structures. It also includes the clear zone. Clearing of the remainder of the full right-of-way is the responsibility of the agency having jurisdiction and shall not be considered as part of the first pass collection activities eligible under the Emergency Relief Program. The definition of eligible limits for various federal aid road classifications is as follows:

1. **Interstate:** eligible limits not to exceed 50 feet from the edge line, or the ROW limits, whichever is less. This includes up to 50 ft. on each side of the inside median; the rest is considered to be heavy maintenance and is a state cost responsibility.
2. **US/State Roads:** eligible limits not to exceed 40 feet from the edge line, or the ROW limits, whichever is less.
3. **Other Federal Aid Roads:** eligible limits not to exceed 20 feet from the edge line, or the ROW limits, whichever is less.

Debris in drainage ditches beyond the limits presented above will be eligible for first pass removal to enable proper functioning of the drainage system.

**EXHIBIT "D"**  
**REIMBURSEMENT PROCEDURES**

All invoices submitted to SCDOT for reimbursement of costs associated with an event shall include the following detailed information.

Force Account Labor Record

**Time Records:** Account for the time of all individuals who participated, even if they may not be eligible. In order for costs to be eligible, designate all persons that meet the overtime criteria for the particular pay period.

Persons are not entitled to overtime if they:

- ❖ do not meet eligibility requirements-not entitled to overtime;
- ❖ they did not work enough hours to reach overtime status; or
- ❖ are unpaid (volunteers).

Maintain a separate worksheet for each week and pay period.

List:

- ❖ The dates of the work week;
- ❖ name and job title of each individual who worked the event including ID number;
- ❖ overtime hours and regular hours of each individual worked on a DAILY basis;
- ❖ description of type of work, (i.e. debris removal);
- ❖ Total hours per individual per week, hourly rate, and benefit per hour.

Force account sheets should be numbered, signed and dated by a certifying individual; including the certifying individuals job title.

Materials/External Contract Record

If your organization rented, contracted, or otherwise used external contractors for work, please provide the following information.

- ❖ The name of the organization or person who provided the material or service and the kind of material, equipment, or service that was provided
- ❖ Costs and dates of service, unit price, number of units, etc.
- ❖ Verification of payment to the vendor/contractor such as a cancelled check or check register.

Entity's Equipment Use Record

If your organization used its own equipment for work, please provide the following information:

- ❖ A description of the equipment, including the size, capacity, horsepower, make, model and any other pertinent information.
- ❖ The day(s) the equipment was used on the event, as well as the number of hours per day it was used. *Note that equipment must be actually used on an event to be eligible.*
- ❖ Hourly rate or other rate structure (miles) for the equipment and the total costs of the use of the equipment.

The aforementioned information along with a valid invoice from the entity should be sent to:

SC Department of Transportation  
Attention: Director of Maintenance  
PO Box 191  
Columbia, SC 29202

## EXHIBIT "E" SCDOT MAINTAINED ROADS ON HILTON HEAD ISLAND

### SCDOT MAINTAINED, FEDERAL AID ROADS

S-7-524:	Arrow Road (from Wm. Hilton Pkwy. to Target Road)
S-7-333:	Beach City Road (from just n.e. of Mathews Drive to terminus)
S-7-342:	Cordillo Parkway (from Pope Avenue to S. Forest Beach Drive)
S-7-405:	Deallyon Avenue
S-7-334:	Dillon Road
S-7-148:	Folly Field Road
S-7-308:	Folly Field Road
S-7-294:	Gum Tree Road
S-7-482:	Gum Tree Road
S-7-345:	Marshland Road
S-7-44:	Mathews Drive
S-7-244:	North Forest Beach Drive
S-7-294	Old Wild Horse Road
US 278:	Palmetto Bay Road
S-7-80:	Pope Avenue
US 278:	Sol Blatt Jr. Cross Island Parkway
S-7-243:	South Forest Beach Drive
S-7-79:	Spanish Wells Road
S-7-245:	Spanish Wells Road
S-7-141:	Squire Pope Road (from Wm. Hilton Pkwy. to Gum Tree Road roundabout)
S-7-524:	Target Road
US 278:	William Hilton Parkway
US 278 Bus:	William Hilton Parkway

### SCDOT MAINTAINED, NON-FEDERAL AID ROADS

S-7-610:	Archer Road
S-7-338:	Arrow Road (Palmetto Bay Road to Helmsman Way)
S-7-524:	Arrow Road (Archer to Target)
S-7-610:	Arrow Road (Archer to Target)
S-7-328:	Avocet Road
S-7-335:	Baygall Road
S-7-771:	Bittern Road (Lagoon to North Forest Beach Drive)
S-7-772:	Blue Heron Point Road
S-7-332:	Bradley Beach Road
S-7-541:	Camellia Street
S-7-729:	Dune Lane (Ibis to Jacana)
S-7-525:	Dunnagans Alley (Palmetto Bay Road to Arrow Road)
S-7-737:	Executive Park Road
S-7-334:	Fish Haul Road (paved)
S-7-542:	Gardenia Street
	Genesta Street
S-7-760:	Ghost Crab Way
S-7-835:	Helmsan Way
S-7-327:	Ibis Street (Lagon to North Forest Beach Drive)
S-7-729:	Jacana Street

S-7-298: Jenkins Road  
S-7-724: Kings Court  
S-7-327: Lagoon Road  
S-7-638: Mimosa Street  
S-7-775: Mitchellville Road (paved)  
S-7-757: Moonshell Road  
S-7-338: Nautilus Road (Spur)  
S-7-625: Office Way  
S-7-539: Oleander Street  
Paddleboat Lane  
S-7-756: Periwinkle Lane  
S-7-338: Point Comfort Circle  
S-7-801: Power Alley  
S-7-607: Row Boat Road (Spur)  
S-7-758: Sand Dollar Road (Seahorse to End)  
S-7-759: Sea Horse Way  
S-7-607: Sea Olive Road  
S-7-200: Singleton Beach Road  
S-7-723: Squiresgate Road  
S-7-624: Union Cemetery Road  
S-7-626: Wilborn Road (WHP to School Road)  
S-7-294: Wild Horse Road  
S-7-686: Woodhaven Drive  
S-7-687: Woodhaven Lane

## **ATTACHMENT 14 - DEBRIS MONITORING FIRM RFP AND CONTRACT**

- **PLEASE SEE THE ENGINEERING OFFICE FOR THIS CONTRACT**

**ATTACHMENT 15 –  
DEBRIS REMOVAL CONTRACTOR RFP AND CONTRACT**

- **PLEASE SEE THE ENGINEERING OFFICE FOR THIS CONTRACT**

# **TOWN OF HILTON HEAD ISLAND**

## **REQUEST FOR PROPOSALS**

### **RFP 2008-26**

## **DEBRIS MONITORING AND INSPECTION SERVICES**

### **BACKGROUND**

Hilton Head Island is a barrier island located in Beaufort County, South Carolina with a land area of 54 square miles. The island is primarily accessed via US 278 from I-95. The island has a regional airport which is operated by Beaufort County. The island's year-round population is approximately 36,000, although there are many secondary residences, time shares and hotels. Much of the island is contained in Planned Unit Developments, or gated communities. The Town has a strong Land Management Ordinance which regulates land development and tree removal. The Town is managed by a Mayor-Manager type of government.

### **INTENT**

It is the intent of this solicitation to engage a qualified firm to perform monitoring and oversight services of the Town's debris recovery/collection contractor in the event of a debris generating-event. It is anticipated that the contract will be in effect for a one (1) year period and can be mutually renewed at the same terms and conditions for four (4) additional one-year (1) periods. The Town of Hilton Head Island does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

### **Section 1 SCOPE OF SERVICES / TECHNICAL REQUIREMENTS**

The Town requires these services to support the monitoring and management of the debris recovery effort and associated contractor(s). The selected firm (Contractor) should be capable of providing a large range of related services including, but not limited to, debris estimating, providing input for collection and reduction strategies, field monitoring, site monitoring, track capacity certifications, daily debris collection reporting, Geographical Information System (GIS) mapping, and other services as needed and requested by the Town.

Additional services may include, but are not limited to, facilitating communication with the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), State of South Carolina, and other state and federal agencies; pre-event planning, post event review; data compilation and management, reimbursement services; and coordination with state insurance representatives.

**1. Disaster Debris Management/Monitoring Services:** The selected firm will be expected to provide disaster debris monitoring services to include: debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other public, eligible, or designated areas. Monitoring shall be done in compliance with federal, state, and local guidelines. Specific services to be included:

a. Monitor specific field debris collection activities to include debris collection contractors are in assigned areas, contractors are collecting eligible debris, identifying and correcting ineligible debris operations, and assisting the Town in ensuring contractors are performing tasked operations within their scope of services.

b. Manage and operate Debris Management Sites (DMS). The firm will collect environmental baseline data, per local, state, and federal requirements, from the designated emergency debris management sites prior to opening of these sites.

c. Coordinating daily briefings, work progress, staffing, and other key items with the Town.

d. Scheduling work for all team members and contractors on a daily basis.

e. Providing the scheduling, dispatching, and logistical operations of the field monitors/inspectors assigned to all work areas of debris clean-up. Work areas of debris clean-up may include debris management sites, debris collection sites on public property, debris collection on private property, and residential disposal sites.

This work will include:

i. Acquiring, hiring, training, deploying, and supervising properly equipped monitors/inspectors.

ii. Establishing the schedule for the monitors.

iii. Prioritizing recovery workload daily.

iv. Responding to problems in the field, including residential or commercial property damage claims during the process of debris removal. Contractor(s) shall establish a web site and/or telephone claim reporting system with a local or toll-free number, and provide staff for the professional management of receiving telephone complaints or damage claims. The Contractor(s) shall investigate the complete documentation of claims.

f. Monitor recovery/debris contractor operations and making/implementing recommendations to improve efficiency and speed recovery.

g. Accurately measure and certify the capacities of all debris contractor trucks that are added into service and recertify on a regular basis. Certify trucks prior to allowing trucks to operate, and within FEMA-eligibility guidelines.

h. Ensure safety practices are in compliance with local, state, and federal guidelines and make reports if contractor personnel safety standards are not followed.

i. Keep records of contract hauler's trucks, to include cubic yardage, time in and time out, number of loads per day, etc., using the Contractor's load tickets. The Contractor(s) will ensure their load tickets capture the minimum data according to FEMA 325, Public Assistance Debris Management Guide. The Contractor will properly and accurately complete and physically control load tickets. Entering load tickets into a database or spreadsheet application that is available to the Town.

j. Ensure debris hauler's trucks are accurately credited for their loads.

k. Ensure debris hauler's trucks are not artificially loaded.

l. Validate and document hazardous trees, including hangers, leaners, and stumps.

m. Ensure that hazardous wastes are not mixed in debris loads.

n. Ensure that all debris is removed from trucks at the DMS.

o. Report if improper equipment is mobilized and used.

p. Ensure that only debris specified in the contract is collected.

q. Monitor private property debris removal and/or demolition activities, if assigned.

r. Monitor site development and restoration of the all DMS used for the operation.

- s. Report if debris removal work does not comply with all local ordinances, and state and federal regulations.
- t. Coordinate the logistics/permitting required for routing when major transportation routes are impassable.
- u. Develop daily operational reports on work progress. As a minimum, the reports should include:
  - i. Debris collected from curbside and/or collections centers.
  - ii. Debris accepted at the DMS and/or final disposition.
  - iii. Debris recycled/reduced at the DMS and taken to final disposition.
  - iv. Report if completion schedules are not on target.
  - v. Any other operational or safety issues.
- v. Develop maps, GIS applications and work zones as necessary. Debris collection maps shall be developed and managed in GIS.
- w. Comprehensive review, reconciliation and validation of debris removal contractor(s) invoices prior to submission to the Town for processing.
- x. Provide insurance evaluation, documentation adjusting, and settlement service.
- y. Final report and appeal preparation and assistance in any appeal process.
- z. Employ or maintain on the work site(s) a qualified accessible supervisor(s), as directed. At least one (1) accessible and designated supervisor in the area of operation, and the liaison officer, shall have full authority to act on behalf of the Contractor(s) and its subcontractors, and all communications given to the supervisor or liaison officer in writing by the Town's authorized representative shall be as binding as if given to the Contractor(s). Key personnel (project manager, supervisors, etc.) once assigned to the Town shall remain in the service of the Town until the project is complete as deemed by the Town.

**2. Pre-event Planning and Training:** The firm will assist Town staff in conducting an annual preparation and coordination exercise and refresher training to determine the adequacy of the debris removal plan and debris management process one month prior to the beginning of hurricane season. Specific training information shall include (but not be limited to):

- a. Guidance to the Town staff on the logistics, schedule, and other duties that will be performed during the debris management process if an emergency occurs during the following year. The plan is to include pre-event contracts and mutual aid contracts / memorandums of understanding templates.
- b. Review and recommended updates to the Town's Debris Management Plan, including any organizational changes within the Town or any changes to FEMA guidelines or regulations that may affect the Town's reimbursement potential.
- c. Develop an updated debris management contact list including key personnel and contact information for individuals within local, state, and federal agencies. The contact list will also include the debris hauling contractor contact information.

### **3. Firm's Qualifications**

- a. The firm must be primarily engaged in providing the services as outlined in this Request for Proposal.
- b. The firm must have a demonstrated comprehensive understanding in areas listed in this proposal. Understanding and previous experience are essential criteria in the qualifying process.
- c. The firm's personnel and management to be utilized in this service requirement shall be knowledgeable in their areas of expertise. The Town reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract.

### 3. Required Submittals

- a. Firm's Credentials: The firm shall include a description of the firm's business history and number of years in operation. The firm shall include number employees, when firm was established, principals of firm, and any other related information.
- b. Expertise of Designated Staff: Describe the qualifications and experience of personnel that will provide these services, including demonstrated knowledge and understanding of the type of services to be performed; previous experience in similar or related work; and understanding of the local codes, laws, and regulations governing the work.
- c. Past Performance: The firm shall provide any information that documents successful and reliable experience in past performance, especially those performances related to the requirements of this RFP. Related experience shall be restricted to those assignments undertaken within the last five (5) years.
- d. The firm must be covered by worker's compensation complying with all statutory requirements for the State of South Carolina.
- e. The firm must be covered by a comprehensive general liability insurance policy of no less than one million dollars (\$1,000,000) combined single limit bodily injury or property damage. The Town must be named as an additional insured party.
- f. The firm is required to possess a current Town of Hilton Head Island Business License. Each prime contractor shall promptly submit a list of subcontractors furnishing labor or materials for the project to the Town's Business License Division.

### 4. Managerial Capabilities:

- a. Show evidence of the firm's ability to manage tasks simultaneously and expeditiously; approach to problem/task resolution; and teamwork.
- b. References: The firm shall include a list of a minimum of four (4) references, for similar projects undertaken within the last five (5) years, who can attest to the firm's knowledge, quality of work, timeliness, diligence, and flexibility. Reference information shall include names, contact persons, phone numbers, and an e-mail address for all references. Concentrate only on those projects completed by the firm.
- c. Services to be provided: The firm shall provide a detailed list of all services that the firm is able to provide and explain how these services will be accomplished. Please include a guaranteed response time in this portion of the submittal.
- d. Price Proposal: The firm shall provide a complete price proposal for all services to be provided. Please include all hourly rate charges for any and all personnel, equipment, vehicles that would be associated with the services requested in this RFP.
- e. Current Contracts: Firms shall list all city, county, or state disaster service related contracts in which they are currently obligated to fulfill during the initial term of this agreement.

## Section 2 INSTRUCTIONS FOR THE PREPARATION AND DELIVERY OF THE PROPOSAL

A. Requesting the Solicitation Document: To receive RFP documents, please download documents directly from the Town's web site located at <http://www.hiltonheadislandsc.gov>, or contact Jennifer Hasting of the Town's Engineering Division, at (843) 341-4779; **Important!** The desire of the Town to pursue proposals shall in no way obligate the Town to compensate you for your efforts or to execute a contract with your firm.

**B. Interpretation and Questions:** All questions relating to this RFP document must be in writing and hand-delivered or delivered electronically through email or fax to the Town Engineer (Jennifer Hasting (843) 341-4779 [phone], (843) 842-8587 [fax], jenniferh@hiltonheadislandsc.gov [e-mail]) **no later than ten (10) calendar days prior to the opening date of this RFP document.** Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Town. Any oral communications will not be authoritative and will not be binding on the Town. **It remains the sole responsibility of the firm to contact the Town prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each proposal.**

**C. Preparation and Format:** Proposals should be prepared in a clear and concise manner to meet the requirements of the RFP. Emphasis should concentrate on conformance to the RFP instructions, responsiveness to the requirements, as well as completeness and clarity of content.

**D. Page Limitation:** Proposal packages shall be limited to not more than 40 PAGES, printed on a single side of paper, with a font no less than twelve (12) point. Pages that measure 11" x 17" will count as two (2) pages. **Note: Required attachments will not be counted in the 40 page limitation.**

**E. Completeness:** Proposals shall contain the information as required in this solicitation. Failure to submit all information as requested may result in a lowered evaluation score of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the Town as not responsive. The following list details the appropriate proposal format:

1. Section dividers with tabs labeled. Tab "A" through Tab "G", to identify each required criteria section as specified in Section 4;
2. All attachments shall be placed under the appropriate tab for that sub-section.
3. Certificates of Insurance and licenses.

**F. Execution:** Proposals must be signed by an authorized representative or contracting agent of the firm.

**G. Proposal Reproduction:** Please submit **six (6) copies of the proposal package**, one (1) unbound original and five (5) bound copies. Proposals shall be submitted in a sealed, opaque envelope or packaging material, plainly marked on the outside with the RFP number, date, time of opening, and company name. The submittal should also include a single reproducible diskette, CD-ROM or memory stick containing the entire submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

**H. Proposal Delivery:** Proposals must be received and date stamped by in the Town of Hilton Head Island Division at the specified date and time. Proposals received after the stated date and time will not be accepted and will be returned unopened. **No exceptions will be made.** Proposals shall be mailed by traceable means or hand-delivered to the Town no later than **2:00 pm on November 24, 2008** at the following address:

**“DEBRIS MONITORING AND INSPECTION SERVICES RFP 2008-26”**

Town of Hilton Head Island  
Department of Public Projects and Facilities  
Engineering Division  
Attn: Jennifer Hasting, P.E., Assistant Town Engineer  
One Town Center Court  
Hilton Head Island, South Carolina 29928

All submittals will be reviewed and evaluated by a selection committee of the Town. If warranted, additional information may be requested by the Town.

**I. Improper Identification and Timeliness:** The Town is not responsible for the failure of a firm or the firm's agent or delivery service to submit responses in a timely manner or for a proposal that is not properly addressed or identified. Proposal delivery by electronic means, such as facsimile or e-mail is not allowed.

**J. Public Opening of Proposals:** Proposals will be announced publicly at Town Hall on the above appointed date and time or as soon thereafter. Only the names of the respondents will be announced.

**K. Withdrawal of Proposals:** Proposals may not be withdrawn for a period of **one hundred eighty days (180)** days after the public opening date.

### Section 3 RFP SCHEDULE

Task	Date
RFP Released to General Public	October 26, 2008
Cut-off for Questions by Respondents	November 10, 2008
Proposal Opening	November 24, 2008
Presentations, if required	December 2,3, 2008
Evaluation and Selection	December 5, 2008
Contract Award	TBD

### Section 4 PROPOSAL FORMAT and EVALUATION CRITERIA

Overview: In order to provide an equitable basis for firms to develop their proposals and to allow for an equally balanced methodology for the Town to measure the proposals, the Town has developed a model incident scenario. Firms should base their response on a simulated category three wet hurricane strike. Debris estimates are provided in attachment "A". Assume there are two main debris management sites located on Island (one at Honey Horn Plantation (63 acres located on the north end of island) and Chaplin Park (61 acres located mid-island). Firms should use this information as the basis for developing their work plan, number and type of personnel, equipment, and set their fee structure and associated costs accordingly.

#### A. QUALIFICATIONS OF FIRM [Project Team and Sub-Consultants] – Tab "A" (25 Points).

- 1. Letter of Transmittal:** Provide a letter of transmittal, no longer than two (2) pages, signed by an authorized representative of the firm, including a brief description of your firm's location, organization structure, and philosophy. (This section is *not* included in the overall proposal 40-page count.)
- 2. Individuals and Qualifications:** Identify and include qualifications of specific individuals to be assigned to the project team. Provide an organization chart of the project team, with name, role, and office location. Provide a professional resume for key team members (include names, relevant experience, roles on past projects, education, contact information, office location).
- 3. Sub-Contractors:** List any sub-contractors that may be used on the team.
- 4. Reserves:** Provide a description of available backup or reserve personnel, equipment resources and the location of their normal base of operation.

- 5. **Workload Projections:** Provide a chart or schedule for the next 12 months showing the known or anticipated workload projections and availability for all project team members.
- 6. **Litigation:** Please list any past and/or pending litigation or disputes relating to the work described herein that your firm has been involved in within the last five (5) years. The list shall include each project name, the nature of the litigation, and resolution.
- 7. **Financial Information:** Provide an official letter from the firm’s financial institution detailing the financial status of the firm. The letter shall include a contact name, address, phone number, and fax number. The failure to produce financial requirements may be grounds for dismissal of your offer. This is a non-negotiable item.
- 8. **Insurance Certificates:** Provide copy of Certificates of Insurance. Note: Policies other than Workers’ Compensation shall be issued only by companies authorized to conduct business in the State of South Carolina, with active certificates of authority issued by the State of South Carolina, Department of Insurance.
- 9. **Conflict of Interest:** The firm must provide disclosure of any potential conflict of interest due to any other clients, contracts, or property interests for this project only. Include a notarized statement certifying that no member of your firm’s ownership, management, or staff has a vested interest in any aspect of this solicitation or any department within the Town of Hilton Head Island Government.

**B. FEE SCHEDULE – Tab “B” (25 Points).**

The Fee Schedule portion of the proposal shall be completed and included in Tab B. The ability of the successful firm to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of proposals. All personnel involved in the project shall work at an established hourly rate, please provide these in the table below. Sub-consultant’s fees shall not be marked up for this contract. Provide estimated rates for required project reimbursable expenses. The Town will reimburse the cost of materials only. Travel, lodging, rental charges, and mileage estimates should state the base rate for each item.

<b>HOURLY RATES</b>		
<b>Position</b>	<b>Name(s) for key roles*</b>	<b>Hourly Rate</b>
Project Manager*		
Deputy/Assoc. Proj. Mgr*		
Senior Operations Coordinator*		
Field Coordinator		
DMS – Site Manager*		
Grants Manager*		
FEMA Coordinator*		
Training Supervisor		
GIS Analyst*		
Data Entry		
Administrative Support		
Environmental Testing		
Field Monitors		
Tower Monitors		
<b>Other Potentially Necessary Positions</b>		

<b>Sub-Consultants / Sub-Contractors</b>		

<b>REIMBURSABLE EXPENSES</b>	
<b>Expense</b>	<b>Estimated Rate</b>
Lodging	
Food / Per Diem	
Rental Car	
Gas	
Mileage (Company/Personal owned vehicles)	
Cell Phones	
Gear and Equipment (may include GPS units, digital cameras, software, safety gear, testing equipment, etc.)	

<b>PROPOSED COST ESTIMATE FOR MONITORING A CATEGORY 3 HURRICANE HHI LANDFALL SCENARIO</b>			
Please use the debris estimates from Attachment A, follow the work plan presented in Section C and denote any assumptions that may be necessary to support the estimate			
<b>Task</b>	<b>Personnel (Number)</b>	<b>Hourly Rate</b>	<b>Estimated Fee</b>
Project Management			
Scheduling and Logistics			
Truck Monitoring			
Field Monitoring			
Surveying / GPS			

DMS Site Management			
Data Management			
Training			
Environmental Monitoring			
FEMA Coordination			
Grants Mgmt / Reimbursements			
Other(s)			
REIMBURSABLES			
Lodging			
Food / Per Diem			
Rental Car			
Gas			
Mileage (non-rental vehicles)			
Cell Phones			
Gear and Equipment			
Lodging			
Food / Per Diem			
Total Estimated Fee for Comprehensive Monitoring Services required of a Category 3 event			

### **C. WORK PLAN / PROJECT APPROACH – Tab “C” (20 Points).**

For purposes of this proposal, the work plan / project approach on a category three (3) wet hurricane strike. Items to include in the proposal are as follows:

1. State your firm's technical approach to the project and the interpretation of the scope of services required.
2. Identify tasks to be completed in each phase of the project and provide time frames, costs, and allocation of resources (i.e., man loading by task).
3. Provide a critical path method implementation schedule for all proposed services including any management and planning strategies.
4. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.
5. Define the adequacy of your resources, including personnel, labor, equipment and supply resources, and other tools that may benefit the project.
6. A detailed critical path method schedule shall be included which identifies all major project tasks and durations. The schedule should include permitting and all major tasks from mobilization to reimbursement and be realistic, based on experience with similar types of projects.

### **D. EXPERIENCE ON SIMILAR PROJECTS – Tab “D” (20 Points).**

To demonstrate experience and success in conducting similar work, the firm shall provide a minimum of three (3) references of projects similar in size, scope and climate with appropriate reference information, concentrating only on those projects completed by the firm, as follows:

1. Client name, address, phone, fax number and email address (confirm that the contact listed still works for the client);
2. Description of all services provided;
3. Performance period;
4. Total annual amount of contract; and,
5. Describe any significant or unique awards, acclaim, or accomplishments stemming from your work on previous, similar projects.

### **E. FIRM LOCATION – Tab “E” (5 Points).**

The locations of project operations, including field personnel, home office support, remote accessing of data, and sub-consultants is important for proper management and oversight of the project. State where key team members will be located during the project and the location of your firm's base of operations.

### **F. COMPLIANCE WITH RFP FORMAT – Tab “F” (5 Points).**

The ability of the firm to complete, in the required format, all items requested in the RFP document shall be favorably considered in the evaluation of proposals. All attachments required by the RFP shall be fully executed by the firm. Failure to do so will diminish your score.

### **G. ADDITIONAL INFORMATION – Tab “G” (No Assigned Points).**

Firms may include a section for appendices which may include additional information and promotional material or supporting documentation not otherwise requested herein. Please clearly designate this section in your response. This will be for informational purposes only.

<b>EVALUATION CRITERIA</b>	
<b>Category</b>	<b>Points</b>
A. Qualifications of Firm / Project Team / Sub-Consultants	<b>25</b>
B. Fee Schedule (Attachment)	<b>25</b>
C. Work Plan and Project Approach	<b>20</b>
D. Experience on Similar Projects	<b>20</b>
E. Team Location	<b>5</b>
F. Technical Compliance with RFP Requirements	<b>5</b>
<b>Total Points</b>	<b>100</b>

**Section 5 EVALUATION PROCESS**

A. Evaluation and Recommendation Committee: The Evaluation and Recommendation Committee (ERC) is comprised of Town staff. Final composition of the ERC shall be at the Town’s sole discretion.

B. Initial Evaluation of Responses: The ERC shall perform the initial review of all proposals submitted for initial qualifications certification. This process includes, but not limited to, verification through the professional regulatory agency to ensure proper professional licensing, that the firm is minimally qualified based upon its capabilities, adequacy of personnel, past record of performance, and experience.

C. Presentations or Interviews: The Town will notify all firms of the decision to interview, if required. The ERC may hear presentations and/or conduct interviews with selected firms regarding the qualifications, ability to furnish the required services, and all criteria set forth herein.

D. Rejection of Responses: The Town reserves the right to reject any or all responses, or any part of the responses, or withdraw the solicitation with or without cause when such actions are in the best interest of the Town.

E. Reservations: The Town reserves and holds at its discretion the following rights and options:

- 1) To reject any and all proposals.
- 2) To issue subsequent requests for proposals.
- 3) Not to select a candidate from those submitting proposals.
- 4) Not to negotiate a contract for the work.
- 5) To cancel the contract, in whole or in part, by written notice, without cause and at their sole discretion. Payment for services accurately performed prior to cancellation will be paid to the Consultant.
- 6) To re-designate another public body, agency, group, or authority to act in its behalf for contract negotiations.
- 7) To include any and all parts of the consultant’s proposal in the work contract, excepting only those that are beyond the consultant’s control as agreed upon during contract negotiations.

The Town is not liable for any cost incurred by the consultant in responding to this RFP.

The Town reserves the right to extend or amend the schedule due dates as specified in the RFP. Any changes made to the RFP will be brought to the attention of those who have been sent an RFP.

F. Selection: The selection committee’s rankings shall be forwarded as a recommendation to the Town Manager for review and consideration. The Town Manager shall be solely

responsible for selecting the firm.

G. Proposal Results. The recommendation of proposal selections will be posted on the Town's web site at <http://www.hiltonheadislandsc.gov>. Interested firms may also call the Town Procurement Officer for results.

H. Protests: Any party having submitting a proposal and having grounds for protest of the RFP contract award may do so by filing a formal protest in writing to the Procurement Officer within three (3) business days, excluding holidays and weekends, after the contract award is made. Filing such a protest shall stay all further contract proceedings until all protest measures have been exhausted. The decision of the Town is final.

I. Award of Contract:

1. The Town Manager, or designee, shall review the fees and rates of compensation for reasonableness prior to a recommendation of contract or agreement. The Town Legal Division will review all contract documents. Other experts may be consulted to assist in this process.

2. The selected firm will be given written notification of being selected by the Town. This work may be awarded in whole or in part at the sole discretion of the Town. The Town will negotiate and execute a contract with the selected firms prior to beginning actual services. Should contract negotiations fail, the Town will negotiate with one of the other highly ranked firms. The contract will comply with applicable laws and standard provisions and in general contain the following terms:

- Detailed scope of services;
- Schedule for providing services;
- Fee schedule itemized by tasks

The Town and consultant may mutually agree to amend the contract to include additional consulting services, which are required by unforeseen circumstances or in order complete the project. The Town and consultant may mutually agree to contract for additional services associated with future needs both planned and unforeseen at this time. The selected firms will not have exclusive rights to provide services for the project.

The expressly reserves the right to cancel the contract, in whole or in part, by written notice, without cause and at its sole discretion, in which event; payment to the firm will be made for services accurately performed prior to cancellation. It is anticipated that the contract will be in effect from the date of Notice to Proceed for a one (1) year period and can be mutually renewed at the same terms and conditions for four (4) additional one-year (1) periods.

## **Section 6 GENERAL TERMS AND CONDITIONS**

A. Fund Availability: Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The Town abides by the provisions set forth in South Carolina Statutes relative to the appropriation of funds.

B. Payment: Payments will be made in accordance with Treasury regulations at 31 CFR Part 205.

C. Occupational License: The Town requires that a Town of Hilton Head Island Business License be held by all its contractors. Please contact the Business License Office directly for information concerning this requirement at (843) 341-4613.

D. Permits, Licenses, or Fees: Any permits, licenses, or fees required will be the responsibility of the firm. The Town will not entertain separate payment for these items.

E. Taxes: The Town does not pay Federal excise or State sales taxes. Please refrain from including taxes in any billing resulting from a contract issued under this RFP document.

F. Contracting Parameters: Upon receipt and ranking of all proposals, the Evaluation and Recommendation Committee (ERC) shall provide to the Town Manager its rankings and a recommended top-ranked firm. Approval of the top-ranked firm by the Town Manager will constitute an authorization to negotiate with the top ranked firm. The proposal package, signed by the successful firm, along with documentation included in the proposal as required by this RFP document and other additional materials submitted by the firm and accepted by the Town, shall be the basis for negotiation of a contract addressing the requirements of this RFP document. A purchase order and/or other award document will be issued by the Town upon completion of all negotiations and approval of the contract.

G. Governing Laws and Venue: Any contractual arrangement between the Town and the firm shall be consistent with, and be governed by, the ordinances of the Town of Hilton Head Island, Beaufort County and, the laws of the State of South Carolina, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Beaufort, South Carolina.

H. Conflict of Interest: All firms must disclose, with their proposal, the name of any corporate

STATE OF SOUTH CAROLINA )

AGREEMENT

COUNTY OF BEAUFORT )

C22-2009

**THIS AGREEMENT** is made this day of <sup>25</sup> March 2009 between **Beck Disaster Recovery, Inc.** (hereinafter called "The Contractor") and the Town of Hilton Head Island (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

**WHEREAS**, the Town has a requirement for an on call Debris Monitoring and Inspection Services and desires to enter into an Agreement with Beck Disaster Recovery, Inc. to provide professional consulting services in accordance with the Town's Request for Proposal No. 2008-26 for Debris Monitoring and Inspection Services;

**WHEREAS**, the Town and the Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below:

**NOW, THEREFORE**, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

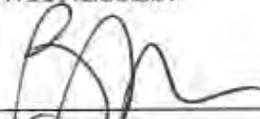
The Contractor shall perform those duties reflected in the attached scope of work (Exhibit A) when directed in writing by the Town by the issuance of a notice to proceed that designates the services and the level of services required for the specific incident. The cost of these services will be billed at the hourly rates contained in Exhibit B.

1. The Contractor shall bill the Town on a monthly basis for services rendered. The invoices should be sent to Town of Hilton Head Island, One Town Center Court, Hilton Head Island, SC 29928. The invoice shall be paid within (30) days upon receipt of the invoice.
2. The term of this Agreement shall be from the date of execution for an initial one year period, with the option to renew for four additional one year periods.
3. The Contractor is required to maintain appropriate levels of insurance for both workers compensation coverage and for auto liability. The Contractor must provide the Town with a Certificate of Workers Compensation coverage that names the Town as an additional insured. The Contractor is required to maintain general liability insurance an amount no less than \$1,000,000.00 and to have the Town named as an additional insured party. The Contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
4. The Town Manager may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience, the Town will pay the contractor for costs incurred to that date of termination.
5. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, such a determination shall not render void, invalid, or unenforceable any other part of this Agreement.

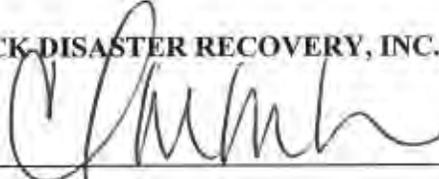
6. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
7. This Agreement may not be modified unless such modification is in writing and signed by both parties.
8. The Contractor may not assign this contract without the prior written approval of the Town.
9. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
10. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the Town and the Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and employees of the Contractor and the methods utilized by the Contractor in fulfilling its obligations hereunder shall lie solely and exclusively with the Contractor and its agents and employees shall not be considered agents or employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures hereto the date first written hereinabove.

**WITNESSES:**

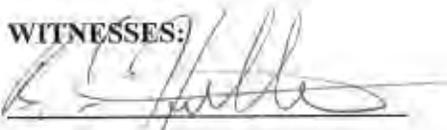
  
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 Sandra Jan

**BECK-DISASTER RECOVERY, INC.**

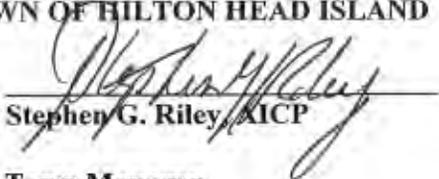
By:   
 \_\_\_\_\_

Its: President

**WITNESSES:**

  
 \_\_\_\_\_  
 Susan Blake

**TOWN OF HILTON HEAD ISLAND**

By:   
 \_\_\_\_\_  
 Stephen G. Riley AICP

Its: **Town Manager**

## **Exhibit A Contents**

- i) Town of Hilton Head Island RFP 2008-26 – Debris Monitoring and Inspection Services**
- ii) RFP Attachments:  
Hurricane Debris Calculations  
Conceptual Debris Management Site (Honey Horn, Chaplin Park)**
- iii) Contractor Proposal**

**Exhibit A**

- i) Town of Hilton Head Island RFP 2008-26  
Debris Monitoring and Inspection Services**

**TOWN OF HILTON HEAD ISLAND**  
**REQUEST FOR PROPOSALS**  
**RFP 2008-26**  
**DEBRIS MONITORING AND INSPECTION SERVICES**

**BACKGROUND**

Hilton Head Island is a barrier island located in Beaufort County, South Carolina with a land area of 54 square miles. The island is primarily accessed via US 278 from I-95. The island has a regional airport which is operated by Beaufort County. The island's year-round population is approximately 36,000, although there are many secondary residences, time shares and hotels. Much of the island is contained in Planned Unit Developments, or gated communities. The Town has a strong Land Management Ordinance which regulates land development and tree removal. The Town is managed by a Mayor-Manager type of government.

**INTENT**

It is the intent of this solicitation to engage a qualified firm to perform monitoring and oversight services of the Town's debris recovery/collection contractor in the event of a debris generating-event. It is anticipated that the contract will be in effect for a one (1) year period and can be mutually renewed at the same terms and conditions for four (4) additional one-year (1) periods. The Town of Hilton Head Island does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

**Section 1 SCOPE OF SERVICES / TECHNICAL REQUIREMENTS**

The Town requires these services to support the monitoring and management of the debris recovery effort and associated contractor(s). The selected firm (Contractor) should be capable of providing a large range of related services including, but not limited to, debris estimating, providing input for collection and reduction strategies, field monitoring, site monitoring, track capacity certifications, daily debris collection reporting, Geographical Information System (GIS) mapping, and other services as needed and requested by the Town.

Additional services may include, but are not limited to, facilitating communication with the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), State of South Carolina, and other state and federal agencies; pre-event planning, post event review; data compilation and management, reimbursement services; and coordination with state insurance representatives.

**1. Disaster Debris Management/Monitoring Services:** The selected firm will be expected to provide disaster debris monitoring services to include: debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other public, eligible, or designated areas. Monitoring shall be done in compliance with federal, state, and local guidelines. Specific services to be included:

- a. Monitor specific field debris collection activities to include debris collection contractors are in assigned areas, contractors are collecting eligible debris, identifying and correcting ineligible debris operations, and assisting the Town in ensuring contractors are performing tasked operations within their scope of services.
- b. Manage and operate Debris Management Sites (DMS). The firm will collect environmental baseline data, per local, state, and federal requirements, from the designated emergency debris management sites prior to opening of these sites.
- c. Coordinating daily briefings, work progress, staffing, and other key items with the Town.
- d. Scheduling work for all team members and contractors on a daily basis.
- e. Providing the scheduling, dispatching, and logistical operations of the field monitors/inspectors assigned to all work areas of debris clean-up. Work areas of debris clean-up may include debris management sites, debris collection sites on public property, debris collection on private property, and residential disposal sites.

This work will include:

- i. Acquiring, hiring, training, deploying, and supervising properly equipped monitors/inspectors.
  - ii. Establishing the schedule for the monitors.
  - iii. Prioritizing recovery workload daily.
  - iv. Responding to problems in the field, including residential or commercial property damage claims during the process of debris removal. Contractor(s) shall establish a web site and/or telephone claim reporting system with a local or toll-free number, and provide staff for the professional management of receiving telephone complaints or damage claims. The Contractor(s) shall investigate the complete documentation of claims.
- f. Monitor recovery/debris contractor operations and making/implementing recommendations to improve efficiency and speed recovery.
  - g. Accurately measure and certify the capacities of all debris contractor trucks that are added into service and recertify on a regular basis. Certify trucks prior to allowing trucks to operate, and within FEMA-eligibility guidelines.
  - h. Ensure safety practices are in compliance with local, state, and federal guidelines and make reports if contractor personnel safety standards are not followed.
  - i. Keep records of contract hauler's trucks, to include cubic yardage, time in and time out, number of loads per day, etc., using the Contractor's load tickets. The Contractor(s) will ensure their load tickets capture the minimum data according to FEMA 325, Public Assistance Debris Management Guide. The Contractor will properly and accurately complete and physically control load tickets. Entering load tickets into a database or spreadsheet application that is available to the Town.
  - j. Ensure debris hauler's trucks are accurately credited for their loads.
  - k. Ensure debris hauler's trucks are not artificially loaded.
  - l. Validate and document hazardous trees, including hangers, leaners, and stumps.
  - m. Ensure that hazardous wastes are not mixed in debris loads.
  - n. Ensure that all debris is removed from trucks at the DMS.
  - o. Report if improper equipment is mobilized and used.
  - p. Ensure that only debris specified in the contract is collected.
  - q. Monitor private property debris removal and/or demolition activities, if assigned.
  - r. Monitor site development and restoration of the all DMS used for the operation.

- s. Report if debris removal work does not comply with all local ordinances, and state and federal regulations.
- t. Coordinate the logistics/permitting required for routing when major transportation routes are impassable.
- u. Develop daily operational reports on work progress. As a minimum, the reports should include:
  - i. Debris collected from curbside and/or collections centers.
  - ii. Debris accepted at the DMS and/or final disposition.
  - iii. Debris recycled/reduced at the DMS and taken to final disposition.
  - iv. Report if completion schedules are not on target.
  - v. Any other operational or safety issues.
- v. Develop maps, GIS applications and work zones as necessary. Debris collection maps shall be developed and managed in GIS.
- w. Comprehensive review, reconciliation and validation of debris removal contractor(s) invoices prior to submission to the Town for processing.
- x. Provide insurance evaluation, documentation adjusting, and settlement service.
- y. Final report and appeal preparation and assistance in any appeal process.
- z. Employ or maintain on the work site(s) a qualified accessible supervisor(s), as directed. At least one (1) accessible and designated supervisor in the area of operation, and the liaison officer, shall have full authority to act on behalf of the Contractor(s) and its subcontractors, and all communications given to the supervisor or liaison officer in writing by the Town's authorized representative shall be as binding as if given to the Contractor(s). Key personnel (project manager, supervisors, etc.) once assigned to the Town shall remain in the service of the Town until the project is complete as deemed by the Town.

**2. Pre-event Planning and Training:** The firm will assist Town staff in conducting an annual preparation and coordination exercise and refresher training to determine the adequacy of the debris removal plan and debris management process one month prior to the beginning of hurricane season. Specific training information shall include (but not be limited to):

- a. Guidance to the Town staff on the logistics, schedule, and other duties that will be performed during the debris management process if an emergency occurs during the following year. The plan is to include pre-event contracts and mutual aid contracts / memorandums of understanding templates.
- b. Review and recommended updates to the Town's Debris Management Plan, including any organizational changes within the Town or any changes to FEMA guidelines or regulations that may affect the Town's reimbursement potential.
- c. Develop an updated debris management contact list including key personnel and contact information for individuals within local, state, and federal agencies. The contact list will also include the debris hauling contractor contact information.

### **3. Firm's Qualifications**

- a. The firm must be primarily engaged in providing the services as outlined in this Request for Proposal.
- b. The firm must have a demonstrated comprehensive understanding in areas listed in this proposal. Understanding and previous experience are essential criteria in the qualifying process.
- c. The firm's personnel and management to be utilized in this service requirement shall be knowledgeable in their areas of expertise. The Town reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract.

### 3. Required Submittals

- a. Firm's Credentials: The firm shall include a description of the firm's business history and number of years in operation. The firm shall include number employees, when firm was established, principals of firm, and any other related information.
- b. Expertise of Designated Staff: Describe the qualifications and experience of personnel that will provide these services, including demonstrated knowledge and understanding of the type of services to be performed; previous experience in similar or related work; and understanding of the local codes, laws, and regulations governing the work.
- c. Past Performance: The firm shall provide any information that documents successful and reliable experience in past performance, especially those performances related to the requirements of this RFP. Related experience shall be restricted to those assignments undertaken within the last five (5) years.
- d. The firm must be covered by worker's compensation complying with all statutory requirements for the State of South Carolina.
- e. The firm must be covered by a comprehensive general liability insurance policy of no less than one million dollars (\$1,000,000) combined single limit bodily injury or property damage. The Town must be named as an additional insured party.
- f. The firm is required to possess a current Town of Hilton Head Island Business License. Each prime contractor shall promptly submit a list of subcontractors furnishing labor or materials for the project to the Town's Business License Division.

### 4. Managerial Capabilities:

- a. Show evidence of the firm's ability to manage tasks simultaneously and expeditiously; approach to problem/task resolution; and teamwork.
- b. References: The firm shall include a list of a minimum of four (4) references, for similar projects undertaken within the last five (5) years, who can attest to the firm's knowledge, quality of work, timeliness, diligence, and flexibility. Reference information shall include names, contact persons, phone numbers, and an e-mail address for all references. Concentrate only on those projects completed by the firm.
- c. Services to be provided: The firm shall provide a detailed list of all services that the firm is able to provide and explain how these services will be accomplished. Please include a guaranteed response time in this portion of the submittal.
- d. Price Proposal: The firm shall provide a complete price proposal for all services to be provided. Please include all hourly rate charges for any and all personnel, equipment, vehicles that would be associated with the services requested in this RFP.
- e. Current Contracts: Firms shall list all city, county, or state disaster service related contracts in which they are currently obligated to fulfill during the initial term of this agreement.

## Section 2 INSTRUCTIONS FOR THE PREPARATION AND DELIVERY OF THE PROPOSAL

**A. Requesting the Solicitation Document:** To receive RFP documents, please download documents directly from the Town's web site located at <http://www.hiltonheadislandsc.gov>, or contact Jennifer Hasting of the Town's Engineering Division, at (843) 341-4779; **Important!** The desire of the Town to pursue proposals shall in no way obligate the Town to compensate you for your efforts or to execute a contract with your firm.

## **Exhibit A**

- ii) RFP Attachments  
Hurricane Debris Calculations  
Conceptual Debris Management Sites  
(Honey Horn, Chaplin Park)**

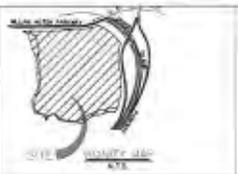
HILTON HEAD ISLAND - DEBRIS MONITORING RFP 2008

ATTACHMENT A

Hurricane Debris Calculations - by THHI (November, 2006), to be used for estimating purpose only

Q= HCVBS

Area	Acreage Needed to handle (turn over once) 100 acres/ 1 million cy	Total Burnable Debris cy	Days to Burn at 200cy/ hour	Clean Woody Debris (30% of Total)	Construction and Demolition 70% of Total				Q Total Debris (CY)	H Houses (Units from Town GIS)	C Storm Category Factor	V Vegetation Characteristic	B Comm Factor	S Precip Factor
					Direct Landfill (26.6% of Total)	Burnable C & D (29.4% of Total)	Soil (3.5% of Total)	Metals (10.5 % of Total)						
<b>Category III</b>														
Hilton Head Plantation	20.41	121,246.2	25.26	61,235	54,295	60,011	7,144	21,432	204,118	4,026	26	1.5	1	1.3
Palmetto Hall	1.64	9,757.5	2.03	4,928	4,370	4,829	575	1,725	16,427	324	26	1.5	1	1.3
Port Royal Plantation	9.13	54,208.4	11.29	27,378	24,275	26,830	3,194	9,582	91,260	1,800	26	1.5	1	1.3
Indigo Run	7.81	46,378.3	9.66	23,423	20,769	22,955	2,733	8,198	78,078	1,540	26	1.5	1	1.3
Spanish Wells	0.80	4,728.2	0.99	2,388	2,117	2,340	279	836	7,960	157	26	1.5	1	1.3
Palmetto Dunes	17.36	103,146.6	21.49	52,094	46,190	51,052	6,078	18,233	173,648	3,425	26	1.5	1	1.3
Long Cove	1.97	11,715.0	2.44	5,917	5,246	5,798	690	2,071	19,722	389	26	1.5	1	1.3
Wexford	1.61	9,546.7	1.99	4,822	4,275	4,725	563	1,688	16,072	317	26	1.5	1	1.3
Shipyard	10.06	59,749.7	12.45	30,177	26,757	29,573	3,521	10,562	100,589	1,984	26	1.5	1	1.3
Sea Pines	28.24	167,745.0	34.95	84,720	75,118	83,025	9,884	29,652	282,399	5,570	26	1.5	1	1.3
Ward One	21.51	127,751.2	26.61	64,521	57,208	63,230	7,527	22,582	215,069	3,535	26	1.5	1.2	1.3
Other Plantations - not Ward One	55.58	330,129.4	68.78	166,732	147,836	163,397	19,452	58,356	555,773	9,135	26	1.5	1.2	1.3
<b>Total</b>	<b>176.11</b>	<b>1,046,102.4</b>	<b>217.94</b>	<b>528,335</b>	<b>468,457</b>	<b>517,768</b>	<b>61,639</b>	<b>184,917</b>	<b>1,761,115</b>	<b>32,202</b>				



**AREA TABLE**

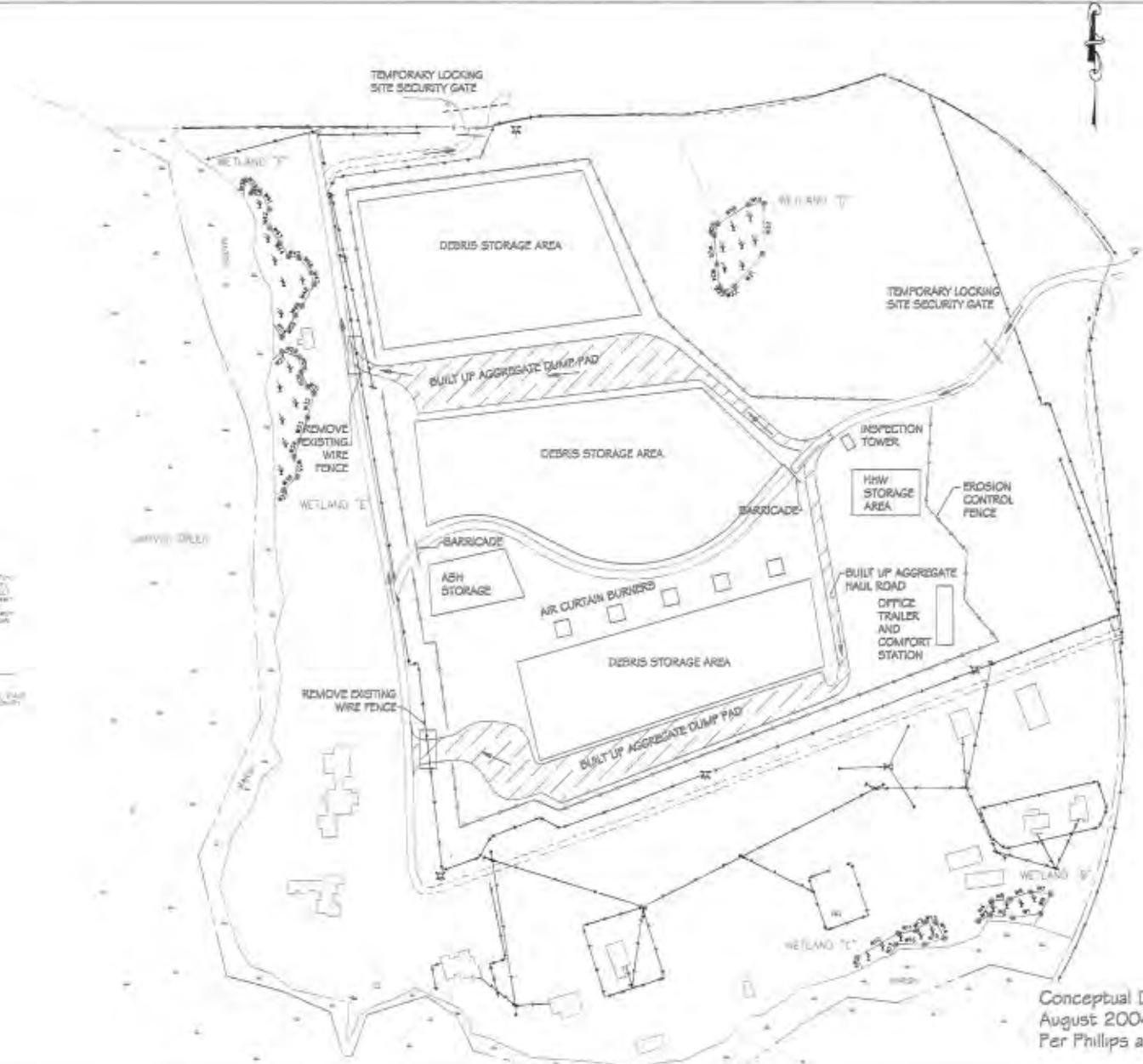
WETLAND "E"	= 0.097 Ac.
WETLAND "C"	= 0.115 Ac.
WETLAND "D"	= 5.267 Ac.
WETLAND "E"	= 0.548 Ac.
WETLAND "F"	= 0.391 Ac.
MARSH AREA	= 4.278 Ac.
UPLAND AREA	= 63.16 Ac.
<b>TOTAL</b>	<b>= 85.62 Ac.</b>

**NOTES:**

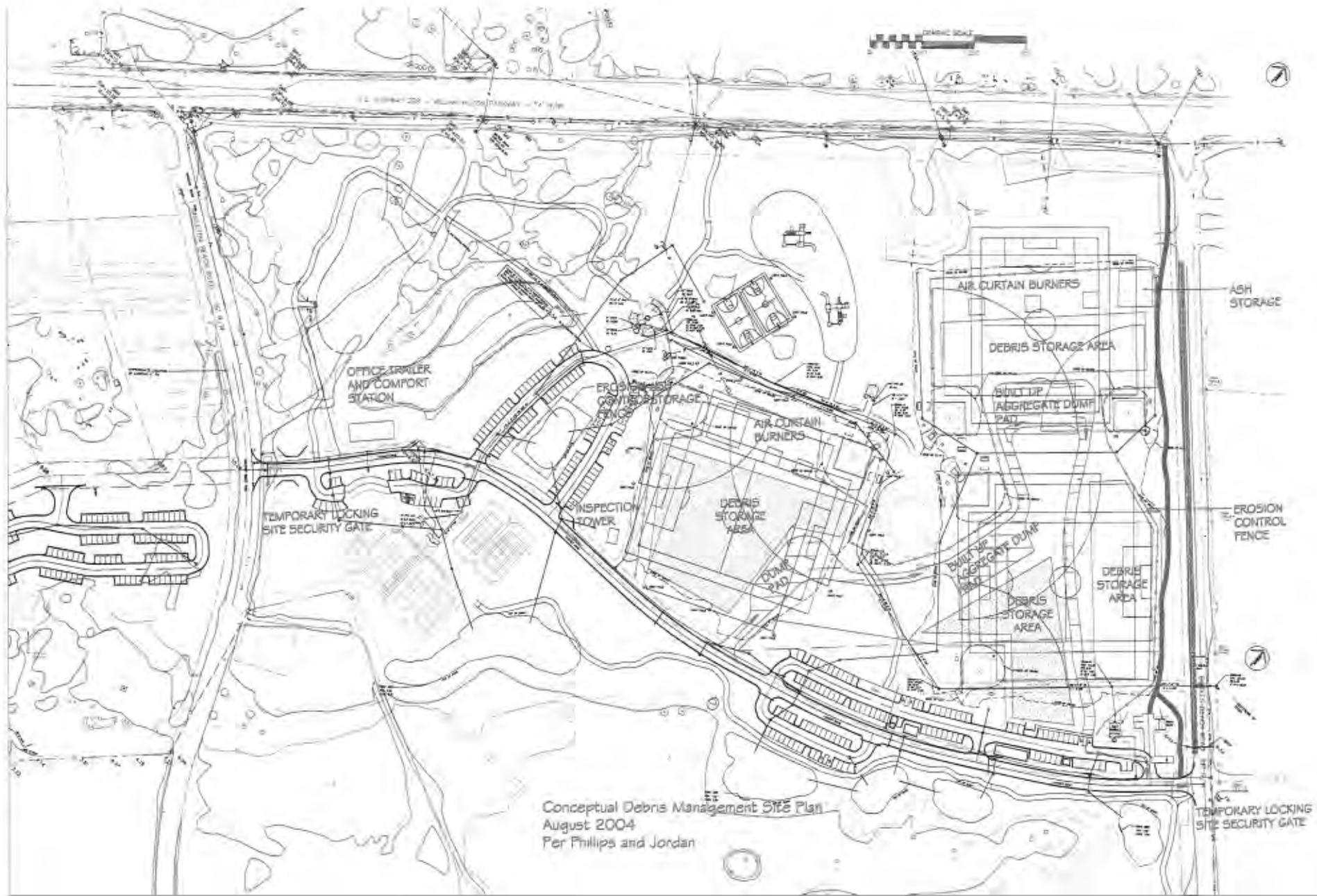
1. THE AREA SHOWN ON THIS PLAN IS A GENERAL REPRESENTATION OF THE PROPOSED DEBRIS MANAGEMENT SITE. THE ACTUAL DEBRIS STORAGE AREAS, AIR CURTAIN BURNERS, AND OTHER FACILITIES WILL BE SUBJECT TO DESIGN AND CONSTRUCTION. THE ACTUAL DEBRIS STORAGE AREAS WILL BE SUBJECT TO DESIGN AND CONSTRUCTION AT A LATER DATE AND SHALL BE SUBJECT TO THE ACTUAL DEBRIS MANAGEMENT PLAN.

2. THE ACTUAL DEBRIS STORAGE AREAS WILL BE SUBJECT TO DESIGN AND CONSTRUCTION AT A LATER DATE AND SHALL BE SUBJECT TO THE ACTUAL DEBRIS MANAGEMENT PLAN.

- LEGEND**
- PROPERTY BOUNDARY AND PERMITS
  - EXISTING WIRE FENCE
  - PROPOSED WIRE FENCE
  - PROPOSED BARRICADE
  - PROPOSED AIR CURTAIN BURNERS
  - PROPOSED DEBRIS STORAGE AREAS
  - PROPOSED AGGREGATE DUMP PADS
  - PROPOSED HAIL ROAD
  - PROPOSED OFFICE TRAILER AND COMFORT STATION
  - PROPOSED INSPECTION TOWER
  - PROPOSED HWY STORAGE AREA
  - PROPOSED EROSION CONTROL FENCE
  - PROPOSED WETLANDS
  - PROPOSED MARSH AREA
  - PROPOSED UPLAND AREA



Conceptual Debris Management Site Plan  
 August 2004  
 Per Phillips and Jordan



Conceptual Debris Management Site Plan  
 August 2004  
 Per Phillips and Jordan

**Exhibit A**

**iii) Contractor Proposal**

## Section B - Fee Schedule [1]

**RFP No. 2008-26: Debris Monitoring and Inspection Services  
Town of Hilton Head Island, SC  
Estimated Fee Based on Category 3 Hurricane**

<u>Task</u>	<b>Number of Personnel</b>	<b>Hourly Rate</b>	<b>Estimated Fee</b>
Project Management	1.6	[2]	\$ 192,276
Scheduling and Logistics		[2]	
Truck Monitoring [1]		[2]	
Field Monitoring	29.4	[2]	\$ 1,870,596
Surveying / GPS	0.3	[2]	\$ 21,840
DMS Site Management	4.5	[2]	\$ 329,280
Data Management	2.6	[2]	\$ 190,680
Training	0.2	[2]	\$ 23,940
Environmental Monitoring	0.1	[2]	\$ 5,460
FEMA Coordination	0.0	[2]	\$ -
Grants Mgmt / Reimbursements	0.4	[2]	\$ 70,560
Other	0.9	[2]	\$ 40,768
<b>Total Estimated Labor:</b>	<b>39.9</b>		<b>\$ 2,745,400</b>
 <u>Reimbursables</u>			
Lodging			\$ 85,136
Food / Per Diem			\$ 34,054
Rental Car			\$ 63,852
Gas			\$ 14,087
Mileage			\$ 77,314
Cell Phones			\$ -
Gear and equipment			\$ -
<b>Total Estimated Expenses:</b>			<b>\$ 274,442</b>
 <b>Overall Estimated Totals:</b>			 <b>\$ 3,019,842</b>

[1] Truck certification included in field monitoring.

[2] Hourly rates for individual positions are specified in Section B - Fee Schedule [2].





## Project Understanding

Hilton Head Island features 12 miles of beachfront on the Atlantic Ocean, and is a popular vacation destination. Due to its location on the South Carolina coastline, the Town is a prime target for impacts from tropical storms and hurricanes during the summer and fall months.

Recognizing the potentially debilitating impact such a storm could have on the Town and the stress it would put on Town staff, it is the Town's intent to retain the services of a qualified firm to provide a dedicated, consistent management team on the ground to support the Town's recovery efforts.

***BDR understands these needs and within 24 hours of notice to proceed will provide a full management staff that is committed to staying on the project for the duration of the recovery effort.*** This would include an on-site project manager that will serve as a consistent point of contact to the Town, and is eager to incorporate the Town's leadership's input into the daily debris removal operations. BDR has a significant roster of trained and technically proficient staff who have a true stake in seeing the Town get cleaned up quickly, efficiently and without negative economic impact.

BDR offers the Town two unmatched and distinct advantages:

- ▶ Comprehensive debris monitoring, recovery and reimbursement experience
- ▶ State-of-the-art technology to improve accuracy and efficiency

## BDR's Comprehensive Experience Ensures an Effective Approach

### Debris Monitoring, Recovery and Reimbursement Experience

BDR is the nation's leading provider of disaster debris monitoring services and has been deployed in response to every hurricane making landfall in the continental U.S. since 2004. Between the 2004-2005 hurricane seasons, BDR worked on behalf of over 47 cities and counties throughout Florida and the gulf coast in response to 26 declared disaster areas. Our staffing peak of more than 2,300 was reached in November 2005 when the firm simultaneously managed debris removal and recovery projects on behalf of 23 clients throughout Florida, Mississippi and Texas.

BDR is committed to providing the depth of resources and expertise necessary to assist the Town in responding quickly to any debris-generating event that impacts the Town. BDR has developed and fine-tuned a clearly defined approach, including not only field monitoring and managing DMS locations, but also monitoring of debris removal from canals, drainage ditches and navigable waterways, hauler invoice reconciliation, daily reporting of work performed, GIS mapping of work completed, private property clean-up (when approved for reimbursement by FEMA), debris call centers and hotlines and FEMA reimbursement, appeals and audit support. In summary, BDR can provide the Town with end-to-end solutions to its post-disaster management needs.

### Technological Advancements Improve Efficiency

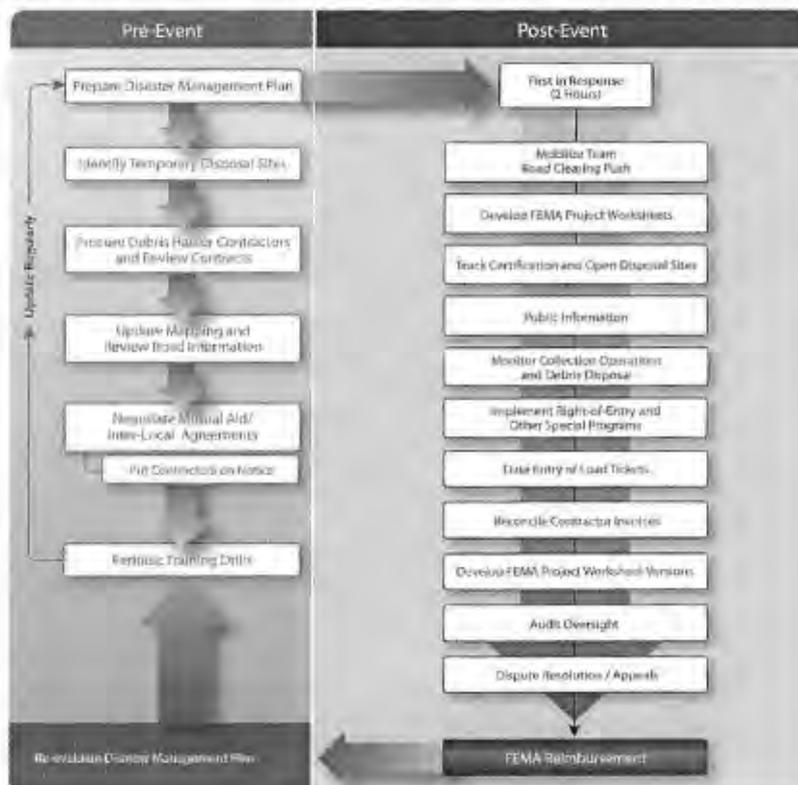
Over the past 18 months alone, BDR has invested nearly \$2 million in improving our data management systems and reporting processes to ensure that accurate and expeditious reports are provided when we are called upon to activate. Part of this investment has included a mobile command center, which includes on-board mapping capabilities, scanners, internet stations and meeting space and generators for up to 2 weeks of power without refueling, automated ticketing technology, GIS tracking tools for roads and canals and hauler invoice reconciliation software. That translates into our ability to speed the processing and approval of the Town's haulers' invoices. Equally important to our improved data management systems, satellite connectivity and remote data transmission units will verify and reconcile load tickets and other data between the Town and the municipalities that utilize Town-owned facilities in a central repository so that proper payment can be billed back to the cities and we can provide up-to-date information on the recovery effort to Town officials.

### Technical Approach

This section describes the general services and approach BDR will utilize to provide the debris management monitoring services requested by the Town. For organizational purposes, this section has been divided into two discrete areas:

- A. *Disaster Debris Monitoring Services*
- B. *Additional Services/Solutions*

A typical project work flow has been included below, identifying the various pre- and post-event activities involved in disaster management preparedness, response and recovery.



## A. Disaster Debris Monitoring Services

BDR provides comprehensive disaster debris monitoring services, which begin days before a known event impacts the Town. BDR will assist the Town in activating contracts, ensuring DMS locations are available, coordinating logistics between partner communities and organizations and other essential requirements. Following this period, BDR will assist the Town with immediate response activities, including damage assessments and time and materials documentation during the 70-hour push period. Finally, BDR can assist the Town during the recovery period to manage debris contractors, document work in accordance with state and federal reimbursement guidelines, develop public information and media materials and perform other essential recovery tasks. The sections that follow outline BDR's approach to providing the disaster debris monitoring services requested by the Town.



### Project Management

BDR's approach to project management involves the development of a robust project team to allow for key staff with project management responsibilities to focus exclusively on the project management function. Specific elements of BDR's project management approach are discussed below.

**Project Management Plan (a.k.a. Debris Management Plan specific to the emergency event):** Upon activation, one of the initial tasks that BDR will perform is the development of a project management plan for the specific disaster occurrence that includes essential documents including: (1) an organizational chart showing the inter-relationships between the Town, BDR and the debris removal contractor staff, (2) a contact list of relevant staff persons from the Town, BDR and the debris removal contractor, (3) a copy of the BDR and debris removal contractor contracts and (4) other key field documents such as a Town map depicting DMS locations, Town roads and FHWA Emergency Relief (FHWA ER) roads, etc.

**Cost Tracking:** BDR recognizes that one of its primary responsibilities is to expeditiously implement a cost accounting system to capture critical data required for reimbursement by state and federal agencies.

**Cost Control:** Given BDR's experience in the debris monitoring business and our understanding of the FEMA Public Assistance (FEMA PA) Program and the FHWA ER Program, we understand the scrutiny that government agencies receive on debris removal efforts. Therefore, BDR will implement cost control protocols in order to ensure that reasonable cost requirements established by funding agencies are met. Examples of procedures used by BDR to control project costs include:

- Communicating with the client on a daily basis relative to their expectations for staff resources and level of service
- Monitoring the ratio of monitors to supervisors on a daily basis (15:1 is our target ratio)
- Attempting to utilize as many local personnel as possible in order to avoid travel and per diem expenses
- Educating collection monitors regarding the various roadway maintenance responsibilities within the Town (Town, FHWA ER or private) to ensure only Town debris is collected

- GIS integration for accurately tracking road maintenance responsibility (Town, FHWA ER or private)
- Close daily coordination with debris haulers on crew resources in order to match monitor needs with available crews (and avoid unnecessary staff from showing up for work with no crews)
- Limiting senior management and administrative time to direct hours spent with project or client personnel
- Utilizing BDR's national contracts for rental cars, cell phones, etc. that provide lower rates than individual plans

**Staff Mobilization:** When the impact of a disaster becomes apparent to the Town, essential BDR staff with key experience in various aspects of debris operations (including 70-hour push, truck certification, mapping/zone development, etc.) will mobilize in the region in order to participate in the "response" phase of the disaster event. Staff included in BDR's field monitor database will be contacted and put on notice of the potential need to mobilize to the Town. During this period, other logistical arrangements, such as lodging for key staff will be booked in order to ensure reasonable housing for the response period.

**Equipment/Supplies Mobilization:** BDR staff will prepare our mobile command center, generators, inventory of load tickets and other essential field equipment (e.g., cameras, global positioning system (GPS) units, etc.) for potential mobilization to the Town. We will also contact key vendors (e.g., construction trailer vendors, temporary sanitary facility vendors, etc.) to expedite equipment that will be required for an extended debris removal assignment.

**Disabled Telecommunications Towers:** A significant disaster can cause the local telecommunications towers to become disabled. This would cause limited communications between the Town and BDR employees. BDR's mobile command center is equipped with satellite connectivity that can act as a temporary solution, should this happen.

**Town Staff Training:** Town staff selected by the Town's Debris Manager will receive essential debris management, monitoring and collection training from BDR. The training of Town staff will expedite debris cleanup operations by ensuring a unified effort from the Town, BDR, debris collection contractors and federal, state and local agencies.

**Daily Meetings:** BDR will facilitate daily meetings between the Town, BDR and the debris removal contractor project management staff (typically around 4 to 5 p.m. in the afternoon) to discuss daily results, problems that require resolution, coordination issues, potential operational improvements, etc. BDR staff members in attendance will include the project manager (or their designee), the operations manager for each contractor and other appropriate BDR staff as necessary. BDR has found that daily meetings are essential for the first few weeks of a debris removal operation, after which frequency is typically reduced, as appropriate.

**Work Scheduling:** BDR will work with the Town's designated Debris Manager to schedule work for each day. BDR will assist the Town in identifying and addressing critical damage areas and "hot spots" that require immediate attention.

**Reports and Website Management:** Information is one of the most critical elements of a debris removal operation. BDR's daily reporting system will provide the Town with daily and cumulative statistics, including: (1) the number of collection vehicles operating, (2) the total loads and cubic yards collected per DMS, by debris type (3) the total loads and cubic yards collected per contractor, by debris type, (4) the average truck size per contractor and (5) the number of participants at public drop-off sites, etc. BDR is also prepared to comply with the Town's requirements for weekly reports, a final summary report and other reports and documentation as requested.

BDR can assist the Town in developing and managing a website on the debris removal process. The website would likely include: (1) instructions on proper debris set-out procedures, (2) maps (updated daily) showing the progress of debris removal operations and general timeframes when debris collection contractors can be expected in a general area and (3) daily and cumulative debris collection statistics (loads and cubic yards removed).

**Debris Hotline Call Center Operations:** Following a disaster, citizens will look to the Town for direction regarding the debris removal process and project progress. BDR is prepared to assist the Town in establishing and staffing (including supplying equipment, phone lines, etc.) a debris hotline to respond to public complaints and concerns. BDR operated Escambia County's debris hotline, as a FEMA reimbursable expense, following Hurricanes Ivan and Dennis for approximately a 12-month period.



*Escambia County's Call Center*

**Contractor Damages:** Damages resulting from contractor debris removal efforts are inevitable in a debris removal effort. BDR has developed a database application to track and help the Town manage contractor damages.

**GIS Application:** BDR's IT and data management infrastructure is equipped to provide GIS reporting and progress posting to mapping software. In order to accomplish this, BDR will work with Town staff to gather the necessary layer data required to build and populate GIS reporting tools. Summary characteristics of the GIS mapping include:

- Mouse-over ticket data
- Reverse geo-coding to resolve street address
- Color coding for various scope items
- Street level detail and zooming
- Map and satellite imagery views



**Resource Management:** BDR maintains a staff of resource managers with an exclusive responsibility to assist project managers and other field staff in scheduling, dispatching and logistical operations of field monitors, equipment and other critical field needs. BDR's staff of resource managers will coordinate:

SECTION C

- Acquiring, hiring, training, deploying and supervising field monitors
- Developing daily schedule and assignments for field monitors
- Ensuring truck certification operations use BDR's standard methodology and documentation practices and that each truck is measured prior to use
- Maintaining records of contract debris hauler's trucks and providing data as requested by designated staff
- Providing the necessary truck certification placards for ease of identification and tracking
- Coordinating with Town staff in responding to operational or field issues
- Debris hotline call center staffing and management
- Investigating and documenting residential damage complaints
- Noting on Town maps where debris has been collected
- Ensuring load tickets are entered into a database application and the source documentation is digitized
- Reviewing, reconciling and validating contract debris hauler invoices prior to submission to the Town for payment
- Surveying or conducting damage assessments of areas for specialized debris removal activities such as, but not limited to, hazardous leaning trees, hazardous hanging branches, hazardous stumps, construction and demolition (C&D) debris, household hazardous waste (HHW) or other potentially hazardous situations
- Assisting with project worksheets, detailed damage inspection reports (DDIRs) and other report preparation required by FEMA, FHWA or other agencies for reimbursement of Town staff and debris removal contractor efforts
- Providing daily operational reports to keep the Town informed of work progress
- Any additional operational issues as requested by the Town's Debris Manager

**City of Pensacola | Florida**

**Report 1**

**Table: Various Metrics**

Category	Value
Estimated 2008 Household	1,281,000
House Category	1,281,000
Estimated 2008 Commercial	20
Commercial Category	20
Estimated 2008 Industrial	1,300
Industrial Category	1,300
Estimated 2008 Construction	1,300
Construction Category	1,300
<b>Total Estimated 2008</b>	<b>2,602,300</b>

Category	Value
Household Debris Volume	1,281,000
Commercial Debris Volume	20
Industrial Debris Volume	1,300
Construction Debris Volume	1,300
<b>Total Debris Volume</b>	<b>2,602,300</b>

Category	Value
Household Debris Weight	1,281,000
Commercial Debris Weight	20
Industrial Debris Weight	1,300
Construction Debris Weight	1,300
<b>Total Debris Weight</b>	<b>2,602,300</b>

**Invoicing:** BDR will invoice the Town on a monthly basis.

**Damage Assessment**

BDR possesses unique skills and resources to assist the Town with a damage assessment inventory following a disaster. Our approach to damage assessment begins with the BDR project manager coordinating with the Town's Debris Manager (or other assigned individual) to identify the specific damage assessment services requested (e.g., debris related, structures, utilities, etc.). The BDR project manager will communicate with the BDR resource manager and the appropriate staff with the proper service acumen will mobilize.

**Debris Estimation:** A key element of the damage assessment process is determining the quantities of debris created by the event throughout the Town. In order to adequately plan and mobilize for a disaster debris recovery effort, it is critical to understand the potential quantities of debris that may be generated. BDR has found that rather than relying upon a single approach, a combination of debris estimating methodologies generally produces a more accurate estimate. Debris estimating methodologies that will be used by BDR include:

- *USACE Debris Estimating Model* is widely utilized and takes into account factors such as hurricane category, population base, amount of vegetative cover, etc.
- *Drive-By Parcel Survey* to estimate the average quantity of debris per parcel, then multiplying the debris per parcel figure by the total number of parcels (residential, commercial or both) in the applicable jurisdiction
- *Flyover* to determine if the debris field is isolated in certain areas or widespread across the entire jurisdiction

- Personal estimates by BDR and debris contractors experienced in disaster recovery efforts

Each of these approaches will be considered in developing an estimated debris volume in the Town.

**Push Period Assistance**

The 70-hour push period is the time when the Town's force account labor is charged with clearing blocked roadways for emergency vehicle passage. Because this period is typically reimbursed by FEMA at 100 percent federal share level, it is critical that equipment utilized for emergency road clearance work is properly identified and logged. BDR is prepared to assist the Town during the push period in a number of ways, including:

- Conducting an inventory of blocked roads that require immediate clearance
- Administering the sign-in and sign-out of labor and equipment to track time and material charges
- Assisting Town staff in maintaining maps or databases to track road clearance progress and other essential tasks as requested
- Maintaining supporting documentation for reimbursement of 70-hour push work



*Guaranteeing the amount a full truck can hold is an important part of the collection process.*

*All trucks must be accurately measured, certified and clearly labeled before beginning any work hauling debris.*

### Public Information Support

Those local governments that have received the highest praise from their citizenry following a disaster are typically those that have communicated the best. BDR is prepared to provide public information staffing support as requested by the Town. BDR has full-time public information/relations staff available to assist Town staff with press releases, public notices, website development and support and other public information functions.

### Truck Certification

Truck certification is perhaps the most critical element of the monitoring component of a debris removal project because the process establishes a volumetric capacity for each collection vehicle utilized – many of which deliver hundreds of loads during a debris removal project. Minor errors in truck certification measurement and calculation can result in substantial volumetric and cost discrepancies. BDR has established a standard methodology for truck certification. Aspects of BDR's truck certification procedure include:

- **Use of the BDR truck certification form:** This form includes the latest in FEMA guidelines on truck certification documentation and volume calculations.
- **Minimum vehicle requirements:** BDR will inspect collection vehicles to ensure DOT and Town compliance.
- **Special notations on truck placards for sideboards and other unique vehicle attributes:** These notations inform tower monitors that the measured capacity includes sideboards or other modifications, thus discouraging collection contractors from fraudulently altering vehicles after certification.
- **Photography of vehicles and drivers.**
- **Periodic spot checks and recertification of trucks:** This pertains to trucks that were potentially altered after initial certification.

### Field Monitoring

BDR has developed a number of unique approaches to our field monitoring program. Specific aspects of this program are highlighted below.

**Monitor Requirements:** In order to qualify to work as a loading site, DMS or supervising monitor, all individuals must be able to speak English, be at least 18 years of age, able to provide a valid U.S. driver's license, capable of working outside and able to climb a 10 foot high staircase or ladder. In addition, all monitors must have experience in previous or similar monitoring or inspection work.

**Local Employees:** One very important goal of a disaster recovery effort is to put displaced workers from the local area back to work. BDR is committed to hiring and training field monitor staff from the Town. Typically, 80-90 percent of our project staff is hired from the local community. To the extent there are concerns over the quality of field collection monitor staff, BDR is prepared to bring in experienced field monitors from other parts of the country. All BDR field personnel will be provided with badges (including a recent photo) identifying them as Town contractors.

BDR requires all monitors to attend a structured training by certified staff. BDR's training is OSHA, EPA and FHWA compliant.

**Training Program:** All monitors must attend a half-day field monitoring training session provided by BDR and approved by the Town. BDR's field monitoring training session includes a video and PowerPoint presentation on field monitor responsibilities. During the field monitor training session, monitors are educated regarding eligibility criteria, as well as the need to ensure debris collection contractors only remove debris from Town roads. In addition to this training, monitors are provided with a variety of field reference documents (e.g., sample completed tickets, etc.). A copy of BDR's training manuals can be provided to the Town for review upon request.

**Daily Field Monitor Operations:** The bullets below highlight some of the various aspects of a BDR debris removal program.

- At the start-up of collection operations, BDR loading site monitors arrive at the staging location approximately 45 minutes prior to the start of field operations. Activities that typically occur during this 45-minute period include: (1) debriefing by the collection manager and/or supervising monitor on important issues, (2) distribution of safety gear (caution lights, safety vests, etc.) and (3) distribution of map books and debris tickets. Strict records are kept of the debris ticket numbers assigned to specific monitors allowing for easy tracking in the event of alleged fraud.
- At the outset of collection operations, we anticipate approximately one loading site monitor assigned to approximately four trucks. As operations continue and trucks spread out within collection zones to efficiently collect scattered debris, the ratio of monitors to trucks will likely decline.
- A supervising monitor will be assigned to approximately 12 to 15 monitors. BDR has found this to be a reasonable ratio – allowing supervising monitors to routinely interface and perform quality assurance control checks with loading site monitors on multiple occasions each day. Responsibilities of the supervising monitor include verification of load ticket accuracy and response to loading site monitor and debris contractor issues in the field. The supervising monitors serve as the “eyes and ears” of the project manager.
- Loading site monitors shall be responsible for: (1) verifying only eligible disaster related debris is collected by the debris collection contractor, (2) verifying the proper loading and compaction of debris into the debris collection contractor's certified loading container, (3) ensuring that all debris collection contractors and their subcontractors adhere to the Town's debris management action plan and that they are working in an efficient and safe manner, (4) surveying their assigned areas for special need issues (e.g., stumps, leaners/hangers, etc.) and (5) photographing loads as directed by the Town.
- At approximately 3 p.m. each afternoon, we will ask the debris contractor's project manager to provide an estimate on the number of monitors that will be required for the following day. This will allow time for the BDR scheduling manager to schedule the appropriate number of collection monitors.



## SECTION C

- At the close of operations each day, all loading site and management site monitors will report back to the staging area to: (1) turn in all completed tickets, (2) update the master map book showing street areas cleared of debris on that particular day and (3) report any inconsistencies or problems that occurred during the day.

**Quality Assurance/Quality Control (QA/QC) Program:** The vast majority of ticket errors occur within the first few weeks of the initiation of a debris removal program. As such, BDR assigns QA/QC staff to each DMS tower with the sole responsibility of reviewing tickets and contacting supervisors and loading site monitors immediately once errors are identified. This process serves three very important purposes: (1) it allows BDR to quickly rectify ticket errors by getting the correct information immediately, (2) it provides instant feedback to loading site monitors thereby reducing errors that would otherwise be made throughout the day (until such time as tickets are reviewed) and (3) it allows BDR to track monitor performance and terminate those monitors that make repeat errors.

**Other Field Monitoring Support Services:** BDR has extensive experience with all aspects of debris monitoring beyond traditional ROW monitoring, including: (1) leaner and hanger removal programs, (2) FEMA and NRCS waterways debris removal programs, (3) abandoned vehicle and vessel recovery programs and (4) comprehensive private property (ROE) debris removal programs. BDR has administered the largest ROE programs in recent history, including programs for New Orleans, LA; Escambia County, FL; Pensacola, FL; Gulfport, MS; Harrison County, MS; and Waveland, MS.

### DMS Monitoring and Support

BDR's approach to DMS monitoring and support, stems from our parent company's decades of experience in the design and operations of solid waste management disposal facilities. Examples of specific approaches relative to DMS locations and monitoring and support are identified below.

**DMS Emergency Permitting:** BDR is highly knowledgeable of state and federal emergency permitting guidelines. BDR routinely serves as an agent for local governments (with regulatory agencies) for permitting issues related to DMS locations. Following a disaster event, BDR is prepared to assist the Town in permitting the four Town owned convenience centers for use as DMS locations. Depending on the severity of the disaster event and concentration of debris within the Town, the Town landfill may be sufficient as the primary DMS.

**DMS Monitoring:** BDR will provide a minimum of two management site monitors per DMS tower. Specific responsibilities of management site monitors shall include: (1) making truck fullness load calls and recording the information on the proper load ticket, (2) taking photographs of loads (as directed by the Town), (3) communicating with truck drivers and debris contractor staff on potential safety issues, (4) verifying that contractor equipment is empty prior to leaving the DMS and (5) collecting and organizing load tickets and providing them to designated BDR staff. BDR is also prepared to provide security at DMS locations when not in operation.



**DMS Environmental Monitoring:** For the duration of the project, BDR will gather data for use in the remediation and close-out of DMS locations. Collected data will be compared to previous data to establish any remediation actions necessary to return the site to its original state. The following items are typically included in an environmental monitoring program:

- **Sketches of Site Operations:** During the course of the project, operations at the DMS locations may expand, condense or shift. Changes to the site will be documented along with the locations of debris reduction activity. The sketches and documentation will assist in determining areas of concern that may need additional sampling and testing during site closure.
- **Documentation of Issues at the Site:** Records will be kept documenting issues such as petroleum spills, hydraulic spills or the discovery of HHW within debris at any DMS. This documentation will assist in the remediation of the site.

**Public Drop-Off Site Operations:** BDR is prepared to provide site supervision (at levels directed by the Town) for any public drop-off sites the Town may elect to open. Residential drop-off site services routinely provided by BDR include site permitting, traffic support, address verification (eligibility determination) and recording, general customer service functions and site closure and security.

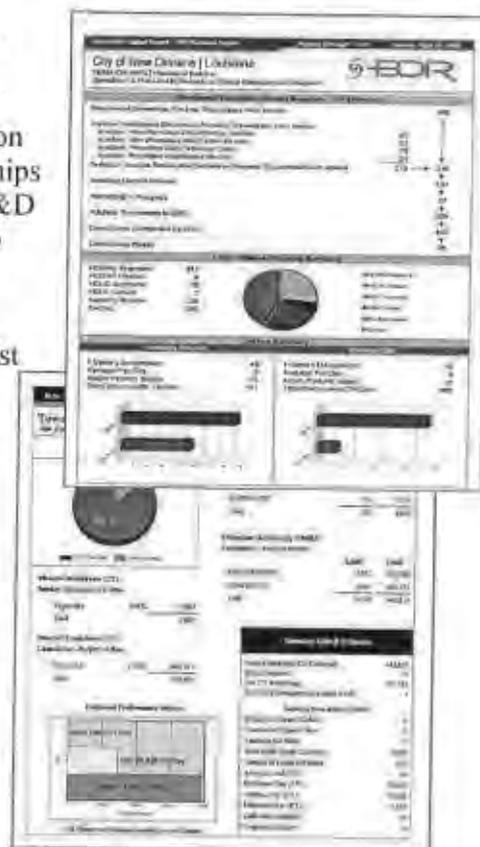
**Market Assistance:** BDR staff is uniquely familiar with disposal and recycling markets throughout the country. During recent storm seasons, BDR assisted a number of clients in evaluating proposals by collection contractors on proposed outlets for storm debris residuals, both wood chips and C&D debris. In the event a significant amount of C&D debris is generated, BDR understands the Town's need to locate additional potential final disposal sites other than Town landfills.

**Other DMS Support Services:** BDR is prepared to assist the Town with any other services related to DMS locations that may be required, including traffic support (i.e., flaggers) and after-hours site security.

#### Data Administration and Invoice Reconciliation

One of the most important and time consuming elements of a disaster recovery operation is the process of managing thousands of load tickets and reviewing and approving debris contractor invoices. BDR has received praise from both municipal staff and debris contractors for the promptness and level of attention we place on this very important element of the debris recovery process.

BDR's method for managing and processing load tickets for next day reporting is as follows:



## SECTION C

- Load tickets are collected from final disposal sites throughout the day. The tickets are then scanned using optical character recognition (OCR) scanners, uploaded and entered into BDR's SQL relational database RecoveryTrac™.
- Database queries are run to check for blank fields on tickets, duplicate ticket numbers, unreasonable cycle times (time loaded vs. unloaded), etc. If a problem is noted, the tickets are pulled and reviewed. If necessary, the loading site monitor who wrote the ticket is interviewed to clarify critical information. Until a problem is resolved, the ticket is rendered invalid.
- By 8 A.M. the following morning, the Town (and any other stakeholders the Town would like to receive the information (i.e., municipalities, FEMA debris coordinator, etc.) will be e-mailed a summary of the previous day's work to include total trucks in the field, total debris loads collected by material type, total cubic yardage collected by material type and other data, as requested by the Town. BDR can also provide a daily GIS map showing the roads that have received first, second and third collection passes.
- If desired, BDR can also maintain this information on a Town or BDR website so that accurate, near real-time information is available to the public.
- For invoice reconciliation, once invoices are received at BDR's offices they are electronically and physically date stamped. A database query is run that performs a ticket by ticket comparison of BDR's RecoveryTrac™ database versus the contractor's invoice supporting documentation. RecoveryTrac™ generates a report that shows where the two data sets agree, disagree or have missing information. A BDR data analyst is tasked with pulling all tickets in question and making a determination of the required corrective action. A pre-approval report summarizing all tickets that match or pass the reconciliation process is forwarded to a BDR financial analyst. The BDR financial analyst will be familiar with the terms and conditions of the Town's contract with the debris contract hauler and ensure all submitted invoices meet contract requirements.

To the extent that tickets still in dispute are less than the contractor's retainage, the invoice, less the retainage, is approved for payment. The BDR staff member in charge of invoicing then prepares a letter to the Town's representative responsible for invoice payment, recommending payment of the invoice. Following invoice approval, an extensive process to evaluate tickets that differ in the BDR and contractor databases is performed. This typically requires significant communication between BDR and contractor staff to resolve discrepancies. After all discrepancies are resolved, BDR sends a follow-up letter to the Town recommending the amount of retainage to be released. Finally, a BDR invoicing specialist performs an audit of the materials in the invoice file to ensure that the file is complete.

*"BDR compiled, reviewed and validated over thirty-seven thousand load tickets for debris collection. BDR staff has been instrumental in all our meetings with FEMA, and has provided supporting data and back up information when funding eligibility issues required additional explanation. The entire City Management Team is grateful for the dedication and personal commitment displayed!"*

-David Sloan  
Environmental Services Director  
City of Orlando, Florida

- BDR's proprietary database allows the Town to track the impact payment approvals made on obligated project worksheets and Town purchase orders (PO). This allows the Town to effectively plan for PO adjustments and the need to generate adjustment project worksheets.

#### Funding Support

**Immediate Needs Funding Support:** One of the unique elements of BDR's approach is our focused initiative to obtain immediate needs funding for our clients. This process involves: (1) conducting preliminary damage assessments with Town and state representatives, (2) developing a debris quantity estimate that is supported by FEMA staff, (3) documenting associated immediate expenditures and (4) assisting in contacting the state and completing a request for public assistance (FEMA Form 90-49).

BDR's expertise in obtaining up-front funding from FEMA for local government clients greatly reduces the need to drain general fund reserves or draw on credit lines.

**Emergency Roadway Clearing Assistance:** The 70-hour push period is the time when debris collection contractors (and/or Town crews) are charged with clearing blocked roadways for emergency vehicle passage. Because this period is typically reimbursed by FEMA at 100 percent federal share level, it is critical that equipment utilized for emergency road clearance work is properly identified and logged. BDR will assist the Town in maximizing reimbursement for 70-hour push work by: (1) documenting blocked roads that require immediate clearance, (2) administering the sign-in and sign-out of labor and equipment to track time and material charges, (3) assisting Town staff in maintaining maps or databases to track road clearance progress and other essential tasks as required and (4) maintaining supporting documentation for reimbursement of 70-hour push work.

**FHWA ER Program Support:** Following a disaster, communities often leave potential reimbursement funds on the table by overlooking 100 percent reimbursements for debris removal on FHWA ER Program funded roadways. BDR understands the Town's need to maximize reimbursement and maintains over 10 years of experience in assisting government agencies with DOT coordination and FEMA PA/FHWA ER reimbursement. This experience provides BDR with considerable familiarity of the differences in eligibility between the FEMA PA Program and the FHWA ER Program.

Prior to or following a disaster event, BDR is prepared to assist the Town in maximizing FHWA ER reimbursement by:

- Assisting the Town and DOT with determining maintenance responsibility roadways
- Coordinating with DOT and Town staff regarding the FHWA ER reimbursement process
- Developing DDIRs to catalog damage to FHWA ER funded roadways
- Providing and tracking documentation (load tickets, cost estimates, contracts, invoices, equipment logs, GPS coordinates, etc.) necessary to FHWA ER reimbursement

Most recently, BDR assisted Norman, OK following a severe winter storm in obtaining over \$1 million in FHWA ER Program funding for those roadways eligible for 100 percent federal funding. Since they were not burdened with their local cost-share, this accounted for a cost savings of over \$200,000 for debris related costs.

**Funding/Regulatory Assistance:** BDR has former senior-level FEMA staff located in Washington, D.C. that can provide support in tracking project worksheets throughout the process and provide quick responses to issues that may be slowing the funding process.

**Closeout Assistance:** Our FEMA appeals and funding specialists have worked with FEMA Closeout Officers to attain millions of previously de-obligated dollars for several communities.

## B. Additional Services/Solutions

### Preparedness, Response and Recovery Planning and Consulting Services



Following the unprecedented 2004 and 2005 hurricane seasons and more specifically the devastating results of Hurricane Katrina, government ignorance of the potential catastrophic results of a hurricane is no longer a valid excuse. At BDR, we work with our clients prior to hurricane season to ensure that the necessary plans, contracts and procedures are in place in order to respond quickly and efficiently to any emergency situation and to identify and attain government funding programs available following a declared disaster.

Although not specifically requested in the RFP, BDR can provide a wide variety of preparedness, response and recovery planning and consulting services. The Town may wish to augment its scope of services to include some of these services. BDR is prepared to work with the Town in determining the preparedness and planning services the Town feels are necessary. Listed below is a summary of the optional services that may be of interest and of great benefit to the Town.

**Continuity of Operations Planning:** BDR has a proven disaster preparedness planning methodology that is based upon the latest continuity planning, disaster preparedness and project management principles. This process-centric methodology has been used by governments across the country to develop COOP plans. The focus of BDR's methodology is on identification of the core operations processes; identification of essential facilities, equipment, records and other resources that are required to perform those processes; and the plans to facilitate a timely and orderly recovery from an emergency. BDR's methodology for continuity planning is designed to meet Emergency Management Accreditation Program (EMAP) and NIMS requirements and the National Fire Protection Association (NFPA) 1600 planning standards.

**Debris Contractor Procurement:** Given our in-depth knowledge of FEMA reimbursement policies, BDR recognizes the necessity of competitively-bid contracts. We have assisted a number of clients in writing procurement documents and assisting in the debris hauler evaluation process. Our approach to assisting the Town with this process involves understanding the geography, demographics and culture of the community to develop a scope of work (and corresponding pricing structure) that encompasses all of the potential needs of the Town. BDR designs comprehensive procurement documents and resulting contracts to protect our clients' economic health and eliminate potential exposure associated with scopes of work that historically have not been reimbursed by FEMA.

**Mock Training Exercises:** A mock training exercise is an effective method of testing and evaluating the readiness of a community to respond to an emergency situation. We can assist the Town in designing and conducting drills or tabletop exercises to evaluate staff readiness.

**DMS Identification and Selection:** As a result of BDR's experience in managing and monitoring millions of cubic yards of debris, BDR understands the requirements necessary for an adequate DMS. Our disposal experts review logistics, acreage, vegetative and population density analyses, local ordinances and contract reduction methods to identify safe, efficient and effective DMS locations. We have experience in working with GIS tools to identify potential sites and conduct field investigations to determine constituent acceptability and the likelihood of successfully permitting the site under DEP emergency guidelines.

**Debris Management Plan Development and Updates:** FEMA is providing financial incentives for communities that are prepared. BDR has written numerous DMPs, and is very familiar with plan requirements set forth in FEMA Publication 325 - Debris Management Guide and FEMA Publication 598 - PA Pilot Program. If a community already has a plan or pre-positioned contract in place, BDR can review the documents to ensure that they comply with all FEMA guidelines. Specific elements of DMPs prepared by BDR include an organizational assessment, a DMS evaluation to include Tier 1, 2 and 3 sites, a detailed summary of debris removal operations available to implement when necessary and an action plan that outlines the specific steps that need to occur at each phase of the debris management process.

**Multi-Jurisdictional Coordination:** Town governments are often relied upon by their member communities to provide many of the core services required to respond to a natural or man-made disaster. BDR recommends (and can facilitate) an annual meeting of those individuals from the Town and other key stakeholders (municipalities, DEP, School Board, etc.) that may be involved in debris management issues following a disaster to outline responsibilities of each jurisdiction or agency.

**DOT Coordination and Road List Database Development:** Perhaps the most critical pre-event activity is coordination with DOT on road clearance and debris removal responsibilities. BDR can assist the Town in developing a road database with associated maintenance responsibilities and ensuring that there is a clear understanding between DOT and the Town regarding the road segments to be handled by each entity. Identification of the responsible applicant for various road segments is critical for reimbursement from the FEMA PA Program and the FHWA ER Program.

**Annual Meetings:** In addition to multi-jurisdictional coordination meetings, BDR recommends one or more annual meetings between the Town, debris contractor(s) and the monitoring firm. The purpose of these meetings is to ensure a common understanding and coordinated effort regarding processes and procedures exercised prior to, during and following a disaster situation.

**Public Information Planning and Support:** Another critical element of a disaster preparedness and response program is accurate, coordinated public information. BDR is prepared to work with the Town's Public Information Officer in preparing "pre-season" notices and educational materials to inform the citizenry of what to expect following a disaster. We also have extensive experience in preparing press releases and newspaper notices, as well as participating in interviews on local access television stations.

**Process Readiness:** Another unique approach of BDR is that of process readiness. In the term process readiness, we are referring to the process of preparing BDR to react quickly and efficiently to a natural or man-made disaster event. This process includes supply management of load tickets, truck certification forms and other critical supplies necessary for immediate response and accurate documentation. We use technology to make data management more efficient, upgrading our load ticket and invoice reconciliation software systems. Our management team broadens their knowledge and skill sets with FEMA guidance workshops, advanced OSHA certifications and emergency response training.

**Mitigation Program Support:** BDR has extensive experience in developing hazard mitigation plans and funding strategies to assist communities in receiving federal and state disaster and mitigation funding and special appropriations for disaster relief, long-term recovery and mitigation projects. We routinely provide local mitigation strategy staff support to improve the community's resistance to damage from known natural hazards by providing technical and strategic assistance in prioritizing and positioning initiatives to compete effectively for pre- and post-disaster mitigation funding, thereby reducing the cost of disasters at all levels and speed recovery.

**Critical Infrastructure Evaluation:** As a subsidiary of an international engineering and consulting firm, BDR has access to trained engineers and construction managers to assist the Town in evaluating damages to critical infrastructure, including facility and utility systems. BDR is also prepared to assist the Town in assessing the habitability of structures. We can assist the Town in preparing cost estimates for damages and identifying and implementing short-term solutions to facility and utility system issues.

**Reconstruction Services:** As a subsidiary of one of Engineering News Record Top 100 design engineering firms in the United States, BDR has vast resources and capabilities to assist the Town in restoring critical infrastructure from initial damage assessment through planning and design to construction management and oversight. Most recently, BDR assisted Waveland, MS in restoring its stormwater management system (including culvert replacement, etc.).

**Other Pre and Post-Event Services:** In addition to the services addressed above, BDR can provide other pre-event disaster/emergency planning and post-event response and recovery services as needed.

#### Public Assistance/Cost Recovery Services

In response to the 2007 Department of Homeland Security (DHS) Appropriations Act, FEMA began a new PA Pilot Program this past summer. Public assistance is designed to help repair and replace critical infrastructure, public structures and services damaged in a disaster, as well as speed the recovery process by improving debris removal operations and supporting emergency measures. Under the program, new procedures will include incentives to encourage jurisdictions to be better prepared to respond to and recover from a natural or man-made disaster. For example, the federal cost share will be increased for those communities who maintain a FEMA-approved DDMP and have under contract a minimum of one debris removal contractor prior to an event.

Other provisions include payment up-front by FEMA for project costs based on approved project worksheet cost estimates for debris removal, emergency work and repairs and replacements to disaster-damaged facilities. It also reimburses the straight-time salaries and benefits of an applicant's full-time staff involved in the debris removal process. Finally, as an incentive to recycle disaster-generated debris, the program allows the jurisdiction to retain any revenue gained from doing so.

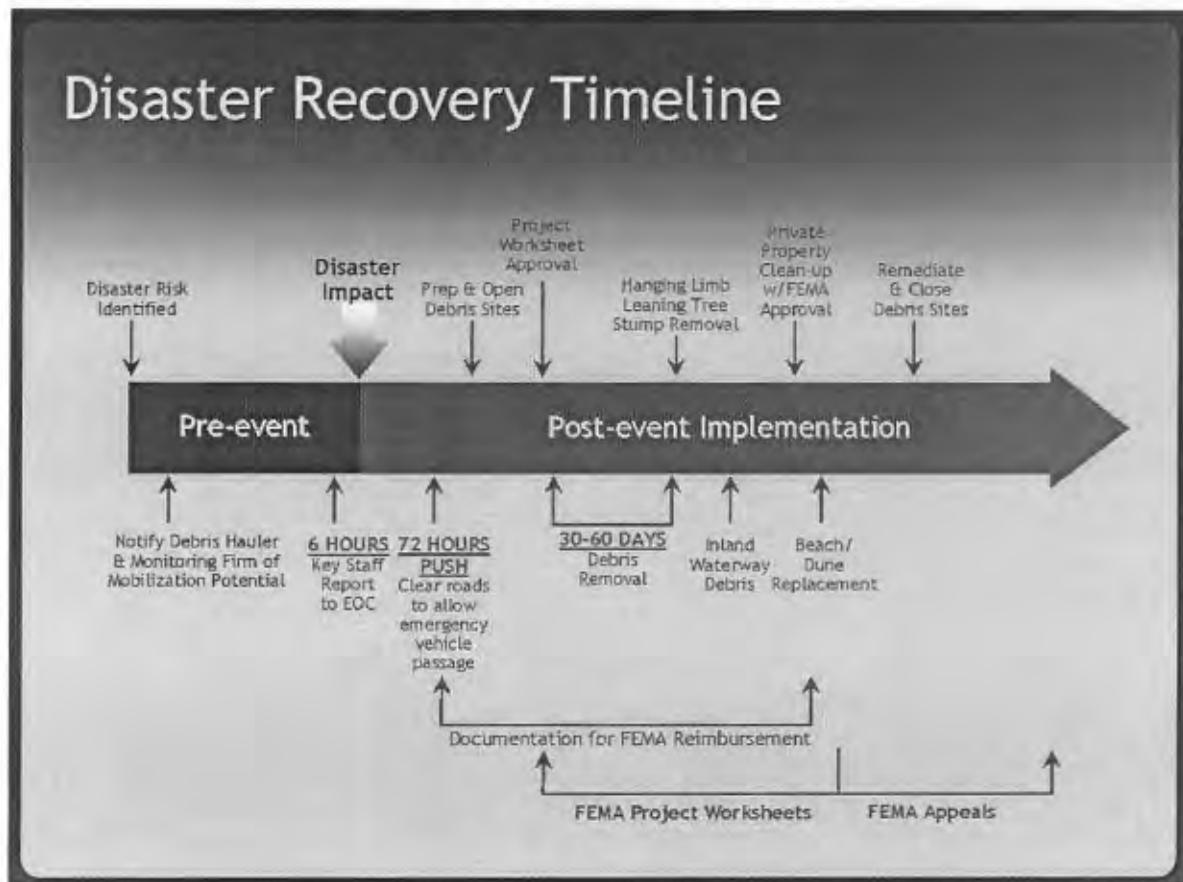
BDR has a team of PA experts that can help maximize the benefits and incentives of the program. BDR can assist the Town with a wide variety of PA services, including, but not limited to:

- Identification of eligible emergency and permanent work (Category A-G)
- Immediate needs funding
- Prioritizing recovery workload
- Loss measurement and categorization
- Insurance evaluation, documentation adjusting and settlement services
- Project worksheet generation and review. BDR will prepare and review Category A-G project worksheets and assist federal agencies with the generation of large project worksheets when necessary
- FEMA, FHWA-ER and NRCS-Emergency Watershed Protection reimbursement support
- Staff augmentation with experienced public assistance coordinators and project officers
- Interim inspections, final inspections, supplemental project worksheet generation and final review
- Appeal services and negotiations
- Reconstruction and long-term infrastructure planning
- Document force account labor for emergency measures to maximize reimbursement for eligible Category A work
- Final review of all emergency and permanent work performed
- Other public assistance services as needed

### **Project Schedule**

As shown in the timeline below, BDR staff would report to the Town's EOC six hours prior to a disaster. We will be ready to assist the Town with emergency roadway clearance activities and truck certification immediately after the event and have monitors ready to begin debris removal operations within 24 to 48 hours after the event. The timeline outlines other various services BDR can provide, including public assistance services associated with drafting FEMA project worksheets, approving hauler invoices and preparing FEMA appeals on behalf of the Town.

Exhibit C-1: Typical Timeline of Events



BDR will also provide weekly updates to the Town on progress of work to date, previous week's work, and work to be performed in the upcoming week. BDR will provide a Microsoft SharePoint team site for the Town, maintaining daily reports of work performed, as well as project work performed to date. These reports are prepared for all BDR clients and will assist the Town in tracking work progress, as well as having access to critical project documents.



### BDR Offers a Distinct Advantage

BDR is a program management firm, providing end-to-end services in disaster preparedness, emergency management, post-event recovery and re-development. Dedicated to helping state and local governments, hospitals, schools, universities and the private sector plan for and recover from both natural and man-made disasters, BDR offers a field-tested and proven methodology for emergency readiness, continuity planning and disaster recovery. The firm is recognized for its ability to quickly respond to a broad range of emergency situations, allowing our clients to return to the business of running their day-to-day operations. Our understanding of FEMA and other reimbursement agencies' requirements for eligibility, documentation and reimbursement helps clients receive the maximum reimbursement allowed.

BDR's experience in disaster field monitoring and management services dates back to 1989, when we assisted clients in the Caribbean and South Carolina recover from Hurricane Hugo. In the 19 years since, BDR has assisted over 150 clients recover from the damaging effects of hurricanes, tropical storms, floods and ice storms across the country.

Currently, BDR is serving as program manager for approximately 70 communities in the Houston-Galveston region struck by Hurricane Ike September 12, 2008 and another in Louisiana for approximately 7 million people affected by the Category 2 storm. BDR is also working on behalf of 33 communities in southeastern Texas following Hurricane Dolly, which came ashore on South Padre Island in August 2008.

In addition, the BDR Team is working on behalf of Waterloo, IA and Cedar Rapids Utilities following the Midwest floods, which plagued the central portion of the country this spring. The firm provided disaster recovery and public assistance support to communities in Oklahoma and Missouri, following the severe December 2007 ice storms that ravaged the Midwest and five communities in upstate New York following snow and ice storms in both 2006 and 2007. Prior to this, the firm worked on behalf of many of the most impacted communities in Florida, Mississippi and Texas associated with the 2004 and 2005 hurricane seasons, including several communities along Florida's east coast.

#### Beck Disaster Recovery, Inc. KEY BENEFITS

- ▶ Assisted more than 150 clients recover from 19 different declared disaster events
- ▶ Seasoned veteran staff with FEMA work experience
- ▶ Extensive large project experience
  - + 17 projects > 1 million cubic yards
- ▶ Over \$1.6 billion FEMA reimbursement experience
- ▶ Vast resources - mobile command center/mobile data center/satellite phones
- ▶ Rapid mobilization capability
- ▶ Largest staff - 1,800 on-call
- ▶ 62+ million cubic yards of debris
- ▶ 5,000 private property demolitions/debris removal



Key BDR personnel are uniquely familiar with the policies, procedures and requirements associated with providing disaster recovery services subject to FEMA reimbursement. BDR has successfully managed all phases of debris removal and associated reimbursement efforts, including the removal of and reimbursement for over **62 million cubic yards of debris**, as well as the demolition of uninhabitable residential structures. We have assisted local governments in **obtaining over \$1.6 billion in reimbursement funds** from federal agencies such as FEMA and the Natural Resources Conservation Service (NRCS) for waterways clean-up. In total we have successfully performed over 180 projects similar in nature to the services requested by the Town.

Of the 180+ projects BDR has managed, no less than 17 have involved the collection and disposal or recovery of over 1 million cubic yards of debris, with the largest project consisting of over 11 million cubic yards (Escambia County/Pensacola, FL following Hurricane Ivan) and 2 million cubic yards of sand screening on beaches. Our ability to efficiently manage large recovery efforts ensures the Town an expeditious recovery from the damaging effects of a disaster.

### Relevant Experience Ensures Successful Outcome

The project profiles included in this section provide an overview of our qualifications and serve as a representative sample of BDR's experience in assisting government entities with similar activities.

#### Waterway Reimbursement Assistance

##### Collier County, Florida



Nearly six months after Hurricane Wilma made landfall in the County, damage assessments revealed that the waterways contained hazardous debris which obstructed the natural flow of drainage. The County determined that an estimated 47 miles of waterways and canals required debris removal.

Under contract with the County and the regulatory direction of NRCS, BDR provided daily progress reports including maps showing beginning GPS coordinates with pre-photos, daily progress, ending GPS coordinates and post photos. Daily reports also included documentation supporting daily debris removal quantities. These reports were compiled on a weekly basis and discussed at a weekly meeting with representatives from NRCS and the County.

Another important function of the monitoring services provided by BDR under this engagement was the enforced observance of special considerations set forth by the contract. Special considerations included the preservation of the embankments, the protection of endangered species (Mangroves) and the restoration of the natural flow of water.

Ms. Margaret Bishop

##### Collier County

2885 South Horseshoe Drive  
Naples, FL 34104

Phone: (239) 774-8192

E-mail: [margaretbishop@collierqov.net](mailto:margaretbishop@collierqov.net)

*Period of Performance: March 2006-May 2006, Contract Amount: \$87,000*

## Disaster Recovery and Storm Debris Cleanup Management

**Monroe County, Florida**

There is no area in the U. S. that is more frequently threatened by hurricanes than Monroe County, most commonly known as the Florida Keys. After Hurricane Dennis grazed the Florida Keys in July 2005, BDR was retained to provide the FEMA-required

disaster debris monitoring services. Recovery efforts in the Florida Keys were particularly challenging given the sensitive ecological environment and lengthy travel distance (approximately 150 miles) from end to end.

Specific tasks of the project team included: (1) determining the roads eligible for FEMA and/or FHWA funding; (2) working with the County's contract debris hauler to develop zones in which to assign collection subcontractors; (3) identifying suitable DMS locations; and (4) providing oversight for the four DMS locations established within the County.

BDR's involvement included approximately 20 personnel performing project management, collection monitoring, disposal monitoring and data management functions. In addition to data entry and QA/QC of load tickets, BDR was responsible for reconciling debris contractor invoices and authorizing payment by the County.

Ms. Judy Steele

**Monroe County**

1100 Simonton Street  
Key West, FL 33040

Phone: (305) 295-4329

E-mail: [steele-judith@monroecounty-fl.gov](mailto:steele-judith@monroecounty-fl.gov)

*Period of Performance: July 2005-November 2005, Contract Amount: \$4,037,000*

**Project Quick Facts**

**Total Debris Removed:**  
200,000 cubic yards

**Services:**  
Collection/Disposal  
Monitoring  
Develop Zones and Zone  
Maps  
DMS Identification

## Private Property Demolition and Debris Program Management Services

**City of New Orleans, Louisiana**

The entire world is well aware of the devastating impact that Hurricane Katrina flood waters had on the City. Hundreds of thousands of City residents were displaced and ten of thousands of homes were completely

destroyed.

Immediately following the storm, USACE was provided a direct federal mission by FEMA to coordinate recovery and debris removal efforts in the City. The USACE program managed operations for more than two years until their departure in August 2007.

**Project Quick Facts**

**Total Debris Removed:**  
700 homes to date  
2,000,000 cubic yards (est.)

**Services:**  
Demolition Oversight  
Program Management  
Due Diligence  
Contract Management  
Field Monitoring  
FEMA Reimbursement

Following the conclusion of the USACE mission, as many as 15,000 homes remain to be demolished. In order to accomplish this overwhelming task, the City has retained BDR to serve as the comprehensive program manager for the effort. Examples of BDR's services to the City include: (1) documentation of legal authority to demolish properties, (2) program management of environmental and utilities disconnect due diligence, (3) contract management of the debris removal contractor retained by the City, (4) management of all legal and reimbursement related paperwork to support reimbursement and (5) field monitoring as required to meet FEMA guidelines.

Mr. Winston Reid

**City of New Orleans**

1340 Poydras Street, Suite 1000  
New Orleans, LA 70112

Phone: (504) 658-4200

E-mail: [whreid@cityofno.com](mailto:whreid@cityofno.com)

*Period of Performance: August 2007-Ongoing, Contract Amount: \$12,000,000*

**Inland Waterway Debris Removal**

**Escambia County, Florida**



BDR assisted the Escambia County Natural Resource Division (ECNRD) with debris removal from inland waterways following the aftermath of Hurricane Ivan. The project involved a three-pronged approach: Planning, Operations, and Invoicing and Reimbursement.

As a first step in the clean-up process, BDR aided ECNRD in identifying inland waterways requiring debris removal. BDR analyzed the dimensions, depth and environmental condition of the waterways, established a system to assist in the administration of easements throughout the County and performed quality assurance in conjunction with the County Attorney's Office to ensure that all legal documentation and notices to proceed were in place prior to commencement of the work. BDR coordinated all pre-construction meetings with debris removal contractors to establish whether the bid associated with debris removal from an individual waterway fit into the fiscal constraints of the NRCS grant. When notice to proceed was issued, divers and sonar equipment were used to locate all underwater deposits. These locations were verified by BDR field monitors.

Strategic collection and staging sites along the bank were established to remove an adequate volume of debris to allow underwater sonar analysis. Vegetative debris that hindered navigability or proper water flow was cut and set beyond the banks of the waterway to decompose naturally. BDR carefully catalogued all field documentation generated to capture the debris removal of waterways to verify scope and project completion, and to provide the County and NRCS with a comprehensive paper trail for funding and auditing purposes.

Mr. Kevin Briski

**Escambia County**

1651 East Nine Mile Road  
Pensacola, FL 32514

Phone: (228) 760-1716

E-mail: [kevin.briski@co.escambia.fl.us](mailto:kevin.briski@co.escambia.fl.us)

*Period of Performance: September 2004-December 2006, Contract Amount: \$100,000*

## Program Management Services and Public Assistance

### Hidalgo County, Texas



Hidalgo County, located west of Cameron County, is one of the fastest growing counties in the United States, and the seventh largest in Texas. After making landfall, Hurricane Dolly ripped through the County with flash flooding and wind gusts in excess of 90 miles per hour. The passing of the storm left large portions of the County under several feet of standing water, causing brown water contamination and making streets impassable. The County contracted with BDR to provide immediate PA consultation and program management services. BDR worked with the County's emergency contractor, Ashbritt, to deploy multiple pump trucks throughout the flood plagued County. BDR provided 24-hour/day supervision and documentation of the pumping operations to ensure Category B reimbursement. Following the dewatering of the County, BDR managed and documented debris removal operations throughout the County. Seventeen municipalities within the County activated mutual aid agreements, granting them access to BDR and Ashbritt's services.

## Disaster Recovery Services

### City of Orlando, Florida



In the summer of 2004, the City was devastated by three major hurricanes. BDR's parent company, R. W. Beck, was on-site immediately following Hurricane Charley to provide assistance. When Hurricanes Frances and Jeanne battered the already reeling City a few weeks later, we were able to expand existing recovery and clean-up efforts to include damage and debris caused by the latest storm strikes. We provided the City with comprehensive disaster recovery program management services that covered all areas, including planning and logistics, contractor selection and negotiations, site permitting, daily staffing and scheduling and oversight for debris collection and disposal monitoring. The firm supervised and monitored debris collection by the City's three contractors. We also provided site monitors to staff the City's six contractor and three residential disposal sites. The firm worked closely with FEMA staff using global positioning systems (GPS) technology to identify and locate tree stumps, hazardous trees and hanging branches that needed to be removed. In addition, we provided oversight and staffing for the City's fleet, delivering dirt to designated stump holes. We also worked with the City to approve contractor invoices and document all accounting procedures for FEMA.

#### Project Quick Facts

**Total Debris Removed:**  
1,035,525 cubic yards

**Services:**  
Program Management  
Monitoring  
TDSRS Permitting  
Contractor Procurement  
Data Management  
Develop Zone Maps

Mr. David Sloan

**City of Orlando**  
400 South Orange Avenue  
Orlando, FL 32801

Phone: (407) 579-2446  
E-mail: [david.sloan@cityoforlando.net](mailto:david.sloan@cityoforlando.net)

*Period of Performance: September 2004-March 2005, Contract Amount: \$4,345,000*



## SECTION E FIRM LOCATION

BDR understands how important response time is during an emergency. For that reason, our Hickory, NC office will be assigned primary responsibility for coordinating this project. This office will be supported by BDR's satellite offices located throughout the State. BDR will utilize local area staff to fill key project positions. These employees are intimately familiar with the local area and local disaster recovery efforts. This consistency and local expertise in management personnel uniquely qualifies BDR to fulfill the Town's monitoring requirements. Our organization of staff will produce seamless communication with Town and FEMA officials and provide consistency in administering and implementing Town and FEMA guidelines for disaster recovery.

**Exhibit E-1: National Network of Staff/Resources**



Through our extensive experience and efficient use of local staffing, BDR is the most highly-qualified disaster response team, delivering an expedited response time and cost-effective monitoring services. ***BDR has an outstanding reputation for completing projects on time and within budget.*** Internally, it is the practice of BDR to review our projected workload and assess the firm's staffing requirements on a continuous basis to ensure we can provide responsive services to all our clients. We believe that this philosophy permits us to meet challenging projects with creative, practical and economical solutions.

Additionally, our national network of resources provides access to 31 offices nationwide, the backing of a firm founded in 1942 and state-of-the-art technology (computers, software, reproduction facilities, etc.) and support systems, allowing us to respond to any location within hours.





WITNESSES:

B.E. Halbur  
Jennifer Tyle

WITNESSES:

[Signature]  
[Signature]

TOWN OF HILTON HEAD ISLAND

By: [Signature]  
Stephen G. Riley, AICP  
Its: Town Manager

SCIENCE APPLICATIONS  
INTERNATIONAL CORPORATION

By: [Signature]  
Betty Kamara  
Its: Contracts Administrator

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**C22-2009  
ADDENDUM # 3  
NEPA Compliance  
Federal-Aid Construction  
Contract Provisions**

**WHEREAS**, an Agreement (C22-2009) was made and entered into on 25 March, 2009 between the Town of Hilton Head Island (hereinafter called "Town") and Beck Disaster Recovery, Inc.; and

**WHEREAS**, Beck Disaster Recovery, Inc. entered into an Agreement with the Town for the purpose of professional consulting services for storm debris monitoring and inspection services ; and

**WHEREAS**, the contract was assigned to Science Applications International Corporation (hereinafter called "SAIC") on July 17, 2011 when BDR merged with SAIC;

**WHEREAS**, The Town seeks to amend the Agreement to require SAIC to comply with federal guidelines set forth in the National Environmental Policy Act (NEPA) of 1969 and the provisions of FHWA 1273;

**NOW, THEREFORE**, the Town and SAIC hereby mutually agree that the agreement shall be amended as follows:

**Article 1: NEPA Compliance**

The Contractor shall be in compliance with the requirements of the National Environmental Policy Act (NEPA) of 1969.

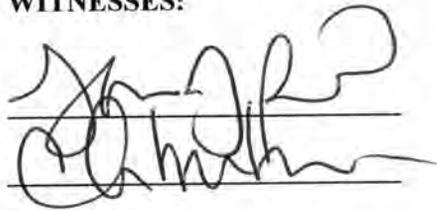
**Article 2: Federal-Aid Construction Contract Provisions**

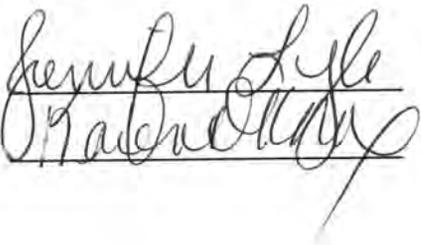
The Contractor shall comply with the provisions required for Federal-Aid construction contracts, as stated in FHWA 1273 (Exhibit A).

All other terms and conditions as set forth in the original Agreement remain binding upon all parties.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures hereto the date first written herein above.

**WITNESSES:**

  
\_\_\_\_\_

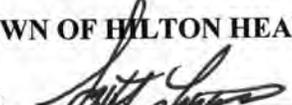
  
\_\_\_\_\_

**SCIENCE APPLICATIONS  
INTERNATIONAL CORPORATION**

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

Its: Contracts Administrator

**TOWN OF HILTON HEAD ISLAND**

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

**Stephen G. Riley, CM**

Its: **Town Manager**

**EXHIBIT A**

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS  
FHWA 1273**

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

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**ATTACHMENTS**

- A. Employment Preference for Appalachian Contracts  
(included in Appalachian contracts only)

**I. GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**II. NONDISCRIMINATION**

(Applicable to all Federal-aid construction contracts and to all

related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed

in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for

minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

**8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA

each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

#### 2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

#### 3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

**a. Apprentices:**

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

**b. Trainees:**

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour

Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**c. Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

**5. Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**8. Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

**9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

## V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

### 1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

### 2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made

either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of

a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

#### VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality,*

*quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

#### X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

#### XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

##### 1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this

transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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#### **2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and

frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR  
APPALACHIAN CONTRACTS**

(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification,

(c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

# **TOWN OF HILTON HEAD ISLAND**

## **REQUEST FOR PROPOSAL**

### **Disaster Debris Removal And Recovery Services**



**RFP No. 2008-42**

Submittal Deadline: April 27, 2009

**Town of Hilton Head Island  
One Town Center Court  
Hilton Head Island, SC 29928  
[www.hiltonheadislandsc.gov](http://www.hiltonheadislandsc.gov)**

## LEGAL ADVERTISEMENT

### TOWN OF HILTON HEAD ISLAND REQUEST FOR PROPOSALS RFP 2008-42 DEBRIS MANAGEMENT – REMOVAL AND RECOVERY

The Town of Hilton Head Island is soliciting sealed proposals from qualified vendors to provide Disaster Debris Removal and Recovery Services for the Town. Sealed proposals are due by 3:00 PM, April 27, 2009. Sealed proposals may be hand delivered to the receptionist or mailed by traceable means to the Town of Hilton Head Island Town Hall, at One Town Center Court, Hilton Head Island, SC 29928. All proposals must be clearly marked on the outside with the following: RFP 2008-42 Disaster Debris Removal and Recovery.

There will be a mandatory pre-proposal meeting at 10:00 AM on March 30, 2009 in Council Chambers at Town Hall located at One Town Center Court Hilton Head Island South Carolina 29928.

The Town reserves the right to refuse any and all proposals and to waive any technicalities and formalities.

Any offeror who qualifies for the “**Local Vendor Preference**” should fill out a certification statement and include it with their bid/proposal in order to be considered for this preference. Certification forms are available on the Town’s website at [www.hiltonheadislandsc.gov](http://www.hiltonheadislandsc.gov) or can be obtained by contacting Tom Fultz at (843) 341-4600. If you have previously completed this form and received confirmation of your certification, please include a copy of your certified form with the bid/proposal.

To receive this RFP with the proposed scope of work and other requirements, or for information concerning this request for proposals, please visit the Town’s web site at [www.hiltonheadislandsc.gov](http://www.hiltonheadislandsc.gov), or contact Jennifer Hasting, Asst. Town Engineer at (843) 341-4779 or e-mail at [jenniferh@hiltonheadislandsc.gov](mailto:jenniferh@hiltonheadislandsc.gov).

Proposals will be received and opened at Town Hall on April 27, 2009, at 3:00 PM. A list of respondents will be available for information purposes only. No cost information will be made public until after a contract has been awarded.

The Town reserves the right to accept or reject any or all proposals received as a result of this request or to negotiate with all qualified offerors, or to cancel in part or in its entirety this request for proposals if it is in the best interest of the Town to do so.

This solicitation does not commit the Town to award a contract or to pay for any costs incurred in the preparation of your proposal; or to procure or contract for any articles of goods or services.

Your proposal must be signed by an official of your company authorized to bind the offeror and contain a statement that the terms offered are good for a period of at least 180 days from the date of proposal opening.

The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods and services.

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## **BACKGROUND**

Hilton Head Island is a barrier island located in Beaufort County, South Carolina with a land area of 54 square miles. The island is accessed via US 278(from I-95). The island has a regional airport which is operated by Beaufort County. The island's year-round population is approximately 36,000, although there are many secondary residences, time shares and hotels. Much of the island is contained in Planned Unit Developments, or gated communities. The Town has a strong Land Management Ordinance which regulates land development and tree removal. The Town is managed by a Mayor-Manager type of government.

## **PURPOSE**

The purpose of this Request for Proposal (RFP) is to obtain competitive sealed proposals as allowed by Town Code, from qualified offerors who are interested in providing disaster debris removal and recovery services including but not limited to: Debris Removal, Debris Disposal, Debris Recycling Services, Debris Storage and Debris Reduction Services following natural or manmade disasters which are delivered expediently, correctly and cost effectively which assure that the Town has the necessary compliance and documentation to support full reimbursement for all eligible recovery costs from appropriate Federal and Town agencies.

## **OBJECTIVE**

The Town of Hilton Head Island of Hilton Head Island seeks to establish contractual arrangements on an as needed basis with a qualified firm to remove and dispose of debris generated by a natural or man event in the Town of Hilton Head Island. The initial term shall be for a one (1) year period, with options for four (4) additional one (1) year renewals. Expertise in disaster recovery and related services to assist the Town in the removal, reduction and environmentally approved disposal of debris and other obstacles resulting from these disasters and do so in full compliance with regulatory agency requirements and consistent with Federal Emergency Management Agency (FEMA) requirements for cost reimbursement for debris management, removal and disposal is expected.

## Section 1 WORK OVERVIEW

The work to be undertaken may include, but may not be limited to:

- A. Emergency Road Clearance (Emergency Push): Removal of debris from the primary transportation routes as directed by The Town of Hilton Head Island. Pre-Stage with public safety units to provide emergency push back to the Island from The Town of Hilton Head Island's Relocation Center at USCB in Bluffton SC during hurricane evacuations.
- B. Debris Removal from Public Property: Removal of debris from public rights of way. Removal of debris beyond public rights of way as necessary to re-establish critical facilities and to abate imminent and/or significant threats to the public health and safety of the community.
- C. Debris Removal from Private Property: Should an imminent threat to life, safety, and health to the general public be present on private property, the Contractor, as directed by The Town of Hilton Head Island, will accomplish the removal of debris From private property. This item will be monitored for strict compliance with FEMA regulations regarding eligibility.
- D. Temporary Debris Staging and Reduction Sites, (TDSRS): The Contractor will prepare and maintain TDSRS facilities (as directed/approved by the Town) to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads.

All debris shall be processed in accordance with local, state and federal law, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved by The Town of Hilton Head Island. Prior to reduction, all debris shall be identified as vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste and segregated.

- E. Generated Hazardous Waste Abatement: Abatement of hazardous waste in accordance with all applicable Federal, State and local laws, standards and regulations.
- F. Demolition of Hazardous or Condemned Structures that are declared a hazard to public health.
- G. Debris Disposal: Disposal of all eligible debris, reduced debris, ash residue, and other products of the debris management process in accordance with all applicable Federal, State and local laws, standards and regulations.
- H. Documentation and Inspections: Storm debris shall be subject to inspection by The Town of Hilton Head Island. Inspections will insure compliance with the contract and applicable local, state and federal laws. The Contractor will, at all times, provide access to all work sites and disposal areas. The Contractor will have in place at the Temporary Debris Staging and Reduction Sites, (TDSRS), personnel to verify and maintain records regarding the contents and volume of the vehicles entering and leaving the TDSRS's. The Contractor will assist in

preparation of the Federal, (FEMA), and State reports for any potential reimbursement through the training of Town employees and the review of documentation prior to submittal. The Contractor will work closely with the Town, the Town's debris monitoring consultant, the State Division of Emergency Management, FEMA, and other applicable State and Federal Agencies to ensure that eligible debris collection and documentation appropriately addresses concerns of the reimbursement agencies.

- I. **Work Sites:** The Town will identify and approve all sites on which the Contractor will be allowed to work. The Contractor shall remove all debris, waste, materials and equipment from the work sites and restore them to a clean, neat and stabilized condition. This condition of the work site shall be restored to a condition equal to or better than the condition of the site prior to work beginning.
- J. **White goods:** The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in FEMA-325 (July 2007) Debris Management Guide. The Contractor shall dispose of all white goods encountered in accordance with applicable Federal, State and local laws. Proper disposal of Freon products is essential.
- K. **Hazardous Stumps:** The Contractor shall remove all stumps that are determined to be hazardous to public access and/or as directed by The Town of Hilton Head Island. Stumps will be hauled to TDSRS where they shall be inspected and categorized by size.
- L. **Clean Fill Dirt:** The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction by The Town of Hilton Head Island. This clean fill dirt shall be compacted as directed by The Town of Hilton Head Island.
- M. **Sand Screening:** The Contractor shall screen beach sand (with 1.0-inch opening screen) to remove eligible debris deposited by an event. This includes the pick up of debris laden sand, hauling to a processing screen located at the beach, processing the sand through the screen and returning the clean sand to the beach as directed by The Town of Hilton Head Island. The debris shall be removed and handled using the same process identified in the contract for all other debris types.
- N. **Documentation and Recovery Process:** Contractor will provide the following in addition to debris removal activities:
  - 1. Maintain documentation of recovery process (digital and paper files)
  - 2. Provide written and oral status as requested by The Town of Hilton Head Island
  - 3. Review documentation for accuracy and quantity
  - 4. Assist in preparation of claim documentation

These items for the documentation and recovery process shall be included in the items in the pricing attachments.

## **Section 2 INSTRUCTIONS FOR THE PREPARATION AND DELIVERY OF THE PROPOSAL**

- A. Requesting the Solicitation Document:** To receive RFP documents, please download documents directly from the Town's web site located at <http://www.hiltonheadislandsc.gov>, or contact Jennifer Hasting of the Town's Engineering Division, at (843) 341-4779; The desire of the Town to pursue proposals shall in no way obligate the Town to compensate you for your efforts or to execute a contract with your firm.
- B. Interpretation and Questions:** All questions relating to this RFP document must be in writing and hand-delivered or delivered electronically through email or fax to the Assistant Town Engineer (Jennifer Hasting (843) 341-4779 [phone], (843) 842-8587 [fax], [jenniferh@hiltonheadislandsc.gov](mailto:jenniferh@hiltonheadislandsc.gov) [e-mail]) **no later than April 9, 2009**. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Town. Any oral communications will not be authoritative and will not be binding on the Town. **It remains the sole responsibility of the firm to contact the Town prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each proposal.**
- C. Preparation and Format:** Proposals should be prepared in a clear and concise manner to meet the requirements of the RFP. Emphasis should concentrate on conformance to the RFP instructions, responsiveness to the requirements, as well as completeness and clarity of content.
- D. Page Limitation:** Proposal packages shall be limited to not more than 50 PAGES, printed on a single side of paper, with a font no less than twelve (12) point. Pages that measure 11" x 17" will count as two (2) pages. ***Note: Required attachments will not be counted in the 50 page limitation.***
- E. Completeness:** Proposals shall contain the information as required in this solicitation. Failure to submit all information as requested may result in a lowered evaluation score of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the Town as non responsive. The following list details the appropriate proposal format:
1. Section dividers with tabs labeled. Tab "A" through Tab "E", to identify each required criterion section as specified in Section 4 F
  2. All attachments shall be placed under the appropriate tab for that sub-section.
  3. Certificates of Insurance and licenses.
- F. Execution:** Proposals must be signed by an authorized representative or contracting agent of the firm.
- G. Proposal Reproduction:** Please submit **six (6) copies of the proposal package**, one (1) unbound original and five (5) bound copies.

H. Proposal Delivery: Proposals shall be mailed by traceable means or hand-delivered to the Town no later than **3:00 pm on April 27, 2009** at the following address:

“DISASTER DEBRIS REMOVAL AND RECOVERY SERVICES RFP 2008-42”  
Town of Hilton Head Island  
Department of Public Projects and Facilities  
Engineering Division  
Attn: Jennifer Hasting, P.E., Assistant Town Engineer  
One Town Center Court  
Hilton Head Island, South Carolina 29928

Proposals will be date stamped by the Town of Hilton Head Island at the date and time of delivery. Proposals received after the stated date and time will not be accepted and will be returned unopened. **No exceptions will be made.**

All submittals will be reviewed and evaluated by a selection committee of the Town. If warranted, additional information may be requested by the Town.

I. Improper Identification and Timeliness: The Town is not responsible for the failure of a firm or the firm’s agent or delivery service to submit responses in a timely manner or for a proposal that is not properly addressed or identified. Proposal delivery by electronic means, such as facsimile or e-mail is not allowed.

K. Withdrawal of Proposals: Proposals may not be withdrawn for a period of **one hundred eighty days (180)** days after the public opening date.

### **Section 3 RFP SCHEDULE OF EVENTS**

- |  |                                       |
|--|---------------------------------------|
| 1. RFP released for advertisement        | March 20, 2009                        |
| 2. Mandatory Pre-Proposal Conference     | March 30, 2009 10:00 AM Eastern Time. |
| 3. Deadline to receive written inquiries | April 9, 2009                         |
| 4. Deadline to answer written inquiries  | April 16, 2009                        |
| 5. Proposal Opening Date                 | April 27, 2009 3:00 PM Eastern Time   |

**NOTE: The Town of Hilton Head Island of Hilton Head Island reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.**

## Section 4 PROPOSAL EVALUATION PROCESS and CRITERIA

### A. Administrator

The Town Manager or his/her designee will be the Contract Administrator for this project.

### B. The Town of Hilton Head Island's Evaluation Committee

Proposals will be reviewed and ranked by a Town evaluation committee. Those firms short listed will be selected for oral interviews and shall be prepared to make a presentation to and respond to questions from the Town of Hilton Head Island's evaluation committee.

All requests for information regarding this RFP and the project, shall be submitted in writing to Jennifer Hasting of the Town of Hilton Head Island by not later than April 9, 2009 at [jenniferh@hiltonheadislandsc.gov](mailto:jenniferh@hiltonheadislandsc.gov) or Town of Hilton Head Island, One Town Center Court, Hilton Head Island, SC 29928

### C. Criteria for Evaluation

The successful offeror will be selected based upon the best response offered to the Town of Hilton Head Island. Offerors determined to be susceptible for award shall be requested to give an oral presentation after submission of proposals.

Evaluation Criteria: Submitted proposals will be evaluated and scored on the following criteria:

**Table 1. Evaluation Criteria**

<b>Criteria</b>	<b>Weighting</b>
Qualifications and Experience	30
Work Plan / Project Approach	25
Fee Proposal	20
Workload Capacity	15
Financial Stability	10
<b>Total Points</b>	<b>100</b>

#### **D. Submission Requirements**

1. To be considered submit one digital file (PDF format) original and six (6) complete hard copies, five (5) bound copies and one (1) unbound, in an 8'1/2" by 11" format.
2. Submission Deadline and Location: Proposals must be submitted to the address listed below by 3:00 PM April 27, 2009.

**Attn.: Jennifer Hasting, P.E.  
Assistant Town Engineer  
Debris Removal RFP 2008-42  
Town of Hilton Head Island  
One Town Center Court  
Hilton Head Island, SC 29928**

#### 3. Required Information:

Please submit the following information in the order requested:

- a. Cover letter with the name, address, phone number, fax number, and e-mail address of the person or firm submitting the proposal. Provide the name of the project manager / primary contact person and person authorized to contract for the firm.
- b. List of ALL disaster specific experience within the last ten (10) years, including response time, client, and contact person. The proposer should indicate, relative to response time:
  - a. The location of the Contractor's firm and equipment. In the case of a major disaster explain how quickly you could mobilize based on the severity of the disaster. Please indicate how your required equipment and personnel would be made available to the Town of Hilton Head Island.
  - c. Indicate and list any legal actions involving your firm in the last five years.

#### **E. PROPOSAL FORMAT**

Overview: In order to provide an equitable basis for firms to develop their proposals and to allow for an equally balanced methodology for the Town to measure the proposals, the Town has developed a model incident scenario. Firms should base their response on a simulated category 3 wet hurricane strike. Debris estimates are provided in below in the Fee Proposal Section. Assume there are two main temporary debris staging and reduction sites (TDSRS) located on the Island (one at the Town's Honey Horn Property – 63 acres located on the north end of the island and one at Chaplin Park – 61 acres located mid-island). Maps of the two TDSRS are provided in attachment "A" and "B". Firms should use this information as the basis for developing their work plan, number, and type of personnel, equipment, and set their fee structure and associated costs accordingly.

## **1. Qualifications and Experience [Tab A]**

The Contractor shall provide a detailed, comprehensive history of its project experience, specifically hurricane debris projects in areas of heavy tree cover.

- All pertinent projects shall be listed (with date and location)
- It shall be noted whether the work was part of a federally declared disaster
- The contact amount for each project shall be included
- The project duration or performance period for each project shall be included
- The volume of debris handled shall be provided in cubic yards.
- Reference or an active contact (name, title, phone number, e-mail) for each project included in this section (please confirm that reference contact information is valid and up to date)
- Describe any significant or unique awards, acclaim, or accomplishments stemming from your work on previous, similar projects
- Any project related litigation over the past five years, have you ever sued a client or been sued by a client?

The Contractor shall provide a complete and detailed account of their qualifications and resources to adequately serve the Town's debris management needs, including, but not limited to:

- An organization chart with name and title of all members of HHI project team
- Resumes of all key team members
- List of company-owned (leased) equipment
- Sub-contractors planned to be used on HHI
- Other services – Environmental, GIS, Haz-Mat, Marine salvage, Beach restoration, etc.

## **2. Work Plan / Project Approach [Tab B]**

The Contractor shall provide a detailed, comprehensive strategy to clear, haul, reduce and dispose of disaster related debris. The plan should explain the approach and methodologies to be employed and expand on the Contractor's ability and commitment to pre-plan, stage, and manage the work in a well organized and timely fashion. Information regarding such things as the handling of hazardous waste materials, cleaning drainage ways and navigable waterways, reclaiming beach sand, etc. should also be included. Any automation or unique processes should be identified and explained. The work plan shall have direct correlation to the fee proposal as outlined in Tab C. For purposes of this proposal, the work plan / project approach should be based on a category three (3) wet hurricane strike with surge. Items to include in the work plan are as follows:

- State your firm's outlined technical approach to the project, encompassing the scope of services required.
- Identify tasks to be completed in each phase of the project and provide time frames, estimated costs, and allocation of resources (i.e., man loading by task, # of trucks, etc).
- Provide specific recommendations on how your firm would address the following situations:
  - (1) Only bridge to the island is out of commission,
  - (2) Removal of cars/trucks from public lands or right of way,

- (3) Removal of boats/vessels from public lands or right of way,
- (4) Removal of white goods (with specific attention to refrigerators),
- (5) Removal of hazardous limbs,
- (6) Removal of hazardous stumps,
- (7) Removal of household hazardous waste,
- (8) Removal of construction and demolition debris
- Provide a detailed, critical path method schedule, which includes all major project tasks and durations (by weeks). The schedule shall identify all proposed services, including planning, management, permitting, and all major tasks from mobilization to reimbursement and shall be realistic, based on experience with similar types of projects.
- Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.
- Define the adequacy of your resources, including personnel, labor, equipment, supplies, sub-contractors, and other tools or resources that may benefit the project.
- The Work Plan shall also address housing of employees and sub-contractors, and the use of local sub-contractors.

**3. Fee Proposal [Tab C]**

**Unit Price Schedule and assumed scenario for Evaluation Purposes**

Table 3., UNIT COST SCHEDULE, and Table 4., EQUIPMENT AND LABOR RATES, is a list of items for which proposers must submit unit costs proposals. These values shall be used as a basis for contract negotiations. For evaluation purposes however, the Contractor is asked to provide a fee proposal for an assumed Category 3 storm scenario, based on the quantities listed in Table 2., FEE PROPOSAL. All applicable line items from the unit cost schedule and equipment and labor rates shall be employed. The fee shall be based on a direct correlation to the Work Plan as provided in Tab B and the applicable unit cost. The spreadsheet used to develop the fee proposal values shall be included with the proposal. Prices should be all inclusive. Per diems, mileage etc. should be included in the rate.

\*Requirement for quantity will vary with severity of event. Quantities below are for evaluation only.

**Table 2. FEE PROPOSAL  
 (based on Estimated Quantities from Cat. 3 Hurricane)**

<b>Item Description</b>	<b>Quantity* Estimate for Proposal</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>
Mobilization and Demolition	<b>1</b>	<b>LS</b>		
Debris removal from public R/W and Hauling to Debris Management Site (DMS)	<b>715,013</b>	<b>CY</b>		
Debris Removal from DMS and Hauling to Final Disposal Site (Landfill)	<b>272,445</b>	<b>CY</b>		
Debris Removal from Public Property	<b>468,457</b>	<b>CY</b>		

(Right-of-Way) and Hauling directly to Final Disposal Site (Landfill)				
Sand Screening: Hauling, screening (1.0 inch opening screens), returning clean sand to beaches 12 CY per foot of Beach	<b>380,160</b>	<b>CY</b>		
Management of DMS	<b>861,815</b>	<b>CY</b>		
Processing (Grinding/Chipping) of Debris at DMS or Final Disposal Site	<b>528,335</b>	<b>CY</b>		
Processing (Burning) of Debris at DMS or Final Disposal Site	<b>517,768</b>	<b>CY</b>		
Hazardous Limb Removal (Hangers)	<b>2000</b>	<b>EA</b>		
Hazardous Stump Removal (> 24 in.)	<b>2000</b>	<b>EA</b>		
Boat Removal	<b>200</b>	<b>EA</b>		
Car/Truck Removal	<b>200</b>	<b>EA</b>		
<b>Total Fee Proposal for assumed Cat. 3 Hurricane – to be used for selection purposes only</b>				

The offeror shall provide unit costs for all of the items listed below. These unit costs shall be utilized in the fee proposal above and shall be the basis for contract negotiations. If your firm does not possess a specific piece of equipment, an equivalent item may be substituted.

**Table 3. UNIT COST SCHEDULE**

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Mobilization and Demobilization (See NOTE 4)		
2	Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) If Total Volume is LESS THAN 1,000,000 CY		CY
2-A	Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) If Total Volume is GREATER THAN 1,000,000 CY		CY
3	Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site (NOTE 1 & 2)		CY
4	Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site (NOTE 1 & 2)		CY
5	Sand Screening: Retrieving, hauling, screening (1.0 inch opening), spreading clean sand on beaches		CY
6	Management of TDSRS		CY
7	Processing (Grinding/Chipping) of Debris at TDSRS or Final Disposal Site		CY

8	Processing (Burning) of Debris at TDSRS or Final Disposal Site		CY
9	Pick Up and Haul of White Goods to Disposal Site within County (NOTE 1)		UNIT
10	Pick Up and Disposal of Hazardous Material		LB
11	Whitegood Management (Non-Freon)		UNIT
12	Whitegood Management (Freon)		UNIT
13	Dead Animal Collection, Transportation and Disposal		LB
14	Hazardous Limbs		TREE
15	Debris Removal from water bodies (bays, rivers, streams, canals, lakes)		CY
16	Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way)		CY
<b>Hazardous Stump Removal, Hauling, and Disposal</b>			
17	6 inch diameter to 11.99 inch diameter		STUMP
18	12 inch diameter to 23.99 inch diameter		STUMP
19	24 inch diameter to 47.99 inch diameter		STUMP
20	48 inch diameter and greater		STUMP
<b>Hazardous Tree Removal, Hauling, and Disposal</b>			
21	6 inch diameter to 11.99 inch diameter		TREE
22	12 inch diameter to 23.99 inch diameter		TREE
23	24 inch diameter to 47.99 inch diameter		TREE
24	48 inch diameter and greater		TREE
The following items shall be billed on a time and material basis according to the schedules on the following pages:			
25	Emergency Road Clearance		N/A
26	Demolition of Structures		N/A
27	Drainage / Culvert repairs		N/A
28	Pre-event training for Client personnel		N/A

- NOTES:**
1. Tipping fee at final disposal site(s) will be the responsibility of The TOWN of Hilton Head Island.
  2. This price is for a maximum haul distance of 40 miles. For all mileage in excess of 40 miles, add \$0.11 per cubic yard per mile.
  3. For a multi-year contract, the prices shown above would be adjusted on the anniversary date of the contract according a percentage equal to the percent change in the Consumer Price Index as published U.S. Department of Labor, Bureau of Labor Statistics.
  4. In the event pre-staging of equipment is required before landfall, a portion of the mobilization will be paid, dependent upon the number of crews staged; this amount will be \$1,000 per crew. Typical crew makeup is as follows: foreman, saw man, laborer and rubber tire loader/backhoe/skid steer loader.

**Table 4. EQUIPMENT and LABOR RATES**

<b>Unit Pricing for removal, reduction and disposal of debris</b>		
<b>Personnel / Labor</b>	<b>Unit</b>	<b>Unit Rate</b>
Operations Supervisor (with cell phone, computer, and pickup truck)	Hour	

Crew Foreman (with cell phone, and pickup truck)	Hour	
Equipment Operator	Hour	
Truck Driver	Hour	
Traffic Control (Flag Person)	Hour	
Laborer – with Chain Saw	Hour	
Laborer - with Small Tools	Hour	
<b>Hourly Pricing for Equipment</b>		
<b>If equivalent equipment is proposed, provide description (make/model)</b>	<b>Unit</b>	<b>Unit Price</b>
Air-Curtain Incinerator – Self-Contained System	Hour	
Tub Grinder (800-1,000 HP)	Hour	
JD 544 Wheel Loader with debris grapple	Hour	
JD 644 Wheel-Loader with debris grapple	Hour	
Bucket Truck (with 50’ – 60’ Arm)	Hour	
Extended boom Forklift with debris grapple	Hour	
753 Bobcat Skid Steer Loader with debris grapple	Hour	
753 Bobcat Skid Steer Loader with bucket	Hour	
753 Bobcat Skid Steer Loader with street sweeper	Hour	
30 - 50 HP Farm Tractor with box blade or rake	Hour	
2-2.5 Cu. Yd. Articulated Loader with bucket	Hour	
3.0-4.0 Cu. Yd. Articulated Loader with bucket	Hour	
JD 648E Log Skidder, or equivalent	Hour	
CAT D4 Dozer	Hour	
CAT D5 Dozer	Hour	
CAT D6 Dozer	Hour	
CAT D7 Dozer	Hour	
CAT D8 Dozer	Hour	
950 Front End Loader	Hour	
966 Front End Loader	Hour	
980 Front End Loader	Hour	
JD 690 Trackhoe with debris grapple	Hour	
JD 690 Trackhoe with bucket & thumb	Hour	
JD 310 Rubber Tire Backhoe	Hour	
Rubber Tire Backhoe with debris grapple	Hour	
Rubber Tired Excavator with debris grapple	Hour	
210 Prentiss Knuckle-boom with debris grapple	Hour	
Self-Loader Scraper (Cat 623 or equivalent)	Hour	
Hand-Fed Debris Chipper	Hour	
30-60 Ton Crane	Hour	
61-90 Ton Crane	Hour	
100 Ton Crane (8 hour minimum)	Hour	
Service Truck	Hour	
Water Truck	Hour	
Portable Light Plant	Hour	
Equipment Transports	Hour	
Pickup Truck	Hour	
Flatbed Truck	Hour	
Low-Boy Tractor Trailer for equipment transport	Hour	
Water Truck	Hour	
Service Truck for Heavy Equipment	Hour	

Self-loading Dump Truck with knuckle-boom and debris grapple	Hour	
Dump Truck, 5 - 12 Cu. Yd. Capacity	Hour	
Dump Truck, 16 - 20 Cu. Yd. Capacity	Hour	
Dump Truck, 21-40 Cu. Yd. Capacity	Hour	
Trailer Dump Truck, 41-60 Cu. Yd.	Hour	
Trailer Dump Truck, 61 - 90 Cu. Yd.	Hour	
Power Screen	Hour	
Stacking Conveyor	Hour	
Off Road Trucks	Hour	
Generator With Lighting	Hour	
Motor Grader with 12' Blade - CAT125 or equivalent	Hour	
Hydraulic Excavator, 1.5 Cu. Yd. Capacity	Hour	
Hydraulic Excavator, 2.5 Cu. Yd. Capacity	Hour	
Soil Compactor – up to 80 HP	Hour	
Soil Compactor – greater than 80 HP	Hour	
Temporary Office Trailer	Day	
Mobile Command and Communications Center Trailer	Day	
<b>Unit Pricing for Hazardous Materials Remediation and Abatement</b>		
<b>Hourly Pricing for Hazardous Materials Remediation and Abatement</b>		
<b>Equipment Description</b>	<b>Unit</b>	<b>Unit Rate</b>
<b>If equivalent equipment is proposed, provide description (make/model)</b>		
	Hour	
	Hour	
PERSONNEL	Hour	
Project Coordinator	Hour	
HAZ-MAT Field Manager	Hour	
HAZ-MAT Containment Area Manager	Hour	
Field Project Supervisor	Hour	
HAZ-MAT Area Supervisor	Hour	
HAZ MAT Field Foreman	Hour	
HAZ-MAT Containment Area Foreman	Hour	
HAZ-MAT Field Technician	Hour	
HAZ-MAT Containment Area Technician	Hour	
Health and Safety Specialist	Hour	
Project Engineer	Hour	
Project Geologist	Hour	
Chemist	Hour	
Regulatory Manager	Hour	
Equipment Operator	Hour	
Asbestos Abatement Supervisor	Hour	
Asbestos Abatement Laborer	Hour	
Asbestos Inspector	Hour	
Truck Driver	Hour	
Administrative Assistant	Hour	

<b>Hourly Pricing for Equipment</b>	<b>Unit</b>	<b>Unit Price</b>
<b>If equivalent equipment is proposed, provide description (make/model)</b>		
Pickup Truck	Day	
Box Truck	Day	
Passenger Car	Day	
20' Response Trailer	Day	
36' Response Trailer	Day	
Office Trailer	Day	
Flatbed Trailer	Day	
Vehicle Use – Pickup Trucks, Vans, Cars	Mile	
Vehicle Use – Heavy Trucks	Mile	
12' Work Boat (with Motor)	Day	
12' Work Boat (without Motor)	Day	
Vacuum Truck - 3500 GAL	Day	
Personal Protective Equipment (PPE)	Day	
Level A – Employee Fully Encapsulated Suit, SCBA, 1 SCBA Bottle, Boots, Hard Hat, and Gloves (does not include replacements of suit, boots, or gloves )	Day	
Level B – Employee Protective Coveralls, SCBA or Airline Respirator, Gloves, Hard Hat (does not include replacements of coveralls, cartridges or gloves )	Day	
Level C – Employee Protective Coveralls, Half or Full Face Respirator and Cartridges, Hard Hat, and Gloves (does not include replacements of coveralls, cartridges or gloves )	Day	
Air Filtration Panel	Day	
Airline Respirator (including at least 150' of airline)	Day	
Respirator Airline - 50' Section	Each	
Respirator Cartridges	Each	
Level A Suit = Kappler Responder or Equivalent	Each	
Level B Suit = Kappler Responder or Equivalent	Each	
Tyvek	Each	
Proshield	Each	
Saranex	Each	
Acid Suit	Each	
Rain Suit	Each	
Neoprene Gloves PAIR	Pair	
Nitrile Gloves	Pair	
Silvershielded Gloves	Pair	
PVC Gloves	Pair	
Cotton or Latex Gloves	Pair	
Leather Work Gloves	Pair	
PVC Boots (HAZMAX)	Pair	
Boot Covers	Pair	
Hearing Protection	Pair	
High Hazard Personnel Decontamination	Day	
Low Hazard Personnel Decontamination	Day	
Portable Eye Wash Station	Day	
First Aid Station	Day	

Personnel Retrieval System	Day	
Personnel Retrieval Harness	Day	
Disaster Recovery Monitoring/Sampling Equipment	Day	
Combustible Gas Indicator	Day	
Toxic Gas Detector	Day	
Photo-ionization Detector	Day	
HAZCAT Kit	Day	
Detector Tubes (10-Pack)	Day	
PH Paper Pack	Day	
Spill Classifier Strip	Day	
Personnel Air Sampling Pump	Day	
Asbestos Bulk Sample	Each	
Hand Auger (Stainless Steel)	Day	
Mechanized Broom Truck	Hour	
Backhoe	Day	
Backhoe – Extended Arm	Day	
Trackhoe 490 OR Equivalent	Day	
Bulldozer DR or Equivalent	Day	
12 TON LowBoy	Day	
50 TON LowBoy	Day	
Skid Steer (Bobcat(35.00/HOUR AFTER 8)	Day	
Dump Truck	Hour	
Hand Operated Transfer Pump	Day	
1” Diaphragm Pump	Day	
2” Diaphragm Pump	Day	
2” Diaphragm Pump - SS	Day	
3” Diaphragm Pump	Day	
1” Suction or Discharge Hose	Day	
2” Suction or Discharge Hose	Day	
3” Suction or Discharge Hose	Day	
2” Chemical Suction or Discharge Hose	Day	
3” Chemical Suction or Discharge Hose	Day	
Small Compressor	Day	
185 CFM Compressor	Day	
Air-hose Section	Day	
Miscellaneous Small Equipment	Day	
Portable Light Plant	Day	
4000-5000 WATT Generator	Day	
Electrical Power Cord (50’)	Day	
Spike Bar	Day	
Airless Sprayer	Day	
Pressure Washer	Day	
Water Hose Section (Garden type) EACH	Each	
Cutting Torch	Day	
Wire Welder	Day	
Air Blower	Day	
HEPA Vacuum	Day	
Barrel Cart	Day	
Wheelbarrow	Day	
Oil-Dry Material	Day	

Traffic Control Vests, Cones, Barrels, Flags, Hand-held Lights	Day	
Drill with Bits	Day	
Grounding Cable and Rod	Day	
Circular Saw	Day	
Hand Tools (shovel, broom, rake, hoe, saw, etc – per employee)	Day	
Tool Box - Hammers, Pliers, Screwdrivers, Wrenches, Sockets, Channel Locks, etc.	Day	
Step Ladders	Day	
Extension Ladders	Day	
Camera / Photographic Equipment	Day	
Porta-John Toilet	Day	
Flashlights	Each	
Hand-Held Radios	Day	
Decontamination Charge for ALL vehicles and Equipment	Day	
<b>Unit Pricing for Disposable HAZ-MAT Materials and Equipment                  If equivalent equipment is proposed, provide description</b>	<b>Unit</b>	<b>Unit Price</b>
5” X 10’ Absorbent Boom – for Petroleum	Each	
8” X 10’ Absorbent Boom – for Petroleum	Each	
3’ X 12’ Absorbent Boom – Universal	Each	
Absorbent Pads – Bundle	Each	
Absorbent Clay Bag	Each	
Oil Dry	Each	
Peat Moss	Each	
Vermiculite	Each	
Soda Ash Bag	Each	
4 MIL 20 X 100 Polyethylene Roll	Each	
6 MIL 20 X 100 Polyethylene Roll	Each	
6 MIL Bags	Each	
Duct Tape Roll	Each	
55- GALLON Drums	Each	
55- GALLON Drum Liners (10 MIL)	Each	
Fiber Drums	Each	
30-GALLON Overpack	Each	
95 GALLON Poly Overpack	Each	
DOT HAZARDOUS WASTE Labels	Each	
Fire Extinguisher	Each	
Caution / Hazard Tape (50’ Roll)	Each	
Respirator Wipes	Each	
Kappler Tape Roll	Each	

**4. Workload Capacity [Tab D]**

- Provide a complete list of the firm’s equipment (owned or leased)
- Provide a list of the firm’s personnel

- Provide a list of active debris hauling contracts (client and area of responsibility (sq. mi.)
- Provide narrative explaining how the firm would address multiple contracts being activated at the same time.

## **5. Financial Stability [Tab E]**

**(Note: This information will be kept confidential)**

- Provide information substantiating the firm's creditworthiness, assets and exposures, bonding capabilities, and any litigation in the past five years regarding financial considerations and years in business doing this type of work. The Town desires a certain level of confidence that the selected firm is operating a highly sustainable business.

## **F. Reservations and Limitations**

1. This request does not commit to the award of a contract, or to pay any costs incurred in the preparation for a response to this request.
2. The Town may or may not require the prospective proposer to participate in negotiations and to submit additional technical information or other revisions to their proposal as may result from the negotiations.
3. The Town reserves the right to reject any or all proposals, to waive informalities, to request additional information, and to award a contract deemed most advantageous for the Town of Hilton Head Island.

## **G. Minimum Requirements of Offeror:**

1. Proposals shall be considered only from firms normally engaged in performing the type of work specified with this Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the offeror, the Evaluation Selection Committee shall determine whether the evidence of responsibility and ability to perform is satisfactory. The Evaluation Committee reserves the right to reject any or all proposals.
2. Previous experience in the performance of projects of a similar nature sufficient to ensure timely and efficient completion of any disaster project.
3. The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience to undertake the services required with a reasonable time.
4. The offeror shall be an equal employment opportunity employer and shall adhere to any applicable local, state, or federal affirmative action requirements.
5. The offeror shall have the ability to obtain both a performance and payment bond in an amount equal to 100% of the estimated fee, after the post disaster assessment (PDA) and BEFORE the

notice to proceed (NTP) should that estimated fee exceed \$100,000. The offeror shall provide a statement of their current bonding capabilities - \$20,000,000 (minimum).

#### **H. Incurred Expenses**

The TOWN is not responsible for any expenses, which the offeror may incur in the preparation and submittal of proposals requested by this RFP, including but not limited to, costs with travel, accommodations, interviews, or presentations of proposals.

# ADDENDUM NO. 1

## TOWN OF HILTON HEAD ISLAND Disaster Recovery and Debris Removal



### The Town of Hilton Head Island Hilton Head Island, South Carolina

**April 2, 2009**

- Item 1.** The contractor shall provide a statement from their bonding company, certifying the contractor's bonding capacity. This must exceed \$20,000,000.
- Item 2.** The Town reserves the right to select two firms for this work
- Item 3.** RFP Items / Wording changed in the original RFP are shown below:
- Page 12 – Table 2 – FEE PROPOSAL – Hazardous Limb Removal (Hangers): Unit of *EA* is changed to *TREES*

Item Description	Quantity* Estimate for Proposal	Unit	Unit Cost	Total
Hazardous Limb Removal (Hangers)	<b>2000</b>	<b>TREES</b>		

- Page 12 – Table 3 – UNIT COST SCHEDULE – Item 7: Add *Burning* and Remove *Final Disposal Site*

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
7	Processing (Grinding/Chipping/Burning) of Debris at TDSRS		CY

- Page 13 – Table 3 – UNIT COST SCHEDULE – Item 8: Replace *Processing (Burning) of Debris at TDSRS or Final Disposal Site* to *Removal of reduced Debris at TDSRS to Final Disposal Site*

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
------	------------------------	------	------

8	Removal of reduced Debris at TDSRS to Final Disposal Site		CY
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- Page 13 – Table 3 – UNIT COST SCHEDULE – Remove Items 17 and 18 from Hazardous Stump Removal, Hauling, and Disposal

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
	<b>Hazardous Stump Removal, Hauling, and Disposal</b>		
17	—6 inch diameter to 11.99 inch diameter		STUMP
18	-12 inch diameter to 23.99 inch diameter		STUMP
19	24 inch diameter to 47.99 inch diameter		STUMP
20	48 inch diameter and greater		STUMP

- Page 13 – Table 3 – UNIT COST SCHEDULE – Items 11 and 12: Add *Pick-up and disposal to Town owned TDSRS*

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
11	Whitegood Management (Non-Freon) – Pick-up and Disposal to Town owned TDSRS		UNIT
12	Whitegood Management (Freon) – Pick-up and Disposal to Town owned TDSRS		UNIT

- Page 13 – NOTES: 2.: Add *one way*
  2. This price is for a maximum haul distance of 40 miles one way. For all mileage in excess of 40 miles, add \$0.11 per cubic yard per mile.
- Page 13 – NOTES: 4. : Add *paid up to a maximum of*
  4. In the event pre-staging of equipment is required before landfall, a portion of the mobilization will be paid, dependent upon the number of crews staged; this amount will be paid up to a maximum of \$1,000 per crew. Typical crew makeup is as follows: foreman, saw man, laborer and rubber tire loader/backhoe/skid steer loader.
- Page 18 – 4. Workload Capacity [Tab D]: Remove the following:
  - Provide a complete list of the firm’s equipment (owned or leased)
  - Provide a list of the firm’s personnel

This information is to be provided in Tab A, as asked for on p. 10 – 1. Qualifications and Experience [Tab A]

**Item 4. Questions and Answers.** The below questions and answers are questions that were provided in writing or asked at the Pre-Proposal Meeting held on March 30, 2009. The answers to the majority of questions asked at the Pre-Proposal Meeting that were not provided in writing are reflected in the changes shown in Item 3 above.

- **Question:** What exactly does the page limitation on page 6 include? Are tabs, cover letters, tables of contents, etc. included in the 50-page limit? What counts as a “Required Attachment”?

**Answer:** The tabs are not included in the 50-page limit. The table of contents and cover letters are included. There are no required attachments for this RFP.

- **Question:** Page 6 asks for 6 copies, one unbound original and 5 bound copies Page 9 asks for the same number of physical copies but also a digital PDF file. Which is it?

**Answer:** 6 hard copies are required (one unbound original and 5 bound copies). In addition to the 6 hard copies, a digital PDF copy is required.

- **Question:** Will any fees be required for use of the two mentioned Town TDSRS?

**Answer:** No, this is Town owned land and no fees will be required for the selected Debris Removal firm.

- **Question:** Does the Town foresee needing more TDSRS space and if so, who is responsible for procuring that?

**Answer:** The Town will possibly need to use more TDSRS space. However, for the purpose of this proposal, the firms are to assume that the TDSRS space listed in the RFP are adequate. The Town is responsible for procuring the TDSRS space.

- **Question:** An equipment list and firm personnel are asked for in both tab A, Qualifications and Experience, and tab D, Workload Capacity. Does the Town really want this information twice (especially considering the page limitation) or if not, where should that information be included?

**Answer:** The requirements to provide a complete list of the firms equipment and to provide a list of the firm's personnel was removed from p. 18 – 4. Workload Capacity [Tab D]. The purpose of Tab D is for the firm to provide the following:

- Provide a list of active debris hauling contracts (client and area of responsibility (sq. mi.))
- Provide a narrative explaining how the firm would address multiple contracts being activated at the same time. (in all regions of the country)

Tab A, Qualifications and Experience, of the proposal should provide a list of the firm's personnel and equipment (leased and owned).

- **Question:** What percentage of the Town land area is contained in gated communities?

**Answer:** Approximately 70% of the Town's land is contained in Planned Unit Developments, or gated communities.

- **Question:** What final disposal sites are possible and where are they located?

**Answer:** There are three (3) final disposal sites:

- Hickory Hill Landfill  
Highway 462 Ridgeland, SC  
Jasper County  
(approximately 30 miles away from the Town of Hilton Head Island)
- Oakwood Landfill  
Route 1, Box 71 UC, Ridgeland, SC  
Jasper County  
(approximately 36 miles away from the Town of Hilton Head Island)

- Barnwell Resources  
490 Brickyard Point Road South  
Lady's Island, SC  
Beaufort County  
(approximately 42 miles away from the Town of Hilton Head Island)
- **Question:** The RFP on p. 13, Note 3 states that "For a multi-year contract, the prices shown above would be adjusted on the anniversary date of the contract according a percentage equal to the percent change in the Consumer Price Index as published U.S. Department of Labor, Bureau, of Labor Statistics." Can the construction / engineering rate be used instead?
- **Answer:** No, the RFP will remain to state that the prices would be adjusted according to the percent change in the Consumer Price Index as published U.S. Department of Labor, Bureau, of Labor Statistics.

**Item 4      Pre-proposal Attendee List – March**

**Mandatory Pre-Proposal Meeting  
Disaster Recovery and Debris Removal Project  
Attendance List 3-30-09**

<b>Company: TFR Enterprises</b>	
<b>Company: D&amp;J Enterprises</b>	
<b>Company: Phillips &amp; Jordan Inc.</b>	
<b>Company: DRC Emergency Services</b>	
<b>Company: Martin &amp; Sons Contracting</b>	
<b>Company: Ashbritt Environmental</b>	
<b>Company: Byrd Brothers Emergency, LLC</b>	
<b>Company: Tag Grinding Company, Inc.</b>	
<b>Company: Bamaco</b>	
<b>Company: Ceres Environmental Service, Inc.</b>	
<b>Company: Crowder Gulf for John Ramsey</b>	
<b>Company: Storm Reconstructive Services, Inc.</b>	
<b>Company: J.B. Coxwell Contracting Inc./Coxwell Disaster Recovery</b>	
<b>Company: Grubbs Emergency Services, LLC</b>	
<b>Company: URG/IED</b>	
<b>Company: Easy Rentals/Easy Grading</b>	

# ADDENDUM NO. 2

## TOWN OF HILTON HEAD ISLAND Disaster Recovery and Debris Removal



**The Town of Hilton Head Island  
Hilton Head Island, South Carolina**

**April 16, 2009**

This addendum serves as the answer to written questions related to the subject RFP after the Pre-Proposal meeting on March 30, 2009. One written question was submitted. This is shown below:

- **Question:** We have some fairly lengthy equipment lists – multiple pages - and also use some tables in our proposals. Using 12 point font, these take up quite a bit of space. Would the Town allow for a smaller font size to be used for tables (e.g. 9 pt) and equipment lists (10 pt)?
- **Answer:** Yes, the Town will allow for a smaller font size in the proposal of no less than nine (9) point in Tables and no less than ten (10) point for equipment lists. The remaining proposal must be printed with a font of no less than twelve (12) point.

# TOWN OF HILTON HEAD ISLAND

## Contract for Disaster Debris Removal And Recovery Services



Contract No. 2009- 44

Town of Hilton Head Island  
One Town Center Court  
Hilton Head Island, SC 29928  
[www.hiltonheadislandsc.gov](http://www.hiltonheadislandsc.gov)

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**Exhibit C – Unit Cost and Hourly Rate Schedule**

**Exhibit D – Contractor’s Organizational Chart**

**Exhibit E – Contractor Vehicle and Equipment List**

STATE OF SOUTH CAROLINA

)  
)  
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AGREEMENT

COUNTY OF BEAUFORT

C 44-2009

**THIS AGREEMENT** is made this 7<sup>th</sup> day of August, 2009 between CROWDER GULF, (hereinafter called "The Contractor") and the Town of Hilton Head Island (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina. This Agreement (hereinafter called "Contract") shall include all Exhibits.

**WHEREAS**, The Town is desirous of collecting, reducing, and removing disaster storm debris;

**WHEREAS**, The Town and the Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below;

**NOW, THEREFORE**, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the Town and Contractor, the parties hereto agree as follows:

1. The terms and conditions of this contract shall include Exhibits A – E. The Contractor shall perform those duties reflected in the attached scope of services (Exhibit B) when directed in writing by the Town by the issuance of a notice to proceed and task orders that shall designate the services and the level of services required for the specific incident. The cost of these services will be billed at the unit cost rates contained in the attached unit cost and hourly rate fee schedule (Exhibit C).
2. The term of this Contract shall be from the date of execution hereof by both parties until May 31, 2014.
3. The Contractor is required to maintain appropriate levels of insurance for general liability, workers compensation, and auto liability coverage. Minimum levels of insurance shall be as identified in Section 26, Exhibit A.
4. The Town Manager may terminate this Contract in whole or in part at any time for the convenience of the Town. If terminated, the Contractor will be paid for the work satisfactorily completed up to the effective date of termination.
5. Should any part of this Contract be rendered void, invalid, or unenforceable by any court of law, such a determination shall not render void, invalid, or unenforceable any other part of this Contract.
6. This Agreement has been made and entered into in the County of Beaufort, State of South Carolina, and will be performed in Beaufort County, South Carolina. Any lawsuit touching or concerning this Agreement, or the performance thereof, shall be brought in Beaufort County, South Carolina.
7. This Contract may not be amended or modified unless such amendment or modification is in writing and signed by both parties.
8. The Contractor may not assign this Contract without the prior written approval of the Town.

9. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the negligent conduct of any activity hereby authorized or the negligent performance of any requirement imposed pursuant by this Contract, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
10. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Contract. Nothing contained herein creates any relationship between the Town and the Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Contract, and the conduct and control of the agents and employees of Contractor and the methods utilized by Contractor in fulfilling its obligations hereunder shall lie solely and exclusively with Contractor and its agents and employees shall not be considered agents or employees of the Town for any purpose. No person employed by Contractor shall have any benefits, status, or right of employment with the Town.
11. Contractor, by signing this Contract, hereby certifies that Contractor shall comply with all applicable requirements of the South Carolina Illegal Immigration Reform Act, S.C. Code Ann. §41-8-10 (2007) et seq., (the "Act"), and that Contractor covenants and agrees as follows:

11.1. Contractor shall not knowingly or intentionally employ any unauthorized alien and, unless excluded from coverage of the "Act", shall verify the work authorization of all new hirers performing work under the contract by either:

(a) registering and participating in the Federal Work Authorization Program (E-verify) and verifying the work authorization of every new yearly hired employee within five (5) business days after employing employee; or

(b) employing only workers who, at the time of said employment:

1. possess a valid South Carolina driver's license or identification card; or
2. are eligible to obtain a South Carolina driver's license or identification card by providing proof of name, social security number and date and place of birth; or
3. possess a valid driver's license or identification card from another state deemed by the Executive Director Department of Motor Vehicles to have requirements at least as strict as those in South Carolina.

Contractor may choose either option 1 (a) or option 1(b) but acknowledges that Contractor cannot use both.

11.2. Contractor agrees to provide to the Town all documentation requested by it to establish either:

(a) the applicability of the South Carolina Illegal Immigration Reform Act to Contractor; or

(b) compliance with the South Carolina Illegal Immigration Reform Act by Contractor.

11.3. Contractor agrees to include in any contracts with its sub-contractors language requiring its sub-contractors to:

(a) comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws; and

(b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws.

11.4. Contractor acknowledges and agrees that it shall comply with requirements of the Immigration Reform and Control Act of 1986 including the non-discrimination provisions thereof, and shall complete all required I-9 documentation for all workers employed by it.

11.5. Contractor certifies it shall comply with all state, federal, and local laws, rules, regulations and orders applicable to it in performance of work under the contract.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures hereto the date first written herein above.

**WITNESSES:**

Melinda Kehle  
Ashley Ramsay  
B.S. Hulbert  
[Signature]

**CROWDER GULF, INC.**

By: [Signature]  
John Ramsay  
Its: President

**TOWN OF HILTON HEAD ISLAND**

By: [Signature]  
Stephen G. Riley, AICP  
Its: Town Manager

**EXHIBIT A****TERMS AND CONDITIONS****I. Bonding**

Throughout the life of the contract, the Contractor shall at all times maintain the capacity to bond at least \$20,000,000 for a single project. The Contractor shall obtain a performance (surety) and payment bond in an amount equal to the Preliminary Damage Assessment (PDA) that is accepted by the Town. The bond shall insure the successful performance under the terms and conditions of the contract negotiated between the Contractor and the Town. The bond shall be supplied to the Town within 72 hours of the Notice to Proceed. Any bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a South Carolina domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in South Carolina or owned by South Carolina residents and is licensed to write surety bonds. In addition, any bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of South Carolina.

It is distinctly agreed and understood that any change made in the scope of work, (whether such changes increase or decrease the amount thereof) or any change in the manner or the time of payments made by the Town to the Contractor, shall in no way annul, release, or affect the liability of the surety on the bond given by the Contractor.

Every person who has furnished labor or materials to the Contractor or its sub-contractors for the work provided in the contract, for which a payment bond is furnished under this Article and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the day on which the last of the labor was performed by such person, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit, and to prosecute said action for the sum or sums justly due such person; provided, however, that any person having a direct contractual relationship with a sub-contractor of the Contractor, but no contractual relationship expressed or implied with the Contractor furnishing said payment bond shall have a right of action upon the payment bond upon giving written notice to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of material upon which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or supplied or for whom the labor was done or performed. Such notice shall be personally served or served by mailing the same by registered or certified mail, postage prepaid in an envelope addressed to the Contractor at any place the Contractor maintains an office or conducts his business. The Contractor

shall notify the Town within seven calendar days of any suit brought against the project bond, providing a copy of the suit.

## **2. Licensing**

The Contractor and all sub-contractors shall be licensed to perform the work described herein as required by Section 40-11-10 et seq., South Carolina Code of Laws, 1976 (as amended) and Section 10-1-10 et seq., Code of the Town of Hilton Head Island, South Carolina, 1983 (as amended).

## **3. Contractor Responsibilities**

The Contractor shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The Town shall consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

## **4. Sub-contractor(s)**

The Contractor may utilize the service of sub-contractors and shall be responsible for the acts or omissions of its sub-contractors to the same extent the Contractor is responsible for the acts and omissions of its employees. If it becomes necessary for the Contractor to use sub-contractors, the Town encourages the Contractor to use local, South Carolina vendors, if practical. In all events, any sub-contractor used by the Contractor should be identified to the Town Project Manager. Information required of the Contractor under the terms of this agreement, is also required for each sub-contractor and the sub-contractors must agree to be bound by the terms of the contract. The Contractor shall assume total responsibility for compliance. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this contract and that the work of their sub-contractors is subject to said provisions. Nothing contained in this contract shall create any contractual relationship between any sub-contractor and the Town. The Contractor shall supply the names and addresses of sub-contractors and materials suppliers when requested to do so by the Town.

## **5. Contractor's Affidavit**

Upon completion of the work and prior to final payment and settlement of all sums due hereunder, the Contractor will furnish to Town, a Contractor's Affidavit (attached herein, Form A-1) submitted by the Contractor under the laws of the State of South Carolina to the effect that all bills for labor, materials and services in connection with said contract have been paid in full, acknowledging receipt of the contract price and averring that there are no outstanding claims under said contract which could become a lien on the real estate arising out of said contract.

**6. Assignment**

Assignment of the contract, or any payment under the contract, requires the advanced written approval of the Town.

**7. Record Retention**

The Contractor shall maintain all records in relation to this contract for a period of at least seven (7) years after final payment.

**8. Ownership of Project Matter**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Town and shall, upon request, be returned by Contractor to the Town, at Contractor's expense, at termination or expiration of this contract. All materials supplied or loaned by the Town to the Contractor during the term of this contract shall remain the property of the Town. All intellectual property provided to the Town by the Contractor and originating from this contract shall become and remain the property of the Town, as the Contractor shall not, without the expressed written consent of the Town, use such intellectual property for another commercial purpose. The Town shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this contract that may be used by the Contractor in providing the services or intellectual property subject to this contract, except as may be specifically agreed to in writing between the parties.

**9. Audit of Records**

The Town of Hilton Head Island of Hilton Head Island, State of South Carolina auditor, federal auditors and auditors of other agencies shall have the option to audit all accounts directly pertaining to the resulting contract for a period of seven (7) years after project acceptance or as required by applicable Town and Federal law. Records shall be made available during normal working hours for this purpose.

**10. Force Majeure**

Except for any payment obligation by either party, if the Town or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this contract by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the Town or Contractor to correct the adverse effect of such event of force majeure.

An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the Town or Contractor from performing any of its obligations (other than payment obligations) under this contract:

Strikes and work stoppages unless caused by a negligent act or omission of Contractor or its agents or assignments; Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of Contractor, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively incumbent weather; and Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities; Suspension, termination or interruption of utilities necessary to the operation of the Project.

Economic hardship of the Contractor shall not be considered an event of Force Majeure.

In order to be entitled to the benefit of this section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of any Force Majeure.

#### **11. Other Agreements**

The Town may enter into agreements with federal, state, or county agencies for disaster relief. The Contractor understands that the terms of these agreements may impact their performance under this contract.

#### **12. Travel Costs and Per Diem**

The costs incurred by the Contractor for travel, food, and lodging are considered to be included in the unit cost of services and shall not be listed as separate billable items, unless covered by a specific line item as a mutually agreed upon additional service or cost.

#### **13. Retainage of Payment**

The Town shall retain 10% of all approved invoiced amounts. The Town shall retain these sums until all work pursuant to the contract is completed. This shall include, but not be limited to the following conditions: all eligible debris is properly processed and disposed of at the final disposition site(s), the DMS final closure and remediation process is approved by the Town, all sub-contractors and material suppliers verify that they have been paid by the Contractor and the Contractor submits the certification documents to the Town, the Contractor submits a proper, final invoice, and the final invoice is approved by the Town. Final payment shall be released to the Contractor within thirty (30) days of approval of the final invoice by the Town.

**14. Laws and Regulations**

The Contractor shall comply with all Town, County, State and Federal laws applicable to the work related to this agreement.

**15. Liens and Taxes**

The Contractor shall not at any time suffer or permit any lien, attachment or any other encumbrance under the laws of the State of South Carolina or otherwise by any person or persons whomsoever to remain on file with the Town against any money due or to become due for any work done or materials furnished under this contract or by any reason or claim or demand against the Contractor. The Contractor shall keep all equipment and vehicles free and clear of all levies, liens and encumbrances. The Contractor shall pay all taxes, license and registrations fees, and similar charges imposed on the ownership, possession or use of the equipment and vehicles during the term of this contract. Such lien, attachment or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this contract.

**16. Safety and Health Regulations**

The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to project to personnel from that Department. All applicable OSHA regulations shall apply to all work associated with the contract.

**17. Barricades, Danger and Warning Signs**

All traffic control devices shall be in accordance with the "Manual on Uniform Traffic Control Devices" latest edition. The Contractor shall install and maintain barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices and shall take all necessary precautions for the protection of the work and safety of the public. Lanes closed to traffic shall be protected by effective barricades, lighted during hours of darkness. Suitable warning signs shall be provided to control direct traffic and warn pedestrians. Upon completion, all barricades, signs and the like shall be removed.

**18. Accidents**

The Contractor shall provide on the project, such medical equipment and materials as are necessary to supply first-aid service to anyone who may be injured in connection with the work. The Contractor must report in writing to the Town all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which causes death, personal injury or property damages, giving full details and statement of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Contractor and any sub-contractor on account of any accident, the Contractor shall

promptly report the facts to the Town, giving full details in writing of the claim. The Contractor shall advise his superintendent and foreman, who are on the site of the work, the name of hospital and phone number and the name and phone number of the doctor he proposes to use in case of an accident.

#### **19. Sanitary Provisions**

The Contractor shall provide temporary sanitary facilities for the use of the workers during the progress of the work. The sanitary facilities shall conform to the requirements of the South Carolina Department of Health & Environmental Control. All temporary sanitary facilities shall be removed when directed by the Town.

#### **20. Coordination with Existing Utilities and Structures**

The Contractor shall be responsible for any damage to and for maintenance and protection of existing utilities and structures. The Contractor is responsible for coordinating with the utility companies for locations, any relocation, adjustment or replacement of utility facilities. The Contractor shall contact "Palmetto Utility Protection Service" at 1-888-721-7877, at least 72 hours prior to beginning any excavation. The existence and location of underground utilities must be investigated and verified in the field by the Contractor before starting work. The Contractor may seek assistance from the Town for coordination with the utility companies.

#### **21. Interruption of Utility Services**

The Contractor's operations shall be so conducted as to interfere as little as possible with utility services. Any proposed interruption by the Contractor must be accepted in advance by the Town. The Contractor shall be responsible for any interruption of utility service.

#### **22. Personnel**

The personnel listed in the Contractor's organizational chart (attached herein as Exhibit E) shall be assigned to the project until completion. The Contractor shall provide the Town a current organizational chart by May 1 of each calendar year. Key personnel are considered to be the Director of Operations, Assistant Director of Operations, and Technical On-site Project Manager. If it becomes necessary to replace any of the key personnel, the replacement(s) shall be subject to approval by the Town.

The Contractor shall submit a list of subcontractors for approval by the Town. No changes in subcontractors shall be made without prior written approval by the Town.

#### **23. Removal and Replacement of Personnel**

The Town also has the right to require removal and replacement of any personnel deemed unsatisfactory by the Town.

## 24. Points of Contact

### Town's Points of Contact

The Town will designate a Project Manager who is authorized to act in the Town's behalf with respect to the Project, except as otherwise limited by this Agreement. The Project Manager will examine the documents submitted by the Contractor and will expedite decisions concerning the documents in order to avoid unreasonable delay in the progress of the Contractor's Services. The Project Manager will coordinate all communication between the Contractor and the Town unless otherwise specified in writing. The Contractor shall contact the Project Manager prior to all meetings involving Town personnel.

The Town's Primary Point of Contact and Project Manager is:

Jennifer Lyle Hasting  
Engineering Division  
Town of Hilton Head Island  
One Town Center Court  
Hilton Head Island, SC 29928  
Work Phone: (843) 341-4779  
Cell Phone: (843) 384-2629  
Fax: (843) 842-8587  
Email: [Jenniferh@hiltonheadislandsc.gov](mailto:Jenniferh@hiltonheadislandsc.gov)

The Town's secondary point of contract is:

Jeff Buckalew  
Engineering Division  
Town of Hilton Head Island  
One Town Center Court  
Hilton Head Island, SC 29928  
Work Phone: (843) 341-4772  
Cell Phone: (843) 384-5142  
Fax: (843) 842-8587  
Email: [Jeffb@hiltonheadislandsc.gov](mailto:Jeffb@hiltonheadislandsc.gov)

### Contractor's Points of Contact

The duties of the Contractor's Point of Contact include, but are not limited to:

- Coordinating Services and the Contractor's resource assignments based on the Town's requirements;
- Providing consultation and advice to the Town on matters related to the Services and the project and acting as a conduit to the Contractor's specialist resources that may be needed to supplement the Contractor's regular staff;
- Acting as the Contractor's point of contact for all aspects of contract administration, including invoicing for Services, and status reporting;
- Facilitating meetings and conferences between the Town and the Contractor's staff when scheduled or requested by the Town;
- Communicating among and between the Town and the Contractor's staff;

- Communicating between the Town and the sub-contractor's staff;
- Promptly responding to the Town's Project Manager when consulted in writing with respect to Service deviation and necessary documentation;
- Identifying and providing the Town with written notice immediately after the Contractor becomes aware of any issue that may threaten the delivery of Services in the manner contemplated by this Agreement; and
- Ensuring that appropriate quality assurance procedures are in place for the performance of all services.

The Contractor's Primary Point of Contact is:

John Ramsay  
Crowder-Gulf  
5435 Business Parkway  
Theodore, Alabama 36582  
Work Phone: (800) 992-6207  
Cell Phone (251) 402-3677  
Fax: (251) 459-7433  
E-mail: [jramsay@crowdergulf.com](mailto:jramsay@crowdergulf.com)  
Web Site: [www.crowdergulf.com](http://www.crowdergulf.com)

The Contractor's secondary point of contract and Project Manager is:

John Campbell  
Crowder-Gulf  
5435 Business Parkway  
Theodore, Alabama 36582  
Work Phone: (800) 992-6207  
Cell Phone (859) 963-8672  
Fax: (251) 459-7433  
E-mail: [jcampbell@crowdergulf.com](mailto:jcampbell@crowdergulf.com)  
Web Site: [www.crowdergulf.com](http://www.crowdergulf.com)

## 25. Notifications

Any notice, consent, or other formal communication required or contemplated by this Agreement shall be in writing and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

Jennifer Lyle Hasting  
Engineering Division  
Town of Hilton Head Island  
One Town Center Court  
Hilton Head Island, SC 29928  
Work Phone: (843) 341-4779

Cell Phone: (843) 384-2629  
Fax: (843) 842-8587  
Email: Jenniferh@hiltonheadislandsc.gov

**For the Contractor:**

John Ramsay  
Crowder-Gulf  
5435 Business Parkway  
Theodore, Alabama 36582  
Work Phone: (800) 992-6207  
Cell Phone (251) 402-3677  
Fax: (251) 459-7433  
E-mail: jramsay@crowdergulf.com  
Web Site: www.crowdergulf.com

Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

**Contractor Representative:**

The Contractor's Project Manager or primary point of contact shall be physically on site and ready to report to The Town within (24) hours following the notification of a pending event. The Contractor representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

**26. Insurance Coverage Requirements:**

The Contractor agrees to procure and maintain insurance in full force and effective during the term of this Contract against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or sub-contractors. The Contractor must also name the Town of Hilton Head Island, as additional insured, while performing any work pursuant to this Contract. The cost of such insurance shall be borne by the Contractor.

The Contractor shall not commence work under this agreement until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Town, nor shall the contract allow any sub-contractor to commence work on his

subcontract until the insurance required of the sub-contractor has been so obtained and accepted. Prior to any sub-contractor performance under this contract, the Contractor shall include all sub-contractors as insured parties under its policies or shall furnish separate certificates for each sub-contractor. All coverage for sub-contractors shall be subject to all of the requirements stated herein.

Prior to commencing work hereunder, the Contractor, at his expense, shall furnish an insurance certificate showing the certificate holder as Town of Hilton Head Island, One Town Center Court, Hilton Head Island, SC 29928, Attention: Jennifer Lyle Hasting, and with a special notation naming The Town of Hilton Head Island as an additional insured on the liability coverage. The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the Town.

The Contractor shall not cause any insurance to be canceled or permit any insurance to lapse or default during the course of this contract.

The following information described sets forth minimum amounts and coverage and is not to be construed in any way as a limitation on the Contractor's liability.

Completion and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of the contract the statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under the contract and, in case any such work is sublet, the Contractor should require the sub-contractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all the latter's employees to be engaged in such work.

Workman's Compensation:

Workman's Compensation – South Carolina Statutory amounts.

General Liability including:

Premises and Operations	\$4,000,000.00
Bodily Injury Liability	\$4,000,000.00
Property Damage	\$4,000,000.00

The Contractor shall take out and maintain during the life of the contract Bodily Injury Liability and Property Damage Liability Insurance to protect the contractor and any sub-contractor performing work covered by the contract from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under the contract, whether such operations be by the contractor or by a sub-contractor, or by anyone directly or indirectly employed by either of them and the amount of such insurance should be not less than \$4,000,000.00.

Comprehensive Automobile Liability, including:

All Owner Automobiles	\$1,000,000.00
Non-Owner Automobiles	\$1,000,000.00
Leased Vehicle Coverage	\$1,000,000.00

Excess Liability Coverage for Maritime Services

If barge or ferry services, or both, are deemed necessary to fulfill Contractor's obligations of the contract, the Contractor shall either

(a) require each of barge and ferry sub-contractor to procure and maintain during the life of the sub-contract, sub-contractor Comprehensive General Liability, Property Damage Liability Insurance, Collision and Tower's Liability, Protection and Indemnity Insurance and Pollution Liability Insurance in an amount not less than \$5,000,000.00 each sub-contractor or vessel; or

(b) insure the activities of his sub-contractors in the contractor's policy for amounts not less than \$5,000,000.00 for each sub-contractor or vessel.

**Hazardous Materials Insurance:** For the purpose of this section: the term "hazardous materials" includes all materials and substances which are now designated or defined as hazardous by South Carolina or federal law or by the rules or regulations of South Carolina or any federal agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until the Legal Division has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract.

Prior to the Contractor or subcontractor performing work, the Contractor or subcontractor shall possess the following insurance:

Contractor's Pollution Liability - for sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract, including, but not limited to all hazardous materials identified under the contract.

Asbestos Liability - for sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract.

Disposal - When applicable, the Contractor or subcontractor shall designate the disposal site and furnish a certificate of insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability for sudden and accidental occurrences in an amount not less than \$3,000,000 per claim and \$3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and \$6,000,000 in the aggregate.

Hazardous Waste Transportation - When applicable, the Contractor or subcontractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$1,000,000 annual aggregate and provide a valid EPA identification number. Certificates of Insurance - shall clearly state the hazardous material exposure work being performed under the contract

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town.

Proof of Carriage of Insurance: The Contractor shall furnish the Town with certificates showing the type, amount, class of operations, effective dates and date of expiration of policies. Such certificates shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted, or limited until thirty (30) days after the Town has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above mentioned notice of cancellation clause. The Contractor will notify at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to at least ten (10) days following coverage renewals or changes.

In addition to Contractual Liability including indemnification provisions and Bodily Injury and Property Damage coverage under both Comprehensive General and Comprehensive Automobile Forms shall include "occurrence" basis wording, which means an event, or continuous or repeated exposure to conditions which unexpectedly causes injury or damage during policy period.

Contractor shall either (a) require each of his sub-contractors to procure and maintain during the life of his subcontract, sub-contractor Comprehensive General Liability, Automobile Liability and Property Damage Liability Insurance of the type and in the same amounts as specified in the Subparagraph or (b) insure the activities of his sub-contractors in his own policy.

Notwithstanding said policy or policies of insurance, the Contractor shall be obligated for the full and total amount of any damages, injury or loss caused by any act, neglect, omission or default connected with this contract.

The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this contract and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the Town is an insured under the policy.

Notice of Accident (occurrence) and Notice of Claims associated with work being performed under this contract, shall be provided to the Contractor's insurance company and the Town's Legal Division as soon practicable after notice to the insured.

## **27. Invoicing and Payment**

The Contractor shall invoice the Town on a monthly basis commencing with the first day of the month following the first full month of service(s) for work satisfactorily completed. The invoice submitted by the Contractor to the Town shall be an original invoice and not a faxed copy or carbon copy.

The invoice shall be sent to:

Copy To:

**Attn: Jennifer Lyle Hasting**  
**The Town of Hilton Head Island**  
**One Town Center Court**  
**Hilton Head Island, SC 29928**  
[jenniferh@hiltonheadislandsc.gov](mailto:jenniferh@hiltonheadislandsc.gov)

**Finance Department**  
**Attn: Susan Simmons**  
**One Town Center Court**  
**Hilton Head Island, SC 29928**  
[susans@hiltonheadislandsc.gov](mailto:susans@hiltonheadislandsc.gov)

Each monthly invoice shall be completed and signed by the Contractor. The invoice shall describe the work performed during the invoice period and be supported by such data as the Town may reasonably require, including, but not limited to the following:

- Each invoice shall contain verification of each cubic yardage/tonnage or itemized stumps collected and hauled by the Contractor by attaching a copy of each serialized Load Ticket.
- Each invoice shall also contain a summary sheet indicating, daily totals of verified load receipts and invoice amounts.
- The Town may temporarily remove any disputed amount, by line item, from the invoice for review.
- The Contractor shall be notified of the disputed charge within ten (10) working days of the date on which a proper invoice is received by the Town.
- The Contractor shall provide clarification and a satisfactory explanation of charges to the Town prior to payment of those charges.
- Payment for verified and authorized work completed shall be made to the Contractor within 45 days after the date on which a proper invoice is received by the Town.
- Upon receipt of the Contractor's invoice and written approval of same by the Town's authorized representative, the Town shall pay the Contractor.
- The Contractor will be subject to audit by federal, state, and local agencies upon request by said parties. Payment to the Contractor for services outlined in this Contract shall not be contingent on funding from one source.
- The Contractor shall be compensated for the removal, hauling, disposal and processing (separation, chipping grinding and incineration) of only eligible debris. If any load is determined to contain material other than eligible debris, the load

- will not be accepted, and the Contractor will not be paid for removing, hauling, disposing or processing that load.
- The Town may direct the Contractor to handle ineligible debris if that debris poses a threat to the health, welfare or safety of the community-at-large. If such services are required, the Town shall give prior written authorization for the handling of this debris and the Town shall pay the Contractor for these services performed.
  - Invoices shall be based on verified and approved cubic yard quantities from the daily operational reports and valid Load Tickets signed by the Town's authorized representative. Payment for verified and authorized work completed shall be made to the Contractor within 45 days after the date on which a proper invoice is received and approved by the Town.
  - Pursuant to the Unit Pricing Schedule and Hourly Pricing Schedule, attached herein as Exhibit C, the Contractor shall invoice the Town for the following:
    - The removal, hauling and disposal of eligible debris: each validated load picked up at the designated Work Zone, hauled to and dumped at a DMS; and each validated load hauled from the DMS for final disposition at a Town-approved landfill or recycling facility; and tipping fees incurred at a Town-approved landfill based on the current tipping fee at the time of disposal.
    - DMS Management and Operations including: selection, preparation and layout of site management, maintenance and operation of the DMS; the sorting, segregation, processing and reduction (chipping, grinding or incinerating); groundwater and soil testing; furnishing materials, supplies, labor, tools and equipment necessary to perform services; providing traffic control, dust control, erosion control, inspection tower(s), lighting, ash and hazardous and toxic waste containment areas, fire protection, permits, environmental monitoring, and safety measures; loading reduced/stored and initiating Load Tickets for final disposition; and closure and remediation of DMS.

**Form A-1. Contractor's Affidavit**

COUNTY OF MOBILE )  
 )  
STATE OF ALABAMA ) AFFIDAVIT OF CROWDER GULF

TO TOWN OF HILTON HEAD ISLAND

RE: Contract entered into the 7<sup>th</sup> day of August, 2009, between the Town of Hilton Head Island and Crowder Gulf for Debris Removal on Hilton Head Island, South Carolina.

KNOWN ALL MEN BY THESE PRESENTS:

1. The Undersigned hereby certifies that all work required under the above Contract has been performed in accordance with the terms thereof, that all material men, subcontractors, mechanics and laborers have been paid and satisfied in full, and that there are no outstanding claims of any character, (including disputed claims or any claim to which the contractor has or will assert any defense) arising out of the performance of the Contract which have not been paid and satisfied in full, except as listed herein below: (Instruction - Enter the "none" or list the names of claimants and the amount claimed by each.)

2. The Undersigned further certified that to the best of his knowledge and belief there are not unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of the performance of the Contract, or any suits or claims for any other damage of any kind, nature, or description which might constitute a lien upon the property of the Owner.

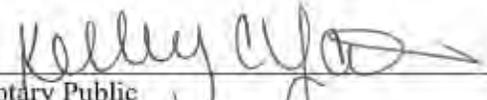
3. The Undersigned makes this affidavit as provided by law and for the purpose of receiving final payment in full settlement of all claims against the Town arising under or by virtue of the Contract, and acceptance of such payment is acknowledged as a release of the Town from any and all claims arising under or by virtue of the Contract.

This 3<sup>rd</sup> day of August, 2009.

  
Title John Ramsay, President

COUNTY OF MOBILE  
STATE OF ALABAMA

Personally before me, the Undersigned authority, appeared JOHN RAMSAY  
Who is known to me to be an official of the firm of Crowder Gulf, Who, after being duly sworn, stated on his oath that he had read the above statement and that the same is true and correct.

  
Notary Public  
My Commission Expires:

This 3<sup>rd</sup> day of August, 2009.

**KELLEY C. JAMES**  
Notary Public, Alabama State At Large  
My Commission Expires June 11, 2012

**EXHIBIT B****SCOPE OF SERVICES****I. OVERVIEW****1.1. Project Intent**

This contract is to provide the Town disaster debris removal and recovery services, including but not limited to: Debris Removal, Debris Disposal, Debris Recycling Services, Debris Storage and Debris Reduction Services following natural or manmade disasters which are delivered expediently, correctly, and cost effectively which assure that the Town has the necessary compliance and documentation to support full reimbursement for all eligible recovery costs from appropriate Federal, State, and Local agencies.

**1.2. Description of Service**

The Contractor agrees to perform those services and tasks set forth in this Exhibit "B". The contracted services shall be executed in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment, and workmanship not conforming to the contract documents or meeting the approval of the Town may be rejected. Replacements, rework, or both as required, will be accomplished at no additional cost to the Town.

**1.3. Inherent Cost of Services**

The cost incurred by the Contractor for applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract are included in the unit prices in Exhibit "C".

**2. SCHEDULE OF PERFORMANCE****2.1. Pre-Event Staging**

The Contractor shall pre-stage equipment and personnel necessary for the emergency push prior to the event when contacted by the Town. If the event is forecasted to be a Hurricane Category 1 – 3, the Contractor shall pre-stage one (1) push team at three (3) designated locations in the Town if deemed safe and practical by the Town and the Contractor based on the anticipated event. These locations are identified below:

- Emergency Operations Center (EOC)
- Fire Station 4
- Fire Station 7

The three (3) push teams shall each contain at a minimum, one (1) supervisor, one (1) chainsaw crew, and one (1) rubber tire loader or skid steer loader. The Contractor's primary point of contact (project manager) shall be assigned to the Town's EOC. In addition, the Contractor shall pre-stage approximately fifty (50) pieces of equipment and fifty (50) personnel convenient to USC-Beaufort (New River Campus) for the initial push if the event is anticipated to be a Hurricane Category 1 – 3. The Contractor shall place a representative in the Town Command Center at USC-Beaufort.

If the event is anticipated to be a Hurricane Category 4 or 5, the Contractor shall pre-stage the same levels of personnel and equipment described for a Category 1 – 3, however they shall be staged at a location convenient to Barnwell High School located in Barnwell County, SC.

## **2.2. Notice To Proceed:**

The Town shall issue a Notice to Proceed (NTP) once an event has occurred requiring the services of the Contractor. Only the Town Manager or his designee shall be authorized to issue the official Notice to proceed. The Notice to Proceed shall be in writing and sent to the Contractor's project manager or secondary point of contact. The Contractor shall acknowledge in writing to the Town's Project Manager, their receipt of the Notice to Proceed and their commitment to begin work. The Contractor shall begin work immediately on mobilization and the emergency push based on the schedule and requirements of this contract.

## **2.3. Guaranteed Response Times of the Contractor**

1. The Contractor's Project Manager or secondary point of contact shall be physically on site and ready to report to the Town within twenty-four (24) hours following the notification of a pending event.

2. The Contractor shall have available for Town uses a helicopter with pilot within two (2) hours of notification that a disaster may have occurred in the Town. The Contractor shall be responsible for meeting this timetable whether or not a NTP has been issued.

3. The Contractor's representative shall have the authority to implement all those actions required to begin the execution of the NTP, including but not limited to the following: The Contractor, within three (3) days of receipt of the NTP, shall provide in writing to the Town multiple, estimated Minimum Level of Service Commitments and/or Plan(s) of Action that shall be included as Exhibit D, attached herein.

The estimated commitments and action plans shall include, but are not limited to, the following:

- Mobilization schedules
- Eligible debris estimates
- Number of calendar days allowable for completion of services

- Resource, equipment and personnel designations and requirements
- Operational plans for debris removal in the designated Work Zones
- DMS Layout(s) and Operational plans
- Method used to record eligible debris tonnages/cubic yards
- Minimum processing/reduction rates at the DMS
- The multiple commitments shall be commensurate with the required minimum level of service for the varying degrees of severity of the disaster event.
- The determination as to which minimum level of service commitment is implemented shall be the responsibility of the Town, and the decision shall be based on the actual severity and impact of the disaster event.
- Once level of service commitments and action plans are approved, the Town shall issue to the Contractor a written Task Order to designate specific scope(s) of work, work locations and maximum allowable time period for completion of designated work.

#### **2.4. Work Days/Hours**

The Contractor may conduct debris removal operations **from dawn until dusk**, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted 24 hours a day, seven days a week unless otherwise directed by the Town. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the Town and the Contractor.

#### **2.5. Performance Schedule**

The Contractor shall commence work under this Contract only upon receiving a written Notice to Proceed from the Town and shall continue until the Town determines the work is complete. The Contractor shall mobilize equipment and personnel commensurate with the requirements of the contract and anticipated severity of the event. Emergency Push roadway clearing shall commence on a time and materials basis

In conjunction with the Notice to Proceed, the Town shall issue a written task order which shall designate the DMS and the maximum allowable time to complete the scope of service, as mutually agreed by the Town and the Contractor upon the assessment of the amount of debris produced.

The Contractor is required to process and reduce eligible debris at a specified unit rate to be determined, in part, by the severity of the disaster and the amount of debris produced, and shall be equitably negotiated by the Town and the Contractor. The required minimum reduction and disposal rate shall be achieved by the date required in the written Task Order.

All site remediation work, including site restoration prior to close-out, shall be completed within thirty (30) calendar days after receiving written notice from the Town that the last load of debris has been delivered, unless the Town initiates additions or deletions to the

Contract by written change order(s). Subsequent changes in completion time shall be equitably negotiated by both parties pursuant to applicable state and federal law.

#### **2.6. Completion Time:**

The Contractor shall complete all directed work as set out in scope of services of this contract. Completion time(s) will be determined once extent of damage has been determined and working days set in accordance with this contract. The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

#### **2.7. Extensions:**

Time is of the essence concerning performance under this contract. The time for the commencement of contracted services will be as set out in the Notice to Proceed and individual Task Orders. If the completion of this contract is delayed by actions of the Town, then the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the contract as is required by such delay. The time for performance under this contract may be extended by mutual consent of both the Town and the Contractor.

#### **2.8. Liquidated Damages**

The Contractor and Town hereby agree that the Contractor's compliance with the terms of this Contract is of great importance. As such, the Town, or an authorized representative, shall monitor, inspect and verify the Contractor's activities for compliance. The Contractor and Town acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would, or might, be incurred by the Town due to the Contractor's failure to comply with the terms of this Contract and for which the Contractor would otherwise be liable. Accordingly, in addition to the payment of other damages, liquidated damages may be assessed against the Contractor for the following failures to comply with the contract:

\$5,000.00 per day charge for failure to provide adequate manpower and equipment to perform the scope(s) of service as outlined in any task order issued through this contract.

\$1,000.00 per incident charge for failure to properly separate DMS debris at street/road level or during hauling as outlined in the contract.

\$1,000.00 per incident charge for failure to properly segregate eligible debris at DMS as outlined in the contract.

\$500.00 per incident charge for collection and hauling of ineligible or unauthorized disaster-generated debris as outlined in the contract.

\$500.00 per incident charge for acceptance of ineligible or unauthorized disaster generated debris at the DMS as outlined in the contract.

\$1,000.00 per day charge for failure to timely provide all fully completed reports and Load Tickets as required by the terms and conditions of this contract.

\$1,000.00 per day charge for failure to provide adequate traffic control as outlined in the contract.

\$1,000.00 per incident charge for failure to safely operate equipment or vehicles as outlined in the contract.

\$5,000.00 per day charge for failure to meet the completion date (time period determined by number of calendar days) for services performed in a designated Work Zone.

\$5,000.00 per day charge for failure to maintain the minimum processing rate of grinding and chipping at the DMS, unless non-compliance is due to insufficient debris amounts being delivered to the site.

\$1,000.00 per day charge for failure to fully remediate DMS by the completion date established by the Town.

\$1,000.00 per day charge for failure to close-out DMS by the completion date established by the Town.

## **2.9. Quality Control Plan**

The Contractor shall establish and follow a quality control program throughout the life of the project. The Quality Control Program will identify personnel and describe the procedures to be used to ensure quality and verify: debris eligibility, hazardous material identification and procedures, DMS management, accounting, reports, permit compliance, as well as any function, activity, or task as part of this Agreement. The Quality Control Program will specify the manner for documenting the check and review processes, for recording required procedures, and for verifying work activities. It will provide for internal reviews and will detail the frequency and types of reviews to be conducted for the specific job to ensure compliance with quality standards. Within 30 days after receiving an executed contract, the Contractor shall submit a written Quality Control Program, to address all quality assurance/quality control issues in connection with the Project, for review and approval by the Town.

## **2.10. Safety Plan**

The Contractor shall establish and follow a Safety Plan throughout the life of the project. The Safety Plan will identify personnel and describe the procedures to be used to ensure a safe project and how to address accidents and injuries. Within 30 days after receiving an executed contract, the Contractor shall submit a written Safety Plan, to address all project safety issues, for review and approval by the Town.

All Contractor personnel must wear required safety equipment whenever on a debris management site. The following are mandatory: Hard hat, reflective vest, safety shoes, long pants, appropriate cold and rainy weather clothing, eye and hearing protection. The Contractor will maintain a telephonic contact list at each loading site and debris management site of the Contractor's supervisor, Debris Manager, Debris Management Center and nearest fire, police, and emergency medical facilities. The Contractor will ensure that Contractor personnel adhere to all debris management site safety requirements.

The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to project to personnel from that Department.

### **2.11. Communications Plan**

The Contractor shall establish and follow a Communications Plan throughout the life of the project. The Communications Plan shall provide a personnel contact tree and describe the procedures to ensure adequate communication and documentation of key information and decisions. Within 30 days after execution of this contract, the Contractor shall submit a written Communications Plan to address all communication issues for review and approval by the Town.

### **2.12. Measurements**

1. Eligible debris collected and hauled by the Contractor shall be measured by the cubic yard as predetermined through truck bed measurement, or as weighed when entering the DMS or final disposition site(s).
2. The Town DMS Tower Inspector, or an authorized representative, shall inspect each load hauled by the Contractor to verify the load size recorded on the load ticket.
3. If the DMS Tower Inspector determines by visual inspection that the load volume (measured in cubic yards), is different than that recorded on the load ticket, the load volume shall be adjusted at the DMS by the DMS Tower Inspector and shall be recorded on the load ticket as the official documentation for the load size. Load tickets validated by the DMS Tower Inspector shall document the measurement.
4. If the Town DMS Tower Inspector and the Contractor representative disagree on the cubic yard volume of the truck load of eligible debris, the DMS Tower Inspector shall take photos of the load, document that the load ticket is incomplete and notify the Town that a final determination of the load size in cubic yards is needed. The Town shall review the photos taken and make the final determination of the load size in cubic yards.

### 3. SCOPE OF SERVICES

#### 3.1. Scope of Contracted Services

The Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all *eligible storm-generated debris (herein referred to as "debris")*, including household hazardous waste materials and within the time specified in this Contract. Emergency push, debris removal and demolition of structures will be limited to: 1) That which is determined to eliminate immediate threats to life, public health, and safety; 2) That which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large. These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by the Town. Contracted services will only be performed when requested and as designated by the Town. The Contractor shall load and haul the debris from within the legal boundaries of the municipality to a site(s) as specified by the Town.

#### 3.2. Work Plan / Governing Documents

The Contractor shall follow the work plan as developed for each task order, consistent with the Town's Debris Management Plan and the scope of services in this contract. Where there may be conflicts or contradictions, the contract shall dictate.

#### 3.3. Mobilization

When the written Notice to Proceed has been received by the Contractor, they shall make all necessary arrangements to mobilize personnel and equipment. The Contractor shall aggressively strive to mobilize the management, equipment, operators, and laborers required to begin debris removal operations according to the following schedule:

	Category 1 & 2	Category 3	Category 4	Category 5
Within 24 hours	80%	40%	30%	15%
Within 48 hours	100%	75%	40%	15%
Within 72 hours		100%	50%	45%
Within 96 hours -			70%	60%
Within 1 week - -			100%	80%
Within 2 weeks - -				100%

If vehicular access to the island is limited due to damage to the bridge(s), the Contractor shall deploy barges sufficient to mobilize necessary equipment within 48 hours and

provide aerial transport via helicopters for Town officials and the Contractor's key personnel.

These mobilization goals are predicated on the pre-event designation of the Honey Horn site as the primary Debris Management Site (DMS), and its immediate availability for use following issuance of the Notice to Proceed. At the Contractor's sole discretion and expense, debris may be stockpiled at this DMS until the site can be made fully operational.

#### **3.4. Priority of Work Areas**

The Town will establish the priority of and shall approve the work areas in advance, which the Contractor will be allowed to work. Daily or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all eligible debris and leave the site from which the eligible debris was removed in a clean and neat condition with the understanding that there will be certain debris that is not picked up by equipment, machinery and general laborers used by the Contractor. Routes may require multiple passes to render them acceptable to Town. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the Town.

#### **3.5. Emergency Push / Road Clearance:**

The Contractor shall accomplish the cutting, pushing, or removal of debris from the primary transportation routes (roadways) for vehicular access, as identified by and directed by the Town. Debris shall be pushed to the sides of the roads to make them passable for equipment and emergency crews. This operational aspect of the scope of contracted services shall be for the first 70 hours after an event. Payment for work during this initial 70 hour period will be on a time and material basis. The unit costs for the equipment used for this emergency push shall include all necessary fuel, maintenance, repair, and the operator. Once this task is accomplished, the following additional tasks will begin as required.

#### **3.6. Management and Operation of Debris Management Sites (DMS)**

The Contractor shall assist the Town during development of the Debris Management Plan in determining the selection of DMS within the Town of Hilton Head Island. Within thirty (30) days of execution of this contract, the Town and Contractor shall update the DMS list, descriptions, and maps through the development of an updated Debris Management Plan (DMP).

Upon receipt of the Notice to Proceed, the Contractor shall provide DMS management and operational services at the approved DMS. The Contractor shall submit a DMS Site Layout and Operations Plan to the Town for review. At a minimum, the DMS Site Layout and Operations Plan shall address the following:

- A list of DMS, including the location, physical description, acreage available for use and a site map.

- Site management outline, including but not limited to point-of-contact and organizational chart
- Accessibility to site and travel ways within the site
- Traffic control procedures and on-site traffic patterns to avoid delays in moving debris
- Measures taken to prevent any significant accumulation of debris at DMS. (Debris shall be constantly flowing to incinerators, grinders, and/or chippers, and the residue and materials that are not recyclable shall be hauled to the landfill and recyclables shall be hauled to recycling facilities, brokers or end users.)
- Site safety
- Hazardous and toxic waste materials plan
- Environmental mitigation plan, including considerations for smoke, dust, noise, traffic routes, buffer zones, storm water runoff, archeology, historic preservation, wetlands, endangered species, as appropriate
- Remediation and restoration plan and procedures

The Contractor shall be responsible for the preparation, maintenance, supervision and safety of the DMS to accept and process all eligible debris in accordance with all local, state and federal rules, standards and regulations. Processing may include, but it is not limited to, reduction by tub grinding, incineration when approved, or other alternate methods of reduction, such as compaction. Prior to reduction, all debris will be segregated between vegetative debris, construction and demolition debris (C&D), white goods, and hazardous wastes. The DMS Supervisor, shall direct all dumping and loading operations effectively and efficiently so that the debris removal and disposal process will progress in a systematic and predictable manner.

The Town may request that additional DMS be opened, if the need arises, and the Contractor shall have three (3) days following notification of new DMS to prepare a Site Operations Plan. The Contractor shall provide all management, supervision, labor, machines, vehicles, tools and equipment necessary to accept, process, reduce, and incinerate Eligible Debris and to load Contractor vehicles hauling debris to the Final Disposition Site or recyclables to the Recycling Facility.

The Contractor shall provide all other services and/or facilities of any nature necessary (including temporary power generation and base camps/housing for Contractor's staff) to accomplish the Statement of Work and Scope of Service as described herein at no additional charge by the Contractor upon issuance of a Notice to Proceed.

The Contractor shall manage and supervise the DMS to accept eligible debris collected under this contract and other contracts or agreements approved by the Town.

The Contractor shall be responsible for providing utility clearances and sanitation facilities, if needed, protecting existing structures at the sites, repairing any damage caused by DMS operations at no additional cost to the Town.

The Contractor shall manage the site to minimize the risk of fire, including but not limited to locating fire extinguishers throughout each DMS as required by OSHA regulations and employing personnel trained in incipient fire suppression operations and safety procedures, such as operation of fire extinguishers and water trucks.

The Contractor shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, security, safety measures, and any environmental requirements to include but not limited to, wind-born debris control fencing, silt fencing or water retention berms.

The Contractor shall be responsible for control of pedestrian and vehicular traffic within and around the DMS. The Contractor shall direct traffic entering and leaving the DMS and shall supervise all dumping and loading operations at the DMS. The Contractor shall provide all flag persons, proper signs, equipment and other devices necessary to meet federal, state and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this Contract. At a minimum, one flag person shall be posted at each entrance to direct traffic to the site unless otherwise approved by Town.

The Contractor shall be responsible for the baseline soil and groundwater test, intermittent testing, if needed, and soil and groundwater testing at the closure of the DMS. The Contractor shall establish lined temporary storage areas for ash, any hazardous and toxic waste, fuels and other materials that may contaminate soils, runoff or groundwater at the DMS. The Contractor shall be responsible for the removal of hazardous and toxic waste from the DMS, including loading of hazardous and toxic waste at the site and properly disposing of the hazardous and toxic waste. The Contractor shall set up plastic liners under stationary equipment such as generators and mobile lighting plants unless otherwise directed by the Town.

The Contractor shall be responsible for the sorting, separating and stockpiling of eligible debris at the DMS and shall ensure that the eligible debris remains segregated at the DMS. DMS Supervisor shall ensure that all eligible debris is deposited in areas designated for that type of debris and, if needed, shall determine the appropriate dumpsite for any mixed loads of debris.

The Contractor shall be responsible for any site work and materials necessary to build and maintain roads for ingress and egress, or any roads throughout the site. The Contractor shall be responsible for installing site security measures and maintaining security for site operations at the DMS. The Contractor shall be responsible for the provision of portable scales as may be required; the construction of an area for an office trailer and parking; and any other items necessary for site operations and management. The Contractor shall be responsible for erecting an inspection tower at each DMS for the purpose of allowing Town personnel to visually inspect and properly document loads arriving at the DMS. The tower shall accommodate four (4) employees, be constructed of materials acceptable to Town, have a roof to facilitate the observation and quantification

of debris hauled to the DMS (even in inclement weather conditions) and be constructed so that the safety of employees is guaranteed.

After obtaining approval from the Town, the Contractor shall utilize tub grinders, chippers, shredders, and any other equipment necessary to reduce the volume of eligible debris. The Contractor shall receive prior written approval before burning debris. Upon receipt of approval, the Contractor may use air curtain incinerators to burn the debris. The Contractor shall remove and dispose/recycle all Freon from white goods in accordance with applicable regulatory requirements prior to hauling to the final disposal site.

The Contractor shall be responsible for and shall provide all manpower and equipment necessary to load the Contractor's vehicles at the DMS for final disposition of reduced debris or recyclable materials. All reduced debris as well as non-reducible debris will be disposed of at a location(s) agreed to by both parties. The Contractor shall be responsible for the loading of the residue from eligible debris that has been incinerated at the DMS for transportation by the Contractor's vehicles to a Town-approved landfill, lawfully permitted to accept the residue material. The Contractor after pick up shall maintain ownership as the responsible party for all debris under this agreement.

### **3.7. Closure and Reclamation of the DMS**

Upon selection of a site as a DMS candidate, the Town shall provide photographic documentation of the sites and update these documents annually. After a Notice to Proceed, the Contractor shall provide photographic or video documentation of the pre-use condition of all DMS. Site reclamation shall be accomplished in accordance with all Federal, State and Local laws, standards and regulations. The DMS will be restored to their pre-event condition to the best extent possible.

Upon completion of the debris reduction process the Contractor shall remove all Contractor equipment and temporary structures and shall dispose of all residual debris from the DMS at an approved, final disposal site. Ash piles shall be tested, and ash shall be disposed of in a Class I landfill if contamination is not found. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill. Once stockpiled debris is removed from the site, the Contractor shall test soil and groundwater, and the test results shall be compared to baseline test results to determine if contaminants are present. The Contractor is responsible for the reclamation and remediation of the DMS site to its original, pre-event condition or better. Restoration will take place within thirty (30) days after the conclusion of the Contractor's activities.

### **3.8. Debris Eligibility**

#### **Segregation of all Eligible Debris prior to reduction**

The Contractor shall sort and separate all eligible debris into distinct categories, including but not limited to vegetative debris, construction / demolition debris (C&D),

hazardous waste, white goods, soil / mud / sand, putrescent debris, infectious waste chemical / biological / radiological / nuclear-contaminated debris (CBRN), and garbage.

**Processing and reduction of Eligible Debris**

When applicable, the Contractor shall reduce all eligible debris by such means as chipping, grinding, or incineration provided a burn permit has been obtained and burning has been approved by the Town.

**Loading of Eligible Debris**

The Contractor shall place stored or reduced, eligible debris and recyclable materials into vehicles, initiating a Load Ticket for final disposition.

**Removal of Eligible Debris:**

The Contractor shall provide the timely collection of eligible debris generated by natural or manmade disasters from public or private right(s) of way (ROW).

**Final disposal and recycling of Eligible Debris:**

The Contractor shall transport non-recyclable eligible debris from the DMS to a landfill lawfully permitted to accept all non-recyclable debris, including ash from the DMS and approved by Town. In addition, this shall also mean the transportation of all eligible debris considered recyclable to a recycling facility, broker or end-user approved by the Town.

**Ineligible Work**

The Contractor will not be paid for the removal, transportation, storage, reduction or disposal of any material or stumps that are determined by the Town or an authorized representative of the Town as ineligible debris, unless specifically requested by the Town Manager's designee.

**Eligibility Inspections**

The Contractor, the Town, or an authorized representative of the Town will inspect each load to verify the contents are in accordance with the accepted FEMA definition of eligible debris.

**Eligibility Determinations**

If any load is determined to contain material that does not conform to the definition of eligible debris or has not been gathered at the request of the Town, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice for such loads.

**3.9. Debris Classifications**

**Eligible Debris:** Debris that is produced or generated by a major natural or manmade disaster event, is located within the Town's property or right-of-way falls under the following possible classifications: vegetative debris, construction / demolition debris (C&D), hazardous waste, white goods, soil / mud / sand, vehicles / vessels, putrescent

debris, infectious waste, chemical / biological / radiological / nuclear-contaminated debris (CBRN), and garbage. These debris classifications are common debris classification's per FEMA 325, Public Assistance Debris Management Guide, and additional debris may be deemed eligible dependent of the event and deemed eligible after consultation with state and FEMA representatives.

- **Vegetative Debris:** Includes but is not limited to damaged and fallen trees, hazardous or partially broken and severed tree limbs (hangers), hazardous tree stumps, palm fronds, bushes and shrubs.
- **Construction / Demolition Debris (C & D):** Includes but is not limited to non-hazardous debris resulting from the destruction of a structure such as window glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber.
- **Hazardous Waste:** Includes but is not limited to debris that has one of the following characteristics: ignitability, corrosivity, reactivity, or toxicity. The Contractor shall provide the hazardous waste protocols for inclusion in the Town's Debris Management Plan.
- **White Goods:** Includes but is not limited to household appliances, such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. Any white goods that may contain Freon, such as refrigerators, freezers, or air conditioners, shall have the Freon removed by the Contractor prior to disposal, in accordance with applicable regulatory requirements.
- **Soil / Mud / Sand:** Includes but is not limited to soil, mud, and sand that is deposited from a flood or storm surge onto public facilities and public right-of-way.
- **Vehicles and Vessels:** Includes but is not limited to vehicle or vessel presenting a hazard blocking the entrance or exit of a public-use area, abandoned vehicles and vessels, the Town secures ownership of the vehicle or vessel per state law, or the Town verified the chain of custody, transport, and disposal of the vehicle or vessel.
- **Putrescent Debris:** Includes but is not limited to any debris that shall decompose or rot, such as animal carcasses and other fleshy organic material.
- **Infectious Waste:** Includes but is not limited to waste capable of causing infection in humans, including contaminated animal waste, human blood and blood products, isolation waste, pathological waste, and discarded sharps (needles, scalpels, or broken medical instruments).
- **Chemical, Biological, Radiological, and Nuclear-Contaminated Debris (CBRN):** Includes but is not limited to debris contaminated by chemical, biological, radiological, or nuclear materials as a result of a natural or man-made disaster.
- **Garbage:** Includes but is not limited to waste that is regularly picked up such as food, packaging, plastics, and papers.

#### **Ash**

Ash is the residue produced by incineration of the burnable, eligible debris.

**Ineligible Debris**

Debris not generated by the declared, natural or manmade disaster and thus, outside the scope of this contract.

**Recycling**

The Contractor shall provide the recycling protocols to be included in the Town's Debris Management Plan.

**3.10. Right-of-Way (ROW) Debris Removal:**

The Contractor shall remove all debris from the ROW when directed to do so by the Town. The Contractor may divide the island into work zones, in which case, each shall assign a project manager or supervisor appropriate crews and sub-contractors to each zone. The Contractor shall use reasonable care not to damage any Town or private property. Should any property be damaged due to negligence on the part of the Contractor, the Town shall bill the Contractor for the damages.

**3.11. Right-of-Entry (ROE) Debris Removal:**

The Town shall be responsible for obtaining all ROE's for private property or public property not owned by the Town. The Contractor shall remove debris from private property with due diligence, as directed by the Town. The Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e., trees, small buildings, etc.).

Should an imminent threat to life, safety and health to the general public be present on private property, the Contractor as identified by and directed by the Town, will accomplish the pick-up and hauling of debris from private property. Upon receipt of the completed right of entry form, hold harmless agreement, and execution of the non-duplication of benefits agreement from the Town, the Contractor shall also demolish those structures and remove the debris.

**A. Removal of Debris from Town properties:**

The Contractor shall remove debris from Town properties and facilities as directed by the Town.

**B. Private Property Right-of-Entry:**

The Town will secure all necessary permissions, waivers, and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties.

**3.12. Removal of Debris and Clearing of Waterways:**

The Contractor shall remove debris and obstructions from designated waterways at the direction of The Town. The Contractor agrees to remove the debris and obstructions in a

timely manner. Any disturbed or eroding banks in the areas being cleared shall be stabilized to prevent further erosion. If storm drainage or culvert repairs are deemed necessary by the Town, this shall be an additional service. A scope of work, schedule, and fee shall be negotiated for this work on a case by case basis.

### **3.13. Ownership and Disposal of Debris**

Upon collection of debris, all eligible debris and the ash residue from the DMS, shall become the responsibility of the Contractor. The Town shall retain ownership of all eligible debris collected until it is disposed of at the final disposal site. The Contractor shall be responsible for either the lawful disposal or recycling of all debris collected, transported, or sold, including hazardous and toxic waste. The Contractor shall use only Town-approved disposal sites or recycling facilities unless prior written consent is obtained from the Town. All revenue earned for the sale of recycled materials recovered from the eligible debris shall be credited to the Town to be applied against approved invoices received from the Contractor.

### **3.14. Hazardous Limbs (a.k.a. Hangers) & Stumps (Removal, Back-fill, Haul)**

As directed by the Town, the Contractor shall remove all hazardous limbs and stumps, as identified by the Town, and haul each hanger and stump to the designated disposal location. Each stump shall be inspected by the Town and the Contractor's inspector and document the appropriate category of size for invoicing. The Contractor shall back-fill each stump hole with compatible material as determined by the Town and the Contractor.

### **3.15. Sand Screening**

The Contractor shall screen all sand to remove eligible debris deposited as a result of a natural or manmade 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 processed at the DMS. If sand is deemed acceptable by the Town, the Contractor shall place screened sand on the beach at locations designated by the Town. If the Town deems the sand to be inadequate for reclamation and placement on the beaches, it shall be disposed of by the Contractor at an agreed upon unit cost. The debris taken and or screened from the sand shall be removed and handled using the same process identified in the contract for all other debris types.

### **3.16. Certification of Load Carrying Capacity**

Prior to commencing debris removal operations, the Contractor shall present to the Town, or authorized representative, all trucks, trailers and other equipment that will be used for transporting debris for the purposes of determining hauling capacity in cubic yards. The measured volume of each piece of equipment shall be calculated from the actual physical, inside measurement performed by the Town and monitored by an authorized Contractor representative. Maximum volumes may be rounded up to the nearest cubic yard, if the

incremental measurement is 0.5 cubic yards or more. If less than 0.5 cubic yards, the maximum volume will be rounded down to the nearest cubic yard. Truck measurements and volume capacity, including any volume adjustments, deductions or comments, shall be dated and recorded on the Truck and Trailer Volume Measurement form.

The Contractor and Town representative shall sign and date the Truck and Trailer Measurement form certifying the actual physical, inside dimension measurement and volume capacity of each piece of equipment presented. The purpose of this measurement shall be for daily production reporting purposes, when actual weight measurements are not possible.

The Contractor shall submit to the Town within 30 days of execution of this contract, a Vehicle and Equipment List, that indicates the name of the Contractor, the name of the sub-contractor, if any, type of vehicle and/or equipment, make and model, VIN, license plate number, Contractor's assigned vehicle/ equipment number, tare weights, measured maximum volume in cubic yards and any other information required by the Town for the purpose of monitoring and inspecting performance. The name of the Contractor, the hauling capacity, in cubic yards, as well as the assigned identification number, shall be recorded and marked on each vehicle and/or trailer with permanent markings. In addition, each Contractor truck shall prominently display a sign stating that it is a "Town of Hilton Head Island Storm Debris Removal" vehicle.

### **3.17. Equipment**

The Contractor shall provide all equipment necessary to prepare the site, accept eligible debris, stockpile the debris, feed the chippers, grinders and air curtain incinerator(s), remove ash from the incinerator(s), load all ash residue for disposal load all DMS debris and any other necessary equipment for final disposition. Prior to the commencement of eligible debris storage and reduction operations at the DMS, the Contractor shall submit to the Town a Vehicle and Equipment List, that indicates the name of the Contractor, the name of the sub-contractor, if any, type of vehicle or equipment to be used for debris handling, sorting, processing, incinerating and loading, including manufacturer's name, model and horsepower (including all air curtain incinerators), license plate number and any other information required by the Town for the purpose of monitoring and inspecting performance. All equipment must be in compliance with applicable federal, state and local rules and regulations. All equipment and operator qualifications shall meet the requirements of federal, state and local safety and health requirements. Equipment which is designated for use under this contract shall not be used for any other work during the working hours of this Contract. Reduction of eligible debris may be accomplished by chipping and grinding, provided an acceptable processing rate can be maintained. If approved by the Town, the reduction of burnable eligible debris shall be accomplished by portable air curtain incinerators.

All loading equipment shall be operated from the ROW using buckets, boom and grapple devices or hydraulic or mechanical lift systems to collect and load debris. The Contractor shall not be permitted to hand load trucks or trailers unless prior, written authorization is

given by the Town. No equipment shall be allowed behind the curb or outside of the defined roadway shoulder unless directed by the Town. Should operation of equipment be required outside of the public Right of Way, the Town will provide a Right-of-Entry Agreement.

The Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit. At a minimum, the Contractor shall assure that all loads are transported without threat of harm to the general public, private property or public infrastructure. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be measured and marked for its load capacity, and be equipped with a tarp or load cover and a solid tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity (which means the tailgate must be the same height as the sideboards on the truck). Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The Town or authorized representative must approve all requests for extensions to the bed, and any such extensions shall not be removed without prior Town approval. Any adjustments made to the truck configuration, after the truck has been measured and the cubic yard capacity has been recorded, must be reported to the Town immediately. With Town approval, the truck shall be re-measured, another truck and trailer volume measurement form must be dated and completed, the truck signage must be changed and field personnel must be notified of the change to the cubic yard capacity. Equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessive sized equipment (60 cu.yds. or larger) and non-rubber-tired equipment must be approved by the Town. Trucks and equipment shall be inspected and approved by Town or authorized representative prior to its use by the Contractor. Trucks or equipment that is designated for use under this contract shall not be used for any other work during the working hours of this contract. In anticipation of the need to quickly respond to certain calls or areas, the Contractor shall make two "Helping Truck" crews available each day. These trucks can be quickly dispatched to accommodate residents in immediate need. In addition, these trucks will provide a visible form of "advertising" in neighborhoods showing residents that the debris removal process is progressing and their needs are being met.

### **Barge and Ferry for Debris Disposal**

The Contractor shall provide barge and ferry services sufficient to transport equipment, personnel, and debris to and from the island if necessary due to bridge failure. Barges shall be capable of ocean travel and have sufficient capacity to maintain the production rates stated under the performance standards. The Contractor and Town shall agree on the locations the barge and ferry shall use to embark and debark the materials, equipment and personnel within the Town and Beaufort County. The Contractor shall be responsible for acquiring all necessary permits related to the use of the barge and ferry.

### **3.18. Scheduled Passes**

The number and schedule of passes, shall be coordinated by the Town with sufficient time between each subsequent pass to accommodate reasonable preparation time needed by residents and/or Town agencies. The Contractor, as directed by the Town, shall make multiple, scheduled passes of each work zone impacted by the disaster, commensurate with the magnitude of the natural or manmade disaster. The Contractor shall assign work crews and equipment so that the debris removal process will progress in a systematic and predictable manner. At all times, the Contractor shall know the names and current location of all sub-contractors and the location of all equipment under their direct supervision. Residents may be advised of the number and schedule of passes through Public Service Announcements (PSA) or web site postings initiated by the Town, and this information shall advise residents to separate and place all eligible debris at the curbside of the ROW.

### **3.19. Traffic Control**

The Contractor shall mitigate impacts on local traffic flow whenever possible. The Contractor shall be responsible for establishing and maintaining appropriate traffic control in accordance with the latest edition of the Manual of Uniform Traffic Control Devices. The Contractor shall provide all flag persons, proper signs, equipment, safety vests and other necessary devices, and shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work zones. At a minimum, one flag person shall be posted at each end of each active loading site within the designated work zone.

### **3.20. Load Tickets**

Serialized, four-part load tickets, as approved by the Town, shall be used for recording cubic yards/tons of Eligible Debris removed from work zones and for recording cubic yards/tons of debris removed from the DMS for final disposition at an approved landfill or recycling facility. All tickets shall be distributed in numerical order and the numbering system shall be unique to the Town of Hilton Head Island. All tickets shall be recorded and kept in both a paper and digital format. Digital tickets shall be incorporated into a database and provided to the Town. Numbers shall be recorded on a load ticket log by the Town or authorized representative. No load tickets shall be unaccounted for. If a load ticket is voided for any reason, at least one copy of the ticket must be retained by both the Contractor and the Town for accounting purposes.

Each load ticket shall contain the following information:

- Pre-printed ticket number
- Assigned vehicle/equipment number
- VIN number (if, requested)
- Vehicle/equipment driver's name
- Contract number
- Contractor name

- Date
- Loading time
- Dumping time
- Maximum capacity in cubic yards
- Load size, either in tons or cubic yards
- Debris classification
- Assigned Work Zone
- Dumpsite location (DMS/final disposition site)
- Work zone monitor's signature
- Dumping site supervisor's signature (DMS/final disposition site)

The load tickets for debris hauling shall be completed upon arrival at the DMS and a new ticket initiated upon the departure of debris hauling trucks at the inspection tower(s) located at the entry/exit point for each DMS, to be completed at the final disposition site.

Initial load ticket - The original load ticket shall be initiated by the Work Zone Monitor and used to record Contractor's load information of eligible debris hauled to the DMS for storage and reduction. The work zone monitor, or an authorized Town representative, shall prepare the initial Load Ticket at the designated Work Zone(s), providing all pertinent information, including departure time, and sign the load ticket indicating that all info contained on the form is correct. The work zone monitor shall give all copies of the initial load ticket to the Contractor's hauler/driver prior to departure from the work zone.

### **3.21. Upon arrival at the DMS**

The Contractor's hauler/driver shall give all copies of the initial Load Ticket to the Town DMS Tower Inspector. The DMS Tower Inspector, or an authorized Town representative, shall visually inspect each load hauled to the DMS to verify that the contents are in accordance with the FEMA definition of Eligible Debris. The DMS Tower Inspector shall note on the Load Ticket the arrival time of the Contractor's truck/trailer. The DMS Tower Inspector and an authorized Contractor representative shall visually verify the load volume (in cubic yards) or weight (in tons, when a scale is available), recorded on the Load Ticket and any other information, including but not limited to the truck number, truck capacity and Work Zone location, as directed by the Town. The DMS Tower Inspector and the Contractor's representative shall sign and date the Load Ticket to indicate acceptance of the load and the information recorded on it. The DMS Tower Inspector shall retain one copy of the Load Ticket for the Town's records, give one copy to the hauler/driver and give the remaining copies to the Contractor's representative for the Contractor's records.

### **3.22. Final Disposition Load Ticket**

The DMS Tower Inspector shall issue a new Load Ticket for the final disposition of Eligible Debris or recyclables for loads that originate at the DMS. The DMS Tower Inspector, or authorized representative, shall initiate a Load Ticket for final disposition of disaster debris, residue, or recyclables at the DMS. The DMS Tower Inspector and the

Contractor's representative shall sign the Load Ticket, indicating that all information provided is accurate. The DMS Tower Inspector shall retain one copy of the Load Ticket for the Town's records. One copy shall be provided to the Contractor's representative in the tower, and two copies shall be given to the hauler prior to departure from the DMS. Upon arrival at the Final Disposition Site or recycling facility, the Contractor's hauler shall give the two copies to the Disposal/Recycling Site Supervisor. The Disposal/Recycling Site Supervisor shall visually validate the load volume/weight and note the dump time on the final disposition Load Ticket, retain one copy of the Load Ticket and give the remaining copy to the Contractor's hauler.

The Contractor shall submit one copy of the Load Ticket and corresponding Disposal/Recycling Site scale ticket to the Town with the daily disposal report and retain one copy for the Contractor's files. In addition to the above, when recyclable, Eligible Debris is taken to a recycling facility, broker, or end-user, the Contractor shall include the name and address of the recycling facility, broker or end-user, the amount and type of recyclable materials delivered, and the final use or product produced from the recyclable material, if known, in the daily report to the Town. The Contractor shall summarize the information from the Load Tickets of the previous day and submit an electronic Load Ticket Spreadsheet to the Town on daily basis.

### **3.23. Chipping and Grinding**

The Town has determined that chipping and grinding is the preferred method of debris reduction. Burning of debris shall not occur unless specifically authorized by the Town in writing. It is the Contractor's responsibility to dispose of the chips or mulch, at no additional cost to the Town. The Contractor shall make every reasonable effort to sell the recycled chips/mulch for use in agricultural, landscaping, fuel, paper, or wood products.

The average chip size produced shall be dependent on the needs of the end user, but typically should not exceed 4 inches in length and ½ inch in diameter. Contaminants are all materials other than wood products. Contaminants must be held to 10% or less for the chips or mulch to be acceptable. Plastics shall be eliminated completely. To help eliminate contaminants, root rake loaders should be used to feed or crowd material to the chipper/grinder. Bucket loaders are not to be used. The use of manual laborers shall be utilized to pull out contaminants prior to feeding the chipper/grinders. Shaker screens shall be used when processing stumps with root balls or when large amounts of soil are present in the vegetative, woody debris. Chips/mulch should be stored in piles no higher than 15 feet and shall meet all federal, state and local laws.

### **3.24. Portable Air Curtain Incinerators**

If burning of debris is authorized, there shall be a minimum distance of 100 feet between the portable incinerator and the nearest debris piles and a minimum distance of 1,000 feet between the portable incinerator and the nearest building, unless authorized in writing by the Town.

The Contractor must assure that the public and workers are kept a safe distance from the incinerator. The burn shall be extinguished at least two (2) hours before removal of the ash. No hazardous or contained-ignitable material is to be dumped into the incinerator. The Contractor shall ensure that the public and employees are protected from the burn operation by the use of signs, fences and other protective measures. Emissions shall meet state and federal standards for burning operations. The Contractor shall be responsible for dust control while handling ash materials. There should be one foot high warning stops running the length of the pits to alert equipment operators when they are close to the pit. Warning stops should be made of fireproof material. No hazardous or contained ignitable material shall be dumped into the pit.

Water trucks shall be provided by the Contractor and stationed at each DMS and shall be used to reduce the threat of fire from all types of debris, to dampen areas, including temporary roadways, to suppress dust from vehicles/equipment entering and leaving the DMS and to aid in suppressing fires.

### **3.25. Hazardous and/or Toxic Waste Issues**

The Contractor shall be required to construct a containment area at the DMS for hazardous and toxic waste that has been received at the DMS. This containment area shall consist of an earthen berm with a non-permeable soil liner. The hazardous and toxic waste containment area must be covered at all times with a non-permeable cover.

The Contractor shall immediately report the presence of any hazardous and toxic waste at the DMS to the Town. Hazardous and toxic waste shall be segregated from the remaining debris using a method that will allow the remaining non-hazardous and toxic waste debris to be processed. All hazardous and toxic waste debris shall be moved and placed in the designated hazardous and toxic waste containment area.

The Contractor shall abate all hazardous and toxic waste in accordance with all applicable federal, state and local laws, standards and regulations to include but not limited to 29 CFR 1910.120, 40 CFR 311 and 49 CFR 100-199. Hazardous and toxic waste abatement shall be accomplished in accordance with the Contractor's *Hazardous and toxic waste Debris Management Plan* and *Environmental Protection Plan*, which shall become part of this contract. The plan includes but is not limited to:

- i. Establishing and implementing proper handling procedures for hazardous and toxic waste, including household hazardous waste, which after a disaster may become concentrated and no longer be considered non-threatening.
- ii. Segregation and removal of hazardous and toxic waste from the debris stream prior to the recovery of other debris and sorting and additional recovery of hazardous and toxic waste within each DMS.

All recovered hazardous and toxic waste shall be removed to a proper disposal site or temporarily stored in the hazardous and toxic waste disposal areas constructed within each DMS. Hazardous and toxic waste shall be collected and removed from the DMS by the Contractor's Hazardous or Toxic Waste Recovery and Disposal personnel.

### **3.26. Contractor Hazardous and Toxic Waste Spills**

The Contractor shall be responsible for reporting hazardous and toxic waste spills to the Town and cleaning up all hazardous and toxic waste spills caused by the Contractor's operations at no additional cost to the Town. Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state and local laws and regulations. Spills, at the DMS or off site, that meet the federal reporting requirements must be reported on the Standard Spill Report to the National Response Center and to the Town immediately following discovery. A written follow-up report shall be submitted to the Town not later than seven (7) days after the initial oral report. The written spill report shall be in narrative form and at a minimum shall include the following:

- Description of material spilled (including identity, quantity, manifest number)
- Determination as to whether or not the amount spilled is EPA/State reportable
- Exact time and location of spill, including description of the area involved
- When and to whom it was reported
- Affected stream or waters
- Cause of incident
- Equipment and personnel involved
- Injuries or property damage
- Duration of discharge
- Containment procedures initiated
- Summary of all communications the Contractor has had with press, agencies, or Government officials other than Town
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue

## **4. GENERAL CONSIDERATIONS AND RESPONSIBILITIES**

### **4.1. FEMA Exclusion List**

The Contractor shall guarantee that the Contractor or sub-contractors contracted to perform Disaster Recovery Services are not currently on (or pending investigation) the FEMA list of parties excluded from federal procurement and non-procurement programs.

### **4.2. Interference**

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, county and Town governments or agencies, or of any public utilities.

### **4.3. Other Contracts / Side Work**

The Contractor shall not make any attempt to charge any resident, business or institution for work performed under this contract nor shall the Contractor or anyone employed or

subcontracted by the Contractor accept any additional monies from any resident, business or institution for work performed under this contract. The Contractor shall not solicit work from private citizens or other entities or organizations to be performed in the designated work zone during the period of this contract that would interfere with the performance of work under this contract. Under no circumstances shall the Contractor mix eligible debris hauled for the Town under this contract with eligible debris hauled for other counties or municipalities.

#### **4.4. Other Contractor(s)**

The Contractor shall not interfere with the work of other Contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility.

#### **4.5. Public Service Announcements**

The Town shall be responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor shall assist with the development of debris-based PSA(s) and information for web site postings, if requested.

#### **4.6. Contractor's Conduct**

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a Town representative. The Contractor shall supervise all employees and sub-contractors for appropriate conduct, ensuring that their employees perform work in a courteous, helpful, and impartial manner. The Contractor's employees or sub-contractors shall not exhibit any discourteous behavior or behavior that is or could be interpreted as sexual harassment, or harassment of any kind to the public, Town staff, or other Contractors. The Contractor's employees who normally and regularly come in direct contact with the public shall be clearly identifiable by name badges, nametags, or identification cards. The Contractor shall assure that its employees serve the public in a courteous, helpful, and impartial manner. The Contractor shall comply with all federal, state and local safety and health requirements.

#### **4.7. Supervision**

The Contractor is solely responsible for the means, methods, techniques, safety program and procedures employed during the course of the performance of this contract. The Contractor shall require a qualified supervisor on the work site at all times. The supervisor shall have full authority to act on behalf of the Contractor. All communications between the supervisor and the Town shall be binding to the Contractor.

**4.8. Property Damages**

The Contractor shall be responsible for property damage and personal injury to the extent caused by its actions, during the course of performance under this contract. Such damage or injury must be properly substantiated, documented and reported to the Town. The Contractor shall be responsible for conducting operations in such a manner as to minimize any damage to existing public, private and commercial property, or infrastructure. The Contractor shall be responsible for any damages caused by the negligence of its employees and sub-contractors as set out in this contract.

**4.9. Security of Debris During Hauling**

The Contractor shall be responsible for the security of debris in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted, secured, and compacted during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

**4.10. Inspection and Testing**

All debris shall be subject to adequate inspection by the Town, Town's authorized representative, or other government agency that has authority in accordance with generally accepted standards to ensure compliance with the contract and applicable federal, state and local laws. The Town shall have complete access to all work sites, DMS, and final disposal areas. In addition, the Town and the Town's authorized representatives and agents of any authorized government agency shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

**4.11. Utilizing Local Resources**

The Contractor shall give priority to utilizing resources within the Town and Beaufort County. Contract local preferences shall include, but not be limited to, procurement of services, supplies, and equipment, plus employment from the local work force, where practical.

**4.12. Licensing**

The Contractor and all sub-contractors must be duly licensed in accordance with the state's statutory requirements to perform the work.

**4.13. Permitting**

The Contractor shall be responsible for determining and obtaining what permits are necessary to perform work under the contract. Copies of all permits shall be submitted to

the Town. If burning is authorized by the Town as a method of reducing eligible debris, the Town shall assist the Contractor in obtaining a burn permit to allow air curtain incineration at the DMS. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or any sub-contractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Town.

#### **4.14. Geographic Assignment**

The geographic boundary for work by the Contractor's crews shall be directed by the Town and will be limited to properties located within the Town's legal boundaries, unless the emergency push is needed elsewhere to access the Town limits.

### **5. REPORTS, CERTIFICATIONS, AND DOCUMENTATION**

#### **5.1. Reports**

The Contractor shall submit periodic written and digital reports to the Town detailing the progress of debris removal and disposal. The Contractor shall provide the Town's project manager debris operation reports at the time and location provided by the Town's project manager. These reports may include, but are not limited to daily reports and weekly summary reports.

#### **Daily Reports**

Commencing with the issuance of a Task Order, the Contractor shall submit a daily report (both digital and hard copy formats) to the Town which shall outline an action plan, indicating estimates of eligible debris collection/transportation and debris reduction with a one, two, and seven day forecast which completely describes the Contractor's operations conducted that day. The daily reports shall detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers and mulching machines in operation. The Contractor will also report any damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

The daily report shall contain, at a minimum, the following information:

- Contractor's Name
- Project Manager or person responsible for the report
- Contract Number
- Date of work performed
- Sub-contractor's Name(s)

- Work Zone Crew (total number of personnel and vehicle/equipment in operation that day)
- Employee daily time tickets, for hourly rates if needed
- Location of Work Zone
- Location of DMS
- Daily and cumulative totals of debris collected
- Daily and cumulative totals of debris processed, to include method(s) of processing, by debris category
- Daily estimate of hazardous and toxic waste segregated, and cumulative amount of hazardous and toxic waste placed in the designated holding area
- Copies of Load Tickets for day
- Copies of Damage Reports and Resolutions
- Any inspections conducted by federal, state or local government agencies
- Any damages to private property caused by Contractor operations
- Any problems encountered or anticipated

### **Weekly Summary Report**

A summary of all information contained in the daily reports shall be provided to the Town in a format acceptable to the Town.

### **5.2. Truck Tickets / Debris Load Forms**

The debris reporting ticket(s) will be identified in the Town's Debris Management Plan as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

### **5.3. Final Project Closeout**

At completion of work performed under this contract, the Contractor shall prepare and submit a detailed description of all eligible debris collection and transportation activities conducted, including but not limited to, total volume of debris collected and hauled; a detailed description of all debris reduction activities conducted, including but not limited to, total volume of debris received and loaded for final disposition, by category; the total cost of the project; any lessons that may have been learned for improving operations in the future; and any other additional information or recommendations as may be necessary to adequately document the conduct of debris management operations.

#### **5.4. Report Maintenance**

The Contractor will be subject to audit by federal, state and local agencies pursuant to this contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years. All reporting documents shall be maintained in a PDF digital format or other as acceptable to the Town.

#### **5.5. Contract File Maintenance**

The Contractor will maintain this contract and the invoices that are generated for the contracted services for a period of three (3) years or the period of standard record retention of the Town, whichever is longer.

#### **5.6. Records Ownership**

Any and all Contractor documents, records, disks, original drawings, photos, videos or other information shall become the property of the Town for its use or distribution as may be deemed appropriate by the Town.

#### **5.7. Record Retention**

The Contractor shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this contract. Furthermore, the Town shall have access to such books, records, documents, and photographs as required in this contract for the purpose of inspection or audit. This provision shall extend three (3) years beyond the term of this contract or an extension thereto.

### **6. ADDITIONAL SERVICES**

#### **6.1. Additional services to be provided to the Town at additional cost.**

Additional services may be desired during the term of the contract. The Town and Contractor shall agree upon the scope of work, fees, and timeframe for the additional services at the time when the service is requested by the Town. When applicable, the fee for additional services shall be computed using the unit cost and hourly rate schedule in Exhibit "C". For services and materials not listed in Exhibit "C", these costs shall be negotiated. The scope of work, fees, and timeframe for the completion of services shall all be agreed upon as a written amendment to this contract before commencement of any additional services by the Contractor.

The Contractor shall perform potential additional services, including but not limited to the services listed below:

- **Marine Debris Removal**—The Contractor shall clear canals and waterways of marine debris only as identified and directed by the Town and requires the removal of debris which poses a hazard to navigation or a potential hazard to navigation, or may obstruct or impede the flow of storm water runoff through the drainage conveyance system. This includes submerged or partially submerged debris or that which is placed on the shoreline in such a manner that it is subject to becoming a submerged or partially submerged hazard.
- **Pond / Canal Dredging** – The Contractor shall remove sediments from the storm water conveyance system, specifically ponds and canals, as necessary to remove obstructions to flow of water.

#### **6.2. Additional Services to be provided to the Town at no cost to the Town**

The Contractor shall offer the following additional services AT NO ADDITIONAL COST TO THE TOWN:

- Pre-Event Training and Technical Assistance
- Debris Management Plan Review and Comment
- Preliminary Ground Level Damage Assessment
- Preliminary Aerial Damage Assessment
- Mobilization and Demobilization
- Mobile Command Unit
- Temporary Storage of Documents
- Debris Planning Efforts
- Reporting and Documentation

#### **Pre-Event Training and Technical Assistance**

The Contractor shall provide pre-event, disaster recovery technical assistance to Town Staff and agents. This service shall include a field review of those sites recommended by the Town as Debris Management Sites, (DMS). The Contractor will prepare a prioritized list of preferred DMS along with conceptual layout plans depicting access, internal circulation and the location of the operational elements of debris reduction at each location. The Town will provide site information including tax parcel data, location, topography, and aerial photography in digital format for the Contractors use. The Contractor shall provide pre-event, disaster recovery technical training to Town Staff and agents on a regular basis. This training shall be provided at a minimum on an annual basis for each year of the contract.

#### **Debris Management Plan Review and Comment**

Each year of the contract, the Contractor shall provide a comprehensive review of the Town's Debris Management Plan and offer written comments and recommendations by April 1 of each year. The comments shall consider logistics, operations, Debris

Management sites, policies and ordinances, and any other issues that may affect the work of the Contractor.

#### **Preliminary Ground level Damage Assessment**

Upon request from the Town before a written Task Order is issued, the Contractor shall provide a qualified, authorized representative to accompany the federal, state and/or local Preliminary Damage Assessment team responsible for determining the ground level impact and magnitude of the disaster event before federal assistance is requested. In addition, the Contractor shall assist Town personnel in identifying damaged locations and facilities, distinguishing between previous damage and disaster-generated damage, and documenting eligible costs, describing the physical and financial impact of the disaster.

#### **Preliminary Aerial Damage Assessment**

Upon request from the Town, and before a written task order is issued, the Contractor will provide a qualified, authorized representative, along with the pre-arranged use of a helicopter (including a pilot) for an aerial determination of the impact and magnitude of the disaster event before federal assistance is requested. This service shall also be available for the first thirty (30) days following an event, and shall be provided at no cost to the Town. The Town shall support FEMA reimbursement for the aircraft should funding for the service be available, but FEMA funds collected shall be payment in full with no payment due from the TOWN for the service. In addition, the Contractor shall assist Town personnel in identifying damaged locations and facilities, distinguishing between previous damage and disaster-generated damage, and documenting eligible costs, describing the physical and financial impact of the disaster.

#### **Mobilization and Demobilization**

All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Service contained herein shall be made by the Contractor.

#### **Mobile Command Unit**

The Contractor shall provide a mobile command unit for the Town's debris recovery management personnel to use as a field operations command center.

#### **Temporary Storage of Documents**

The Contractor shall provide for storage of disaster-related documents and reports for protection during the disaster event (both digital and hard copy).

### **Debris Planning Efforts**

The Contractor shall assist in all disaster debris recovery planning efforts as requested by the Town. These planning efforts shall include but not be limited to development of a debris management plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance immediately following event.

### **Reporting and Documentation**

The Contractor shall provide and submit to the Town all reports and documents (both digital and hard copy formats) as may be necessary to adequately document the Debris Recovery Services.

## **7. Basis of Compensation**

The following shall govern costs for services to be provided by Contractor to the Town upon issuance to the Contractor of a written Notice to Proceed. Costs denoted by an hourly dollar amount represent an hourly rate for personnel and/or equipment services. Costs denoted by a unit price other than an hourly rate denote the cost per unit specified to provide the appropriate services of debris removal. The Contractor be responsible for payment pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this Contract.

### **7.1. Debris Removal**

Measurement and payment for:

- A. Gathering, pick-up and hauling vegetative debris (green waste) to DMS;
- B. Gathering, pick-up and hauling construction and demolition (C&D) debris to disposal site;
- C. Gathering, pick-up, processing and hauling white goods to disposal site;
- D. Processing of vegetative debris (green waste) at DMS.

The Contractor will not be compensated for disposing of any material not defined as eligible debris in the FEMA 325, Public Assistance Debris Management Guide, unless expressly directed to dispose of the materials by the Town. The Contractor and the Town will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris and has not been requested to be removed by the Town, the Contractor will be ordered to deposit the load at an alternate location; no payment will be allowed for that load, and the Contractor will not invoice the Town for such loads.

For each load of eligible debris picked up, hauled and processed, a record of the measurement units will be recorded by the Contractor on numbered tickets supplied by

the Contractor. The Contractor shall make copies of each load ticket available to the Town's designee at each DMS. Each invoice shall contain verification of each load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts.

The Town may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal tickets which the Town disputes will be returned to the Contractor, within five (5) working days of invoice date, for additional clarification prior to approval and payment of those tickets. The Contractor shall receive the unit weight (per ton) or unit volume (cubic yard) price set forth in the Unit Cost and Hourly Rate Schedule (Exhibit C) for the material from public property that is gathered, picked up, hauled to a disposal site by the Contractor. The Contractor shall receive the unit price for the processing of all debris.

#### **7.2. Hazardous Materials**

Large quantities of hazardous materials, not considered household hazardous waste, may be identified by the Contractor and the Town. The Town shall have the option of providing written authorization to the Contractor for clean-up of the hazardous materials. The Contractor shall invoice the Town based on the established rate schedule, which is included within the contract, Unit Cost and Hourly Rate Schedule (Exhibit C). The Contractor's proposed rate schedule for such services which are not provided for within the contract shall be negotiated as the need arises.

#### **7.3. Tree Hazard Abatement including Hazardous Limbs and Stumps**

The removal and hauling of hazardous stumps is a unique process requiring specialized equipment. As such, this process requires a unique documentation and costing. Each stump will be measured by the Town and Contractor's inspector assigned, at a height of two (2) feet above normal ground level, to determine the diameter of the trunk. Once the diameter is established, the stump will be physically numbered by the best means available, photo documented by the Town and recorded by the inspectors on a specific record provided by the Contractor. Hazardous limbs (a.k.a. "hangers") shall be removed or pruned according to ANSI A300 standards and paid for by the tree, not the limb. The Contractor shall invoice the Town based on the established rate schedule, which is included within the contract, Unit Cost and Hourly Rate Schedule (Exhibit C).

#### **7.4. Ancillary Equipment and Services**

The Town may have need for certain ancillary equipment and services such as temporary housing, mobile kitchen facilities, catering services, generators, etc. The Town shall have the option of providing written authorization to the Contractor to provide said equipment and/or services as Additional Services. The Contractor shall invoice the Town based on an established rate schedule, which shall be an addendum to the Unit Cost and Hourly Rate Schedule (Exhibit C).

**7.5. Unit Price/Service Negotiations**

Unknown and/or unforeseen events or conditions may require an adjustment to Exhibit C, the stated unit prices and/or hourly rates. Any amendments, extensions, or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the Town and the Contractor.

**EXHIBIT C****UNIT COST and HOURLY RATE SCHEDULE****RFP - 2008-42 DISASTER DEBRIS REMOVAL AND RECOVERY SERVICES****CROWDER GULF - UNIT COST AND HOURLY RATE SCHEDULE**

<b>ITEM</b>	<b>DESCRIPTION OF SERVICE</b>	<b>UNIT</b>	<b>COST</b>
1	Mobilization and Demobilization (See NOTE 4)		
2	Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Site (DMS) IF TOTAL VOLUME IS LESS THAN 1,000,000 CY	CY	\$6.60
2-A	Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Site (DMS) IF TOTAL VOLUME IS GREATER THAN 1,000,000	CY	\$6.50
3	Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site (NOTE 1 & 2)	CY	\$3.40
4	Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site (NOTE 1 & 2)	CY	\$8.50
5	Sand Screening: Retrieving, hauling, screening (1.0 inch opening), spreading clean sand on beaches	CY	\$7.00
6	Management of TDSRS	CY	\$1.00
7	Processing (Grinding/Chipping) of Debris at TDSRS or Final Disposal Site	CY	\$2.50
7-A	Processing (Burning) of Debris at TDSRS or Final Disposal Site	CY	\$1.90
8	Removal of reduced Debris at TDSRS to Final Disposal Site	CY	\$4.00
8-A	Barge Service for removal of reduced debris to Final Disposal Site	DAY	TBD
9	Pick Up and Haul of White Goods to Disposal Site within County (NOTE 1)	UNIT	\$35.00
10	Pick Up and Disposal of Hazardous Material	LB	\$3.00
11	White-good Management (Non-Freon) - Pick-up and Disposal to Town owned TDSRS	UNIT	\$25.00
12	White-good Management (Freon) - Pick-up and Disposal to Town owned TDSRS	UNIT	\$75.00
13	Dead Animal Collection, Transportation and Disposal	LB	\$1.00
14	Hazardous Limbs	TREE	\$65.00
15	Debris Removal from water bodies (bays, rivers, streams, canals, lakes)	CY	\$70.00
16	Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way)	CY	\$7.00

17	Boat Removal from Right-of-Way	EA	\$500.00
18	Car / Truck removal from Right-of-Way	EA	\$250.00

**Hazardous Stump Removal, Hauling, and Disposal**

19	24 inch diameter to 47.99 inch diameter	STUMP	\$200.00
20	48 inch diameter and greater	STUMP	\$250.00
20-A	Clean Fill Dirt	CY	TBD

**Hazardous Tree Removal, Hauling, and Disposal**

21	6 inch diameter to 11.99 inch diameter	TREE	\$0.00
22	12 inch diameter to 23.99 inch diameter	TREE	\$0.00
23	24 inch diameter to 47.99 inch diameter	TREE	\$200.00
24	48 inch diameter and greater	TREE	\$250.00

The following items shall be billed on a time and material basis according to the schedules on the following pages:

25	Emergency Road Clearance	N/A	
26	Demolition of Structures	N/A	
27	Drainage / Culvert repairs	N/A	
28	Pre-event training for Client personnel	N/A	

- NOTES:**
1. Tipping fee at final disposal site(s) will be the responsibility of the TOWN of Hilton Head Island.
  2. This price is for a maximum haul distance of 40 miles. For all mileage in excess of 40 miles, add \$0.09 per cubic yard per mile.
  3. For a multi-year contract, the prices shown above would be adjusted on the anniversary date of the contract according a percentage equal to the percent change in the Consumer Price Index as published U.S. Department of Labor, Bureau of Labor Statistics.
  4. In the event pre-staging of equipment is required before landfall, a portion of the mobilization will be paid, dependent upon the number of crews staged; this amount will be \$1,000 per crew. Typical crew makeup is as follows: foreman, saw man, laborer and rubber tire loader/backhoe/skid steer loader.
  5. All prices reflected as TBD will be determined at best available price at time of need.

**EQUIPMENT and LABOR RATES**

**The position titles listed here must match the position titles in the official org chart**

Personnel / Labor	Unit	
Operations Supervisor (with cell phone, computer, and pickup truck)	Hour	\$54.00
Crew Foreman (with cell phone, and pickup truck)	Hour	\$48.00

Equipment Operator	Hour	\$40.00
Truck Driver	Hour	\$40.00
Traffic Control (Flag Person)	Hour	\$28.00
Laborer – with Chain Saw	Hour	\$32.00
Laborer - with Small Tools	Hour	\$28.00

### Hourly Pricing for Equipment

<b>If equivalent equipment is proposed, provide description (make/model)</b>	<b>Unit</b>	
Air-Curtain Incinerator – Self-Contained System	Hour	\$58.00
Tub Grinder (800-1,000 HP)	Hour	\$475.00
JD 544 Wheel Loader with debris grapple	Hour	\$120.00
JD 644 Wheel-Loader with debris grapple	Hour	\$130.00
Bucket Truck (with 50' – 60' Arm)	Hour	\$135.00
Extended boom Forklift with debris grapple	Hour	\$95.00
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$75.00
753 Bobcat Skid Steer Loader with bucket	Hour	\$65.00
753 Bobcat Skid Steer Loader with street sweeper	Hour	\$75.00
30 - 50 HP Farm Tractor with box blade or rake	Hour	\$45.00
2-2.5 Cu. Yd. Articulated Loader with bucket	Hour	\$100.00
3.0-4.0 Cu. Yd. Articulated Loader with bucket	Hour	\$120.00
JD 648E Log Skidder, or equivalent	Hour	\$120.00
CAT D4 Dozer	Hour	\$70.00
CAT D5 Dozer	Hour	\$125.00
CAT D6 Dozer	Hour	\$125.00
CAT D7 Dozer	Hour	\$170.00
CAT D8 Dozer	Hour	\$170.00
950 Front End Loader	Hour	\$120.00
966 Front End Loader	Hour	\$125.00
980 Front End Loader	Hour	\$130.00
JD 690 Trackhoe with debris grapple	Hour	\$120.00
JD 690 Trackhoe with bucket & thumb	Hour	\$105.00
JD 310 Rubber Tire Backhoe	Hour	\$65.00
Rubber Tire Backhoe with debris grapple	Hour	\$125.00
Rubber Tired Excavator with debris grapple	Hour	\$120.00
210 Prentiss Knuckle-boom with debris grapple	Hour	\$135.00
Self-Loader Scraper (Cat 623 or equivalent)	Hour	\$195.00
Hand-Fed Debris Chipper	Hour	\$35.00
30-60 Ton Crane	Hour	\$150.00

61-90 Ton Crane	Hour	\$200.00
100 Ton Crane (8 hour minimum)	Hour	\$250.00
Service Truck	Hour	\$60.00
Water Truck	Hour	\$70.00
Portable Light Plant	Hour	\$19.00
Equipment Transports	Hour	\$90.00
Pickup Truck	Hour	\$6.00
Flatbed Truck	Hour	\$50.00
Low-Boy Tractor Trailer for equipment transport	Hour	\$90.00
Water Truck	Hour	\$70.00
Service Truck for Heavy Equipment	Hour	\$60.00
Self-loading Dump Truck with knuckle-boom and debris grapple	Hour	\$132.00
Dump Truck, 5 - 12 Cu. Yd. Capacity	Hour	\$35.00
Dump Truck, 16 - 20 Cu. Yd. Capacity	Hour	\$55.00
Dump Truck, 21-40 Cu. Yd. Capacity	Hour	\$60.00
Trailer Dump Truck, 41-60 Cu. Yd.	Hour	\$75.00
Trailer Dump Truck, 61 - 90 Cu. Yd.	Hour	\$95.00
Power Screen	Hour	\$160.00
Stacking Conveyor	Hour	\$35.00
Off Road Trucks	Hour	\$110.00
Generator With Lighting	Hour	\$26.00
Motor Grader with 12' Blade - CAT125 or equivalent	Hour	\$100.00
Hydraulic Excavator, 1.5 Cu. Yd. Capacity	Hour	\$80.00
Hydraulic Excavator, 2.5 Cu. Yd. Capacity	Hour	\$90.00
Soil Compactor – up to 80 HP	Hour	\$60.00
Soil Compactor – greater than 80 HP	Hour	\$50.00
Temporary Office Trailer	Day	\$50.00
Mobile Command and Communications Center Trailer	Day	\$0.00

**Unit Pricing for Hazardous Materials Remediation and Abatement**

**Hourly Pricing for Hazardous Materials Remediation and Abatement  
Equipment Description**

**If equivalent equipment is proposed, provide description (make/model)**

PERSONNEL	Hour	
Project Coordinator	Hour	\$70.00
HAZ-MAT Field Manager	Hour	\$70.00
HAZ-MAT Containment Area Manager	Hour	\$60.00
Field Project Supervisor	Hour	\$50.00
HAZ-MAT Area Supervisor	Hour	\$50.00
HAZ MAT Field Foreman	Hour	\$40.00
HAZ-MAT Containment Area Foreman	Hour	\$55.00
HAZ-MAT Field Technician	Hour	\$45.00

HAZ-MAT Containment Area Technician	Hour	\$50.00
Health and Safety Specialist	Hour	\$55.00
Project Engineer	Hour	\$70.00
Project Geologist	Hour	\$70.00
Chemist	Hour	\$65.00
Regulatory Manager	Hour	\$80.00
Equipment Operator	Hour	\$40.00
Asbestos Abatement Supervisor	Hour	\$55.00
Asbestos Abatement Laborer	Hour	\$45.00
Asbestos Inspector	Hour	\$50.00
Truck Driver	Hour	\$40.00
Administrative Assistant	Hour	\$35.00

### Hourly Pricing for Equipment

If equivalent equipment is proposed, provide description (make/model)

Pickup Truck	Day	\$55.00
Box Truck	Day	\$60.00
Passenger Car	Day	\$30.00
20' Response Trailer	Day	\$200.00
36' Response Trailer	Day	\$300.00
Office Trailer	Day	\$50.00
Flatbed Trailer	Day	\$50.00
Vehicle Use – Pickup Trucks, Vans, Cars	Mile	\$0.00
Vehicle Use – Heavy Trucks	Mile	\$0.00
12' Work Boat (with Motor)	Day	\$100.00
12' Work Boat (without Motor)	Day	\$25.00
Vacuum Truck - 3500 GAL	Day	\$240.00
Personal Protective Equipment (PPE)	Day	\$0.00
Level A – Employee Fully Encapsulated Suit, SCBA, 1 SCBA Bottle, Boots, Hard Hat, and Gloves (does not include replacements of suit, boots, or gloves )	Day	\$300.00
Level B – Employee Protective Coveralls, SCBA or Airline Respirator, Gloves, Hard Hat (does not include replacements of coveralls, cartridges or gloves )	Day	\$100.00
Level C – Employee Protective Coveralls, Half or Full Face Respirator and Cartridges, Hard Hat, and Gloves (does not include replacements of coveralls, cartridges or gloves )	Day	\$40.00
Air Filtration Panel	Day	\$40.00
Airline Respirator (including at least 150' of airline)	Day	\$150.00
Respirator Airline - 50' Section	Each	\$2.00
Respirator Cartridges	Each	\$20.00
Level A Suit = Kappler Responder or Equivalent	Each	\$450.00
Level B Suit = Kappler Responder or Equivalent	Each	\$200.00

Tyvek	Each	\$20.00
Proshield	Each	\$90.00
Saranex	Each	\$18.00
Acid Suit	Each	\$90.00
Rain Suit	Each	\$30.00
Neoprene Gloves PAIR	Pair	\$7.00
Nitrile Gloves	Pair	\$10.00
Silvershielded Gloves	Pair	\$10.00
PVC Gloves	Pair	\$5.00
Cotton or Latex Gloves	Pair	\$1.20
Leather Work Gloves	Pair	\$7.00
PVC Boots (HAZMAX)	Pair	\$5.00
Boot Covers	Pair	\$5.00
Hearing Protection	Pair	\$2.00
High Hazard Personnel Decontamination	Day	\$20.00/kit
Low Hazard Personnel Decontamination	Day	\$8.00/kit
Portable Eye Wash Station	Day	\$50.00
First Aid Station	Day	\$0.00
Personnel Retrieval System	Day	\$40.00
Personnel Retrieval Harness	Day	\$24.00
Disaster Recovery Monitoring/Sampling Equipment	Day	\$100.00
Combustible Gas Indicator	Day	\$75.00
Toxic Gas Detector	Day	\$130.00
Photo-ionization Detector	Day	\$75.00
HAZCAT Kit	Day	\$40.00/kit
Detector Tubes (10-Pack)	Day	\$18.00 ea.
PH Paper Pack	Day	\$15.00 box
Spill Classifier Strip	Day	\$10.00 ea.
Personnel Air Sampling Pump	Day	\$50.00
Asbestos Bulk Sample	Each	\$200.00
Hand Auger (Stainless Steel)	Day	\$8.00
Mechanized Broom Truck	Hour	\$50.00
Backhoe	Day	\$460.00
Backhoe – Extended Arm	Day	\$580.00
Trackhoe 490 OR Equivalent	Day	\$780.00
Bulldozer DR or Equivalent	Day	\$620.00
12 TON LowBoy	Day	\$200.00
50 TON LowBoy	Day	\$720.00
Skid Steer (Bobcat(35.00/HOUR AFTER 8)	Day	\$520.00
Dump Truck	Hour	\$65.00

Hand Operated Transfer Pump	Day	\$8.00
1" Diaphragm Pump	Day	\$120.00
2" Diaphragm Pump	Day	\$120.00
2" Diaphragm Pump - SS	Day	\$240.00
3" Diaphragm Pump	Day	\$112.00
1" Suction or Discharge Hose	Day	\$8.00
2" Suction or Discharge Hose	Day	\$12.00
3" Suction or Discharge Hose	Day	\$16.00
2" Chemical Suction or Discharge Hose	Day	\$16.00
3" Chemical Suction or Discharge Hose	Day	\$20.00
Small Compressor	Day	\$96.00
185 CFM Compressor	Day	\$200.00
Air-hose Section	Day	\$24.00
Miscellaneous Small Equipment	Day	\$20.00
Portable Light Plant	Day	\$160.00
4000-5000 WATT Generator	Day	\$240.00
Electrical Power Cord (50')	Day	\$0.00
Spike Bar	Day	\$25.00 ea.
Airless Sprayer	Day	\$24.00
Pressure Washer	Day	\$100.00
Water Hose Section (Garden type) EACH	Each	\$0.00
Cutting Torch	Day	\$16.00
Wire Welder	Day	\$40.00
Air Blower	Day	\$24.00
HEPA Vacuum	Day	\$200.00
Barrel Cart	Day	\$0.00
Wheelbarrow	Day	\$0.00
Oil-Dry Material	Day	\$16.00
Traffic Control Vests, Cones, Barrels, Flags, Hand-held Lights	Day	\$10.00
Drill with Bits	Day	\$40.00
Grounding Cable and Rod	Day	\$8.00
Circular Saw	Day	\$2.00
Hand Tools (shovel, broom, rake, hoe, saw, etc – per employee)	Day	\$2.00
Tool Box - Hammers, Pliers, Screwdrivers, Wrenches, Sockets, Channel Locks, etc.	Day	\$0.00
Step Ladders	Day	\$1.00
Extension Ladders	Day	\$1.00
Camera / Photographic Equipment	Day	\$5.00
Porta-John Toilet	Day	\$10.00

Flashlights	Each	\$0.00
Hand-Held Radios	Day	\$0.00
Decontamination Charge for ALL vehicles and Equipment (to a maximum of \$2000 per event)	Day	\$500.00

**Unit Pricing for Disposable HAZ-MAT Materials and Equipment  
If equivalent equipment is proposed, provide description**

5" X 10' Absorbent Boom – for Petroleum	Each	\$60.00
8" X 10' Absorbent Boom – for Petroleum	Each	\$100.00
3' X 12' Absorbent Boom – Universal	Each	\$30.00
Absorbent Pads – Bundle	Each	\$70.00
Absorbent Clay Bag	Each	\$30.00
Oil Dry	Each	\$10.00
Peat Moss	Each	\$10.00
Vermiculite	Each	\$30.00
Soda Ash Bag	Each	\$20.00
4 MIL 20 X 100 Polyethylene Roll	Each	\$10.00
6 MIL 20 X 100 Polyethylene Roll	Each	\$10.00
6 MIL Bags	Each	\$20.00
Duct Tape Roll	Each	\$4.00
55- GALLON Drums	Each	\$30.00
55- GALLON Drum Liners (10 MIL)	Each	\$5.00
Fiber Drums	Each	\$30.00
30-GALLON Overpack	Each	\$40.00
95 GALLON Poly Overpack	Each	\$125.00
DOT HAZARDOUS WASTE Labels	Each	\$0.00
Fire Extinguisher	Each	\$0.00
Caution / Hazard Tape (50' Roll)	Each	\$8.00
Respirator Wipes	Each	\$5.00
Kappler Tape Roll	Each	\$10.00

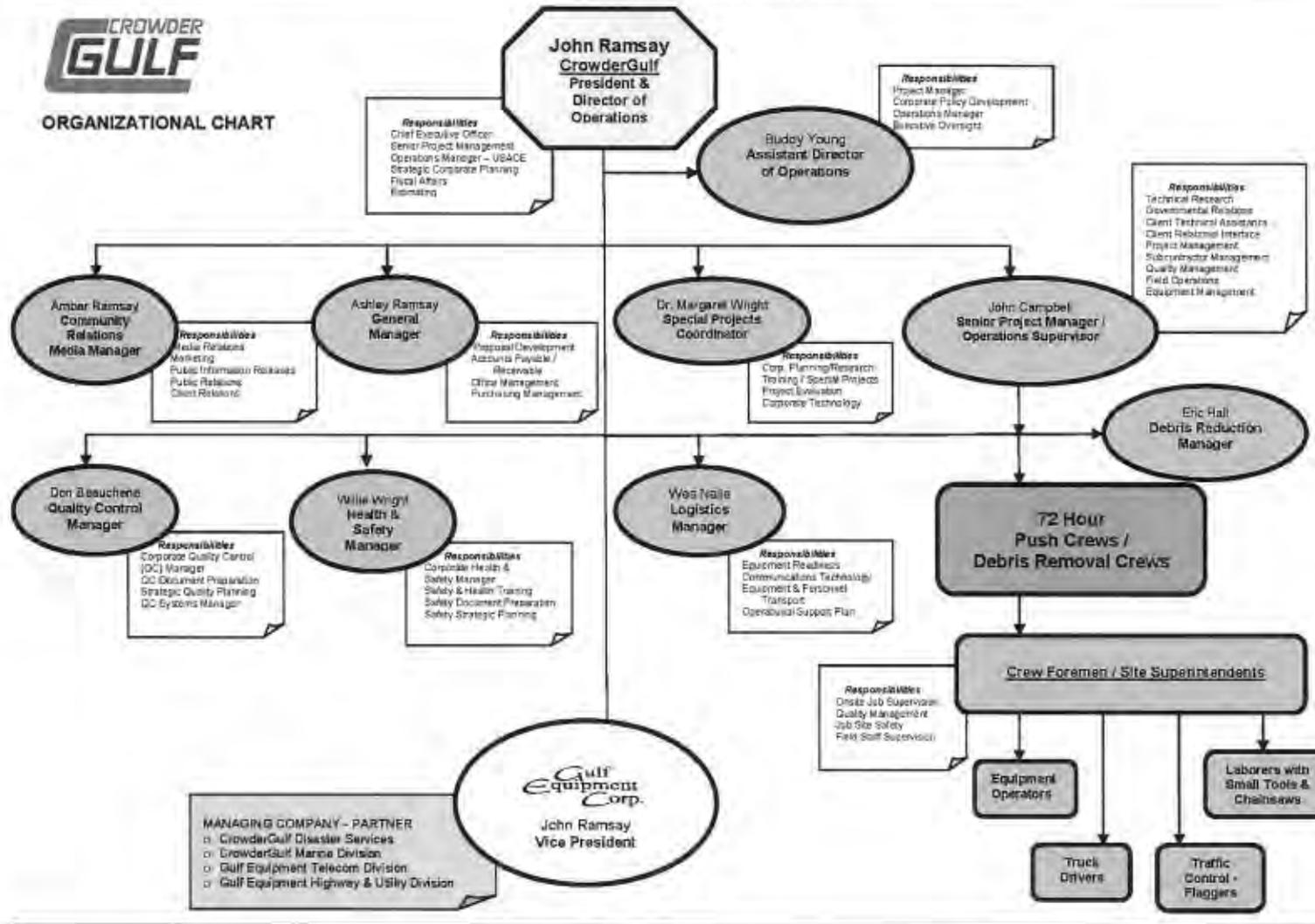
**EXHIBIT D**

**CROWDER GULF ORGANIZATIONAL CHART**

**CrowderGulf**  
RFP # 2008-42 Debris Removal Services  
Town of Hilton Head Island, South Carolina



**ORGANIZATIONAL CHART**



**EXHIBIT E****CONTRACTOR VEHICLE AND EQUIPMENT LIST****EQUIPMENT**

**Company Owned Equipment** We currently maintain a large inventory of company-owned equipment. A percentage of this inventory is debris specific and is immediately available for response to a disaster. Company-owned equipment will be dispatched to the disaster area immediately upon receipt of a Notice to Proceed. The following is a partial list of company-owned equipment available for use in any debris operation:

• 16 yard – 24 yard Dump Trucks	143
• 30 yard – 50 yard Dump Trucks	40
• Rubber Tire Loaders (equipped with debris handling grapples)	16
• Rubber Tire and Track Equipped Excavators (with buckets and grapples)	10
• Knuckle Booms	4
• Self Loading Knuckle Boom Trucks	12
• Pick-Up Trucks (equipped with portable phones for Foremen)	10
• Service Trucks	8
• Skid-Steer Loaders (equipped with buckets and grapples)	10
• Self-Loading Trucks – 30 – 100 cubic yards	10
• Diamond Z 14' Tub Grinders	6
• Air Curtain Incinerators	9

We have active accounts with major national equipment rental companies to supplement our equipment needs as necessary (i.e. Caterpillar, John Deere, United Rental, Sunbelt, etc.).

**Subcontractor Equipment** As the successful bidder we intend to utilize subcontractors for a percentage of debris operations. In compliance with 44 CFR 206.10, it is our policy to utilize available qualified local subcontractors to the greatest extent possible. We have large and small subcontractors who have committed the following equipment and manpower to our disaster operations:

<b>Equipment Summary</b>		<b>Manpower Summary</b>	
Dump Trucks	4088	Project Managers	50
Self Loaders	1008	Superintendents & Foremen	117
Wheel Loaders	870	Drivers/Operators	8884
Skid Steer Loader	1380	Workers	571
Excavators	727		
Knucklebooms	656		
Trackhoes	214		
Backhoes	235		
ACIs	57		
Tub Grinders	148		

*A list of Subcontractors from SC, NC and GA have been provided, other area lists may be made available upon request.*

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

ADDENDUM # 1 TO  
TOWN / CROWDER-GULF  
AGREEMENT – DEBRIS REMOVAL

WHEREAS, an Agreement (C44-2009) was made and entered into in August, 2009 between the Town of Hilton Head Island (hereinafter called “Town”) and Crowder Gulf (hereinafter called “Contractor”); and

WHEREAS, Crowder Gulf entered into an Agreement with the Town for the purpose of collecting, reducing, and removing disaster storm debris; and

WHEREAS, The Town seeks to amend the Agreement’s scope of services and fee schedule to provide for the Contractor’s pre-staging of personnel and equipment;

NOW, THEREFORE, the “Town” and “Contractor” hereby mutually agree that the agreement shall be amended as follows:

**Article 1: Pre-Event Staging**

Per the original Agreement (C44-2009), Exhibit B, Scope of Services, section 2.1, the Contractor agrees to:

Pre-stage equipment and personnel necessary for the emergency push prior to the event when contacted by the Town. If the event is forecasted to be a Hurricane Category 1 – 3, the Contractor shall pre-stage one (1) push team at three (3) designated locations in the Town, for a total of three teams. The pre-event staging of personnel shall only occur if deemed safe and practical by the Town and the Contractor based on the anticipated event. These locations are identified below:

- Emergency Operations Center (EOC) or Fire Station 5
- Fire Station 4
- Fire Station 7

The Town may choose different locations if it determines a location to better serve the Town.

The three (3) push teams shall each contain at a minimum, one (1) supervisor, one (1) chainsaw crew, and one (1) skid steer loader with a front end loader equipped with a grapple and bucket. In addition to personnel and equipment, the Contractor shall be fully self-sufficient, providing the fuel and necessary supplies to complete the work in accordance with the contract. The Contractor’s primary point of contact (project manager) shall be assigned to the Town’s EOC. In addition, the Contractor shall pre-stage approximately fifty (50) pieces of equipment suitable for the initial push operations and fifty (50) personnel convenient to USC-Beaufort (New River Campus) if the event is anticipated to be a Hurricane Category 1 – 3. The Contractor shall place a representative in the Town Command Center at USC-Beaufort.

If the event is forecasted to be a Hurricane Category 1 – 3, it is agreed that the three (3) push teams and equipment will be mobilized for two days for a total price of \$12,000. Any

additional days of pre-event staging of the push teams will be at a rate of \$1,000 / day for each team.

If the event is anticipated to be a Hurricane Category 4 or 5, the Contractor shall pre-stage three (3) push teams, containing at least one (1) supervisor, one (1) chainsaw crew, and one (1) rubber tire loader or skid steer loader, in addition to the approximately fifty (50) pieces of equipment and fifty (50) personnel at a location convenient to Barnwell High School located in Barnwell County, SC. The mobilization costs from Agreement (C44-2009) shall apply at \$1,000 / day for each team. All equipment and personnel rates from Agreement (C44-2009) shall apply once the event occurs.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures hereto the date first written herein above.

**WITNESSES:**

Melinda Kohale  
Wally Hall

Karen Okroy  
P.E. Hulbert

**CROWDER GULE INC.**

By: [Signature]  
Its: PRCS

**TOWN OF HILTON HEAD ISLAND**

By: [Signature]  
Stephen G. Ailey, AICP  
Its: Town Manager

STATE OF SOUTH CAROLINA

)

C44-2009

)

ADDENDUM # 2

COUNTY OF BEAUFORT

)

NEPA Compliance

Federal-Aid Construction Contract Provisions

WHEREAS, an Agreement (C44-2009) was made and entered into on August 7, 2009 between the Town of Hilton Head Island (hereinafter called "Town") and Crowder-Gulf (hereinafter called "Contractor"); and

WHEREAS, Crowder-Gulf entered into an Agreement with the Town for the purpose of collecting, reducing, and disposing of disaster related debris; and

WHEREAS, The Town seeks to amend the Agreement to require the contractor to comply with federal guidelines set forth in the National Environmental Policy Act (NEPA) of 1969 and the provisions of FHWA 1273;

NOW, THEREFORE, the "Town" and "Contractor" hereby mutually agree that the agreement shall be amended as follows:

**Article 1: NEPA Compliance**

The Contractor shall be in compliance with the requirements of the National Environmental Policy Act (NEPA) of 1969.

**Article 2: Federal-Aid Construction Contract Provisions**

The Contractor shall comply with the provisions required for Federal-Aid construction contracts, as stated in FHWA 1273 (Exhibit A).

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written herein above.

WITNESSES:

Melinda Kohala  
Wesley Nail

Samuel Dyer  
Rachel Dyer

CROWDER-GULF, INC.

By: [Signature]

Its: PRESIDENT

TOWN OF HILTON HEAD ISLAND

By: [Signature]  
Stephen G. Riley, CM

Its: Town Manager

**EXHIBIT A**

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS  
FHWA 1273**

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

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**ATTACHMENTS**

- A. Employment Preference for Appalachian Contracts  
(included in Appalachian contracts only)

**I. GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**II. NONDISCRIMINATION**

(Applicable to all Federal-aid construction contracts and to all

related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed

in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for

minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA

each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, limecloaks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

#### 2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

#### 3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

**a. Apprentices:**

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

**b. Trainees:**

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour

Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**c. Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

**5. Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**8. Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

**9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

## V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

### 1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

### 2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made

either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of

a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

#### VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality,*

*quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

#### X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

#### XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

##### 1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this

transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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#### **2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and

frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR  
APPALACHIAN CONTRACTS**  
(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification,

(c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

MEMORANDUM

**TO:** Public Facilities Committee

**FROM:** Parks and Recreation Commission

**VIA:** Scott Liggett, Director of Public Projects and Facilities / Chief Engineer

**DATE:** February 28, 2012

**RE:** **Proposed Memorandum of Understanding–Island Recreation Association**

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**Recommendation:** The Parks and Recreation Commission and Staff recommends that the attached Memorandum of Understanding (MOU) and Agreement between the Town of Hilton Head Island (Town) and the Island Recreation Association, Inc. (Association) be approved for renewal and forwarded to Town Council recommending that they approve them.

**Summary:** This Memorandum of Understanding is between the Town and the Association regarding the management and operation of the Hilton Head Island Recreation Center (Center), Jarvis Creek Park, Crossings Park, Shelter Cove Community Park, and the Chaplin Community Park Tennis Courts and Cordillo Parkway Tennis Courts. The Town currently has an MOU with the Association that will expire on March 31, 2012. This proposed MOU would renew the relationship with the Association for another five year period.

The proposed MOU incorporates as exhibit A the separate Agreement between the Town and the Association which relates to the Association managing the Shelter Cove Community Park, Jarvis Creek Park, Chaplin Community Park Tennis Courts, and Cordillo Parkway Tennis Courts. The proposed MOU also incorporates the applicable site plans, covenants and restrictions, agreements, operational plans and fee schedules as exhibits B through G.

A material change within Exhibit A, Section 2.05 *Operational Plan* is an added requirement intended to more equitably address demands made upon our public tennis facilities during the month of March. Staff recommends that a formal solicitation process (Request for Proposals- RFP) consistent with our procurement code be conducted in order to schedule play during this time of high demand. “Blocks” of time are envisioned to be competed for by sponsors desiring to hold multi-day tournaments. The RFP shall at a minimum require a fee for court usage, an on-site representative during all tournament play, insurance, demonstrated ability to manage similar events, ability to provide for the health, safety, and welfare of players and spectators, and the provision of temporary restroom facilities for tournament play at the Cordillo Tennis Courts.

**Background:** The Town and Island Rec. have a long standing relationship which heretofore has been codified in a series of individual documents pertaining to Town owned properties developed as recreational and special event facilities and managed as such by Island Rec. The Town staff recommends that the MOU and Agreements be renewed in the consolidated format by which the three separate Agreements become one exhibit to the MOU. This will continue to make it convenient for maintenance and supervision of the MOU and Agreements. The attached documents reflect a continued refinement with a focus on process improvement regarding the provision of recreational services and facilities within the Town.

STATE OF SOUTH CAROLINA )  
 ) MEMORANDUM OF UNDERSTANDING  
COUNTY OF BEAUFORT )

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Town of Hilton Head Island, South Carolina, (hereinafter referred to as the “Town”), and the Hilton Head Island Recreation Association, Inc., a South Carolina not-for-profit corporation (hereinafter referred to as the “Association”).

**WHEREAS**, the Town recognizes the need for providing for a recreational services and facilities throughout the Town; and

**WHEREAS**, the Town owns the Recreation Center, Shelter Cove Community Park, Jarvis Creek Park, Crossings Park, Bristol Sports Arena, Barker Field Extension, Chaplin Community Park and Tennis Courts, and the Cordillo Tennis Courts, all located within the Town; and

**WHEREAS**, the Town of Hilton Head Island and the Hilton Head Island Recreation Association desire to enter into an agreement wherein the Association will manage and operate the Recreation Center, Shelter Cove Community Park, Jarvis Creek Park, Crossings Park, Bristol Sports Arena, Barker Field Extension, Chaplin Community Park and Tennis Courts, and the Cordillo Tennis Courts.

**NOW, THEREFORE**, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the Town and the Association, the parties hereto agree as follows:

1. **Governing Document.** It is the intent of the parties that this Memorandum of Understanding and the accompanying exhibits shall replace all previous documents entered into between the Town and the Association regarding the management and operation of the Center, Shelter Cove Community Park, Jarvis Creek Park, Crossings Park, Bristol Sports Arena, Barker Field Extension, and Chaplin Community Park and Tennis Courts and the Cordillo Tennis Courts.

**Exhibit A.** Agreement which shall govern the management and operation of Shelter Cove Community Park, Jarvis Creek Park, Crossings Park, Bristol Sports Arena, Barker Field Extension, Chaplin Community Park Tennis Courts and the Cordillo Parkway Tennis Courts.

**Exhibit B.** Site Plans for Parks and tennis Facilities

**Exhibit C.** Covenants and Restrictions (Shelter Cove Park)

**Exhibit D.** Use and Assessments Agreement (Shelter Cove Park)

**Exhibit E.** Van Der Meer Agreement (Cordillo Tennis Courts)

**Exhibit F.** Operation Plan for Tennis Courts

**Exhibit G.** Fee Schedules for Parks and Tennis Courts

2. **General.**

a. The Town owns the Recreation Center, Shelter Cove Community Park, Jarvis Creek Park, Chaplin Community Park, and Cordillo Parkway Tennis Courts. The Association shall manage and operate the Center, Shelter Cove Community Park, Jarvis Creek Park, Crossings Park, Bristol Sports Arena, Barker Field Extension, Chaplin Community Park and Tennis Courts, and the Cordillo Parkway Tennis Courts. Personnel of the Association shall not be employees of the Town.

b. The Association shall coordinate a schedule of programs that utilizes all areas at the Center, above mentioned Parks and Tennis Courts and those School District recreational facilities made available to the Town by the lease. Programs shall be offered for all age groups. Access to facilities at the Center, Parks and Tennis Court facilities shall be without regard to race, creed, disability, color, sex or national origin.

3. **Maintenance.** The Association shall maintain all buildings, facilities and grounds at the Center and Tennis Courts in a clean, safe manner and in good repair, normal wear and tear excepted. Maintenance of the Shelter Cove Community Park and the Jarvis Creek Park shall be through the Facilities Management Division of the Town. Maintenance of the Crossings Park, Bristol Sports Arena, Barker Field Extension, and Chaplin Community Park shall be through Beaufort County.

4. **Programming.**

a. The Center and Parks, excluding the swimming pool, shall be open daily, except during annual maintenance and the following holidays: Christmas Eve, Christmas, New Years Day, Thanksgiving Day, Easter Sunday, Memorial Day, July 4th and Labor Day. Unless otherwise listed in the Agreement, hours of operation shall be as follows:

Monday through Friday	8:00 am-9:00 pm
Saturday	10:00 am-3:00 pm
Sunday	12:00 noon-4:00 pm

- b. The Association may schedule programs or have facility rentals that occur outside the normal operating hours.
- c. The Association shall be authorized to provide supervised instruction for various recreation activities as part of its regular programming. Instruction related to surfing classes may occur at the beach and will not be considered to be commercial activity upon the beach. The Association shall be authorized to utilize a golf cart or gator to access the beach and carry the equipment to all periods of instruction.

5. **Swimming Pool.**

- a. The swimming pool shall be open and staffed daily, except during inclement weather, periods of pool malfunction, installation and deflation of the Air Dome and the following holidays: Christmas Eve, Christmas Day, New Years Day, Easter Sunday, and Thanksgiving Day. The hours of operation shall be as follows:

Monday through Friday	9:00 am-7:00 pm
Saturday & Sunday	12:00 noon-4:00 pm

(During weekends, the Association may schedule programs or have facility rentals that occur outside these normal operating hours.)

The Association may also open the swimming pool at such hours as it shall determine are needed for special events, or during such additional periods as it determines are warranted by weather and anticipated use.

- b. In accordance with paragraph 4 of the Lease 1(b), the swimming pool shall also be open during school hours eight (8) weeks prior to the end of the school year for Board of Education programs. Staffing will be by appropriately certified Board of Education and Association personnel.

6. **Operating Funds.**

- a. The Association shall submit an annual operating budget to the Town. The submission of this budget shall coincide with the Town’s annual budget process. The Town Manager, or his designee, shall inform the Association of the procedures to be followed in regard to the budgeting process.
- b. The Association shall raise 50% of its operating budget as shown on its operating account profit and loss statement from all sources other than the Town General Fund commitment for the annual operating budget of the Center. The Association shall also be authorized to charge reasonable user fees for programs and services provided by the Center, Parks and Tennis Court facilities. Such fees shall be designed to offset applicable personnel, administrative and operating expenses allocable to the program or service.

- c. Other entities, public or private, may contribute to the annual operating budget of the Association.
  - d. It is understood by the Association that the Town will not provide operating funds for the facility on Cordillo Parkway now known as the Island Art Academy, during the term of the Association's lease agreement with the Art League or any other entity.
7. **Accounting Services.** The Town shall provide timely accounting, check writing, payroll, audit and income tax preparation services to the Association. These services shall include:
- a. a monthly and annual balance sheet and profit and loss statement;
  - b. a monthly and annual general ledger of transactions;
  - c. monthly reconciliation of bank statements;
  - d. preparation of checks, including payroll checks and payroll tax payments, including filing of withholding, FICA and similar state and federal reports;
  - e. all audit and audit review preparation services necessary to comply with Town requirements; and
  - f. annual state and federal income tax submissions.

Accounting reports shall be in a format reasonably acceptable to the Association and the Town.

8. **Bank Accounts, Checks, and Payments.**
- a. Bank accounts shall be maintained in such institutions as the Association shall determine appropriate. Checks shall be prepared by the Town on the Association's check forms, normally based on a written request of the Association indicating the payee, account code and invoice or other appropriate reference data. Checks shall be signed by such person(s) as the Association shall determine.
  - b. A separate checking account in an amount not to exceed Two Thousand Five Hundred dollars (\$2,500.00), unless otherwise authorized in writing by the Town, shall be maintained by the Association to fund smaller ongoing cash needs. Checks drafted upon this account shall be prepared and signed by such person(s) as the Association shall determine. When the Association requests the Town to transfer additional funds to replenish this account the Association will provide to the Town adequate information regarding payees, account numbers, and invoice or reference data to permit the Association's accounting records to be maintained properly. The Association shall make requests for

the Town to transfer additional funds to replenish this account on a not less than monthly basis.

- c. The Association shall provide to the Town schedules of pay rates of Association personnel, time sheets and other information requested by the Town for proper payroll records. Such personnel shall not be deemed employees or agents of the Town.

9. **Procurement and Purchasing.** Unless otherwise authorized in writing by the Town, the Association will adhere to procurement and purchasing procedures of the Town in its purchase of materials and services for the Center, Parks, and Tennis Courts. This shall not be interpreted to mean that the Town must execute or approve such purchases, however, unless otherwise agreed upon between the parties. All such purchases shall be deemed direct transactions between the Association and the entity providing the materials or services.

10. **Miscellaneous.**

- a. The Association shall provide the Town with current copies of all insurance policies of the Association relating to the Center, Parks and Tennis Courts within thirty (30) days of signing of the Agreement and copy the Town upon each renewal of said insurance policies.
- b. The Association shall provide the Town with copies of all insurance policies the Association requires Users to provide to the Association in accordance with the Agreements in Exhibits A, B, and C relating to the Center, Parks and Tennis Courts within thirty (30) days of receiving of the copy of the policy.
- c. The Association shall remain a not-for-profit independent entity whose policies and procedures shall be determined by its Board of Directors.
- d. The Association shall provide the Town with an annual independent audit report or audit review report. An annual audit report shall be submitted no less than every third year.

11. **Notices.** All notices required under this Memorandum shall be deemed to have been given if in writing and (a) delivered personally or (b) mailed first class, postage prepaid, to the address of record set forth below, in which case delivery shall be deemed to have occurred two calendar days after the date of postmark. The address of record may be changed by written notice to the other party.

12. **Term.** The term of this Memorandum of Understanding shall be from the date of execution to November 7, 2016. Prior to November 7, 2016, the Memorandum will be reviewed by the Town and the Association. Changes may be made only with and by the mutual consent of both parties.

13. **Termination.** In addition any other rights of termination set forth in this Memorandum, each party shall have the right to terminate this Memorandum, by written notice to the other party, if the other party is in default of any term or provision of this Memorandum, and the defaulting party fails to cure or correct such default within fourteen (14) days of notice thereof from the non-defaulting party. A party may elect to disregard a default for the period of time without waiving its right to declare a default at a subsequent time or upon reoccurrence of the default.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures hereto the date first written hereinabove.

**WITNESSES:**

**HILTON HEAD ISLAND RECREATION  
ASSOCIATION, INC.**

\_\_\_\_\_

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

\_\_\_\_\_

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

**WITNESSES:**

**TOWN OF HILTON HEAD ISLAND**

\_\_\_\_\_

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

Drew A. Laughlin, Mayor

\_\_\_\_\_

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

Stephen G. Riley, CM, Town Manager

EXHIBIT A

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF BEAUFORT                )                    AGREEMENT

This Agreement is made on this \_\_\_\_ Day of \_\_\_\_\_, 2012, by and between The Town of Hilton Head Island, South Carolina (hereinafter "Town") and the Hilton Head Island Recreation Association, Inc. (hereinafter "Association"), A South Carolina Not For Profit Corporation.

Know all men by these presents that for and in consideration of the sum of One and no/100 (\$1.00) Dollars, each to the other paid at and before the execution and delivery of these presents, and also the full and faithful performance and completion of the mutual undertakings and covenants set forth herein, the receipt and sufficiency whereof is acknowledged by the Parties hereto, the Town and the Association agree as follows:

**ARTICLE 1 - DEFINITIONS**

1.0    *Definitions:* Particular words and phrases used herein shall have the following meanings:

1.01   *Agreement:* When used herein, "Agreement" shall mean and refer to this Agreement between The Town of Hilton Head Island, South Carolina and The Hilton Head Island Recreation Association, Inc.

1.02   *Association:* When used herein, "Association" shall mean and refer to the Hilton Head Island Recreation Association, Inc.

1.03   *Barker Field Extension Park:* The existing park located on 160 Mitchelville Road, Hilton Head Island, South Carolina, and which is shown and described on the Pictorial attached as Exhibit "B.1"; and which is owned by the Town of Hilton Head Island, South Carolina

1.04 *Bristol Sports Arena*: The existing park located on 4 Helmsman Way, Hilton Head Island, South Carolina, and which is shown and described on the Pictorial thereof attached hereto as Exhibit “B.2”; and which is owned by the Town of Hilton Head Island, South Carolina

1.05 *Chaplin Community Park*: When used herein, “Chaplin Community Park” shall mean and refer to the existing park, fencing, and parking area located 5 Castnet Drive, Hilton Head Island, South Carolina, and which is shown and described on the Pictorial thereof attached hereto as Exhibit “B.3”; and which is owned by the Town of Hilton Head Island, South Carolina.

1.06 *Chaplin Tennis Courts*: When used herein, “Chaplin Tennis Courts” shall mean and refer to the existing tennis courts, fencing, and parking area located on at the Chaplin Community Park, Hilton Head Island, South Carolina, and which is shown and described on the Pictorial thereof attached hereto as Exhibit “B.4”; and which are owned by the Town of Hilton Head Island, South Carolina.

1.07 *Cordillo Tennis Courts*: When used herein, “Cordillo Tennis Courts” shall mean and refer to the existing tennis courts, fencing, and parking area located on Cordillo Parkway, Hilton Head Island, South Carolina, and which is shown and described on the Pictorial thereof attached hereto as Exhibit “B.5”; and which are owned by the Town of Hilton Head Island, South Carolina.

1.08 *Covenants and Restrictions*: The Declaration of Covenants and Restrictions (Shelter Cove Park) recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 342 at Page 1726, a copy of which is attached hereto as Exhibit C.

1.09 *Crossings Park*: The existing park located on 6 Haig Point Circle, Hilton Head Island, South Carolina, and which is shown and described on the Pictorial thereof attached hereto as Exhibit “B.6”; and which is owned by the Town of Hilton Head Island, South Carolina.

1.10 *Daily Maintenance*: When used herein, “Daily Maintenance” shall mean daily cleanup of trash, refuse, windblown sand, dirt leaves, sticks or branches, correction of loose nets or windscreens,

and reporting of inoperable equipment or unsafe conditions at the Parks or at Chaplin Tennis Courts and Cordillo Tennis Courts.

1.11 *Jarvis Creek Park:* The existing park located on 50 Jarvis Park road, Hilton Head Island, South Carolina, and which is shown and described on the Plat thereof attached hereto as Exhibit “B.7”; and which is owned by the Town of Hilton Head Island, South Carolina

1.12 *Operational Plan:* When used herein, “Operational Plan” shall mean and refer to the plan for the operation of the Chaplin Tennis Courts and the Cordillo Tennis Courts other than Daily Maintenance required by this Agreement and which is attached hereto as Exhibit “F”.

1.13 *Repairs and Maintenance:* When used herein, “Repairs and Maintenance” shall mean and refer to all repairs and maintenance to the Parks or Chaplin Tennis Courts and the Cordillo Tennis Courts other than Daily Maintenance.

1.14 *Shelter Cove Community Park:* The existing park located on Shelter Cove Lane, Hilton Head Island, South Carolina, and which is shown and described on the Plat thereof attached hereto as Exhibit B.8.

1.15 *Town:* The Town of Hilton Head Island, South Carolina.

1.16 *Town Council:* The Town Council of the Town of Hilton Head Island, South Carolina.

1.17 *Use and Assessment Agreement:* The Agreement Concerning Use and Assessments dated February 2, 1999, a copy of which is attached hereto as Exhibit D.

1.18 *User Fees:* Fees to be charged to users of the Jarvis Creek Park and Shelter Cove Community Park to defray the cost of set up, clean up and supervision of events at the Jarvis Creek Park and Shelter Cove Community Park. User Fees shall be deemed to include deposits to cover expenses related to cleanup of the site and the like, which deposits may be held or refunded, depending upon compliance with the user of the Jarvis Creek Park and Shelter Cove Community Park with the terms

and conditions of the deposit. A copy of the Shelter Cove Community Park Fee Schedule is attached hereto as Exhibit “G.1.” A copy of the Jarvis Creek Park Fee Schedule is attached hereto as Exhibit “G.2.” A copy of the Chaplin Community Park, Bristol Sports Arena Park, Crossings Park, and Barker Field Extension Park Fee Schedule is attached hereto as Exhibit “G.3.” A copy of the Chaplin Tennis Courts and Cordillo Tennis Courts Fee Schedule is attached hereto as Exhibit “G.4.”

1.19 *Van der Meer Agreement*: When used herein, “Van der Meer Agreement” shall mean and refer to the Agreement by and between Dennis Van der Meer and the Sea Cabin Corporation, and their successors and assigns, to include the Town and the Association, a copy of which is attached hereto as Exhibit “E”.

## **ARTICLE 2 - OPERATION OF THE PARKS AND TENNIS COURTS**

2.0 *Operation of Parks and Tennis Courts*: The Parks and Tennis Courts shall be operated in accordance with the terms and conditions of this Agreement.

2.01 *Association to Operate*: The Association shall have the obligation for the operation of the Parks and Tennis Courts as set forth herein.

2.02 *General Provisions*: The following general provisions shall apply to the operation of the Parks:

(a) *Hours of Operation*:

(1) The hours of the operation of the Shelter Cove Community Park shall be between 8:00 A. M. and 10:00 P. M.

(2) The hours of the operation of Jarvis Creek Park shall be from dawn to dusk.

(3) The hours of the operation of the Crossings Park shall be between 8:00 A. M. and 10:00 P. M.

(4) The hours of the operation of the Chaplin Community Park shall be between

8:00 A. M. and 10:00 P.M.

(5) The hours of the operation of the Barker Field Extension Park shall be between 8:00 A.M. and 10:00 P.M.

(6) The hours of the operation of the Chaplin Tennis Courts shall be between 7:00 A.M. and 10:00 P.M.

(7) The hours of the operation of the Cordillo Tennis Courts shall be between 7:00 A. M. and sunset.

(b) *Town Ordinances:* The Association shall operate the Parks and Tennis Courts in a manner that complies with all applicable Ordinances of the Town.

(c) *Covenants and Restrictions:* The Association shall operate the Shelter Cove Community Park in a manner that complies with the Covenants and Restrictions.

(d) *Use and Assessment Agreement:* The Association shall operate the Shelter Cove Community Park in a manner that complies with the Use and Assessment Agreement.

(e) *Other Agreements:* The Association shall operate the Jarvis Creek Park and Shelter Cove Community Park in a manner that complies with any subsequent agreements between the Town and other property owners in the vicinity of the Jarvis Creek Park and Shelter Cove Community Park. Such agreements, if any, shall be appended to this Agreement by an appropriate amendment hereto.

2.03 *Scheduling of Events and Programs:* The Association shall be responsible for the scheduling of all events and programs at the Parks and Tennis Courts.

2.04 *Rules and Regulations:* The Association shall promulgate rules and regulations relating to the use of the Parks and Tennis Courts for events and programs, which rules and regulations shall cover, at a minimum:

- (a) Inspection of the Parks and Tennis Courts prior to any event or program to determine the existence of any unsafe conditions, or the need for any repairs or maintenance to the Parks and Tennis Courts or the structures and buildings thereon;
- (b) Parking for the event or program;
- (c) Responsibility for any required set up for the event or program;
- (d) Responsibility for tear down for the event or program;
- (e) Litter control during the event or program;
- (f) Provision of sanitary facilities for the event or program, to include temporary restroom facilities at Cordillo Tennis Courts during tennis tournaments;
- (g) Cleanup of the facilities of the Jarvis Creek Park and Shelter Cove Community Park at the conclusion of the event or program;
- (h) Police, security and EMS coverage for the event or program; and
- (i) Insurance requirements for the event or program.

2.05 *Operational Plan:* The Association shall develop and plan for the operation of the Chaplin Tennis Courts and Cordillo Tennis Courts, which plan shall conform to the requirements of this Agreement and the Van der Meer Agreement. The Operational Plan shall show, at a minimum:

- (a) The hours of operation of the Chaplin Tennis Courts and Cordillo Tennis Courts;
- (b) The method for scheduling of play at the Chaplin Tennis Courts and Cordillo Tennis Courts;
- (c) The method for awarding court time for the scheduling of multiday tennis tournament for Spring Break tennis tournament play, or similar tournaments which have multiple sponsor interest, shall be by Request for Proposals (RFP), with a minimum of three committee members making the selection. The membership of the committee shall be one Island

Recreation employee and two Town staff employees appointed by the Town Manager, or his designee. The RFP shall at a minimum require a fee for court usage, an on-site representative during all tournament play, insurance, demonstrated ability to manage similar events, ability to provide for the health, safety, and welfare of players and spectators, and the provision of temporary restroom facilities for tournament play at the Cordillo Tennis Courts.

- (d) The permitted activities;
- (e) The plan for Daily Maintenance;
- (f) The plan for safety inspections;
- (g) The security and safety protocols;
- (h) The staffing; and
- (i) Any other matters material to the operation of the Chaplin Tennis Courts and Cordillo Tennis Courts.

*2.06 Approval of Rules and Regulations and Operational Plan:* Prior to implementing the Rules and Regulations, the Association shall submit the proposed Rules and Regulations to the Town Council for its approval. Any proposed change to the approved Rules and Regulations shall be submitted to the Town Council for its approval.

*2.07 Approval of Operational Plan:* Prior to implementing the Operational Plan, the Association shall submit the proposed Operational Plan to the Town Council for its approval. Any proposed change to the approved Operational Plan shall be submitted to the Town Council for its approval.

*2.08 Event Staffing:* The Association shall provide sufficient staff and personnel to supervise the set up of events, programs, parking during events or programs, litter control during and after events or programs, sanitizing of facilities, and clean up of the Parks and Tennis Courts at the

conclusion of any event or program.

2.09 *Inspections:* The Association shall conduct regular inspections of the Parks and Tennis Courts to determine the existence of any unsafe conditions, the need for any repairs or maintenance or the need for cleaning of the Parks and Tennis Courts. Such inspections shall be on a schedule to be determined by the Association, but in no instance less than once per month.

2.10 *Utilities and Other Services:* The Association shall, at its expense, arrange for the provision of utilities or other services for the Cordillo Tennis Courts, including, but not limited to, water and electricity. Utilities at the Chaplin Tennis Courts will be provided through Beaufort County Division of Parks and Leisure Services.

2.11 *Ownership of Town Property:* The Parks, Chaplin Tennis Courts, and Cordillo Tennis Courts shall remain the property of the Town. Other than as is expressly set forth herein, the Association shall have no proprietary interest in the Parks, Chaplin Tennis Courts, or Cordillo Tennis Courts.

### **ARTICLE 3 - USER FEES**

3.0 *User Fees:* The Association shall be entitled to charge User Fees for the use of the Parks and Tennis Courts to defray the cost of event set up, event cleanup and supervision of the Parks and Tennis courts during events.

3.02 *Schedule of Fees:* Prior to charging any User Fees for the use of the Parks and Tennis Courts, the Association shall prepare a schedule of such fees and present the same to the Town for approval by the Town Council. Any changes to the approved schedule of fees shall be submitted to the Town Council for its approval.

### **ARTICLE 4 - INSURANCE AND INDEMNITY**

4.0 *Insurance:* The Association shall provide insurance covering its operation of the Parks and Tennis Courts as follows herein.

4.01 *Public Liability Insurance:* The Association shall obtain and maintain in full force during

the term of this Agreement, comprehensive general public liability insurance, including liability associated with serving alcoholic beverages, with minimum bodily injury, death and property damage limits, per occurrence, of ONE MILLION (\$1,000,000.00) DOLLARS insuring against any and all liability of the Association with respect to its operation of the Parks and Tennis Courts and all of the improvements, structures and buildings at the Parks and Tennis Courts. In addition to all other coverages, such insurance policy or policies shall specifically insure the performance by the Association of the hold harmless and indemnity provisions of this Agreement.

4.02 *Policy Form:* All policies of insurance provided for herein shall be issued by insurance companies with general policyholders rating not less than A, and a financial rating of AAA as rated in the most current available Best's Insurance Reports, and qualified to do business in the State of South Carolina, and shall be issued in the names of the Association, the Town and such other persons or firms as the Town specifies from time to time. Such policies shall be for the mutual and joint benefit and protection of the Town, the Association and others hereinabove mentioned, and executed copies of such policies of insurance or certificates thereof shall be delivered to the Town within ten (10) days after the execution and delivery of this Agreement. All public liability policies shall contain a provision that the Town, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of the Association. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by the Association in like manner and to like extent. All policies of insurance delivered to the Town must contain a provision that the company writing said policy will give to the Town twenty (20) days notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All public liability, property damage and other casualty policies shall be written as primary policies, not contributing with and not in

excess of coverage which the Town may carry.

4.03 *Indemnification and Hold Harmless:* The Association shall indemnify and hold the Town harmless from any claims for loss, damage or liability, including attorneys fees and costs incurred by the Town in responding to or defending any such claim, arising out of or on account of any injury, death or damage to any person, or to the property of any person, arising from or in any manner relating to the operation of the Parks and Tennis Courts by the Association, or arising from any act or omission of the Association with respect to the exercise of the Associations rights hereunder.

4.04 *Insurance, Indemnification and Hold Harmless by Certain Users:* The Association shall require applicants that are using the facility for either a business purpose or for a purpose in which they are charging a fee to provide proof of insurance covering the use at the facility and naming the Town and the Association as a named insured. Said policy shall indemnify and hold the Association and the Town harmless from any claims for loss, damage or liability, including attorney's fees and costs incurred by the Association or Town in responding to or defending any claim, arising out of or on account of any injury, death or damage to any person, or to the property of any person, arising from or in any manner relating to the use or activity by the Users of the Parks and Tennis Courts, or arising from any act or omission of the User with respect to the exercise of the said activity of the User.

## **ARTICLE 5 - MAINTENANCE**

5.0 *Maintenance of the Shelter Cove Community Park:* Maintenance of the Parks and Tennis Courts shall be as provided herein.

5.01 *Town to Maintain:* Maintenance of the Jarvis Creek Park, Shelter Cove Community Park, and Tennis Courts shall be through the Facilities Management Division of the Town.

5.02 *County to Maintain:* Maintenance of the Chaplin Community Park, Bristol Sports Arena,

Barker Field Extension Park, and Crossings Park, shall be through Beaufort county.

*5.03 Association to Maintain:* The Association shall be solely responsible for the Daily Maintenance the Chaplin Tennis Courts and the Cordillo Tennis Courts and shall provide for the same in the Operational Plans to be provided by the Association and approved by the Town as set forth in Article 2 above.

*5.04 Inspections:* The Association shall conduct daily inspections of the Parks and the Chaplin Tennis Courts and Cordillo Tennis Courts to determine the existence of any unsafe conditions, the need for any daily maintenance or the need for repairs and maintenance to the Chaplin Tennis Courts and Cordillo Tennis Courts. The Association shall also provide appropriate on-site information to allow users of the Chaplin Tennis Courts and Cordillo Tennis Courts to report any unsafe conditions at the Chaplin Tennis Courts and Cordillo Tennis Courts.

*5.05 Notification:* Should the Association become aware of the need for repairs or maintenance to the grounds or any structure, equipment or building at the Jarvis Creek Park, Shelter Cove Community Park, or Tennis Courts the Association shall immediately take steps to secure any unsafe condition requiring repair or maintenance, and immediately notify the Town in writing of the condition requiring repair or maintenance. Should the Association become aware of the need for repairs or maintenance to the grounds or any structure, equipment or building at the Chaplin Community Park, Bristol Sports Arena, Barker Field Extension Park, and Crossings Park the Association shall immediately take steps to secure any unsafe condition requiring repair or maintenance, and immediately notify the County and Town in writing of the condition requiring repair or maintenance.

*5.06 Town's Obligation:* Upon receiving notification of the existence of any unsafe condition at the Jarvis Creek Park, Shelter Cove Community Park, or Tennis Courts, or the need for any repairs and maintenance, the Town shall take such steps as are necessary to correct the correct the same.

## **ARTICLE 6 - TERM**

6.0 *Initial Term:* This Agreement shall have an initial term of five (5) years.

6.01 *Renewal:* This Agreement shall be reviewed by the Town Council on or before March 20, 2017. This Agreement may be renewed at that time upon such terms and conditions as the Parties may agree.

## **ARTICLE 7 - DEFAULT**

7.0 *Default:* Default under this Agreement shall be as set forth below.

7.01 *Events of Default:* The following shall be events of default under this Agreement:

- (a) The failure of the Association to comply with the terms of this Agreement and the Vander Meer Agreement;
- (b) Violation of any Federal, State or local law, ordinance or regulation by the Association in its operation of the Jarvis Creek Park or Shelter Cove Community Park;
- (c) The dissolution or termination of the Association; and
- (d) The cancellation of any policy of insurance required to be maintained under Article 4 hereof.

7.02 *Notice of Default:* Upon the occurrence of any event of default, the Town shall give the Association written notice of the Default.

7.03 *Right to Cure:* The written notice of default described in Article 7.02 above shall provide that the Association has a period of fourteen (14) days to cure the default.

7.04 *Termination of Agreement:* Whenever any Event of Default described in Article 7.01 of this Agreement shall have happened and continue for a period of fourteen (14) days after delivery of written notice from the Town to the Association, the Town shall have the right to terminate this Agreement. Termination of this Agreement under this Article 7 shall not relieve the Association of the obligation to maintain any existing insurance as required under Article 4 for the full term

thereof.

## **ARTICLE 8 - MISCELLANEOUS**

8.0 *Miscellaneous:* The following shall apply to this Agreement.

8.01 *No Assignment:* This Agreement and the rights and obligations under it may not be assigned by the Association.

8.02 *Amendment, Changes and Modifications:* Except as otherwise provided herein, this Agreement may not be effectively amended, changed, modified or altered without the written consent of both parties hereto.

8.03 *Severability:* In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

8.04 *Execution in Counterparts:* This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

8.05 *Applicable Law:* This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

8.06 *Captions:* The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

8.07 *Recording:* The parties hereto may not record this Agreement, or a short form Memorandum thereof, in the R. M. C. Office for Beaufort County, South Carolina.

8.08 *Plural/Singular:* Where appropriate, the use of the singular herein shall include and be deemed to be the plural, and the use of the plural herein shall be deemed to include the singular.

8.09 *No Third Party Beneficiaries:* The Parties hereto affirmatively represent that this Agreement is made solely for the benefit of the parties hereto and their respective successors and

assigns and not for the benefit of any third party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

8.10 *Notices:* All notices, applications, requests, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered in person, or mailed by certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other place as may be designated in writing by the parties:

To the Town: THE TOWN OF HILTON HEAD ISLAND  
Stephen G. Riley, CM, Town Manager  
One Town Center Court  
Hilton Head Island, SC 29928

To the Association: HILTON HEAD ISLAND RECREATION ASSOCIATION, INC.  
Mr. Frank Soule  
Post Office Box 22593  
Hilton Head Island, SC 29928

8.11 *Attorney's Fees and Costs:* If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, or default in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover its reasonable attorney's fees and any costs incurred as a result of any such dispute, whether incurred before the institution of suit or after the commencement of suit, including appellate proceedings, in addition to any other relief to which the prevailing party is entitled.

In Witness whereof, the parties hereto, by and through their duly authorized officials, have set their hands and seals this \_\_\_\_ Day of \_\_\_\_\_, 2012.

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**HILTON HEAD ISLAND RECREATION  
ASSOCIATION, INC.**

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

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

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**TOWN OF HILTON HEAD ISLAND**

By: \_\_\_\_\_  
Drew A. Laughlin, Mayor

Attest: \_\_\_\_\_  
Stephen G. Riley, CM, Town Manager



PORT ROYAL SOUND

Fish Haul Road

Barker Field

Mitchelville Road

**Legend**

 Barker Field Extension



Palmetto Bay Road

Helmsman Way

Arrow Road

**Legend**

 Bristol Sports Arena



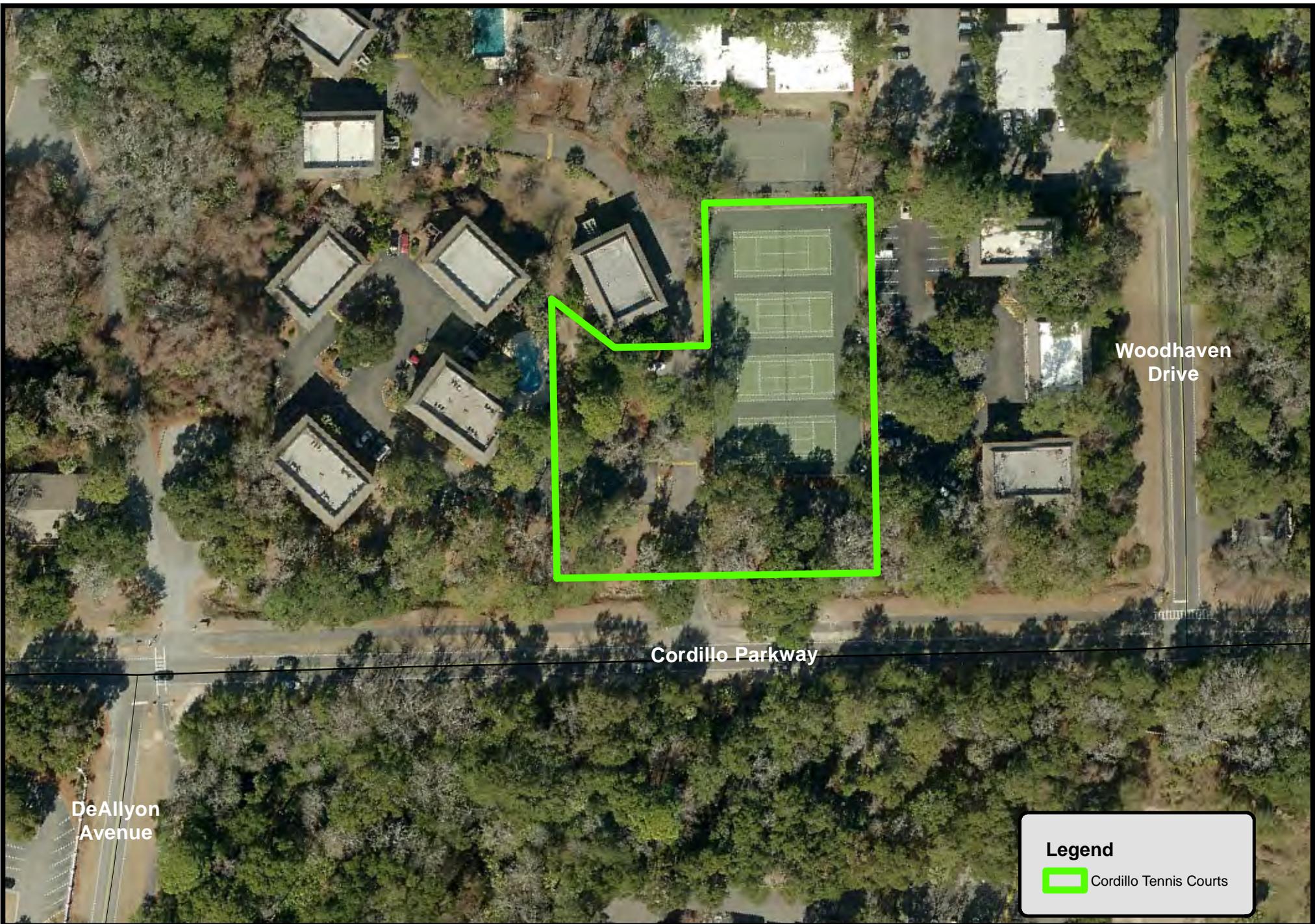
William Hilton Parkway

Singleton Beach Road

**Legend**

 Chaplin Community Park





DeAllyon Avenue

Cordillo Parkway

Woodhaven Drive

**Legend**

 Cordillo Tennis Courts



Skull Creek

Palmetto Bay Road

Arrow Road

**Legend**

 Crossings Park

Town of Hilton Head Island  
Crossings Park  
February 2011 Aerial Photo

1 inch = 500 feet



The information on this map has been compiled from a variety of sources and is intended to be used as a guide. It is provided without any warranty or representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for any errors or omissions or for any consequences that may result from the use of this map.



Sol Blatt Jr. Parkway

William Hilton Parkway

Pembroke Drive

**Legend**

 Jarvis Creek Community Park

Marshes of Broad Creek

Shelter Cove Lane

William Hilton Parkway

**Legend**

 Shelter Cove Community Park

EXHIBIT C

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

SHELTER COVE PARK

DATED: FEBRUARY 22, 1982



ownership, operation and maintenance of common facilities on the Property, the performance of acts of maintenance, administration, central services, assessment, enforcement and other activities set forth in these Covenants and other mandatory and discretionary functions consistent with the purposes of these Covenants which benefit the Property, including those which are traditionally undertaken or provided by non-profit entities such as neighborhood property owners associations, park districts, chambers of commerce, governmental agencies, civic groups, convention bureaus and merchant's associations; and

WHEREAS, in connection with the need for such a mechanism, the Declarant has caused to be incorporated under the laws of the State of South Carolina a non-profit corporation, the Shelter Cove Harbour Company ("Company"), for the purpose of exercising the functions aforesaid, and which are hereinafter more fully set forth; and

NOW THEREFORE, the Declarant hereby declares that the Property hereof, is and shall be held, transferred, sold, devised, assigned, conveyed, given, purchased, leased, occupied, possessed, mortgaged, encumbered and used subject to these Covenants. These Covenants, the benefits of these Covenants and the affirmative and negative burdens of these Covenants, whether pertaining to items, benefits and obligations presently existing or to be created or executed in the future, do and shall, in equity and at law, touch and concern, benefit and burden, and run with the land and any estates in the land herein referred to as the Property and these Covenants are intended to be covenants and servitudes burdening and benefiting all persons now or hereafter deriving a real property estate in the Property, whether by assignment, succession or inheritance or other method of conveyance.

#### PART ONE

##### GENERAL REFERENCES

##### Article I: Property Description

Section 1-1: The Property. The real property (the "Property") which is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to these Covenants for the Shelter Cove Property is described in Exhibit A to these Covenants.

#### PART TWO

##### LAND USE RESTRICTIONS

##### Article II: General Land Use Restrictions and Obligations

Section 2-1: Architectural Review of Specifications for New Construction or Additions, Reconstructions, Alterations or Changes to Structures and Landscaping. No temporary or permanent Structure may be commenced or erected upon

the Property nor may any application for building permit for any Structure be made nor any significant landscaping be done, nor any addition to any existing building or alteration or change to the exterior thereof, be made until the proposed building plans, specifications, materials and exterior finish, plot plans, landscape plan and construction schedule have been submitted to and approved by the Company following consideration by the Architectural Review Board as provided by Section 5-7.

Section 2-2: Siting. To assure that buildings and other structures will be located so that desirable view, privacy and breeze will be available to the largest practical number of buildings or structures built within the Property and that structures will be located with regard to the topography of each property taking into consideration the location of large trees, structures previously built or approved pursuant to this Article for adjacent parcels of land and other aesthetic and environmental considerations, where the deed of conveyance on individual Development or Survey Plat does not specify building set-back lines from front, rear and side lines, the Company, following consideration by the Architectural Review Board, as provided in Section 5-7, shall have the right to control and to decide (subject to the provisions of the pertinent land use regulations of public authorities having jurisdiction) the precise site and location of any building or structures within the Property. The location shall be determined only after reasonable opportunity is afforded the Property Owner to recommend a specific site.

Section 2-3: Tree and Bush Removal. No trees of any kind above eight (8) inches in diameter at a point four (4) feet above the ground level other than trees in the space which approximates the centermost twenty percent (20%) of each lot or parcel may be removed by any Property Owners, their successors and assigns without the written approval of the Company following consideration by the Architectural Review Board as provided by Section 5-7. A tree location plan showing all such trees and location map of adjacent and nearby structures may be required as part of the submission under Sections 2-1, 2-2 and this Section.

Section 2-4: Completion of Construction. The exterior of all buildings and other structures must be completed within eighteen (18) months after the construction of a particular building or structure shall have commenced, except where such completion is impossible or would result in great hardship to the Property Owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. Substantially all of the landscaping shown in plans submitted to the Architectural Review Board must be completed within one (1) year of the initial occupancy. As a condition of approval of proposed plans for all structures, a bond may be required by the Company which guarantees payment of the landscape contractor's estimated cost of installation to implement the plan as submitted and approved by the Company.

**Section 2-5: Minimizing Construction Disturbances.** During the continuance of construction, the Property Owner shall require the contractor to maintain the site of the building in a reasonably clean and uncluttered condition, and construction may not commence before 7:00 a.m. or be continued after 7:00 p.m. more than twenty (20) days a year, nor may construction activities take place on any Sunday, if located within three hundred (300) feet of an occupied residential dwelling, inn or hotel.

**Section 2-6: Service Yards.** All garbage receptacles, electric and gas meters, heat pump and air-conditioning equipment, clotheslines, water pumps, fuel tanks, equipment and service yard contents on the Property must be placed or stored in safe, landscaped, fenced or screened-in areas to conceal them from the view on the road and adjacent properties.

**Section 2-7: Lights, Signs and Advertising Devices.** No promotional, advertising or commercial lights, search lights, signs, banners, flags or ornaments, whether mobile or fixed, may be erected on the Property by anyone except where Approved by the Company following consideration by the Architectural Review Board subject to reasonable Rules and Regulations established by the Company governing the lighting, size, color, materials, nature, graphic standards and content of any signs or ornaments.

The following items shall not be permitted within the Property when used for the purpose of advertising or commercial promotion: artificial or live wild animals or birds, flashing lights, painted tree trunks, stacks of tires, outdoor displays of manufactured products, balloons, banners, whirling plastic devices on poles, ropes or cables, caged, penned or otherwise restrained animals or birds used as a roadside commercial attraction, trucks or movable equipment painted for use as advertising devices and similar commercial devices visible from private or public highways and roads within the Property.

The Company or the Declarant reserve the right, after notice is given to the Property Owner in conformity with Sections 5-5 to enter upon the lands or premises of any Property Owner to remove any non-conforming sign or advertising device at the expense of the owner thereof.

**Section 2-8: Other Buildings and Vehicles.** No mobile home, trailer, tent, barn or other similar out-building or structure shall be placed on the Property at any time without prior approval from the Company following consideration by the Architectural Review Board and such approvals shall normally be limited to temporary use of such structures reasonably essential to economical, orderly and efficient construction during the construction process only. No home trailer or residence trailers may be permitted on the Property. Boats, boat trailers, campers, trucks or utility trailers must be stored either wholly within a garage on the same Resort Dwelling Lot as a Resort Dwelling Unit, or in a central or neighborhood screened-in storage facility for such boats, vehicles and trailers if, as and when such a screened-in area is constructed upon the Property and thereafter used for such purposes. This Section does not create in the

Declarant or the Company an affirmative obligation to provide such a screened-in storage facility.

Section 2-9: Water and Sewage. Prior to the occupancy of a building or structure on the Property, suitable provision shall be made for water and disposal of sewage by each Property Owner, consistent with the recommendations of the Architectural Review Board, the Company and the Declarant and consistent with Pertinent Laws. No private water wells may be drilled or maintained on the Property so long as the Declarant, the Company or a public service district or other governmental unit, its successors and assigns has installed a water distribution line within two hundred fifty (250) feet of such property with average daily water pressure in such line adequate for uses permitted by these Covenants and the deed of conveyance, provided that such water distribution line is completed by the time the building or structure is ready for occupancy.

Section 2-10: Antennas, Electric Transmissions and Mechanical Disturbances. No radio, television, microwave, infrared or other form of electromagnetic or light radiation shall be permitted to originate from any portion of the Property if said radiation interferes with any right reserved by the Declarant or interferes with the proper reception of radio, television or related signals within the Property by any Property Owner, their Lessees and Guests.

Section 2-11: Parking. The owner of any land within the Property who proposes to build any Structure on his land shall make provision for adequate parking pursuant to standards established by the Architectural Review Board. Any construction, alteration, relocation or additional landscaping of the parking areas, or extension of paved areas to areas previously grassed, landscaped or left in a natural condition shall be submitted for approval to the Architectural Review Board of the Company. Surfaces of parking areas which absorb water but which protect the land from erosion and wear shall be encouraged in lieu of fully paved surfaces.

Section 2-12: Building Height. No building shall be constructed on the Property which has a height more than five (5) stories above the minimum dwelling floor height as established by flood insurance regulations or other Pertinent Laws. The first level or deck underneath a building built approximately at, or above grade, and used substantially for parking, shall not be considered a story, and the "first" story for purposes of this restriction shall be the first floor above the "Hundred Year Flood" level established for purposes of flood insurance. In addition, for purposes of calculating permissible building height, a "story" shall not exceed fifteen (15) feet from floor to

ceiling. This height limitation shall not include roof-top air-conditioning, heating, solar arrays, and energy conservation equipment and shall not apply to church steeples, clock towers, antennas, water towers and other similar structures.

**Section 2-13: Waterfront Setback Requirements.** No residential, retail, lodging or similar building or Structure may be erected within fifteen (15) feet of a lagoon edge, lake edge, mean high water mark of Broad Creek, or harbour bulkhead on any property as shown on a Recorded Development Plat; provided, however, that Structures in the nature of pools, decks, hot tubs, bike trails, cook-out and entertainment structures, open-air bar and food facilities, recreational support structures, picnic storage areas and restrooms may be built within such setback line upon approval by the Architectural Review Board. Variances to these setback requirements may be approved by the Company, where, in the sole discretion of the Company adjacent property and the overall development scheme would not be harmed by such variances.

**Section 2-14: Utilization of Solar Energy.** The Architectural Review Board and the Company shall encourage, but may not require, the utilization of passive solar designs as well as active mechanical solar collection devices for hot water heating and climate control of interior spaces in buildings constructed on the Property.

**Section 2-15: Animals.** No animals, livestock or poultry of any kind shall be raised, bred, kept or pastured on the Property other than a maximum of three (3) household pets kept in any one Resort Dwelling Unit. Each person who keeps a pet within a Resort Dwelling Unit shall abide by the following restrictions and affirmative obligations: (a) no pets may be kept, bred or maintained on the Property for any commercial purpose; (b) best efforts shall be exercised to not allow the pets to excrete upon the shrubbery or in any area within the Property or any Regime Common Properties which are regularly traversed by neighboring residents or in which children may be expected to play; (c) any defecation or solid excrement left by the pet upon the Common Properties or Regime Common Properties shall be removed by the owner or the attendant of the pet; (d) the pet shall not be allowed to roam on Common Properties or Regime Common Properties from its attendant uncontrolled by voice or leash; and, (e) any pet which consistently barks, howls or makes disturbing noises which might be reasonably expected to disturb other Property Owners, their Lessees and Guests, shall be muzzled.

**Section 2-16: Unsightly Conditions.** Each Property Owner and his Lessees and Guests shall: prevent and remove the accumulation of litter, trash, or rubbish; prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on the Property either before, during or after construction; prevent and remove accumulations on his Property which tend to substantially decrease the beauty of the specific Property or the community as a whole.

**Section 2-17: Sound Devices.** No exterior speaker, horn, whistle, bell or other sound device, except devices intended for use and used exclusively (and

with reasonable regard for neighbors) for safety or security purposes, shall be located, used or placed upon any part of the Property without a conditional one-year permit of the Company.

**Section 2-18: Offensive Activity.** No Offensive or Noxious activity shall be carried on upon the Property. "Offensive or Noxious" activity or behavior shall include but not be limited to a public nuisance or nuisance per se and shall also include any behavior which is inconsistent with both the reasonable pleasurable use of the Property area by Property Owners, their Lessees and Guests and their reasonable expectations of vacationing, year-round living, studying, working, recreating, or enjoying sports free of excessively noisy behavior grossly disrespecting the rights of others, flashing or excessively bright lights, racing vehicles, offensive displays of public sexuality, significantly loud electronic music distractions, or other similar unreasonable behavior or activity curtailing or likely to curtail the reasonable pleasure and use of the Property by others who are not participating in such offensive or noxious activity. Resort athletic events, concerts, festivals, competitions or shows primarily for the use and enjoyment of the Property by Property Owners and their Guests, conducted under permit from the Company shall not constitute offensive or noxious activity or behavior unless such permit is withdrawn by the Company, or its terms and conditions violated.

**Section 2-19: Laundry Drying.** Each Property Owner, his or her family, his or her tenants shall not hang laundry from any dwelling unit if such laundry is within the public view.

**Section 2-20: Prohibition of Oil and Gas Wells and Subsurface Mining.** No well for the production of, or from which there may be produced, oil, gas or minerals shall be dug or operated upon the Property, nor shall any machinery, appliance or structure, ever be placed, operated or maintained thereon in connection therewith, nor shall there be any subsurface mining or drilling activity provided, however, that the Declarant or the Company may engage in such subsurface or excavation activity as may be necessary and consistent with these Covenants to conduct any beach renourishment activity, or to construct, repair or maintain harbour facilities; provided further that the prohibition against drilling activity shall not include any drilling or excavation activity associated with the search for or development of water wells, the installation of utilities and communications facilities and any activity associated with soil testing, construction of building foundations or master drainage control.

**Section 2-21: Prohibition of Industry.** Neither the Company nor any Property Owner, nor the Declarant, their heirs, successors and assigns, shall erect or suffer or permit to be erected, on any part of the Property, any Structure or operation for the manufacture or production of any manufactured goods (other than hand-crafted items made in a home workshop) intended for off-premise sale; or any forge, foundry, blacksmith shop, furnace or factory of any kind or nature whatsoever for the manufacture of goods and operation of industry. Nothing herein shall prohibit the use of kilns, furnaces and welding or similar equipment in any artist or craft studio constructed to accommodate a home occupation permitted by these Covenants. In addition, nothing herein shall

prohibit as a resource recovery measure the production, in limited facilities, of alcohol, methane, ethanol, methanol or other biomass energy source derived from organic wastes originating on the Property. This Section shall not serve as a prohibition of Trade Oriented Services when such Trade Oriented Services are not used in the manufacture of goods or operation of industry.

Section 2-22: Subdivision of Property; Time Sharing, Interval Ownership. The Property shall not be subdivided other than by the Declarant except by means of a written and Recorded instrument indicating that such subdivision has been Approved by the Declarant. No unit of ownership may be subdivided to permit "Time Sharing" or other "devices" to effect interval ownership unless Approved by Declarant subject to conditions which may be imposed by Declarant.

For purposes of this Section, "devices" to effect interval ownership shall include but not be limited to ownership arrangements, including uses of corporations, trusts, partnerships or tenancies in common in which four or more persons not members of a Single Household have acquired, by means other than will, descent, inheritance or operation of law, an ownership interest (directly or indirectly, equitable or legal) in the same dwelling unit and such owners have a formal or informal right-to-use agreement.

Section 2-23: Prohibition of Motorcycles. No motorcycles other than mopeds (or other motor-powered bicycles) with less than or equal to one-brake horsepower shall be permitted within the Property. Mopeds with less than or equal to one-brake horsepower shall be limited to operation only on the paved roads designed for automobile traffic within the Property and on trails specifically designated for moped use by the Company and the use of such mopeds on bicycle trails, the beach, leisure trails and recreation areas is prohibited.

Section 2-24: Willful Destruction of Wildlife. No hunting shall be allowed on the Property, except under controlled conditions Approved by the Company and appropriate governmental wildlife authorities for the purpose of protecting Property Owners, the public and other animals against health hazards, disease and other anomalies resulting from species over-population, disease, and significant wildlife predation. Any violation of this provision shall constitute a trespass against property owned by the Company. Since this Property is not intended to be nor is to be maintained as a wildlife sanctuary, any depletion of wildlife stock which may result from the process of planned development shall not be deemed to be a violation of this Section.

Section 2-25: Firearms and Fireworks. The discharge of firearms and arrows of any kind, calibre, type or of any method of propulsion is prohibited within the Property. No fireworks may be discharged on the Property unless approved by the Company pursuant to Rules and Regulations established for major events.

Section 2-26: Drainage. The Company may establish reasonable regulations and restrictions pertaining to drainage and siltation originating on construction sites and parking lots, porosity of pavement materials used on roadways and parking lots and similar provisions relating to hydrological factors on the Property.

Section 2-27: Smells and Odors. The owner of any realty within the Property shall have the affirmative duty to prevent the release of obnoxious smells and odors from his Property which might tend to adversely affect the reasonable use and enjoyment of the lands and other interests in realty owned by adjacent and nearby Property Owners.

Section 2-28: Installation of Piers, Bulkheads, Filling and Excavation of Shorelands by Property Owner. No bulkheading, filling, excavation, stabilization or modification of marsh edges of the Property may be undertaken by any Property Owner or his agent unless such activity is Approved by Declarant or the Company. The Declarant or the Company may specify that such work must be undertaken by the Company on behalf of the Property Owner(s) involved and such owners shall be assessed for such portion of the cost of the work or the Company shall determine is reasonably allocable to the Property of such Property Owner(s).

Section 2-29: Duty to Insure Common Properties.

- (a) The Company. The Company shall maintain public liability insurance, to the extent obtainable, covering each Property Owner, Lessee and the managing agent, if any, against liability for any negligent act of commission or omission attributable to them which occurs on or in the Common Properties. To the extent obtainable, the Board of Directors shall also be required to obtain the following insurance: (a) fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring the facilities on the Common Properties, in an amount equal to their full replacement values and (b) workmen's compensation insurance. In addition, the Board shall have the right to obtain Directors and Officers liability insurance, fidelity insurance and other insurance it may deem proper to protect the Company, its members and property. All insurance premiums for such coverage shall be paid for by the Company and assessed as appropriate to all Property Owners.,
- (b) Property Owners. Each Property Owner shall insure his buildings for its full replacement value with no deductions for depreciation, against loss by fire, wind, flood and all other hazards. Such insurance shall be sufficient to cover the full replacement value and for necessary repair and reconstruction work. Such insurance shall include common party walls, connected exterior roofs and other connected parts of the attached Structures. In the case of apartment buildings, such insurance shall be maintained on the entire building rather than the individual units contained therein. in the case of

condominiums, such insurance shall be maintained by the applicable Horizontal Property Regime on all buildings within such Horizontal Property Regime and the owners of units shall pay an Assessment to the Regime for insurance.

- (c) Repair or Replacement of Damaged or Destroyed Property. In the event of damage or destruction by fire or other casualty to any building then the owner of such building (or in the case of condominium, the condominium regime or association) shall, within thirty (30) days of the receipt of the insurance proceeds paid pursuant to an insurance policy covering such building but in no event later than six (6) months from the date of such damage or destruction either: (a) commence reconstruction of the building, or; (b) clear the lot upon which the Improved Property is located of all debris, reseed the entire lot and make any repairs necessary to continue the structural soundness of any party wall which formed a part of the building. In the event: (a) restoration of the building is commenced but is terminated before completion of the building and such termination continues for a period of at least ninety (90) days; or (b) the lot is not cleared of debris and the party walls made structurally sound within thirty (30) days after commencement of clearance of the lot; or (c) restoration or commencement of clearance of the lot does not occur within said six (6) month period, the Company shall have the right to clear the lot of debris, reseed the lot and make any structural repairs as are necessary to make the party walls which were part of the building structurally sound. The cost of such repairs shall be an expense attributable to the lot and become an immediately due and payable special assessment against the lot collectible in the same manner as any other assessment provided for in Article VIII. In the event a lot shall be cleared, reseeded and party walls made structurally sound, then it shall be the obligation of the Owner of such lot to continue to maintain the lot in accordance with these Covenants.

- (d) Attached Units. Notwithstanding the provisions of the subdivision (c) of this Section, the following provisions shall apply to attached townhouses or condominium units:
- (i) The insurance referred to in subdivision (a) of this Section shall be written in a manner acceptable to an Insurance Committee established by the Company.
  - (ii) Each owner's policy shall contain a loss payment provision which provides that the proceeds of any loss shall be payable to the applicable Horizontal Property Regime or Association or its insurance trustee, if any, and if none, then to the owner which recipient shall hold such funds in trust to insure that repairs are made as hereinafter set forth. Each Owner, Regime or Association, as applicable, shall be required to supply the Insurance Committee with evidence of insurance coverage on his unit which complies with the provisions of this section.

(iii) Repair or Replacement of Damaged or Destroyed Property. Each Owner shall, with the concurrence of the Owner's Mortgagee, if any, and the Insurance Committee, be required to reconstruct or repair any Improved Property destroyed by fire or other casualty covered by insurance written in the manner set forth above. If no repair or rebuilding has been contracted for or otherwise substantially started by the Owner, within thirty (30) days after the appropriate loss payee receives the insurance proceeds the Insurance Committee shall take such steps as are necessary to compel the recipient of such proceeds to initiate the repair or rebuilding of the damaged or destroyed portions of the structure and/or exterior of the Improved Property, in a good and workmanlike manner in conformance with the original plans and specifications. The contract or contractors selected to perform the work shall provide full performance and payment bonds for such repair or rebuilding. In the event the insurance proceeds are insufficient to fully pay the costs of repairing and/or rebuilding the damaged or destroyed portions in a good and workmanlike manner, and the owner, regime or association, as applicable, does not take such steps as are necessary to generate the additional funds to complete the reconstruction, the Company shall be empowered to levy a Special Assessment against the Property Owner or Owners in whatever amount is required to make up the deficiency. If the insurance proceeds exceed the cost of repairing and/or rebuilding, such excess shall be paid over to the respective Owner and/or the Owner's mortgagee in such portions as shall be independently determined by those parties.

Section 2-30: Party Walls. The general rule of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall or party fence which is built as part of the original construction of the attached structure and any re- placement thereof.

In the event that any portion of any structure, as originally constructed by any developer, including any party wall or fence, shall protrude over two adjoining lots, it shall be deemed that said Property Owners have granted perpetual easements to the adjoining Property Owner or Owners for continuing maintenance and use of the projection, party wall or fence. The foregoing shall also apply to any replacements of any structures, party walls or fences if the same are constructed in conformance with the original structure, party wall or fence. The foregoing condition shall be subject to amendment of these Covenants.

The cost of reasonable repair and maintenance of a party wall or party fence shall be shared equally by the Property Owners who make use of the wall or fence in proportion to such use.

If a party wall or party fence is destroyed or damaged by fire or other casualty, any Property Owner who has used the wall or fence must restore it, and if the other Property Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Property Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Notwithstanding any other provisions of this Section, a Property Owner who by his negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

The right of any Property Owner to contribute from any other Property Owner under this Section shall be appurtenant to the land and shall pass to such Property Owner's successors in title.

Section 2-31: Duty of Property Owners to Inform Company of Current Address. Each Property Owner shall have the affirmative duty and obligation to inform the Company in writing of any change of ownership of the Property, the Property Owner's current address, and any failure of the Property Owner to receive any information from the Company at the correct address of the Property Owner. No Property Owner may be excused from his obligations established in these Covenants nor challenge a Mail Referendum if the Company mailed an assessment bill, statement, Mail Referendum ballot or notice of Mail Referendum to the last address of said Property Owner which is recorded on the books of the Company and for which the Company has not received the Property Owner's current address or notice of change of ownership from the Property Owner.

### Article III: Resort Open Space and Private Open Space

Section 3-1: Designation of Resort Open Space and Private Open Space. The Declarant and other owners of Property including members of a Horizontal Property Regime may designate portions of their Property (other than Regime Common Property) as Resort Open Space for periods of twenty-five (25), fifty (50), ninety-nine (99) years as such durations may be specifically adopted and recorded as to specific parcels by the Declarant or other Property Owners; provided, however, that no such designation shall extend beyond the duration of these Covenants. To further this purpose, the Declarant covenants that no Resort Open Space shall be subject to any charges or assessments.

No property, including Regime Common Property, shall be Resort Open Space or Private Open Space unless it is described as "Resort Open Space" in a Recorded declaration signed and formally executed by the title owner, the declaration is also accompanied by a plat prepared by a registered surveyor which plat recites metes and bounds and the approximate number of square feet

of Resort Open Space within such described area that is designated as Resort Open Space.

Section 3-2: Transfer of Resort Open Space by the Declarant or any Other Owner. The Declarant or any other owner may assign, transfer and otherwise convey to the Company, whether by fee simple title or term-of-years conveyances, any land designated as Resort Open Space, at which time the land shall become a Common Property. The Company must accept such conveyance. Nothing within this Section or this Declaration places on the Declarant an affirmative obligation to designate any areas as Resort Open Spaces and nothing within this Section or these Covenants places on the Declarant an affirmative obligation to transfer the title to any areas of Resort Open Space to the Company.

Section 3-3: Member's Easement of Enjoyment of Resort Open Space. Subject to the provisions of these Covenants, the rules and regulations of the Company, and any fees or charges established by the Company, every Class "A", "B" and "C" Member shall have a right to easement of access, use and enjoyment in and to the lands designated in a supplemental Declaration as Resort Open Space whether title to such Resort Open Space is held by the Declarant, the Company or any other Property Owner, and such easement shall be appurtenant to and shall pass with the title of all realty owned within the Property by each Property Owner.

Section 3-4: Festivals in Resort Open Space. Subject to appropriate safety and noise control regulations established by the Company, the Company may designate one or more areas of Resort Open Space for use as sites for festivals where the primary emphasis is on art, music, performing arts, dance, sports, civic affairs and like events.

Section 3-5: Limited Use of Resort Open Space. Resort Open space may be used for the following purposes only if a written permit has been received from the Company: (a) for special events or church service parking; (b) for television and other communications equipment in a temporary installation; (c) for helicopter pads; (d) for multiple outdoor recreation activities and facilities and parking therefor.

Private Open Space and Resort Open Space may not be used for private household and residential purposes; nor used for hotels, inns, and conference facilities; nor used for commercial, professional or recreational purposes; nor boating service/storage yards; nor for cleaning, maintenance, repair, or utility areas.

#### Article IV: Rights Reserved by the Declarant, its Successors and Assigns

Section 4-1: Other Rights and Reservations. The OMISSION OF ANY RIGHT OR RESERVATION IN THIS ARTICLE SHALL NOT LIMIT ANY OTHER RIGHT OR RESERVATION BY THE DECLARANT WHICH IS EXPRESSLY STATED IN OR IMPLIED FROM ANY OTHER PROVISION IN THESE COVENANTS.

Section 4-2: No Affirmative Obligation Unless Stated. ANY RESERVATION OR RIGHT OF THE DECLARANT WHICH IS STATED IN OR IMPLIED FROM THESE COVENANTS SHALL NOT GIVE RISE TO ANY AFFIRMATIVE OBLIGATION OR DUTY ON THE PART OF THE DECLARANT UNLESS EXPRESSLY STATED IN THESE COVENANTS.

Section 4-3: Modification and Revision of the Concept Research or Master Plans. The Declarant reserves the right to modify the Concept Research Plan or Master Plan with respect to any parcel, lot or area within the Property which has not by Recorded declaration been dedicated to the Company as Common Properties or already been conveyed to a Property Owner. No implied equitable or legal covenants, servitudes or easements shall arise with respect to lands retained by the Declarant by virtue of any Concept Research Plan or Master Plan. The right of the Declarant to modify the Concept Research Plan shall not include the right to do any act inconsistent with respect to these Covenants or any supplemental declaration of covenants, conditions and restrictions which may hereafter be filed by the Declarant with respect to the Property.

Section 4-4: Certain Utility, Communications, Transportation and Public Convenience Easements. Unless expressly waived by Declarant, the Declarant reserves exclusively unto itself, its successors and assigns, a perpetual, alienable and releasable utility easement and right in, on, over and under the Property to erect, maintain, operate and use poles, wires, cables, switches, computers, receptacles, satellite transmission earth stations, conduits, directional and informational signs, drainage ways, sewers, irrigation lines, wells, antennas, receivers, garbage collection facilities, pumping stations, tanks, water mains and other suitable equipment including microwave and satellite stations for the conveyance, transmission or use of video, voice, facsimile and data communications, electricity, gas, sewer, water, drainage or other public conveniences, utilities and communication facilities on, in or those portions of such property as may be reasonably required for utility line purposes; provided, however, that:

- (a) no utility easement shall run across any portion of the Property which is covered by an existing building or across any area for which written approvals to construct a building thereon have been obtained within the past year from the Company or the Architectural Review Board;
- (b) such easement or installation of utilities therein or thereon shall be maintained in as attractive a state as is reasonably feasible;
- (c) the Declarant, without obligation, reserves the right to transfer any such utilities and easements, in whole or in part, which it owns to the Company, at which time the Company shall be responsible for and shall have the obligations to operate and maintain such utility easements;
- (d) the Declarant, without obligation, reserves the right to transfer such utilities and utility easements and easements of access

to such utility and utility easements, in whole or in part, to another entity, whether public or private, which shall undertake to provide such utility ~~services~~.

No utility, communications, public convenience or transportation facility described in this Section may be installed or operated unless such facility is approved by Declarant. The Declarant or service providers approved by the Company may charge reasonable fees for the provision of such utility, communications, public convenience or transportation facilities or services.

Declarant reserves the right to irrigate the front thirty-five (35) feet of any Resort Dwelling Lot.

These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Any material disturbance to the grounds of any Property Owner or Common Properties caused by such utility installation shall be repaired and said grounds returned to a reasonable reconstruction of their prior condition by the Declarant or prompt and reasonable remuneration for such repair shall be made to such Property Owner by the Declarant. The Declarant further reserves to itself, its successors and assigns the right to locate wells, pumping stations, siltation basins and tanks within the Property in any Common Property or on any property designated for such use on the applicable plat of the property, or to locate same upon any property with the permission of the respective Property Owner.

Section 4-5: Bridges and Walkways. The Declarant retains a twelve (12) foot easement along the road edge, marsh edge, parking lot edge or lagoon edge of all Development Unit Parcels, Common Properties, Regime Common Properties, Resort Dwelling Lots for the purpose of constructing bikeways, moped or golf cart trails, jogging paths, bridges and other passageways to interconnect with major recreational, commercial, residential and lodging facilities on the Property.

Section 4-6: Easements in Resort Open Space and Common Properties. The Declarant may make access trails or paths through Common Properties and Resort Open Space for the purpose of permitting recreation, picnicing, health and fitness exercise, observation and study of wildlife, hiking and riding, to identify sites for and to construct helicopter landing pads, to erect small signs through the Resort Open Space designating points of particular interest and attraction, to irrigate the Resort Open Space and Common Properties including the use of treated sewerage effluent and to take such other steps as are reasonable, necessary and proper to further the community use and enjoyment of the Resort Open Spaces; provided, however, there is no affirmative obligation on the Declarant to perform such functions.

**Section 4-7: Repurchases by the Declarant.** In consideration of the affirmative obligations of and benefits to all Property Owners provided by the Declarant under these Covenants, when any Resort Dwelling Lot; Resort Dwelling Unit; Resort Lodging Unit; Professional Service Unit; Retail Unit; Restaurant Unit; Inn or Hotel; Service, Maintenance, or Cleaning or Utility Unit; Development Parcel or other Unimproved Land within the Property is offered for sale by successors in title to the Declarant, the Declarant shall have the exclusive option to purchase such property at the price and on the terms of any bona fide offer for such property made in writing to the Property Owner at such time and submitted to Declarant for verification.

Each Property Owner shall notify Declarant of its intent to sell his property with such notice setting forth in full the certified terms and conditions of the sale, and including the full name and primary address of the prospective true buyer (as distinguished from agents and intermediaries). Declarant shall have thirty (30) days after presentation of such notice to Declarant to exercise this purchase option. If Declarant has not executed a contract for purchase during this period, the record owner may freely convey the property to the subject offeror. Should, however, such sale to a third party not be consummated within four (4) months of the date the offer is transmitted to Declarant at the price and on the terms offered or a price more favorable to the seller, the terms and limitations of this Section shall again be imposed upon any sale by the Property Owner.

If Declarant elects to purchase such property, the transaction shall be consummated on the terms offered; provided, however, that Declarant shall have a minimum of thirty (30) days from the delivery of notice to consummate the transaction. This provision shall cease to be effective beyond December 31, 2001.

**Section 4-8: Enforcement.** The Declarant shall have the right, but shall not be obligated, to proceed at law or in equity to compel compliance to the terms of this Declaration or to prevent the violation or breach in any event. Violators shall be personally obligated to reimburse the Declarant in full for all its direct and indirect costs or damages resulting from the violation or breach, including but not limited to legal fees and expenses incurred by the Declarant and/or the Company in maintaining compliance with this Declaration, and such obligation shall also constitute a lien upon the property of any Property Owner in accordance with Section 10-1.

The Declarant and the Company also retain an easement and license to enter upon any part of the Property, after reasonable notice, to engage in such repair, maintenance, upkeep or reconstruction as may be necessary to enforce compliance with this Declaration, and the full cost of such maintenance, repair, upkeep or reconstruction shall constitute a lien upon the Property Owner's property and shall be a personal obligation of the Property Owner in accordance with Section 10-1.

Section 4-9: The Declarant's Right to Convey Certain Properties and Rights to the Company; Properties Donated by the Declarant; Limited Reversion or Properties Donated by Declarant. The Declarant, its successors and assigns, may at its option and without obligation to do so, convey to the Company, at nominal or no cost of acquisition to the Company, by deed or ninety-nine (99) year lease, or other instruments appropriate to convey to the Company, the entire beneficial use in perpetuity or for ninety-nine (99) years, any lands or improvements thereon, and any easement retained by the Declarant, which are owned by the Declarant and which are to be used for any of the following uses or purposes:

- (a) Roads, walkways, jogging paths, nature trails, bikeways, transit corridors and facilities, bridges and cross-overs;
- (b) Utilities and communications facilities, amphitheaters, parking areas; clubhouses and meeting rooms or offices for the Company;
- (c) Athletic fields, lacquet sports courts, swimming pools;
- (d) Maintenance facilities; security facilities; fire prevention and control facilities; central reservations facilities; sewage, water and waste facilities;
- (e) Resort Open Space, gardens, ponds and lagoons;

Unless otherwise agreed upon by the Company, all transfers made pursuant to this Section shall be "subject to" any debts or mortgages outstanding at the time the land or property is transferred; provided, however, that unless the Company agrees to the assumption of any such indebtedness, Declarant agrees that it will take such action as is necessary to prevent the lien of any such debts or mortgages from being foreclosed or to otherwise endanger the rights to the use of such property by members of the Company for its intended purpose.

Upon the transfer of such properties, the properties shall become Common Properties, and the Company shall have the obligation to maintain the transferred properties in a manner and to the degree consistent with a clean, safe, high quality, aesthetically attractive and functionally convenient resort community, and in a manner and degree consistent with the restrictions and obligations set forth in the instrument of conveyance and these Covenants.

The properties transferred by the Declarant pursuant to this Section shall be "Properties Donated by the Declarant." In the event these Covenants be declared to be void, invalid, illegal or unenforceable in its entirety or in such significant manner that the Company is not able to function substantially as contemplated by the terms hereof for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, and such adjudication occurs within twenty (20) years of the date of recording these Covenants, all Properties Donated by Declarant which belong to the Company at the time of such adjudication shall revert to the Declarant.

The Declarant may also assign to the Company any right retained or reserved by the Declarant pursuant to these Covenants. The Company shall accept such assignment of rights and shall exercise the rights in furtherance of its responsibilities for the benefit of all Property Owners, or give effect to the intent of Declarant as established in the recitals of these Covenants. Except as provided elsewhere in these Covenants, the Company may not thereafter convey these rights to a third party.

Section 4-10: Use of Trademark. Each Property Owner or Lessee, by acceptance of a deed to any lands, tenements or hereditaments within the Property hereby acknowledges that "Shelter Cove," "Paimetto Dunes" and "Shelter Cove Harbour" are service marks and trademarks of the Declarant. Each Property Owner or Lessee agrees to refrain from misappropriating or infringing these service marks or trademarks.

Section 4-11: Subdivision and Replatting of Property. Notwithstanding the provisions of Section 2-22, the Declarant expressly reserves unto itself, its successors or assigns the right to replat any two (2) or more adjacent lots into one (1), two (2) or more lots which are owned by the Declarant, and the Declarant may take such other steps as are reasonably necessary to make such replatted lot suitable and fit for use for its originally intended purpose. Such steps may include but are not limited to the relocation of easements, walkways, bike tracts and rights-of-way to conform to the new boundaries of said replatted lots; provided, that no lot originally shown on a Recorded Development or Survey Plat is reduced to a size smaller than the smallest lot in such recorded subdivision plat. Notwithstanding the foregoing, however, any such lot may be reduced in size to a minimum of one acre whether or not such reduction in size is smaller than the smallest lot in the recorded subdivision plat.

Section 4-12: Recording of Additional Restrictions on Land Use by the Owner Thereof. No Property Owner may impose additional restrictive covenants on any lands within the Property beyond those contained in these Shelter Cove Covenants of 1982 without consent of the Declarant. The Declarant may impose additional restrictive covenants on land then owned by the Declarant without the consent of any other Property Owner or the Company, but no such additional Declarations of Land Use Restrictions may remove or lighten the burdens and benefits established by these Covenants.

Section 4-13: Right to Approve Horizontal Property Regime. No Horizontal Property Regime established on the Property shall be effective until all legal documents associated therewith have been Approved by Declarant and such Approval supplements the Recorded Master Deed for the Horizontal Property Regime. A reasonable charge for cost of legal review may be charged the developer by the Company.

Section 4-14: Right to Amend Covenants. The Declarant specifically reserves to itself the right to amend this Declaration on its own motion from the date hereof until January 1, 2001, for the purpose of making technical changes to eliminate or clarify conflicting provisions, or adding or deleting any provisions as provided by the mechanism found in Section 6-4(c) below.

In addition, until January 1, 2001, Declarant reserves the limited right to make changes in these Covenants, requested by lending agencies or title insurance companies in order that clearer title can be conveyed to Property Owners and to remove any restraints on alienation adversely affecting the issuance of, or cost of, title insurance. Moreover, Declarant further reserves for said period the right to amend the Covenants as necessary in order to comply with the requirements and guidelines of such agencies as the Federal National Mortgage Association and similar Federal or quasi-Federal agencies involved in mortgage financing programs.

Section 4-15: Harbour Covenants. Declarant at a later date will adopt and file a subsequent declaration of covenants, easements, conditions and restrictions running with the land of Declarant and private Harbour Basin waters and bottom lands of Declarant, covering all matters including but not limited to assessment provisions pertinent to boat docks, bulkheads central harbour facilities, riparian rights, the harbour basin, and other similar property of Declarant.

Section 4-16: Declarant Related Amendments. So long as Declarant shall own any land within the Property, no Declarant Related Amendment shall be made to the Declaration, to any supplemental declaration, to the Articles of Incorporation of the Association, to the Association By-Laws, Rules, Regulations, Resolutions or other similar Company document, nor shall any such developer related amendment be executed, adopted or promulgated by the Company or the Board of Directors unless such Declarant Related Amendment shall be specifically approved in writing by Declarant in advance of such execution, adoption, promulgation and recording. The decision of Declarant to approve any developer related amendment shall be in the sole and absolute discretion of Declarant and Declarant shall not be liable to the Company, its members or any party as a result of granting or refusing approval.

Section 4-17: Declarant's Lands. So long as Declarant continues to construct any facilities within the Property, no action may be taken by the Company applicable to the Declarant or any of the lands owned by Declarant unless such action shall be approved in writing by Declarant or unless the need therefore shall be waived by Declarant in writing.

### PART THREE

#### THE SHELTER COVE HARBOUR COMPANY

Article V: Creation and Functions of Shelter Cove Harbour Company

Section 5-1: Creation of The Shelter Cove Harbour Company. The Declarant shall cause to be incorporated, under the laws of South Carolina, a non-profit corporation called the Shelter Cove Harbour Company (the "Company").

Section 5-2: Status of Company. The Shelter Cove Harbour Company, its successors and assigns shall be considered: (1) assignees of the Declarant; (2) by virtue of the rights and obligations assigned and assumed by the Company herein, as a real-party-in-interest under these Covenants; and (3) as a third-party beneficiary under these Covenants. The Company and its successors and assigns shall have standing and authority at law or in equity, to carry out and enforce these Covenants or any supplemental Declaration made pursuant to these Covenants.

Section 5-3: Powers and Functions of the Company. The Company may perform any act or incur any obligation permitted under the laws of South Carolina pertaining to non-profit corporations. In particular, the Company may undertake any activity or function which will likely benefit the Property by improving or maintaining its economic, environmental, commercial, aesthetic, cultural or historic value, or enhance the use and enjoyment of the Property.

Section 5-4: Governmental Successor. Subject to Pertinent Law the Company may convey all or any part of any Common Properties owned by the Company, including lease-hold interests, to any public agency, authority, public service district, utility or private concern for such purposes and subject to such conditions as may be agreed to by the Company. No such gift or sale or determination as to the purposes or as to the conditions of the transfer shall be effective unless such dedication, transfers and determinations as to the purposes and conditions is authorized by Main Referendum as set forth in Section 6-4. Unless specifically reserved in the deed of conveyance, the transfer of any Common Properties by the Company to third parties will extinguish all licenses and easements of Property Owners in Common Properties.

Section 5-5: Notice. The Company or its agents may not enter upon the lands, realty or facilities of any Property Owner to perform any function or to install any utility, communications or public conveyance facility without providing at least two (2) weeks mail notice to the Property Owner in conformity with the By-Laws.

Section 5-6: Neighborhood Committees; Horizontal Property Regime Committees. The Company shall have the power to form Neighborhood Committees and Horizontal Property Regime Committees for the purpose of carrying out maintenance, architectural control, enforcement of rules and regulations, assessments and other functions particularly applicable to any Neighborhood or to any Horizontal Property Regime. The establishment or termination of such committees shall occur only upon the vote of a majority of the Directors of the Company. The specific powers, rights and obligations of such committees shall

be set forth in the resolution establishing the committee. The decision of any such committee shall at all times be subject to review, modification and reversal by the Board of Directors of the Company or any other committee established by the Company for such purposes.

Section 5-7: Architectural, Siting, Vegetation and Building Control. The Company shall have the ultimate authority for decisions and actions pertaining to architectural, siting, landscaping, tree and vegetation removal, parking and building controls. The Board of Directors of the Company shall periodically appoint for terms of one year a three (3) or five (5) member Architectural Review Board, the members of which need not be Property Owners, which shall function as an agent of the Company for the purpose of reviewing architectural designs submitted to the Declarant. Standards for such review shall be published by the Architectural Review Board of the Company and shall be made available to any Property Owner at the cost of publication. Modifications in like fashion may be made by the Board.

No approval of plans, location or specifications, and no publication or architectural standards bulletins by the Architectural Review Board or the Company shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence or that such standards comply with Pertinent Law.

Article VI: Membership, Notice, Voting Rights and Certain Obligations of Members of the Company

Section 6-1: Automatic Memberships. Every Property Owner and the Declarant shall be a member of the Company. The Class "A", "B" and "C" Members as defined in Section 6-2 below are sometimes hereinafter collectively referred to as the "Members."

Section 6-2: Voting Rights. The Company shall have three (3) types of regular voting membership. Members are divided into classes for the sole purpose of computing voting rights and shall in no event vote as a class.

Class "A" - Class "A" Members shall be all those owners (including the Declarant) of Resort Dwelling Lots, Resort Dwelling Units and Resort Lodging Units. A Class "A" Member shall be entitled to one (1) vote for each Resort Dwelling Lot. Once a Resort Dwelling Unit is constructed upon a Resort Dwelling Lot and a Certificate of Occupancy is issued, the owner thereof shall have two votes. The owner of each Resort Lodging Unit shall be entitled to one vote.

Class "B" - Class "B" Members shall include all those Property Owners (including the Declarant in its capacity as owner of developed or improved property) other than Class "A" Members.

A Class "B" Member shall be entitled to one (1) vote plus one (1) vote for each \$500 of annual prior year assessment over and above the first \$500 in assessments paid in the prior assessment year to the Company; provided, however, that in computing the number of votes such an owner shall have the amount of assessments shall be rounded off to the nearest \$500. For example, a Class "B" Member who pays \$749 in annual assessment will have one (1) vote; a Class "B" Member who pays \$751 in annual assessments will have two (2) votes.

Class "C" - the Class "C" Member shall be the Declarant until it elects to be classed only as to its property units providing Class "A" or Class "B" membership. The Class "C" Member shall be entitled to one (1) vote, plus one (1) vote for each vote held by Class "A" and Class "B" Member; provided, however, that after September 1, 1991, or sooner if the Class "C" Member so relinquishes its voting rights in a recorded Declaration, the Class "C" Member shall exercise votes only as to its Class "A" and Class "B" memberships.

When any property entitling any owner to membership as a Class "A", "B" or "C" Member of the Company is owned of record in the name of two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants by the entirety, time share or interval owners, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two (2) or more persons or entities have the fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the secretary of the Company, their acts with respect to voting shall have the following effect: (a) if only one (1) vote in person or by proxy, his act binds all; (b) if more than one (1) vote in person or by proxy, the act of majority so voting binds all; (c) if more than one (1) vote in person or by proxy, but the vote is evenly split on any particular matter, each fraction shall be entitled to its proportionate share of the vote or votes; (d) if the instrument or order so filed shows that any such tenancy is held in unequal interest, a majority or even split for purposes of this paragraph shall be a majority or even split in interest; (e) the principles of this paragraph shall apply, insofar as possible, to execution of proxies, waivers, consents or objections and for the purpose of ascertaining the presence of a quorum.

The voting rights of any Property Owner may be assigned by said Property Owner to his Horizontal Regime President or Lessee who has entered

into a lease with a term of two (2) years or more; provided, however, that the Property Owner may not assign to such Lessee any vote or votes not attributable to the property actually leased by the Lessee; provided, further, that such assignment of voting rights is in writing and a copy of such assignment is filed with the Company.

Section 6-3: Board of Directors. The Company shall be governed by a Board of Directors consisting of three (3), five (5), seven (7) or nine (9) members. Initially, the Board shall consist of three (3) members with the number in subsequent years to be determined by the members of the Board of Directors as provided in the By-Laws of the Company. When voting to elect Directors, each Member shall be entitled to as many votes as equal the number of votes he is ordinarily entitled to, based on his ownership of one or more of the various classifications of property multiplied by the number of Directors to be elected. All votes must be based in whole numbers and not fractions thereof.

Section 6-4: Members' Right to Approve Certain Actions By Mail Referendum: Special Assessments; Amendments of Covenants; Merger of Another Property Owners Association; Matters Specified in By-Laws of Company. The Board of Directors of the Company may, by resolution adopted by a two-thirds (2/3) favorable vote of the Board, initiate a Mail Referendum in which Class A and Class B Members of the Company shall collectively have the power to approve or reject: (a) any Special Assessment recommended by the Directors as provided in Section 8-3; (b) any merger of the Company with another property owner's association serving an adjoining or nearby tract; (c) amendments to any provision of these Covenants except that no amendment may impair any right reserved by the Declarant, may create or increase any liability of the Declarant or the Company, alter the land use class of any property retained by the Declarant or any Property conveyed by the Declarant prior to the Mail Referendum unless expressly approved in writing by Declarant; (d) any increase in the Standard Assessment which is twenty percent (20%) greater than the Standard Assessment of the previous year, apply retroactively or absolve any Property Owner for past or future responsibility for assessments under these Covenants; (e) other fundamental and material actions designated in the Company's By-Laws as actions for which Mail Referendum must be held; and (f) the sale of any Common Property consisting of real estate or major improvements.

Any Mail Referendum mailing shall include a statement prepared by the Directors of the Company stating the reasons that two-thirds (2/3) of the Directors are for passage of the Referendum, together with a statement prepared by the Directors dissenting from such proposed action; provided, however, that neither of such statements may exceed a maximum length of five (5) pages on each proposed action.

Unless otherwise specified, wherever a Mail Referendum is conducted, the Declarant may vote only to the extent of one (1) vote for each \$500 of annual assessments paid during the last assessment year to the Company, and such assessment year to the Company, and such Referendum shall be deemed to "Approved" and shall be deemed to be authorized by the Members in the event that fifty-one percent (51%) or more of the votes actually returned to the Company within the specified time shall be in favor of such action.

In order to be counted, any Mail Referendum ballots must be returned to the Company within thirty (30) days of the date the ballot was post marked as mailed by the Company.

No Mail Referendum amending these Covenants shall be effective unless a statement of the results thereof is signed by the President and Secretary of the Company in their representative capacities, the statement is mailed to Property Owners in the manner provided in the Company's By-Laws, and said statement is recorded in the name of Shelter Cove Harbour Company as grantor. Said statement shall include the effective date of the action, the date at which a mailing of the Mail Referendum was made, the total number of votes needed to adopt the action and the total votes cast for and against the action.

#### Article VII: Common Properties

Section 7-1: General. The title to all Common Property shall be held by the Company. All Common Properties are to be devoted to and intended for the common use and enjoyment of the Property Owners, their Lessees and Guests at uniform fees, charges and assessments established from time to time by the Company. The designation of land or improvements as Common Properties shall not mean or imply that the public at large or Property Owners, their Lessees and Guests, acquire an easement of use and enjoyment therein except at such fees, and under such rules and regulations for operation, as may be established from time to time by the Company. See Section 4-9 pertaining to the Declarant's right to convey certain categories of Common Properties to the Company.

Section 7-2: Extent of Members' Easements in Common Properties. Every Class "A" and "B" Member shall have a right and easement of access, use and enjoyment in all Common Property (exclusive of Private Open Space, if any, which becomes Common Property), and such easement shall be appurtenant to and shall pass with the title of every tract of land or other unit ownership of realty within the Property; provided, however, that the rights and benefits created hereby shall be subject to the rights and functions of the Declarant and the Company set forth in this Declaration.

Section 7-3: Purchased Common Properties. "Purchased Common Properties" shall be considered Common Properties, and except where provided otherwise, all provisions in these Covenants pertaining to Common Properties shall be

applicable to Purchased Common Properties. Subject to the limitations provided elsewhere in these Covenants, every Class "A", "B" and "C" Member shall have a right and easement of enjoyment in the use of any property now or hereafter defined as "Purchased Common Property" pursuant to this Declaration.

Section 7-4: Company Liability for Purchased Common Properties. The Company shall assume all purchase money mortgages and all liability necessary to remove liens or other financial encumbrances on their stated schedule of term amortization which have benefited and have attached to any Purchased Common Property.

Article VIII: Resort Assessments and Other Charges:

Section 8-1: Collection and Use of Resort Assessments and Other Charges. The Resort Assessments, Special Assessments, fees, charges and liquidated damages described in these Covenants shall be collected by the Company and used exclusively for carrying out the functions of the Company.

There shall be two categories of assessments applicable to the Property: (1) Standard Resort Assessment; and (2) Special Assessment for Major Repairs and Emergencies. In addition, some properties and the owners thereof shall be subject to Resort Promotion Assessments or Neighborhood Assessments. Resort Promotion Assessments are paid by those who benefit from rental of their properties on a transient basis. Neighborhood Assessments are applied to purposes limited to a given neighborhood and are paid by Property Owners in that neighborhood. Each of these assessments is further defined below.

The Board of Directors of the Company shall annually establish a budget and fix the amount of the Assessment against each Property Owner and the Declarant and shall at that time direct the preparation of an index of the properties and assessments applicable thereto which shall be kept in the office of the Company and which shall be open to inspection by any Property Owner. Written notice of assessment shall thereupon be sent to every Property Owner subject thereto.

Section 8-2: Standard Assessments. The Board of Directors shall establish the initial standard assessments as set forth in subparagraphs (a) through (c) below.

The Board of Directors of the Company may, by two-thirds (2/3) affirmative vote, after consideration of current costs and future needs of the Company, fix the Standard Assessment for any year at an amount less than the Standard Assessment, but such action shall not constitute a waiver by the Company of its right to revert to the full regular Standard Assessment in subsequent years. If the Board of Directors, however, fixes the Standard Assessment at an amount less than the amount set forth in above and it subsequently is determined by the

Board that the amount assessed will not be sufficient to meet the Company's current obligations, the Board shall have the power to levy the Standard Assessment retroactively.

The Board of Directors of the Company shall have the authority to increase the Standard Assessment by an amount twenty percent (20%) greater than that of the previous year without approval by members in a Mail Referendum.

The Board of Directors shall submit for vote of "A" and "B" members in a Mail Referendum a Standard Assessment twenty percent (20%) greater than the previous year's Standard Assessment. If the Mail Referendum is approved by the voters, the proportionate increase shall be the same for all Property Owners, other than property exempt from all assessments and the exemption from Resort Promotion Assessments of residential property where rentals of less than thirty (30) days are prohibited pursuant to recorded deed references. Any time the actual assessment levied by the Board of Directors of the Company is less than the Standard Assessment, such decrease shall be apportioned among all Property Owners, such that the proportionate decrease received by each assessment class.

In determining the amount of the standard assessment for any year, the Company may establish reserve funds equal to but not greater than ten percent (10%) (or such percentage which from time to time is established by the Internal Revenue Code or regulations issued pursuant thereto as that amount of income for property owners association which may be accumulated without adverse tax consequences) of the receipts from its Standard Assessments to be held in an interest drawing account or in prudent investments as a reserve for operating capital, major rehabilitation or major repairs, and for emergency and other repairs required as a result of depreciation, erosion, storm, fire, natural disaster or other casualty loss.

- (a) Resort Dwelling Lots. The Standard Assessment for each Resort Dwelling Lot shall be \$250 on each Resort Dwelling Lot. Once a Resort Dwelling Unit is constructed upon a Resort Dwelling Lot, assessments shall be based upon the Resort Dwelling Unit and no separate assessment shall be made upon the Resort Dwelling Lot.
- (b) Resort Dwelling Units. The Standard Assessment for each Resort Dwelling Unit shall be \$350.
- (c) Undeveloped Lands and Development Parcels. Development Parcels and Undeveloped Land, whether or not subdivided, shall have a Standard Assessment equal to the Applicable Beaufort County Property Tax on such parcel.
- (d) Boating Units. In subsequent Covenants the Declarant shall establish Shelter Harbour Company assessment procedures for

boat units, dock facilities and harbour related structures and facilities.

- (e) Hotels and Inns. Hotels and Inns will be subject to the following Standard Assessments:
- (i) Single Ownership Inns or Hotels. The Standard Assessment for any non-Condominium Inns or Hotels shall be equal \$100 for each bedroom unit without kitchen facilities and \$150 for each efficiency apartment or one-bedroom apartment in each inn or hotel.
  - (ii) Inns or Hotels Under Condominium Ownership. The Standard Assessment for each Resort Lodging Unit in an inn or hotel which is under condominium ownership and which is a part of a Horizontal Property Regime shall be \$100 for each Resort Lodging Unit which is a bedroom unit without kitchen facilities and \$150 for each Resort Lodging Unit which is an efficiency or one-bedroom apartment.
  - (iii) Special Lodging Facilities. The Standard Assessment for Special Lodging Facilities shall be set by the Directors to be approximately equivalent to (i) and (ii) above, adjusted downward for relative differences in forecast gross revenues per bedroom or dwelling unit.

Any Retail Unit, Professional Service Unit or Restaurant Unit which is located in any hotel, inn or lodging facility shall pay a separate Standard Assessment as provided in Subsections (f), (h) and (g) of this Section.

- (f) Commercial, Recreational and Professional Service Units. The Standard Assessment for each Professional Service Unit shall be \$10 for every two hundred (200) square feet (rounded off to the nearest multiple of two hundred (200)) of floor area in each Professional Service Unit.
- (g) Restaurant Units. The Standard Assessment for each Restaurant Unit, shall be \$25 for every two hundred (200) square feet (rounded off to the nearest multiple of two hundred (200) of floor area in each Restaurant Unit.
- (h) Retail Units. The Standard Assessment for any Retail Unit shall be \$25 for every two hundred (200) square feet of floor area in each Retail Unit, up to one thousand five hundred (1,500) square feet and \$15 for each two hundred (200) square feet of retail space in excess of one thousand five hundred (1,500) feet.
- (i) Sports, Athletic, Health Club or Recreational Park Unit. The Standard Assessment for each Sports, Athletic or Health Club or

Recreational Park Unit which is operated as a for-profit facility shall be \$400.

- (j) Cleaning, Maintenance, Service or Utility Units. Each Cleaning Repair, Maintenance, Service or Utility Unit intended to be operated as a profit-making facility, or as a separate and non-adjacent support installation for a profit-making facility shall be subject to a \$200 Standard Assessment.
- (k) Open Space. No Standard Assessments of any kind shall be made upon any property which by Declaration filed with the Beaufort County, South Carolina, Clerk of Court, has been dedicated to Open Space even though ownership of which has been retained by a Property Owner other than the Company by the Company.
- (l) Land Owned by the Declarant. The Declarant shall be liable for Standard Assessments on any real property owned by it which is located within the Property except as described in section (m) below.
- (m) Non-Assessable Land and Water and Public Interest Facilities. No Standard Assessment, no Special Assessments for major repairs, no Resort Promotion Assessment may be made upon any Open Space. No assessments shall be made upon the Declarant's interest in the Central Harbour Facilities, Harbour Access Zone, Bulkheads and the Harbour Basin. In addition, in its discretion, the Board of Directors of the Company may exempt from the annual Resort Assessments, any private medical clinics, convalescent homes, facilities of non-profit associations and charitable institutions, or lands subject to conservation and scenic easements duly recorded and held by appropriate public interest agencies.
- (n) Undefined Units. In order that these Covenants shall reflect changing times and accommodate evolving residential resort and commercial entities not at the present time contemplated, all other categories of realty not described in subsections (a) through (m) above shall be "undefined" and shall be classed by the Board of Directors of the Company in the assessment categories (a) through (m) above which most closely approximates the undefined entity and the Standard Assessment shall be that of the category which most closely approximates such use.
- (o) Supplemental Declarations. The Declarant may, by supplemental declaration, establish new classifications for assessment pur-

poses and may apply these classifications to properties not previously within one of the above classifications.

Section 8-3: Special Assessments for Major Repairs and Debt Retirement.  
In addition to the Standard Assessments authorized by Section 8-2 hereof, the Company may levy Special Assessments, for the purpose of reconstruction, repair or replacement of capital improvements or restoration upon the Open Space and Common Properties including Purchased Common Properties and including the necessary fixtures and personal property related thereto, or for additions and improvements to Open Space or to Common Properties for the necessary facilities and equipment to offer the services authorized herein, to repay any loan made to the Company, provided that such assessment shall have received the approval of the Members in a Mail Referendum.

The portion of each Special Assessment to be paid by the owners of the various classifications of assessable property (excluding properties with full or limited exemptions) shall be proportionate to the applicable Standard Assessments of property in that class for the assessment year during which such special assessments are approved, expressed as a percentage of the sum of the total applicable Standard Assessments on all property within the Property for the year during which such Special Assessment is approved.

Section 8-4: Resort Promotion Assessments and Reporting of Resort Rental Occupancy. Each owner or manager of an inn or lodging place, and each owner of a Transient Occupancy Single Household and Residential Unit, shall report each year to the Company on April 1, the number of days of occupancy in the period for the twelve months (or fraction thereof for new properties) ending on the preceding February 28, inclusive of owner's transient vacation use and friends-of-owner complimentary use. In the event the average occupancy of all rental bedrooms and Resort Lodging Units existing on the Shelter Cove Property have not had, collectively, an average occupancy of at least 160 days in the reporting period, then for the period beginning on the following June 1, the Board of Directors shall establish a Resort Promotion Assessment.

If the occupancy of 160 days per average rental bedroom is not achieved in the prior year ending February 28 as reflected in occupancy reports received (and non-reporting units averaged at a level comparable to reporting units occupancy), the Board of Directors may, by majority vote, establish the year's Resort Promotion Assessment at a rate equal to 50% of the Standard Assessments, without Mail Referendum. In the event a higher Resort Assessment is recommended by a majority vote of the Directors, the higher amount shall be submitted to a majority vote of those subject to the Resort Assessment voting in the Referendum. In the event the majority of those voting do not approve the larger assessment, the basic (50% of Standard Assessment) Resort Promotion Assessment shall be levied.

Open Space Property as well as Sustained Occupancy Dwelling Units and Cleaning and Maintenance Units shall be exempt from Resort Promotion Assessments.

Section 8-5: Neighborhood Assessments. The Company shall have the authority to establish Neighborhood Assessments for the purpose of maintaining Neighborhood Properties for maintaining proper insurance coverage for Neighborhood Properties, and, in certain instances, for major improvements and repairs with respect to Neighborhood Properties. No portion of the proceeds received from Neighborhood Assessments may be applied to support the Company except as the Company incurs expenses related to the particular neighborhood for which the assessment is made. Similarly, the proceeds from any Neighborhood Assessment may not be applied to maintain any Common Properties.

No Neighborhood Assessment for major repairs and improvements may be made unless it is approved by a fifty-one percent (51%) majority of Class "A" and "B" members in the neighborhood subjected to the assessment in a Mail Referendum.

Section 8-6: User Charges and Tolls. The assessments described in this Article shall not be in lieu of, nor shall they displace, any other charges or fees for services and use of Common Properties which may be required by the Board of Directors of the Company pursuant to other Sections of these Covenants. Nor shall the assessments described in this Article be in lieu of, or displace, any charges, fees or assessments owed by any Property Owner to a Horizontal Property Regime or any other property owners association in which the Property Owner is also a member.

The Company may establish any fee or toll for use of roadways belonging to the Company; provided, however, that such fee or toll shall be limited to an amount, when combined with a portion of the total Standard Assessments, generates sufficient sums to the Company to cover the cost of the operation of every road entry security station, to repair, rehabilitate, resurface and otherwise maintain said roadways, and security risks arising from illegal acts of roadway users on or off the roadways.

The Company may establish charges for use of Common Properties to assist the company in offsetting the costs and expenses of the Company attributable to the Common Property. All charges established shall be reasonable and shall be uniformly applied. Each Owner, Lessee and Guest shall be obligated to and shall pay any such reasonable charges for use of Common Properties.

The Company may establish charges for providing any service to assist the Company in offsetting the costs and expenses of the Company attributable to the service.

Section 8-7: Time and Method of Payment of Annual Assessments; Supporting Data. Any assessment year shall run from June 1 to May 31, the annual assessments provided for in this Article shall be assessed according to the character of the property as of June 1, 1982, and each June 1 thereafter of the assessment year, and the annual assessments provided for herein shall commence no earlier than June 1, 1982. For any assessment year, each Property Owner shall pay in advance, either annually or periodically, as billed by the Company, all annual assessments due on said property.

Section 8-8: Effect of Non-Payment of Assessments and Other Charges. The following actions may be taken by the Company in the event a Property Owner fails to make payment of any assessments set forth above or other charges and obligations when due:

- (a) Charge on Late Payment. A late payment charge which is equal to an ANNUAL PERCENTAGE RATE OF FIFTEEN PERCENT (15%) will be charged on all late payments of assessments.
- (b) Personal Liability. If the assessment or charge is not paid within thirty (30) days after the past due date, the Company may bring an action at law or in equity against the Property Owner personally, and there shall be added to the amount of such assessment the cost of preparing and filing the legal documents in such action, and in the event a judgment order against the Property Owner is obtained, such judgment shall include late charges on the assessment as provided in (a) above, reasonable attorney's fees and expenses to be fixed by the court and the costs of the action.
- (c) Execution on Lien. Subject to Section 9-3 relating to subordination of the lien to mortgages and other encumbrances, the Company may execute its lien upon the subject property according to procedures prescribed by the law of South Carolina.
- (d) Other Rights. In addition to the above, the Company shall reserve the rights it may have under and according to applicable law to attach and execute against any personal assets of a Property Owner in order to receive assessments due.

Section 8-9: Rounding of Assessment Figures. All assessments charged by the Company and late charges thereon shall be rounded off to the nearest dollar.

Section 8-10: Change of Classification on Completion of Principal Buildings. For purposes of these assessments and voting rights hereunder, property under construction will be classed and assessed as a Resort Dwelling Lot or undeveloped Land, as appropriate, until a certificate of occupancy

is issued or other evidence of completion exists, and assessment at the Improved Property rate shall begin on the next June 1 following completion.

Section 8-11: Copies of Development Plats. The Company shall be provided, for purposes of its comment and review for conformity to these Covenants, copies of all Development and Survey Plats of the Property which are prepared by a grantee of the Declarant, their heirs, successors and assigns prepared by, or under request of, such grantee, their heirs, successors and assigns for purpose of recording with the County Clerk of Court for Beaufort County, South Carolina.

#### PART FOUR

#### GENERAL PROVISIONS

#### Article IX: Duration, Obligation and Appurtenancy of Rights and Obligations Created Herein

Section 9-1: Duration. These Covenants shall be in effect, shall run with and bind the land, and shall inure to the benefit of and be enforceable by and against the Declarant, the Company, any Property Owner, their respective legal representatives, heirs, successors and assigns for a period of twenty (20) year from the date this Declaration is recorded. Upon the expiration of said twenty (20) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten-year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten-year period; provided, however, that there shall be no renewal or extension of the Declaration if, during the last year of the initial twenty (20) year period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes of Class A and Class B Members cast pursuant to a Mail Referendum conducted pursuant to Section 6-4 vote in favor of terminating this Declaration at the end of its then current term.

In the event that the Company votes, at the end of such specific periods, to terminate this Declaration, the president and secretary of the Company shall execute and record a certificate which shall set forth the resolution of the Board of Directors calling for a Mail Referendum concerning termination of the Company, the date of the meeting of the Board of Directors of the Company at which such resolution was adopted, the date that the Mail Referendum was mailed the total number of votes of Members of the Company returned pursuant to the Referendum, and the number of votes in favor of and against termination of the Company.

Section 9-2: Disposition of Assets Upon Dissolution of Company. Subject to the reservation by Declarant pertaining to properties donated by Declarant, upon dissolution of the Company, its real and personal assets, including the Common Properties, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Company. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Company. No such disposition of the Company properties shall be effective to divest or diminish any right or title to any member vested in him under the licenses, covenants and easements of this Declaration, or under any subsequently recorded covenants and deeds applicable to the Property, unless made in accordance with the provisions of this Declaration or said Covenants and deeds.

Section 9-3: Protection of Mortgages and Other Encumbrancers. No violation or breach of, or failure to comply with any provision of this Declaration and no action to enforce any such provision or to prevent a violation shall effect, defeat, render invalid or impair the lien of any mortgage, deed of trust or other lien on any property if such lien or deed of trust is taken in good faith and for value and is Recorded prior to the time an instrument describing such property and listing the name of the owners of fee simple title to the property and giving notice of a claimed violation, breach or failure to comply with the provisions of this Declaration is Recorded. Any such violation, breach or failure to comply by Declarant, the Company or other Property Owner shall not affect, defeat, render invalid or impair the title or interest of the holder of any such mortgage, deed of trust or other lien or title or interest acquired by any purchaser upon foreclosure of any such mortgage deed of trust or other lien, nor shall the former owner's violation, breach or failure to comply result in any liability, personal or otherwise, of any mortgage holder or new owner resulting from foreclosure. Any such new owner on foreclosure shall, however, take subject to this Declaration with the exception of the former owner's violations or breaches of, or failures to comply with, any provisions of this Declaration which occurred prior to the vesting of fee simple title in such new owner, and such prior acts shall not be deemed breaches or violations hereof or failures to comply herewith with respect to such new owner, his heirs, personal representatives, successors or assigns; provided, however, that any action of the new owner, after taking title to, or possession of, such property, which constitutes a violation shall cause such new owner to be subject to all assessments, charges, restraints, restrictions, burdens and obligations under the Covenants.

Section 9-4: Owner's Rights and Obligations Appurtenant. All rights, easements, restrictions and obligations of a Property Owner under this Declaration and all rights of a Property Owner with respect to memberships

in the Company under this Declaration are hereby declared to be and shall be appurtenant to the title held by the Property Owner and may not be transferred, conveyed, devised, bequeathed, encumbered or otherwise disposed of separate or apart from the title held by the Property Owner. Every transfer, conveyance, grant, devise, bequest, encumbrance or other disposition of the title held by a Property Owner shall be deemed to constitute a conveyance, grant, devise, bequest, encumbrance, transfer or disposition of such rights and obligations.

Article X: Effect of Covenants and Enforcement

Section 10-1: Effect of Provisions of These Covenants. Each Property Owner, Lessee, their successors, heirs and assigns, and all others who take an interest in land or realty within the Property do promise, covenant and undertake to comply with each provision of these Covenants, which provisions:

- (a) shall be considered incorporated in each deed or other instrument by which any right, title or interest in any real property within the property is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;
- (b) shall, by virtue of acceptance of any right, title or interest in any real property within the Property by a Property Owner, or the Company, (i) be deemed accepted, ratified, adopted and declared as a personal covenant of the Property Owner or the Company, and (ii) be deemed a personal covenant to, with and for the benefit of the Declarant, the Company, and any other Property Owner;
- (c) shall be deemed a real covenant by the Declarant for itself; its successors and assigns and also an equitable servitude, running in each case, as both burdens and benefits with and upon the title to each parcel of real property within the Property and, as a real covenant and also as an equitable servitude, shall be deemed a covenant and servitude for the benefit of any real property now or hereafter owned by the Declarant within the Property and for the benefit of any and all other real property within the Property; and
- (d) shall be deemed a covenant, obligation and restriction secured by a lien binding, burdening and encumbering the title to each parcel of real property within the Property which lien, with respect to any respective unit of real property within the Property, shall be deemed a lien in favor of the Declarant and the Company, jointly and severally.

Section 10-2: Who May Enforce. The benefits and burdens of these Covenants run with the land at law and in equity and the Declarant, its successors and assigns, the Company, its successors and assigns, or any Property Owner and his heirs, successors, representatives, administrators and assigns with respect to the Property, shall have the right to proceed pursuant to Section 10-4 against a party specified in Section 10-3 to compel a compliance to the terms hereof or to prevent the violation or breach in any event.

- (a) Enforcement by Declarant. The Declarant shall have the right but shall not be obligated, to proceed at law or in equity to compel compliance to the terms of this Declaration or to prevent the violation or breach in any event. Violators shall be personally obligated to reimburse the Declarant in full for all its direct and indirect costs or damages resulting from the violation or breach, including but not limited to legal fees and expenses incurred by the Declarant and/or the Company in maintaining compliance with this Declaration, and such obligation shall also constitute a lien upon the property of any Property Owner.
- (b) Enforcement by the Company.
- (i) If any Property Owner or the Declarant fails to maintain any undeveloped land, Development Parcel, Regime Common Property, Resort Dwelling Lot, Resort Dwelling Unit, Resort Lodging Unit, or Parking Lot, Hotel, Inn or Private Open Space or other Structure, facility or lands with the Property, fails to perform any acts or maintenance or repair required under these Covenants, the Company may provide exterior maintenance and repair upon such Property and improvements thereon. In addition, the Company may, without notice, make such emergency repairs and maintenance as may in its judgment be necessary for the safety of any person or to prevent damage to other property. The cost of such emergency exterior maintenance and repair shall be assessed against the Property Owner and shall be a lien on the subject property and an obligation of the Property Owner. For the purpose of performing the emergency exterior maintenance authorized by this Section, the Company, through its duly authorized agents or employees, shall have the right, after reasonable notice to any Property Owner, to enter upon the respective property during reasonable hours on any day except Saturday or Sunday. The Company is given an irrevocable license or easement over all the Property to inspect in order to determine whether any repair is necessary under this Section.

- (ii) DECLARANT, THE COMPANY OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY NON-NEGLIGENT ACT OR OMISSION IN THE INSPECTION, REPAIR OR MAINTENANCE OF ANY SITE, IMPROVEMENTS OR PORTION THEREOF.
- (iii) Whenever the Company or the Declarant undertakes, pursuant to these Covenants, to correct, repair, clean, preserve, clear out or perform any action on the property or on easement areas adjacent thereto, entering the property and taking such action shall not be trespass and a license or easement to enter is hereby granted by any Property Owner who takes subject to these Covenants.
- (iv) The Company shall respond to complaints received as to violations of the Covenants and shall inform the violators of such complaint. If the violation is not expeditiously terminated, the Company may engage legal counsel to bring an appropriate action at law or in equity, including any appeals, to enforce these Covenants. After final adjudication, violators shall be obligated to reimburse the Company in full for all its direct and indirect costs including but not limited to legal fees and expenses incurred by the Company in maintaining compliance with these Covenants.
- (v) The Company may suspend the rights of enjoyment in Common Properties of any Member, or Lessee or Guest of any Member, for any period during which the payment of any assessment against property owned by such Member remains delinquent, and for any period not to exceed sixty (60) days next following the cessation of any violation for any infraction of its published rules and regulations, provided that any suspension for either nonpayment of any assessment or breach of the rules and regulations of the Company shall not constitute a waiver or discharge of the Member's obligation to pay the assessment or to abide by such rules, and provided further that the Company shall not suspend the right to use the roads belonging to the Company subject to the rules, regulations and fees, if any, established by the Company for such use.

The Declarant and the Company also retain an easement and license to enter upon any part of the Property, after reasonable notice, to engage in such repair, maintenance, upkeep or reconstruction as may be necessary to

enforce compliance with this Declaration, and the full cost of such maintenance, repair, upkeep or reconstruction shall be subject to such actions for enforcement and collections as prescribed above in Sections 10-1 and 8-8 as if such cost were an assessment.

Section 10-3: Against Whom May the Covenants be Enforced. The obligation and benefits prescribed by this Declaration shall run with the Property and shall be enforceable against the Declarant, its successors and assigns, the Company, its successors and assigns and against any Property Owner, his heirs, successors, representatives, administrators, assigns, or other person whose activities bear a relation to the Property, including Guests and Lessees when the aforesaid persons or entities engage in activities (including omissions and failures to act) which constitute violations or attempts to violate, contravene or circumvent the covenants, burdens, obligations, easements, servitudes and restrictions set forth in this Declaration.

Section 10-4: Enforcement Remedies. In the event that any Structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any Structure or land use is in violation of these Covenants, the Company, the Declarant or any Property Owner may institute appropriate legal proceedings or actions, at law or in equity: (a) to prevent such unlawful erection, construction, reconstructions, alteration, repair, conversion, maintenance or use; (b) to restrain, correct or abate such violation, or breach of these Covenants; (c) to prevent the occupancy of said building, structure or land; (d) to prevent any act, conduct, business or uses which is in breach of these Covenants; or (e) to compel any affirmative act which, pursuant to these Covenants "shall" be performed.

Article XI: Interpretation and Construction

Section 11-1: Severability. Should any Covenant or restriction herein contained, or any Part, Article, Section, paragraph, sentence, clause, phrase, or term in this Declaration be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of the highest court or other tribunal which considers such matter and has jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable.

Section 11-2: Interpretation. In all cases, the provisions of this Declaration shall be given that reasonable interpretation or construction which will best effect consummation of the general plan of land use restrictions and affirmative obligations of the Property, which will carry out the intent of the Declarant as expressed in the recitals of these Covenants, and which will preserve the Property as a situs for a high amenity, attractive, well maintained, privately-governed commercial and residential resort community.

Contrary to the restrictive common law rule of construction, these Covenants shall by this Covenant be interpreted broadly to touch and concern the Property with recognition of modern economic, land use planning and real estate finance and development principles, theories and practices. It is the Declarant's intent, and all Property Owners who take subject to the Covenants, do covenant and agree, and are thereby estopped to deny, that any function of the Company, and any other covenant condition, restriction or obligation within these Covenants is intended to promote the use and enjoyment of the Property, is intended to foster the creation, preservation or enhancement of economic or intangible values associated with the Property, and does touch and concern, benefit and burden and run with the Property.

The provisions of these Covenants shall be given full force and effect notwithstanding the existence of any zoning ordinance which allows a less restricted use of the Property.

Section 11-3: Gender, Tense and Number. When necessary for proper construction, the masculine form of any word used in this Declaration shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.

Section 11-4: No Waiver. Failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provisions of this Declaration.

Section 11-5: Captions. The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

Section 11-6: No Implied Liabilities or Duties. ANY RULES OR REGULATIONS ESTABLISHED BY THE COMPANY PURSUANT TO THESE COVENANTS SHALL NOT EXPRESSLY OR IMPLIEDLY CREATE ANY DUTY OF CARE TO ANY PROPERTY OWNER.

#### Article XII: Definitions

Section 12: Definitions. The following words and terms when used in this Declaration any supplemental declaration or in deeds of conveyance by Declarant for portions of the Property, shall have the following meanings and where applicable shall be considered as restrictions on use of land where required to give meaning to the use land restrictions of the various Sections and Articles of these Covenants, including covenants affecting land use incorporated as supplements to these Covenants in deeds (or leases) of conveyance by the Declarant.

12-1.1: The word or term "approved or approval by the Company" shall mean and refer to any approval required under these Covenants to be made by the Shelter Cove Harbour Company. An Approval by the Company shall be provided in

writing, signed by the President and Secretary of the Company and shall be maintained in the Company's records.

12-1.2: The word or term "approved or approval by the Declarant" shall mean and refer to a written approval issued by the Declarant signed by its President, a Vice President and also attested by its Secretary or an Assistant Secretary, or a written approval by such officers or designated members of entities entitled to issue approvals for the Declarant as may be designated by the Declarant in supplemental declarations to these Covenants.

12-1.3: "Common Properties" shall mean and refer to those areas of land or estates in land with any improvements and fixtures thereon which are purchased by the Company, deeded or leased to the Company by the Declarant or deeded or leased to the Company by any other grantor and which are designated in said Recorded deed or lease as "Common Properties," or are so designated by a Recorded instrument after acquisition by the Company as grantee. "Common Properties" shall also include Purchased Common Properties defined in Section 12-1.26. Common Properties shall not include those common areas defined as Regime Common Properties.

12-1.4: "Company" shall mean and refer to the Shelter Cove Harbour Company, a non-profit corporation organized under the laws of South Carolina, which has a membership as provided in Article V of these Covenants.

12-1.5: "Concept Research Plans" and "Master Plans" shall mean and refer to master plans, general land use maps, advertising brochures, scale models, designs and drawings commissioned by the Declarant prepared by landscape architects, planners, designers, engineers, graphic illustrations and artists and similar professionals displaying possible future uses of the Property prepared as an aid in orderly development of the Property or as part of its communications with the public and property purchasers or as part of its research programs undertaken by the Declarant to determine economically optimal/environmentally sensitive programs for future development of the Property.

12-1.6: "County Clerk of Court" shall mean and refer to the Clerk of Court for Beaufort County, South Carolina, and the successors and assigns of that office, and shall mean and refer to the appropriate office in Beaufort County, South Carolina, for the formal filing and recording mesne conveyances including deeds, covenants, mortgages, plats and other evidences of real property interests.

12-1.7: "Covenants" shall mean and refer to the "Shelter Cove Harbour Covenants of 1982" contained herein adopted by the Declarant as declarant for the Property and incorporator of the Company including all covenants, conditions

covenants, conditions, equitable servitudes, easements, reservations, restrictions and obligations set forth in this Declaration and the term "Declaration" when used herein may, depending upon the context in which it is used, be synonymous with the term "Covenants."

12-1.8: "Declarant" shall mean and refer to Greenwood Development Corporation, a South Carolina corporation, and the successors and assigns of the Declarant as a legal entity.

12-1.9: "Declarant Related Amendments" shall mean and refer to an amendment to these Covenants which does any of the following: (a) discriminates or tends to discriminate against Declarant as a Property Owner or as a developer or otherwise; (b) directly or indirectly by its provisions for impractical application relates to Declarant in a manner different from the manner in which it relates to other Property Owners; (c) modifies the definitions provided for this Declaration in a manner which alters Declarant's rights or status; (d) modifies or repeals any provision of Article IV of this Declaration pertaining to rights reserved by Declarant; (e) alters the character and rights of membership as provided for by Article VI of this Declaration or effects or modifies in any manner whatsoever the rights of Declarant as a member of the Company; (f) alters any previously recorded or written agreement with any public or quasi public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning suspension, streets, roads, drives, easements or facilities; (g) denies the right of Declarant to convey to the Company as Common Properties any lands which lie generally within the Property; (h) denies the right of Declarant to record a supplemental declaration with respect to portions of the Property or adding property subject to this Declaration or otherwise making provisions in accordance with the powers granted to Declarant in this Declaration; (i) modifies the basis or manner of Company or other assessments as applicable to Declarant or any property owned by Declarant within the Property; (j) modifies any provision of these Covenants regarding architectural controls applicable to Declarant; (k) alters the provisions of any supplemental declaration; or (l) alters or repeals any of Declarant's rights or any provision applicable to Declarant's rights as set forth in any provision of this Declaration or of any supplemental declaration.

12-1.10: "Development or Survey Plats" (as distinguished from "Concept Research Plans" and "Master Plans") shall mean and refer to the cumulative collection of Recorded Plats of property prepared and signed by a registered surveyor describing by metes and bounds sections or portions of the Property for purposes, as specified, of either describing conveyances or leases to third parties.

12-1.11: "Development Parcels" shall mean and refer to parcels of land so designated in a Recorded deed, lease or plat conveyed by the Declarant to land developers or other owners, such Development Parcels being distinctive in that subject to Approval by the Declarant they may be subdivided by the owner thereof into smaller land units (or subportions of a building in a horizontal

property regime) for uses recited in the instrument of conveyance of the Declarant making reference to permitted property use classifications as defined and described in these Covenants.

12-1.12: "Guest" shall mean and refer to any customer, agent, guest or invitee of the Declarant, the Company or any Property Owner or Lessee.

12-1.13: "Horizontal Property Regime" shall mean and refer to a horizontal property regime created and established under the Code of Laws of South Carolina as it is amended from time to time.

12-1.14: "Improved Property" shall mean land which has been improved by construction of buildings and other Structures to make the property suitable for human lodging, commerce, education and recreation as permitted pursuant to this Declaration.

12-1.15: "Lessee" shall mean and refer to the person or persons, entity or entities who are the Lessees, assignees of a Lessee or Sublessees of a Lessee under any ground lease or any lease of any part or all of a Professional Service Unit, Resort Lodging Unit, Restaurant Unit, Retail Unit, Resort Dwelling Unit, Resort Dwelling Lot, Boating Unit, Development Parcel or any other property owned by a Property Owner within the Property.

12-1.16: "Mail Referendum" shall mean and refer to the power of all Members to vote by mailed ballots on certain actions by the Board of the Company more particularly set forth in Section 6-4.

12-1.17: "Member" shall mean and refer to the Declarant and all those Property Owners who are members of the Company as provided in Article VI hereof.

12-1.18: "Non-Assessable Land and Water" shall mean and refer to the following types of land: marsh conservancies; submerged lands; lakes, waterways (but not the riparian rights of Boating Units) and lagoons; and all land designated as Open Space. "Non-Assessable Land and Water" shall also include lands within the Property which are primarily used for the following governmental, charitable or non-profit uses, the presence of which benefits the Property as a whole: public libraries; churches; clubhouses and recreational facilities; non-profit museums; any buildings and lands which are owned by local, state and federal governments and which are used for governmental as opposed to proprietary functions; police stations, fire stations and emergency medical care facilities and other non-profit schools, educational and instructional centers.

12-1.19: "Non-Condominium Inn or Hotel" shall mean and refer to a hotel or inn which offers lodging to transients, which may have restaurants, meeting

rooms and retail shops, the whole of which is owned by a single owner or group of owners, whether such hotel or inn is owned by a single proprietor, in common, joint tenancy, in the entirety, a group of owners, a partnership, a limited partnership, a trust or a corporation; provided, however, that the use of any Resort Dwelling Unit as a temporary dwelling or a place of accommodation shall not make such Resort Dwelling Unit a part of a Unitary Inn or Hotel.

12-1.20: "Open Space" shall be designated as either "Resort Open Space or "Private Open Space" and shall mean and refer to those parcels of land which are designated pursuant to Section 3-1 of these Covenants by Recorded Declaration of the Declarant as land for such purposes, which, pursuant to these Covenants, cannot be developed or improved or altered except as provided in Article IV and any other relevant Sections of these Covenants.

12-1.21: "Pertinent Laws" shall mean and refer to the statutes, ordinances, regulations and other laws pertinent to the ownership, lease, sale, use, improvement and development of the Property, as are codified or promulgated by the State of South Carolina, the County of Beaufort, South Carolina, the Government of the United States of America and other public authorities having jurisdiction over the Property.

12-1.22: "Professional Service Unit" shall mean and refer to any unit of real property within the Property, under a single ownership, whether such ownership is proprietorship, corporation, joint tenancy, tenancy in common, tenancy by the entirety, or partnership in form, which unit is improved and utilized primarily for the purpose of rendering "professional" as opposed to Trade-Oriented Services, which units shall include but are not limited to those utilized for business offices; architectural and design offices; accounting services; general consulting, managerial or real estate brokerage and sales and other professional services; medical offices (other than convalescent homes, nursing homes and hospitals); legal service offices; insurance sales office; and governmental offices; provided, however, that no real property and improvements thereon operated by a single business entity used for providing electronic, plumbing, mechanical, building construction ceramic firing or repair service can be a "Professional Service Unit."

12-1.23: "Property" shall mean and refer to the 230 acres of Shelter Cove Harbour, more particularly described in Section 1-1 hereof and Exhibit A attached hereto.

12-1.24: "Property Donated by Declarant" shall mean and refer to those properties donated by Declarant to the Company as provided in Section 4-9.

12-1.25: "Property Owner" shall mean and refer to the owner, except the Declarant, of any real estate within the Property as shown by the real

estate records of the County Clerk of Court. "Property Owner" shall in all cases also include the successors, heirs, assigns, personal representatives, receivers and trustees of the Property Owner with respect to real estate within the Property. "Property Owners" may be used to describe any persons, firms, proprietorships, associations, corporations or other legal entities owning a fee simple title to any: Resort Dwelling Lot; Resort Dwelling Unit; Resort Lodging Unit; Development Parcel; Unitary or Condominium; Inn or Hotel; Special Lodging Facility; Professional Service Unit; Retail Unit; Boating Unit; Cleaning, Maintenance, Service or Utility Unit; Sports, Athletic, Health Club or Recreational Park Unit; Boating Service Unit; or other Unsubdivided Land situated upon the Property but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee (even if viewed by State law as holding legal title), trustee under a deed of trust, or holder of a security interest, unless and until such mortgage holder or holder of a security deed has acquired both legal and equitable title pursuant to a foreclosure proceeding or deed in lieu of foreclosure; nor shall the term "Property Owner" mean or refer to any Lessee or Tenant of a Property Owner. In the event that there is a Recorded long-term contract of sale, nominal option to purchase, bond for title, long-term lease with option to purchase, or any similar recorded device for ultimate conveyance of beneficial interest, covering any lot, horizontal property regime unit, building, time share or parcel of land within the Property, the Property Owner of such property shall be the purchaser under said contract and not the legal title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond twelve (12) months from the date of the contract, and where the purchaser does not receive legal title to the property until such payments are made although the purchaser is given the use of said property.

"Purchased Common Properties" shall include properties which the Members of the Company choose by Mail Referendum to purchase in order to enhance use and enjoyment, the quality, convenience, attractiveness or economic value of all or part of the Property.

12-1.26: The word "recorded" shall mean and refer to a filing, in conformity with all legal formalities, of a document with the County Clerk of Court as register of mesne conveyances or other appropriate office in Beaufort County, South Carolina, with the responsibility of maintaining grantor grantee, grantee-grantor, Torrens System or other related records pertaining to the registration, sale and disposition of interests in land and realty. A recording shall be proper if it can be shown and so judged by a court of law that such document was left in the custody of the Clerk of Court or other appropriate official and was spread upon the public books. No recording shall be invalid by virtue of an error of the County Clerk of Court, its agents or employee, which causes such document or plat to fall without the appropriate chain of title.

12-1.27: "Regime Common Property" shall mean and refer to any Structures, facilities, land and common areas which are designated common elements in accordance with the creation and establishment of a Horizontal Property Regime on the Property.

12-1.28: "Resort Dwelling Lot" shall mean and refer to any parcel of land located within the Property which is designated use as a site for a one (1) detached residential dwelling, one (1) townhouse, or a one (1) attached patio dwelling.

12-1.29: "Resort Dwelling Unit" shall mean and refer to any improved property which is used as a Single Household and Residential Dwelling, whether attached or unattached, including any single family dwelling, patio home, condominium unit, townhouse unit, cooperative apartment unit or apartment unit.

12-1.30: The term "residential purposes" shall mean and refer to a use and occupancy of a building as a long-term abode, dwelling or residence or use for seasonal vacations or transient lodging or, in some instance, by means of interval ownership. The restriction to use for "residential purposes" is subject to the following qualifications:

- (1) The use of a portion of a Resort Dwelling Unit as an office or art or craft studio members of the Single Households shall be considered as a Residential use only if such use does not create a significant increase in traffic to and from the Resort Dwelling Unit, provided that: no signs, symbol, logo or name-plate identifying a business or professional office is affixed to or about the grounds or the entrance to the Resort Dwelling Unit; the Resort Dwelling Unit is only incidentally used for business or professional purposes; and the Company, after responding to one or more reasonable complaints by a neighboring Property Owner, has not expressly requested that the subject Resort Dwelling Unit not be used in whole or in part as an office or studio because of auto congestion or other nuisances.
- (2) A Resort Dwelling Unit may be used by Declarant or its agents as a model home or real estate sales office.
- (3) Except as provided in subsection (2) above, no Resort Dwelling Unit may be used for "open houses" or other commercial gatherings designed to promote the resale of dwellings or any product sales unless a temporary permit for such use has been Approved by the Company based upon Rules and Regulations established by the Company.
- (4) The use of a Resort Dwelling Unit as a situs of work and home occupations is permitted only as an incidental use Approved by the Company subject to Rules and Regulations established by the Company.

- (5) No Resort Dwelling Lot or Resort Dwelling Unit restricted to Residential uses may be used as a means of service to business establishments on adjacent lots, including but not limited to parking, supplementary facilities or an intentional passageway or entrance into a business house.

12-1.31: "Resort Inn" shall mean and refer to any commercial establishment within the Property which offers lodging to transients, which may have restaurants, meeting rooms, professional service areas and retail shops.

12-1.32: "Resort Lodging Units" shall mean and refer to apartments similar to those units of accommodation in a Condominium Inn or Horizontal Property Regime.

12-1.33: "Restaurant Unit" shall mean and refer to any unit or real estate which is used as a bar, dining room, soda shop, restaurant, eatery, cafe, delicatessen or other public place or club for eating and/or drinking which is operated or intended to be operated as a for-profit business enterprise. Facilities in the nature of night clubs, dance halls, and discoteques are not to be considered Restaurant Units.

12-1.34: "Retail Unit" shall mean and refer to any unit of real property within the Property which is improved and utilized primarily for the purpose of sale of goods other than prepared food or beverages to ultimate consumers usually in small quantities (as opposed to in wholesale quantities).

12-1.35: "Shall," whether or not capitalized, indicates a mandatory requirement, condition or obligation; in contrast, the term "may" indicates right to take permitted action without obligation or duty to take such action.

12-1.36: "Sports, Athletic and Health Club or Recreational Park Unit" shall mean and refer to any unit of real property within the Property which is not within a Horizontal Property Regime comprised of Resort Dwelling Units, and which is improved, used and operated as a separate for-profit or not-for-profit sports, athletic or health club facility, whether indoor or outdoor, including but not limited to those used for racquet sports, swimming pools, reducing salons, pro shops, golf, tennis, saunas, spas, gymnasium facilities, skating areas, day care facilities or large recreation centers.

12-1.37: "Standard Resort Dwelling Unit" or "Standard Resort Dwelling Density Equivalent" shall mean and refer to the measure and density of use of permitted development under these Covenants of Resort

Lodging Units or Resort Dwelling Units within a particular parcel of the Property as such density shall be established for each parcel by references to a "Standard Resort Dwelling Density Equivalent." All references to a Standard Resort Dwelling Density Equivalent in land use Covenants, Master Plans, Concept Research Plans and related planning documents shall include the following uniform system of density classifications:

- (a) A "Standard Resort Dwelling Unit" is defined for purposes of all the references as a hypothetical dwelling residence with either three (3) or more bedrooms or more than one thousand six hundred one (1,601) but not over four thousand one hundred (4,100) square feet of enclosed heated space or roofed porches and galleries. As set forth in subitem (b), (c), (d) and (e) below any individual Resort Dwelling Unit may constitute less than or more than one hundred percent (100%) of a Standard Resort Dwelling Unit Equivalent.
- (b) A dwelling unit of one thousand six hundred (1,600) or less square feet but more than eight hundred (800) square feet of enclosed heated space or roofed porches or galleries with no more than two (2) bedrooms, shall be deemed one-half (50%) of a "Standard Resort Dwelling Unit Equivalent."
- (c) A resort residence with less than eight hundred (800) but more than five hundred (500) square feet of enclosed heated space or roofed porches or galleries, with no more than one (1) bedroom shall be deemed one-fourth (25%) of a "Standard Resort Dwelling Unit Equivalent."
- (d) A one-bedroom or efficiency apartment having no more than five hundred (500) or less square feet of enclosed heated space or roofed porches or galleries shall be deemed to be one-fifth (20%) of a "Standard Resort Dwelling Unit Equivalent."
- (e) A residence of more than four thousand one hundred (4,100) square feet of heated space or roofed porches or galleries shall be deemed to be greater than a single "Standard Resort Housing Unit" and each increment of nine hundred one (901) square feet or more above three thousand two hundred (3,200) square feet will be treated as one-fifth (20%) of a "Standard Resort Dwelling Unit Equivalent." The number of increments above three thousand two hundred (3,200) will be rounded off to the nearest multiple of nine hundred (900). For example, a resort housing unit with five thousand nine hundred ten (5,910) square feet would have one and three-fourths (1.75) "Standard Resort Dwelling Unit Density Equivalents."
- (f) A sleeping room or place of lodging in a hotel, inn, club or training center shall be deemed one-fourth (25%) of a "Standard

Lodging Units or Resort Dwelling Units within a particular parcel of the Property as such density shall be established for each parcel by references to a "Standard Resort Dwelling Density Equivalent." All references to a Standard Resort Dwelling Density Equivalent in land use Covenants, Master Plans, Concept Research Plans and related planning documents shall include the following uniform system of density classifications:

- (a) A "Standard Resort Dwelling Unit" is defined for purposes of all the references as a hypothetical dwelling residence with either three (3) or more bedrooms or more than one thousand six hundred one (1,601) but not over four thousand one hundred (4,100) square feet of enclosed heated space or roofed porches and galleries. As set forth in subitem (b), (c), (d) and (e) below any individual Resort Dwelling Unit may constitute less than or more than one hundred percent (100%) of a Standard Resort Dwelling Unit Equivalent.
- (b) A dwelling unit of one thousand six hundred (1,600) or less square feet but more than eight hundred (800) square feet of enclosed heated space or roofed porches or galleries with no more than two (2) bedrooms, shall be deemed one-half (50%) of a "Standard Resort Dwelling Unit Equivalent."
- (c) A resort residence with less than eight hundred (800) but more than five hundred (500) square feet of enclosed heated space or roofed porches or galleries, with no more than one (1) bedroom shall be deemed one-fourth (25%) of a "Standard Resort Dwelling Unit Equivalent."
- (d) A one-bedroom or efficiency apartment having no more than five hundred (500) or less square feet of enclosed heated space or roofed porches or galleries shall be deemed to be one-fifth (20%) of a "Standard Resort Dwelling Unit Equivalent."
- (e) A residence of more than four thousand one hundred (4,100) square feet of heated space or roofed porches or galleries shall be deemed to be greater than a single "Standard Resort Housing Unit" and each increment of nine hundred one (901) square feet or more above three thousand two hundred (3,200) square feet will be treated as one-fifth (20%) of a "Standard Resort Dwelling Unit Equivalent." The number of increments above three thousand two hundred (3,200) will be rounded off to the nearest multiple of nine hundred (900). For example, a resort housing unit with five thousand nine hundred ten (5,910) square feet would have one and three-fourths (1.75) "Standard Resort Dwelling Unit Density Equivalents."
- (f) A sleeping room or place of lodging in a hotel, inn, club or training center shall be deemed one-fourth (25%) of a "Standard

Resort Dwelling Unit Equivalent." Inns, lodges, clubs, professional service offices, training centers, etc. which have a reception lobby but no restaurant, bars, meeting or conference rooms, shall be classed as one-fifth (20%) of a "Standard Resort Dwelling Unit Equivalent."

12-1.38: "Structure" shall mean and refer to any construction, object, projection or piece of work artificially built up or composed of parts joined together in some definite manner, which is erected or shaped on the Property, including but not limited to buildings, docks, fences, bulkheads, tennis courts, pavillions, signs, tents, gazebos, garage facilities, garbage receptacles, signs, abutments, ornamental projections, exterior fixtures, berms, shaped earth, masonry structures, large balloons, dirigibles and blimps attached to the Property or suspended so as to remain over the Property for greater than a forty-eight (48) hour period, together with any other lights or any device which might obstruct or interfere with the quality of a view from the windows of any improvements which have made to the been Property.

12-1.39: "Time Share Owner" shall mean and refer to any Property Owner who owns or retains a freehold or club/interval lease in a Housing Unit for a limited and designated period each year, including "Interval Ownerships," as defined in the South Carolina Time Sharing Act as amended.

12-1.40: "Trade-Oriented Services" shall mean and refer to installation, repair and maintenance services in the nature of air-conditioning, heating, plumbing, solar equipment, mechanical systems, electrical systems, appliances and equipment, motor vehicles, marine vessels, building construction, and pest control, and related services, except where such Trade-Oriented Services are used in the manufacture of goods or are prohibited by Section 2-20 of these Covenants.

12-1.41: "Unit" shall be a separate taxable unit of real property. Where a deed of conveyance restricts the intensity or density of development by a reference to a maximum of a certain number of "units" or "dwelling units" without either defining such term nor making reference to the defined term "Standard Resort Dwelling Unit" or "Standard Resort Dwell Density Equivalent," it will be presumed the intent of the Grantor and Grantee was to restrict use of the property to the number of "units" cited with each "unit" to be part of one undivisible dwelling place (not a "multiple-keyed" group of two or more "hotel" rooms), and restricted to a maximum of three (3) sleeping areas and three (3) bathrooms per "unit."

12-1.42: "Undeveloped Land" shall be land owned by the Declarant" which is not improved and which has not been designated as Open Space or Common Properties, whether subdivided or unsubdivided.

12-1.43: "Unsubdivided Land" shall mean and refer to all land within the Property which has not been subdivided into two (2) or more parcels

since acquisition by the Declarant of less than ten (10) acres size per average subunit of land through metes and bounds subdivision plats. Non-Assessable Land and Water shall not be "Unsubdivided Land."

IN WITNESS WHEREOF, Declarant and Company have caused this instrument to be executed the day and year first above written by its appropriate officers.

WITNESSES:

GREENWOOD DEVELOPMENT CORPORATION

Nada B. Banes

By:

[Signature]  
Vice President

Mamie W. Nicholson

Attest:

[Signature]  
Asst. Secretary

SHELTER COVE HARBOUR COMPANY

Nada B. Banes

By:

[Signature]  
President

Mamie W. Nicholson

Attest:

[Signature]  
Asst. Secretary

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENWOOD )

PROBATE

1774

Personally appeared before me Nada B. Banes and made oath that she saw the within named K. E. Young and Wayne Q. Justesen, Jr. execute the foregoing Covenants as Vice President and Assistant Secretary, respectively, of Greenwood Development Corporation, and severally acknowledged to and before me that they executed the same as the act and deed of said corporation, and she, with Mamie W. Nicholson, witnessed the execution thereof.

Nada B. Banes

SWORN TO before me  
this 22nd day of  
February, 1982

Mamie W. Nicholson  
Notary Public for South Carolina  
My Commission Expires 8-26-90.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENWOOD )

PROBATE

Personally appeared before me Nada B. Banes and made oath that she saw the within named John W. Davis and Wayne Q. Justesen, Jr. execute the foregoing Covenants as President and Assistant Secretary, respectively, of Shelter Cove Harbor Company, and severally acknowledged to and before me that they executed the same as the act and deed of said corporation, and she, with Mamie W. Nicholson, witnessed the execution thereof.

Nada B. Banes

SWORN TO before me  
this 22nd day of  
February, 1982

Mamie W. Nicholson  
Notary Public for South Carolina  
My Commission Expires 8-26-90.

1775

EXHIBIT "A"

The property described herein is all that property as shown on the plat by Hussey, Gay & Bell, Engineers (License Number 2373) Savannah, Georgia, entitled "Survey of Marina Tract, Zone 3 Palmetto Dunes, Hilton Head Island, Beaufort County, South Carolina."

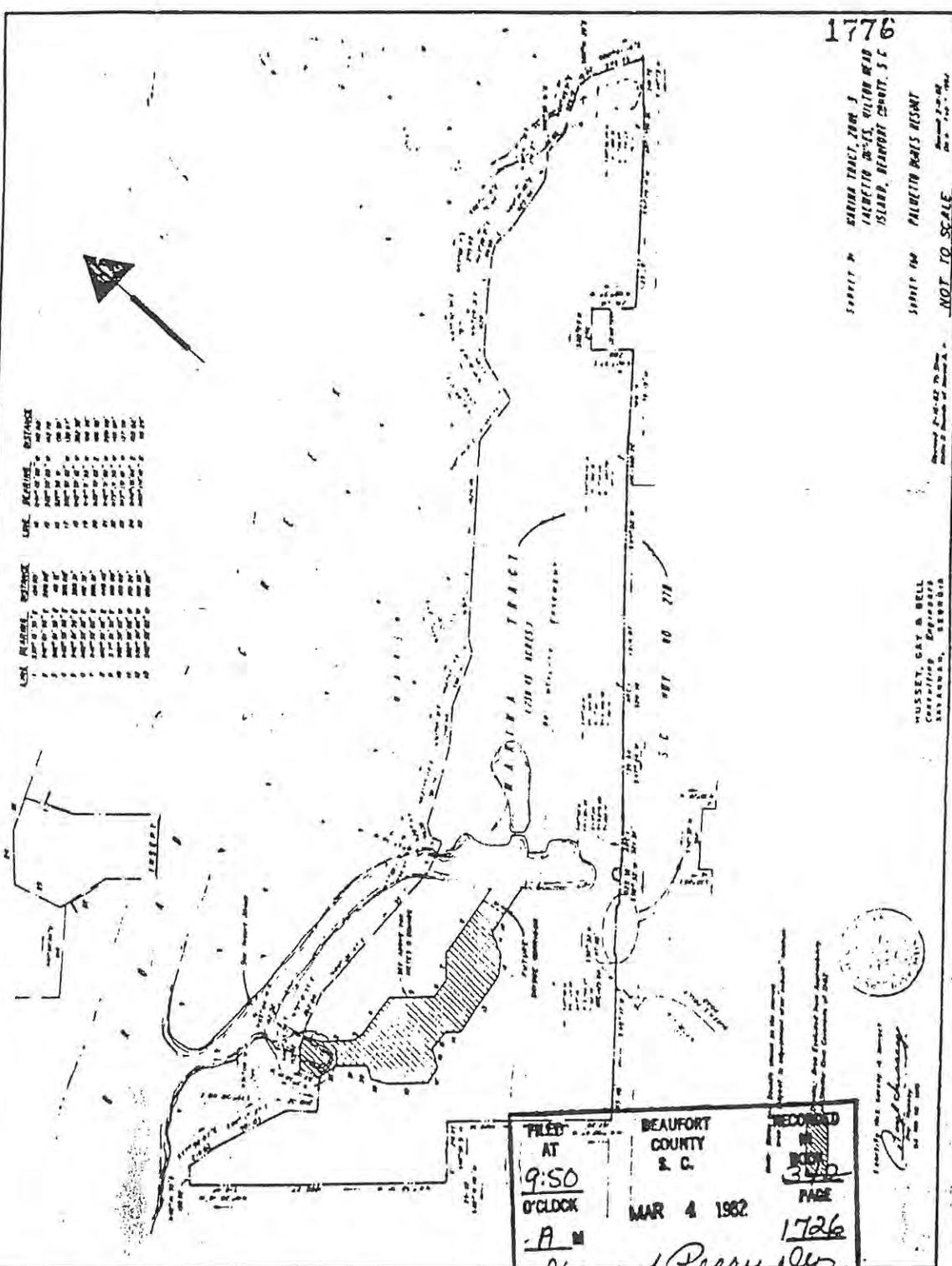
SAVE AND EXCEPT that portion which is cross-hatched and referred to in the legend of the plat as "Area Excluded from Applicability of Shelter Cove Covenants of 1982" and which plat is recorded in the Office of the Clerk of Court for Beaufort County in Plat Book 30 at Page 65.

1776

MAP OF BEAUFORT TRACT, 2000 S.  
SECTION 20-43, T110N R10E  
ISLAND, BEAUFORT COUNTY, S. C.

SCALE 1/4" = 100' NOT TO SCALE

LINE NUMBER	BEARING	DISTANCE
1	N 89° 15' 00" W	100.00
2	S 89° 15' 00" E	100.00
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MUSSETT, GAY & BELL  
SURVEYORS  
SAVANNAH, GEORGIA

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<i>Steve J. Perry, Jr.</i> CLERK OF COURT OF COMMON PLEAS		<i>[Signature]</i> BEAUFORT COUNTY, S. C.

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