



**SANTEE
LYNCHES**

Regional Council of Governments

3219 BROAD STREET
SUMTER, SC 29150

**Master Plan for Campground and Conservation
Site at the Pinewood Development Authority
Rimini Tract**

Request for Proposals
#2024-013

**Proposal Due Date:
September 12, 2024
12:00 P.M.**

ACKNOWLEDGEMENT OF CONDITIONS

for RFP #2024-013

PROJECT: Master Plan for Campground and Conservation Site at the Pinewood Development Authority Rimini Tract

REQUIREMENTS: Enclosed

SCOPE OF WORK: On behalf of the Pinewood Development Authority, Santee-Lynches Regional Council of Governments Requests Proposals for Master Planning Services for Development of a 148.0-acre tract of land. Services requested include site evaluation and survey, feasibility analysis for the identified use, development of a concept master plan, and preliminary engineering and development of cost estimates.

QUESTION DEADLINE: All questions must be received by:
August 28, 2024 at 12:00 PM
Questions must be submitted via email or mail and directed to:
elevy@slcog.org

SUBMISSION: Santee-Lynches Regional Council of Governments

Physical and Mailing Address:
3219 Broad Street
Sumter, SC 29150

OUTSIDE OF ENVELOPE MUST BE MARKED:
“RFP #2024-013 Master Plan for Campground and Conservation Site at the Pinewood Development Authority Rimini Tract”

RFP SUBMISSION DEADLINE: September 12, 2024 by 12:00 P.M.

THE INFORMATION BELOW MUST BE FULLY COMPLETED AND SIGNED FOR A PROPOSAL TO BE VALID

By signing this Statement, I certify that we (firm) will comply with all requirements contained within the RFP.

| | | | |
|-------------------------|--------------|----------|-------|
| AUTHORIZED SIGNATURE | PRINTED NAME | DATE | |
| COMPANY FULL LEGAL NAME | DUNS NUMBER | | |
| MAILING ADDRESS | | | |
| CITY | STATE | ZIP CODE | PHONE |
| EMAIL | | | |

REQUEST FOR PROPOSALS

for RFP #2024-013

I. INVITATION

On behalf of the Pinewood Development Authority (the Authority), Santee-Lynches Regional Council of Governments in South Carolina (Santee-Lynches) seeks proposals from consulting firms interested in assisting with development of a 148.0-acre parcel located in Rimini, South Carolina, herein referred to as the “Rimini Tract”. The objective of the project is the development of a Master Plan for a Campground and Conservation Site at the Pinewood Development Authority Rimini Tract.

To qualify for consideration, **one (1) original plus three (3) copies** of your proposal must be received by the office designated above by **12:00 PM on September 12, 2024**. It is the sole responsibility of the vendor to see that the proposal is received before the submission deadline. The vendor shall bear all risks associated with delays in the U.S. mail or delivery service. Late proposals will not be considered. **Proposals shall be accepted in person, by U.S. Mail or by private courier service.** NO Proposals shall be accepted via oral or email communication, telephone or fax transmission. Proposals will be opened at 12:00 PM on September 13, 2024 at 3219 Broad Street, Sumter, SC 29150 in the presence of at least two witnesses. Only the names of respondents will be disclosed at that time.

A proposal review panel will subsequently review and evaluate the proposals according to the criteria outlined in Section VI.

This solicitation does not commit Santee-Lynches to award a contract, to pay any cost incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. Santee-Lynches reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified respondents, or to cancel in part or in its entirety this proposal, if it is in the best interest of Santee-Lynches or the Authority to do so.

Any requests for clarification or additional information deemed necessary by any respondent to present a proper proposal must be submitted in writing by **12:00 PM on August 28, 2024** as follows:

Mail to: 3219 Broad Street, Sumter SC, 29150

OR email to: elvy@slcog.org

Written questions or requests for clarification must be received before the question deadline stated above. Any request received after the above stated deadline will not be considered. All requests received prior to the above deadline will be responded to in writing in the form of an addendum addressed and emailed to all prospective respondents.

Restrictions Applicable to Offers: Violation of restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the South Carolina State Ethics Act. After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the using governmental unit or its employees, agents or officials.*** Any communication regarding the submission, evaluation, or award must be solely addressed to the procurement coordinator, or designee. This restriction may be lifted by express written permission from the procurement coordinator.

The proposal will be awarded on the basis of Santee-Lynches' total requirements, to one respondent.

II. ORGANIZATION BACKGROUND

The Pinewood Development Authority was formed by the South Carolina Legislature pursuant to Title 44, Chapter 56, Section 164 of the South Carolina Code of Laws. The purpose of the Authority is to facilitate economic development in the Pinewood Area, which is defined as a 5-mile radius around the former Hazardous Waste Landfill known as the "Pinewood Site".

In 1990, a concept report for development of the Rimini Landing area was developed for Sumter County Council. The report identified recreational use, as well as cabins, a conference lodge, golf course, and tennis courts as possible developments.

In 1993, the Pinewood Development Authority purchased a 148.0 acre tract of land in Rimini on SC-43-51 (Packs Landing Road) adjacent to the Pack's Landing Boat Ramp at Lake Marion from St. Mark's Episcopal Church. Approximately 19.2 acres of the site are located in Clarendon County, with the remaining 128.8 acres located in Sumter County. The tract is separated by both a CSX railroad line and Packs Landing Road. At the time of purchase, the identified purpose for the tract was development of a recreational area.

The parcel is outlined on Attachment A of this RFP.

III. ROLE OF CONTRACTOR/SCOPE OF WORK

Santee-Lynches, on behalf of the Pinewood Development Authority, requests the submittal of proposals from firms interested in providing consulting services ("the provider"; "the respondent") to develop a Master Plan that integrates the requirements outlined in this RFP. Services shall include two phases:

1. Review and evaluation of the Pinewood Development Authority's Rimini Tract for land use factors. This review will include assessment of new construction needs, accessibility, safety and security, pedestrian/vehicular circulation, roadways, parking, landscaping and green space, signage, and land development.
2. Identification of current and anticipated facility/capital requirements and preparation of a plan for the development of the site to address those needs.

The Pinewood Development Authority does not have a current Master Plan for the Rimini Tract. Such a document is needed to establish a framework for the physical growth and evolution that can be anticipated over the next 10 years. The new plan will be an essential tool to help guide the Authority's decisions regarding new construction and renovation, vehicular and pedestrian circulation, accessibility, parking, land development, and space utilization.

The Authority and its partners anticipate that 50-100 people will utilize the property within the first year and increase exponentially as outreach and word of mouth accelerates. Outdoor enthusiasts and sportsman visit the area in all seasons allowing for little lull in vacancies.

- Assets desired on-site to support the proposed mission include, but are not limited to: event hosting capabilities; cabins with kitchen facilities and showers; water/wastewater infrastructure; water cistern and filtration systems; road system; designated parking; high-speed internet access; signage; electrical hookups; water and wastewater discharge for RV sites; primitive camping sites; pull-through concrete pads; accessibility for special needs guests.

The proposed consultant will be responsible for, but not limited to, the following:

- Prepare and advise the Pinewood Development Authority on the data needed to complete the master planning process;
- Power Utilities planning;
- Water/wastewater supply and infrastructure options, planning and management;
- Amenities Selection planning;
- Road System planning;
- Financial Management planning;
- Lead presentations and discussions of concepts and recommendations with officials and other key stakeholders;
- Provide a comprehensive feasibility study and master plan to include recommendations for overall design, facilities, lifecycle costing of facilities, operations, and maintenance, space allocation and utilization, accessibility, pedestrian and vehicular circulation, roadways and parking, and signage;
- Develop cost estimates and preliminary engineering data for recommended facilities to support the Master Plan;
- Identify phasing opportunities for development of facilities to support the campground sites;
- Upon project completion, all products will be provided in both print and digital format including all data created for the project.

IV. QUALIFICATIONS

Consultant must have a demonstrated track record in feasibility study and master planning with at *least 5 years of recent experience*. In addition, the consultant will need to obtain and integrate local data to create a custom design.

The consultant should have the following technical capabilities in the fields of planning and analysis:

- Demonstrated knowledge of planning and zoning regulations and ordinances;
- Engineering qualifications to develop preliminary engineering reports;
- Architectural qualifications to develop conceptual designs;
- Demonstrated knowledge of the field of economic impact analysis;
- Demonstrated knowledge of the fields of natural resources management, forest conservation, planning and geographical and environmental sciences;
- Experience in committee and public meeting management, including public facilitation (to work with locally appointed advisory committees to complete the final plans);
- Skill in graphic, visual communication tools, and layout (in order to produce high quality report outputs which clearly communicate intended plans)

Respondents shall provide proof of these qualifications as well as examples of similar work completed, as requested.

V. PROPOSAL SUBMISSION REQUIREMENTS

This section provides a summary of information to be included in fulfilling the requirements of this RFP. Proposals must be submitted in the format outlined in this section. Respondents must furnish all information required by the request.

The requirements stated herein do not preclude respondent from furnishing additional information as deemed appropriate. Substantial deviation from the minimum requirements stated herein may be cause for rejection from further consideration.

Part 1 - Transmittal Letter – A signed letter of transmittal containing the following items:

- 1) A brief statement on the respondent's commitment to perform the work;
- 2) A brief statement as to why the respondent believes it to be best qualified to perform the work;
- 3) A statement that the submittal is an offer and irrevocable for 60 calendar days;
- 4) The full legal name of the business AND its UEI number;
- 5) The primary contact information for the person to contact regarding this proposal;
- 6) The name of the person authorized to bind the firm/vendor.

Part 2 – Understanding - Respondent shall include an understanding of the scope of work and a general statement of the solution the Respondent plans to offer the Pinewood Development Authority.

Part 3 – Performance, Qualifications and Ability of Professional Personnel - Include full names of key personnel who will be administering the contract and relevant experience on similar projects and qualifications which shows proven and demonstrated ability to execute the requirements of the RFP. Include location of nearest offices, a statement of current workload and ability to meet deadlines, and the number of years in business. Include a list of the three (3) most recent projects for which the respondent has performed similar services of similar size, scope, and complexity.

Part 4 – Schedule - Include availability and completion schedule for the project.

Part 5 – Cost Proposal - Include complete cost proposal.

Part 6 – Addendum(s) - Acknowledge addendum(s) if any.

Other Requirements – As stated in the invitation, one (1) original plus three (3) copies of your proposal are required.

Respondents shall fully inform themselves on conditions, requirements, and specifications before submitting their proposal. Failure to do so shall be at Respondent's own risk and the Respondent cannot secure relief by plea of error.

Neither law nor regulations make allowance for error of omission or commission on the part of

the Respondent.

FAILURE TO INCLUDE ALL REQUIRED SUBMISSION MATERIALS MAY RENDER THE PROPOSAL NON-RESPONSIVE, AS DETERMINED BY SANTEE-LYNCHES.

VI. SELECTION CRITERIA

Proposals will be evaluated on the following criteria, listed in order of importance.

Experience - Measured in terms of previous experience in providing similar services for past projects.

Qualifications of Personnel - Measured in terms of relevant experience and qualifications of key personnel and their ability to execute the project, and quality of past projects.

Availability of Firm and Completion Timeline - Measured in terms of when the respondent can begin work and complete the project.

Cost - Measured in terms of the dollar value of responsive and responsible cost proposal.

VII. QUALIFICATIONS OF RESPONDENTS

On behalf of the Pinewood Development Authority, Santee-Lynches may make such investigation as it deems necessary to determine the ability of a Respondent to furnish the required materials and services, and the Respondent will furnish all information and data for this purpose as Santee-Lynches may reasonably request.

Submissions shall be reviewed by the proposal review panel. The proposal review panel will review and analyze the responses and select finalists who may be invited provide an oral presentation to the proposal review panel. Respondants invited to attend the interview shall bear their own expenses for attending. Neither Santee-Lynches nor the Pinewood Development Authority will be responsible for any costs associated with interviews. The Panel will then make a recommendation to the Pinewood Development Authority Board for award using the selection criteria set forth above.

Discussions may be conducted with respondents who submit proposals determined to be reasonably capable of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. While conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing respondents.

Santee-Lynches reserves the right to reject a proposal if the evidence submitted by or the investigation of such Respondent fails to satisfy that Respondent is properly qualified to carry out the obligations of the Contract and to deliver the equipment and services described herein.

VIII. METHOD OF AWARD

The Pinewood Development Authority intends to execute a lump sum contract with the top recommended firm for the outlined services, as determined by the proposal review panel and in accordance with the guidelines of the Santee-Lynches Procurement Manual. If a contract cannot be successfully negotiated with the top recommended firm, the panel will proceed to the next

recommended firm, and so on until an acceptable contract is negotiated.

To the extent that firms choose to make joint proposals, one firm must be designated the lead firm to sign the contract and be the point of contact. The Pinewood Development Authority reserves the right to reject any or all proposals and to waive minor informalities and technicalities to make a selection, if any, based solely on the best interests of the Authority.

IX. TERMINATION

Funds for this contract are payable by the Pinewood Development Authority. In the event no funds or insufficient funds are made available for payments due under this contract, then Santee-Lynches shall immediately notify the firm of such occurrence, and this contract shall create no further obligation of Santee-Lynches or the Authority as to such current or succeeding fiscal year and shall be null and void, except as to the portions of payments herein agreed upon for funds which shall have been appropriated and budgeted. In such event, this contract shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Santee-Lynches or the Authority of any kind whatsoever. No right of action or damages shall accrue to the benefit of the firm as to that portion of this contract that may so terminate. Santee-Lynches shall provide the successful firm with notice not less than thirty (30) days prior to the date of cancellation, if such time is available. Otherwise, prompt notice will suffice. In the event of occurrence of the circumstances described immediately above, the firm shall not prohibit or otherwise limit the Authority's right to pursue and contract for alternate solutions and remedies as deemed necessary by the Authority for the conduct of its affairs. All provisions stated herein shall apply to any amendment or the execution of any option to extend the contract.

X. APPROVAL OF USE OF NAMES

The firm shall not have the right to include Santee-Lynches Regional Council of Governments or the Pinewood Development Authority names in its published list of customers without prior approval. With regard to news releases, only the name and duration of contract may be used and then only with prior approval. The firm agrees not to publish or cite in any form any comments or quotes from Santee-Lynches Council members, Pinewood Development Authority members, officials or staff. The firm further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by Santee-Lynches or the Authority.

XI. COMPLIANCE WITH CODES, ORDINANCES, INDUSTRY STANDARDS

During the term of this contract, it shall be the firm's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs, and industry standards. The contracted firm will also be held professionally liable for the work of any utilized subcontractors and shall provide assurances that such personnel will devote sufficient time to properly carry out the designated scope of project work.

XII. ASSIGNMENT

No contract or its provisions may be assigned, sublet or transferred without the written consent of Santee-Lynches.

XIII. OTHER CONDITIONS

Debarment, Suspension, and Other Matters Related to Public Transactions

The prospective firm 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 three-year period preceding this proposal been convicted of or had a civil judgment rendered against it 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; 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.

STANDARD TERMS AND CONDITIONS

SCOPE: THE FOLLOWING TERMS AND CONDITIONS WILL PREVAIL UNLESS OTHERWISE NOTIFIED BY SANTEE-LYNCHES COUNCIL OF GOVERNMENTS WITHIN THIS REQUEST FOR PROPOSALS DOCUMENT. SANTEE-LYNCHES RESERVES THE RIGHT TO REJECT ANY PROPOSAL WHICH TAKES EXCEPTION TO THESE TERMS AND CONDITIONS.

DEFINITIONS USED HEREIN:

- A. "PROPOSAL REQUEST" MEANS A SOLICITATION OF A FORMAL SEALED REQUEST FOR PROPOSALS
- B. "RESPONDENT" MEANS VENDOR
- C. "PROPOSAL" MEANS THE SUBMISSION OF QUALIFICATIONS AND COST PROPOSAL OFFERED BY THE VENDOR
- D. "SANTEE-LYNCHES" MEANS SANTEE-LYNCHES REGIONAL COUNCIL OF GOVERNMENTS
- E. "AUTHORITY" MEANS PINWOOD DEVELOPMENT AUTHORITY

COMPLETING PROPOSAL: ALL INFORMATION MUST BE LEGIBLE. ANY AND ALL CORRECTIONS AND/OR ERASURES MUST BE INITIALED. AUTHORIZED RESPONDENT MUST SIGN THE PROPOSAL AND REQUIRED INFORMATION MUST BE PROVIDED.

CONFIDENTIALITY OF PROPOSAL INFORMATION: EACH PROPOSAL MUST BE IN A SEALED ENVELOPE AND CLEARLY MARKED TO PROVIDE CONFIDENTIALITY OF THE PROPOSAL INFORMATION PRIOR TO THE OPENING. SUPPORTING DOCUMENTS AND/OR DESCRIPTIVE LITERATURE MAY BE SUBMITTED WITH THE PROPOSAL OR IN A SEPARATE ENVELOPE MARKED LITERATURE FOR RFP (NUMBER). DO NOT INDICATE PRICES ON LITERATURE.

ACCURACY OF PROPOSAL: EACH PROPOSAL IS MADE PUBLIC RECORD OF SANTEE-LYNCHES AFTER AWARD. THEREFORE, IT IS NECESSARY THAT ANY AND ALL INFORMATION PRESENTED IS ACCURATE AND/OR WILL BE THAT BY WHICH THE RESPONDENT WILL COMPLETE THE CONTRACT.

SUBMISSION OF PROPOSAL: PROPOSALS ARE TO BE SEALED AND SUBMITTED TO SANTEE-LYNCHES VIA MAIL TO OR HAND CARRY TO 3219 BROAD STREET, SUMTER, SC 29150, PRIOR TO THE DATE AND TIME INDICATED ON THE COVER SHEET.

ADDENDA: ALL CHANGES IN CONNECTION WITH THIS PROPOSAL WILL BE ISSUED BY SANTEE-LYNCHES IN THE FORM OF A WRITTEN ADDENDUM. SIGNED ACKNOWLEDGMENT OF RECEIPT OF EACH ADDENDUM MUST BE SUBMITTED WITH THE PROPOSAL.

LATE PROPOSALS AND MODIFICATIONS OR WITHDRAWALS: PROPOSALS RECEIVED AFTER THE DEADLINE DESIGNATED IN THIS RFP WILL NOT BE CONSIDERED. PROPOSALS MAY BE WITHDRAWN OR MODIFIED PRIOR TO THE DEADLINE DATE AND TIME INDICATED FOR SUBMISSION ON THE COVER SHEET.

PROPOSAL CONDITION OF PRICE: ALL COST PROPOSALS SUBMITTED SHALL REMAIN EFFECTIVE FOR A MINIMUM PERIOD OF 60 DAYS, OR UNTIL EVALUATION IS COMPLETE AND AWARD IS MADE. THEREAFTER, THE CONTRACT PRICE SHALL REMAIN EFFECTIVE FOR THE TERM OF THE CONTRACT.

INSURANCE: THE CONTRACTOR SHALL PROCURE, MAINTAIN, AND PROVIDE PROOF OF, INSURANCE COVERAGE FOR INJURIES TO PERSONS AND/OR PROPERTY DAMAGE AS MAY ARISE FROM OR IN CONJUNCTION WITH, THE WORK PERFORMED ON BEHALF OF SANTEE-LYNCHES BY THE CONTRACTOR, HIS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS AT THEIR OWN EXPENSE. PROOF OF COVERAGE SHALL BE SUBMITTED PRIOR TO ENTERING INTO THE CONTRACT AND SUCH COVERAGE SHALL BE MAINTAINED BY THE CONTRACTOR FOR THE DURATION OF THE CONTRACT PERIOD FOR OCCURRENCE POLICIES. CLAIMS MADE POLICIES MUST BE IN FORCE OR THAT COVERAGE PURCHASED FOR THREE (3) YEARS AFTER CONTRACT COMPLETION DATE.

NEW MATERIALS, SUPPLIES OR EQUIPMENT: UNLESS OTHERWISE SPECIFIED, ALL MATERIALS, SUPPLIES OR EQUIPMENT OFFERED BY A VENDOR WILL BE NEW, UNUSED, OF RECENT MANUFACTURE, FIRST CLASS IN EVERY RESPECT, AND SUITABLE FOR THEIR INTENDED PURPOSE. ALL EQUIPMENT WILL BE ASSEMBLED AND FULL SERVICED, READY FOR OPERATION WHEN DELIVERED.

WARRANTY: SUPPLIES OR SERVICES FURNISHED AS A RESULT OF THIS PROPOSAL WILL BE COVERED BY THE MOST FAVORABLE COMMERCIAL WARRANTIES, EXPRESSED OR IMPLIED, THAT THE VENDOR AND/OR MANUFACTURER GIVES TO ANY CUSTOMER. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE IN ADDITION TO AND DO NOT LIMIT ANY RIGHTS AFFORDED TO SANTEE-LYNCHES BY ANY OTHER CLAUSE OF THIS PROPOSAL. SANTEE-LYNCHES RESERVES THE RIGHT TO REQUEST FROM VENDORS A SEPARATE MANUFACTURER CERTIFICATION OF ALL STATEMENTS MADE IN THIS PROPOSAL.

METHOD OF AWARD AND NOTIFICATION: PROPOSALS WILL BE ANALYZED AND THE AWARD MADE, BASED ON THE EVALUATION CRITERIA FOR THIS PROPOSAL, TO THE BEST QUALIFIED VENDOR. SANTEE-LYNCHES RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND ANY PART OF A PROPOSAL; TO WAIVE INFORMALITIES, TECHNICAL DEFECTS, AND MINOR IRREGULARITIES IN PROPOSALS RECEIVED. IT IS THE POLICY OF SANTEE-LYNCHES THAT IN THE EVENT TWO OR MORE OFFERORS ARE TIED AFTER EVALUATION OF PROPOSALS, AWARDS SHALL BE DETERMINED AS FOLLOWS:

1. SHOULD THERE BE A FIRM LOCATED WITHIN THE SANTEE-LYNCHES REGION (CLARENDON, KERSHAW, LEE, OR SUMTER COUNTIES OF SOUTH CAROLINA) TIED WITH AN OUT-OF-REGION FIRM, THE AWARD SHALL BE MADE TO THE FIRM WITHIN THE REGION.
2. SHOULD THERE BE A SOUTH CAROLINA FIRM TIED WITH AN OUT-OF-STATE FIRM, THE AWARD WILL BE MADE TO THE SOUTH CAROLINA FIRM.
3. TIED PROPOSALS INVOLVING SANTEE-LYNCHES AREA FIRMS WILL BE RESOLVED BY THE FLIP OF A COIN BY THE REVIEW COMMITTEE CHAIRPERSON OR THE EXECUTIVE DIRECTOR OF SANTEE-LYNCHES.

4. TIED PROPOSALS INVOLVING SOUTH CAROLINA FIRMS NOT IN THE SANTEE-LYNCHES REGION WILL BE RESOLVED BY THE FLIP OF A COIN BY THE REVIEW COMMITTEE CHAIRPERSON OR THE EXECUTIVE DIRECTOR OF SANTEE-LYNCHES.

CREDIT TERMS: VENDOR WILL INDICATE ALL DISCOUNTS FOR FULL AND/OR PROMPT PAYMENT. DISCOUNT WILL BE CONSIDERED AS A COST FACTOR IN THE DETERMINATION OF AWARD, EXCEPT DISCOUNTS OFFERED FOR PAYMENT WITHIN LESS THAN TEN (10) CALENDAR DAYS. DISCOUNTS OFFERED WILL BE COMPUTED FROM DATE OF RECEIPT OF CORRECT INVOICE OR RECEIPT AND ACCEPTANCE OF PRODUCTS, WHICHEVER IS LATER.

SELLER'S INVOICE: INVOICE WILL BE PREPARED AND SUBMITTED IN DUPLICATE TO ADDRESS SHOWN ON THE PURCHASE ORDER. SEPARATE INVOICES ARE REQUIRED FOR EACH PURCHASE ORDER. INVOICE WILL CONTAIN THE FOLLOWING GENERAL INFORMATION; PURCHASE ORDER NUMBER, ITEM NUMBER, DESCRIPTION OF SUPPLIES, OR SERVICES, SIZES, UNIT OF MEASURE, QUANTITY, UNIT PRICE AND EXTENDED PRICE.

SAFETY: ALL PRACTICES, MATERIALS, SUPPLIES, AND EQUIPMENT WILL COMPLY WITH THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT, AS WELL AS ANY PERTINENT FEDERAL, STATE AND/OR LOCAL SAFETY OR ENVIRONMENTAL CODES. IT IS THE RESPONSIBILITY OF THE VENDOR TO PROVIDE MATERIAL SAFETY DATA SHEETS FOR PRODUCT(S) REQUIRING THE SAME.

DISCLAIMER OF LIABILITY: SANTEE-LYNCHES AND/OR ANY OF ITS AGENCIES, WILL NOT HOLD HARMLESS OR INDEMNIFY ANY RESPONDENT FOR ANY LIABILITY WHATSOEVER.

HOLD HARMLESS: THE CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD SANTEE-LYNCHES, ITS OFFICERS, EMPLOYEES AND AGENTS FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, PENALTIES, DAMAGES, SETTLEMENTS, COSTS CHARGES, PROFESSIONAL FEES OR OTHER EXPENSES OR LIABILITIES OF EVERY KIND AND CHARACTER ARISING OUT OF OR RELATING TO ANY AND ALL CLAIMS, LIENS, DEMANDS, OBLIGATIONS, ACTIONS, PROCEEDINGS OR CAUSE OF ACTION OF EVERY KIND AND CHARACTER IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT AND/OR THE PERFORMANCE HEREOF, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY AND ALL SUCH CLAIMS, ETC., RELATING TO PERSONAL INJURY, INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, (OR APPLICATION FOR ANY THEREOF) OR OF ANY OTHER TANGIBLE OR INTANGIBLE PERSONAL OR PROPERTY RIGHT, OR ACTUAL OR ALLEGED VIOLATION OF ANY APPLICABLE STATUTE, ORDINANCE, ADMINISTRATIVE ORDER, RULE OR REGULATION, OR DECREE OF ANY COURT WILL BE INCLUDED IN THE INDEMNITY HEREUNDER. THE CONTRACTOR FURTHER AGREES TO INVESTIGATE, HANDLE, RESPOND TO PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, ETC. AT HIS/HER SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF SUCH CLAIM IS GROUNDLESS, FALSE OR FRAUDULENT.

LAW GOVERNING: ALL CONTRACTUAL AGREEMENTS WILL BE SUBJECT TO, GOVERNED BY, AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF SOUTH CAROLINA.

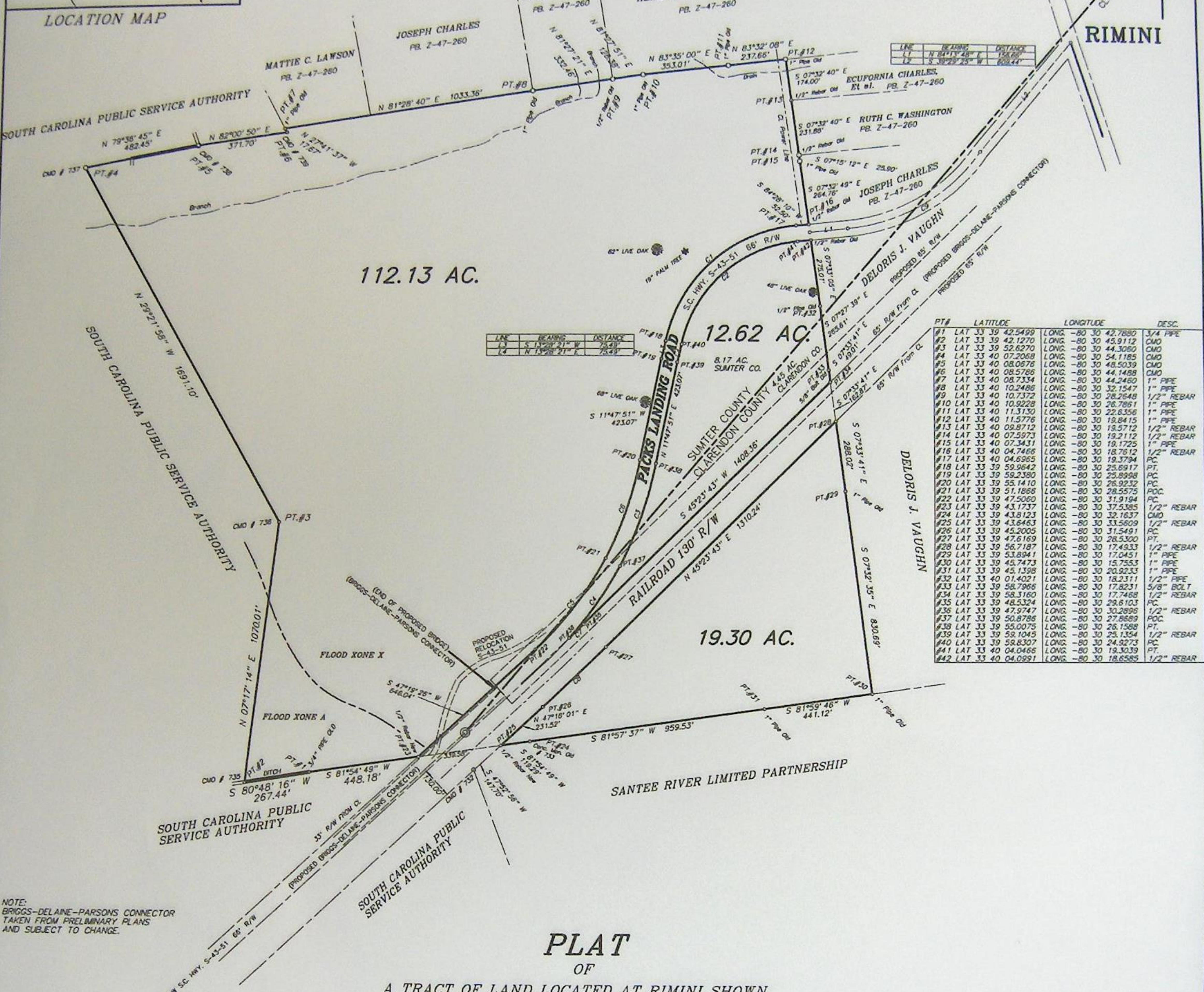
ANTI-DISCRIMINATION CLAUSE: NO RESPONDENT TO THIS REQUEST WILL IN ANY WAY, DIRECTLY OR INDIRECTLY, DISCRIMINATE AGAINST ANY PERSON BECAUSE OF AGE, RACE, COLOR, HANDICAP, SEX, NATIONAL ORIGIN, OR RELIGIOUS CREED.

SANTEE-LYNCHES REGIONAL COUNCIL OF GOVERNMENTS IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.



Curve Table Listing

| # | Radius | Delta | Length | Chord | Tangent | Chord Bearing |
|---|-----------|-----------|---------|---------|---------|---------------|
| 1 | 606.18' | 72°27'45" | 766.65' | 716.57' | 444.17' | S 48°07'10" W |
| 2 | 540.18' | 72°26'23" | 682.98' | 638.37' | 395.64' | S 48°07'08" W |
| 3 | 1598.55' | 15°52'54" | 443.10' | 441.68' | 222.98' | N 19°08'06" E |
| 4 | 1524.85' | 15°28'36" | 358.66' | 357.84' | 180.16' | N 34°52'40" E |
| 5 | 1458.85' | 16°27'59" | 470.18' | 468.15' | 237.15' | N 37°22'20" E |
| 6 | 1532.55' | 15°51'43" | 424.28' | 422.92' | 213.50' | N 19°03'47" E |
| 7 | 10824.14' | 00°26'08" | 80.51' | 80.51' | 40.25' | N 45°31'38" E |
| 8 | 10734.14' | 01°53'08" | 353.25' | 353.23' | 176.64' | N 46°15'13" E |
| 9 | 755.80' | 49°41'35" | 655.51' | 635.16' | 349.08' | N 59°32'34" E |



| PT# | LATITUDE | LONGITUDE | DESC. |
|-----|-------------------|---------------------|------------|
| #1 | LAT 33 39 42.5499 | LONG -80 30 42.7880 | 3/4 PIPE |
| #2 | LAT 33 39 42.1270 | LONG -80 30 45.9112 | CMD |
| #3 | LAT 33 39 52.6270 | LONG -80 30 44.3080 | CMD |
| #4 | LAT 33 40 07.2068 | LONG -80 30 54.1185 | CMD |
| #5 | LAT 33 40 08.0978 | LONG -80 30 48.5039 | CMD |
| #6 | LAT 33 40 08.5786 | LONG -80 30 44.1468 | CMD |
| #7 | LAT 33 40 08.7334 | LONG -80 30 44.2460 | 1" PIPE |
| #8 | LAT 33 40 10.2486 | LONG -80 30 32.1547 | 1" PIPE |
| #9 | LAT 33 40 10.7372 | LONG -80 30 28.2648 | 1/2" REBAR |
| #10 | LAT 33 40 10.9228 | LONG -80 30 26.7861 | 1" PIPE |
| #11 | LAT 33 40 11.3130 | LONG -80 30 22.6356 | 1" PIPE |
| #12 | LAT 33 40 11.5776 | LONG -80 30 19.8415 | 1" PIPE |
| #13 | LAT 33 40 09.8712 | LONG -80 30 18.5712 | 1/2" REBAR |
| #14 | LAT 33 40 07.5973 | LONG -80 30 19.2112 | 1/2" REBAR |
| #15 | LAT 33 40 07.3431 | LONG -80 30 19.1725 | 1" PIPE |
| #16 | LAT 33 40 04.7466 | LONG -80 30 18.7612 | 1/2" REBAR |
| #17 | LAT 33 40 04.6965 | LONG -80 30 19.3794 | PC |
| #18 | LAT 33 39 59.9642 | LONG -80 30 25.8917 | PT |
| #19 | LAT 33 39 59.2380 | LONG -80 30 25.8998 | PC |
| #20 | LAT 33 39 55.1410 | LONG -80 30 26.9232 | PC |
| #21 | LAT 33 39 51.1868 | LONG -80 30 28.5575 | POC |
| #22 | LAT 33 39 47.5060 | LONG -80 30 31.9194 | PC |
| #23 | LAT 33 39 43.1737 | LONG -80 30 37.5385 | 1/2" REBAR |
| #24 | LAT 33 39 43.8123 | LONG -80 30 32.1637 | CMD |
| #25 | LAT 33 39 43.6463 | LONG -80 30 33.5609 | 1/2" REBAR |
| #26 | LAT 33 39 45.2005 | LONG -80 30 31.5491 | PC |
| #27 | LAT 33 39 47.6169 | LONG -80 30 28.5300 | PT |
| #28 | LAT 33 39 56.7187 | LONG -80 30 17.4933 | 1/2" REBAR |
| #29 | LAT 33 39 53.8941 | LONG -80 30 17.0451 | 1" PIPE |
| #30 | LAT 33 39 45.7473 | LONG -80 30 15.7553 | 1" PIPE |
| #31 | LAT 33 39 45.1358 | LONG -80 30 20.9233 | 1" PIPE |
| #32 | LAT 33 40 01.4021 | LONG -80 30 18.2311 | 1/2" PIPE |
| #33 | LAT 33 39 58.7966 | LONG -80 30 17.8231 | 5/8" BOLT |
| #34 | LAT 33 39 58.3160 | LONG -80 30 17.7468 | 1/2" REBAR |
| #35 | LAT 33 39 48.5324 | LONG -80 30 29.6103 | PC |
| #36 | LAT 33 39 47.9747 | LONG -80 30 30.2896 | 1/2" REBAR |
| #37 | LAT 33 39 50.8786 | LONG -80 30 27.8689 | POC |
| #38 | LAT 33 39 55.0075 | LONG -80 30 26.1588 | PT |
| #39 | LAT 33 39 59.1045 | LONG -80 30 25.1354 | 1/2" REBAR |
| #40 | LAT 33 39 58.8307 | LONG -80 30 24.8273 | PC |
| #41 | LAT 33 40 04.0466 | LONG -80 30 19.3039 | PT |
| #42 | LAT 33 40 04.0991 | LONG -80 30 18.6585 | 1/2" REBAR |

PLAT
OF

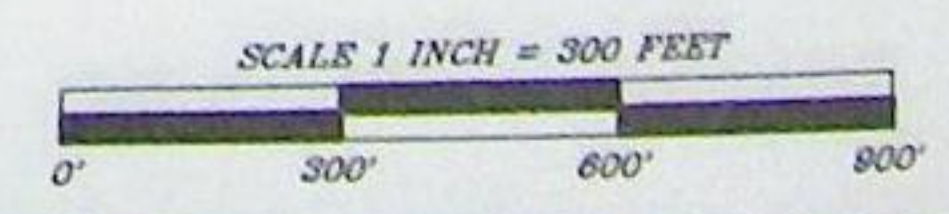
A TRACT OF LAND LOCATED AT RIMINI SHOWN ON A PLAT BY PALMER AND MALONE DATED OCT. 15, 1953, RECORDED IN SUMTER COUNTY COURT HOUSE IN PLAT BOOK Z12 AT PAGE 26, AND RECORDED IN CLARENDON COUNTY COURT HOUSE IN PLAT BOOK 14 AT PAGE 193.
SURVEYED FOR

SANTEE-LYNCHES REGIONAL DEVELOPEMENT CORPORATION

SCALE 1 INCH = 300 FEET
AREA = 144.05 ACRES TOTAL
SURVEY COMPLETED MARCH 5, 2007

ROBERT G. MATHIS LAND SURVEYING
13 WEST BOYCE STREET
P.O. BOX 244
MANNING, S.C. 29102
803-435-2425

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE AMERICAN STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN S.C. AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'A' SURVEY AS SPECIFIED THEREIN.



NOTE: BRIGGS-DELAINE-PARSONS CONNECTOR TAKEN FROM PRELIMINARY PLANS AND SUBJECT TO CHANGE.

A PORTION OF THIS PROPERTY IS LOCATED IN THE F.E.M.A. FLOOD ZONE AREA AS SHOWN ON FLOOD MAP 4501820250 B

FULTON TOWNSHIP
SUMTER COUNTY
SOUTH CAROLINA

- TAX MAP #
- 113-00-01-005
- 113-00-01-011
- 113-00-01-012
- 113-00-01-014
- 113-00-01-015
- 113-00-01-016
- 113-00-01-017
- 113-00-01-018
- 113-00-01-019

CLARENDON COUNTY
TAX MAP # 013-00-01-001

Robert G. Mathis
P.L.S. # 8371