COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
www.bcgov.net

D. PAUL SOMMERVILLE
CHAIRMAN

GERALD W. STEWART
VICE CHAIRMAN

COUNCIL MEMBERS
_____

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MICHAEL E. COVERT
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YORK GLOVER, SR.
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ROBERTS "TABOR" VAUX

JOSHUA A. GRUBER
INTERIM COUNTY ADMINISTRATOR
_____

THOMAS J. KEAVENY, II
COUNTY ATTORNEY
_____

ASHLEY M. BENNETT
CLERK TO COUNCIL

AGENDA
FINANCE COMMITTEE
Monday, November 6, 2017
2:00 p.m.
Executive Conference Room, Administration Building
Beaufort County Government Robert Smalls Complex
100 Ribaut Road, Beaufort

Committee Members:
Jerry Stewart, Chairman
Michael Covert, Vice Chairman
Rick Caporale
Gerald Dawson
Brian Flewelling
Steven Fobes
Stu Rodman

Staff Support:
Suzanne Gregory, Employee Services Director
Alicia Holland, CPA, Assistant County Administrator, Finance
Chanel Lewis, CGFO, Controller

1. CALL TO ORDER – 2:00 P.M.

2. STATE (2%) ACCOMMODATIONS TAX BOARD FISCAL YEAR 2018 GRANT RECOMMENDATIONS TO TOURISM-RELATED ORGANIZATIONS IN THE CUMULATIVE AMOUNT OF $540,000 (backup)

3. SANTA ELENA FOUNDATION REQUEST FOR LEASE EXTENSION, AS AMENDED, FOR PROPERTY LOCATED AT 1501 BAY STREET AND THE DOWLING FAMILY LOT (backup)

4. FUNDING SOURCE IDENTIFICATION FOR DAUFUSKIE ISLAND FERRY SERVICES REQUEST OF $45,000 FOR EMBARKATION ACCESS FEE AND DOCK IMPROVEMENT FEE AT BUCKINGHAM LANDING TO SUPPORT PUBLIC FERRY SERVICES TO DAUFUSKIE ISLAND (backup)

5. CAPITAL IMPROVEMENT PLAN / 2018 GENERAL OBLIGATION BOND

6. UPDATE / SOLICITOR'S REQUEST FOR A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF $155,000 FOR THE CREATION OF A VICTIMS ADVOCATE CENTER

7. UPDATE / TECHNICAL COLLEGE OF THE LOWCOUNTRY / CULINARY INSTITUTE

8. ADJOURNMENT

2017 Strategic Plan Committee Assignments
USC-Beaufort/TCL Campus Building
Comprehensive Impact Fee Review
Priority Investment – Capital Projects Long-Term Prioritized Requirements
Comprehensive Financial Plan: Revenues and Expenditures
Salary and Compensation Study Implementation
Reserve Policy: Revision
Countywide Information Technology Plan
Budget FY 2017-2018: Tax

The County Channel

ACCOMMODATIONS TAX BOARD

Beauford County Council Chambers

Thursday, Oct. 12, 2017

#	Organization	Event/Project	Amt. Requested	Rec. Last Yr.	Amt. Recom	Name
1	Community Foundation of the Lowcountry	2018 Public Air Exhibition on HHI	$ 20,000	$ 4,000	$ 5,000	Jean M. Heyduck
2	HHI Motoring Festival & Concours d'Elegance	HHI Coucours d'Elegance	$ 30,000	$ 25,000	$ 26,000	L Harrell/C. Vanagel
3	Exchange Club and Child Abuse Prevention Association (CAPA)	CAPA and Exchange Club Ghost Tours	$ 492	$ 680	$ 500	Jessica Chapman
4	Beaufort Arts Association	On-going community support for BAA	$ 15,500	$ -	$ 1,000	John Kenney
5	Lean Ensemble Theater	LET Marketing	$ 6,000	$ 1,350	$ 1,800	Blake White
6	Santa Elena Foundation/History Ceter	Lowcountry fair with historical flair	$ 20,000	$ -	$ 1,800	Andtrew J. Beall
7	Beaufort County Black Chamber of Commerce	Cultural Tourism Marketing	$ 125,000	$ 81,000	$ 81,000	Larry Holman
8	Hilton Head Choral Society	Social media program for audience development	$ 4,000	$ 3,000	$ 3,000	James C. Deas
9	The First Tee of the Lowcountry	Disc Golf Tournament	$ 35,000	$ 9,500	$ 11,000	Brady Boyd
10	Hilton Head Symphony Orchestra	Television & Facebook Advertising	$ 15,000	$ 6,000	$ 7,000	S Bergin/M. Briggs
11	Friends of Hunting Island State Park	Two (2) billboards	$ 6,500	$ 11,365	$ -	Barbara Temple
12	Gullah Festival Main St. Beaufort	Beaufort festivals & event advertising 2017-18	$ 45,000	$ 15,000	$ 31,150	Roy Hicks
13	Bluffton Historical Preservation Society	Heyward House Historic Center	$ 35,000	$ 18,500	$ 15,000	Katie Epps
14	David M. Carmines Foundation	HHI Seafood Festival	$ 12,000	$ 5,000	$ 10,000	Kelly Smith
15	Beaufort History Museum	Permanent exhibit renovation, phase 2	$ 75,000	$ 30,000	$ 30,000	C Lauvray/S Guida
15A	Beaufort History Museum Project 2	Promoting the "new" Beaufort History Museum	$ 15,000	$ -	$ 8,000	C Lauvray/S Guida
16	Beaufort Film Society	Beaufort International Film Festival (12th)	$ 20,000	$ 17,500	$ 15,000	Ron Tucker
17	Native Island Business and Community Affairs Association (NIBCAA)	HHI Gullah Celebration	$ 60,000	$ 23,000	$ 23,000	Carol Young
18	Farmers Market of Bluffton	Farmers Market of Bluffton	$ 5,000	$ -	$ 2,000	Kimber Viljac
19	Hilton Head Hospitality Association	Hilton Head Wine and Food Festival	$ 10,000	$ 5,000	$ 6,000	Jeff Gerber
20	Daufuskie Island Historical Foundation	Brochure Printing	$ 6,000	$ 2,500	$ 4,000	Nancy Ludtke
21	Daufuskie Island Community Preservation Zone Association (CPZA)	Francis Jones Community Park enhancements	$ 19,060	$ -	$ -	S Robinson/D Newton
22	Daufuskie Island Foundation	Daufuskie Day	$ 15,000	$ 5,500	$ 5,500	Deborah Edmondson
23	Beaufort Regional Chamber of Commerce	Tourism Marketing FY 2016-2017	$ 120,000	$ 100,000	$ 100,000	Robb Wells
24	Friends of Fort Fremont	Fort Fremont Historical Preserve - Virtual tour app. & video spt. Equipment	$ 9,925	$ 5,000	$ 7,000	W Wilson/S Linn
25	Historic Bluffton Arts & Seafood Festival, Inc	Historic Arts & Seafood Festival	$ 10,000	$ 10,000	$ 10,000	MaryAnn O'Neill
26	SC Lowcountry & Resort Island Tourism Commission	Promotion of Beaufort County & the Lowcountry	$ 43,000	$ 32,000	$ 35,000	Peach Morrison
27	Gullah Museum of Hilton Head Island	Gullah Museum of HHI	$ 100,000	$ 20,000	$ 8,000	Andrea Murray
28	Mitchelville Preservation Project	Various events	$ 80,000	$ 23,500	$ 27,500	Ahmad Ward
29	Coastal Discovery Museum	Cultural and Eco-Tourism Programs	$ 30,000	$ 20,000	$ 20,000	Natalie Hefter
31	HHI Bluffton Chamber of Commerce and Visitor & Convention Bureau	Smithsonian.com Native Article campaign	$ 40,000	$ 21,000	$ 21,000	Ariana Pernice
32	Friends of the Spanish Moss Trail	Spanish Moss Trail	$ 6,000	$ 3,150	$ 3,750	Sissy Perryman
33	Lowcountry Golf Course Owners Association	Golf Tourism Broadcast Campaign	$ 20,000	$ 10,000	$ 10,000	Barry Fleming
34	Arts Center of Coastal Carolina	Tourism Marketing of the Unincorporated Area of Southern Beaufort County	$ 12,000	$ 10,000	$ 10,000	Linda S. Bloom
35	Greater Bluffton Chamber of Commerce	Greater Bluffton Chamber & CVB, Inc.	$ 18,000	$ 10,800	$ -	Shellie West
30	Harbor Island Oceanfront Property Owners Group	Renourishment of HI beach, including Conservation easement		$ -	$ -	Debbie Hoffman
	TOTAL:		$1,083,477	$529,345	$540,000	
	Total Allotment: $540,000	Amount Remaining:	$0.00			

Telling America's Untold Story

Our Mission

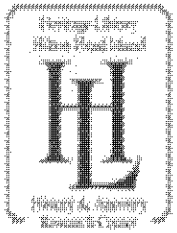
The mission of the Santa Elena Foundation is ***"to discover, preserve, and share the untold story of America's first and lost century through the rise and fall of Santa Elena."***

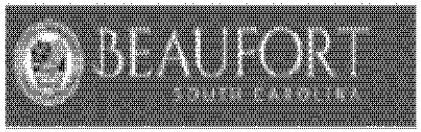
SANTA ELENA
FOUNDATION

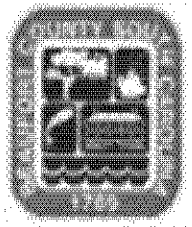
2016 Santa Elena Scholar's Conference at USC Beaufort

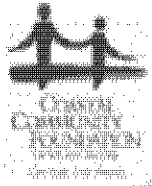
Current Santa Elena Archaeologists Professor Chester DePratter (USC) and Dr. Victor Thompson (UGA).

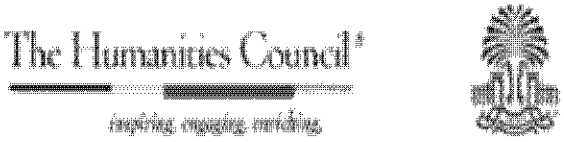
Special Thanks for sponsorship by the business community in support of the Santa Elena History Center!

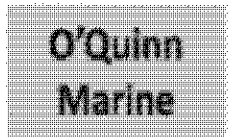


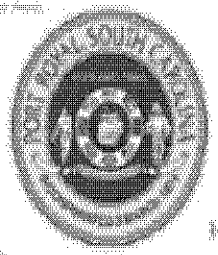


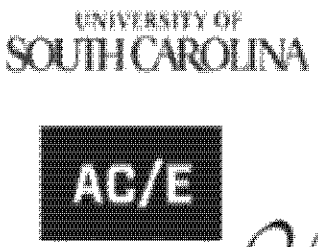


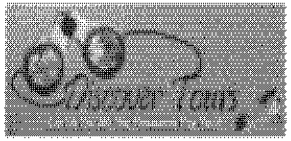


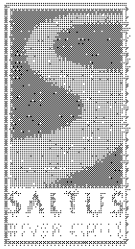


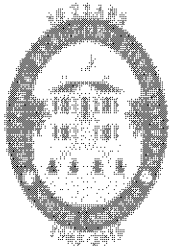


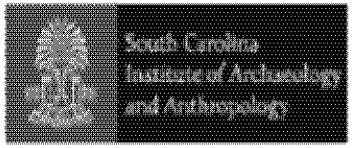


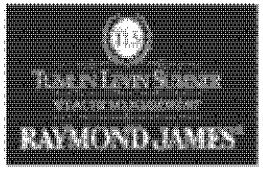


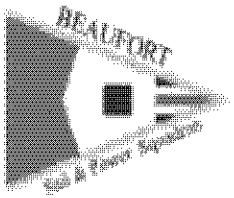


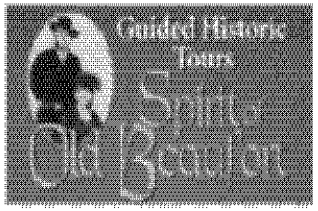


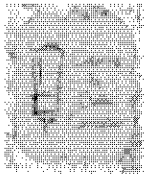












LOWCOUNTRY FAIR
WITH HISTORICAL FLAIR
FEATURING MARSH TACKY HORSE RACES
NOV 18
Cotton Hall Plantation
SANTA ELENA
HISTORY CENTER

Phase One of the exhibit opened April 30, 2016.

What is Next?

Exhibit Expansion and
Addition of Objects

Phase Two to open November 2017 – Will tell more of the story, include historic objects, and require infrastructure upgrades.

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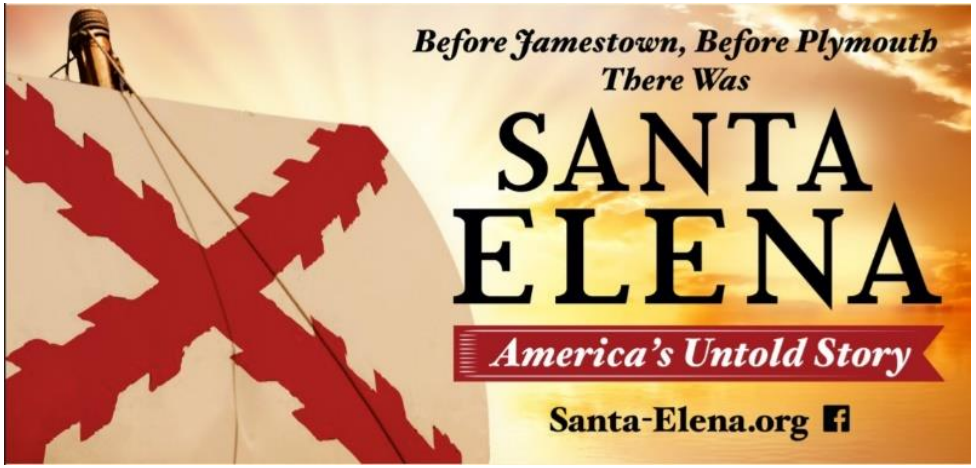
SANTA ELENA
HISTORY CENTER

Pre-Planned Itineraries

2017 Marketing Campaign

Out of Market

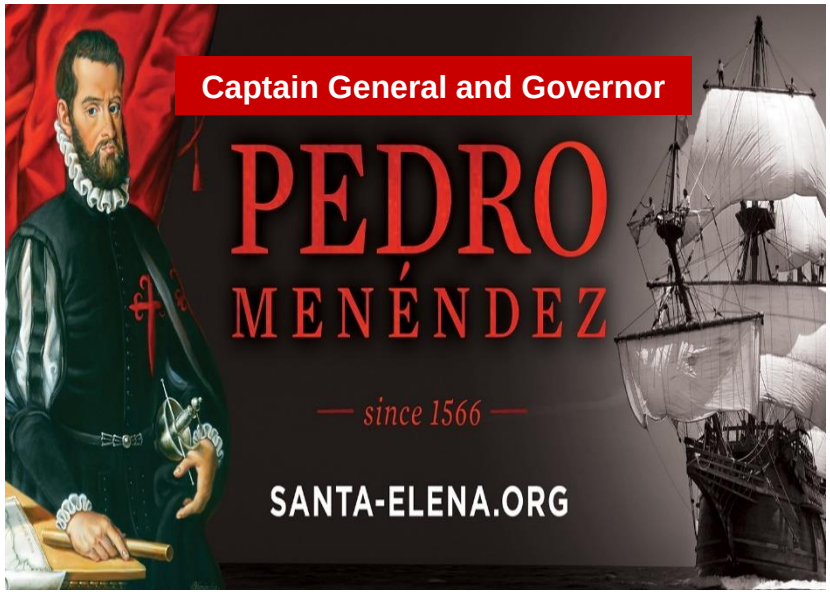


$20K Budget -- $10k from City

- Website and Social Media Outlets
- Billboards (I-95, 170, 278, 17, 21)
- Beaufortsc.org Digital Ads
- Rack Cards at Visitors Centers
- Print Ads in local publications

$12K Budget -- $6k from PRT

- Digital Banner Ads online
- Billboard (I-95)
- Rack Cards at Visitors Centers
- Presence at Hardeeville Welcome Center



SANTA ELENA
FOUNDATION

Digital Ad at SCPRT Welcome Center

Welcome Center at Hardeeville:

- Recently renovated
- Highest visitor traffic in South Carolina
- Only six video spots offered
- Runs continuously on 9-foot by 9-foot screen

https://vimeo.com/237463704/da26c8504b

Investment Summary: January 2014 to October 2017

Santa Elena Foundation	Planning Period	Operational History Center	
	January 2014 to September 30 2015	October 2015 to October 2017	Project Total
Beaufort County A-Tax Grants:	$ 250,000	$ 40,000	$ 290,000
Other Donations and Operational Revenues:			
- Individual & Family Donations	$ 161,575	$ 281,102	$ 442,677
- Public Foundations	$ -	$ 179,071	$ 179,071
- Cash Grants from Other Governments:	$ 10,000	$ 38,000	$ 48,000
- Admissions, Programs, and Store Sales	$ 11,949	$ 106,063	$ 118,012
Subtotal:	$ 183,524	$ 604,236	$ 787,760
Total Net Revenues:	**$ 433,524**	**$ 644,236**	**$ 1,077,760**
Operating Costs:	$ 137,078	$ 262,908	$ 399,986
Investments and Promotion:			
Research and Seminars:	$ 22,900	$ 51,846	$ 74,746
Preservation: (Exhibits)	$ 40,224	$ 183,940	$ 224,164
Building Improvements and Maintenance:		$ 100,814	$ 100,814
Promotion:	$ 29,369	$ 101,233	$ 130,602
Total Net Investments:	**$ 92,493**	**$ 437,833**	**$ 530,326**

Extend your support of this project :

- Grant our use of the County building for two additional years.
- Fund the lease of adjacent parking lot for public use.
- Perform capital maintenance and repairs, as required.

SANTA ELENA
FOUNDATION

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FOUNDATION

Board of Directors:
COL US Army (RET) Chistopher Allen
Dr. Andrew J. Beall, Chairman
Greg Dyson
Lieutenant General Jack Klimp, U.S. Marine Corps (Ret.)
Dr. Martha Moriarty, Associate Vice Chancellor at USC Beaufort
Lieutenant General Garry L. Parks, U.S. Marine Corps (Ret.)
Professor Larry Rowland
Stu Rodman, Beaufort County Commissioner
Richard Thomas
Megan T. Meyer, Executive Director

RECEIVED
SEP 28 2017
Beaufort County Staff Attorney

Mr. Josh Gruber
Interim County Administrator
Beaufort County
PO Box 1228
Beaufort, South Carolina 29901

Re: Requested Lease extension for 1501 Bay Street and the Dowling Family Lot

Dear Mr. Gruber:

The former "Federal Courthouse Building" and the parking lot across North Street were made available to the Santa Elena Foundation on October 1, 2015. The Foundation opened the Santa Elena History Center to the public for special programs a month later. With the assistance of Beaufort County and many other supporters, the Santa Elena Foundation opened an exciting new exhibit interpreting the history of Beaufort County in the 16th Century.

Today the building and grounds have been transformed into a vibrant center of activity. Regular educational lectures and programs are offered to the public and sponsored by the History Center, where is also housed a new branch location of the Hilton Head Island Heritage Library. Since opening in November 2015, the Foundation organized port calls by the Spanish vessel EL GALEON in April 2016 (attracting 7400 visitors during the 8-day port call) and the Nina and Pinta this summer (attracting 4,000 visitors across a long weekend). Since opening the History Center in the Beaufort County owned building on Bay Street, the Foundation has engaged 25,000 visitors for programs, lectures, museum tours, visitor center assistance, and port calls by historic replica vessels.

To build on the demonstrated success of the project, the Santa Elena Foundation requests an extension of the lease agreement as follows:

1. Extend the Lease Agreement as amended through September 30, 2020 which would be the end of the fifth year of occupancy and include the 450th Anniversary Celebration of the first Settlement in 1569.
2. Provide Accommodations Tax Funding equaling the cost of the ground lease for the Dowling Family lot to coincide with the requested extension.
3. Modify the maintenance provision such that the County assumes responsibility for scheduled and capital maintenance.

SANTA ELENA
FOUNDATION

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Greg Dyson
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Dr. Martha Moriarty, Associate Vice Chancellor at USC Beaufort
Lieutenant General Garry L. Parks, U.S. Marine Corps (Ret.)
Professor Larry Rowland
Stu Rodman, Beaufort County Commissioner
Richard Thomas
Megan T. Meyer, Executive Director

The volunteers, staff, Board members, and community stakeholders of the Santa Elena Foundation thank Beaufort County for assistance with this worthy and productive public-private partnership. Support by Beaufort County aids efforts to share with the public unknown parts of our local history and attract visitors seeking authentic cultural and history experiences.

Thank you for considering this request.

Sincerely,

Dr. Andrew J. Beall
Chairman, Santa Elena Foundation

PO Box 1005 · Beaufort, South Carolina 29901 · www.Santa-Elena.org

Santa Elena Foundation is a registered non-profit 501(c)(3) charitable organization

STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF BEAUFORT	)	
	)	
COUNTY OF BEAUFORT,	)	
	)	REAL ESTATE TRIPLE NET LEASE
Landlord,	)	1501 BAY STREET
	)	BEAUFORT, SOUTH CAROLINA 29902
and	)	
	)	
SANTA ELENA PROJECT FOUNDATION,	)	
	)	
Tenant.	)	

This LEASE AGREEMENT ("Lease") is made as of the 23 day of MARCH, 2015 between COUNTY OF BEAUFORT ("Landlord"), a body politic and political subdivision of the State of South Carolina, having its address at 100 Ribaut Road, Beaufort, South Carolina 29902, and SANTA ELENA PROJECT FOUNDATION ("Tenant"), a South Carolina eleemosynary corporation, having its address at P.O. Box 1005, Beaufort, South Carolina 29901.

ARTICLE 1
DESCRIPTION OF DEMISED PREMISES

1.1 Landlord hereby leases and lets to the Tenant and Tenant herby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, the entire building having an address at 1501 Bay Street, Beaufort, South Carolina 29902, consisting of approximately 12,394 total square feet (the "Demised Premises"), together with the exclusive right to park on the land and access across the land described in the Lease Agreement attached hereto as Exhibit A and incorporated herein by reference (the "Land").

1.2 Continued occupancy of the Demised Premises shall be deemed Tenant's acceptance of the Demised Premises in "as is" condition.

ARTICLE 2
TERM

2.1 The initial term of this Lease shall be for a period of three (3) years beginning on. July 1, 2015, the "Commencement Date" and, unless terminated or extended, shall end on three (3) years following the "Commencement Date"; provided, however, that if there is no continuing event of default hereunder by Tenant, that Landlord and Tenant may mutually agree to renew and extend this agreement for such additional periods as may be agreed to by the Parties.

2.2 Notwithstanding the proceeding, no sublessee or assignee of Tenant shall have the right to exercise any renewal option as provided herein. In the event Tenant exercises its right to extend the Lease term as specified above, the terms and conditions of this Lease shall remain in full force and effect.

ARTICLE 3
RENT

3.1. The Tenant's obligation to pay rent due hereunder shall commence on the Commencement Date. Base Rent payments shall be made monthly on the first of each month in advance, without demand, deduction or offset. In the event the Commencement Date is other than the first of the month, the rent payment for the fractional calendar month at the beginning or end of the Lease term shall be prorated.

3.2 The monthly Base Rent for the Term shall be one and 00/100 Dollar ($1.00). During the term of the Lease, the monthly Base Rent may be adjusted by Landlord as it deems prudent and appropriate provided that Landlord shall provide Tenant with written notice no less than one hundred-twenty (120) days in advance of any such Base Rent adjustment. However, the parties shall attempt in good faith to negotiate any such increase in Base Rent prior to its implementation.

3.3 Tenant shall pay all the real property taxes, assessments, stormwater fees and governmental charges of any kind or nature levied against the Demised Premises and the Land by any municipality, county or government agency (the "Taxes") that accrue on the Demised Premises and the Land. Such payment may be made by tenant directly to the Beaufort County Tax Collector. Real property taxes shall be prorated on a calendar year basis for any partial year of occupancy or ownership based upon the Commencement Date in the event that the Lease terminates or the Tenant purchases the building from Landlord. In the event the Tenant fails to pay the Taxes within thirty (30) days after a Tax Bill is issued, Landlord may elect to pay Taxes on Tenants behalf in which event the amount of such Taxes shall be owed by the Tenant to Landlord and shall be due upon demand.

3.4 Tenant shall be responsible for paying all personal property taxes accrued on any personal property owned by the Tenant.

3.5 Tenant shall procure general liability, fire and extended coverage insurance on the Demised Premises and Land and shall name Landlord as primary insured on the fire and extended coverage insurance. The requirements for coverage are more fully set forth in Section 11.1 of this Lease.

3.6 Tenant shall be responsible for all of the reasonable costs and expenses of the operation, repair and maintenance of the Demised Premises and the Land, its interior and exterior areas, including driveways and parking areas, reasonable costs of lawn maintenance, light maintenance, snow removal, cleaning of the exterior and interior of the Demised Premises, maintenance of all Demised Premises systems, including plumbing, mechanical, electrical and HVAC, and lighting, and all other operation, repair and maintenance not specifically referenced herein as the obligation of Landlord.

3.7 Tenant shall pay all charges for utility costs for the Demised Premises, including, but not limited to water, sewer, electricity, gas, telephone, storm sewer, cable and any other utility not supplied to the Demised Premises. Tenant shall be responsible for its own janitorial services and trash removal.

3.8 Tenant shall pay all charges, costs and fees associated with the lease of the parking lot adjacent to the Demised Premises as described in that certain Lease Agreement between Beaufort County and G.G. Dowling Family Partnership, LP., attached hereto as Exhibit A and incorporated herein by reference.

ARTICLE 4
PURCHASE OPTION

4.1 Tenant shall have the right to purchase from Landlord, and Landlord shall have the obligation to sell Tenant (the "Option"), the real property consisting of all that certain piece, parcel, or tract of land situate, lying and being in Beaufort County, South Carolina, together with all improvements consisting of the Demised Premises on such terms as may be more fully stated herein.

4.2 In the event that the Tenant exercises its Option to purchase the above described Property, the Landlord shall sell to Tenant and Tenant shall buy from Landlord the Property for a purchase price of Three Million, Five Hundred Thousand and No/100 Dollars ($3,500,000.00) (the "Purchase Price").

4.3 In the event that the Tenant exercises its Option under this Lease, Tenant hereby agrees to accept the purchase of the Demised Premises in an "as-is" condition with no warranty as to the condition of the Demised Premises, either express or implied.

4.4 The Option shall remain open and in effect from the commencement date of the Lease until such time as Landlord may notify Tenant in writing that the Option has been rescinded. The Tenant may exercise its option at any time during this period by providing written notice to the Landlord, either by regular U.S. Mail, facsimile, or electronic means, of its intent to acquire the Property under the terms expressed herein and as may be more fully developed in any subsequent purchase agreement.

4.5. If the Tenant timely exercises its Option, the parties shall enter into a purchase and sale agreement and the transaction contemplated by this Agreement shall be closed on or before thirty (30) days after the exercise of the Option, at a time and place mutually agreeable to the parties. The parties may arrange to close by mail. Landlord shall deliver to Tenant at closing a limited warranty deed for the Property, together with a bill of sale for any and all personal property appurtenant to the Property as well as affidavit attesting to the absence of any liens, boundary line disputes, or proceedings involving Landlord which may affect title to the Property.

4.6 As a condition of the purchase and sale agreement, Landlord agrees to assign and Tenant agrees to accept, all of the rights, responsibilities, and conditions under the certain Lease Agreement between Beaufort County and G.G. Dowling Family Partnership, LP., attached hereto as Exhibit A and incorporated herein by reference.

ARTICLE 5
REPAIR AND MAINTENANCE

5.1 Landlord may, but shall not be required to, maintain, repair and replace the roof, downspouts, gutters, foundations, exterior walls, structural or load-bearing walls of the Demised Premises and utility lines located outside the Demised Premises. However, Landlord shall take such actions as may be necessary so as to ensure that the exhibits and other contents that may be placed inside the Demised Premises shall not be harmed on the account of maintenance or repairs. Notwithstanding the preceding, Tenant shall repair, replace and pay for damage to the foregoing caused by the negligence of Tenant or Tenant's employees, agents or invitees, or caused by Tenant's default hereunder. Maintenance by Landlord of the exterior walls does not include windows, glass or plate

glass, doors or special entries, or other such items, which shall be maintained by Tenant. Tenant shall immediately give Landlord written notice of any defect or need for repairs, after which Landlord may, after having a reasonable opportunity to repair same, cure such defect.

5.2 Tenant shall be responsible for all maintenance and repair of the Demised Premises, except as specifically set forth in the preceding paragraph except as caused by any casualty covered by insurance on the Demised Premises. If Tenant fails to perform its repair and maintenance obligations, Landlord shall have the right to enter the Demised Premises to perform the obligations of Tenant and shall be entitled to reimbursement from Tenant of Landlord's actual costs in performing such obligations. Tenant shall reimburse such costs, as additional rent, upon demand.

ARTICLE 6
USE

6.1 Tenant shall have the right to use the Demised Premises for any lawful purpose. However, it is understood that it is the intention of the Tenant to install a series of exhibits and other associated improvements which shall convey information pertaining to the establishment of the Santa Elena settlement by Spanish explorers. Tenant shall at its own cost and expense, obtain the licenses and permits necessary for its use of the Demised Premises and shall comply with all laws, ordinances and regulations relating to the use of the Demised Premises. Tenant shall not receive, store, use or otherwise handle any product, material or merchandise which is explosive, flammable, combustible, corrosive, caustic or poisonous, other than items typically used in office machinery or for office cleaning purposes. Tenant will not use the Demised Premises for any purpose which would render insurance thereon void or the insurance risks more hazardous.

6.2 Landlord and its agent or representatives shall have the right to enter and inspect the Demised Premises: (1) at any time during business hours for the purpose of ascertaining the condition of the Demised Premises, or (2) in order to make repairs as may be permitted to be made by Landlord under this Lease, or (3) in the last six (6) months of the Lease term or any renewal term, to show the Demised Premises to any prospective purchaser or lender. Except in case of emergency or default, Landlord shall give Tenant reasonable notice of any entry and shall make all entry with minimal interference with Tenant's occupancy and use of the Demised Premises. In the event of an emergency, Landlord will provide notice to Tenant of the entry as soon as reasonably possible thereafter.

ARTICLE 7
ASSIGNMENT AND SUBLETTING

7.1 Tenant shall not sublet the Demised Premises or assign this lease without the prior written consent of Landlord. Landlord may withhold its consent for matters relating to the proposed use of the Demised Premises by the new tenant, its creditworthiness, willingness of the proposed new tenant to provide appropriate security deposits or guaranty in order to establish security for the tenant's obligation (such matters having been waived for Tenant), or for any other reason deemed appropriate by Landlord in considering whether Tenant shall have the right to assign or sublease the Demised Premises.

7.2 Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by an assignee or sublessee of Tenant and the performance of such act shall be deemed to be performance by the Tenant.

ARTICLE 8
LANDLORD'S REPRESENTATION AND WARRANTIES

8.1 Landlord represents and warrants to Tenant that:

(a) Landlord is the owner of the Property and Demised Premises and that title is marketable and, to Landlord's knowledge, title is not subject to any defects or encumbrances which would prohibit the intended use of purchase Option of the Demised Premises as contemplated by this Lease; Landlord has full right, power and authority to execute and deliver this Lease and purchase Option and to grant to Tenant the exclusive use and possession of the Demised Premises.

(b) Landlord has received no notice that the Property or the Demised Premises, or any portion thereof, is being condemned or taken by eminent domain or that such proceedings are contemplated by any lawful authority;

(c) There is available to the Demised Premises public water, gravity fed sanitary sewer, storm sewer, electricity and telephone service; and

(d) Landlord will provide peaceful and quiet enjoyment of the Demised Premises to Tenant and will not allow such peaceful and quiet enjoyment to be disrupted or interfered with by anyone claiming under Landlord.

ARTICLE 9
TENANT'S COVENANTS

9.1 Tenant covenants and agrees that it shall:

(a) Pay rent when due, provided that should Tenant fail to pay Rent upon its due date, Landlord shall give Tenant notice in writing to pay same and Tenant shall have fifteen (15) days after receipt of such notice to pay the Rent before Tenant shall be in default;

(b) Maintain the Demised Premises in a clean and good condition and return the Demised Premises to Landlord at the termination of this Lease with normal wear and tear excepted. Tenant shall not be obligated to make any repairs arising out of or in any way caused by (1) settling of the building in which the Demised Premises are located, or (2) defects in the Demised Premises as a result of the initial construction, including labor, workmanship, materials, fixtures or equipment, supplied or installed by or on behalf of Landlord, or (3) the negligence of Landlord, its agents or employees;

(c) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Demised Premises and all other provisions contained within this Lease Agreement; and

(d) Give Landlord reasonable notice of any accident, damage, destruction or occurrence affecting the Demised Premises.

ARTICLE 10
ARCHITECTURAL BARRIERS

10.1 Landlord represents that, to its actual knowledge, the Property and Demised Premises comply with all applicable state and federal laws, rules and regulations with respect to architectural barriers or design that would prohibit free and full access to and use of the Property and Demised Premises, or any part thereof by aged, disabled or physically handicapped persons.

ARTICLE 11
ADDITIONS, IMPROVEMENTS AND ALTERATIONS

11.1 Tenant may, with prior written consent of the Landlord, which shall not be unreasonably withheld, make nonstructural additions, improvements or alterations to the Demised Premises ("Alterations") at its sole cost and expense. Each such Alteration shall be completed in a good and workmanlike manner and in accordance with all applicable codes, rules and regulations.

11.2 Tenant agrees that all trade fixtures, signs, equipment, furniture or other personal property of whatever kind or nature kept or contained within the Demised Premises that is not utilized by Tenant shall be properly stored and cared for during Tenant's possession of the property. Such items shall not become the property of Tenant or a part of the realty no matter how affixed to the Demised Premises and shall be returned to their prior location and condition within the Demised Premises upon the expiration of this Lease Agreement.

ARTICLE 12
FIRE AND CASUALTY DAMAGE

12.1 Tenant agrees to acquire fire and hazard insurance coverage for the building in which the Demised Premises are located in such amounts as may be necessary to fully insure the Demised Premises, which at no time shall be less than the amount indicated as the purchase option price identified in Article 4 above. The policy shall name Landlord as the primary insured. The policy may be a part of a mast policy obtained by Tenant, but must provide that all casualty losses are paid to Landlord. Tenant shall provide to Landlord within five (5) days after the execution of this Lease a copy of the policy referenced herein.

12.2 If the Demised Premises should be damaged or destroyed by any peril covered by the insurance to be provided by Landlord under subparagraph 12.1 above, Tenant shall give immediate written notice thereof to Landlord.

12.3 If the Demised Premises should be totally destroyed or if damaged or destroyed in the final year of the Lease term, or if they should be so damaged thereby that rebuilding or repairs cannot in Landlord's estimation, be completed within one hundred twenty (120) days after the date upon which Landlord is notified by Tenant of such Damage, this Lease may be terminated by Landlord or Tenant, and the rent shall be abated during the unexpired portion of this Lease, effective upon the date of occurrence of such damage. Notice of intent to terminate must be delivered within twenty (20) days after Landlord gives Tenant written notice of its estimate of repair time. Landlord shall provide notice of estimated repair time within thirty (30) days after notice of the damage.

12.4 If the Demised Premises should be damaged but only to such extent that rebuilding or repairs can, in Landlord's estimation, be completed within one hundred twenty (120) days after the date upon which Landlord is notified by Tenant of such damage, and if such damage is not in the last year of the Lease term, this Lease shall not terminate, and Landlord shall, at is sole cost and expense, thereupon proceed with reasonable diligence to rebuild and repair the Demised Premises to substantially the same condition in which it existed prior to such damage, except that Landlord shall not be required to rebuild, repair, or replace any part of the additions or improvements which may have been placed in, on or about the Demised Premises by Tenant. If the Demised Premises are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be reduced or abated entirely to such extent as may be fair and reasonable under all of the circumstances. If any damage shall be caused by the Landlord, then the Landlord shall be responsible for repairs of such damage.

12.5 Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage covering the Demised Premises requires that the insurance proceeds be applied to such indebtedness, then Landlord shall have no obligation to repair or restore the Demised Premises and, upon written notice thereof delivered to Tenant, may terminate this Lease.

12.6 Landlord hereby waives and releases all rights of recovery which it might otherwise have against Tenant, its agents and employees, for loss or damage to Landlord's property under the provisions of this Lease to the extent the same are recoverable by Landlord's insurance, notwithstanding that such loss or damage may result from the negligence or fault of Tenant, its agents or employees. Policies required to be maintained by Landlord, or on Landlord's behalf hereunder, shall contain waivers of subrogation by the insurers against Tenant and endorsements authorizing Landlord and Tenant to execute mutual releases as between themselves. Tenant hereby waives and releases all rights of recovery which it might otherwise have against Landlord, its agents or employees, for loss or damage to the Tenant's contents furniture, furnishings, fixtures or other property removable by Tenant under the provisions of this Lease to the extent that the same are covered by Tenant's insurance, notwithstanding that such loss or damage may result from the negligence or fault of Landlord, its agents or employees. Policies required to be maintained by Tenant hereunder shall contain waivers of subrogation by the insurers against Landlord and endorsements authorizing Tenant and Landlord to execute mutual releases as between themselves.

12.7 The obligation of the Landlord in this Section 12 to repair and restore the Demised Premises and the building as herein provided, does not include an obligation of the Landlord to repair trade fixtures, equipment, or personal property of Tenant, which Tenant shall insure for its benefit.

12.8 The period of time within which repair and restoration of the Demised Premises must be completed shall be extended due to delays occasioned by force majeure. In the event of any termination pursuant to this Section 12, any rent paid for the period beyond the date of damage shall be returned to Tenant and the parties shall have no further rights or obligations hereunder.

ARTICLE 13
INSURANCE

13.1 The Tenant shall be responsible for obtaining and maintaining its own insurance coverage protecting it from loss, damage or injury by whatever means with respect to all furniture, fixtures, machinery, equipment, stock in trade, and all other items used or maintained by the Tenant in, on or about the Demised Premises.

13.2 At all times during the term of this Lease, Tenant shall keep in full force and effect a commercial general liability policy insuring against bodily injury, including death, or damage to tangible property in the amount of Three Hundred Thousand and No/100 Dollars ($300,000.00) per person arising from a single occurrence or Six Hundred Thousand and No/100 Dollars ($600,000.00) total sum per occurrence. Tenant shall furnish to Landlord a certificate of insurance evidencing coverage as set forth in this Section 13.2.

ARTICLE 14
CONDEMNATION

14.1 If the whole or any substantial portion of the Demised Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Demised Premises by Tenant for the purposes provided for herein, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of the Demised Property shall occur.

14.2 If the whole or any substantial portion of the Demised Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking would not prevent or materially interfere with the use of the Demised Premises by Tenant for the purposes provided for herein, this Lease shall not terminate, but the rent payable hereunder during the unexpired portion of this Lease shall be reduced in an amount that shall be reasonable under all the circumstances, effective when the physical taking of the Demised Property shall occur.

14.3 In the event of any such taking or purchase in lieu thereof, Landlord shall be entitled to receive and retain all awards as may be provided in any condemnation proceedings other than those specifically awarded Tenant for a taking of Tenant's personal property, loss of use, or loss of business and moving expenses.

ARTICLE 15
EXEMPTIONS

15.1 Landlord and Tenant agree that Tenant shall be specifically exempt from the payment of, furnishing or providing to Landlord of any of the following:

(a) Security deposits for rent or other damages to be paid by the Tenant pursuant to this Lease or for service or items supplied to Tenant by Landlord; and

ARTICLE 16
SUBORDINATION, NON-DISTURBANCE AND ESTOPPEL

16.1 Tenant accepts this Lease subject and subordinate to any mortgage(s) now or at any time hereafter constituting a lien or charge upon the Demised Premises or the Property; provided, however, that if the mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interests in this Lease superior to any such instrument, then by notice to Tenant from such mortgagee, trustee or holder, this Lease shall be deemed superior to such lien, whether this Lease was executed before or after said mortgage or deed of trust. Tenant shall at any time hereafter or upon demand execute and provide Landlord within ten (10) days of a request therefore, any instruments, releases or other documents which may be required by any mortgagee or trustee for the purpose of further subjecting and subordinating this Lease to the lien of any such mortgage. In the event Landlord's interest in the Demised Premises passes to a successor by sale, lease, foreclosure, or in any other manner, Tenant and Landlord and the Landlord's successor shall be bound to all of the terms of this Lease for the balance of the term with the same force and effect as if the successor were the Landlord under the Lease. Tenant is deemed to treat the successor as its Landlord and no further documents shall be required to effectuate this attornment. Tenant agrees that, if Landlord's successor requires additional documentation, Tenant will execute same.

16.2 Any mortgage which may now or hereafter affect the Land, the building, the Demised Premises, or the Property, or any part thereof, and any renewals, modifications, consolidations, replacements or extensions thereof shall provide that so long as there shall be no continuing event of default by Tenant hereunder, the leasehold estate of Tenant created hereby and Tenant's peaceful and quiet possession of the Demised Premises shall not be undisturbed by any foreclosure of such mortgage.

16.3 Within ten (10) business days of any request, Tenant agrees to execute and estoppels certificate setting forth such facts with respect to its date of occupancy, the Lease term, the amount of rent due, and date to which rent is payable, whether or not Tenant has any defense or offsets to the enforcement of the lease, its knowledge of any default or breach by Landlord, and whether or not this Lease is in full force and effect, inclusive of all modifications and/or amendments.

ARTICLE 17
MECHANIC'S LIENS

17.1 Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Demised Premises or to change the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish material or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only to the leasehold interest granted by Tenant by the instrument. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due by it on account of any labor performed or materials furnished in connection with any work performed on the Demised Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Demised Premises.

ARTICLE 18
NOTICES

18.1 Unless as otherwise provided herein, all notices, demand, requests, consents, approvals, offers, statements, and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered or when mailed by certified or registered mail, return receipt requested, or by Federal Express, or other nationally recognized overnight courier services, charges prepaid, or by facsimile addressed as follows:

AS TO LANDLORD:

Mr. Gary Kubic
Beaufort County Administrator
P.O. Box 1228
Beaufort, SC 29901-1228
Facsimile: 843-255-9414

AS TO TENANT:

SANTA ELENA FOUNDATION
P.O. BOX 1005
BEAUFORT, SC 29901

_____
_____
_____

With copy to:

_____
_____
_____
_____
_____
_____

ARTICLE 19
AMENDMENTS

19.1 This Lease may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement is sought.

ARTICLE 20
HOLDOVER

20.1 In the event Tenant shall remain in the Demised Premises after the Term has expired or been terminated, Tenant shall be deemed a tenant from month to month and Tenant shall continue to pay rent at as may be agreed to between the parties provided that such month-to-month tenancy may be terminated on thirty (30) days written notice. No holdover by Tenant shall operate to extend this Lease, except as expressly provided.

ARTICLE 21
RIGHT OF FIRST REFUSAL

21.1 Landlord does hereby grant to Tenant a Right of First Refusal on the Demised Premises for as long as this Lease is in effect. Tenant shall have fifteen (15) days from the date of its receipt of Landlord's notice of an offer to purchase the facility and may agree to purchase the Property under the same terms and conditions offered by the third party to the Landlord. If Tenant fails to deliver written acceptance of the right to purchase as provided herein within the fifteen (15) day period, then Tenant shall be deemed to have waived its rights and Landlord may proceed to sell the property pursuant to the third-party offer.

ARTICLE 22
EVENTS OF DEFAULT

22.1 The following events shall be deemed events of default by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of any Base Rent or any additional rent herein reserved, or payment with respect to taxes or insurance hereunder, or any other payment or reimbursement to Landlord required herein, within fifteen (15) days after receipt of written notice from Landlord for failure to pay such Rent.

(b) Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(c) Tenant shall file a petition under any section or chapter of the Bankruptcy Reform Act, as amended or under any similar law or statute of the United States of any state thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.

(d) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

(e) Tenant shall fail to yield up immediate possession of the Demised premises to Landlord upon termination of this Lease.

(f) Tenant shall fail to comply with any term, provision or covenant of this Lease (other than provisions of subparagraphs (a), (b), (c), (d) and (e) of this Paragraph 22) and shall not cure such failure within thirty (30) days after written notice thereof to Tenant.

ARTICLE 23
REMEDIES

23.1 Upon the occurrence of any event of default as stated in Article 22 hereof, Landlord shall have the option to pursue any remedy at law or in equity, including, but not limited to, termination of this Lease, pursue legal means of entering upon and taking possession of the Demised Premises and evicting Tenant, accelerate and demand payment of all Base Rent, additional rent, and other charges due and payable hereunder over the term of this Lease. Landlord shall, however, have a duty to mitigate its damages and shall make every reasonable effort to relet the Demised Premises.

23.2 Tenant shall reimburse Landlord for any and all loses, fees, costs, expenses (including legal expenses or reasonable attorney's fees), and damages suffered by Landlord by reason of Landlord's reentry, removal and storage of Tenant's property.

23.3 Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed as a waiver of such default or Landlord's right to enforce any such remedies with respect to such default or any subsequent default.

ARTICLE 24
EVENT OF DEFAULT BY LANDLORD

24.1 In the event of default by Landlord, Tenant shall have the option to any and all remedies available to it both legal and equitable. Landlord shall be responsible for all costs incurred by Tenant related to Landlord's breach of this Lease and/or Tenant's enforcement of this Lease including but not limited to all costs and attorney's fees.

ARTICLE 25
MISCELLANEOUS

25.1 All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this Lease shall survive the expiration or early termination of the Lease, including, without limitation all payment obligations concerning the condition of the Demised Premises. Upon expiration or earlier termination of the term hereof, and prior to Tenant's vacating the Demised Premises, Tenant shall restore the Demised Premises, including, without limitation, all heating and air conditioning systems and equipment therein, to the condition of the commencement date of this Lease, subject to normal wear and tear. In the event Tenant fails to do so, Landlord may complete such

restoration and Tenant shall pay to Landlord upon demand all amounts incurred in the restoration of the Demised Premises. Tenant shall also, upon vacating the Demised Premises, shall pay to Landlord the prorated amount of Tenant's obligations hereunder for real estate taxes and insurance premiums for the year in which the Lease expires or terminates. All such amounts shall be used and held by Landlord for payment of such obligations of Tenant hereunder, with any excess to be returned to Tenant after all such obligations have been determined and satisfied, as the case may be.

25.2 In the event of a transfer by Landlord of its interests in the Demised Premises, Landlord shall be release from all obligations and liabilities under the terms of this Lease that accrue subsequent to transfer.

25.3 If any clause or provision of this Lease is illegal, invalid, or otherwise unenforceable under present or future laws effective during the term of this Lease, then in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it also is the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as part of this Lease contract a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

25.4 Landlord shall not be in default in the performance of its obligations hereunder unless and until Landlord shall have failed to perform such duties or obligations within thirty (30) days after receipt of written notice by Tenant to Landlord and to any mortgagee with a lien on the land or the building in which the Demised Premises are located, provided Tenant has been notified in writing of the name and address of such mortgagee. Notices to Landlord and its mortgagee may be given and cure period may run concurrently. All such notices must specify the specific nature of any failure to perform. Time is of the essence of this Lease.

25.5 Landlord and Tenant shall not be in default in the performance of any of their obligations hereunder unless and until either party shall have failed to perform such duties or obligations within thirty (30) days after written notice. Properly specifying wherein the defaulting party has failed to perform any such duty or obligation.

25.6 This Lease may not be recorded. Upon request and at the expense of Tenant, Landlord shall execute a memorandum of this Lease suitable for recording which shall omit the financial terms herein but which shall indentify the Demised Premises, "The Land" and the term of this Lease and shall contain such other information as required by law to constitute sufficient notice of this Lease. Upon the expiration of this Lease, a recorded memorandum of this Lease may be canceled of record by a document executed by Landlord, or its successors in interest for such purpose.

25.7 The parties agree that any dispute arising out of this agreement will be subject to the jurisdiction of the Court of Common Pleas of the State of South Carolina, County of Beaufort, and all provisions of this agreement will be interpreted in accordance with the laws of the State of South Carolina.

SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

WITNESS:

Cheryl Harris

Shelley Beard

LANDLORD:

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____

Name: Gary Kubic

Its: County Administrator

[Probate appears on following page]

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

Personally appeared before me Gary Kubic who being duly sworn, states that s/he, saw the within named Cindy Kubic, sign, seal and as his act and deed, execute this written instrument; and that s/he with Cheryl Harris (L.S.) witnessed the execution thereof.

SWORN to before me this 30th day of March, 2015.

Signature of Witness

Notary Public for South Carolina

My commission expires: June 14. 2015

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

Personally appeared before me ANDREW J. BEALL who being duly sworn, states that s/he, saw the within named ANDREW J. BEALL, sign, seal and as his act and deed, execute this written instrument; and that s/he with CONSTANCE VALMONT (L.S.) witnessed the execution thereof.

SWORN to before me this 23 day of MARCH, 2015

Signature of Witness

Notary Public for South Carolina

My commission expires: 5/27/2019

WITNESS:

Constance Valmont

SANTA ELENA PROJECT FOUNDATION
TENANT:

By:
Name: ANDREW J. BEALL
Its: EXECUTIVE DIRECTOR

[Probate appears on following page]

COUNTY COUNCIL OF BEAUFORT COUNTY
OFFICE OF THE COUNTY ADMINISTRATOR

GARY KUBIC
COUNTY ADMINISTRATOR

CHERYL HARRIS
EXECUTIVE ASSISTANT

ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2026
FAX: (843) 255-9403
www.bcgov.net

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR/
SPECIAL COUNSEL

THOMAS J. KEAVENY, II
COUNTY ATTORNEY

March 8, 2016

Andrew J. Beall, PhD.
Executive Director
Santa Elena Foundation
1501 Bay Street
Beaufort, SC 29902

Re: Real Estate Triple Net Lease
1501 Bay Street, Beaufort, SC
Addendum No. 1

Dear Dr. Beall:

Enclosed please find a fully executed copy of Addendum No. 1 to the Triple Net Lease for 1501 Bay Street. I forward this copy for your records. If you have any questions please do not hesitate to call me.

With kind regards, I am

Very truly ~~yours~~,

Tom

Thomas J. Keaveny, II

Enclosures

cc: Mr. Gary Kubic (w/ enc.)

STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF BEAUFORT	)	
	)	
COUNTY OF BEAUFORT,	)	
	)	**REAL ESTATE TRIPLE NET LEASE**
Landlord,	)	**1501 BAY STREET**
	)	**BEAUFORT, SOUTH CAROLINA 29902**
	)	
and	)	**ADDENDUM NO: 1**
	)	
SANTA ELENA PROJECT FOUNDATION,	)	
	)	
Tenant.	)	

On or about March 23, 2015 the parties COUNTY OF BEAUFORT ("Landlord"), a body politic and political subdivision of the State of South Carolina, having its address at 100 Ribaut Road, Beaufort, South Carolina 29902, and SANTA ELENA PROJECT FOUNDATION ("Tenant"), a South Carolina eleemosynary corporation, entered into that certain Lease Agreement (attached hereto as Exhibit A) ("Lease") for a building having an address at 1501 Bay Street, Beaufort, South Carolina 29902 consisting of approximately 12,394 total square feet ("Building") and the exclusive right to park on land adjacent to the Building, said property owned by G.G. Dowling Family Partnership, LP .

Paragraph 19.1 of the Lease provides it may be amended in writing, signed by the parties. The parties wish to amend the Lease to: (1) allow the County to insure Building (structure only); (2) require Tenant to repay County for expenses it incurs in procuring insurance coverage on the Building (structure only); and (3) to establish a timetable for Tenant to repay County for funds it has paid to lease the adjoining parking lot to date.

Paragraph 3.5 of the Lease requires Tenant to procure general liability insurance, fire insurance and extended coverage on the Building and to identify Landlord as primary insured on such policies of insurance. The parties hereby amend the Agreement to provide that County will procure insurance on the Building (structure only) and Tenant will repay County for these expenses. Tenant agrees to repay County these expenses within 30 days of receiving a request from the County to do so.

Paragraph 3.8 of Lease provides Tenant shall pay all charges, costs and fees associated with the lease of a parking lot adjacent to the Demised Premises as described in that certain Lease Agreement between Beaufort County and G.G. Dowling Family Partnership, LP (copy attached thereto). The parties do not intend to alter, modify or amend the provisions of said paragraph or the obligations of the Tenant to comply with the terms of the Leases. However, prior to the date of this Addendum, the County paid $36,000 to rent the adjoining parking lot for the period October 2015 to June 2016. The parties hereby agree tenant will repay County the $36,000 (without interest) in consecutive quarterly installments of $6,000 each beginning October 15, 2016 and continuing each quarter thereafter until paid in full. This is in addition to the lease payment Tenant is required to make to the G.G. Dowling Family Partnership, LLC annually beginning July 1, 2017.

The parties agree all provisions of the Agreement dated March 23, 2015, other than those provisions which are specifically identified above and amended as herein provided, remain in full force

WITNESS:

Thomas J. Keaveny

Allison C. Coppage

Date March 8, 2016

Beaufort, SC

TENANT:

SANTA ELENA PROJECT FOUNDATION

By: [signature]

Name: ANDREW J. BEALL

Its: PRESIDENT

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

Personally appeared before me Thomas J. Keaveny who being duly sworn, states that s/he, saw the within named Andrew J. Beall, sign, seal and as his act and deed, execute this written instrument; and that s/he with allison C. Coppage (L.S.) witnessed the execution thereof.

SWORN to before me this 8th day of March, 2016.

Kathy L. Carter

Notary Public for South Carolina

My commission expires: My Commission expires July 20th, 2017

TKK

and effect without amendment, modification or change.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

WITNESS:

Thomas J. Kearney

Allison C. Coppage

Date March 8, 2016

Beaufort, SC

LANDLORD:

COUNTY OF BEAUFORT

By: _____

Name: Joshua A. Gruber

Its: Deputy County Administrator

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

Personally appeared before me Thomas J. Kearney II who being duly sworn, states that s/he, saw the within named Joshua A. Gruber, sign, seal and as his act and deed, execute this written instrument; and that s/he with _____ (L.S.) witnessed the execution thereof.

SWORN to before me this 8th day of March, 2016.

Kathy L. Carter

Notary Public for South Carolina

My commission expires: My Commission expires July 20th, 2017

STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF BEAUFORT	)	
	)	
COUNTY OF BEAUFORT,	)	
	)	REAL ESTATE TRIPLE NET LEASE
Landlord,	)	1501 BAY STREET
	)	BEAUFORT, SOUTH CAROLINA 29902
and	)	
	)	
SANTA ELENA PROJECT FOUNDATION,	)	
	)	
Tenant.	)	

This LEASE AGREEMENT ("Lease") is made as of the 23 day of MARCH, 2015 between COUNTY OF BEAUFORT ("Landlord"), a body politic and political subdivision of the State of South Carolina, having its address at 100 Ribaut Road, Beaufort, South Carolina 29902, and SANTA ELENA PROJECT FOUNDATION ("Tenant"), a South Carolina eleemosynary corporation, having its address at P.O. Box 1005, Beaufort, South Carolina 29901.

ARTICLE 1
DESCRIPTION OF DEMISED PREMISES

1.1 Landlord hereby leases and lets to the Tenant and Tenant herby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, the entire building having an address at 1501 Bay Street, Beaufort, South Carolina 29902, consisting of approximately 12,394 total square feet (the "Demised Premises"), together with the exclusive right to park on the land and access across the land described in the Lease Agreement attached hereto as Exhibit A and incorporated herein by reference (the "Land").

1.2 Continued occupancy of the Demised Premises shall be deemed Tenant's acceptance of the Demised Premises in "as is" condition.

ARTICLE 2
TERM

2.1 The initial term of this Lease shall be for a period of three (3) years beginning on. July 1, 2015, the "Commencement Date" and, unless terminated or extended, shall end on three (3) years following the "Commencement Date"; provided, however, that if there is no continuing event of default hereunder by Tenant, that Landlord and Tenant may mutually agree to renew and extend this agreement for such additional periods as may be agreed to by the Parties.

2.2 Notwithstanding the proceeding, no sublessee or assignee of Tenant shall have the right to exercise any renewal option as provided herein. In the event Tenant exercises its right to extend the Lease term as specified above, the terms and conditions of this Lease shall remain in full force and effect.

EXHIBIT "A"

ARTICLE 3
RENT

3.1. The Tenant's obligation to pay rent due hereunder shall commence on the Commencement Date. Base Rent payments shall be made monthly on the first of each month in advance, without demand, deduction or offset. In the event the Commencement Date is other than the first of the month, the rent payment for the fractional calendar month at the beginning or end of the Lease term shall be prorated.

3.2 The monthly Base Rent for the Term shall be one and 00/100 Dollar ($1.00). During the term of the Lease, the monthly Base Rent may be adjusted by Landlord as it deems prudent and appropriate provided that Landlord shall provide Tenant with written notice no less than one hundred-twenty (120) days in advance of any such Base Rent adjustment. However, the parties shall attempt in good faith to negotiate any such increase in Base Rent prior to its implementation.

3.3 Tenant shall pay all the real property taxes, assessments, stormwater fees and governmental charges of any kind or nature levied against the Demised Premises and the Land by any municipality, county or government agency (the "Taxes") that accrue on the Demised Premises and the Land. Such payment may be made by tenant directly to the Beaufort County Tax Collector. Real property taxes shall be prorated on a calendar year basis for any partial year of occupancy or ownership based upon the Commencement Date in the event that the Lease terminates or the Tenant purchases the building from Landlord. In the event the Tenant fails to pay the Taxes within thirty (30) days after a Tax Bill is issued, Landlord may elect to pay Taxes on Tenants behalf in which event the amount of such Taxes shall be owed by the Tenant to Landlord and shall be due upon demand.

3.4 Tenant shall be responsible for paying all personal property taxes accrued on any personal property owned by the Tenant.

3.5 Tenant shall procure general liability, fire and extended coverage insurance on the Demised Premises and Land and shall name Landlord as primary insured on the fire and extended coverage insurance. The requirements for coverage are more fully set forth in Section 11.1 of this Lease.

3.6 Tenant shall be responsible for all of the reasonable costs and expenses of the operation, repair and maintenance of the Demised Premises and the Land, its interior and exterior areas, including driveways and parking areas, reasonable costs of lawn maintenance, light maintenance, snow removal, cleaning of the exterior and interior of the Demised Premises, maintenance of all Demised Premises systems, including plumbing, mechanical, electrical and HVAC, and lighting, and all other operation, repair and maintenance not specifically referenced herein as the obligation of Landlord.

3.7 Tenant shall pay all charges for utility costs for the Demised Premises, including, but not limited to water, sewer, electricity, gas, telephone, storm sewer, cable and any other utility not supplied to the Demised Premises. Tenant shall be responsible for its own janitorial services and trash removal.

3.8 Tenant shall pay all charges, costs and fees associated with the lease of the parking lot adjacent to the Demised Premises as described in that certain Lease Agreement between Beaufort County and G.G. Dowling Family Partnership, LP., attached hereto as Exhibit A and incorporated herein by reference.

ARTICLE 4
PURCHASE OPTION

4.1 Tenant shall have the right to purchase from Landlord, and Landlord shall have the obligation to sell Tenant (the "Option"), the real property consisting of all that certain piece, parcel, or tract of land situate, lying and being in Beaufort County, South Carolina, together with all improvements consisting of the Demised Premises on such terms as may be more fully stated herein.

4.2 In the event that the Tenant exercises its Option to purchase the above described Property, the Landlord shall sell to Tenant and Tenant shall buy from Landlord the Property for a purchase price of Three Million, Five Hundred Thousand and No/100 Dollars ($3,500,000.00) (the "Purchase Price").

4.3 In the event that the Tenant exercises its Option under this Lease, Tenant hereby agrees to accept the purchase of the Demised Premises in an "as-is" condition with no warranty as to the condition of the Demised Premises, either express or implied.

4.4 The Option shall remain open and in effect from the commencement date of the Lease until such time as Landlord may notify Tenant in writing that the Option has been rescinded. The Tenant may exercise its option at any time during this period by providing written notice to the Landlord, either by regular U.S. Mail, facsimile, or electronic means, of its intent to acquire the Property under the terms expressed herein and as may be more fully developed in any subsequent purchase agreement.

4.5. If the Tenant timely exercises its Option, the parties shall enter into a purchase and sale agreement and the transaction contemplated by this Agreement shall be closed on or before thirty (30) days after the exercise of the Option, at a time and place mutually agreeable to the parties. The parties may arrange to close by mail. Landlord shall deliver to Tenant at closing a limited warranty deed for the Property, together with a bill of sale for any and all personal property appurtenant to the Property as well as affidavit attesting to the absence of any liens, boundary line disputes, or proceedings involving Landlord which may affect title to the Property.

4.6 As a condition of the purchase and sale agreement, Landlord agrees to assign and Tenant agrees to accept, all of the rights, responsibilities, and conditions under the certain Lease Agreement between Beaufort County and G.G. Dowling Family Partnership, LP., attached hereto as Exhibit A and incorporated herein by reference.

ARTICLE 5
REPAIR AND MAINTENANCE

5.1 Landlord may, but shall not be required to, maintain, repair and replace the roof, downspouts, gutters, foundations, exterior walls, structural or load-bearing walls of the Demised Premises and utility lines located outside the Demised Premises. However, Landlord shall take such actions as may be necessary so as to ensure that the exhibits and other contents that may be placed inside the Demised Premises shall not be harmed on the account of maintenance or repairs. Notwithstanding the preceding, Tenant shall repair, replace and pay for damage to the foregoing caused by the negligence of Tenant or Tenant's employees, agents or invitees, or caused by Tenant's default hereunder. Maintenance by Landlord of the exterior walls does not include windows, glass or plate

glass, doors or special entries, or other such items, which shall be maintained by Tenant. Tenant shall immediately give Landlord written notice of any defect or need for repairs, after which Landlord may, after having a reasonable opportunity to repair same, cure such defect.

5.2 Tenant shall be responsible for all maintenance and repair of the Demised Premises, except as specifically set forth in the preceding paragraph except as caused by any casualty covered by insurance on the Demised Premises. If Tenant fails to perform its repair and maintenance obligations, Landlord shall have the right to enter the Demised Premises to perform the obligations of Tenant and shall be entitled to reimbursement from Tenant of Landlord's actual costs in performing such obligations. Tenant shall reimburse such costs, as additional rent, upon demand.

ARTICLE 6
USE

6.1 Tenant shall have the right to use the Demised Premises for any lawful purpose. However, it is understood that it is the intention of the Tenant to install a series of exhibits and other associated improvements which shall convey information pertaining to the establishment of the Santa Elena settlement by Spanish explorers. Tenant shall at its own cost and expense, obtain the licenses and permits necessary for its use of the Demised Premises and shall comply with all laws, ordinances and regulations relating to the use of the Demised Premises. Tenant shall not receive, store, use or otherwise handle any product, material or merchandise which is explosive, flammable, combustible, corrosive, caustic or poisonous, other than items typically used in office machinery or for office cleaning purposes. Tenant will not use the Demised Premises for any purpose which would render insurance thereon void or the insurance risks more hazardous.

6.2 Landlord and its agent or representatives shall have the right to enter and inspect the Demised Premises: (1) at any time during business hours for the purpose of ascertaining the condition of the Demised Premises, or (2) in order to make repairs as may be permitted to be made by Landlord under this Lease, or (3) in the last six (6) months of the Lease term or any renewal term, to show the Demised Premises to any prospective purchaser or lender. Except in case of emergency or default, Landlord shall give Tenant reasonable notice of any entry and shall make all entry with minimal interference with Tenant's occupancy and use of the Demised Premises. In the event of an emergency, Landlord will provide notice to Tenant of the entry as soon as reasonably possible thereafter.

ARTICLE 7
ASSIGNMENT AND SUBLETTING

7.1 Tenant shall not sublet the Demised Premises or assign this lease without the prior written consent of Landlord. Landlord may withhold its consent for matters relating to the proposed use of the Demised Premises by the new tenant, its creditworthiness, willingness of the proposed new tenant to provide appropriate security deposits or guaranty in order to establish security for the tenant's obligation (such matters having been waived for Tenant), or for any other reason deemed appropriate by Landlord in considering whether Tenant shall have the right to assign or sublease the Demised Premises.

7.2 Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by an assignee or sublessee of Tenant and the performance of such act shall be deemed to be performance by the Tenant.

ARTICLE 8
LANDLORD'S REPRESENTATION AND WARRANTIES

8.1 Landlord represents and warrants to Tenant that:

(a) Landlord is the owner of the Property and Demised Premises and that title is marketable and, to Landlord's knowledge, title is not subject to any defects or encumbrances which would prohibit the intended use of purchase Option of the Demised Premises as contemplated by this Lease; Landlord has full right, power and authority to execute and deliver this Lease and purchase Option and to grant to Tenant the exclusive use and possession of the Demised Premises.

(b) Landlord has received no notice that the Property or the Demised Premises, or any portion thereof, is being condemned or taken by eminent domain or that such proceedings are contemplated by any lawful authority;

(c) There is available to the Demised Premises public water, gravity fed sanitary sewer, storm sewer, electricity and telephone service; and

(d) Landlord will provide peaceful and quiet enjoyment of the Demised Premises to Tenant and will not allow such peaceful and quiet enjoyment to be disrupted or interfered with by anyone claiming under Landlord.

ARTICLE 9
TENANT'S COVENANTS

9.1 Tenant covenants and agrees that it shall:

(a) Pay rent when due, provided that should Tenant fail to pay Rent upon its due date, Landlord shall give Tenant notice in writing to pay same and Tenant shall have fifteen (15) days after receipt of such notice to pay the Rent before Tenant shall be in default;

(b) Maintain the Demised Premises in a clean and good condition and return the Demised Premises to Landlord at the termination of this Lease with normal wear and tear excepted. Tenant shall not be obligated to make any repairs arising out of or in any way caused by (1) settling of the building in which the Demised Premises are located, or (2) defects in the Demised Premises as a result of the initial construction, including labor, workmanship, materials, fixtures or equipment, supplied or installed by or on behalf of Landlord, or (3) the negligence of Landlord, its agents or employees;

(c) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Demised Premises and all other provisions contained within this Lease Agreement; and

(d) Give Landlord reasonable notice of any accident, damage, destruction or occurrence affecting the Demised Premises.

ARTICLE 10
ARCHITECTURAL BARRIERS

10.1 Landlord represents that, to its actual knowledge, the Property and Demised Premises comply with all applicable state and federal laws, rules and regulations with respect to architectural barriers or design that would prohibit free and full access to and use of the Property and Demised Premises, or any part thereof by aged, disabled or physically handicapped persons.

ARTICLE 11
ADDITIONS, IMPROVEMENTS AND ALTERATIONS

11.1 Tenant may, with prior written consent of the Landlord, which shall not be unreasonably withheld, make nonstructural additions, improvements or alterations to the Demised Premises ("Alterations") at its sole cost and expense. Each such Alteration shall be completed in a good and workmanlike manner and in accordance with all applicable codes, rules and regulations.

11.2 Tenant agrees that all trade fixtures, signs, equipment, furniture or other personal property of whatever kind or nature kept or contained within the Demised Premises that is not utilized by Tenant shall be properly stored and cared for during Tenant's possession of the property. Such items shall not become the property of Tenant or a part of the realty no matter how affixed to the Demised Premises and shall be returned to their prior location and condition within the Demised Premises upon the expiration of this Lease Agreement.

ARTICLE 12
FIRE AND CASUALTY DAMAGE

12.1 Tenant agrees to acquire fire and hazard insurance coverage for the building in which the Demised Premises are located in such amounts as may be necessary to fully insure the Demised Premises, which at no time shall be less than the amount indicated as the purchase option price identified in Article 4 above. The policy shall name Landlord as the primary insured. The policy may be a part of a mast policy obtained by Tenant, but must provide that all casualty losses are paid to Landlord. Tenant shall provide to Landlord within five (5) days after the execution of this Lease a copy of the policy referenced herein.

12.2 If the Demised Premises should be damaged or destroyed by any peril covered by the insurance to be provided by Landlord under subparagraph 12.1 above, Tenant shall give immediate written notice thereof to Landlord.

12.3 If the Demised Premises should be totally destroyed or if damaged or destroyed in the final year of the Lease term, or if they should be so damaged thereby that rebuilding or repairs cannot in Landlord's estimation, be completed within one hundred twenty (120) days after the date upon which Landlord is notified by Tenant of such Damage, this Lease may be terminated by Landlord or Tenant, and the rent shall be abated during the unexpired portion of this Lease, effective upon the date of occurrence of such damage. Notice of intent to terminate must be delivered within twenty (20) days after Landlord gives Tenant written notice of its estimate of repair time. Landlord shall provide notice of estimated repair time within thirty (30) days after notice of the damage.

12.4 If the Demised Premises should be damaged but only to such extent that rebuilding or repairs can, in Landlord's estimation, be completed within one hundred twenty (120) days after the date upon which Landlord is notified by Tenant of such damage, and if such damage is not in the last year of the Lease term, this Lease shall not terminate, and Landlord shall, at is sole cost and expense, thereupon proceed with reasonable diligence to rebuild and repair the Demised Premises to substantially the same condition in which it existed prior to such damage, except that Landlord shall not be required to rebuild, repair, or replace any part of the additions or improvements which may have been placed in, on or about the Demised Premises by Tenant. If the Demised Premises are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be reduced or abated entirely to such extent as may be fair and reasonable under all of the circumstances. If any damage shall be caused by the Landlord, then the Landlord shall be responsible for repairs of such damage.

12.5 Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage covering the Demised Premises requires that the insurance proceeds be applied to such indebtedness, then Landlord shall have no obligation to repair or restore the Demised Premises and, upon written notice thereof delivered to Tenant, may terminate this Lease.

12.6 Landlord hereby waives and releases all rights of recovery which it might otherwise have against Tenant, its agents and employees, for loss or damage to Landlord's property under the provisions of this Lease to the extent the same are recoverable by Landlord's insurance, notwithstanding that such loss or damage may result from the negligence or fault of Tenant, its agents or employees. Policies required to be maintained by Landlord, or on Landlord's behalf hereunder, shall contain waivers of subrogation by the insurers against Tenant and endorsements authorizing Landlord and Tenant to execute mutual releases as between themselves. Tenant hereby waives and releases all rights of recovery which it might otherwise have against Landlord, its agents or employees, for loss or damage to the Tenant's contents furniture, furnishings, fixtures or other property removable by Tenant under the provisions of this Lease to the extent that the same are covered by Tenant's insurance, notwithstanding that such loss or damage may result from the negligence or fault of Landlord, its agents or employees. Policies required to be maintained by Tenant hereunder shall contain waivers of subrogation by the insurers against Landlord and endorsements authorizing Tenant and Landlord to execute mutual releases as between themselves.

12.7 The obligation of the Landlord in this Section 12 to repair and restore the Demised Premises and the building as herein provided, does not include an obligation of the Landlord to repair trade fixtures, equipment, or personal property of Tenant, which Tenant shall insure for its benefit.

12.8 The period of time within which repair and restoration of the Demised Premises must be completed shall be extended due to delays occasioned by force majeure. In the event of any termination pursuant to this Section 12, any rent paid for the period beyond the date of damage shall be returned to Tenant and the parties shall have no further rights or obligations hereunder.

ARTICLE 13
INSURANCE

13.1 The Tenant shall be responsible for obtaining and maintaining its own insurance coverage protecting it from loss, damage or injury by whatever means with respect to all furniture, fixtures, machinery, equipment, stock in trade, and all other items used or maintained by the Tenant in, on or about the Demised Premises.

13.2 At all times during the term of this Lease, Tenant shall keep in full force and effect a commercial general liability policy insuring against bodily injury, including death, or damage to tangible property in the amount of Three Hundred Thousand and No/100 Dollars ($300,000.00) per person arising from a single occurrence or Six Hundred Thousand and No/100 Dollars ($600,000.00) total sum per occurrence. Tenant shall furnish to Landlord a certificate of insurance evidencing coverage as set forth in this Section 13.2.

ARTICLE 14
CONDEMNATION

14.1 If the whole or any substantial portion of the Demised Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Demised Premises by Tenant for the purposes provided for herein, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of the Demised Property shall occur.

14.2 If the whole or any substantial portion of the Demised Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking would not prevent or materially interfere with the use of the Demised Premises by Tenant for the purposes provided for herein, this Lease shall not terminate, but the rent payable hereunder during the unexpired portion of this Lease shall be reduced in an amount that shall be reasonable under all the circumstances, effective when the physical taking of the Demised Property shall occur.

14.3 In the event of any such taking or purchase in lieu thereof, Landlord shall be entitled to receive and retain all awards as may be provided in any condemnation proceedings other than those specifically awarded Tenant for a taking of Tenant's personal property, loss of use, or loss of business and moving expenses.

ARTICLE 15
EXEMPTIONS

15.1 Landlord and Tenant agree that Tenant shall be specifically exempt from the payment of, furnishing or providing to Landlord of any of the following:

(a) Security deposits for rent or other damages to be paid by the Tenant pursuant to this Lease or for service or items supplied to Tenant by Landlord; and

ARTICLE 16
SUBORDINATION, NON-DISTURBANCE AND ESTOPPEL

16.1 Tenant accepts this Lease subject and subordinate to any mortgage(s) now or at any time hereafter constituting a lien or charge upon the Demised Premises or the Property; provided, however, that if the mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interests in this Lease superior to any such instrument, then by notice to Tenant from such mortgagee, trustee or holder, this Lease shall be deemed superior to such lien, whether this Lease was executed before or after said mortgage or deed of trust. Tenant shall at any time hereafter or upon demand execute and provide Landlord within ten (10) days of a request therefore, any instruments, releases or other documents which may be required by any mortgagee or trustee for the purpose of further subjecting and subordinating this Lease to the lien of any such mortgage. In the event Landlord's interest in the Demised Premises passes to a successor by sale, lease, foreclosure, or in any other manner, Tenant and Landlord and the Landlord's successor shall be bound to all of the terms of this Lease for the balance of the term with the same force and effect as if the successor were the Landlord under the Lease. Tenant is deemed to treat the successor as its Landlord and no further documents shall be required to effectuate this attornment. Tenant agrees that, if Landlord's successor requires additional documentation, Tenant will execute same.

16.2 Any mortgage which may now or hereafter affect the Land, the building, the Demised Premises, or the Property, or any part thereof, and any renewals, modifications, consolidations, replacements or extensions thereof shall provide that so long as there shall be no continuing event of default by Tenant hereunder, the leasehold estate of Tenant created hereby and Tenant's peaceful and quiet possession of the Demised Premises shall not be undisturbed by any foreclosure of such mortgage.

16.3 Within ten (10) business days of any request, Tenant agrees to execute and estoppels certificate setting forth such facts with respect to its date of occupancy, the Lease term, the amount of rent due, and date to which rent is payable, whether or not Tenant has any defense or offsets to the enforcement of the lease, its knowledge of any default or breach by Landlord, and whether or not this Lease is in full force and effect, inclusive of all modifications and/or amendments.

ARTICLE 17
MECHANIC'S LIENS

17.1 Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Demised Premises or to change the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish material or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only to the leasehold interest granted by Tenant by the instrument. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due by it on account of any labor performed or materials furnished in connection with any work performed on the Demised Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Demised Premises.

ARTICLE 18
NOTICES

18.1 Unless as otherwise provided herein, all notices, demand, requests, consents, approvals, offers, statements, and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered or when mailed by certified or registered mail, return receipt requested, or by Federal Express, or other nationally recognized overnight courier services, charges prepaid, or by facsimile addressed as follows:

AS TO LANDLORD:

Mr. Gary Kubic
Beaufort County Administrator
P.O. Box 1228
Beaufort, SC 29901-1228
Facsimile: 843-255-9414

AS TO TENANT:

SANTA ELENA FOUNDATION
P.O. BOX 1005
BEAUFORT, SC 29901

With copy to:

ARTICLE 19
AMENDMENTS

19.1 This Lease may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement is sought.

ARTICLE 20
HOLDOVER

20.1 In the event Tenant shall remain in the Demised Premises after the Term has expired or been terminated, Tenant shall be deemed a tenant from month to month and Tenant shall continue to pay rent at as may be agreed to between the parties provided that such month-to-month tenancy may be terminated on thirty (30) days written notice. No holdover by Tenant shall operate to extend this Lease, except as expressly provided.

ARTICLE 21
RIGHT OF FIRST REFUSAL

21.1 Landlord does hereby grant to Tenant a Right of First Refusal on the Demised Premises for as long as this Lease is in effect. Tenant shall have fifteen (15) days from the date of its receipt of Landlord's notice of an offer to purchase the facility and may agree to purchase the Property under the same terms and conditions offered by the third party to the Landlord. If Tenant fails to deliver written acceptance of the right to purchase as provided herein within the fifteen (15) day period, then Tenant shall be deemed to have waived its rights and Landlord may proceed to sell the property pursuant to the third-party offer.

ARTICLE 22
EVENTS OF DEFAULT

22.1 The following events shall be deemed events of default by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of any Base Rent or any additional rent herein reserved, or payment with respect to taxes or insurance hereunder, or any other payment or reimbursement to Landlord required herein, within fifteen (15) days after receipt of written notice from Landlord for failure to pay such Rent.

(b) Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(c) Tenant shall file a petition under any section or chapter of the Bankruptcy Reform Act, as amended or under any similar law or statute of the United States of any state thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.

(d) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

(e) Tenant shall fail to yield up immediate possession of the Demised premises to Landlord upon termination of this Lease.

(f) Tenant shall fail to comply with any term, provision or covenant of this Lease (other than provisions of subparagraphs (a), (b), (c), (d) and (e) of this Paragraph 22) and shall not cure such failure within thirty (30) days after written notice thereof to Tenant.

ARTICLE 23
REMEDIES

23.1 Upon the occurrence of any event of default as stated in Article 22 hereof, Landlord shall have the option to pursue any remedy at law or in equity, including, but not limited to, termination of this Lease, pursue legal means of entering upon and taking possession of the Demised Premises and evicting Tenant, accelerate and demand payment of all Base Rent, additional rent, and other charges due and payable hereunder over the term of this Lease. Landlord shall, however, have a duty to mitigate its damages and shall make every reasonable effort to relet the Demised Premises.

23.2 Tenant shall reimburse Landlord for any and all loses, fees, costs, expenses (including legal expenses or reasonable attorney's fees), and damages suffered by Landlord by reason of Landlord's reentry, removal and storage of Tenant's property.

23.3 Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed as a waiver of such default or Landlord's right to enforce any such remedies with respect to such default or any subsequent default.

ARTICLE 24
EVENT OF DEFAULT BY LANDLORD

24.1 In the event of default by Landlord, Tenant shall have the option to any and all remedies available to it both legal and equitable. Landlord shall be responsible for all costs incurred by Tenant related to Landlord's breach of this Lease and/or Tenant's enforcement of this Lease including but not limited to all costs and attorney's fees.

ARTICLE 25
MISCELLANEOUS

25.1 All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this Lease shall survive the expiration or early termination of the Lease, including, without limitation all payment obligations concerning the condition of the Demised Premises. Upon expiration or earlier termination of the term hereof, and prior to Tenant's vacating the Demised Premises, Tenant shall restore the Demised Premises, including, without limitation, all heating and air conditioning systems and equipment therein, to the condition of the commencement date of this Lease, subject to normal wear and tear. In the event Tenant fails to do so, Landlord may complete such

restoration and Tenant shall pay to Landlord upon demand all amounts incurred in the restoration of the Demised Premises. Tenant shall also, upon vacating the Demised Premises, shall pay to Landlord the prorated amount of Tenant's obligations hereunder for real estate taxes and insurance premiums for the year in which the Lease expires or terminates. All such amounts shall be used and held by Landlord for payment of such obligations of Tenant hereunder, with any excess to be returned to Tenant after all such obligations have been determined and satisfied, as the case may be.

25.2 In the event of a transfer by Landlord of its interests in the Demised Premises, Landlord shall be release from all obligations and liabilities under the terms of this Lease that accrue subsequent to transfer.

25.3 If any clause or provision of this Lease is illegal, invalid, or otherwise unenforceable under present or future laws effective during the term of this Lease, then in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it also is the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as part of this Lease contract a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

25.4 Landlord shall not be in default in the performance of its obligations hereunder unless and until Landlord shall have failed to perform such duties or obligations within thirty (30) days after receipt of written notice by Tenant to Landlord and to any mortgagee with a lien on the land or the building in which the Demised Premises are located, provided Tenant has been notified in writing of the name and address of such mortgagee. Notices to Landlord and its mortgagee may be given and cure period may run concurrently. All such notices must specify the specific nature of any failure to perform. Time is of the essence of this Lease.

25.5 Landlord and Tenant shall not be in default in the performance of any of their obligations hereunder unless and until either party shall have failed to perform such duties or obligations within thirty (30) days after written notice. Properly specifying wherein the defaulting party has failed to perform any such duty or obligation.

25.6 This Lease may not be recorded. Upon request and at the expense of Tenant, Landlord shall execute a memorandum of this Lease suitable for recording which shall omit the financial terms herein but which shall indentify the Demised Premises, "The Land" and the term of this Lease and shall contain such other information as required by law to constitute sufficient notice of this Lease. Upon the expiration of this Lease, a recorded memorandum of this Lease may be canceled of record by a document executed by Landlord, or its successors in interest for such purpose.

25.7 The parties agree that any dispute arising out of this agreement will be subject to the jurisdiction of the Court of Common Pleas of the State of South Carolina, County of Beaufort, and all provisions of this agreement will be interpreted in accordance with the laws of the State of South Carolina.

SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

WITNESS:

Cheryl Harris

Sheey Baath

LANDLORD:

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____

Name: Gary Kubic

Its: County Administrator

[Probate appears on following page]

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

Personally appeared before me Gary Kubic who being duly sworn, states that s/he, saw the within named Gary Kubic, sign, seal and as his act and deed, execute this written instrument; and that s/he with Cheryl Harris (L.S.) witnessed the execution thereof.

SWORN to before me this 30th day of March, 2015.

Signature of Witness

Notary Public for South Carolina

My commission expires: June 14. 2015

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

Personally appeared before me ANDREW J. BEALL who being duly sworn, states that s/he, saw the within named ANDREW J. BEALL, sign, seal and as his act and deed, execute this written instrument; and that s/he with CONSTANCE VALMONT (L.S.) witnessed the execution thereof.

SWORN to before me this 23 day of MARCH, 2015

Signature of Witness

Notary Public for South Carolina

My commission expires: 5/27/2019

WITNESS:

Constance Valmont

SANTA ELENA PROJECT FOUNDATION
TENANT:

By:
Name: ANDREW J. BEALL
Its: EXECUTIVE DIRECTOR

[Probate appears on following page]

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

GROUND LEASE

This ground lease ("lease") is made effective October 1, 2014, between the G.G. Dowling Family Partnership, LLC (lessor), whose address is c/o G. Geddes Dowling, P.O. Box 1145, Beaufort, S.C. 29901-1145, and The County of Beaufort, South Carolina (lessee), whose address is c/o Gary Kubic, County Administrator, P.O. Drawer 1228, Beaufort, S.C. 29901.

WITNESS:

Lessor is the owner of two parcels of undeveloped land in the City of Beaufort, Beaufort County, South Carolina consisting of approximately 0.88 acres, which are suitable for the Lessee's purposes; and

Lessee wishes to lease lessor's parcel for the purpose of constructing and occupying a surface parking lot.

In consideration of the sum of the rent to be paid by lessee to lessor, the covenants and agreements, and for other good and valuable consideration, the receipt and legal sufficiency of which both parties acknowledge, the lessee and lessor agree as follows:

SECTION 1. Leased Premises

Lessor leases to lessee, and lessee leases from lessor, all that undeveloped land known as TMP R-120-004-000-0657-0000 and R-120-004-000-0658-0000, located adjacent to the former Beaufort County Courthouse in the block between King Street and North Street fronting on Bladen Street in the City of Beaufort, Beaufort County, South Carolina consisting of approximately 0.88 acres("leased premises") as is more particularly described in Exhibit "A" attached and by this

reference incorporated. Subject to, however, all matters of record filed in the Beaufort County Register of Deeds Office, but together with all easements, rights and privileges appurtenant thereto.

SECTION 2. Term

The term of this lease shall be for a term of five years and nine months, commencing on October 1, 2014, with an option to renew for an additional five years, terminating at midnight of June 30, 2020 unless renewed, whereupon the termination date will be midnight of June 30, 2025, both dates inclusive, unless sooner terminated pursuant to the terms of this lease.

SECTION 3. Rent; Security Deposit

The payment terms for the lease will be $4,000.00 per month for the first nine months (the Partial Year) ending on June 30, 2015; thereafter, Lessee shall pay to lessor the annual installment sum of $48,000.00 for the use and occupancy of the leased premises for the five year term. Lessee shall pay rent in advance, each annual installment payment being payable on, and having a due date of July 1st. In the event lessee fails to make the rent payment within ten (10) business days after the due date, lessee shall pay a late fee in the amount of three percent (3%) to cover lessor's additional administrative expenses associated with the late payment. This late fee shall increase by $50.00 per day for each day that the lessee fails to make any rent payment after the tenth day following that payment's due date. The annual installment lease payment and all additional rent as provided for under this lease shall be paid promptly when due, in cash or by check, without notice or demand and without deduction, diminution, abatement, counterclaim or set off of any amount or for any reason, payable to the G. G. Dowling Family Partnership, LLC, and delivered to lessor at its offices at the address as stated in Section 19 or to another person and place as may be designated by notice in writing from lessor to lessee from time to time.

The installment lease payment will be subject to increase by the annual Consumer Price Index (CPI) factor (as defined in Section 18 hereinbelow), beginning in the lease year commencing on July 1, 2016. However, during the initial five year lease term, at no time shall the maximum lease payment called for under this agreement exceed $50,000.00. At least 90 days prior to the end of the initial

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June 30, 2020 lease term, the parties will confer to examine the amount of the lease payments anticipated during the optional second five year term. If, at the end of the initial five year lease term ending on June 30, 2020, the installment lease payment including CPI will, or is anticipated to exceed $50,000.00 per year for any of the ensuing years of the second option term, the parties will seek to negotiate a mutually acceptable rental amount for the second term which does not exceed on an annual installment basis $50,000.00 plus the applicable CPI adjustment. Should the parties not reach agreement on a new lease payment, lessor will have the option of terminating the Lease and retaking possession of the leased premises in accordance with the lease termination procedures included hereinafter.

There will be no security deposit required for rent or against damages to the leased premises.

SECTION 4. Use of the Leased Premises

It is understood by the parties that lessee intends to use the leased premises only for surface parking, to be subject to and in accordance with all applicable zoning and other governmental regulations. The designs for such parking are yet to be created.

Lessee, at its own expense, shall comply with and promptly carry out all orders, requirements or conditions imposed by the ordinances, laws and regulations of all of the governmental authorities having jurisdiction over the leased premises, which are occasioned by or required in the conduct of lessee's business within the leased premises and to obtain all licenses, permits and the like required to permit lessee to occupy the leased premises.

The County will be allowed to construct at its own expense improvements on the leased premises during the term, including, but not limited to improved parking spaces and landscaping, subject to the reasonable approval rights of lessor, with such approval not to be unreasonably withheld; it being the intention that upon the end of the lease term, the leased premises will be surrendered in a condition not requiring demolition of vertical structures on the leased premises, nor the relocation of sub-surface structures, in order for lessor to be able to construct future vertical construction on

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the leased premises. Lessee shall not, at any time during the time of its lease, use, store, treat, transport, manufacture or handle any hazardous substance on the leased premises as defined by any federal, state, or local governmental statute or regulation, or allow any other party to engage in such conduct

SECTION 5. Government Approvals

Lessee shall be solely responsible for and shall secure promptly all necessary permits and governmental approvals. Lessee will comply with all legal requirements triggered by the particular manner of its use of the leased premises, and shall be responsible for any environmental liability or matters arising from its possession and use of the leased premises.

SECTION 6. Construction, Alterations and Repairs

Lessee shall construct the surface parking in a good and workmanlike manner, using first class materials. No trees shall be removed from the leased premises without lessor's consent and all proper permits

During the term of this lease and any renewals or extensions, lessee shall make all needed alterations or repairs of any nature to all improvements on the leased premises. Lessee shall maintain the leased premises in good condition at all times during the term of this lease to keep it in a safe condition for all persons allowed on the leased premises and in a condition suitable for its own purposes. In the event lessee fails to make a necessary repair as determined by lessor in its sole discretion, lessor may, but shall not be required to, enter on the leased premises and perform the repair. Lessor may charge the cost of the repair to the lessee as additional rent. Additional rent shall be due and payable on the first day of the month after which the lessor has paid for the repair.

All structures, improvements, and fixtures of any nature constructed or installed by lessee on the leased premises shall become the leased premises of lessor and shall not be removed by lessee. Notwithstanding the foregoing, unless otherwise agreed, any improvements which by their nature are not affixed to the land and can be removed without injury to the leased premises shall be

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removed from the leased premises on the completion of the term of this lease. Lessee shall repair any damage to the leased premises caused by removal. If lessee fails to remove the non-fixture improvements, lessor in its sole discretion may either deem the non-fixture improvements part of the leased premises or remove and dispose of the non-fixture improvements at lessee's expense.

Lessee shall not commit or suffer to be committed any act which results in any wasting of the leased premises.

SECTION 7. Additional Rent

Except for the Partial Year, lessor shall be responsible for the ad valorem taxes assessed on the leased premises. Lessee shall be responsible for the 2014 taxes payable on or before January 15, 2015; lessor will be responsible for the 2015 and thereafter ad valorem taxes based upon the value of the unimproved land comprising the leased premises. Lessee shall be responsible for any additional ad valorem taxes assessed on the leased premises arising from the installation of improvements on the leased premises. The Parties acknowledge lessor intends to seek a downward adjustment of the ad valorem valuation to reflect the market value of the leased premises as evidenced by the terms of the negotiated Lease and a capitalization of the lease payments; lessee acknowledges the lease payments to be market rate, and not a bargain lease. All other costs and expenses for the leased premises during the term of this Lease shall be the responsibility of the lessee, including any increase in the storm water assessment caused by the addition of impervious surface to the leased premises by the lessee during the term of the Lease. In the event lessee fails to pay the taxes and/or assessments as provided herein as they become due, lessor may pay the same and charge the payment to the lessee as additional rent. Additional rent shall become due and payable on the first day of the month after which the lessor has paid any taxes and/or assessments.

SECTION 8. Insurance

Lessee shall maintain public general liability insurance on the leased premises for the benefit of lessor and lessee, in an amount equal to the insurance presently carried on all County properties with the S.C. Insurance Reserve Fund, with such coverage being in the minimum amount of $1,000,000

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per claim. Lessor shall be named as additional insured on all policies. Lessee shall provide lessor with certificates of insurance evidencing coverage, at least once each year during the term of this lease. Lessee shall secure a provision in each policy of insurance requiring that at least 30 days' written notice be given to lessor by the insurance carrier prior to cancellation of any policy.

In the event lessee fails to insure or to secure insurance, lessor may either obtain the same and charge the premiums to lessee as additional rent, which shall become due and payable on the first day of the month after which lessor pays the premiums, or declare lessee in default of this lease.

Lessee shall require any contractor who performs construction on the leased leased premises to have worker's compensation coverage for its employees and general liability insurance in an amount as required by law. Lessor and lessee shall be named as additional insureds in the contractor's insurance policies.

SECTION 9. Subletting and Assignment

Lessee shall not assign this Lease or sublet any portion of the leased premises without prior written consent of the Lessor, which consent shall not be unreasonably withheld, provided lessee is not in default under the Lease at the time of such request. If lessor agrees to give its consent to the assignment or subletting, it may condition the consent on receiving a satisfactory financial statement from the assignee or sublessee. If lessor consents to the subletting of any or all of the leased premises, such shall be subject to the terms and conditions of this Lease, and Lessee shall include the following clauses in each sub-lease to a subtenant:

a. The leased premises will be used for surface parking purposes only.

b. No sublease shall extend beyond the term of this lease.

c. Subtenant shall comply with all restrictions, covenants and conditions applicable to the leased premises recorded in the Beaufort County Register of Deeds Office, and with all terms and conditions of this Lease.

d. Subtenant shall not, at any time during the time of its lease, use, store, treat, transport, manufacture or handle any hazardous substance on the leased premises as defined by any

federal, state, or local governmental statute or regulation, or allow any other party, person or entity to engage in such conduct.

Notwithstanding any consent by lessor, lessee shall remain jointly and severally liable (along with each approved assignee and sublessee, which shall automatically become liable for all obligations of lessee hereunder with respect to that portion of the leased premises so transferred), and lessor shall be permitted to enforce the provisions of this Lease directly against lessee, or any assignee or sublessee without proceeding in any way against any other party. In the event of an assignment, contemporaneously with the granting of lessor's consent, lessee shall cause the assignee to expressly assume in writing and agree to perform all of the covenants, duties and obligations of lessee hereunder and such assignee shall be jointly and severally liable therefore along with lessee. No usage of the leased premises different from the permitted use as surface parking shall be permitted, and all other terms and provisions of the Lease shall continue to apply after such assignment or sublease.

Lessor shall have thirty calendar days to consider any request for subletting or assignment, subject to extension by the number of days the proposed sub-lessee or assignee takes to deliver any requested financial or other information reasonably requested by lessor. Such request must be in writing and delivered to lessor in the manner provided for giving notice.

If lessee requests lessor's consent to an assignment of this Lease or subletting of all or part of the leased premises, lessor may, at its option: (i) approve such sublease or assignment (subject to the provisions hereinabove regarding liability under this Lease); (ii) negotiate directly with the proposed sublessee or assignee and, in the event lessor is able to reach agreement with such proposed sublessee or assignee, upon execution of a lease with such sublessee or assignee, terminate this Lease (in part or in whole, as appropriate) upon 30 days' notice; or (iii) if lessor should fail to notify lessee in writing of its decision within a 30-day period after lessor is notified in writing of the proposed assignment or sublease, lessor shall be deemed to have refused to consent to such assignment or subleasing, and to have elected to keep this Lease in full force and effect. If lessor consents to any

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assignment or sublease, lessee shall pay to lessor, on demand as additional Rent, a one time administrative fee of five hundred dollars ($500.00) as compensation for attorneys' fees and costs associated with lessor's consent to each assignment or sublease.

All cash or other consideration received by lessee as the proceeds of any assignment or sublease of lessee's interest in this lease and/or the leased premises, whether consented to by lessor or not, shall be paid to lessor, notwithstanding the fact that such proceeds exceed the rent due hereunder, unless retention of such funds is in violation of any federal or state law or lessor agrees to the contrary in writing, and lessee hereby assigns all rights it might have or ever acquire in any such proceeds to lessor. This covenant and assignment shall benefit lessor and its successors in ownership of the leased premises and shall bind lessee and lessee's successors and assigns. Any assignee, sublessee or purchaser of lessee's interest in this Lease, by occupying the leased premises and/or assuming Lessee's obligations hereunder, shall be deemed to have assumed liability to Lessor for all amounts paid to persons other than lessor in consideration of any such sale, assignment or subletting, in violation of the provisions hereof.

SECTION 10. Eminent Domain

a. If the whole or part of the leased premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this lease shall cease. The lease shall effectively terminate from the date on which title vests in the applicable governmental authority.

b. Any award for condemnation shall be paid to lessor.

SECTION 11. Lessor to be Held Harmless

To the extent provided by law, Lessee does covenant and agree with lessor that it will hold lessor harmless from and against any and all liability, damages, penalties or judgments arising from injury to person or leased premises sustained by anyone in and about the leased premises, including the adjacent walkways and yard areas under the control of lessee, due to any conduct, act or acts of

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omission or commission of lessee, or lessee's officers, agents, servants, employees, contractors, sublessees or assignees. Lessee shall, at its own cost and expense, defend against any and all suits or actions (whether just or unjust) which may be brought against lessor because of any above-mentioned matter, claim or claims. Lessor shall not be responsible or liable for any damage to any leased premises, fixtures, building or other improvements, or for any injury to any person or persons, at any time on the leased premises, including any injury to lessee or to any of lessee's officers, agents, servants, employees, contractors, customers sublessees or assignees, except as may result from any act or acts of omission or commission of lessor or lessor's officers, agents, servants, employees, assignees or contractors.

SECTION 12. Utilities

Lessee shall pay all fees charged for any and all utilities utilized in connection with the use and occupancy of the leased premises.

SECTION 13. Inspection

Lessor shall have the right to enter on the leased premises at any reasonable hour to inspect for compliance with the terms of this lease.

SECTION 14. Environmental Provisions

Lessee shall comply with all environmental laws, orders and regulations of federal, state, county and municipal authorities, and with any directive issued pursuant to law by any public officer, which shall impose any order or duty on lessee pertaining to the construction, use or occupancy of the leased premises by lessee, its assignees or sublessees, and shall be responsible for any environmental liability or matters arising from its possession and use of the leased premises.

SECTION 15. Quiet Enjoyment

Lessor covenants and agrees that lessee may peaceably and quietly enjoy the leased premises, subject, however, to lessee's fulfillment of the covenants and agreements contained in this lease. The leased premises is to be delivered in an as-is condition, without any warranty of suitability for

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lessee's use; acceptance of possession shall be deemed acceptance of the condition of the leased premises.

SECTION 16. Attornment; Lessor Mortgages

This lease shall be subject and subordinate at all times to the lien of any mortgage or other encumbrances(s) which may now or which may at any time afterward be made on the leased premises or any portion of, or on lessor's interest in the leased premises. This clause shall be self operative, and no further instrument of subordination shall be required to effect the subordination of this lease. Nonetheless, in confirmation of subordination, lessee shall execute and deliver further instrument(s) subordinating this lease to the lien of any mortgage. If the interests of landlord under this lease shall be transferred by reason of foreclosure or other proceedings for enforcement of any mortgage on the leased premises or project, lessee shall be bound to the transferee at the option of the transferee, under the terms, covenants and conditions of this lease for the remaining term, including any extensions or renewals, with the same force and effect as if the transferee were lessor under this lease, and, if requested by transferee, lessee agrees to attorn to the transferee as its lessor. The holder of any mortgage encumbering the project shall have the right, unilaterally, at any time to subordinate fully or partially its mortgage or other security instrument to this lease on the terms and subject to conditions as the holder may consider appropriate in its discretion. On request lessee shall execute and deliver an instrument confirming any full or partial subordination.

SECTION 17. End of Term/Holdover

On expiration or other termination of this lease, lessee shall quit and surrender to lessor the leased premises, in good order and condition, reasonable wear and tear excepted; the leased premises will be surrendered in a condition not requiring demolition of vertical structures on the leased premises, nor the relocation of sub-surface structures, in order for lessor to be able to construct future vertical construction on the leased premises unimpeded.

If lessee or any person claiming through lessee shall not immediately surrender possession of the

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leased premises at the expiration or earlier termination of the lease term, and such be with the consent of lessor, the lease shall be deemed to be a month to month lease, terminable on thirty days notice, one to the other, on the same general terms and conditions of this lease, provided that the installment lease payment shall be subject to increase based upon the CPI factor as provided hereinabove.

If lessee or any person claiming through lessee shall not immediately surrender possession of the leased premises at the expiration or earlier termination of the lease term, and such be without the consent of lessor, lessor shall be entitled to recover compensation for use and occupancy at one hundred and twenty-five percent (125%) of the basic rent and additional rent that was payable just prior to the expiration or earlier termination of the lease term. Lessor shall also continue to be entitled to retake or recover possession of the leased premises upon thirty (30) days notice to quit delivered to lessee as before provided in case of default on the part of the lessee, and lessee shall be liable to lessor for any loss or damage it may sustain by reason of lessee's failure to surrender possession of the leased premises immediately on the expiration or earlier termination of the lease term. Lessee agrees that all the obligation of lessee and all rights of lessor applicable during the lease term shall be equally applicable during the period of subsequent occupancy.

SECTION 18. CPI; Annual Adjustment of Rent

Effective on the first day of each July, so long as this lease remains in effect, beginning on July 1, 2016, and subject to the maximum increase as set forth in Section 3 hereinabove during the initial five year term, the annual installment lease payment set forth above shall be increased on an annual basis; and lessee agrees to pay lessor, during each ensuing calendar year, the new adjusted basic rent in an amount which, in each calendar year, is equal to that amount determined by multiplying the annual lease installment payment payable at the end of the preceding County fiscal year by a multiplier equal to the number one plus the Consumer Price Index ("CPI") (now known as the "United States Department of Labor, Bureau of Labor Statistics, Consumer Price index, U.S. City Average for all Urban Consumers, Seasonally Adjusted, All Items,") for the preceding calendar year ("base CPI"); e.g. for the year commencing July 1, 2016, the CPI shall be determined for the period

January 1, 2015 to December 31, 2015, and if there was a 0.4% CPI published for that period, the installment lease payment multiplier would be 1.04, effective July 1, 2016.

SECTION 19. Notices

Any notice required to be given to lessor or lessee shall be in writing and sent certified mail, return receipt requested, or by express commercial courier, addressed as follows:

Lessor:

G.G. Dowling Family Partnership, LLC
c/o G. Geddes Dowling, III, General Partner
P.O. Box 1145
Beaufort, SC 29901-1145

Lessee:

The County of Beaufort
c/o Gary Kubic, County Administrator
P.O. Drawer 1228
Beaufort, SC 29901-1228

With Copy To:

Beaufort County Attorney
P.O. Drawer 1228
Beaufort, SC 29901-1228

SECTION 20. Recording

This lease, or a memorandum of this lease, may be recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.

SECTION 21. No Waiver

Any failure by either party to enforce any right arising shall not be deemed a waiver of the right.

SECTION 22. Entire Agreement; Amendments

This lease and any attached exhibits or riders set forth all of the promises, agreements, conditions and understandings between lessor and lessee with respect to the leased premises. There are no other oral or written promises, agreements, conditions or understandings between them. This lease may only be modified by a written amendment signed by both parties, which amendment shall be recorded in the Office of the Register of Deeds for Beaufort County, South Carolina. An oral modification shall not be binding on either party.

SECTION 23. Captions

The captions preceding the sections of this lease are inserted only as a matter of convenience and for reference purposes, and in no way define, limit, or describe the scope of this lease nor the intent of any provision of this lease.

SECTION 24. Default

The following shall be events of default on the part of lessee under the terms of this lease:

a. failure to pay rent or added rent when due;

b. failure to comply with any law, regulation, policy or order of any lawful governmental authority;

c. failure to comply with any other contained lease provision; and

d. vacating or abandoning the leased premises.

In the event of default, lessor shall give written notice by certified mail, return receipt requested, or by express commercial courier, of default to lessee, specifying the nature of the default. Lessee shall have ten (10) days from the date of dispatch of the notice to cure any monetary default; thirty (30) days to cure any non-monetary default, exclusive of any due diligence (permits, etc.). If lessee fails to cure the default within the specified time, lessor may terminate this lease and remove lessee by summary proceedings or otherwise. In the event lessor must remove lessee by summary proceedings or otherwise, lessor shall be entitled to reimbursement by lessee of all costs and expenses incurred through the removal, together with interest at a rate of twelve percent (12%) per year from the date

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the costs and expenses are paid by lessor until repaid to lessor by lessee. The costs may include, but are not limited to, attorneys' fees and court costs. There shall be no liability for consequential damages.

The obligation of lessee to pay rent for the remainder of the term shall continue after removal. Lessor may re-rent the premises and apply the rents, first to the cost of removing lessee, including reasonable legal fees and court costs, next to the cost of refurbishing the space, last to the rent due by lessee. Lessee shall remain liable for any deficiency. Lessor may re-rent the leased premises for a lower rent and/or a longer term without releasing lessee from its obligation to pay rent as specified.

SECTION 25. Assignments to be in Writing

Lessee shall not assign its rights or obligations under this lease to any party without the express written consent of lessor, pursuant to the terms and conditions of Section 9 hereinabove. Lessee shall provide lessor with a fully executed copy of the assignment and all ancillary documents pertinent to the transfer, should lessor decide to consent to a transfer.

SECTION 26. Severability

If any provision of this lease conflicts with any law, such conflict shall not affect the other provisions of this lease which can be given effect without the conflicting provision, and to this end the provisions of this lease are declared to be severable.

SECTION 27. Attorney's Fees

In the event it becomes necessary for either party to bring suit to enforce the terms of this lease, the prevailing party shall be entitled to recover from the non-prevailing party all costs, fees and expenses incurred in connection with such suit, including reasonable attorney's fees and court costs, both prior to and on appeal.

SECTION 28. Estoppel

Lessee shall, without charge, at any time and from time to time, within ten business days after

request by lessor, execute, acknowledge and deliver to lessor a written estoppel certificate certifying to lessor, any mortgagee, assignee of a mortgagee, or any purchaser or transferee of the leased premises, or any other person designated by lessor, as of the date of the estoppel certificate: (a) that lessee is in possession of the leased premises; (b) that this lease is unmodified and in full force and effect (or if there have been modifications, that this lease is in full force and effect as modified and setting forth the modification); (c) whether or not there are then existing any setoffs or defenses against the enforcement of any right or remedy of lessor, or any duty or obligation of lessee (and, if so, specifying the same in detail); (d) the amount of the basic rent and the dates through which the installment lease payment and additional rent have been paid; (e) that lessee has no knowledge of any then uncured defaults on the part of lessor under this lease (or if lessee has knowledge of any uncured defaults, specifying the same in detail); (f) that lessee has no knowledge of any event having occurred that authorizes the termination of this lease by lessee (or if lessee has knowledge, specifying the same in detail); (g) reasonable other information requested by lessor, mortgagee, assignee of mortgagee, purchaser or other person. Failure to deliver the certificate within ten business days after request by lessor shall be conclusive on lessee for the benefit of lessor and any successor to lessor that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

SECTION 29. Governing Law

This lease shall be governed by and interpreted according to the laws of the state of South Carolina.

SECTION 30. Counterparts

This agreement may be signed in counterparts, and when each required signatory shall have signed an original copy of this agreement and delivered it to the other party, all signatures shall be taken collectively as though each party had executed in full a single document, and same shall be binding and of full force and effect.

SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGES

In witness whereof, the parties have executed this agreement on the date first written above.

WITNESSED:

Cheryl Harris

COUNTY OF BEAUFORT

By: Gary Kubic

Gary Kubic, County Administrator Date

G. G. DOWLING FAMILY PARTNERSHIP, LLC

By: G. Geddes Dowling III, GP. 9/30/14

G. Geddes Dowling III, General Partner Date

ACKNOWLEDGMENTS FOLLOW

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I, the undersigned notary public, do hereby certify that G. Geddes Dowling, III, General Partner of the G.G. Dowling Family Partnership, L.L.C., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 30th day of September, 2014.

Notary Public For South Carolina
My commission expires: 8-1-22

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I, the undersigned notary public, do hereby certify that Gary Kubic, Beaufort County Administrator, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 30 day of September, 2014.

Suzanne M Rawls
Notary Public For South Carolina
My commission expires: June 14, 2015

LEGAL DESCRIPTION
OF
LEASED PREMISES

PARCEL ONE

ALL THAT certain piece, parcel or lot of land located, lying and being on Port Royal Island in the City of Beaufort, Beaufort County, South Carolina, measuring Seventy-seven (77') feet, more or less on its Northern and Southern boundaries, and Two Hundred and Forty-six (246') feet, more or less, on its Eastern and Western boundaries; and being bounded on the South by North Street; on the West by Bladen Street; on the North by King Street; and on the East by the Western part of Block 122 in the City of Beaufort; it being the intention hereof to lease all of Parcel One beginning at is boundary along Bladen Street Eastward to its boundary with Parcel Two as described hereinabove and lying between King Street and North Street.

PARCEL TWO

AND ALSO ALL THAT certain piece, parcel or lot of land located, lying and being on Port Royal Island in the City of Beaufort, Beaufort County, South Carolina in Block 122, being shown and designated as Parcel No. 658 on Map 4 of the Hunnicutt Survey. This lot is more particularly described as follows, to-wit: Beginning at a point Seventy-seven (77') feet from the corner of Bladen and North Streets and thence running East on North Street for a distance of Eighty-three (83') feet, more or less, to a point; thence North Two Hundred Forty-seven (247') feet, more or less along the Western boundary of property owned by the City of Beaufort and being shown and described as "The City Lot, Portion of Block 122" on a plat prepared by Beaufort County Public Works, by Erick Freisleber, PE and PLS, dated December 17, 1990, to a point on King Street; thence West along King Street a distance of Eighty-one (81') feet, more or less; thence Two-Hundred Forty-Nine (249') feet, more or less, along the Eastern Boundary of Parcel One as described above, to the point of beginning. Said lot is bounded on the North by King Street, on the East by the City of Beaufort; on the South by North Street; and on the West by Parcel One as described hereinabove; it being the intention hereof to lease all of Parcel Two beginning at is boundary along Parcel One Eastward to its boundary with the City Lot as described hereinabove and lying between King Street and North Street.

SAVE and EXCEPT that portion of Parcel One as may have been transferred to the S.C. Department of Transportation running along Bladen Street between North Street and King Street.

These being a portion of the properties conveyed to the G.G. Dowling Family Partnership, L.P. by deed recorded in Records Book 748 at Page 1071 in the Office of the Register of Deeds for Beaufort County, South Carolina

COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
POST OFFICE DRAWER 1228 ♦ BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2353 FAX: (843) 255-9437

PROPOSAL NOTICE NO. **RFP No. 042916**
CLOSING DATE AND TIME: **3:00 P.M. April 29, 2016**

PROPOSAL TITLE: **Ferry Transportation Services-Daufuskie Island for Beaufort County**

You are invited to submit proposals in accordance with the requirements of this solicitation which are contained herein.

A **Mandatory pre-proposal** conference will be held at **11:00 a.m.** in the BIV # 2 Conference Room, 106 Industrial Village Road, Beaufort, SC 29906-4291 on April 7, 2016. All offerors are required to attend.

In order for your proposal to be considered, it must be submitted to the Purchasing Office not later than **April 29, 2016**, at which time respondents to this request will be recorded in the presence of one or more witnesses. Proposals received by the Purchasing Office after the time specified will be returned to the offeror unopened. Due to the possibility of negotiation with all offerors, the identity of any offeror or the contents of any proposal shall not be public information until after the contract award is made; therefore, the public is not invited to the proposal closing.

The proposals must be signed by an official authorized to bind the Offeror, and it shall contain a statement to the effect that the proposal is firm for a period of at least 90 days from the closing date for submission of proposals. **Proposals must be submitted in a sealed opaque envelope/container showing the above proposal number, opening date, and title.**

All submittals (see Part VII, Submission Requirements) received in response to this Request for Proposals will be rated by County Selection Committee, based upon the Evaluation Criteria as listed in Part IV. If the best offeror is clearly identified from the point summary, there will not be a need for oral presentations. If not, then an oral presentation from a minimum of the top two rated firms shall be required.

This solicitation does not commit Beaufort County or the School District to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified offerors, or to cancel in part or in its entirety this proposal, if it is in the best interests of the County to do so.

BEAUFORT COUNTY

"Original Signed"

_____
David L. Thomas, CPPO
Purchasing Director
(843) 255-2350

PART I

GENERAL INFORMATION

1. Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.

2. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.

3. Offerors are to include all applicable, requested information and are encouraged to include any additional information they wish to be considered.

4. **Two (2) clearly identified originals and three (3) copies of your proposal are required.**

5. Proposals will be received by the Purchasing Department until 3:00 p.m. on the closing date shown.

   Proposals are to be mailed to:

   Beaufort County Purchasing Department
   P. O. Drawer 1228
   Beaufort, SC 29901-1228

   Hand deliver and/or Express mail to:

   Purchasing Department
   106 Industrial Village Drive
   Beaufort Industrial Village
   Building 2
   Beaufort, SC 29906-4291

   The submitting offeror is required to have printed on the envelope or wrapping containing his proposal the RFP number, opening date, and title.

   Offerors who desire to receive a copy of the Statement of Award must include a self-addressed stamped envelope.

6. Prohibition of Gratuities: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement

standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

7. Questions

Fax or email any questions you have, at least ten (10) days prior to proposal closing, to:

Dave Thomas, Beaufort County Purchasing Department, (843) 255-9437, dthomas@bcgov.net. Confirm receipt of fax by calling (843) 255-2353.

Answers to questions received that would change and/or clarify this solicitation will be provided in writing to all firms that have received the original Request for Proposal.

8. The *anticipated* procurement schedule is listed below:

a. Release RFP – March 16, 2016
b. Mandatory Pre-Bid Conference – April 7, 2016
c. Deadline for Questions – April 21, 2016
d. Proposal Due Date – April 29, 2016, 3:00 p.m.
e. County Council Approval – May 9, 2016
f. Intent to Award Notice – May 23, 2016
g. Execute Contract - July 1, 2016

PART II

1. **INTRODUCTION**

It is the intent of Beaufort County (hereinafter referred to as "County") to solicit proposals for ferry services, to provide essential transportation opportunities for Daufuskie Island residents. **This procurement effort is provided in anticipation of economies of scale.**

2. **BACKGROUND**

Beaufort County intends to contract for ferry services between Daufuskie Island and Hilton Head Island, SC to transport permanent residents on a regular basis, part-time residents, long term renters, and staff as approved by the County Administrator or his designee and the Beaufort County Emergency Operation Plan, as outlined herein. Beaufort County encompasses 576 square miles in the heart of the South Carolina Lowcountry. It is a land rich in natural beauty, history and resources and an area of economic contrast and cultural diversity.

3. PURPOSE

This Specification describes the requirements for the operation of a contract ferry service between Daufuskie Island and Hilton Head Island. Clearly identified embarkation points must be approved by the County.

4. REFERENCE

Beaufort County Emergency Operation Plan is attached as Attachment 1. The awarded Contractor must provide disaster evacuation support as outlined in Attachment 1.

5. VALUE OF THIS CONTRACT

5.1 **Charges for this service shall be based upon actual needs as required.** It is **estimated** that the number of fares will depend on ridership and trips they make. Therefore, the offeror should provide a cost for one-way fare and a cost for round trip. Usage of the service will be tracked by means of the trip manifest (using a County approved ridership list) that will be converted into a spreadsheet each month for billing. The successful contractor will invoice the County electronically on a monthly basis. Contractor will make provisions for ticket sales/outlet on both sides of the river. The County will require daily round trip transport for Fire and Rescue personnel.

5.2 Special Trips: The County may request special (exclusive) trips for a community event, e.g., funeral, church anniversary, etc. during the life of the agreement.

6. DEFINITIONS

6.1 The term “Proposer”/ “Offeror” refers to those parties who are submitting proposals for the work set forth in this document. The term “Contractor” refers to the successful Proposer(s)/Offeror.

6.2 The terms “Owner”, “County”, refer to Beaufort County or its designated agent (hereinafter referred to as “County”).

6.3 Where the words “shall” or “must” are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.

6.4 Where the words “should”, “may”, or “is desirable” are used, it signifies desirable, but not mandatory functions or capacities. Proposers who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.

PART III

SCOPE OF WORK

1.0 FERRY VESSELS

The ferry service contract operator shall provide proof of ownership or availability rights for a minimum of two vessels, U.S. Coast Guard certified to carry a minimum of 45 passengers. Vessels providing ferry service shall be in compliance with Federal and State regulations governing passenger vessels for hire, and shall be properly equipped with safety, navigation, communication and emergency equipment required for the safe transportation of passengers, cargo and freight. The Offeror shall provide information as to how they plan to provide transportation when the primary vessel is out of service or when the contractor is unable to perform this service. See **Exhibit E & F**. Condition of vessels should be subject to the approval by the County. **All vessels used for this contract must be approved in advance by the County Administrator or his designee**. If other vessels are used which have not been approved, then the County may terminate this contract for default.

1.1 VESSEL MANNING

Vessels providing ferry service under contract shall be navigated by such complement of licensed personnel and crew as designated on the vessels' Certificates of Inspection. First mate shall be at least 18 years of age and properly trained.

1.2 The ferry service contract operator shall maintain on file with the County a current roster of personnel operating/working on all vessels used in the performance of the ferry service contract. The roster shall include the individuals U.S. Coast Guard license number and type of certification. Any changes to the roster must be approved in advance by the County Administrator or his designee. If changes to the roster are made without the approval of the County Administrator or designee, the County may terminate this contract for default.

1.3 When transporting students, contractor will provide a crew member (18 years or older and properly trained) in the cabin to ensure student supervision & safety.

1.4 Contractor must provide SLED background checks on all crew members at contractors cost on an annual basis.

2.0 PASSENGER SCOPE OF WORK

The Contractor will provide access to ferry service for approximately 350 Island residents and long term renters, as well as non full-time resident property owners as defined by proper ID or as approved by the County Administrator or his designee.

In addition, properly identified governmental employees, (engaged in official business). This includes daily transport of Beaufort County Fire and EMS personnel and approved Beaufort County School Students with the proper Identification/pass (approximately 12-15 students per day round trip). Contractor is also responsible for transport of emergency medical transports. Primary proposals shall consist of arrival and departure points as follows:

The County will consider docking locations which may be proposed by a contractor as long as it does not adversely affect the departure and arrival of the riders and the condition of the docking facility is in good condition.

2.1 PARKING: Secured parking for at least **thirty five (35) vehicles** must be provided within a reasonable distance from the docking facility on Hilton Head Island. Docking facilities on both Hilton Head Island and Daufuskie Island must be able to accommodate school buses.

2.2 ASSISTANCE: The Contractor will provide patrons with assistance in loading and unloading items which are portable by hand, especially those with mobility issues, and take steps necessary to accommodate ADA accessibility requirements to the greatest extent possible.

2.3 FACILITY: The embarkation/debarkation facility for Daufuskie Island and Hilton Head Island must be readily accessible to the general public and able to accommodate the parking requirement outlined in section 2.1.

2.3.1 The current Beaufort County contract is with J&W of Greenwood with a current fiscal year budget of $241,200. Ridership for the past five fiscal years (July 1 – June 30):

FY 2011	7,280
FY 2012	6,032
FY 2013	6,565
FY 2014	7,156
FY 2015	7,289

Part IV

PROPOSAL EVALUATION

1.0 Proposals submitted may be reviewed and evaluated by any person at the Owner's discretion, including non-allied and independent consultants retained by Owner now or in the future.

2.0 In submitting a proposal, the Proposer understands that the County will determine at its discretion, or in their best interest which proposal, if any, is accepted. The County has the discretion to award a contract to multiple contractors. The Proposer

waives any right to claim damages of any nature whatsoever, based on the selection process and any communications associated with the selection, and the final selection of the successful Proposer.

3.0 Evaluation of proposals will be based on the following criteria and rated at a possible maximum score of 100 points:

3.1 Compliance with the RFP and contract (20 points)

3.2 Schedule and docking locations (15 points)

3.3 Qualifications, similar experience, expertise and references (20 points)

3.4 Evaluation of Vessels (15 points)

3.5 Total Cost (30 points)

PART V

CONTRACTUAL REQUIREMENTS

1.0 EXCUSABLE DELAY: The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

2.0 S.C. LAW CLAUSE: Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of this signed proposal the offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under the contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.

3.0 OFFEROR'S QUALIFICATIONS: Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this proposal. The Purchasing Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.

4.0 OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

5.0 AFFIRMATIVE ACTION: The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.

6.0 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.

7.0 SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.

8.0 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.

9.0 PERFORMANCE BOND: The successful Contractor shall furnish, within ten days after written notice of acceptance of proposal, a Performance Bond. Contractor shall provide and pay the cost of a Performance Bond. The Bond shall be in the amount of one-hundred percent (100%) the annual contract cost, issued by a Surety Company licensed in South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five times the Contract Price. The Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

10.0 NONRESIDENT TAXPAYERS: If the offeror is a South Carolina nonresident taxpayer and the contract amount is $10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract, offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A)(2)(3) of S.C. Code of Laws (1976) as amended.

11.0 BUSINESS LICENSE: In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III,* as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at www.bcgov.net or by calling the Business License Administrator at (843) 255-2271 for a list of schedules.

12.0 ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.

13.0 INSURANCE REQUIREMENTS: Prior to commencing work hereunder, Contractor, at his expense, shall furnish insurance certificate showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and with a special notation naming Beaufort County and Beaufort County School District as an additional insured on the liability coverages. If not otherwise specified, the minimum coverage shall be as follows:

13.1 Worker's Compensation Insurance:

a. Worker's Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.

b. Marine Insurance – Contractor must show evidence that Worker's Compensation Policy is endorsed to cover the Jones Act or show evidence of Protection and Indemnity Coverage must also show proof of USLEH coverage or statement of why exempt.

13.2 Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least $1,000,000 PER PERSON, $1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least $1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least $2,000,000 COMBINED SINGLE LIMIT, and $10,000,000 Excess Liability.

13.3 Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least $1,000,000 PER PERSON, $1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least $1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least $2,000,000 COMBINED SINGLE LIMIT. Umbrella Liability Insurance-Required at $5,000,000 limit per occurrence.

13.4 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 County. Contractor must provide a copy of Beaufort County Business License within ten (10) days after contract is signed.

13.5 The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the County 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.

13.6 The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

14.0 INDEMNITY: The Contractor hereby agrees to indemnify and save harmless the County, Beaufort County School District, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

15.0 ILLEGAL IMMIGRATION: (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five (5) years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title

8, Chapter 14, 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.

16.0 TERMINATION FOR DEFAULT:

16.1 The performance of Work under the Agreement may be terminated by the Purchasing Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Purchasing shall determine that the Contractor has failed to meet the performance requirements of this Agreement.

16.2 The Purchasing Director has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

17.0 TERMINATION FOR CONVENIENCE: The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, any adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience.

18.0 ACCEPTANCE OR REJECTION OF PROPOSALS

18.1 The County reserves the right to reject any or all proposals when such rejection is in the best interest of the County; to reject the proposal of an Offeror who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the proposal of an Offeror who, in the opinion of the County, is not in a position to perform adequately the contract.

18.2 The County reserves the right to reject any or all proposals, any part or parts of a proposal, waive any technicalities, and award any portion of or the entire contract in a manner that is in the best interest of the County.

18.3 The County reserves the right to award this contract in total or in part according to the best interests of County. Contractors not willing to accept award of partial bid must so indicate as part of their proposal.

18.4 It is the intention of the County to award a contract to the highest rated, responsible and responsive Proposer with the best package of services for the County at the most reasonable cost.

18.5 It is understood and agreed that the County reserves the right to increase or decrease areas of responsibility or modify conditions and specifications by mutual agreement with the selected contractor(s), both at the time of acceptance of this proposal offer as so modified, and subsequent thereto.

19.0 PROPOSAL CONTRACT TERMS

19.1 The proposal shall be binding upon the Proposer in all respects for a period of 90 days from the proposal due date or as otherwise mutually extended in writing by both County and Contractor.

19.2 Beaufort County and the School District intends to award a one (1) year contract, with the option to renew annually for four (4) additional years, not to exceed five (5) years. The term of this contract shall begin July 1, 2014 through June 30, 2019 (Extensions beyond this contract period must be approved by the BCSD Superintendent.)

20.0 TERMS & CONDITIONS

20.1 Terms and conditions will be negotiated prior to contract award. Proposers shall include a copy of their proposed terms and conditions with the Proposal submittal.

20.2 Sections of the RFP, including the specifications and the completed proposal document with required attachments, will become part of the contract documents. Proposers should, therefore, exercise the utmost care in completion of the proposal document and other submissions.

20.3 If the Proposer fails to object to any condition of the RFP, it shall mean that the Proposer agrees with and will comply with the conditions set forth herein.

21.0 TIE PROPOSALS

21.1 Tie proposals will be resolved as outlined in the County Code pertaining to Purchasing, Division 4 and the BCSD purchasing policies and procedures Article IV, 2.0

22.0 STANDARD OF PERFORMANCE

22.1 Contractor must begin and complete the performance of the work required under the contract with all due diligence and must exercise the highest degree of professional skill, confidentiality, and competence in the performance of the services described therein.

22.2 All services required of Contractor must be performed to the satisfaction and approval of the County. Contractor will not be considered to have performed the services unless and until they are so approved. An annual evaluation meeting will be held to discuss the contract, provide feedback, review pricing, etc.

22.3 The failure of Contractor to perform any work required under the contract to the satisfaction and approval of the County will constitute default.

23.0 CONTRACT TERMINATION/CANCELLATION

23.1 Subject to the provisions below, the contract may be terminated for any reason by the County provided a 30-day advance notice in writing is given to the contractor.

(a) Termination for Convenience: In the event that a contract(s) with successful bidder(s) is terminated or canceled upon request and for the convenience of the County without the required thirty (30) days advance written notice, the County may negotiate reasonable termination costs, if applicable.

(b) Termination for Cause: Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply.

24.0 FORCE MAJEURE

The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

25.0 CONFIDENTIALITY

25.1 Proposers shall be required to visibly mark as *"Confidential"* each part of their proposal which they consider to be proprietary information that could be exempt under the Freedom of Information Act. The County reserves the right to determine whether this information should be exempt from disclosure

26.0 **Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion: The contractor certifies, by submission of this document or acceptance of a contract, 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 State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.**
State whether or not your company has been involved in any litigation within the past five (5) years, arising out of your performance by circling YES or NO. If you circled "YES", explain fully in a separate attachment.

PART VI

SPECIAL INSTRUCTIONS

1.0 INTENT TO PERFORM: It is the intent and purpose of the County that this request permits competition. It shall be the offeror's responsibility to advise the Purchasing Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Purchasing Department not later than ten (10) days prior to the proposal opening date. A review of such notifications will be made.

2.0 RECEIPT OF PROPOSAL: Proposals, amendments thereto, or withdrawal requests received after the time advertised for proposal opening will be void, regardless of when they were mailed.

3.0 PREPARATION OF PROPOSAL

3.1 All proposals should be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to reject the proposal.

3.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

3.3 Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

3.4 If your proposal includes any comment over and above the specific information requested in our Request for Proposal (RFP), you are to include this information as a separate appendix to your proposal.

4.0 AMENDMENTS: If it becomes necessary to revise any part of the RFP, an amendment will be provided to all offerors who received the original Request for Proposal. The County shall not be legally bound by an amendment or interpretation that is not in writing.

5.0 ADDITIONAL INFORMATION: Offerors requiring additional information may submit their questions, in writing to the Purchasing Department. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.

6.0 ORAL PRESENTATION/DISCUSSIONS: Any offeror or all offerors may be requested to make an oral presentation of their proposal to the County, after the proposal opening. Discussions may be conducted with responsible offerors, who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirement.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. The purpose of these presentations/discussions will be to:

6.1 Determine in greater detail such offeror's qualifications.

6.2 Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.

6.3 Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.

6.4 Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.

7.0 FUNDING: The offeror shall agree that funds expended for the purposes of the contract must be appropriated by the County Council and the School District for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County and School District's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County and the School District for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

8.0 AWARD: An award resulting from this request shall be awarded to the responsive and responsible offeror (s) whose proposal is determined to be most advantageous to the County and the School District, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received, and in all cases the County and the School District will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP. The County and School District may award one or multiple contracts if determined to be in the best interest of the entities.

9.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION: No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFP, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. All offerors, therefore, must visibly mark as "Confidential" each part of their proposal, which they consider to contain proprietary information.

10.0 DEVIATIONS: Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.

11.0 ALTERNATES: Innovative alternative proposals are encouraged, provided however, that they are clearly identified as such and all deviations from the primary proposal are listed.

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

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

14.0 PROTEST PROCEDURES

14.1 Right to Protest: Any actual or prospective bidder, offeror, or contractor who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.

14.2 Authority to Resolve Protest: The Purchasing Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.

14.3 Decision: If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision, in writing within ten (10) days. The decision shall,

14.3.1 State the reasons for the action taken; and

14.3.2 Inform the protestant of its right to administrative review as provided in this Section.

14.4 Notice of Decision: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

14.5 Finality of Decision: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or

14.5.1 Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.

14.5.2 Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

15. Proposal Warranty

15.1 The Proposer shall represent and warrant that the requirements are fully understood in all matters affecting the performance of the services and furnishing the labor, supplies, material and equipment required of these services; that the proposal has been checked for errors and omissions; that the prices stated are correct and as intended; and that costs stated are a complete and correct statement of prices for performing the work or furnishing the labor, supplies, materials, and equipment in accordance with the contract documents.

PART VII

SUBMISSION REQUIREMENTS

To achieve a uniform review process and allow for adequate comparability, the proposals must be organized in the manner specified below:

1.0 Letter of Transmittal - limit to four printed pages.

1.1 Briefly state your firm's understanding of the work to be done, and make positive commitment to perform the work.

1.2 Identify your proposal's principal strengths.

1.3 Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses, and telephone numbers.

1.4 State whether or not your firm has been involved in any litigation within the past five (5) years, arising out of your performance. Explain fully if it has been involved in any litigation.

1.5 Indicate the number and dates of amendments that you have received.

2.0 Table of Contents - clearly identify the material, by section and page number.

3.0 Submit any deviations from RFP and provide schedule. See Exhibit A.

4.0 Provide summary of experience of personnel. See Exhibit B.

5.0 Provide background and expertise of personnel. See **Exhibit C & D.**

6.0 Use vessel information form to provide required information. See **Exhibit E, F. & G.**

7.0 List several of Offeror's prior similar projects with name, address, and phone of a contact with whom County can discuss proposers past performance.

8.0 Cost proposal. Complete all forms and cost proposal sheets from page 20-36**.**

9.0 Other information and materials which the proposer wishes to submit in support of his proposal, qualifications, etc.

1. List Deviations

_____

_____

_____

_____

_____

2. Provide proposed schedule of daily trips: For qualified Daufuskie Island residents, property owners, and long term renters we are requiring at least one daily round trip during the week and weekends in addition to piggy backing on the School Districts trips during the school year.

3. Provide parking and groundskeeping for a minimum of 35 vehicles on both Daufuskie Island and Hilton Head Island. Contractor must provide the monthly cost for parking (inclusive of grounds maintenance) in their proposal. Rate for parking per day (per vehicle) _____. Monthly parking rate per vehicle_____.

Boat shall not be docked at any public boat landing for more than 3 hours.
Beaufort County Schedule: (Final Schedule to be negotiated with awarded contractor(s):

Mornings

Depart:	DI	6:30	a.m.
Arrive:	HHI	7:10	a.m.
Depart:	HHI	7:30	a.m.
Arrive:	DI	8:10	a.m.
Depart:	DI	11:30	a.m.
Arrive:	HHI	12:10	a.m.

Afternoons

Depart:	HHI	3:30	p.m.
Arrive:	DI	4:10	p.m.
Depart:	DI	4:30	p.m.
Arrive:	HHI	5:10	p.m.
Depart:	HHI	5:30	p.m.
Arrive:	DI	6:10	p.m.

See Exhibit H for Beaufort County Pricing Sheet.

Proposed Docking Location on Hilton Head Island _____

Proposed Docking Location on Daufuskie Island _____

RFP NO_____ EXHIBIT ___B___
PAGE_____1___of__1_____

EXPERIENCE

1. Contract Title_____
2. Contract Period: From _____to_____
3. Geographic Area Served _____
4. Scope of Work

References: Contracting Office _____
Title _____
Address _____
City_____State_____
Telephone_____

EXPERIENCE

1. Contract Title _____
2. Contract Period: From_____to_____
3. Geographic Area Served _____
4. Scope of Work

References: Contracting Office _____
Title _____
Address _____
City_____State_____
Telephone_____

EXPERIENCE

1. Contract Title _____
2. Contract Period: From_____to_____
3. Geographic Area Served _____
4. Scope of Work

References: Contracting Office _____
Title _____
Address _____
City_____State_____
Telephone_____

RFP NO_____ EXHIBIT _____C_____
PAGE____1____ of ____1_____

PERSONNEL STAFFING (include at least 5 years of Captain's employment history)

STAFF MEMBER BACKGROUND AND EXPERTISE OF PERSONNEL

1. _____
(Name)

_____
(Title)

2. _____
(Name)

_____
(Title)

3. _____
(Name)

_____
(Title)

4. _____
(Name)

_____
(Title)

5. _____
(Name)

_____
(Title)

RFP NO._____ EXHIBIT ___D____

PAGE___1___ of ___1___

PERSONNEL STAFFING (include name of first mate and other crew members)

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL

1. _____
   (Name)

   _____
   (Title)

2. _____
   (Name)

   _____
   (Title)

3. _____
   (Name)

   _____
   (Title)

4. _____
   (Name)

   _____
   (Title)

5. _____
   (Name)

   _____
   (Title)

RFP NO._____ EXHIBIT ___E____
PAGE____1____ of ___1__

PRIMARY VESSEL(This form may be use for the County Contract)

VESSEL CHARACTERISTICS

Owner: _____ Operator: _____

Address: _____ _____

_____ _____

_____ _____

Name of Vessel _____

Length _____

Beam _____

Cruising Speed _____

Propulsion (TYPE) _____

Horsepower _____

Communication Equipment_____

Navigation Electronics_____

Radar Type _____

USCG Certified for _____ Passengers _____ Date ______

Cargo/Freight Capacity _____ lb _____ cu.ft.

Constructed Year_____ Last drydock or haul out _____

Location _____

Enclosure: Beam aspect photograph (Contractor must provide vessel photos)

RFP NO._____ EXHIBIT ____F____
PAGE_____1 of 1____

BACK-UP VESSEL

VESSEL CHARACTERISTICS

Owner/Operator/Firm: _____

Address: _____

_____

Name of Vessel _____

Length _____

Beam _____

Cruising Speed _____

Propulsion _____

Communication Equipment _____

Navigation Electronics _____

USCG Certified for _____ Passengers _____ Date _____

Cargo/Freight Capacity _____ lb _____ cu. ft.

Constructed Year_____ Last drydock or haul out _____

Location _____

Enclosure: Beam aspect photograph

How do you plan to back-up this vessel?

_____

_____

Do you have any contracts with others to provide the ferry service, if you could not do so? If so, provide copy of contract and list information on **Exhibit G**.

RFP NO._____ EXHIBIT ___G___
PAGE___1___ of___1___

SUB-CONTRACTOR'S
PRIMARY VESSEL

VESSEL CHARACTERISTICS

Owner: _____ Operator: _____

Address: _____ _____

_____ _____

_____ _____

Name of Vessel _____

Length _____

Beam _____

Cruising Speed _____

Propulsion (TYPE) _____

Horsepower _____

Communication Equipment _____

Navigation Electronics _____

Radar Type _____

USCG Certified for _____ Passengers _____ Date_____

Cargo/Freight Capacity _____ lb _____ cu. ft.

Constructed Year_____ Last drydock or haul out _____

Location _____

Enclosure: Beam aspect photograph (Contractor must provide vessel photos)

Would this sub-contractor meet the County's minimum insurance requirement? _____

COST PROPOSAL

1. Rate per one way trip beginning: _____
2. Rate per round trip:_____
3. Rate per round trip per Medical Evacuation:_____
4. Rate per one way trip for Medical Evacuation: _____

Rate per hour for participation in any Beaufort County Emergency operation as outlined in Attachment I.

	Standby (per hr.)	Underway (per hr.)
First Year	_____	_____
Second Year	_____	_____
Third Year	_____	_____
Fourth Year	_____	_____
Fifth Year	_____	_____

Proposed Hilton Head Island _____

Proposed Daufuskie Island _____

PRICE PROPOSAL AND CERTIFICATION

The undersigned _____, having carefully examined the information
(Name of Offeror)
contained in the Beaufort County RFP Number #_____ dated _____, 2016, proposes to provide Ferry Services to Beaufort County Government, as outlined in this proposal, at the prices specified below:

Provide annual cost for ferry services for Beaufort County:

1. Total annual cost based on two (2) round trips per day (365 days) and all administrative fees, such as provisions for ticket sales/outlet: _____.

Charges for this service shall be based upon actual needs as required. It is **estimated** that the number of fares will depend on the number of riders and trips they make. Therefore, the offeror should provide a cost for one-way fare and a cost for round trip. Usage of the service will be tracked by means of the trip manifest (using a County approved ridership list) that will be converted into a spreadsheet each month for billing. The successful contractor will invoice the County on a monthly basis. Contractor will make provisions for ticket sales/outlet on both sides of the river. The County will require daily round trip transport for Fire and Rescue personnel.

Note: The final ferry services, schedule, and trips will be determined by mutual agreement with the awarded contractor(s), and Beaufort County Council.

In compliance with the Request for Proposal #_____ and subject to all conditions thereof, the undersigned agrees:

(a) This quote, as stated, is open for acceptance for a period of 90 calendar days from the date of opening; and

(b) To furnish all services, materials, and equipment necessary and incidental to perform the subject audits.

CERTIFICATION

CONTRACTOR

HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY GRANT OR CONTRACT WITHIN ANY GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

YES NO (IF “YES” GIVE NAME, ADDRESS, AND TELEPHONE NUMBER OF REVIEWING OFFICE.)

This proposal is submitted for use in connection with and in response to Beaufort County RFP # _____. This is to certify, to the best of my knowledge and belief, that the cost and pricing data summarized herein are complete, current, and accurate as of _____, 2016, and that a financial accounting capability exists to fully and accurately account for the financial transactions under this project. If further certify that I understand that the sub-agreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current, and accurate as of the date above.

This cost proposal is made without prior understanding, agreement, or connections with any corporation, firm, or person submitting a proposal for the same service and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

Signature of Offeror's Representative authorized to enter into contract with Beaufort County Council:

FIRM NAME:_____

BY:_____ DATE:_____
(Signature)

TYPE/PRINT:_____
(Name) (Title)

ADDRESS:_____
(Street Address and/or P. O. Box Number)

_____
(City) (State) (Zip Code)

PHONE: (___)_____ (___)_____
(Area Code) Phone Number (Area Code) Phone Number

EMAIL: _____

FEDERAL ID#:_____ S.C. TAX #:_____

RFP NO. _____ EXHIBIT _____H_____
PAGE _____4 of 4_____

IS YOUR FIRM:

1.	SOLE PROPRIETORSHIP	_____YES	_____NO
2.	PARTNERSHIP	_____YES	_____NO
3.	CORPORATION	_____YES	_____NO

IF COMPANY IS A SOLE PROPRIETORSHIP, LIST THE OWNER'S FULL LEGAL NAME:

IF COMPANY IS A PARTNERSHIP, LIST THE PARTNERS' FULL LEGAL NAMES:

IF COMPANY IS A CORPORATION, LIST THE FULL LEGAL NAME, AS LISTED ON THE CORPORATE CHARTER:

IS THIS FIRM A MINORITY, OR WOMAN-OWNED BUSINESS ENTERPRISE?

_____ YES _____ NO IF YES, SPECIFY: _____MBE _____WBE

HAS THIS FIRM BEEN CERTIFIED AS A MINORITY/WOMAN-OWNED BUSINESS ENTERPRISE BY ANY GOVERNMENTAL AGENCY? _____ YES _____ NO

IF YES, SPECIFY GOVERNMENTAL AGENCY:_____

DATE OF CERTIFICATION:_____

RESIDENT VENDOR PREFERENCE – PARTICIPATION AFFIDAVIT

SECTION 2.537.1

A competitive procurement made by Beaufort County shall be made from responsive and responsible resident vendors in the County for procurement, if such bid does not exceed the lowest qualified bid from a non-county vendor by more than five (5%) percent or Ten Thousand ($10,000) Dollars, whichever is less, of the lowest non-county bidder. The resident vendor has the discretion to match the bid submitted by the non-county vendor and receive the contract award.

A vendor shall be deemed to be a resident of Beaufort County if such vendor is an individual, partnership, association, or corporation that is authorized to transact business within the state, maintains an office in the county, a business license of Beaufort County or one of the municipalities of Beaufort County, maintains a representative inventory of commodities within the county on which the bid is submitted, and has paid all taxes duly assessed.

If the procurement is to be made pursuant to state or federal guidelines which prohibit or restrict a local or state preference, there shall be no local or state preference unless a more restricted variation is allowed under the guidelines. Local/state preference shall not be applied to the procurement of construction services.

The undersigned hereby attests that the criteria of the "RESIDENT VENDOR PREFERENCE, SECTION 2.537.1" are met for the purposes of bid document _____, dated _____.

Company Name:_____Principal Name:_____

Company Address: _____
_____

Secretary of State Designation: (Corporation, Individual, Partnership, other)_____
Beaufort County Business License/Classification:_____
Tax Obligation Current:
Signature of Principal/Date:_____

Witness/Date:_____

Form 2.537.1

NON-DISCRIMINATION STATEMENT (SEC 2.537.2.1)

The bidder certifies that:

(1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to Beaufort County or the performance of any contract resulting there from;

(2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;

(3) In connection herewith, We acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

(4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

(5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

(6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Beaufort County to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

_____ _____

Signature Title

Title VI Statement to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants

It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as "Beaufort County" or "the County", to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County gives notice to all Prime Contractors, Subcontractors, Architects, Engineers, and Consultants that the County assures full compliance with Title VI and its related statues in all programs, activities, and contracts. It is the policy of Beaufort County that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs, activities, or contracts on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its bidding and contract documents.

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor's non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person at compliance@bcgov.net or PO Drawer 1228, Beaufort, SC 29901-1228.

ATTACHMENT 1
ESF-1

TRANSPORTATION

PRIMARY AGENCY: LowCountry Regional Transit Authority

SUPPORT AGENCIES: Palmetto Breeze Transit, Inc.
Beaufort County Disabilities & Special Needs (DSN)
Beaufort County Parks & Leisure Services (PALS)
Beaufort County Senior Services (Council on Aging)

I. INTRODUCTION

A disaster or any emergency may severely damage the local transportation infrastructure. Most state/local transportation activities will be hampered by damaged roads, bridges, and disrupted communications. Responses, which require mass transportation assets, will be coordinated by ESF-1 during immediate pre and post disaster period. The County's emergency responsibility will primarily include the allocation and prioritization of local transportation assets, to include the allocation and prioritization of local transportation assets to include processing all transportation requests from local agencies and local government.

II. GENERAL

A. Purpose

To provide for the coordination and use of all county, public, private, and volunteer transportation resources within Beaufort County during a disaster situation.

B. Organization

The Low Country RTA Director has been assigned as Beaufort County Transportation Unit Leader. The Director is responsible for coordinating transportation assistance to all county, public, private, and volunteer transportation organizations within the County, as requested or required by the disaster event.

III. CONCEPT OF OPERATIONS

A. Transportation operations will be controlled from the County EOC and/or Mobile Command Post.

B. The Transportation Unit Leader will coordinate all unmet transportation requirements during a disaster period.

C. Requests for use of additional transportation resources will be made through the County EOC. State and Federal support will be committed, as available, on a mission type basis upon request to the State.

D. All county, public, private and volunteer transportation organizations may be requested for assistance by the Transportation Unit Leader, when required during a disaster period. These include County departments and other agencies with air-water ground transportation resources.

IV. RESPONSIBILITIES

A. Preparedness/Mitigation

1. **Transportation Service Unit Leader:**

   a. In coordination with the supporting agencies and EMD, develops plans and procedures, organizes personnel, and maintains a readiness posture.

   b. Maintains liaison with the Director of the County EMD, as well as all organizations within the Transportation Service.

   c. Review, develop, and prepare procedures for acquisition of additional equipment, supplies, and resources.

   d. Develops and maintains a transportation resources list by type and availability, maintained under separate cover.

   e. In coordination with the Director of the Beaufort County EMD, reviews the Emergency Public Information materials and obtains evacuation routes to be used during disaster operations.

   f. Conducts a yearly test and exercise of this ESF, when requested by EMD or required for planning updates.

2. **Local Government, Public, Private, and Volunteer Organizations:**

   a. Maintains liaison with the Transportation Service Unit Leader.

b. Develop SOP's for use during disaster operations.

B. **Response.**

1. **Transportation Unit Leader:**

a. Activates ESF-1 upon request of the EMD Director or as required.

b. Provide representative to EOC or Field Command Post.

c. Coordinates and maintains liaison with all organizations supporting the Transportation Service.

d. Maintains liaison with law enforcement personnel regarding traffic flow into and out of the disaster area.

e. Maintains liaison with organizations providing or requiring transportation support.

f. Requests State School Bus Transportation Office to provide support and maintenance for the state owned buses when required.

g. Reports damage to vehicles and equipment to the County EOC.

h. Sets up procedure for refueling of non-county transportation vehicles.

2. **Local Government, Public, Private, and Volunteer Organizations:**

a. Maintain liaison with the Transportation Unit Leader.

b. Keep personnel of their organizations informed on the current situation.

c. Maintain liaison with law enforcement personnel for current information on the traffic control situation.

C. **Recovery**

1. **Transportation Unit Leader:**

   a. Provides transportation support for movement of personnel, supplies, and equipment.

   b. Maintains coordination with the Beaufort County EMD and all organizations of the Transportation Service.

   c. Reports damage to vehicles and equipment to the Beaufort County Risk Manager and requests assistance for replacement equipment as required.

   d. Keep all transportation organizations informed on current situation and projected needs.

   e. Maintain records for labor, materials, and equipment utilized for federal reimbursement.

   f. Provide after-action reports, situation reports, and other reports as required.

2. **Local Government, Public, Private, and Volunteer Organizations:**

   a. Maintain liaison with the Transportation Unit Leader.

   b. Inform all personnel of the current situation.

   c. Move personnel, supplies, and equipment, as required and available.

   d. Report damage to vehicles and equipment to the Transportation Unit Leader.

   e. Maintain records for labor, materials, and equipment utilized for federal reimbursement.

   f. Provide after-action reports, situation reports, and other reports as required.

V. LOCAL STATE FEDERAL INTERFACE

County ESF-1 will coordinate with State/Federal ESF-1 to obtain assistance as required. Care will be taken to coordinate and obtain such civil transportation as required, with the appropriate state and local governmental entities to avoid tasking competing service demands upon the civil transportation sector. Records for labor, materials, and equipment will be maintained for federal reimbursement. After-action reports, situation reports, and other reports will be provided as required.

CONTRACT FOR SERVICES FOR BEAUFORT COUNTY

THIS AGREEMENT (the "Agreement") is made this 1st day of August, 2016, by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter referred to as "County") and Daufuskie Island Ferry Services, LLC, (hereinafter referred to as "Contractor"). This Agreement shall consist of all the terms, conditions, specifications and provisions contained in RFP #042916, and the Contractor's Proposal dated April 29, 2016 and their "Best and Final Offer", attached as Exhibit "A" and "B."

WITNESSETH:

WHEREAS, the Contractor and the County desire to enter into an agreement relating to the provision of Ferry Transportation Service-Daufuskie Island, SC, subject to the terms, specifications, conditions and provisions of the request for proposal #042916 as heretofore mentioned and attached to this Contract Agreement as Exhibits "A" and "B" the Contractor's affiliate's proposal and "Best and Final Offer".

NOW, THEREFORE, the Contractor and the County agree to all of these terms, conditions, specifications, provisions and the special provisions as listed below:

A. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of South Carolina.

B. Any litigation arising out of the Agreement shall be held only in a Circuit Court of Beaufort County, Beaufort, South Carolina, in the Fourteenth Judicial Circuit.

C. The Contractor shall not sublet, assign, nor by means of a stock transfer sale of its business, assign or transfer this Agreement without the written consent of the County.

D. This Agreement, including the terms, conditions, specifications and provisions listed herein makes up the entire agreement between the Contractor and County. No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party hereto.

E. It is understood that this Agreement shall be considered exclusive between the parties.

F. Any provisions of this Agreement found to be prohibited by law shall be ineffective, to the extent of such prohibition, without invalidating the remainder of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1
DESCRIPTION

The Contractor does hereby offer to the County services for the purpose of providing a Ferry Service for Beaufort County as described in the Contractor's RFP # 042916 responses. The contractor will provide passenger ferry services between Daufuskie Island, SC and Hilton Head Island, SC on a daily basis for Daufuskie Island residents, long-term renters, and non-full-time/non-resident property owners. The Contractor will also provide passenger ferry service to government employees (engaged in official Beaufort County business and\or commuting to work stations) including daily transport of Beaufort County Fire and EMS personnel. Additionally, the Contractor will provide emergency medical transport from Daufuskie Island.

The Contractor will make provisions to sell ferry tickets at outlets on both Daufuskie Island and Hilton Head Island. The Contractor will also work with Lowcountry Regional Transit Authority dba Palmetto Breeze Transit to provide ferry ticket sales. The Contractor will also work with Palmetto Breeze Transit and Palmetto Bay Partners, LLC, owner of Palmetto Bay Marina, to provide thirty-five (35) parking spaces for full-time residents of Daufuskie Island. The County will pay Palmetto Breeze Transit separately for ticket sales and parking assignment management. The Contractor is responsible for grounds maintenance of the parking area.

Current pricing for ridership and parking is attached in Exhibit "C". The cost of ridership and parking is subject to change at any time during this contract at the discretion of the County. The cost of passenger luggage and cargo services is the responsibility of the riders and will be charged in accordance with the Contractor's 2016 edition "Haig Point Ferry Company Marine Procedures Manual" (see Exhibit "D").

ARTICLE 2
LIABILITY

The County and Contractor shall not be responsible to each other for any incidental, indirect or consequential damages incurred by either Contractor or County, or for which either party may be liable to any third party, which damages have been or are occasioned by services performed or reports prepared or other work performed hereunder. Further, Contractor's liability to the County and any other party for any losses, injury or damages to persons or properties or work performed arising out of or in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to the Contractor from the County hereunder.

ARTICLE 3
INDEMNIFICATION AND HOLD HARMLESS

The Contractor does hereby agree to indemnify and save harmless the County, its officers, agents and employees from and against any and all liability, claims, demands, damages,

fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature to the extent arising or growing out of or in any way connected with the negligent performance of the Agreement by Contractor, its agents, servants or employees.

ARTICLE 4
ASSIGNMENT

Contractor shall not assign or subcontract any rights or duties of this Agreement, except to an affiliated company, without the expressed written consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment or subcontract without the written consent of the County shall be void and this Agreement shall terminate at the option of the County.

ARTICLE 5
TERM

The initial term of this Agreement shall be for eleven (11) months beginning August 1, 2016, and ending June 30, 2017, with the option to renew for four additional one (1) year renewal terms, for a total not to exceed five (5) years.

ARTICLE 6
COMPENSATION

Compensation is based on Contractor's proposed fee as outlined in their proposal. The fixed fee for ferry services is $325,000 fixed fee; $17,500 for parking on Hilton Head Island and a one-time infrastructure improvement fee of $28,300 (see Exhibit "B" for more detail). In the event 11-month authorized County ridership exceeds 7,350 one way, a per-head price of $12.50 will be charged to the County. The County's total cost of this Agreement through the term of the contract will not exceed $370,800 subject to the terms and conditions of this Agreement. The Contractor shall submit a monthly invoice to the County.

ARTICLE 7
INSURANCE

Contractor does hereby covenant, agree and hereby represent to the County that it has obtained worker's compensation insurance, general liability and damage insurance, as well as providing coverage against potential liability arising from and in any manner relating to the Contractor's performance of the contracted services, all in accordance with and as described in the County's RFP #042916.

ARTICLE 8
DEFAULT

In the event of default or breach of any condition of this Agreement resulting in litigation, the prevailing party would be entitled to reasonable attorneys' fees fixed by the Court. The remedies herein given to the County shall be cumulative, and the exercise of any one remedy by the County shall not be to the exclusion of any other remedy.

ARTICLE 9
TERMINATION

In the event that the Contractor fails to perform (or fails to commence the cure of any breach, which shall be diligently prosecuted in good faith) the services described within five (5) business days of its receipt of a written demand from the County, County may terminate the Agreement immediately upon notice provided such notice is at least five (5) business days following the County's notice of non-performance. In the event that the County breaches any of the terms of this Agreement including, but not limited to, non-payment, and fails to cure such breach within fifteen (15) business days of its receipt of a written demand from the Contractor, the Contractor may terminate the Agreement immediately upon notice, provided such notice is at least fifteen (15) business days following the Contractor's notice of breach. Upon such termination, the County has the right to award the Agreement to an alternate contractor.

Unilateral Termination

Either the Contractor or County may terminate this Agreement following 90 DAYS WRITTEN NOTIFICATION TO THE OTHER PARTY. Upon such termination, the County shall pay the Contractor for all services performed hereunder up through the date of such termination. Unilateral termination may entitle the Contractor to reasonable costs allocable to the contract for work or costs incurred by the Contractor up to the date of termination. The Contractor must not be paid compensation as a result of a termination that exceeds the amount necessary to pay for work to be performed under the Agreement.

ARTICLE 10
COUNTY RESPONSIBILITIES

The County will be responsible to provide the Contractor reasonable access to County locations when necessary, ensure the cooperation of County employees in activities reasonable and appropriate under this Agreement, and obtain authorization for access to third party sites, if required.

ARTICLE 11
FORCE MAJEURE

Should performance of Contractor services be materially affected by causes beyond its reasonable control, a Force Majeure results. Force Majeure includes, but is not restricted to, acts of God, acts of a legislative, administrative or judicial entity, acts of contractors other than subcontractors of the Contractor, fires, floods, labor disturbances, and unusually severe weather.

Contractor will be granted a time extension and the parties will negotiate an adjustment to the fee, where appropriate, based upon the effect of the Force Majeure upon Contractor's performance.

ARTICLE 12
SEVERABILITY

Every term or provision of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

ARTICLE 13
INDEPENDENT CONTRACTOR

The Contractor shall be fully independent in performing the services and shall not act as an agent or employee of the County. As such, the Contractor shall be solely responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions and taxes, if any.

ARTICLE 14
NON-DISCRIMINATION CLAUSE

It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as "Beaufort County" or "the County", to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County gives notice to all Contractors who engage in business with the County that the County assures full compliance with Title VI and its related statues in all programs, activities, and contracts. It is the policy of Beaufort County that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs, activities, or contracts on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including procurements of

materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its bidding and contract documents.

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information.

In the event of the Contractor's non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to: Withholding of payments to the Contractor under the contract until the Contractor complies, and/or Cancellation, termination, or suspension of the contract, in whole or in part.

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 15
NOTICE

The Contractor and the County shall notify each other of service of any notice of violation of any law, regulation, permit or license relating to the services; initiation of any proceedings to revoke any permits or licenses which relate to such services; revocation of any permits, licenses or other governmental authorizations relating to such services; or commencement of any litigation that could affect such services. Such notice shall be delivered by U. S. mail with proper postage affixed thereto and addressed as follows:

County: Beaufort County Administrator
P. O. Drawer 1228
Beaufort, SC 29901-1228

Beaufort County
Attn: Beaufort County Purchasing Director
P. O. Drawer 1228
Beaufort, SC 29901-1228

Contractor: Daufuskie Island Ferry Service, LLC
Attn: Mr. Doug Egly, Chief Executive Officer
10 Haig Point Circle
Hilton Head Island, SC 29928

ARTICLE 16
TOTAL AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto. No representations, warranties or promises pertaining to this Agreement have been made or shall be binding upon any of the parties, except as expressly stated herein.

This Agreement shall be construed in accordance and governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WITNESSES:

BEAUFORT COUNTY, a political Subdivision of the State of South Carolina

Signature:
Name: Gary Kubic, County Administrator
P. O. Drawer 1228
Beaufort, SC 29901-1228

WITNESSES:

Daufuskie Island Ferry Service, LLC

Signature:
Name: Doug Egly, CEO
Address: 10 Haig Point Circle
Hilton Head Island, SC 29928

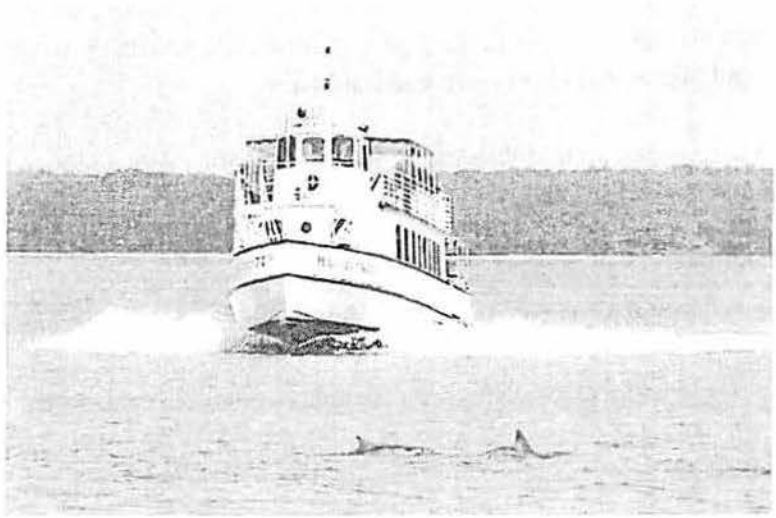
ORIGINAL

HAIG POINT
— DAUFUSKIE ISLAND —

Beaufort County, SC

Ferry Transportation Services – Daufuskie Island

RFP # 042916



Submitted by Haig Point Ferry Company Inc.
April 29, 2016

EXHIBIT "A"

HAIG POINT
— DAUFUSKIE ISLAND —

29 April, 2016

County Council of Beaufort County
Purchasing Department
Post Office Drawer 1228
Beaufort, SC 29901

Re: Request for Proposal No. 042916

Dear Mr. Thomas,

Haig Point Ferry Company (HPFC) is very pleased to submit our proposal to provide ferry transportation services for Daufuskie Island. The attached documents outline our approach and addresses the information requirements outlined in the Request for Proposal (RFP).

HPFC is best positioned to provide passenger ferry services between Daufuskie Island and Hilton Head Island, SC. Our proposal is built on 30 years of demonstrated success providing trained, certified crews, reliable vessels, and customer oriented service. Passenger safety and comfort is incorporated in all our operations. HPFC proven record of providing service between Hilton Head and Daufuskie, 7 days-a-week, throughout the year is unsurpassed. Currently we operate fifteen round trips transits daily between Hilton Head and Daufuskie.

Having operated so long in and around Daufuskie coupled with the depth and breadth of services offered, our proposal is sound and our pricing provides outstanding value for Beaufort County.

HPFC will be ready to begin operations in fulfillment of this proposal on July 1, 2016. This proposal will remain firm for at least 90 days from the closing date for submission of proposals.

Should you desire or require any clarifications, please don't hesitate to contact me.

Doug Egly

Doug Egly
Chief Executive Officer
Haig Point Club & Community Association, Inc.
10 Haig Point Circle
Hilton Head Island, SC 29928

Ferry Transportation Services – Daufuskie Island
For Beaufort County

RFP # 042916

1.1 Our understanding of the work to be accomplished:

Provide daily passenger ferry service from Hilton Head to Daufuskie Island and back for:

- Island residents and long-term renters, as well as non-full-time resident property owners as defined by proper ID or as approved by the County Administrator or his designee.
- Governmental employees (engaged in official business and/or commuting to work stations) including daily transport of Beaufort County Fire and EMS personnel.
- Provide emergency medical transports from Daufuskie Island.

1.2 The elements of our proposal that we believe will provide a quality service for Beaufort County are as follows:

- Haig Point Ferry Company (HPFC) fleet consists a total of six well maintained and Coast Guard approved ferry boats. Primary and back-up vessels to support this contract are highlighted in Exhibits E and F.
- The Captains and Mates who work for the Haig Point Ferry Company are experienced and certified. Many are long term employees very familiar with Daufuskie ferry operations and who all meet the requirements specified in the RFP. (See Exhibits C and D).
- Subject to our cargo policy, there will be no additional charge will be made for customary personal items (luggage, groceries, and small household items) of less than a full container. These items will be collected by staff prior to boarding, and retrieved by passengers after the transit.
- HPFC boats will accommodate bicycles and golf bags. Full containers or open carts for larger items will be subject to charges consistent with our present policy for Haig Point residents.
- Haig Point utilizes an access management system to control access to the ferries. HPFC is prepared to extend this system to island residents and frequent riders to ease boarding and identification.
- Proposed ferry schedule with early morning/evening departures supports off-island employment for Daufuskie residents and affords local area vendors/service providers/contractors easier access to Daufuskie
- 7-day/week, 365-day/year schedules establish reliable transportation to/from Daufuskie fueling growth potential for Beaufort County. The Daufuskie Island Council has identified improved transportation as a top priority.

- Use of Palmetto Bay Marina on Hilton Head Island provides improved embarkation. Convenient parking, multiple commercial venues, ease of waterfront access all conducive to positive passenger experience.
- Late evening run offered by Haig Point will permit first of its kind opportunity for island residents and guests to return to island from extended visits to mainland.
- Preferred discount fares will be offered to support the annual 'Daufuskie Day' Gullah celebration.
- Properly identified governmental employees (engaged in official business and\or commuting to work stations) including Beaufort County Fire and EMS personnel will be allowed to ride on the regularly scheduled Haig Point ferry boats departing Hilton Head or Daufuskie Island. Parking will be made available for them on Hilton Head and Daufuskie Island.
- HPFC maintains 24-hour/day duty Captain to facilitate transport of emergency medical transports from Daufuskie Island to Harbour Town as required.
- HPFC will provide gratis fares for certified hospice care providers for on-island patients. HPFC has experience coordinating with County EMS and funeral home staff on decedent affairs.
- Haig Point maintains a relationship with Sea Pines Resort and pays for docking privileges at Harbour Town, which help facilitate medical transports from Daufuskie Island to Harbour Town.
- Haig Point provides gratis fares for minsters and clergy of the First African Baptist Church on Daufuskie Island.

1.3 The responsible individuals for the Haig Point Ferry Company are:

1. Mr. Doug Egly, Haig Point CEO, (843) 341-8141, degly@haigpoint.com
2. Mr. Richard Inglis, Haig Point Director of Transportation Services, (843) 341-8106, ringlis@haigpoint.com

1.4 The Haig Point Ferry Company Inc. has not been involved in any litigation arising out of performance or otherwise.

1.5 At the time of the writing of the proposal we have received no Addendums.

2.0 Table of Contents

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3.0 – Exhibit A: Deviations and Schedule

1. **Deviations:**

   A. The Haig Point Ferry Company is proposing a comprehensive fixed-price bid which includes

      a. Passenger ferry transportation between Daufuskie Island and Hilton Head Island, SC for permanent residents, part-time residents, and long term renters as approved by the County Administrator as outlined in the RFP and this proposal.

      b. Transportation to and from Daufuskie Island for Beaufort County's governmental employees (engaged in official business and\or commuting to work stations) including Beaufort County Fire and EMS personnel.

      c. Ferry transportation from Daufuskie Island to Harbour Town for emergency medical transports, as outlined in the RFP and this proposal.

      d. Parking and grounds keeping on both Hilton Head Island and Daufuskie Island for those individuals listed above.

   B. This bid includes a one-time infrastructure improvement provision for the upgrade of passenger and cargo handling facilities

   C. The opportunity to negotiate with Beaufort County and the School District the fixed pricing of this contract if operating expenses, such as fuel, increase more than 5% annually during this contract. This percentage increase will be determined by the Consumer Price Index (CRI) and will be mutually agreed upon by Beaufort County, Beaufort County School District and Haig Point Ferry Company.

   D. The Haig Point Pelican will serve as a backup boat and does meet the 45-passenger requirement (40 passenger).

2. Proposed schedule of daily trips for Daufuskie Island residents, property owners and long term renters:

PBM: Palmetto Bay Marina	ML: Melrose Landing
HHI: Hilton Head Island	DI: Daufuskie Island

Mornings

Depart: PBM HHI	6:00 AM	Arrive: ML DI	6:45 AM
Depart: ML DI	7:00 AM	Arrive: PBM HHI	7:45 AM
Depart: PBM HHI	8:00 AM	Arrive: ML DI	8:45 AM
Depart: ML DI	9:00 AM	Arrive: PBM HHI	9:45 AM

3.0 – Exhibit A: Deviations and Schedule

Afternoons

Depart: PBM HHI	3:00 PM	Arrive: ML DI	3:45 PM
Depart: ML DI	4:00 PM	Arrive: PBM HHI	4:45 PM
Depart: PBM HHI	5:00 PM	Arrive: ML DI	5:45 PM
Depart: ML DI	6:00 PM	Arrive: PBM HHI	6:45 PM

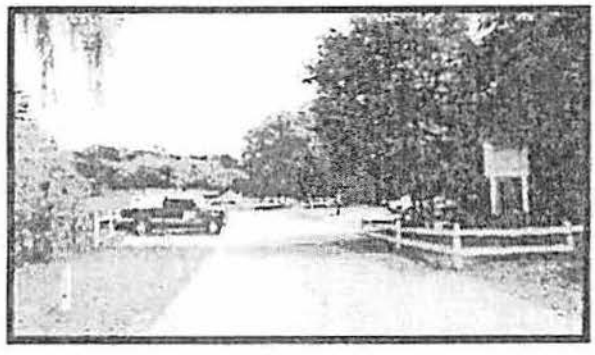
Evenings

Island riders will be offered after hour access to the Haig Point member late evening ferry run at 11:30 PM between HHI and DI.

3. Parking for Daufuskie Island residents. property owners and long term renters

Proposed Parking on Hilton Head Island at Palmetto Bay Marina

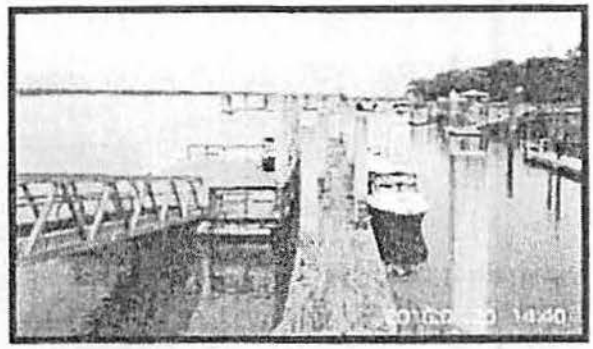
Proposed Parking on Daufuskie Island at Melrose Landing



3.0 – Exhibit A: Deviations and Schedule

Proposed Docking on Hilton Head Island: Palmetto Bay Marina

Proposed Docking on Daufuskie Island: Melrose Landing



5.0 -- Exhibit C: Background of Personnel (Captains)

Captain Mike Bennett, Master 100 tons

- Three years with Haig Point Ferry Co
- Professional Experience:
  - I2 Recycle-Owner and Operator
- Hobbies: Water Sports, Hunting and Fishing
- Favorite Nautical Movie: Pirates of the Caribbean
- Additional Licensing: Experience Green, HAZMAT
- Education: Business Administration College

Captain Bruce Carter, Master 100 tons

- Two years with Haig Point Ferry Co
- Professional Experience:
  - Bloody Pt Plantation (3 years)
  - Commercial Fishing (15 years)
  - Shipping to Belize
  - Diving business in Key West
- Education: 2 yrs. College

Captain John Cartrette, Master 100 tons

- 3 years with Haig Point
- Professional Experience:
  - Atlantic Marine Construction-Barge Foreman & Captain
- Hobbies/Activities: Metal detecting and boating
- Favorite Nautical Movie: Deadliest Catch
- Additional Licensing: COL class B

5.0 -- Exhibit C: Background of Personnel (Captains)

Captain Antonio Chalmers, Master 100 tons

USCG license #USA000319472

- Seven years with Haig Point Ferry Co
- Professional Experience:
  - Lowes/CSA
  - Haig Point Boat Mate
- Hobbies/Activities: Basketball, working out, jet skis
- Favorite Nautical Movie: Ironman, Fast & Furious, Superman

Captain James (Peto) Chaplin, Master 100 tons

USCG license #USA000267272

- Three years with Haig Point Ferry Co
- Professional Experience:
  - Atlantic Marine Construction-Barge Foreman & Tug Captain
- Hobbies/Activities: Metal Detecting, boating activities
- Favorite Nautical Movie: Deadliest Catch
- Additional Licensing: COL Class B

Captain Cindy Holland, Master 100 tons

- Four years with Haig Point Ferry Co
- Professional Experience:
  - Haig Point Captain (2 years)
  - Charter Boat Captain (28 years)
  - Commercial Fishing in NC (8 years)
- Hobbies: Fishing, baseball coaching
- Favorite Nautical Movie: Perfect Storm/Titanic
- Education: 2 yrs. College

SLED background checks are conducted on all captains annually

5.0 -- Exhibit C: Background of Personnel (Captains)

Captain Richard Inglis, Master 100 tons
Director of Transportation

License #USA000172124

- 2 years with Haig Point Ferry Co as DT
- Professional Experience:
  - 4 years as Owner/Operator of Palmetto Ferry Company
  - Haig Point Ferry Company (22 yrs.)
  - Captain aboard Expedition Yacht (322 ton vessel)
- Hobbies: Fishing, small boat building
- Additional Licensing: Radar Observer-inland, Ordinary Seaman, Wiper, Steward Department, Advanced Fire Fighting, Life Boat Certificate (STCW) **USCG licensed since 1985**

Captain Bob Paulik Master 100 tons

License #USA000172124

- Twenty-three years with Haig Point Ferry Co
- Professional Experience:
  - Haig Point Captain (2 years)
  - Beaufort Co. School District– Sub Teacher
  - Lived and worked in Alaska (10 yrs.)
- Hobbies: Biking, fishing, kayaking, tennis
- Favorite Nautical Movie: Moby Dick
- Education: BS in Education

Captain Ray Morris, Master 100 tons
Senior Captain

License #USA000113767

- Twenty nine years with Haig Point Ferry Co
- Professional Experience:
- Hobbies: Fishing, boating and travel
- Favorite Nautical Movie: Titanic
- Education: Bachelor of Science

5.0 -- Exhibit C: Background of Personnel (Captains)

Captain Robert Morris, Master 100 tons

License #USA000345038 (licensed for 30 years)
Thirty years with Haig Point

- Professional Experience:
  - Self Employed
- Hobbies: Sailing, scuba diving, fishing, DNR volunteer, Logger Head Turtle Protection, Pritchard Island DNR
- Favorite Movie: Captain Ron
- Education: BA Business *Clemson 1979*

Captain Dave Rasmussen, Master 100 tons

License #USA000342357 (licensed for 30 years)
9 months with Haig Point as **Lead Captain**

- Professional Experience:
  - Savannah Riverboat Cruises (3 years)
  - Various Charter Operations in SC (15 years)
  - Private Yacht Captain (10 years)
- Additional Licensing: Vessel Security Officer endorsement
  Auxiliary Sail Endorsement
- Education: BA Business *University of SC 1988*
  MA Leadership *Liberty University 2010*

Captain Edward Roberts, Master 100 tons

License #USA000266440 (licensed for 29 years)

- Four years with Haig Point Ferry Co
- Professional Experience:
  Haig Point Captain (2 years)
  Charter Boat Captain-54 ft Hatteras(28 years)
  Commercial Fishing in NC (8 years)
- Hobbies: Fishing, baseball coaching
- Favorite Nautical Movie: Perfect Storm/Titanic/The Notebook

5.0 -- Exhibit C: Background of Personnel (Captains)

Captain Bernard Shoemaker, Master 100 tons

License # USA000247716 (licensed for 28 years)

- Twenty-six years with Haig Point Ferry Co
- Professional Experience:
  44 years working on the local water
  26 years with Haig Point
- Hobbies: Biking, fishing
- Favorite Nautical Movie: Moby Dick

5.0 -- Exhibit C: Background of Personnel (Mates)

Duke Clark, 3rd Mate (holds 100 ton Master)

- 8 months with Haig Point Ferry Co
- Professional Experience:
  - USCG Auxiliary
  - Sun City-golf course maintenance/design
- Hobbies: Hunting & Fishing
- Favorite Nautical Movie: The Guardian
- Education: Local High School Graduate

John Coulter, 2nd Mate

- Five years with Haig Point Ferry Co
- Professional Experience:
  - City of Cincinnati, OH
  - GIS department (twenty-four yrs)
- Hobbies: Fishing, Golf, Metal Detecting
- Favorite Nautical Movie: The Water is Wide
- Education: AS Degree in Surveying

- Education: 2 yrs. College

Michael Davis, Deck Hand

- 3 years with Haig Point Ferry Co
- Professional Experience:
  - Palmetto Propane (3 years)
  - Kellogg Co., Memphis, TN (39 years)
- Hobbies: Church-1st African Baptist on Daufuskie Is. Spending time with family, walking my dogs
- Favorite Nautical Movie: Capt. Phillips, Titanic
- Additional Licensing: American Heart CPR & 1st Aid

5.0 -- Exhibit C: Background of Personnel (Mates)

Robert Levis, 3rd Mate

8 months with Haig Point Ferry Co

- Professional Experience:
  Worked in the food and beverage industry
- Hobbies: Painting and Skateboarding
- Favorite Nautical Movie: A Beautiful Mind
- Education: Local High School Graduate

Dennis Morris , 1st Mate

- Fifteen years with Haig Point Ferry Co
- Professional Experience:
- Self Employed for Thirty Years
- Hobbies: Golf, Model Trains, Cowboy Shooting
- Favorite Nautical Movie: Victory at Sea
- Education: BS Mechanical Engineering

Eugene Orage, 3rd Mate

49 years experience on the local waters

- 1year with Haig Point Ferry Co
- Professional Experience:
  Shrimp Boat Owner and Captain 1967-2005
  2006-2010 Palmetto Ferry Company
- Hobbies: Fishing and shrimping
- Favorite Nautical Movie: Purple Rain

5.0 -- Exhibit C: Background of Personnel (Mates)

Eric Ramirez, Deck Hand

- 8 months with Haig Point Ferry Co
- Professional Experience:
  Worked in the food and beverage industry
- Hobbies: Painting and Skateboarding
- Favorite Nautical Movie: A Beautiful Mind
- Education: Local High School Graduate

Bobby Steinhauser, 2nd Mate

- First Year with Haig Point Ferry Co
- Professional Experience:
  Sr Deck Hand with Savannah Riverboat Cruises (5 yrs)
  Youth Director at St. George's Episcopal
  Ghost Tour Guide at Oglethorpe Tours (2 years)
- Hobbies: Disc Golf
- Favorite Nautical Movie: Men of Honor
- Education: BA History, Armstrong State University

- Education: 2 yrs. College

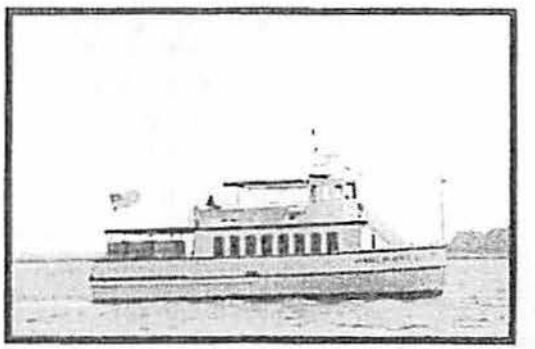
Michael Wolf, 1st Mate

- 2 years with Haig Point Ferry Co
- Professional Experience:
  Haig Point Ferry Company (2 years)
- Hobbies: Basketball and going to the beach
- Favorite Nautical Movie: The Guardian
- Education: High School Graduate

John Schartner, 3rd Mate

- Seven years with Haig Point Ferry Co
  - Overnight Front Desk, Haig Point
  - Calibogue Kitchen @ Haig Point
  - Owner/Operator Scuba School (22 years)
- Hobbies: Landscaping, rebuilding classis yachts
- Favorite Nautical Movie: Pirates of the Caribbean
- Activities: Council Co-chair Daufuskie Island Council for road improvements. Volunteer Daufuskie Island Fire Department

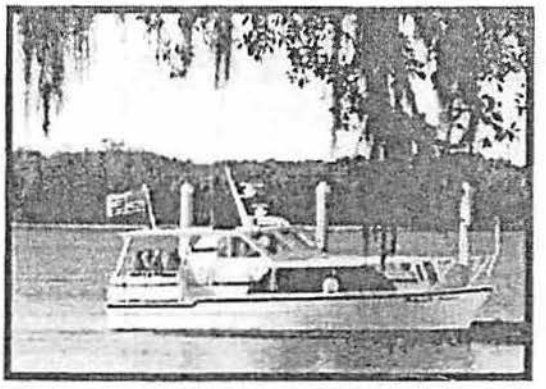
6.0 -- Exhibit E: Primary Vessel Information



PRIMARY VESSEL CHARACTERISTICS

Owner:	Haig Point Club and Community Association Ferry Company INC.	Operator:	Haig Point Ferry Company, INC.
Address:	10 Haig Point Cir Hilton Head Island, SC, 29928		P. O. Box 43 Daufuskie Island, SC, 29915
Name of Vessel:	Haig Point I & II (two boats)		
Length:	55.3'	Beam:	17.2'
Cruising Speed:	20 knots	Cargo Capacity:	6200 lbs
Propulsion:	Twin inboard diesels	Horsepower:	750 (375 X 2)
Communication Equipment:	VHF Marine Radio, 2-way Radio, Cell Phone	Navigation Electronics:	Radar, Depth Sounder, Garmin GPS Map, Compass
USCG Certified:		Passengers:	86
Constructed:	1986-1987	Last Haul-Out:	April 2016/December 2015
Location:	Haig Point Welcome Center 10 Haig Point Cir Hilton Head Island, SC		

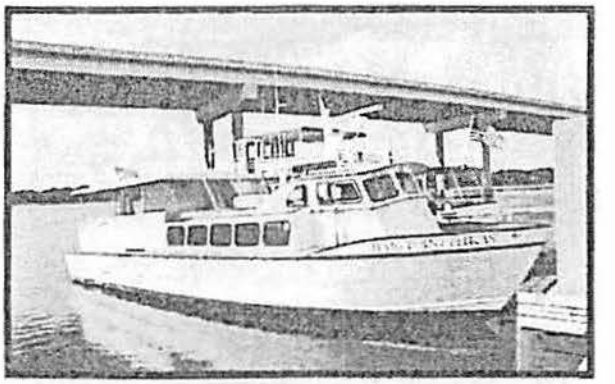
6.0 -- Exhibit E: Primary Vessel Information



BACK-UP VESSEL CHARACTERISTICS

Owner:	Palmetto Marine of the Lowcountry, Inc	Operator:	Haig Point Ferry Company, INC.
Address:	5 Ocean Watch Daufuskie Island, SC 29915		P. O. Box 43 Daufuskie Island, SC. 29915
Name of Vessel:	Palmetto Merchant		
Length:	48.9	Beam:	16.7
Cruising Speed:	25 knots		
Propulsion:	Twin inboard diesels	Horsepower:	1,200 (600 X 2)
Communication Equipment:	VHF Marine Radio, 2-way Radio, Cell Phone	Navigation Electronics:	Marine Radar, Depth Sounder, Compass & GPS
USCG Certified:		Passengers:	49
Constructed:	1987	Last Haul-Out:	March 2016
Location:	Haig Point Welcome Center 10 Haig Point Cir Hilton Head Island, SC		

6.0 -- Exhibit F: Back-Up Vessel Information



BACK-UP VESSEL CHARACTERISTICS

Owner:	Haig Point Club and Community Association Ferry Company INC.	Operator:	Haig Point Ferry Company, INC.
Address:	10 Haig Point Cir Hilton Head Island, SC, 29928		P. O. Box 43 Daufuskie Island, SC, 29915
Name of Vessel:	Haig Point Pelican		
Length:	46'	Beam:	15'
Cruising Speed:	20 knots	Cargo Capacity:	4000 lbs
Propulsion:	Twin inboard diesels	Horsepower:	750 (375 X 2)
Communication Equipment:	VHF Marine Radio, 2-way Radio, Cell Phone	Navigation Electronics:	Marine Radar, Depth Sounder, Compass, GPS
USCG Certified:		Passengers:	40
Constructed:	1981	Last Haul-Out:	June 2015
Location:	Haig Point Welcome Center 10 Haig Point Cir Hilton Head Island, SC		

6.0 -- Exhibit G: Sub-Contractors

SUB-CONTRACTOR

The Haig Point Ferry Company does not plan to sub-contract any of the work as outlined in this proposal.

7.0 – Prior Projects

A. Experience

a. Contract Title:	Beaufort County School Contract
b. Contract Period:	From July 1, 2014 – Present
c. Geographic Area Served:	Daufuskie Island and Hilton Head
d. Scope of Work:	Passenger ferry transportation of students
References:	
	Beaufort County School District Auxiliary Services 2900 Mink Point Rd. Beaufort, SC 29902 (843) 322-0770

B. Experience

a. Contract Title:	U.S. Postal Service Contract
b. Contract Period:	From March 1, 2015 – Present
c. Geographic Area Served:	Daufuskie Island
d. Scope of Work:	U.S. Mail transportation and delivery
References:	
	U.S. Post Office Contract Services 10 Bow Cir. Hilton Head Island, SC, 29928 (843) 785-7002

Haig Point is currently providing ferry services the following agencies/businesses:

1. Daufuskie Courier Service/UPS, P.O. Box 40, Daufuskie Island, 29915; Martha Hutton; Telephone Number 843 505-0777

2. The Greenery Inc., P.O. Box 6569, Hilton Head Island, SC 29938. Jim Van Dike; Telephone Number 843-785-3848

3. Daufuskie Island Fire Department, Daufuskie Island, SC 29915. Chief Eddie Boys; Telephone Number 843 785-8358

4. Beaufort County EMS, Daufuskie Island, SC 29915 Telephone Number: 843-785-8418.

8.0 -- Exhibit H: Cost Proposal

COST PROPOSAL

1. Rate per one-way trip beginning:	Not applicable for this proposal
2. Rate per round trip:	Not applicable for this proposal
3. Rate per round trip per Medical Evacuation	Not applicable for this proposal
4. Rate per one-way trip per Medical Evacuation	Not applicable for this proposal

Rate per hour for participation in any Beaufort County Emergency operation as outlined in attachment 1:

	Stand by (per hr.)	Underway (per hr.)
First Year	$75.00/hr.	$400.00/hr.
Second Year	+CPI	+CPI
Third Year	+CPI	+CPI
Fourth Year	+CPI	+CPI
Fifth Year	+CPI	+CPI

Proposed Docking on Hilton Head Island: Palmetto Bay Marina

Proposed Docking on Daufuskie Island: Daufuskie Island Landing

8.0 -- Exhibit H: Cost Proposal

PRICE PROPOSAL AND CERTIFICATION

The undersigned, Doug Egly, Haig Point CEO, having carefully examined the information contained in the Beaufort County RFP Number # 042916 proposes to provide services outlined in this proposal, at the prices specified below:

Beaufort County Ferry Services

- A year one fixed cost of $325,000 for transport of properly identified island residents, long-term renters, and non-full-time resident property owners.
- In the first optional renewal year, a fixed cost reduction to $315,000
- In the second optional renewal year, a fixed cost reduction to $300,000
- In the event fiscal year (1 July-30 June) authorized County ridership exceeds 8,000 one-way (10% increase over prior FY), a per-head price of $12.50 will be charged.
- No additional cost for properly identified governmental employees.
- No additional cost for emergency medical transports.

Hilton Head Island Parking

$17,500 for parking and grounds keeping for a minimum of 35 vehicles on Hinton Head Island.

Daufuskie Island Parking

No additional cost for parking and grounds keeping for a minimum of 35 vehicles on Daufuskie Island.

Infrastructure Improvements

$75,000 for infrastructure improvements in the first year only for upgrade of passenger and cargo handling facilities.

In compliance with the Request for Proposal #042916 and subject to all conditions thereof, the undersigned agrees:

a. This quote, as stated, is open for acceptance for a period of 90 calendar days from the date of opening; and

b. To furnish all services, materials, and equipment necessary and incidental to perform the work described in this proposal.

CERTIFICATION

CONTRACTOR

HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY GRANT OR CONTRACT WITHIN ANY GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

NO

8.0 -- Exhibit H: Cost Proposal

This proposal is submitted for use in connection with and in response to Beaufort County and Beaufort County School District RFP # 042916. This is to certify, to the best of my knowledge and belief, that the cost and pricing data summarized herein are complete, current, and accurate as of April 29, 2016, and that a financial accounting capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the sub-agreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current, and accurate as of the date above.

This cost proposal is made without prior understanding, agreement, or connections with any corporation, firm, or person submitting a proposal for the same service and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

Signature of Offeror's Representative authorized to enter into contract with Beaufort County Council:

FIRM NAME: Haig Point Ferry Company Inc.

BY: Doug Egly (Signature) Date 4-28-16

TYPE/PRINT: Doug Egly, Haig Point CEO

ADDRESS: 10 Haig Point Circle
Hilton Head Island SC 29928

PHONE: (843) 341-8141

EMAIL: degly@haigpoint.com

FEDERAL ID #: 57-1118568

8.0 -- Exhibit H: Cost Proposal

Is Your Firm --	YES	NO
Sole Proprietorship?		XX
Partnership?		XX
Corporation?	XX	

IF COMPANY IS A SOLE PROPRIETORSHIP, LIST THE OWNER'S FULL LEGAL NAME: N/A

IF COMPANY IS A PARTNERSHIP. LIST THE PARTNERS' FULL LEGAL NAMES: N/A

IF COMPANY IS A CORPORATION, LIST THE FULL LEGAL NAME, AS LISTED ON THE CORPORATE CHARTER:

HPCCA Ferry Company
Inc. 10 Haig Point Circle
Hilton Head Island, SC 29928

IS THIS FIRM A MINORITY, OR WOMAN-OWNED BUSINESS ENTERPRISE?

_____ YES X NO IF YES, SPECIFY: _____MBE __WBE

HAS THIS FIRM BEEN CERTIFIED AS A MINORITY/WOMAN -OWNED BUSINESS ENTERPRISE BY ANY GOVERNMENTAL AGENCY?_____YES, X NO

IF YES, SPECIFY GOVERNMENTAL AGENCY: _____

DATE OF CERTIFICATION. _____

RESIDENT VENDOR PREFERENCE - PARTICIPATION AFFIDAVIT

SECTION 2.537.1

A competitive procurement made by Beaufort County shall be made from responsive and responsible resident vendors in the County for procurement, if such bid does not exceed the lowest qualified bid from a non-county vendor by more than five (5%) percent or Ten Thousand ($10,000) Dollars, whichever is less, of the lowest non-county bidder. The resident vendor has the discretion to match the bid submitted by the non-county vendor and receive the contract award.

The vendor shall be deemed to be a resident of Beaufort County if such vendor is an individual, partnership, association, or corporation that is authorized to transact business within the state, maintains an office in the county, a business license of Beaufort County or one of the municipalities of Beaufort County, maintains a representative inventory of commodities within the county on which the bid is submitted, and has paid all taxes duly assessed.

If the procurement is to be made pursuant to state or federal guidelines which prohibit or restrict a local or state preference, there shall be no local or state preference unless a more restricted variation is allowed under the guidelines. Local/state preference shall not be applied to the procurement of construction services.

The undersigned hereby attests that the criteria of the "RESIDENT VENDOR PREFERENCE, SECTION 2.537.1" are met for the purposes of bid document RFP #042916, dated April 29, 2016.

Company Name:	Haig Point Ferry Company Inc.
Principal Name:	Doug Egly
Company Address:	10 Haig Point Circle Hilton Head, SC, 29928
Secretary of State Designation:	Corporation
Beaufort County Business License/Classification	X
Tax Obligation Current:	Yes

Signature of Principal Doug Egly Date 4-28-16

Witness Date 4/28/16

NON-DISCRIMINATION STATEMENT (SEC 2.537.2.1)

The bidder certifies that:

1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to Beaufort County or the performance of any contract resulting there from:
2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
3) In connection herewith, we acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with maximum practicable opportunities to do business with this Company;
4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
5) That the promise of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
6) That the failure of this Company to satisfactorily discharge any of the promises of non- discrimination as made and set forth herein hall constitute a material breach of contract entitling Beaufort County to declare the contract in default and to exercise and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and forfeiture of compensation due and owing on a contract.

Doug Egly — CEO

Signature — Title

HAIG POINT
— DAUFUSKIE ISLAND —

Exhibit B

24 June, 2016

County Council of Beaufort County
Purchasing Department
Post Office Drawer 1228
Beaufort, SC 29901

Re: Request for Proposal No. 042916

Dear Mr. Thomas,

Thank-you for the opportunity to address the questions posed on our Tuesday, 21 June, conference call. Our responses:

1. Haig Point prefers an 11-month contract, 1 August, 2016 – 30 June, 2017.
2. Haig Point affirms its proposal price of $325,000 fixed fee for ferry transportation services, and $17,500 for parking on Hilton Head. In the event 11-month authorized County ridership exceeds 7,350 one way, a per-head price of $12.50 will be charged. Haig Point will revise its fee for infrastructure improvements to $28,300. The infrastructure fee will be directed to:
   - Improve cargo handling and staging
   - Provide pier accessibility improvements
   - Parking security

   These actions will be complete within 90-days of receipt of funds.

3. Haig Point anticipates employing its current cargo/freight procedures to the new service:
   - Groceries, hand luggage, and personnel items will be transported at no cost.
   - Oversized items such as appliances, bedding, large televisions, furniture, and mechanical equipment that cannot fit in cargo trailers will be subject to additional charges.
4. Ticket sales on Hilton Head will be conducted at Palmetto Bay Marina. On Daufuskie, tickets will be sold at the County Landing and Melrose Landing.

Additionally, after internal discussion, Haig Point prefers that Palmetto Breeze continue to administer the identification card, ticket sale, and parking programs.

EXHIBIT "B"

As discussed on Tuesday, Haig Point will establish a website and maintain trip manifests. We prefer a one-year contract with up to four additional one year renewals with the County and contractor having the right to negotiate annual contract price adjustments related to fuel prices and the CPI, South Urban, all items.

We look forward to hearing from you and should you require any clarifications, please don't hesitate to contact me or Richard Inglis.

Doug Egly
Chief Executive Officer
Haig Point Club & Community Association, Inc.
10 Haig Point Circle
Hilton Head Island, SC 29928

Exhibit C

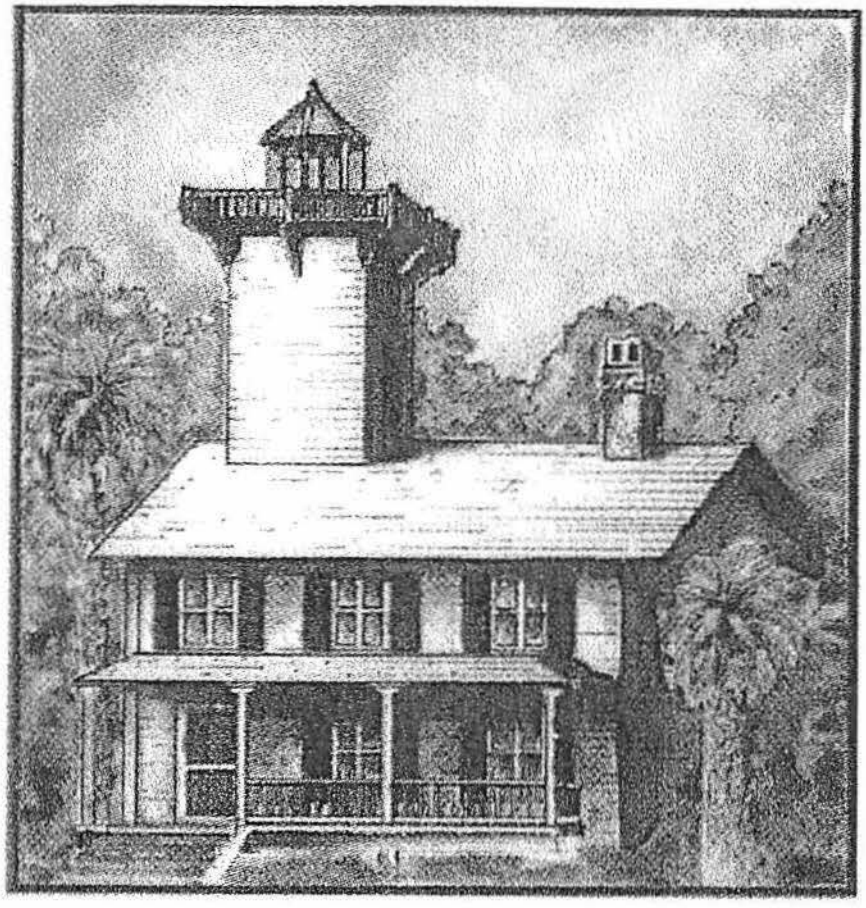
"Current Pricing for Ridership"

This exhibit is in reference to the Agreement made August 1, 2016 by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter referred to as "County") and Haig Point Ferry Company, Inc., (hereinafter referred to as "Contractor").

Photo identification (ID) cards for ferry services to/from Daufuskie Island, SC and Hilton Head Island, SC should be issued at four (4) different classification levels:

Level 1 $2.00 One-way	**Full-time Resident Senior (Age 65+)** **Full-time Resident with Disabilities** - Must present proof of medical restriction, e.g. Medicaid or Medicare certification issued by the SC Department Health and Environmental Control **Full-time Students/Minors** - Full-time resident students/minors age 5 to 18
Level 2 $3.00 One-way	**Full-time Resident (4% Tax-Rate Homeowner)** - Eligibility determined from the records of the Beaufort County Assessor's Office. - The County may request a copy of closing documents and/or certificate of occupancy to verify recent purchases and/or new home construction.
Level 3 $4.00 One-way	**Full-time Resident Renter (Non-landowner/Non-property owner)** - Must provide a signed lease/rental agreement from landlord verifying rental term for a period of at least one (1) year/twelve (12) consecutive months. The County may request a notarized document.
Level 4 $7.00 One-way	**Property Owner (6% Tax-Rate and non-full-time resident)** - Eligibility determined from the records of the Beaufort County Assessor's Office.

NOTE: Children under the age of four (4) are not required to have an ID and may ride without a ticket.



HAIG POINT

Haig Point Ferry Company

Marine Procedures Manual

2016

EXHIBIT "D"

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Welcome Aboard!

If you have received this training schedule manual, you have made the first of many steps to become part of a proficient and professional crew here at Haig Point Ferry Company. We have veterans who have served here for over 30 years, and others, who have returned to establish themselves as Merchant Mariner Professionals.

There are many opportunities out there to operate inspected vessels, but nowhere will you find the synergy and culture that is cultivated here at Haig Point. Our hope is that you will feel like you're one of the family and come along side and nurture others in the process of developing skills and seamanship. We desire to set the standard in the industry and to raise the bar for ourselves as well as for others.

There are many faces to learn, internally as well as externally and we stand ready to help you make the adjustment to your new position. New systems and ways of procuring results that bring success will always be cultivated. In the process, we also know you may bring something to the table that would benefit all of us, so please always feel free to share your ideas.

This manual was designed to simply give you opportunity to see our operation in full swing, to observe our professional mariners, and then, have the opportunity to put your skills to the test.

After 30 years on vessels from the smallest single screw vessel to over 245 feet on a cruise ship, I am still learning and developing skills that I hope to use for still many years ahead. All of us together want you to succeed. As you complete this training period and have the crew sign off on your completed tasks, know that by the end of the process, we will be confident to let you "set sail" and begin this new journey as a Haig Point Crew Member.

Once again, welcome aboard! Please don't hesitate to speak with me as you navigate this new journey here at Haig Point Club.

Fair Winds and Following Seas,

Dave Rasmussen
Lead Captain
U.S.C.G Master 500 tons

Mission Statement

Our department is responsible for transporting passengers and their cargo for Haig Point members, guest's employees and service workers. Safety and Customer service are our top priorities. We are responsible for making living on an island with no bridge and no cars as convenient as possible while creating a unique "island lifestyle" for our members and their guests to enjoy. The goal is to make the movement of cargo and passengers from the Welcome Center, by boat and then by land to the final destination as "seamless" as possible.

Employment with Haig Point Club and Community Association (HPCCA) is voluntarily entered into, and the employee is free to resign at will at anytime, with or without cause. Similarly, HPCCA may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law.

Policies and procedures set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between HPCCA and any of its employees. The provisions of the handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at HPCCA's sole discretion.

A 90-day orientation period is provided to train for your new position. Although the end of the orientation should instill most of your skill set; all staff is to remain focused on consistent improvements in the system and our individual performance.

You will be assigned to work with a qualified trainer for 14-21 days, depending on your position with us. You will report to the Lead Captain each day of your shift in order for you to have all the information required to ensure your success at meeting our service standards. You will receive 2 evaluations; one at forty-five days and one at ninety.

I. General Work Policies

1. Arrive at the Embarkation no later than: 30 minutes prior to the vessel departure. Your ID card is you boarding pass in the event you have to ride over to Haig Point to begin your shift. Do not call to ask them to hold the boat because you are running several minutes behind. They will not wait. If you are late call or text the Lead Captain, Dave Rasmussen (843-384-4505) and your assigned trainer.
2. To catch the ferry leaving Haig Point to the Welcome Center, arrive at least: 15 minutes after the hour. Your ID card is your boarding pass. Your nametag must be worn for the time you leave your car to come to work till the time you get back to your car.
3. Always sit on the benches in the front of the cabin on the boat or you can sit upstairs. The tables are for Members, Property Owners and Guests
4. Always wear a clean uniform and the shirt tail must be tucked in from the time you leave your car to come to work till the time you get back to your car.
5. Always be friendly and courteous and polite.
6. Always park in the designated parking lot for employees at the Welcome Center.
7. When operating any of the golf carts and utility vehicles, ZES (Zero Energy State) Turn the key off, remove the key from the ignition switch, place the cart in neutral and set the hill brake when you exit the cart
8. When starting your shift from the Welcome Center, you are required to be on the dock before the boat arrives to assist in docking procedures.

II. Uniform Policy

- One essential part of professional customer service is the staff appearance. The following uniform policy is provided so as to set the standard for each of us to follow.
- All staff members will wear their uniform correctly from the time they leave the employee parking lot, to begin their shift, until they get back to the employee parking lot at the end of their shift.
- Shirttails will be tucked in neatly at all times. The belt buckle needs to be visible and polished

- Nametags must be worn on the shirt at all times. If a jacket is being worn, the nametag will be on the jacket with the exception of the foul weather jacket.
- Haircuts, beard and mustache must maintain a neat appearance
-

Summer Uniform (April1 to October 1)

- Khaki company issued pants or shorts
- Greg Norman white golf shirt, company issue
- Nametag will be worn, on the outer garment from arrival in the parking lot till you depart the parking lot
- Company issued belt and buckle
- Brown or Black shoes
- Company hat - OPTIONAL
- Light uniform jacket - OPTIONAL
- Rain suit - OPTIONAL

Winter Uniform (October 1 to April 1)

- Khaki company issued pants only
- Neptune uniform coat
- V-Neck Sweater
- Short sleeve or Long sleeve knit shirts - OPTIONAL
- Khaki knit cap - OPTIONAL
- Only company issued optional accessories may be worn. Any other logo than Haig Point is prohibited.
- Rain Suit

III. Safety

Safety is our top priority. An accident free environment for our guests and an accident free work place for our people are achievable. Regular safety meetings, equipment and procedure safety audits, personal commitment and support from management and the company will ensure that we work to the highest possible safety standards.

APPEARANCE & GROOMING

Professionalism is an important part of Haig Point's success. Our appearance and grooming standards are designed to ensure that employees consistently project a professional image in their daily representation of our company.

We are service professionals who uphold the reputation of Haig Point by maintaining a professional image at all times and in all places. Therefore, Haig Point employees are required to adhere to company appearance and grooming standards in alignment with department specific guidelines.

GENERAL PERSONAL HYGIENE & APPEARANCE STANDARDS:

- All employees should exercise sound business judgment with regard to personal appearance, dress and grooming to enable them to be most effective in the performance of their duties
- Employees are required to exercise care in personal hygiene, such as daily bathing, shaving, use of deodorant, cleaning of teeth, and maintaining clean and neatly trimmed fingernails without designs or excessive polish
- Colognes/perfumes should be used conservatively; jewelry should be kept to a minimum
- No chewing gum
- Hair must be clean and neat; no extreme hairstyles or hair color
- For gentlemen, hair must be neat and trimmed at or above the standard collar line, no ponytails; beard and mustaches are acceptable if trimmed and neat. Mustaches will not extend below the upper lip
- For ladies, make-up should be conservative and tastefully applied and not excessive; fingernails should be a conservative length; if worn, nail polish must be a conservative color
- Footwear must clean; correct color based on your position/ department; rubber, slip resistant or non-skid soles are required by this department
- Body jewelry and alternate piercing must be removed, concealed or hidden while at work; also tattoos are to be concealed and not visible during work even if long sleeves are required
- Nametag must be worn at all times on the right side, including during Ferry rides to and from Haig Point; name tags should be worm approximately 2-3 inches below your collarbone; no decorations are allowed on name tags, unless approved by management

• Personal items such as cell phones, personal pagers, keys, combs, backpacks, purses, briefcases, or other large items these must be kept in your locker/backpack.

UNIFORM STANDARDS

• Uniforms must be worn at all times while on shift, including during ferry rides to and from Haig
Point
• Uniforms should be cleaned and laundered, free of odors or stains, neatly pressed, with no rips, holes, or tears; employees cannot alter uniforms without approval from their manager
• Shirts must be tucked in from the time you leave your car till you return to your car; belts, if worn, must compliment attire; no ornamental buckles or large oversized belts are permitted
• All employees are required to wear undergarments; T-shirts must be white with no prints; undergarments cannot be visible through the uniform
• If you are on property, while off-duty, please keep in mind that clothing can be casual, but must be appropriate in the work place
• All uniforms are the property of Haig Point and must be returned in good condition upon termination

JEWELRY

• For ladies, no more than two pair of earrings per ear. Earrings are not permitted for males employees.
• A maximum of two simple rings on each hand. A wedding/engagement ring is considered one ring.
• No pins/brooches or any other attachment other than name tags and service pin on any uniform

IV. General Safety Policies

Proper lifting techniques

All staff members are to practice proper lifting techniques. Any items that weigh more than 50 pounds and up to and including 75lbs require two people. Use your legs, keep the item close to your torso and do not twist while lifting.

Vehicle Operation

All vehicles should be operated according to the manufacturer's instructions. Obey all traffic laws with particular attention to speed limits and traffic signs. Seat belts must be utilized if the vehicle is so equipped.
A driver's license is required to be a crew member. Our insurance company will check DMV records from time to time. If you do not have a valid driver's license you may be relieved of duty until you can obtain a new license or prove that your license is valid. Excessive traffic violations may cause our insurance company to deny coverage for you to operate company equipment depending in part on the nature of the violations.

Reckless Conduct

Reckless conduct of any kind associated with vehicles, equipment or otherwise is strictly prohibited.

V. Work Rules

General work rules, policies and procedures are included in this operations manual that you will receive on your first day of work. Keep it handy and familiarize yourself with its contents.

VI. Service Standards

High quality professional transportation services are your primary goals.

VII. Drug and Alcohol Policy

The drug and alcohol policy is also provided in your new hire package.

VIII. Communications

Company telephones are for company business only. Personal phone calls and long distance use is prohibited, unless it is an emergency situation and authorized by a supervisor. Captains are provided a 2 way radio as well as a cel phone on each vessel.

IX. Personal Cell Phones

Personal Cell phone use including text messages is only allowed during break times. Personal cell phone use during non-break time is strictly prohibited.

X. Interpersonal Communications

All personnel should treat both fellow workers and customers with respect and in a business-like manner at all times. A positive upbeat demeanor is mandatory at all times. We want our customer's experience to be exceptional at all times.

HAIG POINT EMPLOYEE HOSPITALITY

The role of the employee in the business of hospitality is defined as:

KNOWING THE PART

ACTING THE PART

LOOKING THE PART

Probably the most important factor in the creation of hospitality is the "spirit" of the people involved. No matter how much money is spent on the excellence of the physical product if the spirit of hospitality is not apparent, then the product produced will not achieve its maximum potential emotional value. Therefore, from the standpoint of our audience/customer, what we are doing isn't as important as how we are doing it.

That doesn't mean that a poor mechanic can get the job done with simply an outgoing spirit of hospitality. What it does mean is that among an array of excellent mechanics those whose performances excel in creating that spirit will succeed where the others will fail. Each of us wears two hats - one that fills the technical requirements of the job, and the other the "performance or spirit" requirements.

It is important that you know the technical requirements of your job exceedingly well so well in fact, that superior technical performance is almost second nature. The best artists or craftsmen all have one thing in common.

They appear to achieve their high degree of excellence in a manner that makes it look easy. That kind of superior technical performance is what we need to strive for.

For example, there is an excellent restaurant which was for years "floor managed" by a Maitre' D who was always calmly in command of every situation. He was never ruffled always smiling and never angry. He did his job well, and he made it look easy because he was always "in control."
He retired and was replaced by an equally efficient Maitre' D who was excitable and went about his tasks with a worried expression and a frantic pace. Technically, he was the equal of his predecessor, but he gave the appearance of not knowing his job. His customers were less confident and reassured that he knew what he was doing. If this were to happen at Haig Point, people would hesitate to buy real estate or join our Club.

XI.

The "performance or spirit" requirements of knowing the part centers around four values:

COURTESY

WELCOMING ATTITUDE

THE SMILE OF GREETING

BEING A GOOD LISTENER

These qualities are basic to the creation of the spirit of hospitality. It is just as important that we express these qualities in our relationship with our Haig Point colleagues as it is between our customer/prospects and ourselves. This must be ingrained in our behavior and attitude at all times.

How much better a stage presentation is when the performers appear to be enjoying what they are doing and enjoying their relationship with each other. That friendliness is picked up by an audience and their own sense of enjoyment is enhanced.

When that kind of enjoyment enhancement happens at Haig Point, people will be encouraged to stay as Property Owners or Club Members. Regardless of what else is going on in your life or how angry, depressed or tired you may be, when you walk out on the stage we call Haig Point, remember that you are in the business of hospitality, and that means making people feel good about being at Haig Point.

All of the foregoing has involved - **Knowing the Part** - It sets the tone for **acting the Part.** No one handles acting the Part better than the people at Disney World in Florida or Disney Land in California. At Walt Disney Universal, employees go through several days of intensive orientation to emphasize their role as a performer on stage. No one is suggesting that Haig Point is Disney World, but the principles of "on stage performance" are the same. Let's identify a few of these basics and see how we can work to put them into each of our performances at Haig Point.

First of all, note how much of what we said was based on **SIMPLE, YET GRACIOUS, GOOD MANNERS.**

This was more than response. This was an extension of a sense of interest in and concern for the "audience's" feelings, and most of all, a sense of enjoyment.

TRAIN YOURSELF TO GREET VISITORS WITH FRIENDLY WORDS OF WELCOME:

Don't just nod and mutter a toneless "Hello."
SMILE! Say "Nice to see You, I hope you are having a nice day."
"Isn't it a great day?" **SMILE, BE PLEASANT!**

WHENEVER POSSIBLE, CALL GUESTS BY THEIR NAME.

If you don't recognize a regular visitor, try to find out his/her name and store it into memory for the next time.

MAKE VISITORS FEEL IMPORTANT TO YOU BY NOTICING THEM, GREETING THEM AND EXTENDING YOURSELF TO THEM.

MAKE VISITORS FEEL THAT YOU ARE ON THEIR SIDE.

This is especially important if you sense that they are distressed or concerned about something. Offer to be of help to them. Don't be afraid to say something like: "you look as though you have a question (problem). Is there any way I may be of assistance?"

KNOW YOUR PRODUCT - HAIG POINT!

Read and familiarize yourself with the information supplied to you. Ask questions of your supervisors so that you are well informed. An uninformed performer is a negative influence on a visitor.

LISTEN, LISTEN, LISTEN!

Listen not for just what is being said, but also for what lies just under the surface between the lines. Listen for ways all of us can improve what we are doing to meet the needs of our customers. See that those suggestions are reported to your supervisor or directly to me. We need your help in this important "feedback" system.

WHEN YOU ARE HANDLING A REQUEST, REPEAT YOU'RE UNDERSTANDING OF THE REQUEST TO MAKE SURE YOU AND THE CUSTOMER ARE COMMUNICATING ACCURATELY.

This is especially important taking telephone questions or requests.

WHEN YOU ARE HANDLING A COMPLAINT, BE CHEERFUL AND GRACIOUS.

Remember the words **THANK YOU** and **I'M SORRY.** Be ready to go an extra step to compensate a customer who believes he/she has been inconvenienced.

Case in point, let's says there is a mix up in a lunch or dinner reservation. First of all, try to straighten it out without the guest knowing that there is a problem. If that is not possible, when it is straightened out, inform the Club Manager on Duty who can extend his/her apologies for any inconvenience, and perhaps offer a complimentary aperitif or cordial. The important point is: **BE READY TO TAKE EXTRA STEPS.**

CHAPTER ONE
INTRODUCTION

COMPANY GOALS

The Haig Point Ferry Company (HPFC) is dependent on the contributions of each employee in order to be successful. We recognize that the welfare and happiness of each employee is essential to our continued prosperity.

HPFC's goal is to provide the safest, most efficient marine transportation service available. HPFC recognizes and supports every United States Coast Guard rules and regulations for the operation of small passenger vessels. It is the captain's responsibility to know and obey all of the appropriate rules.

The success of the HPFC depends in large measure on the constant promotion of the Company's goals. Employees are expected to be aware of their individual and collective importance in maintaining good community and public relations for Haig Point. Employees of the HPFC are required to observe and adhere to all rules and regulations of Haig Point Club. In addition to these rules, each member of the Ferry Company will strictly adhere to the rules and guidelines established by the Marine Transportation Department.

KEY OBJECTIVES

SAFETY

- To provide the safest Marine Transportation System available through weekly safety training, including exercises, drills and study materials.
- To provide an accident and injury free work environment.
- To identify potential hazards and report them to management.
- To complete all training and maintain current CPR and first aid certification.
- To strive toward an accident free performance by promoting safe work habits.
- To promote the Company Safety and Loss Prevention Program.

SEAMANSHIP

- To operate all company vessels within U.S. Coast Guard regulations for the operation of small passenger vessels.
- To learn and develop the necessary skills and seamanship required to respond to routine and emergency situations.

LEADERSHIP

The Captain will manage the vessels and crew while serving as a front line supervisor. The Captain will:

- Communicate effectively with crew and support personnel in order to coordinate the smooth flow of passengers and cargo.
- Demonstrate conflict resolution skills relating to internal and external customers.
- Foster cooperation and teamwork.
- Always promote company goals and objectives.

PRESENTATION

- To work effectively through good human relations skills to ensure a positive experience for members, guests, and employees.
- To demonstrate professional and courteous service under a variety of conditions and to enforce federal, state and company regulations.
- To greet guests in a professional and friendly manner and to make sure the docks and vessels meet our quality standard that provides for a positive experience.

Welcome Center Embarkation Center Operations (200)

FERRY SCHEDULE		WATER TAXI SCHEDULE	
Departs Hilton Head	Departs Haig Point	Departs Haig Point	Departs Harbour Town
6:30 am	6:30 am	7:10 am	7:20 am
7:30 am	7:40 am	8:10 am	8:20 am
8:30 am	8:40 am	9:10 am	9:20 am
9:30 am	9:40 am	10:10 am	10:20 pm
10:30 am	-	11:10 am	11:20 am
-	11:40 am	12:10pm	12:20pm
12:30 pm	-	1:10 pm	1:20 pm
-	1:40 pm	2:10 pm	2:20 pm
2:30 pm	2:40 pm	3:10 pm	3:20 pm
3:30 pm	3:40 pm	4:10 pm	4:20 pm
4:30 pm	4:40 pm	5:10 pm	5:20 pm
5:30 pm	5:40 pm	6:10 pm	6:20 pm
6:30 pm	6:40 pm	7:10 pm	7:20 pm
7:30 pm	7:40 pm	8:10 pm	8:20 pm
8:30 pm	8:40 pm	9:10 pm	9:20 pm
9:30 pm	9:40 pm	10:10 pm	10:20 pm
10:30 pm	10:40 pm	11:10 pm	11:20 pm
11:30 pm	11:40 pm	-	-

From the Welcome Center the ferries depart at: 30 after the hour on the assigned hour. All departing cargo will be loaded and properly labeled for delivery or Valet Station pickup up and annotated on the Ferry Cargo Log Sheet, up to: 20 minutes past. The Ferry Captain is assigned to the Embarkation Center from: 10 after, to: 25 after to supervise the loading, tagging, and the issue of boarding passes.

The Welcome Center boat will arrive at: 10 past the hour from 7:00 am to 11:00 pm each day. The boat departs: 30 minutes after the hour from 7:30 am to 10:30 pm is the last scheduled Ferry each day.

The Welcome Center Valets are responsible for checking in cargo and customer luggage.
Provide detailed customer service in answering questions and solving logistical issues for the guest. Between arrivals and departures the valet is responsible for keeping the Embarkation area clean; serve as a security watchman over the Welcome Center property, clean trailers and carts as needed.

*Specifications for cargo are listed in this operations manual (section 14). It is the Welcome Center Valet's primary responsibility to ensure that the policies for shipping cargo on the Haig Point Ferry Company vessels are strictly enforced.

Haig Point Transportation Organizational Chart

Chairman of the board

Director of Transportation Services

LT Trans MGR	Sr Engineer Shop	Lead Captain
Asst. MGR	Engineer	Asst. Captain
LT Supervisor	Mechanic	Sr Captain
Sr. Valet	Jr Mechanic	Captain
Valet Driver	Mechanic Helper	Jr Captain
		First Mate
		Sr. Mate

CHAPTER TWO
SAFETY

POLICY STATEMENT

Haig Point prides itself on being an excellent place for employees to work and for the members and the guests of Haig Point to enjoy a safe boating experience. In order to achieve this goal, we are committed to establishing and maintaining a safety program which will minimize accidents and their costs.

We believe adherence to this program will provide the guidance necessary for all Marine Transportation (MT) employees to carry out their tasks in a way which provides for their safety, the safety of the vessel, and the safety of the passengers. To be successful, this program will require the contribution, participation, and support of each member of the MT staff. The consistent application of these policies and procedures is the only way to ensure our customer's safety.

PURPOSE

Safety is the most important aspect of the vessel's operation and cannot be assumed. It must be foremost in the minds of the captains and mates and in the minds of the other employees that utilize this service. Accidents result in unnecessary pain and suffering and can be costly to the Company. Therefore, the purpose of this Safety Procedure section of the Haig Point Ferry Company Training Manual is to help raise the safety awareness of all marine transportation employees.

A majority of accidents can be avoided by applying common sense and adhering to applicable United States Coast Guard regulations and company policies. This section will help establish a basic set of operating and training guidelines for captains and mates. The Haig Point Safety Program also should be used as a tool to help employees work safely. Training of new employees and drills will enable us to complete our goal of having the safest Marine Transportation System available.

SAFETY COMMITMENT

Safety and the prevention of injury to passengers and crew require a commitment by management and employees. This commitment includes:

- Clearly established objectives for worker safety through these operations handbook Title 46, CFRS, 72 Colregs and the employee handbook.
- Clearly established authority and responsibility for safety. The captain assumes final authority over all aspects of the vessel's operation.
- Commitment of resources to workplace safety and health. The Company will provide equipment and training time to ensure the crew are properly prepared for emergencies.
- Comprehensive assessment to identify present and potential safety and/or health hazards.
- Hazard assessment at regular intervals, by someone who can recognize existing and potential hazards at the site.

HPFC will provide:

- A reliable means for employees to notify appropriate management personnel about conditions that appear hazardous.

- A maintenance program to prevent equipment from becoming hazardous.

- A system of reviewing and investigating accidents or near-miss incidents, keeping records, and implementing preventive actions.

- An understanding of the hazards associated with the job and practices for controlling employee exposure to them.

- Training for employees on safe work procedures, the hazards they control and how to protect passengers while simultaneously learning these procedures. Providing information to employees to help them understand why safe procedures are necessary.

- Where personal protective equipment is required, ensuring that it is properly used and maintained.

- That all employees know what to do in case of emergencies; such as fires, man overboard, medical emergencies, and major breakdowns.

- Security threats.

SAFETY TRAINING

The Haig Point Ferry Company has the responsibility for providing continuous on-the-job training to each employee on topics that encourage and permit the employee to do his job safely and efficiently. Each Captain should help in this training during the normal course of each shift. This training included, but is not limited to:

- Accident reporting
- Anchoring/Mooring
- Boarding Safety
- Cart Safety
- Checkrides
- Compartment/Hatch Safety
- Company Safety Orientation Refresher
- Conflict Resolution Skills
- Damage Control/Emergency Pumps
- Diesel Engine Orientation
- Distress Signals
- EAP/1 Hr Drug Training Reg.
- Electrical Systems Review
- Electric Shock Prevention
- Emergency Radio Communication
- Fire Training
- Fueling Procedures
- Heavy Weather Operations Review
- Hurricane Preparation
- Inflatable PFD Policies
- Knots/Marlinespike
- Man Overboard

- Mates Boat Handling Skills
- Medical Emergency on Board
- Medical Evacuation Procedures
- Oil/Fuel Spill Procedures
- Other Training Completed
- Passenger Safety Policies
- Personnel Protective Equipment (PPE)
- Professional Conduct
- Proper Lifting Techniques
- Quality Enhancement Techniques
- Safe Management Training Process
- Security Practices
- Single Engine Approach/Departures
- Slips/Falls Prevention
- T-Boat Regulations
- Team Building Skills
- Test Questions/Professional Refreshers
- Towing/Transferring Passengers
- Transferring Passengers
- Unsafe Conditions Reporting

In addition, instruction must be given in the use of equipment in order to maximize its capabilities as well as to prolong its usable life and to prevent accidents. Every employee is expected to request instruction in those tasks or on those pieces of equipment with which they are not familiar.

NEW EMPLOYEE PROCEDURES

When a new employee is hired, he or she will:

- Train with qualified personnel for two to four weeks.
- Receive a complete company briefing.
- Tour Haig Point.
- Receive a training schedule and be assigned to a training crew.
- Receive a new hire marine skills checklist.
- Receive a Training Manual.
- Receive uniforms and an inflatable PFD.

NEW EMPLOYEE ORIENTATION

It is the intent of Haig Point to maintain a safe vessel for all passengers and employees, and at all times to minimize the possibility of injury to employees and passengers. It is mandatory that special attention be given to new employees to insure that they will perform their jobs safely and effectively.

CAPTAIN'S DUTIES AND RESPONSIBLITIES

The sole responsibility for the safety of the vessel rests with the Captain (Master of the Vessel). The importance of his/her understanding of the detailed operation of the vessel, especially the lifesaving, firefighting, and safety systems cannot be over emphasized. This also included having a good understanding of the capabilities of the crew.

Coast Guard regulations: require that all licensed officers become familiar with the vessel they are to operate prior to assuming their duties. In addition to knowing all of the duties of the Mates, Captains should be especially familiar with the vessel's machinery. The importance of this cannot be overstated since our vessels are not required to have a licensed engineer on board. In reality the Captain is also the "chief engineer" of the vessel. He/she should be able to operate and trouble shoot the main engines, generator(s), fire and bilge pumps, steering gear, alarms, and all electrical systems. He/she must also be able to perform the required daily maintenance for this machinery.

Navigation equipment: The Captain should know the location of all the proper operation of the vessel's depth sounder, VHF radio, radar and GPS. He/she should also be familiar with the operation of the vessel's wipers, ship's horn, bell, fog signal, and know the location of the hurricane flashlight in the pilothouse.

Certifications: The Captain must fully understand any restrictions placed on the vessel's Certificate of Inspection regarding the route, manning, number of passengers, and operation of the vessel. He/she must also make sure the vessel has all of the required lifesaving and firefighting equipment and that it is in good working order. The stability of the vessel must be considered especially with passengers on the upper decks. Never allow more than 40 people to occupy the upper deck of a ferry. The Captain must be aware of the estimated weight of cargo.

Maneuvering: The Captain must have a basic knowledge of the vessel's maneuvering characteristics before assuming responsibility for the vessel. This included awareness of the vessel's pivot point, turning distance at different speeds and response time of clutches. How the vessel turns with the wind and stopping distances are points to master.

Route: The Captain must be familiar with the vessel's route. He/she should have a good understanding of the sea conditions: height of the tide times of high and low tides, natural and man-made ranges, and the numbers, names and characteristics of the aids to navigation along the route. It is important that the Captain know the proper compass headings and turn bearings and not just navigate by 'marker hopping' since low visibility may make the makers unable to be seen.

The Captain must know what to do in an emergency situation: fire, man overboard, security threats, or ship collision. He/she must also be familiar with the various places along the route where he/she could safely dock in order to disembark passengers or make an emergency landing. This included proper procedures for contacting the Coast Guard or Haig Point Security in order to contact the local police, a fire station or to arrange for an ambulance as needed.

Captains should be familiar with and be able to complete the USCGT-Boat Check List. (See appendix 1) In addition to completion of all Coast Guard requirements for appropriate operator's license, a copy of a current license and current FCC Marine Operators permit should be on file with the Lead Captain.

MATES/DECKHANDS DUTIES AND RESPONSIBILITIES

Although Mates are not required to be licensed, we strive for the greatest degree of professionalism from our Mates and Deckhands. The number of Mates on a vessel is determined by the Coast Guard officer in charge, Marine Inspection and is recorded on the vessel's Certificate of Inspection. Since there are very few required licensed officers on board during a trip (usually just one), it is critical that all Mates are able to effectively respond to shipboard emergencies.

Rule # 5 from the 72 Colegs is as follows:

Every vessel shall at all times maintain a proper look-out by sight and hearing as well as by all available means appropriate in the prevailing circumstances and conditions so as to make a full appraisal of the situation and of the risk of collision.

The mate serving on board as the primary crew member and any dead heading marine staff will serve as lookouts at all times when the vessel is underway. You are standing watch while on board. While on watch we are to be observant, attentive and alert.

The lookout duties are performed in a variety of ways:

- Sight – Watch from any position on the boat from any deck looking in all Directions. This includes looking out from the cabin and aft decks.

- Hearing – Listen for unusual noises from your vessel and other vessels or shore side facilities.

- Smell – Pay attention to unusual odors: especially smoke.

- Vessel Handling – Sluggishness, lists or any unusual handling characteristics should be signals that catch your attention.

Overall, once properly trained, the mate must be aware of the boat's position at all times. This can easily be accomplished while you are carrying out routine responsibilities such as checking passengers in on the manifest.

By knowing the routine operation, you can identify problems such as slowing down or speeding up at unusual times, loud noises, and unusual course changes. Or trust in your sixth sense if you fell something isn't 'right': follow up on it. If you suspect that the captain has lost control of the vessel, another vessel appears to be on a collision course or may be operating recklessly in close proximity to our vessel; it is incumbent on you to take action early by taking a closer look a the situation or by checking on the captain to make sure everything is normal. This can be done without alarming passengers, crew or

the captain. The key is to be ever vigilant and ready to respond effectively in the event that a risk of collision exists.

Mates should:

- Know the location and type of all portable fire extinguishers throughout the vessel and how to properly use them. They should be able to operate the emergency and fire pumps including proper operation of the valves.
- Be familiar with onboard compartment ventilation shut offs, fuel cutoff valves, and air box shut down are also required.
- Know the location of all life jackets and the proper method of donning them. They should know the location of all life rings and know which ones have water lights.
- Perform rounds of the vessel at regular intervals while underway, keeping the Captain advised of actual potential safety problems. Some of the most important things to be on guard against are fire, passengers falling, unusual engine or engine room noises and anything out of the ordinary.
- Keep a sharp eye on the passengers, especially in high danger locations such as deck rail areas, doorways with raised thresholds, and stairways. Particular attention should be paid to young children and the elderly or disabled passengers who may require assistance while walking about the vessel or on the dock.
- Keep a close watch on passengers who appear intoxicated.
- Pay particular attention to areas where passengers can slip and fall, such as restrooms and stairs.
- Assist the Captain in undocking and docking and cleaning the vessel.
- Be familiar with proper line handling techniques and have a good sense of distance judging.
- Understand the one foot rule as it applies to docking situations.
- Hold current course completion certificates in basic CPR and First Aid and have a good working knowledge of these procedures.
- Follow policy on boarding process and procedures

Trained Mates are one of the keys to a successful and safe operation. The Captain cannot be the "on the scene leader" during a shipboard emergency since he usually must remain in the pilothouse while the vessel is underway. He depends on the Mates to be his eyes and ears. They must know what initial action to take in order to minimize the effect of any danger.

ENGINE ROOM SAFETY

Extreme caution is required when working around the machinery and systems in the engine room. No loose clothing should be allowed near running engines or pumps. Many parts of the engines (exhausts, cooling lines, oil lines) are very hot, even after being shut down. Always be cautious when touching engine parts. Batteries contain sulfuric acid and produce vapors that are explosive. Extreme care must be used when inspecting batteries or using a battery charger. Most of our vessels are aluminum which is an extremely good conductor. Be very careful with electric cords, drop cords, or lights. When plugging in shore cords on the vessel or the dock, always be sure the breaker is in the 'OFF" position until both ends of the cord are firmly attached. Be very cautious when working onboard within open hatch. If you are not 100% sure of the procedure you are intending to perform, stop and ask for help before proceeding. (See section 13-Engineering)

Inflatable PFD

The inflatable PFD is one of the most important pieces of personal protective equipment. To ensure you always have access to one, they will be issued to each crew member with an owner's manual that each crew member must read. The inflatable is equipped with a whistle on a lanyard and an ACR MOB C-light. This flotation device is issued as part of your uniform. The Company will supply the required parts to keep it serviceable, but it is your responsibility to maintain it in good working condition. If you leave the Company, you will turn it in with the rest of your uniforms.

The use of these inflatable PFD is mandatory in the following conditions:

- Any single-handed boat operations: either in the day or night.
- Mates when docking and undocking whenever the vessel's navigation lights are on.
- All crewmembers, when wearing foul weather gear and /or boots.
- When using the work platform (aka: paint float).
- Sustained winds over 25 knots.

- Maintenance crews when working on the docks or boat are not required to wear a PFD but try to work in pairs when on the deck or the dock. If you do not have a partner, let someone know (a valet, Front Desk, mechanics, etc.) that you are working alone.

INSPECTING YOUR PFD FOR DAMAGE

Make sure that the PFD is free from rips, tears or punctures. This type of damage on the outside covering indicts that the Inflatable Chamber may have been exposed to potentially damaging elements. If these defects are noticed, discontinue use of the PFD and turn it into the Manager for replacement. The Inflatable Chamber should be checked for leaks periodically. Examine the **INFLATION MECHANISM** Status indicators. The Inflation Mechanism Status Indicators will tell you if the inflation mechanism is properly ARMED/REARMED and ready for use. The status indicator check instructions are provided on the device near the inflation mechanism. Manual inflator has a single indicator for these "JERK TO INFLATE" lever. The color of all Status Indicators has a standard meaning:

GREEN OK = READY TO USE
RED NO = NOT READY

All status indicators must be green for the mechanism to be properly reset. **If any indicator is red, immediately REARM.**

Examine your CO2 Cylinder. The CO2 cylinder contains the gas charge that will inflate your PFD when you jerk the pull tab firmly downward. But you must verify that the CO2 cylinder installed is of the correct size and has not been previously used. To examine the cylinder, you must unscrew it and visually examine the flat surface on the threaded end. There are no indicators to show that the CO2 cylinder is full. The cylinder needs to be replaced if there is any visible damage on the flat surface. If the cylinder is OK, you must properly screw it back into the mechanism. If the cylinder is damaged, discard and install a new, undamaged cylinder into the mechanism.

Stearns Wearable Work Vest

From Sunset to Sunrise, our Stearns Working Vests are to be worn instead of the Inflatable PFD. While underway, you may store your PFD on the back of the door to the men's head. There is a battery operated Strobe in the front right pocket. Check this monthly to make sure it is operational.

PERSONAL PROTECTIVE EQUIPMENT

Personal Protective Equipment, known as PPE, is any piece of safety equipment worn on your person to assist in the goal of an accident free work place. The following policy is a minimum for different work situations in the marine environment of the Haig Point Ferry Company. There may be situations that warrant a combination of equipment or equipment beyond the scope for those requirements, such as confined space entry. Visitors and contractors, other than passengers using the Haig Point Ferry Company, will comply with this policy when working onboard all Haig Point vessels, docks or ramps. All employees should exercise caution when checking engine rooms or operating equipment if they are wearing neckties, loose fitting clothing, jewelry or have long hair.

All the necessary Personal Protective equipment is located in the Marine Transportation Storeroom to the right as you enter the door. The functions and requirements for marine Transportation are:

• Daily Work Routines:	Non-Skid Soles, Boat Shoes
• Working in Engine Rooms with Engines running while underway:	Ear Plugs or Ear Muffs
• Applying Cleaning Solvents Caustic Properties:	Safety Glasses, Breathing Masks, and Rubber Gloves
• Sanding and Preparing for Painting:	Safety Glasses, Breathing Masks
• Toilet Cleaning:	Disposable Gloves
• Holding Tank Pump-out:	Disposable Gloves
• Captains & Mates Operating Vessels Single Handed:	Type III work vest
• Mates Docking Boats After Dark:	Type III work vest

• Severe Weather Conditions	Mates: Type III Capt: Inflatable PFD
• All Non-Swimmers When On Docks or on Boats	Inflatable PFD
• CPR	Protective Mask or Shield, Disposable Gloves
• Fire/Hypothermia	Wool blanket

HATCH & COMPARTMENT SAFETY

A large part of any vessel lies out of sight to most passengers "below deck". The main deck on any vessel is the first continuous deck running the length of the vessel. Compartments below that deck or other spaces including void or storage areas require special care and attention when accessing. A hatch is an opening in a deck to afford entry to spaces below (horizontal). A door is an opening in a bulkhead to allow passage through (vertical). Dogs are mechanical devices to secure and lock a hatch or a door. Hatches on inspected vessels that are on open decks must be water tight. This is accomplished using a rubber seal and hatch dogs. Unless accessing a compartment, all hatches should remain closed and secured. If you are entering a compartment and you are the only person on board, close the boarding gate before entering to prevent passengers or employees from boarding the vessel when the hatch is open. If other crew members are on board, tell that crew member that you are entering a compartment, what compartment it is, that the hatch will be open, and again close the boarding gate. If a hatch will be open for more than a few minutes, the safety guards must be placed around the opening. If a hatch must be opened when you are underway with passengers on board, assign an employee to stand near the opening to prevent accidental falls. When cleaning below deck, use caution when using strong solvents or de-greasers in these enclosed spaces.

CONFINED SPACES

Compartments on the Haig Point vessels are classified as <u>enclosed spaces,</u> having limited means of entry or exit. An enclosed space can become a confined space if conditions in the compartment change. If there is a doubt, a compartment should be regarded as a confined space and <u>no one should enter that space instead</u>, call Daufuskie Fire Dept.

Identifying a confined Space:

- Flames are present in the compartment
- Smoke is present and dense enough to restrict visibility
- An electrical short arching over
- Strange or noxious orders
- A CO2 or engine room fire extinguishing system has been discharged
- Engulfment with water
- Bulkhead +/or deck is hot

Limited openings for entry and exit:
Confined space openings are limited primarily by size or location. Openings are usually small in size, perhaps as small as 18 inches in diameter, and are difficult to move through easily. Small openings may make it very difficult to get needed equipment in or out of the spaces, especially protective equipment such as respirators needed for entry into spaces with hazardous atmospheres, or life-saving equipment when rescue is needed. However, in some cases opening may be very large, for example open-topped spaces such as pits, de-greasers, excavations and ship's holdings. Access to open-topped spaces may require the use of ladders, hoists or other devices and escape from such areas may be very difficult in emergency situations.

Unfavorable natural ventilation:
Because air may not move in and out of confined spaces freely due to the design, the atmosphere inside a confined space can be very different from the atmosphere outside. Deadly gases may be trapped inside, particularly if the space is used to store or process chemicals or organic substances which may decompose. There may not be enough oxygen inside the confined space to support life or the air could be so oxygen rich that it is likely to increase the chance of fire or explosion if the source of ignition is present.

Not designed for continuous worker occupancy:
Most confined spaces are not designed for workers to enter and work in them on a routine basis. They are designed to store a product, enclose materials and processes or transport products or substances. Therefore, occasional worker entry for inspection, maintenance, repair, cleanup or similar tasks is often difficult and dangerous due to chemical or physical hazards within the space.

A confined space found in the workplace may have a combination of these three characteristics, which can complicate working in and around these spaces as well as rescue operations during emergencies.

Hazards involved in entering and working in confined spaces:

Hazardous Atmospheres:
As mentioned, the atmosphere in a confined space may be extremely hazardous because of the lack of natural air movement. This characteristic of confined spaces can result in 1) oxygen-deficient atmospheres, 2) flammable atmospheres, and/or 3) toxic atmospheres.

1. OXYGEN-DEFICIENT ATMOSPHERES:

   An oxygen-deficient atmosphere has less that 19.5% available oxygen (O2). Any atmosphere with less that 19.5% oxygen should not be entered without an approved self-contained breathing apparatus (SCBA).

   The oxygen level in confined space can decrease because of work being done such as welding, cutting, or brazing, or, it can be decreased by certain chemical reactions (rusting) or through bacterial action (fermentation).

   The oxygen level is also decreased if oxygen is displaced by another gas, such as carbon dioxide or nitrogen. Total displacement of oxygen by another gas, such as carbon dioxide, will result in unconsciousness, followed by death.

2. FLAMMABLE ATMOSPHERES:

   Two things make an atmosphere flammable: 1) the oxygen in the air, and 2) a flammable gas, vapor or dust in the proper mixture. Different gases have different flammable ranges. If a source of ignition (e.g., a sparking or electrical tool) is introduced into a space containing a flammable atmosphere, an explosion will result.

An oxygen-enriched atmosphere (above 21%) will cause flammable materials, such as clothing and hair, to burn violently when ignited. Therefore, never use pure oxygen to ventilate a confined space. Ventilate with normal air.

3. TOXIC ATMOSPHERES:

Most substances (liquid, vapors, gases, mists, solid materials and dusts) should be considered hazardous in a confined space. Toxic substances can come from the following:

- **The product that is stored in the space:**

Can be absorbed into the walls and give off toxic gases when removed or when cleaning of the residue of a stored product: toxic gases can be given off. Example: Removal of sludge from a tank; decomposed material can give off deadly hydrogen sulfide gas.

- **The work being performed in a confined space:**

Examples include: cleaning, welding, cutting, brazing or painting.

General/Physical Hazards

In addition to the areas discussed above, evaluation of a confined space should consider the following potential hazards:

1. TEMPERATURE EXTREMES:
   Extremely hot or cold temperatures can present problems for workers. For example, if the space has been steamed; it should be allowed to cool before any entry is made.
2. ENGULFMENT HAZARDS:
   Loose, granular material stored in bins and hoppers, such as grain, sand, coal or similar material can engulf and suffocate a worker. The loose material can crust over or bridge over in a bin and break loose under the weight of a worker.
3. NOISE:

Noise within a confined space can be amplified because of the design and acoustic properties of the space. Excessive noise can not only damage hearing, but can also affect communication, such as causing a shouted warning to go unheard.

4. SLICK/WET SURFACES:
   Slips and falls can occur on a wet surface causing injury or death to workers. Also, a wet surface will increase the likelihood for the effect of electric shock in areas where electrical circuits, equipment and tools are used.
5. FALLING OBJECTS:
   Workers in confined spaces should be mindful of the possibility of falling objects, particularly in spaces which have topside openings for entry, and where work is being done above the worker.

SAFETY MESSAGES

PRE DEPARTURE, FERRY AND CREWBOAT

Clearly communicating the safety messages is the most crucial part of your responsibility for accident prevention. The following safety instructions will be delivered prior to every Welcome Center Departure:

"Good _____, this is Captain _____up in the pilot house. On behalf of the Haig Point Club, welcome aboard the Haig Point_____. We will be getting underway in just a short few moments. For your safety and comfort, please be seated and remain seated until the vessel is well clear of the dock and underway. During our trip today, feel free to move about the vessel with caution, utilizing the many handrails available to you.

The US Coast Guard requires us to inform you, that in the very unlikely event, Life Jackets may be needed along the way, they are located under the bench seats of the main cabin and upper deck. Donning instructions may be found in the main cabin as well as behind the pilot house on the 2nd deck.

Please keep in mind, food consumption and smoking is not permitted on any of our vessels and any cellular use, please restrict to the aft, lower cargo deck out of courtesy to other passengers.

Thank you and enjoy your trip."

NOTE: at this point, you may add additional instructions or warnings such as: "please be careful, the decks and docks are wet."

Provide special greetings during holidays or on special occasions.

If there are only a few people on board, deliver the safety message in person.

Special care should be given during water taxi departures to ensure that passengers understand the safety procedures. In many cases this is the guest's first trip on our vessels (ie. HTYC).

PRE ARRIVAL, FERRY AND CREWBOAT
Just prior to arrival, please inform your passengers with the following:

"Ladies and gentlemen, we certainly hope that you have enjoyed your trip. We are approaching _____. Please be seated and remain seated until the vessel is secured to the dock. Once secured, the crew will open the cabin door for you. Employees and contractors, please allow our members and their guests to disembark first. Thank You and have a nice day.

WAKE AWARENESS:
All Haig Point vessels will be operated with the highest level of skill, professionalism and courtesy at all times. All operators are to pay close attention to their vessel's wake especially in Broad Creek and Harbour Town.

Give a "slow bell" to all other crafts in close quarters.

Slow down for all towing vessels, regardless of the position of the tow. You may power up or remain at speed if invited to do so by the tugboat / tow operator.

It is very important that every captain understand that our position in the local marine community is one of very high visibility. If there is the slightest doubt

that your wake might cause damage, injury, or even discomfort to another party, reduce your wake to a minimum or alter course as necessary.

FERRY RPMs AND FERRY SPEED DURING SCHEDULED RUNS:

- If you are travelling **with the current** (RPMs are not relevant)
  - In Broad Creek – DO NOT EXCEED 8.0 knots
  - In Calibogue Sound – DO NOT EXCEED 1400 RPMs
- If you are going **against the current**
  - In Broad Creek – Do not exceed 800-900 RPMs (gauge your wake)
  - In Calibogue Sound – DO NOT EXCEED 1650 RPMS

POINTS OF SPECIAL ATTENTION:

1. Palmetto Bay Marina – please pass at clutch speed
2. Spanish Wells residential dock of yacht "Bodacious" – wide berth and slow pass
3. Long Stretch in Broad Creek – Stay as close to the marsh as possible to avoid waking residential docks
4. Brahms Point Docks – wide berth and slow pass – careful on flood tides when coming into the Creek; a following wake will affect this dock
5. Buck Island Dock – Calibogue Sound - please stay at least ¼ mile off
6. Buck Island Dock – Broad Creek – please pass at clutch speed

CHAPTER THREE

DAILY OPERATIONS

PRE-DEPARTURE OPERATIONS

Clock in at the Bagdrop at the appropriate time indicated on the schedule (do not clock in early). Then check your mailbox and the message board for any staff information. Fill in the time sheet as a back up for the time clock.

Captains and mates are expected to be at work and ready at the time indicated on the schedule. It should take no longer than five (5) minutes to clock in and check your mailbox before you are down on the dock. Crews reporting to work should be on the floating dock to catch the arriving ferry's lines.

- Relief crews will be waiting on the dock.
- Exchange pertinent information.
- Work together to take care of any extra cleaning tasks that may be required. It is also a good time to fuel when you have plenty of help.
- Night crews putting the boats to bed should follow the procedures in the SOP.
- Leave the boat the way you would like to find it ...
- **CLEAN and READY TO WORK.**

RECORDING YOUR TIME

Clock in and out at the beginning and ending of every shift.

Do not clock in early (before the time indicated on the schedule.)

If for any reason there is a problem while using the time clock, it is your responsibility to fill out a Payroll Correction Form (located on the clipboard next to the mailboxes) so that the Lead Captain can correct your time. If you do not make a note of the problem so that it can be adjusted, it may affect the time that is reported to payroll.

These simple procedures are in place to ensure a smooth operation, foster a sense of courtesy to your co-workers and ensure fairness to the employees and the Company.

If it appears that you will be more than fifteen(15) minutes late, you are required to call the Lead Captain and let them know the nature of your situation so they may pass this information along to the other crew members on your shift. If you find that you are unable to report for your scheduled shift at all, notify the Lead Captain immediately so that the schedule will be covered. Our vessels cannot, and will not, be operated without a qualified crew. If you have missed any shift you must contact the Lead Captain before you report for your next shift.

The Captain will visually inspect the vessel to ensure its suitability for service. If for some reason the vessel cannot be put in service, a backup vessel will be used and the Lead Captain should be notified immediately.

The crew will perform and check all of the following pertinent PRE-DEPARTURE items as required and make sure the vessel is clean and orderly before passenger's board.

FOR FERRIES:

1. Check log for time of prior fueling and messages.
2. Make a general inspection of the vessel. Turn off A/C heater unit at pilothouse controls.
3. Check ME day tanks, if dry-do not add water until you check reserve tanks on Main Engine. If water reserve tank on ME is low-add water directly to reserve tanks then to day tanks on the cargo deck. Also check for signs of engine coolant in bilge or leaking hose.
4. Open ER hatch and check the gen set's water and oil. Add 1 quart if down by 2 (gen set's oil dip stick shows 3 quarts from top to bottom line) add 1 quart only if oil is down to add oil (bottom) line.
5. Start gen set. Check aft ER thru hulls for leaks.
6. Check ME gear oil and check gear housing for dried salt.
7. Check both ME-oil-top and bottom marks on dip stick equal 1 gallon, add 1 quart Rotella 40 if down by ½ and add 2 quarts if down to bottom line. **DO NOT OVERFILL.**
8. Check bilge water plus pads. If pads are soiled, note and change at later ER check.
9. Put gen set on line.

10. Turn on A/C pump (HP1 wheelhouse panel, HP2 ER fuse panel, HP4 cabin bulkhead)
11. Check forward ER thru hulls.
12. Start Main Engines.
13. Close ER hatch.
14. Check lazarette. Check water flow from exhaust.
15. Turn off power at pedestal.
16. Throw off bow line.
17. Remove power cord and coil up on pedestal
18. Check Fuel compartment.
19. Check Heads-test flush, check paper towels, trash and toilet paper.
20. Check Void compartment.
21. Check Collision compartment.
22. Coil bow line.
23. Check supplies (paper towels, manifest sheets, plastic bags, toilet paper, etc.)

PRE-DEPARTMENT OPERATIONS IN PILOTHOUSE:

Fill out Daily Log Sheets in Wheelhouse Logbook

a. Start new page
b. Fill in crew information
c. Check off / Initial all opening operations that were completed
d. Fill in daily tide information

2. Check log for messages and fuel status of the boat.
3. Turn on breakers for A/C handlers (HP I).
4. Turn on A/C or heat as needed.
5. Turn on PA system, radar, depth sounder, VHF, UHF and running lights.
6. Check running lights and the PA system.
7. Start ME if not already done in ER.
8. Dock lights on (if applicable).
9. Hoist flag (daylight only).
10. Board passengers.

FOR CREW BOAT:

1. Check log time of prior fueling and messages.
2. Check ME day tanks. If low-do not add water until you check reserve tanks on Main Engine. If water reserve tank on ME is low-add water here then to day tanks on the cargo deck. Also check for signs of engine coolant in bilge or leaking hose.
3. Open ER hatch and check the gen set's water and oil. Add 1 quart if down by 2 on the dip stick.
4. Start gen set. Check thru hulls for leaks.
5. Check ME gear oil and check gear housing for dried salt.
6. Check both ME oil, add 1 quart Rotella 40 if it is half way between marks-add 2 quarts if near bottom mark.
7. Check thru hull forward of STBD ME.
8. Put gen set on line. Exit ER and close hatch.
9. Check Lazarette.
10. Turn on radar, depth sounder, VHF, UHF, GPS, and small space heater (if needed).
11. Turn on running lights, stern light and cabin lights.
12. Check cabin for cleanliness.
13. Start A/C or heat as needed.
14. Check collision and Void compartments.
15. Check Head.
16. Start ME-check oil and gear pressure.
17. Raise flag (if daylight).
18. Check water flow from exhaust.
19. Board passengers.

FOR HP III:

1. Check log for time of prior fueling and messages.
2. Open gen set hatch. Check oil and water- add 1 quart if down by 2, add 2 quarts if near bottom of dip stick. Start gen set. Close hatch.
3. Open ME hatch and check the water and oil. Add 1 quart of Rotella 15-40 oil; (only if down to add oil (bottom line) and record engine hours.
4. Check bilge for excess water and/or oil.
5. Check gear oil. Start ME and blower. Turn off alarm annunciator and check oil and gear pressure.
6. Check Lazarette.

7. Check water flow from exhaust.
8. Turn on radar, depth sounder, VHF, UHF, GPS and small space heater (if needed).
9. Turn on running lights.
10. Raise flag (if daylight).
11. Board passengers.

FOR SANDPIPER:

1. Check log for time of prior fueling and messages.
2. Lift open engine cover. Check oil (15W-40), add 1 quart if down near bottom of dip stick. Do not over fill. Check gear oil level. Check cooling water by checking level in sub-tank. Add if below low limit line.
3. Check bilge for oil and/or excess water.
4. Turn key on **ON**. Check alarms for batteries, oil pressure and glow plug.
5. Turn key to **START**. Check that alarm lights and buzzer are off.
6. If outside air temp is at 32 F degrees or lower, use air heater (glow plug) for **no more than 15 seconds.**
7. Check exhaust water flow.
8. Warm up engine at or below 1500 RPM for at least 5'
9. Turn on main power switch and power for Radar, VHF, radios and lighting as needed.

An ER check should be made by each ferry crew at least every 2 hours.

The Crew relieving the first shift will communicate with the shift that they are relieving concerning all aspects of the vessel and operations as they apply. The relief crew will check out the vessel completely as the vessel will then be their responsibility.

The Captain will call for a radio check on the VHF (Marine) radio, (Use automated CH 27) and will also test the PA systems, check the time and the GPS

NOTE: It is recommended that all bilge pumps, MOB alarms, High Water alarms, and the Crash / Fire Pump be tested at least once a day.

The Captain will listen to the latest weather forecast and will keep abreast of changing conditions.

The American flag will be raised at sunrise and lower at sunset, on the HP1 & HP2. The HP4, HP3, and Sandpiper have fixed equipment. The flag will not be flown during the periods of inclement weather.

ON SCHEDULE OPERATIONS

No one, except authorized Marine, Engineering, or Member Services staff should be allowed on the floating dock between arrivals and departures. Passengers are permitted on the dock only during boarding and disembarking.

When it is time to board the passengers, one member of the crew will **always go to the top of the ramp to invite passengers down to the boat.** ***(On the HP side, be sure to check the dockhouse before boarding begins to alert any passengers that may be waiting inside.)*** Once the boarding process has begun, the Captain and Mate, will see that all passengers board the vessel safely.

Captains should be at the boarding gate to greet everyone, see that they are safely onboard, answer any questions they may have, and make sure that the passengers know that you care about their ridership. You may leave the boarding area a 3 minutes prior to departure to warm up the engines, deliver the safety message, and standby for radio traffic.

Passengers may be allowed to board at 20 after on the Welcome Center side or 30 minutes after on the Haig Point side.

BOARDING PASSES:

Every passenger must present a boarding pass prior to boarding, for the crew to scan.

The Service phones at the top of each ramp were installed to assist passengers who forgot to pick up passes or have problems during boarding with their existing passes. It allows them to contact the Front Desk directly to resolve the issue without having to go all the way back to the Welcome Center or Mansion.

Some passes are hard plastic cards. These cards are usually for members, employees, and vendors / contractors who have long term business at Haig Point. These cards should normally blink GREEN. When they blink RED, that

indicates a problem and the situation becomes the same as a passenger without a pass (see below).

Some passes are paper passes. These passes are individual passes for one passenger only. They are usually for day workers and day guests. Paper passes have a PIN code which the boat crew will enter into the scanner. If a passenger has a paper pass, the crew will ask to see the card and then enter the PIN code.

In the event that the passenger does not have a pass or the pass they do have is blinking RED:

- Employees, Vendors, Contractors – must have a pass. The Service Phone at the top of the ramp was installed to help passengers contact the Front Desk directly to obtain a PIN code if they do not have a pass. They need to resolve the issue before they board.

- Members and Guests – should also have passes. If they do not have a pass, and there is time before departure, please assist them in contacting the front desk for a PIN code. If time does not permit, or the situation cannot be resolved prior to departure; please allow them to board; but ask the Member or Guest to fill out the Ferry Manifest Sign-In Sheet (see Forms) that is located in the dockbox on each side. Then use that information to contact the front desk during the trip across so that the passenger can be met by Member Services who will help resolve the issue.

Before departing, the entire standard safety message will be delivered over the hailer or in person. At that time, the mate will survey the cabin and aft deck to ensure compliance with the captain's instructions. The captain will oversee the upper deck.

The mate will check that all cargo is loaded properly to insure maximum vessel stability. The mate will also check that all trailers and miscellaneous cargo are properly secured. People always come first over cargo. If, however, you see that loading cargo after passengers will create an unsafe situation, you may load trailers first. The key is to use good judgment and don't make passengers wait any longer than necessary.

The USCG requires a logged passenger count for each trip. The Access System will manage this count for us, provided that we make sure to scan each passenger's boarding pass. The boat crew will scan the appropriate cards for each trailer. Crew members, are not required to scan their cards before each trip.

All trailers will be counted and scanned.

Once underway, the mate will go to the wheelhouse to make the required passenger and trailer entries in the Logbook. Once that has been completed, the mate will leave the wheelhouse and go directly to the main deck to keep an eye on the passengers in the main cabin and on the cargo deck. Except for periods of reduced visibility, or no passengers on board, **the mate is not allowed to ride in the wheelhouse**. (NOTE: the mate should follow the flow of the passengers and should concentrate more on his watch time where the largest concentrations of passengers are on the vessel.)

If the captain requires the assistance of the mate in the wheelhouse, an employee will be designated by the mate to oversee the safety of the passengers in the main cabin and on the cargo deck.

Prior to arrival at any dock, the appropriate safety message will be delivered. The mate will ensure that all passengers are in compliance with the captain's instructions.

Once a vessel has been put into regular service that vessel will not be left unattended. Notify the other crew member before going ashore.

Once passengers and cargo have been unloaded, the crew will raise the boarding ramp. If the boat is being left unattended by the crew, the vessel's gate will also be closed until they return.

The captain will monitor VHF channels WX, 13, 16, & 65. The captain must be careful not to disclose sensitive company business on the VHF radios. You can use the company 2-way radios for general business communications. You can find the call numbers for the department's radios on the next page.

UHF Radio Procedures

Call Signs

100 Front Desk Welcome Center
102 Night Time Front Desk

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200 Bag Drop
300 Director of Transportation
301 Haig Point I
302 Haig Point II
303 Haig Point III
304 Haig Point IV
305 Sandpiper
306 Pelican
307 Assistant to Lead Captain
308 Lead Captain
310 Water Taxi and Night Captain from 0000 to 0500
400 LT Supervisor
401 Bus Driver
402 Valet
407 LT Supervisor
408 Assistant LT Supervisor
500 Engineering Supervisor
501 Mechanic on Duty
700 General Manager

The UHF radio system is designed to improve customer service, provide increased safety, improve medical evacuation response times and increase the efficiency of the company by eliminating mistakes caused by poor communications.
The UHF radio system will be the primary means of communication to expedite the transfer of passengers and cargo. Company Cell phones will be used as a secondary back up followed by personal cell phones as third means of contacting personnel.

Please use teamwork. If someone is called in your unit and they do not answer. Answer the call for them and offer to help or find the person being called.
To talk, press the Microphone key firmly. Speak clearly into the Mic. after you hear the beep which tells you the radio has linked to the repeater tower.

Otherwise your first words will not transmit. The receiver is to respond so that the person transmitting the message is assured the message was received and understood. Repeating the message is a good way to accomplish this. Professional radio protocol will be employed at all times. Positive, professional conduct is essential. Slang words, negative comments, or any transmission that is viewed by management to be unprofessional is prohibited.

Examples of radio contact:

- Prior to departure the boat will communicate with the land transportation supervisor or bag drop valet to make sure all passengers and cargo are on board.
- Prior to arrival from the Welcome Center the Captain will contact the drivers to let them know how many passengers and cargo will be arriving in order to stage the appropriate vehicle.
- Prior to arriving from Harbour Town the Valet will be notified to in order.
- Passengers that require golf cart pick up at the boarding area due to medical reasons.
- Single hand operator arrivals requiring line handlers.
- Medical evacuation calls. Front Desk will take the call from 911 and call the Captain that is in positon to transport. All other units will commence emergency procedures to expedite the movement of the patient by making sure the appropriate boat captain acknowledges the call, the driveway and circle are clear, and the docks and boats are clear.
- Equipment failures. One mechanic will be designated to monitor radio traffic and respond if carts, vans, busses or boats break down or require adjustments while in service.
- Fire, security and weather emergency notifications and statements may be communicated in plain English. Code language is not mandatory but may be used if the two persons communicating understand the codes.
- VHF marine radios will be used for vessel operations and for contacting the land VHF stations as needed.
- The boat captain will carry the radio while working or assign a mate to be the radio operator.
- Land Trans Radios will be charged in the cart barn office. All other units will be kept and charged at their work stations.
- All drivers and valets will stay in constant contact with the supervisors, boats, mechanics and Front Desk.

UHF Radio Procedures

In times of emergency the radio system may be the only means of communication. In this event the radios may be reassigned to emergency workers as directed by management.

Keep units on channel one for all station contact. Switch to channel two for unit to unit. For example a mechanic and a captain may switch to channel two to discuss a lengthy mechanical issue.

Contact Capt Dave Rasmussen, Lead Captain (843-384-4505) if you have any problems with your units.

Proper language and professional conduct is mandatory at all times.

The captain and mate must work together to keep the entire vessel virtually spotless at all times. It is imperative in our line of work to present a sharp image.

The passenger's areas must be kept clean, neat and orderly for every trip.

The heads must be kept spotless at all times. Under ordinary conditions, they must be wiped down and mopped at least three times a day, or more if necessary. For your safety, latex gloves are provided on board each vessel.

Never put anything or allow anyone to put anything in the boat's ice makers. It is a health code violation to do so.

The small trash cans in the main cabin must be emptied after each trip.

The crew will make sure that all newspapers and appropriate brochures are on board and that they are kept neatly displayed.

The wheelhouse and cabin windows and/or curtains will be kept clean and salt free at all times. This means that they may have to be rinsed after every trip.

At some point during each day, each vessel in service will be scrubbed. If foul weather occurs, a thorough scrub down will be performed when conditions improve.

During normal operations, the vessel must be secured with at least 3 lines. If the vessel is equipped with a mooring winch, stern and midship lines will also be used.

The mooring winch is designed to pull the boat straight in and to help steady the boat during boarding and disembarking only.

- Captains, **do not use the winch line to pull the boat ahead or aft.** If necessary, use the motors to position the boat in line with the bollard for a straight pull.
- **Do not leave the winch line under tension at other times.** The stern and midship lines should carry most of the load. Release some of the tension between runs and the next boarding.

Note: It is the captain's responsibility to make sure that his or her vessel carries at least two spare lines in good condition.

If a "spring" line must be used to maneuver a vessel, the crew will secure the line to a cleat and stand clear. Holding a "spring" line under tension is an unnecessary risk and is strictly forbidden. Additional spring lines should be used during heavy weather conditions.

Under no circumstances will a vessel remain in gear while loading or unloading passengers.

THE ONE FOOT RULE:
The cargo deck gate will remain closed while docking until the boat is one (1) foot from the dock and the mate steps from the vessel.

Under no circumstances will the mate open the gate until the boat is within one (1) foot of the dock.

Under no circumstances will the mate attempt to step on or off the boat if it is more than one (1) foot from the dock.

The crew will not pin the gate open and allow anyone to board or go ashore from any vessel until all lines are secured and the boarding ramp is in place.

No passengers will be allowed to loiter on either side or forward of the wheelhouse. Chains and placards are present to warn passengers of this rule.

No passenger may enter the wheelhouse without the permission of the captain. Although such permission will not be unreasonably withheld, persons who cause distractions should be politely asked to leave immediately.

No passenger is allowed to place their feet on the cushions. No passenger may lie down onboard the ferries.

All persons, except the crew, must be seated when arriving or departing.

Never throw the throttles in the corner when accelerating. Throttle up slowly and smoothly to avoid thermal stress to the engines. You have done your job correctly when the passengers don't even realize the vessel has reached cruising speed. Likewise, slow deceleration is mandatory. Except in an emergency, no captain will initiate any abrupt maneuver without good reason and never without communicating his or her intention to all onboard.

The captain will notify the Lead Captain of any injury or property damage immediately.

The captain will notify Maintenance and the Lead Captain of any equipment failures. Also a Maintenance Request Sheet should be filled out in detail.

No arrival or departure will be attempted unless the captain is comfortable with conditions including the ability to communicate with the mate. The captain should stop the vessel in a safe location until conditions are satisfactory. Problems such as equipment malfunctions, tight berthing, poor visibility or any other condition which causes a captain to question the ability to complete a

safe maneuver, must be taken into consideration. **THE SAFETY OF OUR PASSENGERS AND CREW IS THE HIGHTEST PRIORITY.**

INTERIM ER CHECK (Every 2 hours)

1. Close gate, inform anyone on board of intent to open ER hatch.
2. Check for oil or water leaks around gen set, thru hulls and ME.
3. Change bilge pads as required.

At change of shift: perform all of the above and check the oil dip stick, check for water in oil (color of chocolate mousse) or diesel in oil (thin and diesel odor).

Evening and Night Operations

1. Turn on and check running lights.
2. Turn on and check cargo deck lights.
3. Males will don inflatable PFD.
4. Pay particular attention to all passengers on weather decks.
5. Lower flag (HP1, HP2)

If transitioning from night to day, reverse this order.

Before leaving Haig Point on last run, be sure the vessel is re-supplied with toilet paper, trash bags, cups, paper towels, fill spray bottles, etc.

Properly secure the vessel after service with at least four (4) lines when moored to the large floating dock, gate closed and latched, leave the winch line looped over the bollard with the tension released and the ramp up. If weather dictates, more lines may be needed.

The crew boat moored on the West End small dock at the Welcome Center will have a stern line from the dolphin, regular stern, two springs and 2 bow lines to the main dock.

Shut down all electrical systems except for the engine room blowers, bilge pumps, fresh water pump and ice maker. (Remember to turn off the AC pump on the ferries.)

After taking the load off of the generator and switching to shore power, shut down the generator.

Visually inspect the engine room.
Make sure that the engine room bilge is free of fuel and/or oil. Change soiled mats if necessary and dispose of them in the proper container on the dock.
Make sure that all bilge pumps are switched to automatic operation and that all float switches are unobstructed.

Remove all trash from the vessel.

Check and clean heads after last trip.

Rinse the vessel down with fresh water every night.

Leave the aft 110 Volt AC lights on in the wheelhouse and the back deck.

Make sure all cabin lights are off.

Leave any necessary notes for the next shift regarding equipment issues, etc.

The captain will see that the vessel is properly secured and note the time he relinquishes command in the log.

Over-Night:

- The primary mission of the night captain is to be on Daufuskie to service water taxis and stand by in case of a medical emergency. Other duties of the night captain include, securing and completing ER checks on all water taxi vessels, starting each days logs for all water taxi vessels, and collecting and filing all Maintenance Request Sheets from the boats staged on Daufuskie over-night.

PREVENTATIVE MAINTENANCE SCHEDULE

Monday	1010	Haig Point I
Tuesday	1010	Haig Point IV
Wednesday	1010	Haig Point II
Thursday	1010	Haig Point III/Sandpiper
Friday	1010	Pelican

Equipment breakdowns or schedule changes will sometimes cause deviations from the above schedule. The vessel scheduled for preventive maintenance will normally be ready for service by 1400. This schedule helps engineering perform more planned maintenance.

INSPECTION OF OUT OF SERVICE VESSELS:

Every boat should be checked at least once a day when not in use. This check should include all the bilges, all switches, and all lines. The general inspections should usually be done by the Captain on duty. The Night Captain has the final responsibility for the boat checks. The time of the check and what was found should be entered in the Ship's log. All entries in the Ship's Log should be legible and as complete as possible. Please initial each entry.

COMPARTMENT CHECKS

When you assume command of the vessel and upon completion of a check, it should be logged in the Ship's log. Items to be checked include:

COLLISION COMPARTMENT

Water level (emergency pump intake)
Condition of anchor line
Hatch lanyards
Manual bilge pump

VOID COMPARTMENT

Water level (bilge pump check, emergency pump intake)
Fresh water tank
  Condition of pumping
  Freshwater pump
Holding tank
  Condition of pumping
Raw water intakes (sea chest/strainer)

FUEL COMPARTMENT-(fuel odors)

Water level (bilge pump check, emergency pump intake)

Condition of fuel tank and fill pipe

ENGINE ROOM COMPARTMENT (see Engine room Safety Section 2)

Water level (oil in bilge, bilge pump check, check that emergency pump intakes Clear)

Bilge pads

Port Engine

- Check oil level
- Check gear oil level, at idle in neutral
- General inspection (belts, hoses, clamps, controls) oil/fuel leaks)

Starboard engine

- Check oil level
- Check gear oil level, at idle in neutral
- General inspection (belts, hoses, clamps, controls) oil/fuel leaks)

Generator

- Check oil level
- Check water level
- General inspection (belts, hoses, clamps) oil leaks, fuel leaks

Sea chests and strainers

- Hoses and clamps
- Cracks
- Sign of corrosion

Air-conditioning system

- Plumbing
- Shut off the unit if it freezes up/Cycling

Emergency pump

- Plumbing
- Valves

Shaft packing glands

Fuel systems (air box emergency shut downs)

- Leaks and odor
- Exercising valves and bleeding separator tank
- Emergency valve

Batteries (leaking or odors)

Exhaust Manifolds

- Exhaust leaks

Loose or missing lagging
Loose of chafed wiring

RUDDER COMPARTMENT

Check water level (bilge pump check, crash pump intake)
Check hydraulic rams (rudder attachments and leaks)
Check Rudder posts packing glands (leaks)

SHIP'S LOG BOOK

The ship's log serves as an information source, a means of communicating with other crewmembers, a record book and a legal document. It is very important that all entries be kept accurate and up to date. The purpose of the Log is to improve communications between changing boat crews, and to document what daily activities are being completed. This will only happen if the log entries are made in a timely fashion and are up to date. If activities are not logged and initialed, there is not record of the crews activities.

Most entries in the Log are explained by the Heading of "The Entry". Engine status should be recorded at full ahead and noted on each trip. Generator status should be checked after engine room checks which should occur at least every 2 hours. The watch column should include the names of the captain and mate and the hours of the shift. Bilge checks should be carried out at least every 8 hours. Fuel levels should be recorded daily. When fueling, all boats should be filled 100% with the exception of the HPIV (fill to 80%). If the tanks are not "topped off", please note this in the fuel section of the Ship's Log.

Page one of the Log is a running tally of passengers and cargo as well as crew identification. These numbers should be totaled upon the securing of the vessel. Since mates often change duties in mid-shift, it is particularly important to record the maintenance tasks that have been completed. **The log spells out what tasks are required on a daily basis and places responsibility for performing the tasks evenly between the AM and PM shifts. Completed tasks need to be written in the Log and initialed by the mate and the captain.**

Page two of the Captain's Log is used to record weather observations, main engine and electrical system functions as well as the FCC required radio log. This

is also where refueling totals, compartment inspections and time of tide changes are noted.

The message block should be checked before operating the vessel and entries in this block should include information about equipment, floating hazards, urgent information, etc.

Additionally on Page One there are **Daily Cleaning Tasks** listed for each day of the week. These tasks are where to focus attention during any down time available on each specific day. If time permits, add these tasks to your daily workload and make note of progress that you make in the Daily Log.

There is also the Maintenance Request Sheet located behind the ships log. This log needs to be completed if any type of maintenance work is required on either the boat or equipment. Please include as much details as possible on the request.

Examples: *genset shutting down, trailer #3 has a bad axle, the cleat on the HPIII is loose, etc.*

Not Examples: *the light is out in the head, the vacuum cleaner is full, there are no sheets in the ships log.* These are all items that the crews are expected to take care of during the course of a regular shift.

Anything that you may notice, that needs attention should be written up. The crew should try to troubleshoot the issue on the scene; but if it is something that needs further follow up, it needs to be documented.

UNDERWAY SAFETY TRAINING

Each crew is responsible to perform regular intervals of underway training throughout their shift. Mandatory for every crew on a weekly basis includes:

- Man Over Board Drills
- Dewatering Drills
- Fire Pump activation and Procedures

There are other training items that are covered each week during the Safety Training. Each crew is responsible for building on what is being taught shore side and recording in the ships log front.

HAIG POINT
– DAUFUSKIE ISLAND –

Haig Point Ferry Company

M/V: HAIG POINT SANDPIPER

FEBRUARY_____2016

Total Passengers from HHI:	
Total Pasengers from HP:	
Total Trailers for the Day:	

FLAG Up ***at Sunrise***

FLAG Down ***at Sunset or inclement weather***

Leg	Origin	Time	Passenger Count	Cargo	Origin	Time	Passenger Count	Cargo	Cleaning & Maintenance Record (every trip)					*Initials*	
									Heads	Trash	Supplies	Wipe Seats	Windows	Mate	Capt
1															
2															
3															
4															
5															
6															
7															
8															
9															
10															
11															
12															

CREW, PLEASE COMPLETE THE FOLLOWING DURING YOUR SHIFT

FIRST BLOCK IS A.M. SHIFT, SECOND BLOCK P.M. SHIFT

☐ ☐ VACUUM	☐ ☐ OVERHEADS	☐ ☐ PILOT HOUSE
☐ ☐ DUST CABIN	☐ ☐ WASH DECK	☐ ☐ UNDER SINK
☐ ☐ TRANSOM	☐ ☐ WASH EXTERIOR	☐ ☐ UPPER DECK & CANOPY
☐ ☐ NEWSPAPERS	☐ ☐ H2O	

Additional Notes and Notice to the next crew

Please check guages when running at 1500 rpms

Leg	Wind (Dir / Mph)	Weather	Tide (Ebb / Flood)	Main Engines: Oil Pressure		Main Engines: Temperature		Gear Pressure		Alt. Voltage		Generator CYC	General Remarks & Radio Log	ER Check & Initials
1														☐
2														☐
3														☐
4														☐
5														☐
6														☐
7														☐
8														☐
9														☐
10														☐
11														☐
12														☐

Tide Info
High / Low, Time, +/-

Compartment Check	
Collision	☐
Void	☐
Fuel	☐
Engine	☐
Lazzarette	☐

Sched. Maintenance
MON.- HP I
TUES.-HP IV
WED: HP II
THUR: Sandpiper & III
FRI: Pelican

FUEL LOG REPORT					
FUEL START	TIME	INITIALS	FUEL TAKEN	INITIALS	PERCENTAGE
					%

CHAPTER FOUR
SPECIAL OPERATIONS

OPERATIONS UNDER SPECIAL CONDITIONS

Operations under special conditions will vary greatly, depending on the circumstances at any given time. The use of prudent seamanship, experience, and common sense by captains and crew will pay an extremely important role.

SINGLE HAND BOAT OPERATIONS

Boat captains and authorized boat mates will operate company vessels at certain times when they are the sole person on board. The following procedures apply in these situations:

1. Only those authorized by the HPFC Manager will conduct single hand operations.
2. Depending on the weather, vessel and maneuvers that are required, the single hand operator will make the decision on whether or not it is safe to operate alone.
3. Before getting underway the operator will don the inflatable PFD or the Company float coat.
4. Stay in close radio contact with other Company units.
5. Make sure the boat is in neutral before leaving the helm station for any reason.
6. Passengers will ask to help with lines or offer to jump on or off without tying up. Politely ask them to refrain from doing so.

THUNDERSTORMS

In the event of a short period of severe weather (a fast-moving thunderstorm), the captain may elect to delay or cancel a trip. At that point, the captain will notify the Lead Captain and the Front Desk. The captain should insure that all other required personnel are notified; water taxi customers, sales agents, and senior management.

Maintaining communication with the Front Desk, the Lead Captain, and the other Haig Point vessels is extremely important. All captains should also communicate to insure their agreement and should keep in touch to enable consistent decisions to be made. Tell the guests that we will call them before

we resume operations. This will put the passengers at ease, knowing they will not get left once we resume services.

Passengers should be notified to remain in the Welcome Center and /or Reception Area if possible. If passengers have already boarded, keep them in the main cabin and reassure them of their safety.

When conditions improve to the captain's satisfaction, normal service should resume. Call the Front Desk, Embarkation and Welcome Center before resuming serviced.

If lightning is in the area and passengers are on board, the Captain should announce on the PA system for all passengers to remain in the cabin.

It is understood that delays due to the weather conditions may require cancellation of the Water Taxi at the Captain's sole discretion.

HIGH WINDS

As the wind velocity picks up, mates need to slow down. **The use of the Type III PFD is required in conditions over 25 knots** (Beaufort Scale force 6 strong breeze, large waves begin to form, white foam begins to form; white foam crests are more extensive everywhere ...probably some spray).

Crews are responsible for all the vessels on the docks. During rough conditions, additional lines or doubling up may be necessary. Spring lines should be used on the Ferries to prevent the boats from slamming the ramp.

If conditions at the Haig Point dock are too dangerous for a vessel to safely moor and load or unload passengers, the vessel will stand off until conditions improve.

Assist passengers on the Water Taxi dock as needed and discontinue the use of that dock as needed.

If very severe conditions are expected, removed the metal ramp to the Water Taxi dock and secure it. This will require four or five people and should be done before conditions deteriorate.

Board passengers all at one time during rough conditions.

If the captain deems it necessary, all passengers will be asked to remain seated during the entire trip.

Mates, watch for loose dock cleats.

Captains watch your power on spring lines, especially at a wooden dock. Southerly and westerly winds may require the use of a bow line when docking. Use of this line gives the captain more control when docking and the mate more time to board when departing. **No one, including the mate, should be allowed on the foredeck for any reason until the ferry is well clear of the dock and there is no danger of bow line recoil (the line is free of the dock).**

Several criteria should be used when considering the cancellation of service, such as: wind velocity and direction, vessel handling characteristics, crew and visibility. A combination of all these factors can stop us from running but under no circumstances should the boats be operated in sustained winds over 45 knots. (Beaufort scale-force 9 is strong gale-high waves, dense streaks of foam along the direction of the wind, crests begin to topple, tumble and roll over, spray may affect visibility) Every Captain has complete authority to stop running at any point they feel uncomfortable. Once the operation is stopped a crew will be stationed on both sides (Welcome Center and Haig Point). Turn boats into the wind.

Do not discuss confidential operational issues in front of customers.

When a decision is reached between the captains on duty, the Front Desk and other departments will be notified by the Lead Captain or a Senior Captain.

When inclement weather is forecast, our standard message to the customers would be that we will continue to run until conditions become unsafe. Service will not be discontinued based merely on a forecast.

FOG PROCEDURES

Vessel operators should monitor local weather stations to keep abreast of possible conditions that produce periods of reduced visibility. And monitor channels 16, 13 and 65.

Every captain will make a "security call" before departure, clearly stating their location and intended route, and that they are operating in restricted visibility.

On departures from Hilton Head, the captain will make an additional "security call" when entering Calibogue Cay and as well when entering the Calibogue Sound and your expected route for other concerned vessels.

On departures from Haig Point, the captain will make a "security call" before departure as well, and additionally make a "security call" when entering Calibogue Cay. It is again appropriate to broadcast your entry into Broad Creek once you have passed Buck Island to alert other vessels that may have just entered the waterway.

When visibility is reduced in the Buck Island Cut to the point where you cannot clearly see both the white marker with our marker light on top in Broad Creek and Green Marker 31 in the Calibogue Sound, you will always go the alternate route behind Buck Island. This will reduce the possibility of going aground in that area and avoid any waterway traffic congestion in that area. The same should be true for the captain leaving Haig Point. If they cannot see clearly in the direction of the common route, they must also follow the alternative route through Calibogue Cay.

WHILE UNDERWAY

Post a proper look (usually the mate) and designate an employee to help watch passengers if necessary.

Speed should be a function of the extent of visibility. The lower the visibility, the slower the speed is needed to reduce the risk of collision and to minimize wakes on small boats that may be in the area. If you are operating with the radar in reduced visibility, speed should be kept below 1200 rpm.

Give Security calls when entering Calibogue Sound and when leaving Haig Point.

Activate the automatic fog signal device.

If fog has been in the area, the vessel departing Haig Point will proceed behind Buck Island even if visibility is relatively clear at Haig Point. Do not exceed 1200 RPM.

Harbour Town Water Taxis are canceled due to the length of the longer trip from the Welcome Center. **Not being able to see Harbour Town is not the reason you don't go. It just takes longer to travel from the Welcome Center to Haig Point due to the foggy conditions and so by cancelling water taxis, we are able to keep the regular ferry schedule on time.** The preceding information is your standard response to all property owners and employees. Do not give excuses to people. If time permits or if an extra crew is available, Water Taxi service will continue. Captains be sure to communicate this decision to each other and the Front Desk as soon as it is reached.

MED EVAC

When a Med Evac situation is possible, the appropriate boat crew will be notified. For this reason **ALL CAPTAINS MUST HAVE THE BOAT PHONE / COMPANY TWO WAY RADIO WITH THEM WHEN ON DUTY.** The front desk must be able to get in touch with us as needed.

If the boat crew on Daufuskie receives a Med Evac call, they must stop all other ferry operations until they are called off, unless the Lead Captain is on site and takes command of the MEDVAC, the transport has been completed, or they have been relieved by another boat crew.

A boat crew on stand-by will wait to board passengers on the ferry until they are able to return to regular operations.

A boat crew on stand-by will suspend all water taxi activity until they are able to return to regular operations.

A boat crew on stand-by will only resume regular operations and leave Daufuskie when another boat crew has come around Red Marker 32 and has

assumed the Medevac responsibilities. Both boat crews must communicate this with each other and be aware of the situation.

The Fire Department or EMS personnel will direct rescue operations.

The captain of the MEDEVAC vessel will obey all instructions of the person in charge of the situation unless those instructions pose a threat to the safe operation of the vessel.

EMS personnel would prefer to use the Ferries or HPIII (if available) for MED\VAC. When gurneys are onboard the Haig Point Vessels, they should be lowered to keep the center of gravity of the patient as low as possible. The patient should be positioned in the cabin with their head towards the bow and their feet towards the stern.

Crew members always should allow EMS complete control of procedures with patients and should only assist if asked. If requested to assist be mindful of potential back injuries when lifting patients on or off the boats and blood-born pathogens procedures, if they apply.

Do not transport passengers on a MEDEVAC unless directed to do so by the paramedic. Next of kin may accompany the patient with the approval of the paramedics. If a backup crew is available, then an alternate vessel can be utilized to remain on schedule. If the ferry and crew must be used and a departure must be delayed, have the Front Desk hold and inform the passengers in the Reception area. Call Harbour Town Yacht Basin to inform them of the emergency and to clear dock space.

If the paramedics request to send someone to the Welcome Center on our ferry for a non-emergency trip to a doctor, please accommodate their request.

All Patients and family members may return to Daufuskie on the ferry system. If necessary let them know they can make arrangements through the front desk.

TOWING

In the event of having to tow a vessel, you must use proper Coast Guard procedures. This includes, but is not limited to using a proper towing line and

harness. Have all passengers and crew don PFDs. Use extreme caution while under tow. No crew members should stand in the bight of the tow line or in line with the towing line in case the line should part.

Do not tow Haig Point vessels with passengers onboard. If necessary, anchor, have all passengers don PFDs, transfer passengers to another vessel, and tow the disabled vessel when time permits. When possible, leave a crew member on the disabled vessel. Line handlers on the towing vessel and crew on the vessel being towed must wear PFDs.

Extreme caution must be used when approaching the dock with a vessel in tow. Do not attempt to tow a vessel to a dock on a hawser. For maximum control, the vessel being towed should be rigged as a hip tow. Try to have a Marine Transportation employee stationed on the dock to assist with line handling when approaching the dock. Extreme caution should be exercised to insure the safety of all personnel. Bring speed to bare steerage and approach into the current if possible.

ANCHORING HAIG POINT VESSELS

Line handlers will wear a PFD when anchoring. The Captain will notify the Mate of the need to anchor and will assist in rigging the anchor. This will require leading the anchor line through the hawse pipe, over the rail and attaching it to the anchor by using the provided shackle. If anchoring for extended time, a safety wire or electrical wire tie should be installed on the shackle.

Carefully lower the anchor over the side and into the water. You may need to pull the anchor line out of the compartment before letting it out. Be especially careful working around the open forward Hatch. Keep tension on the line by taking one half turn on the cleat as you lower the anchor to the bottom. You should feel the bottom when the anchor touches.

Keep paying out line until the scope is 5:1. Then gradually make up the line on the bow cleat to allow the anchor to set. If the anchor does not set you can try letting out more line or you may have to pull the anchor to the surface and try again.

When the anchor has set, the boat will be brought into the tide and head into the wind. You can then adjust the scope of the line as needed.

PULLING THE ANCHOR

Direct the Captain with hand and arm signals to bring the boat up to the anchor while retrieving the excess line.

Snub the line off when the line is just about straight up and down. It may be required to power up on the anchor to break it loose.

When bringing the anchor back on board, it may be necessary to have someone (another employee) help lift the anchor to avoid injury. When time permits, rinse the anchor and rode, dry and store.

HURRICANE OPERATIONS

General Operational Guidelines

The Daufuskie Island Evacuation will be a joint operation between the officials of Beaufort County and Haig Point Inc. It is the responsibility of Beaufort County to develop this overall plan, to implement this plan and to coordinate the operational functions of the plan.

In order for the evacuation fleet to complete their mission with ample time to travel to a safe area and be adequately secured, the evacuation will be scheduled to ensure that the fleet is secure before the beginning of sustained gale force winds.

The National Weather Service in Charleston is the controlling weather station for Daufuskie Island. The Meteorologists in charge of both the Savannah Office and the Charleston Office will coordinate their weather statements in regard to Daufuskie.

EVACUATION ORDER

Based on recommendation from the National Weather Service in Charleston, the governor will be the final authority and insure evacuation orders for Daufuskie.

WARNING RESPONSIBILITY & EVACUATION

Once Beaufort County has issued the **voluntary evacuation** notice, Haig Point management will call a meeting with the available Haig Point Advisory Committee members. At that time, the information needed to begin evacuation will be given to the designated members and all members and guests in residence. When a **mandatory evacuation** had been ordered, the Haig Point Marine Transportation will be under exclusive control of the County, until the County authorized our return to regular service.

We plan for Daufuskie to evacuate during voluntary evacuation. Pets must be in a kennel or on a leash. Before the mandatory evacuation notice, members and guests may leave on our regular ferry runs and take more than one suitcase.

The ferries will run on the regular schedule until the evacuation is completed. Up to two County departures will be offered since it can take up to eight hours to evacuate Daufuskie.

It is anticipated that we will have three to six hours to evacuate to the Haig Point Welcome Center. A house to house inspection will be carried out by the Daufuskie Island Fire Department, Haig Point Security, and Beaufort Country Deputies to insure that everyone has evacuated.

EVACUATION DESTINATION

Listed below are the areas each fleet is assigned to transport evacuees. The ultimate determination is made by the Beaufort County EOC. The County will coordinate with the RTA to have a bus at the Hilton Head Landing to take any person requiring transportation to the nearest Hurricane Shelter.

AGENCY	DOCKING DESTINATION	1ST RESERVE	2ND RESERVE
County	Jenkins Island Public Dock	River St./Sav. Ga	
HP Inc.	Haig Point Embarkation	Broad Ck Marina	River St./Sav

ALTERNATE EVACUATION DESTINATIONS

During the notification period, the Emergency Preparedness Director will determine if it may be necessary for the evacuation to go to Savannah. If there

is any consideration that this may occur, the EPD will advise the evacuation agencies of such action. Once Hilton Head has been ordered to evacuate, the evacuation route for all of Daufuskie Island may be through Savannah, Ga. This alternative will remain available although its use is unlikely.

SAFE HARBOR	BOAT I	BOAT II
Windmill Harbor 1st secured	Ferry I	Sand Piper
Savannah River 2nd secured	Ferry IV	
Welcome Center 3rd secured	Ferry II	Pelican
Bluffton 3rd secured	HP III	
Cooper River	Alternate Location	
Bull Creek	Alternate Location	

COORDINATORS

Prior to the last evacuation boats leaving the Island, all agencies involved with the evacuation should coordinate final embarkation time with the Sheriff's Department Deputy. The last ferry leaving the Island will carry Fire, EMS, Security and certain management personnel.

HURRICANE PLAN

Beaufort County Warning System

OPCON V HURRICANE SEASON: Operation condition V begins on June 1st and lasts through November 30th. These are the dates of The Atlantic Hurricane Season. At this condition all agencies should review their hurricane plans and make any necessary improvements or corrections. All staff should be trained in the agency hurricane plans and procedures.

OPCON IV NOTIFICATION: During this condition the agency involved will receive a telephone call from the Emergency Management Department or the agency responsible for calling them to inform them that a hurricane is within the operational area of Beaufort County and may become a threat to the county. At this condition, all agencies should notify their Chief Officers of the potential hurricane threat and review their respective hurricane plans.

OPCON III STANDBY: During this condition the agency involved will receive a telephone call from the Emergency Management Department or the agency responsible for calling them to inform them to standby. At this condition, each agency notified to STANDBY should notify all their personnel to be ready to be called to work at a moment's notice. Also, at this time, other increased readiness activities may take place as determined by the departments or agencies standard operating procedures specified for this condition.

OPCON II FULL ALERT: At this condition, all personnel should be called into work per department SOPs and be ready to implement an evacuation ORDER. Also, those procedures assigned to this condition should be implemented.

OPCON I EVACTUATION: Once notified by the proper authority, agencies should begin evacuation of those zones specified in the evacuation order and also, those procedures assigned to this condition should be implemented.

HURRICANE WATCH OPERATIONS

- Keep all vessels as full of fuel as possible.
- Fill fresh water tanks.
- Remove all unnecessary loose gear from docks.
- Inspect storm gear-lines, chains, anchors.
- Check all safety gear on each vessel using the Coast Guard check list.
- Review the Beaufort County EOC evacuation plans.
- Review Company storm plans.
- Prepare vessels for heavy weather. Check all hatches; close all seacocks and valves that are not needed. Check manual vents.
- Engineering will perform inspection to check the condition and make any repairs prior to evacuation operations and vessel relocation procedures.
- Prepare the Sandpiper to shuttle crews from anchored vessels and to assist in anchoring procedures.
- Consult Front Desk to gather information available on guests in residence travel plans so we may start limiting ferry operations. By this time, we may already be operating on a modified heavy weather schedule. Standby crews will facilitate vessel preparations for storm conditions.
- Gather information from the Beaufort County EOC through the Front Desk.
- Call in essential personnel to effect safe vessel protection measures.

- Monitor the storm's progress constantly on VHF ChannelWX2 and the Weather Channel.
- Make sure all hand-held VHF's are charged.
- Deploy storm anchors with the Sandpiper during the evacuation; in the May and Cooper Rivers.
- Secure emergency pumps on the deck of the Pelican. Secure oil boom materials on the HP I, HP II, and HPIV.
- Place spare, charged 8-D batteries and jumper cables on board vessels. Portable 110 battery chargers should also be available.
- Remove all gear from docks and stow all loose gear on vessels.
- Rig storm gear-storm anchors, chain, chafing gear and mooring lines.
- Prepare to evacuate the island.
- Secure fuel systems after all vessels have been fueled.
- Seal the tank caps and cover the vent intakes.
- Fuel will be supplied by Beaufort County if ours becomes contaminated as long as we are transporting the public.
- Shut off electricity and water to docks. A utility group should take care of this, but we can double check.
- Animals may be transported on the cargo deck of our vessels, but they are not allowed in shelters.
- Wear PFDs during these operations.
- Marine Transportation staff members must place safety above all else. We must make it a point to ensure that we execute our responsibilities under these difficult conditions in a controlled fashion to eliminate the potential of personal injury.

HURRICANE IMMINENT

Move vessels to storm locations. After evacuation and vessel preparation procedures are completed, personnel will prepare to Evacuate. Under NO CIRCUMSTANCES, will MT staff stay on company vessels during sustained winds more than 74 mph. Recheck emergency communication network.

POST STORM OPERATIONS

- All crew members will contact the Lead Captain.
- Telephone the remote command post and listen to local radio stations. If possible, report for your assigned shift whether you think we are operating or not.

- See Beaufort County EOC disaster plan for reentry procedures.
- Vessels must be carefully inspected for sea worthiness before attempting to get underway.
- The first vessels put on line will proceed to predetermined pick up points to pick up authorized personnel.
- Complete damage reports on each vessel to be reviewed by the manager and chief engineer.

CHAPTER FIVE

EMERGENCY OPERATIONS

ACCIDENT PROCEDURES and REPORTING

In the event of an accident, injury or incident involving an employee or passenger, damage to any property, including Haig Point property, the Captain and the Lead Captain should be notified immediately or as soon as is reasonably possible. If neither of these supervisors can be reached, a member of senior management should be notified. Those involved and supervising the incident should remain calm and in control and should take steps to obtain emergency assistance if needed. This will also call for an automatic drug test if an employee is involved.

Immediate medical attention, if needed should always be the first priority. If first aid is required, contact the Emergency Medical Services as necessary. Then if the individual needs further care he/she will be transported via EMS. Whenever possible the Lead Captain will accompany the patient or meet them at that location. An injured employee should not be sent for medical treatment without proper notification and a designated person to accompany him/her.

- ✓ Make the injured person is comfortable. Arrange for first aid or necessary emergency treatment.
- ✓ Determine the closest location to obtain medical assistance.

All injuries must be reported regardless of severity as soon as possible (before the end of the shift) to the Lead Captain. This will also call for an automatic drug test if an employee is involved. If he is unreachable, notify the Human Resources Manager, or the GM. Failure to report all accidents could lead to disciplinary action.

Secure the injured person's version of the accident. Obtain the names and addresses of others in the vicinity whether they were eye witnesses to the incident or not. Complete an Incident Report while the situation is still fresh in your mind.

Inspect and verify the conditions of the accident premises, note any defects (i.e.: clean and dry surfaces, lighting, any objects near the injured person, or any other unusual conditions)

DO – Go to the scene at once
DO – Be courteous
DO – Be business like
DO – Inspect the scene closely
DO – Get all essential details

DON'T – Apologize for the accident
DON'T – Argue with the customer
DON'T – Reprimand any employee at the scene
DON'T – Admit responsibility
DON'T – Offer to pay medical expenses
DON'T – Discuss the accident with strangers at any time

MEDICAL EMERGIENCIES ON BOARD

Remember to **CHECK, CALL** and **CARE** just as you have rehearsed in CPR/First Aid Training.

Mates are expected to be the primary trained person on the scene.

1. **CHECK** the victim, the scene **and** the time.

2. **CALL** - notify the Captain or ask a passenger to notify the Captain. The Captain will need to know the nature of the problem (i.e. when it started, the age and sex of the victim and any known medical conditions). Ask a passenger to get the medical kit and AED.

3. **CARE** - for the conditions you find as you learned in CPR/AED and First Aid Training. If necessary, get assistance to move the victim to a safe location to give care. You cannot give CPR with the victim in a seat. A safe location would be the cabin floor of the HP I, II, and III, and IV: as well as the back decks. Place bench cushions under the victim. In the crew boat, - using the bench seat cushion across the aisle as a bridge would allow CPR to be done in the cabin.

Keep the Captain informed of changes in the patient's condition or with other information requested by Dispatch (i.e.: age, sex, problem, any medications)

Captains are to notify the Front Desk and ask them to call 911. Determine the time to reach the closest dock that the paramedics could get to and proceed ASAP with due regard to safe operation of the vessel and all its passengers. Watch your wake. If possible, establish direct contact with Dispatch via the VHF radio or cell phone.

MAN OVERBOARD/ PIW (person in water)

Operators and mates should always be on the alert for situations that could cause someone to fall overboard. Before that happens, passengers should be cautioned and asked to correct that situation. These would include things such as sitting on rails, sitting on the forward steps on the Ferry, horse play, children running onboard, standing on an aft deck box and anything else that could cause passengers to fall off the vessel. Intoxicated passengers require special attention and tact in handling. Never hesitate to firmly ask someone to be seated and remain seated for the trip. Always mention that your concern if for the passenger's safety.

While each situation may be difficult due to weather, visibility, age and size of the person who's overboard, the mate and captain's PIW routine should be rehearsed at least monthly with the goal of getting PIW back on board within four (4) minutes.

The mate will:

1. Shout "Man Overboard" and push the MOB alarm.
2. Throw over things that float. All boats are equipped with throw cushions and water light strobes on the decks.
3. Post a spotter/lookout and emphasize the importance of keeping the victim in sight and continuously pointing at the PIW. **DO NOT STOP POINTING.**
4. Notify the captain if he has not already responded by turning and/or slowing the boat. **The boat mate should have the hand held VHF with them at all times to be an open line of communication (ch65). The CAPTAIN also will utilize the hand held VHF in the Pilot House when we moves to the Aft Station.**

5. Don type I PFD or type III rescue vest (the floating retrieval line is available for night or cold).
6. Break out recovery gear, block and tackle (if on the ferries or crew boat), and ladder and throw able life ring.
7. Clear cargo deck of non –essential passengers. Be sure spotter still has the victim in sight.
8. Notify captain when recovery gear is ready.
9. Wait for captain's instructions. Do **NOT** throw recovery gear until so ordered by the captain.

The captain, upon hearing the shout "Man Overboard" or MOB alarm will:

1. Slow the vessel and hit MOB on the GPS: hit MARK/MOD:hit →: hit ENTER: hit ENTER then pick display of choice.
2. Try to get visual sighting of PIW.
3. Broadcast a ***PAN PAN*** on VHF channels 16 and 65 and notify other company boats.
4. Note time, weather, tide conditions and go >to –enter-MOB=on GPS.
5. Return to position of PIW. If there are other vessels in sight-sound 5 short blasts on the horn. (Emergency signal)
6. Ensure the boat mate is ready to begin recovery (proper PFD worn).
7. Determine condition of PIW (active/passive).
8. Approach PIW from downwind.
9. Give detailed instruction to mate.
10. Shut down engine when the PIW is alongside.
11. Refrain from putting anyone else in the water until all other means have failed.
12. Once PIW is on board cancel ***PAN PAN*** and care for victim as needed.

Under the captain's orders the mate should be ready to rig the ladder, Life Sling, block and tackle and bosun's rope chair as needed.

A victim immobilized by cold and/or unconscious may need to be recovered by the tethered mate getting into the water and swimming to the victim. He will use a rescue tube to first touch the victim and help support the victim while being pulled back to the boat via the tether, which will be managed by the captain or his designated helper.

RESCUE KITS
LOCATIONS

Haig Point I -	Aft starboard deck box
Haig Point II -	Aft starboard deck box
Haig Point IV	Starboard side storage locker above "Pet Seat"
Crew boat - deck.	Starboard, and forward under canopy on aft
Haig Point III	Under V berth in forward cabin.
Sandpiper -	Under V berth in forward cabin.

CONTENTS

Ferries and crew boat:	Type 1 PFD + type III vest Retrieval line Throwing line in bag Bosun's chair of rope Block and tackle 300' PFD tether Life Sling
Haig Point III / Sandpiper:	Type 1 PFD + type III rescue vest Retrieval line Throwing line in bag Jacobs ladder (rope) 300' PFD tether Folding ladder

DAMAGE CONTROL
The Damage Control Kits are onboard all Haig Point vessels. Orientation and training on their use, purpose and procedure will be provided by the Department and the Captains so assigned.

The Damage Control Kits are located under the Captain's chair on the crew boats and in the middle bench on the port side of the Haig Point ferries. On the

Haig Point III and the Sandpiper, the kits are located forward in the **"V"** berth area.

The kits should not be opened unless they are being used. Report any broken seals to the Lead Captain. There is one open kit in the Marine Transportation Office for your inspection.

Damage Control Kit Contents:

1-Hatchet/Hammer	5-Hose Clamps	4-Clothes
2-Pipe Wrenches	2-DC Plugs	2-Rubber Gasket Material
1-Screw Driver	4-Batteries (dated)	1-Cork Gasket Material
1-Flashlight	1-Electrical Tape	1-Utilty Knife
1-Duct Tape	1-Shim Set	
1-Vise Grips	Plastic Wire Ties	

EMERGENCY DE-WATERING PUMP

The HPI and the HPII have 220-volt powered pumps on the forward port side of the engine room. The HPIV has a similar pump located in front of the starboard engine. These pumps serve dual functions as an emergency means of de-watering a compartment and as a water source in case of fire. The operation of both pumps is very similar with only some minor differences in piping. If an emergency de-watering condition exists and other vessels are in sight-the captain should sound 5 short blasts on the horn in addition to notifying the USCG and other vessels via a ***PAN PAN*** on the VHF.

All three vessels are also equipped with pumps that can be powered by and operate off the main engines. The HPI and HPII has an engine driven pump located on the front of the port engine. The engine driven pump on the HPIV is located on the front of the starboard engine. These pumps can be used in place of the 220-volt electric pump.

NOTE: The engine driven pump will pump slowly and with little pressure when the engine is at idle. To increase the pressure, the engine will have to be put into NEUTRAL and run at a higher RPM.

WARNING: Personal Safety Hazard
Since these pumps are alternating current powered, the generator must be in service or the vessel plugged into shore power to use these pumps. In any situation that involves flooding in the engine room, extreme caution must be used when deciding to use the emergency pump. Generally if the water level is above the floor boards, the generator must be shut down for safety. At that point the portable gasoline powered pump *(located on the Haig Point and Welcome Center dock)* should be the emergency alternative. If the water level is low enough to not be concerned with electrical shock or the flooding is in another compartment the emergency pump can be used to lower the water level and help the DC bilge pump evacuate the compartment.

VALVES SETTINGS:
The emergency pumps are connected to a thru hull fitting in the engine room to allow sea water to prime the pump and serve as a water source for the fire fighting system. The valves in line with the thru hull must be open to deliver water to the pump. With all in line valves open, including the overboard discharge, turning the pump ON will start a large volume of sea water being discharged overboard to ensure that the pump is primed.

NOTE: On the Haig Point I the thru hull intake is also used to supply water to the Air Conditioning circulating pump. In practice or test situations shut off the air condition compressors and pump before closing the valve to that pump. That valve must be closed when using the emergency pump to avoid drawing air from that system.

DIRECTING INTAKES TO DE-WATER A COMPARTMENT:
At this point all suction is through the sea chest and not to any compartment. To draw water from a compartment, slowly open the gate valve from the desired compartment and establish suction to that compartment. After 15-30 seconds, close the raw water intake, directing all suction to the desired compartment. The ease of establishing flow from the desired compartment is determined by how much water is in that compartment. If the compartment is flooded, it should be easy to start suction; if you are pumping the bottom of a compartment it may be difficult because of air in the horizontal lines.

FIRE PUMP:
When using the emergency pump as a fire pump, start the pump as described above. Once a flow of water is started from the sea chest overboard, close the overboard discharge while opening the gate valve leading to the deck fire hoses. You will then have water pressure at both the aft and forward deck fire stations. After securing pump, check compartments for water accumulation.

PRACTICE:
All the procedures described should be practiced regularly to familiarize you with the location of all valves and the operation of these systems. In an emergency, you should be able to start this system and bring it online quickly and efficiently.

TO ACTIVATE ELECTRIC EMERGENCY DE-WATERING PUMP

HAIG POINT I

1. In the Pilot House
   - **A.** Turn **OFF** both air conditioners
   - **B.** Turn **OFF** both air conditioner circuit breakers
   - **C.** Turn **OFF** air conditioner pump circuit breaker

2. In the Engine Room
   - **A. CLOSE** the following valves on the Pump Out Manifold
     1. Collision compartment (normally closed (n.c.))
     2. Void compartment (n.c.)
     3. Fuel compartment (n.c.)
     4. Lazarette (n.c.)
     5. Engine room (n.c.)

   B. CLOSE the Air Conditioner Feed Valve (normally open (n.o.))
   C. CLOSE the Fire Hose Feed Valve (n.c.)
   D. OPEN the Overboard Discharge Valve (n.o.)
   E. OPEN the Manifold Feed Valve (n.c.)
   F. OPEN the Sea Chest Valve (n.o.)
   G. TURN ON 220V Pump Switch. Ensure water is being pumped overboard.

H. **OPEN** valve for the flooded compartment while CLOSING THE Manifold Feed Valve. This will drain water from the flooded compartment to overboard.
To SECURE, reverse procedure.

HAIG POINT II

1. In the Engine Room
   A. **CLOSE** the following valves on the Pump Out Manifold
      1. Collision compartment (normally closed (n.c.))
      2. Void compartment (n.c.)
      3. Fuel compartment (n.c.)
      4. Lazarette (n.c.)
      5. Engine room (n.c.)
   B. **CLOSE** the Fire Hose Feed Valve (n.c.)
   C. **OPEN** the Overboard Discharge Valve (normally open (n.o))
   D. **OPEN** the Manifold Feed Valve (n.c.)
   E. **OPEN** the Sea Chest Valve (n.o.)
   F. **TURN ON** 220V AC Pump Switch. Ensure water is being pumped overboard
   G. **OPEN** valve for the flooded compartment while **CLOSING** the Manifold Feed Valve. This will drain water from the flooded compartment to overboard.
   H. To secure, reverse procedure

HAIG POINT IV

XII. In the Engine Room

A. **OPEN** Manifold Valve

B. **CLOSE Fire Valve**

C. **CLOSE Valve #10**

D. **CLOSE Valve #9**

E. **CLOSE** the following valves on the Pump Out Manifold
   1. Collision compartment (normally closed (n.c.))
   2. Void compartment (n.c.)

3. Fuel compartment (n.c.)
4. Lazarette (n.c.)
5. Rudder
6. Engine room (n.c.)

H. **OPEN** the Sea Chest Valve (n.o.)

I. **TURN ON** 220V Pump Switch. Ensure water is being pumped overboard

J. **OPEN** valve for the flooded compartment while **CLOSING** the Manifold Valve. This will drain water from the flooded compartment to overboard.

H. To secure, reverse procedure.

HAIG POINT PELICAN

1. On the Cargo deck:
   A. **CLOSE** fire station #6 valve (normally open (n.o.)
   B. **CLOSE** fire station # 6 fire hose nozzle (n.o.)
2. In the Engine room:
   A. **CLOSE** the following valves on the pump out manifold
      1. Rudder compartment (normally closed (n.c.)
      2. Engine room (n.c.)
      3. Void compartment (n.c.)
      4. Collision compartment (n.c.)
   B. **OPEN** the sea chest valve (n.c.)
   C. **OPEN** the overboard discharge valve (n.c.)
   D. **OPEN** the overboard discharge valve (n.c.)
   E. Move the crash pump handle to the **OFF** position (pointing outboard). This handle is normally in the **OFF** position.
   F. **START** starboard engine
   G. Pull crash pump handle to the **ON** position (pointing outboard). Ensure water is being pumped overboard.
   H. To **SECURE,** reverse procedure

CAUTION: be especially careful working around the pump and handle to avoid the belt that drives the pump. Use your left hand to actuate the pump handle.

EMERGENCY FIRE PUMPS – ELECTRIC

All ferries have electric water pumps in the engine room that can be activated to direct water to the fire hoses on deck.

HAIG POINT I

1. In the Pilot House:
   A. Turn **OFF** both air conditioners
   B. Turn **OFF** both air conditioner circuit breakers
   C. Turn **OFF** air conditioner pump circuit breaker

2. On the Fore deck (if applicable):
   A. **OPEN** fire station #5 valve (normally open (n.o.))
   B. **OPEN** fire station # 5 fire hose at the nozzle
   C. Ensure someone is holding the fire hose at the nozzle

3. On the Cargo deck (if applicable):
   A. **OPEN** fire station #6 valve (n.o.)
   B. **OPEN** fire station # 6 fire hose nozzle (n.o.)
   C. Ensure someone is holding the fire hose at the nozzle

4. In the Engine room:
   A. **CLOSE** the following valves on the pump out manifold
      1. Collision compartment (normally closed (n.c.)
      2. Void compartment (n.c.)
      3. Fuel compartment (n.c.)
      4. Lazarette compartment (n.c.)
      5. Engine room (n.c)
   B. **CLOSE** the air conditioner feed valve (n.o.)
   C. **OPEN** the fire hose feed valve (n.c.)
   D. **OPEN** the overboard discharge valve (n.o.)
   E. **OPEN** the sea chest valve (n.o.)
   F. **OPEN** the manifold feed valve (n.c.)
   G. **TURN ON** 220V AC pump switch. Ensure water is being pumped overboard

H. **OPEN** the fire hose feed valve (n.c.) while closing the overboard discharge valve (n.o.).This will supply water to the fire hose. After starting the fire hose

I. **CHECK** compartments.

J. To **SECURE,** reverse procedure

HAIG POINT II

1. On the Fore deck (if applicable):
   A. **OPEN** fire station # 5 valve (normally open (n.o.))
   B. **OPEN** fire station # 5 fire hose nozzle (n.o.)
   C. Ensure someone is holding the fire hose at the nozzle.
2. On the Cargo deck (if applicable):
   A. **OPEN** fire station # 6 valve (n.o.)
   B. **OPEN** fire station # 6 fire hose nozzle (n.o.)
   C. Ensure someone is holding the fire hose at the nozzle.
3. In the Engine Room:
   A. **CLOSE** the following valves on the pump out manifold
      1. Lararette compartment (normally closed (n.c.)
      2. Collision compartment (n.c.)
      3. Void compartment (n.c.)
      4. Fuel compartment (n.c.)
      5. Engine room (n.c.)
   B. **CLOSE** the fire hose feed valve (n.o.)
   C. **OPEN** the overboard discharge valve (n.o.)
   D. **OPEN** the manifold feed valve (n.c.)
   E. **OPEN** the sea chest valve (n.c.)
   F. Turn **ON** 220V. AC bilge pump switch. Ensure water is being pumped overboard.
   G. **OPEN** the fire hose feed valve (n.c.) while **CLOSING** the overboard discharge Valve (n.o.) This will supply water to the fire hose.
   H. To secure, reverse procedure.

HAIG POINT IV

This boat is equipped with a remote fire pump switch which is powered by the STBD engine. In the event of an onboard fire situation, it can be activated directly by the Captain and will save the time of having to go into the engine room. It should be the first option and the valves are pre-set in this configuration. It is powered by the STDB Engine, so that that engine must be running.

TO ACTIVATE THE ENGINE DRIVEN FIRE PUMP:

Flip the Fire Pump Switch in the wheelhouse.

TO ACTIVATE THE ELECTRIC FIRE PUMP:

1. In the Engine Room:
   A. **OPEN** the Sea chest
   B. **CLOSE** the Manifold valve
   C. **CLOSE** the Fire Valve
   D. **OPEN** Valve #10 to the electric pump
   E. **TURN ON** 220V. AC pump switch. Ensure water is being pumped overboard
   ONCE THERE IS WATER FLOW
   F. **CLOSE** overboard discharge valve #12
   G. **OPEN** Valve #9
   H. **OPEN** Valve #11 to the fire hose
   I. To secure, reverse procedure.

HAIG POINT PELICAN

1. On the Cargo deck:
   A. **OPEN** fire station # 6 valve (normally open (n.o.))
   B. **OPEN** fire station # 6 fire hose nozzle (n.o.)
   C. Ensure someone is holding the fire hose at the nozzle.
2. In the Engine room:
   A. **CLOSE** the following valves on the pump out manifold
      1. Rudder compartment (normally closed (n.c.))
      2. Engine room (n.c.)
      3. Void compartment (n.c.)
      4. Collision compartment (n.c.)
   B. **OPEN** the sea chest valve (n.c.)

C. **OPEN** the pump feed valve (n.c.)

D. **OPEN** the overboard discharge valve.(n.c.)

E. Move the crash pump handle to the **OFF** position (pointing outboard). This handle is normally in the off position.

START starboard engine.

G. Pull crash pump handle to the **ON** position (pointing inboard).

H. **CLOSE** the overboard discharge valve. This will supply water to the fire hose.

I. To secure, reverse procedure.

GAS POWERED EMERGENCY BILGE / FIRE PUMPS (On each dock)

Note: the following items are required for operation:

A. Fire pump
B. Fire hose with attached coupling and nozzle
C. Pick up hose with attached coupling and pick up strainer
    1. Pick up hose at the Welcome Center is located with the green covered Oil Pollution equipment under the gazebo.
    2. Pick up hose at Haig Point is located by back stairs of the Dockhouse at the top of the golf cart ramp.
D. Garden hose connected to fresh water supply
E. Can of WD-40

1. Remove pump and fire hose from the storage box located on the floating dock. Attach fire hose to top male coupling on the pump. Uncoil fire hose.
2. Check pump engine for proper oil and gasoline levels.
3. Attach pickup hose to bottom male coupling on the ramp.
4. Remove priming plug on top of pump. Ensure drain plug is securely in place. Using garden
   Hose, fill pump with fresh water. Replace priming plug.
5. Move choke level to full throttle.
6. On HP dock pump, be sure gasoline On/Off valve in **ON.**
7. Move fuel lever to full throttle.
8. Ensure someone is holding the fire hose at the nozzle.
9. Pull starter cord. When engine starts, move choke lever to off position.
10. After a short delay, the pump will start pumping raw water.
11. To stop pump operation:
    A. Move fuel lever to the off position.

B. Move choke lever to full choke position.

12. Disconnect fire hose and pickup hose. Clean with fresh water. Spray WD-40 on couplings, nozzle and pickup strainer.

13 Remove priming plug and drain. Drain raw water from pump.

14. After engine has cooled down, clean exterior of unit and interior of pump with fresh water.

Drain pump.

15. Spray WD-40 on all exterior surfaces of unit and interior of pump.

16. Replace priming and drain plugs.

17. Restore equipment to proper location.

18. **WARNING: Do not refuel a hot engine. Wait until it cools.**

FIRE PREVENTION AND FIREFIGHTING

THE NATURE OF FIRE

Fire is a chemical reaction known as combustion. Combustion is defined as the rapid oxidation of combustible material accompanied by a release of heat and light. A new theory has been developed to explain combustion and extinguishment further. It uses the configuration of a four sided figure from solid geometry, the tetrahedron, which resembles a pyramid but has a triangular rather than a square base. One of the four triangular sides serves as the base and represents the chemical chain reaction that takes place during the combustion process. The remaining three sides represent heat, fuel and oxygen. Removal of any one of the four sides makes the pyramid incomplete and results in extinguishment of the fire.

A common source of boat fires is fuel leakage in the engine compartment or bilge; ignition results from engine heat or spillage onto hot engine parts. Diesel fuel is far less dangerous than gasoline but must not be ignored if spillage or leaks occur.

Electricity is a safe and convenient source of power when properly installed and maintained. With age and wear, aggravated by vibration, moisture and heat, however, wiring insulation can crack or chafe, exposing bare wires with the risk of fire. Faulty electric motors and starters can also produce sparks and arcing if a winding becomes short-circuited or grounded or from erratic operation of the brushes.

Portable electric heaters should be well secured and have an automatic "tilt switch" to cut off power if upset.

Batteries being charged emit hydrogen gas which is highly flammable and potentially explosive. Never smoke around a battery. Never connect or disconnect a battery, with the possibility of a spark, until the surrounding space has been thoroughly ventilated. Careless disposal of cigarettes may start a fire in trash bins, seat cushions and upholstery. Please extinguish in appropriate receptacle.

CLASS OF FIRE

On Board fires fall into three classes: A, B, and C, identified by the material that is fueling the flames.

Class A: Ordinary combustibles, including wood, paper, foam, fiberglass, rubber, some plastics and other materials that easily burn. Class A fires are best extinguished with water.

Class B: Flammable Liquids, including gasoline, diesel fuel, propane, paints, varnishes, oils greases and flammable gases. Class B fires can be extinguished by smothering with a fire blanket or with type B-I or B-II extinguisher.

Class C: Electrical fires, including any energized electrical equipment. Class C fires are best extinguished with sodium carbonate (dry chemical), carbon dioxide (which can be dangerous to humans) or new Halon alternative like FE-241. Warning: once fire fighting chemicals have been released, do not enter the space without proper PPE.

EXTINGUISHING AGENTS

Extinguishing agents available on Haig Point vessels are:

Water. Water is used primarily on **Class A** fires. The application has a cooling or smothering effect on the burning material. Water should **NOT** be used on **Class B** fires or **Class C** fires until after the power source has been de-energized. **Water** is available around the vessel, by using the boat's fire pump and on the Haig Point dock.

Dry Chemical. All of the portable fire extinguishers on the Haig Point boats are of the **dry chemical** type and are effective against **Class A, Class B,** and **Class C** fires. The cylinder contains a dry chemical in powdered form together with a propellant gas under pressure. In order to be effective, it must be discharged toward the base of the fire. Coast Guard regulations require that such extinguishers be equipped with a gauge or indicator to show that normal gas pressure exists within the extinguisher. This extinguisher, though economical, is messy, and if used, a clean up job must follow. Do not test by triggering a short burst of powder. The valve probably will not reset fully and the pressure will slowly leak off.

De-energizing. De-energizing an electrical fire, **Class C,** converts the fire to a **Class "A" FIRE.** (See above).

LOCATION OF FIRE EXTINGUISHERS

Ferries:	Fire Station # 1: Pilot House Fire Station # 2: Aft Cabin Bulkhead (inside) Fire Station # 3: Aft Cargo Deck Fire Station # 4: Engine Room Fire Station # 5: Fore Deck, 50' hose Fire Station # 6: Cargo Deck, 50'hose
Crew Boat:	Fire Station # 1; Pilot House; Starboard Side of Berth Fire Stations # 2 & 3; Outboard, Last Seat, Port & Starboard Fire Station # 4; Starboard Bulkhead; Cargo Deck Fire Station # 5; Engine Room Fire Station # 6; Cargo Deck, 50' hose
HP III:	Fire Stations: # 1 & 2; Outboard of Captain's Seat Fire Stations: # 3; Below; Port, Base of Companionway Fire Stations: # 4; Fixed System

Sandpiper: Fire Station #1; Outboard of Captain's Seat
Fire Station # 2; Fixed System
Fire Station # 3; Port, Forward Bulkhead
Fire Station # 4; Starboard, foot of V-berth

FIRE FIGHTING ON BOARD

It cannot be overemphasized enough that a fire onboard a boat is a serious problem and you must be prepared to deal with the situation at hand. Remember that nothing may be more effective for a Class A fire than a bucket of seawater.

Notify other HP boats using VHF channel 65. The other captain(s) can assist by serving as a point of communication for other agencies, boats and departments.

If a dangerous condition develops, notify the Coast Guard on VHF channel 16.

1. Locate and confine the fire: close hatches, doors and vents.
2. Stop vessel and /or turn downwind to lessen apparent wind and keep smoke away from passenger areas.
3. Move passengers away from the fire and don PFDs.
4. If there are other vessels in sight-sound 5 short blasts on the horn.
5. If you suspect an ER fire, check deck and hatch for heat. (back of hand)
6. Before cracking the hatch, have assistance present and fire extinguisher and have another ready at hand.
7. Keep the hatch between you and the fire as a shield.
8. If you can determine the source of the fire, use the fire extinguisher and have another ready at hand.
9. If the fire/heat/smoke is too intense, close the hatch and all vents and discharge the fire extinguisher into the fire port.
10. On the Haig III and Sandpiper, if the automatic system actuates, close the manual vents on the cabin bulkhead and manually shut down the blower, gen set and main engine if the auto shutdown fails.

Fiberglass boats such as the Haig Point III and Sandpiper burn quickly at extreme temperatures. They also give off noxious fumes. If you smell the hull burning, you should take immediate steps to abandon ship. Once the hull is burning, the

fuel tanks can't be far behind. The gasoline de-watering pump at both docks may be used for firefighting at the dock.

In no case after a fire shall a boat be used to transport passengers until checked by the Marine Engineering Department.

CHAPTER SIX

ENVIROMENTAL PROTECTION

ENVIROMENTAL POLICY

Haig Point takes pride in the accomplishments regarding environmental excellence. The Marine Transportation Department continues these actions by operating in the most environmentally safe and sensitive manner possible. We will not pollute our marine environment and we will respond to accidental incidents actively in a safe environmentally sound fashion.

PREVENTION

The best and most expedient means for keeping the local Marine Environment clean and pollution free is prevention. The installation of holding tanks without overboard discharges for all Haig Point Vessels have eliminated one possible source of pollution. Other areas where we can help maintain water quality are litter, cigarette wastes, and accidental fuel and oil spills.

Garbage Dumping, Litter, Cigarette Waste

Under Federal Law, it is illegal to discharge plastic or garbage mixed with plastic into any waters. Regional, state or local regulations also apply. In the inland waters and out to three nautical miles offshore it is illegal to dump any garbage into navigable waters. The many trash cans on board our vessels should be used for trash disposal. The trash should be consolidated into the large trash bags and disposed of in the dumpster at the Welcome Center. Ash trays, where available, should be used and passengers and crew should be discouraged from throwing butts overboard.

Waste Management Plan for all Haig Point Vessels

Solid waste management procedures: All the garbage generated on the vessel is put in a garbage bag and disposed of in the trash containers at the harbor at the end of each trip. All crew members have been oriented to the requirements of MARPOL Annex V by the captain and all new crew are specifically shown the MARPOL V placard. The crew is told to keep all refuse stowed on board until they can dispose of it properly. Passenger orientation to the vessel includes being shown the location of the trash receptacles and mention of refuse discharge regulations.

Recycling

We recycle newspaper, batteries and waste oil. Old newspapers should be removed from vessels each evening and placed in the dock box on the Welcome Center dock. As these accumulate, bundle the papers with twine, and place up at the bag drop.

Fuel and Oil Spill Prevention

We use more that 160,000 gallons of fuel and several hundred gallons of oil in the Haig Point Vessels every year. Keeping these petroleum products out of the waterways must be a top priority.

Fueling: Make sure you have reviewed the fueling procedures that follow in this section.

Always have two people on the dock while fueling.
Have absorbent material available for minor spills.
Know the location of all shut off valves in the fuel transfer system.
Pay attention to fuel levels and fueling to prevent accidental discharge.

Accidental Discharge from Bilges: To help prevent accidentally pumping of bilge water contaminated with fuel or oil:

- ✓ Check bilges often for the presence of fuel or oil, if a problem is found, turn off the automatic switch to the bilge pump in that compartment, determine the source of the fuel or oil and use absorbent material to clean up the compartment before turning the bilge pump back on. Oil absorbent pads should be disposed of in the yellow receptacles located on the Haig Point dock.
- ✓ Monitor water levels in any vessel that has its bilge pumps turned off. If a spill should occur, please follow the spill procedures. Automatic bilge pumps are **NOT** located in the fuel tank compartments on the Haig Point vessels.

MARINE SANITATION DEVICE PROCEDURES

All vessels equipped with marine sanitation systems are fully self-contained, type I systems. These systems exceed current State and Federal regulations. They are environmentally safe and very low maintenance. Anti-bacterial wipes are located onboard the crew boats and Haig Point III since these boats do not have running water.

Each head pumps sea water through a sea valve in the void compartment. During the flushing process, all matter is shredded in the macerator pump located at the base of each head. The sewage collects in the holding tank located in the void compartments. A treatment chemical is added each week to control odors and begin the decomposition process. Each vessel's holding tank is pumped at least twice a week.

Operating procedure for "Mobile" pump out system

The Marine Sanitation Device (MSD) must be pumped out at least twice per week, currently on Tuesday and Friday. In order to do this, IF personnel are available, pick up the "Mobile" at it's location in the POA service area and bring it to the dock. If marine transportation personnel are not available, ask the Marine Engineering Department if they can bring the "Mobile" to the dock.

Before handling this equipment:

1. Don appropriate protective gear (disposable protective gloves)
2. Remove the spiral reinforced suction hose from dock storage box and lay out the hose in smooth curves on the dock before connecting the hose to the suction port on the deck of the vessel to be pumped, open the valve and connect hose. Be sure the connection is tight or suction will be poor. Do **NOT** attempt to operate the pump if there is any chance that the pump may be frozen, i.e. ambient air temp is or has been recently been below freezing. In the event that it is too cold to use the pump, as a back up; call Harbourtown to find out if their pump out system is operational.
3. Plug in 120V 30 amp power cord into the power post. Be sure cord is free of defects, and breaker is off before plugging in. Once suction hose is connected, turn on breaker. Operate pump until hose becomes light, (not weight of fluids) then turn off pump at breaker and disconnect hose. Close the valve.
4. In order to prevent damage, carefully pull the suction pump, suction hose and electric cord on the suction pump when moving it to another boat or preparing it to be returned to the dock box. When finished pumping all boats, suck seawater through the hose to rinse it before re-stowing the hose in the dock box.
5. Remove gloves without contaminating yourself and wash hands before beginning another project, eating or smoking.

6. Add appropriate amount of chemical to the MSD via a toilet and flush for at least 30 seconds except the crew boats which should have the chemical added directly into the dock discharge pipe.
7. Record "pumped MDS and chem. added" into ship's log.

The following information is required by law to be posted near the bilge pump controls and /or in the engine space of every vessel:

DISCHARGE OF OIL PROHIBITED
The Federal Water Pollution Control Act prohibits the discharge of oil or oily waste into or upon the navigable waters and contiguous zone of the United States if such discharge causes a film or sheen upon, or discoloration of, the surface of the water, or causes a sludge or emulsion beneath the surface of the water. Violators are subject to a penalty of $5,000.

Haig Point Ferry Company employees will not willingly violate the above requirements and will do everything in their power to protect and preserve the pristine environment that they work in.

DISCHARGE OF OIL PROHIBITED
Any fuel and/or oil must be removed from our vessels using the oil absorbent mats prior to the activation of the bilge pumps. Any spill, no matter how small, must be reported to the Lead Captain immediately. Employees must be aware of the extremely high environmental and financial liability involved with pollution of this kind. Your attention to, and awareness of, Haig Point's concern for the environment is very important, especially when fueling our vessels.

Any negligent act or willful deviation or violation of the above regulations may result in the employee's immediate termination.

VESSELS FUELING PROCEDURES
We have a 10,000 gallon in-ground fuel tank located in the parking lot of the Welcome Center. Manual and electric valves are located at the foot of the dock. The submersible pump and electric valve is activated by the toggle switch on the floating dock. There is a manual gate valve at the top

of the western ramp. A manual ball valve is located beside the separator. Power is supplied to the system through the breakers under the baggage shelter. In the event of an equipment malfunction, turn off the power and valves immediately.

- Do not take on fuel if a tanker is unloading fuel into the tank.
- Keep an accurate log, and return the notebook to the Dock Box.
- If fueling at another location, be aware of fuel system differences
- Secure the dock area and boat.
- Remove fuel tank fill cap.
- Put fuel hose nozzle into tank fill.
- Place oil absorbent pads around tank fill.
- Record the total gallon reading and reset meter to "0".
- Turn on key switch.
- Open ball valve.
- Open fuel nozzle

  Keep your hand on the fuel nozzle while pumping

  DO NOT LEAVE THE PUMP UNATTENDED AT ANY TIME

AFTER FUELING

- Turn the key and ball valve OFF.
- **Release the pressure from the fuel hose**.
- **Do not drag** but carry the fuel nozzle to the tray.
- Reel in the fuel hose.
- Record the amount in the fuel log sheet as well as in the vessel's log.

ACCIDENTAL DISCHARGE RESPONSE

In the event of a fuel or oil spill, use the following information as a guide.

EVALUATE THE SITUATION

Determine the source of the spill and take steps to stop the discharge. If the spill occurs while fueling, **STOP FUELING IMMEDIATELY,** turn the switch off, and close all valves as needed. If the spill is from a vessel, shut off all bilge pumps to prevent more discharge. Determine the amount of oil spilled (estimate in gallons).

OIL SPILL KITS

Response kits are located on both docks to start containment and clean up procedures. Containment should be the first consideration after evacuation. Two types of boom material, a Skimming Boom and a Spaghetti Boom, are located in the attic at Haig Point and on the dock at the Welcome Center. Chose the size and type of boom material that suits the spill. If deploying in the water, place the boom down stream of the spill and link together as needed. If possible try to encircle or trap the spill against the dock or shore. On open water, place the boom on the edge of the spill to contain it. Use the clips and fastening rings on the ends of the booms, overlapping the ends and fastening. The booms will absorb large amounts of petroleum products. The nylon mesh lets oil through, where it is trapped by the pulp material. Once the spill is contained, use the Spaghetti Pillows and absorbent pads to continue the cleanup. The fast wicking action and large surface area of the pillows and pads ensure fast absorption. If the spill occurred on the dock, after containment, you may choose to use the fuel solidifier also located in the kit. Pour the solidifier on the spill, once the spill has solidified, pick up the pieces and save in plastic garbage bags. Save all cleanup material using the container from the spill kit and plastic garbage bags. Don't use dish soap or other dispersants.

NOTIFICATION

Contact the Lead Captain immediately. Determine if the spill will require a change in the departure schedule in order to deal with the situation. He will make the final decision about reporting the spill and will make the necessary phone calls. If you are unable to notify the Lead Captain or Senior Captain, notify the GM if the spill occurs on the weekend.

AFTER THE INCIDENT

Make notes about the spill while the facts are fresh in your mind. This information will be needed for the reports submitted to the Lead Captain. Do not discuss the spill with other employees, property owners or others. If contacted by the press, refer them to the GM.

To meet Federal regulations for leak detection in the 10,000 gallon tank at the Welcome Center; the following procedures are required. Each January our tank is pressure tested.

The test well caps must be properly marked and locked to prevent contamination from surface water infiltration.

Daily dips are required for our primary means of leak detection and inventory control. The evening even watch is responsible for sticking the tank and recording the information nightly. Replacement crews should know how to check the fuel level so that it can be done when regular crews are not on duty.

Notify the manager when fuel inventory drops below 1500 gallons or 19" on the dipstick.

FUEL OR OIL SPILL MANAGEMENT PROCEDURES

- Determine the source and stop the spillage
- Estimate the amount of spill.
- If spilled into the **WATER,** start cleanup procedures; and call the Lead Captain and/or the Senior Captain. Continue containment and cleanup
- Lead Captain will call WQIS, USCG and Engineering.

If spilled **other than into the water,** isolate the area to prevent injuries. Start containment and cleanup, call the Lead Captain and/or Senior Captain, the call Engineering to expedite repairs. Continue containment and cleanup.

CHAPTER SEVEN

BOARDING GUIDELINES AND RULES ON BOARD

Boarding Guidelines Overview

Passengers and passenger comfort and safety are our number one priority. Monitor the situation taking into account the weather conditions to make our passengers as comfortable as possible. For example, if the weather is pleasant, they may wait on the dock while trailers are loaded. If the weather is inclement they should be given the chance to board as soon as it is safely possible to do so.

Load the cargo; be sure the cargo is secure, warm up the engines, listen for radio traffic and deliver the safety message.

BOARDING GUIDELINES and SAFETY

No one, except authorized ferry company personnel, is allowed on the floating dock until the vessel is completely secured to the dock. Passengers are permitted on the floating dock only during boarding and disembarking.

Always direct passengers to the proper boat. Do not let them wander from boat to boat wondering which to board. Again passenger control is very important.

Always greet passengers (members as well as employees). Offer to aid in boarding help with strollers, packages, negotiating ladders, etc.

Please keep your hands out of your pockets, it looks very unprofessional, if you need to put them somewhere, clasp them behind your back.

Go the extra mile. Example: if the upper deck seats or pet seats are wet, wipe them off. Don't wait to be asked.

Please keep an eye on small children boarding and leaving the vessel. Don't assume Mom and Dad are watching. They are your responsibility in all the Marine areas.

When using the boarding stairs, please hold the handrail and offer to help all passengers.

The boat crew will deliver trailers coming off the boat to the valet stand at the Welcome Center.

The boat crew will be responsible for bringing down all trailers that have been safely loaded by 20 minutes after the hour.

Any trailers not loaded by 20 after will be the responsibility of the Member Service staff. The boat crew should clearly communicate that they are heading down to the dock to prepare the cabin and greet passengers. And that any more trailers should be brought down by the Member Services staff.

Every passenger must present a boarding card or a pass prior to boarding.

Passengers that do not have a pass or whose pass is invalid can use the Service Phone located at the top of the ramp on both sides in order to contact the Front Desk for assistance in obtaining a pass.

If a passenger does not have a pass, and has not or will not resolve the issue over the phone with the Front Desk. Please offer assistance by asking them to sign the Ferry Manifest Sign-In Sheet and then see them aboard. Use the information from the sign in sheet to contact the Front Desk. Someone from Member Services will then meet them on the other side to offer assistance.

Possession of alcoholic beverages by minors on Club boats is not permitted. It is illegal for minors to possess alcohol and the Haig Point Club does not want to assume any liability. All crews are to monitor cargo up to and including asking to see what is in a cooler or any other packaging if you suspect there may be cargo of this type being transported by a minor.

When you become aware of this situation, take the following action:

1. Transport the child but not the alcohol.
2. The captain will call security to hold the alcohol.
3. Security will turn the alcohol over to Management.
4. Management will notify the parents or responsible adult and handle the situation from that point on.

MEMBER/GUEST POLICIES

Your comfort and safety are our top priorities. Please help ensure a pleasant experience by following these procedures:

Always be careful on the docks, walkways and ramps, especially when they are wet and icy. On time service in important to everyone, so please be on board at least five (5) minutes prior to departure.

- Please do not drive golf carts, ride skate boards, scooters or bicycles on the docks.
- Supervise young children closely, both on the docks and boats.
- Ensure that children don't run.
- Never try to board any vessel after the boarding ramp has been raised or the steps have been removed.
- Pay attention to the Captain's safety instructions including that all passengers must be seated during departures and arrivals.
- Familiarize yourself with the location of the life preservers and how to wear them.
- Please exercise caution when moving about the vessel due to the presence of uneven surfaces, steep stairs, raised thresholds and changing sea conditions.
- Please keep your feet/shoes off the seat cushions.
- Pets are not allowed in the passenger cabin.
- Glass containers are prohibited. Ask the mate for a paper cup if needed.
- Gasoline, kerosene or similar flammable or hazardous materials cannot be transported on our passenger vessels.

EMPLOYEE POLICIES AND SAFETY PROCEDURES

SAFETY

- Please wait at the top of the ramp for the boarding call.
- Pay attention to the Captain's safety instructions. If you know what to do, please be quiet so the Guests will be able to hear the instructions.
- All passengers must be seated during departures and arrivals.
- Familiarize yourself with the location of the life preservers and how to wear them.
- Instructions for their use are posted on each vessel.
- Please exercise caution when moving about the vessel.

- Employees may not sit on or under the forward stairs on the ferry boats at any time.
- Drinking from glass containers in not permitted. Ask a mate for a paper cup.

POLICIES

1. Arrive at <u>least</u> 5 minutes prior to departure.
2. Upon entering the ferry leave the tables seats open for Members and Guests. If at any time of departure there are any unoccupied table seats then employees may be allowed to sit at such tables.
3. <u>Do not lay down or put your head on the tables.</u>
4. The television is onboard for the Member's and Guest's use only.
5. Employees may play cards or dominos on the cargo deck.
6. Gambling of any kind is strictly prohibited.
7. Members and Guests shall be allowed to board and disembark the vessel prior to employees.
8. Eating is not permitted except on the aft lower cargo deck.

SLIP, TRIPS AND FALLS

The safety of our customers on the Haig Point docks and the boats is our first concern. We hope all our passengers; Members, Guests, Employees and Service Workers enjoy a comfortable and safe experience aboard the Haig Point Vessels. The highest percentage of accidents, accounting for over 65% of all incidents on Inspected Passenger carrying vessels, are slips, trips and falls.

As crewmembers, we need to pay attention to details to avoid and prevent accidents. As people walk down the piers at the Welcome Center or Haig Point, they need to use caution on the wooden decking. If you notice that the docks are not sanded whenever wet conditions are present, call the valets, security or the front desk to make sure it gets done. In some situations you may need to help drive the cart or spread sand to make sure it gets done. The metal ramps leading to the floating docks are painted with non-skid coating that helps prevent slipping. Be especially careful at low tide when the ramp may be quite steep and for people wearing shoes that may slip. High heels and leather soles are particularly slippery on this ramp. Always suggest people use the hand rails when walking on these ramps. When boarding passengers on Haig Point vessels, please ask them to be careful on the boarding ramps and the door thresholds or going down the steps on the Crew boats. Warn passengers that there are four steps

and to watch their step over the coaming. Position yourself nearby if you think someone may stumble. As described in the safety announcement, observe that people are careful when moving about the vessel, particularly on the stairs, around door hatches, and if wet conditions are present. If children are traveling on the boat, please explain the need for them to be careful and the importance of not running on the boat or on the deck.

The Water Taxi Service calls for special attention because of the use of the smaller Haig Point Vessels. Always make sure the riders wait until the boat is secured to the dock before you board or disembark riders at either location. If the steps are used, exercise caution and steady the steps as the passengers step from the boat or step on the boat.

Caution guests when docks are pitching from rough conditions or boat wakes. When conditions warrant, delay boarding until just before departure. Keep hoses, power cords, tools and other trip hazards clear of walkways and traffic areas. Mates and Captains should be on the lookout to avoid accidents at all times.

PRIORITIES

The following priorities will be followed in boarding:

- Members and their Guests.
- Vendors, Service Workers, government and county officials
- HP Employees
  ...All employees will be aware of and adhere to this policy anytime an overloading situation might occur. Obviously, courtesy in dealing with the situation will be paramount.

Crews should check and synchronize their watches with the vessel's GPS. The Ferries run on time, but we make every effort to get everyone on board. Do not leave passengers on the dock if they are in sight before your departure.

The table sections/booths on the Ferries should be reserved for the Members and their guests. Employees and Service Workers are welcome to use these booths if room is available after the boat has left the dock.

Be professional and courteous at all times and relate special problems to the captain or the Lead Captain.

Treat all passengers with the highest level of courtesy and respect, but understand the priority of seating to avoid uncomfortable situations.

DRESSING FOR HAIG POINT

We ask all owners and guests using any of the facilities of Haig Point to adhere to the following dress code standards:

- Golf shoes with spikes are not permitted on docks, aboard ferries or in any building except the lower level of the Clubhouse.
- Bathing attire, abbreviated shorts, tank tops or cutoffs are not permitted on the golf course, tennis courts and ferries or in any dining room or Club facility except the Beach Club. Appropriate bathing attire cover-ups are permitted aboard Haig Point ferries.
- Proper golf attire is required on the Haig Point golf course. This entails rather conservative choices. Tailored shorts are acceptable and are requested to measure no more than three inches above the knee.
- Shirts for men MUST have collars and be worn at all times on the golf course and anywhere in the Clubhouse except the exercise room.
- Proper tennis attire, including smooth-soled tennis shoes, is required on the tennis courts.
- For evening, men are required to wear jackets in the Clubhouse formal dining room, located on the second level of the Club.
- Shoes and shirts must be worn in all public areas except the Beach Club.

Service Worker Dress Code

Shirts and shoes required
Clothes with no holes
Clothes with no paint, plaster or other transferable material, wet or dry
Shirttails tucked in
No tank top shirts

Haig Point reserves the right to deny anyone access to Haig Point and its facilities when not appropriately attired.

SMOKING POLICY

Haig Point Club has, through our commitment to safety, always had in force a nonsmoking policy when the remotest possibilities of a fire or other safety hazards were possible. No smoking policies are enforced on the boats per a Beaufort County Ordinance.

Please note that the NO SMOKING policy cover the following:

Pipe and cigar smoking by employees is prohibited in confined inside areas where guests or property owners may congregate.

Out of courtesy, employees who smoke should refrain from smoking in areas in which nonsmoking employees congregate or share work space.

Smoking is not permitted on any of our boats. This information is incorporated in the Captain's pre-departure message.

ANIMALS ON FERRY

When passengers riding the ferries wish to take their pets with them, it will be necessary that they either be on a leash or in proper cages and will be transported ONLY on the cargo deck. In order to avoid severe allergic reactions or other health complications by passengers; pets cannot travel in the cabin. However, the crew may choose to separate some pets to the upper deck based on the situation.

- Pets must be accompanied by an authorized person.
- **Please do not approach the pet or handle passenger's pets.** This measure is in place for the safety of the crew and to protect passengers who may be allergic to pets. Crew members have a responsibility to protect themselves and other passengers by making sure that pet owners have control of their pets. If it appears that they do not, you should ask the valets to bring a pet carrier to the boat to transport the animal(s). We have recorded at least six bites by apparently friendly animals.

This policy is in effect to protect any inconvenience to our other guests.

CHAPTER EIGHT
PERSONNEL ON BOARD AND ON SITE

PERSONNEL CONDUCT AND APPEARANCE

Because of the high visibility we maintain with the public, close attention must be paid to personal grooming habits.

All crew members will hold in strictest confidence all written and oral information concerning clients, company business, methods of operation, and strategies.

The contents of all outgoing correspondence will be approved by the appropriate and authorized supervisor. Haig Point's letterhead may not be used for business or personal reasons without approval in advance.

Employees are expected to conduct themselves in a manner which reflects favorably upon Haig Point. To be honest, of good character and reputation, and to maintain the highest standards of professional and ethical conduct.

All managers should inform their employees that they could receive disciplinary action if they disregard the boat rules. Contact the Captain or the Lead Captain if you encounter inappropriate behavior.

GREET EVERYONE WITH A SMILE AND A WELCOME

- The guest's first impression of the company is how you greet them. Always remember to smile and greet people with a good morning/afternoon or some other warm welcome.

ARRIVE AT WORK ON TIME

- If you are late, you have just told the guest that his time is worthless. This means service suffers and your department and entire company looks bad. If, for whatever reason you cannot arrive on time, contact your manager immediately.

TREAT GUESTS THE WAY YOU WANT TO BE TREATED

- The easiest road to good service is to apply the golden rule. If you are spending your hard-earned money with us, determine how you would like to be treated and treat our guests that same way.

NEVER BE SHORT AND NEGATIVE WITH A GUEST

- If you have to refuse a guest's request for whatever reason, do so in a positive manner. If you must say no, cushion it by saying "I'm sorry" or "I apologize" and be sure to offer the guest some alternatives.

WHEN A GUEST BRINGS YOU A PROBLEM, SOLVED IT OR FIND SOMEONE WHO CAN

- A guest who comes to you is looking for help. Never say "that's not my job". Guest service is everyone's job.

GUEST'S NEEDS WILL TAKE PRIORITY OVER OTHER DUTIES

- No incoming calls are authorized on cellular phones. The use of cellular phones for personal outgoing calls should be limited.

CELL PHONE POLICY

- The use of cell phone during work time is strictly prohibited. In addition, cell phones may not be worn in plain view. Managers with company issued phones are exempt from this policy. Personal phones may be carried in your bag; but make sure the ringer is off or on vibrate. Check your messages while on break.

SUBSTANCE ABUSE

When alcohol and other drugs are in the workplace, everyone loses. Substance abusers and their families lose when an employee's health and family deteriorate as a result of this problem. Fellow employees lose when the risk of accident goes up while productivity and quality go down.

In our line of work, we all need to be concerned about the use of drugs and alcohol on the job. Our goal is to assure a safe workplace which necessitates a drug and alcohol free environment.

The rules for drug and alcohol testing are in the CFR title 46 part 16. A copy of which is in the office for your review. There are five different reasons for testing but the most common is random.

All Haig Point Employees are required to comply with the Haig Point Substance Abuse policy which strictly prohibits: the use, sale, transfer, or possession of alcohol, drugs or controlled substances while on the job or on Company property. Also prohibited is reporting to work while under the influence of alcohol, drugs or unauthorized controlled substances and/or having a detectable level of prohibited illegal drugs or unauthorized controlled substances present in one's system.

Just as no aviator may legally fly less than eight hours after using alcoholic beverages, no captain or mate should report to work within 12 hours of their last alcoholic beverage. A violation of this policy constitutes grounds for disciplinary action up to and including discharge. Any prohibited, illegal, or unauthorized drug or controlled substance found on company property must be turned over to the appropriate law enforcement authorities. Employees are required to comply with this substance abuse policy, which may also include searches and mandatory testing.

In addition to the above policy, Captains and Mates fall under the Department of Transportation (DOT) regulations pertaining to drug testing.

OCCASIONS FOR DRUG AND ALCOHOL TESTING

The DOT regulations require five types of testing:

1. PRE-EMPLOYMENT: A crew member must test negative for drugs before an employer may employee him or her or give a commitment of employment.
2. Reasonable cause: an employer will require any crewmember that is reasonably suspected of using drugs or alcohol, or both, to be tested for drugs, alcohol or both.
3. RANDOM: An employer must conduct random testing of crew members at an annual rate of at least fifty percent (50%).
4. POST-ACCIDENT (or injury requiring medical care): A person who is directly involved in a serious marine incident (SMI) must be tested for alcohol and drugs. Post-accident testing applies to people engaged or employed on vessels other than recreational vessels and commercial fishing industry vessels less than 200 gross tons.

5. PERIODIC: Whenever a person is required to have a physical examination under Coast Guard regulations, a drug test must be included. These tests must be submitted to the Coast Guard for issuance or renewal of documents and licenses.

A positive test result will cause the immediate removal from your position.

EMPLOYEE ASSISTANCE PROGRAM

Haig Point is dependent of the contributions of every employee, and we recognize that the welfare and happiness of each employee and their families are essential to our continued prosperity. Sometimes problems arise that appear unmanageable and overwhelming. The Employee Assistance is in place for just such occasions. The Employee Assistance Program provides prepaid, confidential counseling for: parenting concerns, alcohol or drug abuse, stress-related problems, child and elder care, conflicts at work or home, emotional problems, family and relationship issues, and other personal problems.

See your employee manual, or contact HR for more information.

PHYSICAL REQUIREMENTS

Marine Transportation staff must maintain a level of physical conditioning consistent with US Coast Guard regulations.

In addition, all personnel are required to lift and handle baggage.

Captains are expected to have an annual physical examination. These physicals are voluntary.

Men should be able to lift up to 50 lbs and women should be able to lift up to 40 lbs.

ABSENCES

You are expected to report for work each day you are scheduled. Your Company is aware that from time to time you may be absent due to illness or some other legitimate reason, but since the Operation depends on your being on the job, these rules should be followed if you must be absent from work:

1. If you need to be absent from work, you MUST notify your Supervisor and obtain his permission the day before and in any case, prior to beginning of your scheduled work hours.
2. After you have been absent, report to your Manager before returning to your work.
3. In some cases, such as absence resulting from a serious injury or accident, or a prolonged illness(three days or more), you may be asked to consult a doctor before returning to work to protect yourself from further illness or injury.
4. Excessive absences even for good reasons and/or unexcused absences may result in disciplinary action up to and including discharge.
5. Absences on the day before, day of or day after a Company holiday are disqualified from receiving holiday pay.

TARDINESS

You are required to report to work on time, if you will be late, you must notify your supervisor as soon as possible. You are expected to notify your supervisor prior to the start of your assigned work hours. Excessive tardiness will result in disciplinary action.

NAME TAGS

A name tag is to be worn at all times while on duty.

MARINE TRANSPORTATION UNIFORMS

The Captains and crew will make sure their uniforms are cleaned and pressed at all times. A crisp appearance is a necessity. The uniform consists of the following:

- Khaki trousers *
- White uniform shirt *
- Name tag (on right side shirt pocket) *
- One ink pen (on left side shirt pocket)
- Soft epaulets *

- Khaki Haig Point Ferry Company hat *
- Khaki webbed belt with polished brass buckle *
- Brown or black leather shoes
- Black socks
- Standard sunglasses (no odd straps or colors allowed)
- Yellow foul weather gear (when appropriate) *

Optional Summer Uniform (April 1-October 1)

- Khaki shorts (provided by the company) *
- Socks, white (no strips, etc.)

Winter uniform

- Black knit cap (optional) *
- Black sweater (optional) *
- Black Neptune Jacket (optional) *
- Yellow Foul Weather jacket *

***Indicates items provided by Haig Point**

RANK and EPAULETS

Mate's epaulets are an indicator of the experience each mate has at Haig Point.

Deckhands
Anchor Only: 0-180 days
One Stripe Mates: 180-360 days
Two Stripes: 360-720 days
First Mate (three stripes) - Minimum of one year sea service at HP and a USCG license

UNIFORM LAUNDRY SERVICE

Laundry service is available for your uniforms through Superior Cleaners. Pick up and deliveries are, Monday-WednesdayFriday, with service requiring only a day or two. All new employees will be issued two laundry bags to leave your soiled uniforms in at the bag drop on Hilton Head. Please plan ahead to prevent yourself from running out of clean uniforms. A clean, crisp appearance is important in our impression to our customers. Make sure every shirt and pants have your name clearly marked on it. (A

laundry pen is located at the Bag Drop) Do not send anything unless it is in a yellow laundry bag.

USE OF HAIG POINT FACILITIES BY EMPLOYEES

The amenities of Haig Point are primarily for the use and enjoyment of Haig Point residents, Club members and guests of Haig Point. Employees may use certain facilities on a space available basis. Use of facililties by employees must never disadvantage or inconvenience Haig Point property owners, club members or guests of Haig Point.

The specifics of this policy are as follows:

1. Each guest should have a ticket and all employees should have their name tag displayed to board the Haig Point ferries.
2. Employees and their spouse and children may use the ferry to and from work, to use the amenities and /or conduct personal business. Long term passes are available on request with the permission of the Lead Captain.
3. Employees' children less than 12 years old must be accompanied by the employee or spouse. Times may be restricted on a space available basis. Employees must be appropriately dressed and register at the Welcome Center or Haig Point dock. Usage of the ferry for island visits will be monitored to insure that it does not interfere with property owners, members or Haig Point guest traffic.
4. Employees should not eat or carry open food on the ferry. Marine Transportation Staff may eat onboard when time does not permit eating elsewhere. Employees may carry non-alcoholic beverages in paper cups.
5. Any person who does not observe these standards could lose the privilege of riding the ferry. Everyone needs to understand that presenting an inappropriate image to our customers or prospective customers has very serious financial consequences.

CHAPTER NINE
WATER TAXIS

HARBOUR TOWN WATER TAXI

Hours of Operation
Established between scheduled arrivals and departures of the ferry at Haig Point. The crew operating the ferry assumes responsibility for the water taxi. Weather may delay departure times or cancel trips in order to maintain on time service between Haig Point and the Welcome Center. The fee for the Water Taxis to Harbour Town is now $6.00 each way.

Example:	Estimated normal ferry arrival	11:05
	Haig Point Water Taxi Departure	11:10
	Harbour Town Water Taxi Departure	11:20
	Normal ferry departure	11:40

There is a five minute grace period for all passengers that have reservations on the water taxi. Do not leave early even if you have all the passengers on the manifest. Leave at: 10 or: 20 past.

Upon arrival at Haig Point, all Captains will check for reservations on the Reservations System AND call the front desk (100) to verify that the system is correct and that there are no last minute corrections.

PASSENGER ELIGIBILITY
Harbour Town Access Policies: the following restrictions are currently in place.

1. Vessel crews should monitor traffic going to and from Harbour Town and report situations that are inconsistent with these guidelines to the Lead Captain.
2. There is unlimited access to Harbour Town via our Water Taxi for members and guests originating from Haig Point providing no vehicles are parked at Harbour Town. Sea Pines property owners have specific parking rights arising from agreements not involved with our access agreement that are protected in our contracts with Harbour Town properties.
3. Access by our members (not guests) coming from Harbour Town via cab drop off will be permitted. We have agreed to assume responsibility for enforcement (via suspension of water taxi use on a first offense basis if our members leave a

vehicle at Harbour Town). This access would include late arrivals through Harbour Town by taxi as we have done in the past.

4. Sea Pines property owners who are members of Haig Point (and their guests if accompanied by and using the Sea Pines property owner's vehicle) have full access to Haig Point from Harbour Town consistent with the rules in their agreements with Harbour Town Properties.

Captains: please provide a united front to the customer by transporting passengers to and from Harbour Town that are qualified by Front Desk personnel. If they make a mistake and we transport someone who should not have been transported, or deny passage to someone that should have been transported, management will take it from there.

HTYC passengers should have a pass to be showed for boat access. Thank them and give it back. Let them know that they will need for the return trip and to show at the Pro Shop.

EMPLOYEE USAGE

Harbour Town is not to be used by employees, unless approved by Senior Management.

RESERVATIONS

Reservations will be accepted at Haig Point (843-686-2000) when made by authorized members or Company Officials. The Front Desk personnel will record the time of departure and the group name and number of passengers and the name and member number of the member responsible for Water Taxi charges on the reservation website.

When the crew arrives from the Welcome Center, they will:

1.) Check the reservation website to see a list of reservations
2.) Contact the front desk to verify that the list is accurate.

If a late reservation is called in, the Front Desk will use the boat cell phone to communicate with the crew. It is imperative that the crew be reachable so the captain must keep the cell phone on and the ringer up.

All water taxi passengers must provide a boarding pass (same passes used on the ferries) to be scanned by the crew. HTYC will not have passes like the ones from the Front Desk, but the PIN# will be listed on the reservation website and that can be entered into the Access scanner.

UNACCOMPANIED CHILDREN LESS THAN EIGHTEEN

Children under the age of 18 may not ride the water taxi unaccompanied unless a parent has made arrangements or given prior permission. The Front Desk will not take a reservation for a child under 18 unless the parent has given permission.

Children under 18 are not charged if accompanied by an adult. Children under 18 are charged as an adult if riding unaccompanied.

AFTER HOURS WATER TAXI

Haig Point has a Captain and vessel available from 0010 to 0530. After scheduled service, the primary mission of the Night Captain is to be at the Haig Point Dock and on call, in case of a Medical Emergency. That Captain also provides late night Water Taxi Service and early morning departures from Haig Point. If a member finds that they are on Hilton Head after regularly scheduled service, a Water Taxi pickup is available by communicating with the Front Desk (843-686-2000).

For operational reasons we choose to have passengers park their vehicles at the Welcome Center when traveling after hours for two reasons. First, we want the boat and crew near Daufuskie when only one crew is working for times of emergency such as medical evacuations. Second, we would be in violation of the Harbour Town agreement if we allow after hours travelers to park cars at Harbour Town, thereby risking forfeiture of this amenity.

The Marine Transportation Staff does its best to avoid delays after hours, but there is only one boat and Captain available and calls are serviced on a first come, first serve basis.

Eligible Passengers are:

Property owners and their guests who are actually in residence at Haig Point.
Employees of Haig Point reporting to, or leaving work.
Overnight guests in residence at Haig Point.
Authorized emergency personnel and law enforcement officials.

CHAPTER TEN

CARGO HANDLING AND LAND TRANSPORTION

TRAILERS & CARGO HANDLING

Most building materials are to be shipped via the barge system from Hutchinson Island. The occasion may arise when smaller items are needed at the job site and it is impractical to use the barge system. Under these situations the HPFS may be used.

The Haig Point baggage handling system includes the use of trailers for most cargo handling. When using the smaller Haig Point Vessels, often baggage is brought down to the dock in trailer, loaded by hand on the vessel, then reloaded in a trailer on the other side. An understanding of the safety factors when handling these trailers is required by all Marine Transportation Employees.

LOADING: Always check the contents of trailers before moving. We use the same size categories as the United Parcel Service. Larger items are transported by barge service out of Savannah. Often the Marine Transportation Staff does not load the trailers **but once you start towing a trailer, you are responsible for that cargo.** Look for fragile cargo, electronics,, heavily loaded or overloaded trailers. Flammable liquids are not permitted. Be especially careful of trailers loaded with beer or soda cases, kegs, water bottles, cement, or other heavy cargo. **The working load for all trailers is approximately 400 pounds. If you feel a trailer is overloaded, you should not move that trailer until the load is redistributed** to more than one trailer. The standard volume measurement for the open trailer is 6'L x 3'W x 5'H. Length of any material may not exceed eight (8) feet on the six (6) foot open trailers. Nine (9) foot trailers. The length of any material may not exceed twelve (12) feet on these extended trailers. **If you feel a trailer is loaded with items that exceed the length limits, you should not move that trailer until the load is redistributed.** The largest single dimension item that will fit in a trailers is: 36" wide, 55" high and 101" long. Anything exceeding these numbers must be hand carried to the vessel by the ordering contractor or member. The maximum dimensions of any items not in a trailer that can be hand loaded onto a ferry can not exceed 48"W x 81"H x 105"L.

Get help when lifting very heavy objects (men: maximum 50 lbs., women: maximum 40 lbs). Use proper lifting techniques using your legs to lift and keeping heavy weights close to your body. Also be aware of trailers that contain more than one passenger's

baggage. You may need to explain to the valets at Haig Point where the items inside the trailer are going.

Building Materials

Building materials are to be shipped via the barge system from Hutchison Island. The occasion may arise when smaller items are needed at the job site and it is impractical to use the barge system. Under these situations the HPFS may be used.

Building material may be shipped secondary priority on all ferries, Monday – Saturday. Secondary Priority means that Member's personal belongings take priority over builder's materials.

HP Staff will not handle construction material. Construction company's employees are responsible for loading and unloading materials.

Construction personnel may drive trucks to pick up material at the designated area at the end of the cart barn parking lot. Gas powered vehicles, other than EMS, are not allowed in the Mansion area. Materials must be picked up before 6:00 PM each day. Haig Point will not be responsible for missing items.

The GC should call the Bag Drop to confirm shipment arrivals.

Gasoline or other highly flammable materials may not be transported; any attempt to conceal these materials will result in loss of privilege.

Propane tanks and other pressurized vessels capped and in good condition may be transported on the HP1, HP2, and HP4 only. **No more than 6 propane canisters are allowed on the boat at any given time**. The canisters must be transported in open trailers and stored on the back cargo deck only.

Improperly packaged mirrors, windows or other breakable items will not be transported.

Oversized items in excess of 12' that are hand carried by the GC's personnel are allowed.

HPCCA reserves the right to deny shipment of excessive amounts of construction materials.

TOWING: Great care must be used when towing trailers. Always check that the area between the trailers is clear before driving forward. Do not hitch trailer(s) if someone is sitting in the driver's seat of the cart. **NEVER TOW MORE THAN 3 TRAILERS AT ANY ONE TIME.** Use prudent speed when towing and slow or stop when close to pedestrians. Slow to a minimum speed when starting down the ramp to the dock. If a trailer is heavily loaded, it may be necessary to tow one trailer at a time. Always slow down on curves.

HANDLING: The trailers are steered by hand when rolling on the vessels. Be sure the area behind the trailer is clear. Control the tongue of the trailer, using caution when crossing the boarding ramp threshold and rolling over the deck hinges on the crew boats.

SECURING: Never leave any trailer unsecured on the dock or on a vessel. On the dock, always secure the trailers with chocks on the rear wheels. Onboard, every trailer must be latched, chocked, or tied in place immediately when rolled onboard. No vessel will get underway until all trailers are secured. Always chock the rear wheels when possible except when carrying two or more trailers on the Pelican. Flatbed trailers with oversized cargo require special care when towing, loading and securing.

Cargo handling is a large part of our responsibility. By using care and going slow, you can avoid accidents or damage when moving cargo trailers.

BAGGAGE TAGGING PROCEDURES

Haig Point's baggage handling/tagging system allows for thorough tracking of all baggage (including golf clubs) going to and from Daufuskie Island. This system is a vital part of our overall guest services.

RED-SAME DAY GOLF TRAFFIC. Bags are tagged at Embarkation baggage drop. These tags remain on the baggage for the entire trip round trip and are removed at Embarkation when the golfer claims his/her bag.

YELLOW-HARBOUR TOWN TRAFFIC. Sports equipment arriving on HARBOUR TOWN Water Taxis will be yellow-tagged. This will insure that our Harbour Town visitors will

have their sports equipment returned to Harbour Town, and not mixed up with those returning to Embarkation on the ferry.

WHITE-ALL OTHER BAGS/CARGO. Once the baggage is tagged, its final destination must be indicated. It is very important that every piece of baggage be tagged. These tags are used for guests checking in with luggage, for the property, and owners after a trip to the grocery store. Remember to indicate the destination, the guest's name and any special instructions on the tag.

CARGO HANDLING OPERATIONS AT THE WELCOME CENTER

A tow vehicle will be stationed on the dock for the boat crew at all times. When the ferry arrives from Haig Point, the boat crew will unload all cargo and trailers and the captain will tow it to the bag drop. The valet will be waiting on the curb at the unloading zone to disconnect the trailers from the cart. The captain will then pick up any loaded trailers and tow them down to the dock. If it will take several trips to bring all the trailers up from the dock, make sure to bring loaded trailers down on each return trip to maximize your time between runs.

All trailers should be loaded by 20 minutes after the hour. The boat crew is responsible to transport any trailers loaded by 20 after to the boat. If there are any trailers still being loaded at 20 past or other last minute items arrive, the valet staff will be responsible to transport that cargo to the boat. The cargo will be loaded only if there is time and Captain feels it is safe to do so.

Be mindful of the weight and contents and condition of the loaded trailer. The valet will load the trailers with items to go to Daufuskie. All items will be placed in the trailer, no matter how small or how few.

Trailers that have soft tires or other operational safety defects should not be loaded, but put aside and tagged for repair. Please make a note of the trailer number and defect on the Maintenance Request Sheet in the vessel's logbook.

The mate and valet will load any last minute cargo on the deck while the Captain gives the safety instructions. When the cargo is loaded and the passengers are settled, the boat will get underway.

The boat will leave on time unless the crew sees someone walking down the dock.

NOTE: At low tides extra caution must be used when towing loaded trailers down the dock. At no time will more than three trailers be towed and at very low tides, or with heavily loaded trailers, each trailer may have to be individually towed down the ramp. Always attach the heaviest trailer closest to the tow vehicle.

CARGO POLICY FOR PRESSURIED TANKS AND HARZARDOUS MATERIAL

Pressurized tanks may be transported in groups of **no more than 6**, and must be secured in open trailers on the cargo deck of Haig Point vessels. They can **only be transported if there are 25 passengers or less on board.** Material commonly carried (but not limited to) consist of Propane, Oxygen, Acetylene, Chlorine, Argon. Tanks should be clearly labeled as to contents and have caps or safety plugs and be in good condition. Do not allow tanks to be stacked without a restraint system.

HAZARDOUS CARGO IS PROHIBITED!!!

Hazardous cargo included, but is not limited to, gasoline, diesel fuel and amounts of 10 gallons or more of less volatile liquids. We prohibit the transport of any gasoline other than that already contained in gasoline powered equipment. Regulation does not replace common sense. If any material that you are asked to transport presents a danger to our passengers, you should not transport it. Specifically large amounts of flammable material could become hazardous. All MT Staff are required to check each trailer for such dangerous cargo. **If hazardous amounts of material are found, remove from the vessel and call/page the Lead Captain immediately.**

CARGO HANDLING OPERATIONS AT HAIG POINT

When the ferry arrives from Hilton Head, the boat crew will unload all trailers and goods. The valet will hook the trailers to a tow vehicle and move the cargo up the dock. If the valet is not on the dock when the boat arrives, the boat crew may chock the trailers on the floating dock.

For the return trip to Hilton Head, the valet will bring the trailers to the dock by 30 past and assist in the loading of the trailers.

The boat crew will check that all carts are properly secured prior to departure.

Please record all needed trailer repairs on the Maintenance Request Sheet.

WATER TAXIS

Only sports equipment or carry-on luggage is permitted to be transported through Harbour Town Marina. It is helpful to let the valets know what type of cargo and how much you have onboard. With some large groups carrying several sets of golf clubs, it may be easiest to take an empty trailer to Harbour Town on the ferry boat and load the clubs directly into the while departing Harbour Town as the guests board the vessel. When departing Haig Point, roll the trailer on the ferry and unload the clubs as the group departs at Harbour Town. These calls will be made by the Captain with the help of information provided by the Front Desk.

ELECTRIC POWERED VEHICLE TRAINING AND OPERATION

The following warnings and cautions will enable operators of Haig Point Electric Powered Vehicles (carts) to perform their jobs and responsibilities in a SAFE and ACCIDENT FREE manner Please carefully follow the guidelines. Failure to follow these instructions could result in disciplinary action or termination.

BEFORE ENTERING VEHICLE:

1. Check for correct tire inflation.
2. Inspect for fluid leaks (looking around and under the cart.
3. Be certain that everything is properly stored and secured.

BEFORE STARTING VEHICLE:

1. Seat yourself properly in the left-hand driver's seat.
2. Only operate the vehicle in that seat.
3. Riders are limited to two occupants per seat, **NO RIDING IN CARGO BEDS.**
4. Keep feet, legs, hands and arms inside the vehicle at ALL times.
5. Always wear safety glasses, prescription glasses, or sunglasses when operating carts without windshields.
6. Always remain seated and hold on while the vehicle is in motion.

START VEHICLE:

1. Make sure the service brake is on and turn the key to the ON position.
2. Move the direction selector to the desired position.
3. Check the area behind and in front of the vehicle before moving.
4. If towing trailer, check that the area between trailers is clear.
5. Release the service brake and depress the accelerator pedal to start the motor.

OPERATING THE VEHICLE

Always operate at a safe speed. If in doubt, go slow-not fast.

1. On the dock ramps or steep hills, it is possible to go fast enough to lose control of the cart. Limit speed by applying the service brake.
2. Exceeding recommended speeds can cause the vehicle to go out of control.
3. To avoid damage to the cart, always come to a complete stop before shifting the direction selector.
4. NEVER operate a cart after dark without lights.
5. **THREE TRAILERS ARE THE MAXIMUM THAT CAN BE PULLED AT ANY ONE TIME.**
6. Always use the West ramp to the dock. The ramp on the left as you approach the dock. Make a U Turn on the dock and use the same ramp to return.
7. Slow to a minimum speed when rounding corners, at blind spots, and at the top of the ramps before proceeding down to the dock.
8. Never drive carts off property.

LEAVING VEHICLE

WHEN LEAVING A CART-ALWAYS ENGAGE THE SERVICE BRAKE.

When the vehicle is to be left unattended.

Turn the key into the off postion
Take the key out of the ignition
Place the direction selector in the neutral position.

Think **ZES: Zero Energy State**

When leaving trailers on the dock, always chock the back wheels. When connecting or disconnecting the charger to a vehicle, always make sure that the charger has completed its charge and is off. If the charger is not off, an electric arc will occur when the charger is unplugged and may cause an explosion or fire.

Chapter 11

Communications

COMPANY CELL PHONE (BOAT PHONE) AND MARINE RADIO

There are two communication systems utilized by Haig Point to aid you in communicating with others, for safety, and to assist you in accomplishing your job in the most timely and efficient manner. These two systems are the Company Cell Phone (the Boat Phone) and the VHF or Marine Radio. All radio communications are regulated by the Federal Communications Commission and specific requirements and restrictions are enforced by the FCC, and are considered Federal Law. As a Haig Point employee, you will follow all proper radio procedures and abide by all FCC regulations.

VHF OR MARINE RADIO

VHF-multi frequency radios are located on all Haig Point boats with base stations located at the Bag Drop, at the Front Desk, and in the Marine Transportation Office. The Haig Point vessels use the boat name as the designation when using VHF. The base stations are identified as Haig Point Base (Bag Drop), Haig Point Light (the Front Desk), and Haig Point Landing (the Marine Transportation Office). All VHF radios are also assigned a letter and number call sign. This will usually consist of three letters followed by three numbers such as "XYZ-123". Although the call sign in on the Station License and posted on the radios, in most situations, it is not used in routine radio traffic. Similar to the Company radio, hailing someone on the VHF would go, "Haig Point Light, this is the Haig Point I" and "Go ahead Haig Point I, this is Haig Point Light".

The Haig Point fixed bases should all monitor channel 65 unless another channel is assigned by the boat crews. In addition to channel 65, the boats are required by law to monitor channel 16, the Coast Guard hailing and distress frequency. It is very important that all vessels monitor the dual watch (16 & 65) capability of our radios. This allows other boaters access to our operation to insure safety. The Haig Point boats also use channel 13 for boat to boat communications and during periods of reduced visibility. Channel 13 is only for bridge to bridge communication and is a guarded frequency.

The responsibility for the proper operation of the VHF radio is always the task of the Master of the vessel. All captains operating passenger carrying vessels are required to

have a Marine Radio Operator's Permit. This license is available through the FCC and is good for a period of five years from the date of issue.

PHONETIC ALPHABET

On calls involving unusual or unfamiliar words or names and the letters of a station call sign, it may be necessary to utilize an analogy for each letter used. In that case, specific words are assigned to represent each letter of the alphabet.

A-Alpha	J-Juliet	S-Sierra
B-Bravo	K-Kilo	T-Tango
C-Charlie	L-Lima	U-Uniform
D-Delta	M-Mike	V-Victor
E-Echo	N-November	W-Whiskey
F-Foxtrot	O-Oscar	X-Xray
G-Golf	P-Papa	Y-Yankee
H-Hotel	Q-Quebec	Z-Zulu
I-India	R-Romeo	

All Haig Point VHF communications are conducted on Marine Channel 65. If additional discussion is needed, or channel 65 is busy, please use Marine Channel 11 or 88.

It is against FCC regulations for one "land based" station to communicate with another (ie, HP base with HP Light). Please use the telephone.

To insure compliance with FCC regulations, all radio operators should be licensed.

EMERGENCY COMMUNICATIONS

All personnel must know the different types of radio systems available and the proper use of these radios for emergency communications. **Emergency VHF radio procedures are listed in the front of all vessel log books.** Before communicating the nature of your situation, think about what you are going to say and how you should convey it to others. The Marine Radio (VHF radio) is the most appropriate means of alerting others to an emergency situation. If you have an emergency onboard and think that you may need assistance, call the Marine Office on VHF 65 and other Haig Point vessels if they can assist. If you have to transmit emergency business to the Coast Guard, do so on the VHF.

Do Not pass sensitive information over the Company Wireless T-2-T unless you are having trouble transmitting or receiving on the Marine Radio. Most of our Captains carry cellular phones on board and this is the preferred means of communicating sensitive business. Do not contact the Coast Guard on a cellular phone unless asked to do so by the USCG.

MARINE DISTRESS COMMUNICATION

1. Make sure your **VHF** is on and tuned to **Channel 16/ 9.**
2. Press microphone button and repeat 3 times: **"SECURITE" OR "PAN-PAN" or "MAY DAY"**
3. Say: **"this is (your boat name repeated 3 times).**
4. Say **"SECURITE" or "PAN-PAN" or "MAY DAY" "–your boat name".**
5. Tell **where** you are **(Lat. and Long.)** Or what navigational aid or landmark you are near.
6. State the **NATURE** of your **DISTRESS.**
7. Give the **number of persons** aboard and **Conditions** of any injured.
8. **Estimate** present **sea worthiness** of your **boat.**
9. **Briefly** describe your **boat** :_____**(length in feet)** _____ **(type)** _____ **(Color)** _____
   _____ **(trim color)** anything else you think will help rescuers find you: _____.
10. Say **"I will be listening on channel 16."**
11. End message by saying: **"This is** (your boat name). **Over**
12. Release microphone button and listen. Someone should answer. If they **do not answer, repeat call** beginning at **# 3.** If there is still no answer, switch to another channel and begin again at **# 2.**

CHAPTER 12
ENGINEERING

OVERVIEW

The title of Engineering includes all engines, systems, and components that make up all of the Haig Point Vessels, docks, and shore side systems. As this is a very large volume of information, it is impossible to include a description of every piece of equipment and system. Instead, this manual will explain some of the most important aspects of these engineering systems and how to inspect and operate them safely. It is understood that each employee will continue to learn more about these power plants, systems and components throughout their marine transportation career.

Regular thorough engine room checks are one of the most important tasks entrusted to the Marine Transportation staff. Serious incidents may be avoided through frequent engine room and compartment checks. Early intervention is the greatest factor in preventing undesirable situations such as: fire, flooding, propulsion unit failures, etc.

ALARM ANNUCIATORS

The alarm annunciators installed in the Haig Point vessels are designed to indicate the cause of an alarm with both an audio and visual signal. These alarm systems alert the crew of potential emergency situations such as flooding, fire and MOB. The audible portion of the warning has an alarm silence so that the operator can turn off the alarm, but leave the flashing warning on. A green light indicates that the system is energized.

The alarm silence function turns off the beeper, but leaves the LED alarm flashing. Other alarm sensors will activate the beeper even if it has been silenced. The alarm silence function has a time delay which will keep the alarm silenced for a preset time. After this preset time, the audible alarm will sound again to remind the operator that the alarm situation still exists.

GROUND DETECTOR SYSTEM AND ISOLATION TRANSFORMERS on FERRIES

The ground amp meter is located under the electrical panel in the wheelhouse. Its purpose is to detect a plus or minus reading in the system, a ground fault, so that it may be rectified immediately.

The meter is tested by pressing the test button. The needle should go to zero if the system is operating correctly.

Frequently monitoring the system and reporting discrepancies and abnormalities to the engineering maintenance staff will help prevent major damage to the system.

The isolation transformer is located in the ferry engine room aft of the port side battery box. It creates onboard power with no electrical connections to shore power conductors and isolates it from other grounds or grounds of other boats.

ISOLATION TRANSFORMER

The isolation transformer works in this manner: the transformer primary is connected to the hot and neutral shore power conductors. The transformer secondary is connected to the hot and neutral ship's power conductors. A metal shield is placed between the primary and secondary with no electrical connections to either coil. A lead is brought out from the shield. The boat's neutral and grounding conductors are connected at the secondary since the transformer secondary is the source of electricity. The shore power goes through the transformer first and then to the generator/shore power break. To prevent further problems, ensure that no water falls on it and the equipment is not covered. At present there are no isolation transformers on any boats other than the HP I and HP II.

WARNING

To minimize shock and fire hazards:

Turn off the boat's shore-connection switch before connecting or disconnecting shore cable.

Connect shore power cable at the boat first.

Close shore-power inlet cover tightly.

DO NOT ALTER SHORE-POWER CABLE CONNECTORS

ENGINE ROOM ELECTRICAL

12 Volt System	24 Volt System
VHF Radio	Radar
UHF Radio	Spot Light
Winch	Cabin Lights (brass)

Gen Set	Deck Lights
Small Rule Bilge Pumps	Main Engines
Depth Sounder	

110/220 Volt Systems

Air Handler	Crash Pumps
ER Blower	Cabin Lights (Overhead)
Deck Lights	Ice Maker
Television	Fresh Water Pump
AC Pump	Battery Charger
Head Lights	Head Blower

The engine room breaker switches, fuse panels and battery switches are marked with GREEN, YELLOW, or RED reflective tape. Plaques with explanations are posted where appropriate. For example: on the forward ER bulkhead of every ferry is a green sign that states: "Off cuts 24 volt power to wheelhouse".

Panels and battery switches are located differently on every ferry. Each crew member should become aware of the switch locations and the purpose they serve. An emergency situation is not the right time to begin looking for electrical switches.

ENGINE ROOM SAFETY

Since there is a high potential of injury when working with or around any mechanical system, each crew member must be aware of all policies and procedures regarding the safe operation of each piece of equipment, each system, or each engine before they attempt to use or put each system on line. Please refer to Chapter 2 "Safety" to understand all cautions and safety policies and if any aspect of these systems is not clear, ask another crew member, the Captain or the Marine Manger before you attempt to check or start any engine, system or component. Always remember that any piece of equipment or engine is only as safe as the person operating the controls.

ENGINE ROOM HAZARDS

- Hydrogen gas from batteries
- Electrical Shock
- Burns
- Carbon Monoxide
- Smoke Inhalation

- Slips and Falls
- Oil leaks

General Safety Precautions

Keep all exhaust manifold and turbocharger shields in place to protect hot exhaust from oil or fuel spray in the event of a line or seal failure. Never lay rugs, oil bottles, or absorbent mats on manifolds.

Collect drained liquids and wipe up all oil, fuel, or coolant spills. Remember all fuels, most lubricants and some coolant mixtures are flammable, as well as creating a hazard if spilled.

Store oily rags and bilge pads in the collection drums on the docks. Do not leave rags on the engine. Clean up oil spills immediately; do not allow grease or oil to accumulate.

Wiring must be kept in good condition, properly routed and firmly attached. Routinely inspect wiring for wear or deterioration. Loose, unattached, or unnecessary wiring must be eliminated. All wires and cables must be of the recommended gauge and fused if necessary. Do not use small gauge wire or by pass fuses.

Tight connections, recommended wiring and proper care of cables will help prevent arcing or sparking which could case fire.

Batteries must be kept clean, covers on all cells, recommended cables and connections used and battery box covers in placed when operating. Always wear safety glasses when servicing or checking batteries.

Do not smoke when observing battery electrolyte levels. Batteries give off flammable fumes. Battery electrolytes contain acid. Avoid contact with skin or eyes. Always wear safety glasses.

When starting from an external source, always connect the positive (+) boost cable to the POSITIVE (+) terminal of the battery of the engine to be started. To prevent potential sparks from igniting combustible gases produced by batteries, attach the negative (-) boost ground cable last, to the starter NEGATIVE (-) terminal (if equipped) or to the engine block.

Never disconnect any charging unit circuit or battery circuit cable from the battery when charging unit is operating. A spark can cause the flammable vapor mixture of hydrogen and oxygen to explode.

Always have a fire extinguisher on hand and know how to use it. Inspect and have it serviced as recommended on its instruction plate or decal.

BURN HAZARDS

Do not touch any part of an operating engine. Allow the engine to cool before any repairs are performed on the engine.

To prevent personal injury, do not step on the engine at any time.

Always inspect the cooling system with the engine stopped and cool.

At operating temperature, the engine coolant is hot under pressure. The radiator cap and all lines to heaters or the engine contain hot water. When pressure is relieved rapidly, this hot water can turn to steam. Any contact with hot water or steam can cause severe burns.

Cooling system conditioners contain alkali. Avoid contact with the skin and eyes and do not ingest, to prevent personal injury.

LINES, TUBES AND HOSES

Do not bend or strike high pressure lines. Check the following:

- ✓ End fittings damaged or leaking.
- ✓ Outer covering chafed or cut and wire reinforcing exposed.
- ✓ Local outer covering ballooning.
- ✓ Evidence of kinking or crushing of the flexible part of the hose.
- ✓ Armor embedded in the outer cover.
- ✓ End fittings displaced.

Make sure that all clamps, guards, and heat shields are installed correctly to prevent vibration, rubbing against other parts, and excessive heat during operation.

Never attempt adjustments while the boat is moving or the engine is running unless otherwise specified.

Stay clear of all rotating and moving parts. Guards should be in place whenever service is not being performed. There are many sharp and protruding objects in the engine room. Always use extreme caution when moving about.

ELECTRICAL SHOCK

Electrocution occurs when a small, specific amount of electrical current flows through the heart for 1 to 3 seconds. .06-2. Amps (that's 60-200 milliamps) of current flowing through the heart disrupts the normal coordination of heart muscles. These muscles loose their vital rhythm and begin to fibrillate. Death soon follows.

The effects of electrical shock on the human body will depend upon the voltage of the circuit, the body resistance, path through the body and the duration of the contact. The primary effects of electric shock are due to current actually flowing through the body. Electrical burns occur when the body, or a part of it, completes a circuit connecting the power source with the ground. Although the resistance on dry, unbroken skin to electric current is relatively high, the amount of current necessary to kill a person is small. Therefore, it is easy to exceed lethal levels of current flow, especially if the skin is broken, wet, or damp with sweat.

A severe electric shock often causes loss of consciousness and severe burns, and may stop breathing or the heart. Do not touch a person who has had an electrical shock until you make sure electric contact has been broken.

Electrical currents of low amperage and voltage under certain circumstances may result in fatal shock. Low voltage DC circuits do not normally present a hazard to human life, although severe burns are possible. Voltages as low as 24V AC can be a lethal threat. The time of contact with a live circuit affects the degree of damage, especially as far as burns are concerned. **It is not voltage that kills but amperage.**

ELECTRICAL ARC

Electrical arcs produce temperatures up to 35,000° F. At these temperatures, fatalities can occur. The temperature effect on human skin is determined by the power of the arc. (system voltage x short circuit current) and the distance from the arc.

ELECRICAL FIRES

If smoke comes out of an outlet, shut off the power at the circuit breaker or fuse box and call the engineering department. Also prepare to extinguish with a portable fire extinguisher. Electrical fires must be extinguished with a nonconductive agent such as dry chemical, carbon dioxide (CO2), halogen or household baking soda. Extinguishers for electrical fires will be labeled or coded "C". If an appliance catches fire, unplug it immediately if possible. Never throw water on an electrical fire; you could be electrocuted.

IN CASE OF ELECTRICAL SHOCK –WHAT YOU CAN DO

If someone comes in contact with an electrical current, shut off the power at its source. Your box or circuit breaker panel. (By turning that switch off, you will shut off all electrical power to that circuit.)

If you cannot cut the electrical current, don't make direct contact with the victim, free the person using nonconductive material such as dry wood, dry line, or rolled up magazine/newspaper or items made of plastic or glass. Do no use anything made of metal. Be sure you age standing on a dry surface and that your hands are not wet. Once the victim is free, including lightning strikes, call 911 and if breathing has stopped but the pulse is felt, start mouth to mouth breathing. If breathing has stopped and there is no pulse, start cardiopulmonary resuscitation.

ELECTRICAL SAFETY TIPS General Safety Principles

Never modify a plug by bending or removing the prongs. When plug prongs are bent, loose or missing, replace the device. Cord adapters used to defeat the ground connection (i.e. 3 prong to 2 prong adapters) should not be used. All receptacles and any electrical conductors must be sufficiently grounded, and if uncertain whether or not this is true, call engineering for assistance. If plug prongs break off and remain in the receptacle slots after insertion or withdrawal, do not attempt to remove them. Call engineering for assistance. Receptacles should be mounted firmly in their enclosures and should not move when the plug is inserted. Loose receptacles can cause short circuits.

If you discover loose receptacles or other faulty electrical equipment, it should be removed from service or tagged out until a qualified electrician can make repairs. Damaged electrical enclosures such as switches receptacles and junction boxes should be immediately reported to engineering. Extension cords should be used only when

necessary and only on a temporary basis. Extension cords should not be used in place of permanent or fixed wiring. Make sure all extension cords are the right size or rating for the tool you're using. EXAMPLE: The diameter of the extension cord being used should be equal to or greater than the cord of the appliance being used. Keep all electrical cords away from areas where they may be pinched, such as off the floor, out of walkways, and out of doorways. Where possible, move the electrical appliance closer to the outlet. Do not use any appliance or extension cord that exhibits signs of wear, such as frayed insulation or exposed wiring. To insure safe operation, all electrical equipment should be visually inspected before use.

Never staple, nail or otherwise attach extension cords to a surface. Never unplug an appliance by pulling the cord, always remove by the plug. Keep the floor in your workplace completely dry. Keep all electrical equipment away from a source of water unless the appliance is rated for use around water, such as a wet /dry shop vacuum. Ground fault circuit interrupters (GFCI'S) should be used as much as possible. In any wet, damp or moist environment, GFCI'S are required.

Keep dust and lint off electrical panels, receptacles, and appliances. Electrical panel doors should be closed and latched when not in use. Separate all combustible materials away from electrical equipment. Attempt to limit one appliance per outlet. However, if more than one appliance is to be used for each circuit, an approved plug strip with circuit breaker should be used. Always turn off a tool or appliance before disconnecting it to avoid exposure to live electrical parts. Proper illumination shall be provided in all areas where electrical hazards are apt to be encountered and an emergency lighting system should be in place as well. All energized parts of electrical circuits and equipment shall be guarded against accidental contact by approved cabinets or enclosures.

Where electrical shock hazards exist, first line and backup protection shall be provided to prevent access to energized circuits and parts. This protection includes using lockout, grounding hooks, barriers and rubber mats. Adequate and workable lockout tag out procedures shall be used. Proper personal protective equipment, such as a hardhat, safety glasses, and gloves should be worn when maintaining any electrical equipment. When using tools near electrical hazard, all tools must have a double insulated casing to prevent contact with energized parts. Never work alone on a live circuit: always have an observer. Be acquainted with all electrical hazards that may be

encountered in your work area. Notify your supervisor of any potential electrical hazard that may be going unnoticed.

Please familiarize yourself with the locations of the switches that turn off power to the floating docks. The breaker for the Welcome Center is in the Welcome Center building, in the room directly behind the copier. Walk into the room, look to the right, you will see a big electrical box, open the door and turn off the breaker marked "floating dock".

The Haig Point dock switch is in the Mansion yard, the electrical box is located next to the back door ramp, under the breezeway, in the bushes. Open the door and turn off the breaker marked "floating dock".

GENERAL BILGE CHECKS

When you assume command of the vessel, a thorough check of the vessel is warranted. Then every four hours a brief check should be conducted. Upon completion of a check, it should be logged in the Ship's Log. Some of the items checked should include:

COLLISION COMPARTMENT

- Water level
- Condition of anchor line
- Hatch lanyard
- Manual bilge pump (in rescue box)

VOID COMPARTMENT

- Water level (bilge pump check)
- Fresh water tank
    - Condition of plumbing
    - Freshwater pump

VOID COMPARTMENT (CONT.)

- Holding tank
    - Condition of plumbing
    - Raw water intake (sea chest/strainer)

FUEL COMPARTMENT (fuel odor)

- Water level (bilge pump check, crash pump intake)

- Condition of fuel tank and filler hose

ENGINE ROOM COMPARTMENT

- Water Level (oil in bilge, bilge pump check, crash pump intake)
- Bilge pads
- Port engine
    - Oil level
    - Gear oil level
    - General inspection (belts, hoses, clamps, controls)
- Starboard engine
- Oil level
- General inspection (belts, hoses, clamps, controls)
- Gear oil level
- Generator
    - Oil level (before start up or if leak is apparent)
    - Water level (before start up or if leak is apparent)
    - General Inspection (belts, hoses, clamps)

Sea chests and strainers

- Hoses and clamps
- Filters and flow
- Weeping or leaking
- Generator stand pipe

Air-conditioning system

- Plumbing
- Freeze up
- Cycling

Emergency pump

- Plumbing
- Exercising valves(occasionally)
- Priming and test run
- Fire hose

Shaft packing boxes

Fuel system

- Air box emergency shut downs
- Leaks and odors
- Exercising valves and bleeding separator tank

- Emergency valve

Batteries (leaking or odors)

RUDDER COMPARTMENT

- Water level (bilge pump check, crash pump intake)
- Hydraulic rams (rudder attachments and leaks)
- Rudder posts stuffing boxes (leaks)

STARTUP AND SHUTDOWN PROCEDURES

Most engine wear occurs in the first few minutes after startup and stress from expansion and contracting metals occurs during the period of shutdown. By following these simple procedures, we can lengthen the useable life of the engines in all Haig Point vessels producing lower operating costs, increased dependability, and decrease down time. All crews will follow these time parameters. All warm-up and cool down periods are at idle RPM and in Neutral or No Load.

WARM –UP

All Diesels	Cold start: Ten (10) minute warm-up before cast off Warm start: Five (5) minutes before cast off
Generators	Cold start: Two (2) to three (3) minutes warm-up before putting on line

COOL DOWN

All Diesels:	Shut down after lines are secure and all passengers have Disembarked
Generators	Two (2) to three (3) minutes after no load after taken off line

PROPULSION SYSTEMS

Haig Point I	Detroit Diesel 8V92 (x2)	390 Horsepower ea.
Haig Point II	Detroit Diesel 8V92 (x2)	390 Horsepower ea.
Haig Point III	Caterpillar 3208	375 Horsepower
Haig Point IV	Cummings QSM11 (x2)	455 Horsepower ea.
Haig Point Pelican	Detroit Diesel 8V71 (x2)	280 Horsepower ea.
Haig Point Sandpiper	Yanmar 6LPA	315 Horsepower

Engine Overview:
The fuel system consists of the fuel injectors, fuel pipes, fuel manifolds (integral with the cylinder head), fuel pump, water trap, fuel filter, and the necessary connecting lines. There are also two fuel filters, a primer filter mounted next to the engine and the secondary filter mounted on the engine. The primary filter removed water and large particles from the fuel and the secondary filter removes smaller particles.

The lubricating system consists of an oil pump, oil cooler, oil filters, bypass valves at the oil cooler and filters, and pressure relief valves at the lube oil pump.

The cooling systems use a pump to circulate coolant through the engine and then either keel cooler tubes exposed to sea water (HP1, HP2, Pelican) or thorough a heat exchanger (HP3, HP4, SP).

A heat exchanger functions similarly to the radiator in your car. Coolant (antifreeze) is circulated through one side of the heat exchanger where it is cooled by raw water that passes through the other side of the heat exchanger. The engine coolant is then circulated back into the engine. The raw water is expelled out of the boat through the exhaust. Another common type of closed cooling systems is known as a Keel Cooler. This is done by eliminating the use of a heat exchanger. Instead of pumping raw water into the vessel's heat exchanger where it cools the coolant, the coolant is pumped through pipes or aluminum extrusions on the outside of the hull where the surrounding water cools the coolant before it is pumped back into the engine. The use of keel coolers removes the need for a heat exchanger, raw water pump and the other components necessary for pumping raw water into the heat exchanger.

BEFORE STARTING THE ENGINE/GENERAL INSPECTION
For maximum service of our marine engines, make a thorough engine compartment inspection before starting the engine. Look for such items as fuel oil or coolant leaks. If any leaks are found, correct the cause. Clean the engine compartment. Look for loose bolts, worn pump belts, and trash buildup. Remove trash buildup and have repairs made as needed. Note problems in the engineering logs book.

PRESTART CHECKS
Check the engine crank case oil level. Check the coolant levels with the engine stopped and cold. Remove the filler cap slowly to relieve pressure. Some loose debris or scale may be visible; a small amount is normal. Wipe off the filler cap and filler

neck. Maintain the coolant level to within 13 mm (1/2 inch) of the bottom of the fill pipe. Install the filler cap. Check the marine gear oil level with engine running at idle and in neutral.

STARTING

Do not start the engine or move any of the controls if there is a warning tag attached to the controls. Check with the person who attached the tag before starting.

Make sure that the engine is in neutral at both control stations and turn the key on the Haig Point I, Haig Point III or depress the start switch on the Haig Point II, Haig Point IV and Pelican. **Note:** with the exception of the Haig Point III, these vessels may be started when in gear. The engine should start promptly. If the engine does not start within 15 seconds, release the starter switch and allow the starting motor to cool for 15 seconds before trying again. If the engine fails to start again, an inspection should be carried out to determine the problem and the Engineering Department notified.

Once the engine has started, check all gauges to determine that the engine is operating within normal ranges. If oil pressure is not indicated or if engine temperature exceeds 195 degrees the engine should be shut down immediately and not operated until the cause of this problem is resolved by the Engineering Department.

ENGINE AND MARINE GEAR OPERATION

Proper operation and maintenance are key factors in obtaining the maximum life and economy of the Marine Engine. Following these directions will lower operating costs and prolong the operational life of this engine. Operate a cool engine at low load. After normal oil pressure is reached and the temperature gauges begin to move, the engine may be operated at partial and then full load. From a cold start, warm-up the engine for ten (10) minutes. For an engine that has been operating, warm-up for at least 5 (five) minutes before taking the lines off the dock.

TO GET UNDERWAY

Fully engage the marine gear control lever in the desired direction of travel. Wait one second to allow complete engagement of the clutch. Gradually increase engine speed as required. NOTE: when
reversing direction of travel, reduce engine speed to low idle, place the gear control lever in NEUTRAL for approximately two seconds, then move the lever to the other

direction, and allow one second for the clutch to become fully engaged before increasing engine rpm.

Reversing gear direction too quickly can cause the engine to reverse. If the engine reverses rotation, the engine and marine gear oil pumps will be running opposite normal rotation. Oil will be pulled from the bearing and cause severe damage. Reduce engine speed to low idle. Move the marine gear control lever to the NEUTRAL position.

Wait a sufficient amount of time to allow the clutch plates to completely disengage, and the propeller to stop turning (approximately two (2) seconds); Move the marine gear control lever to the engaged position, gradually increasing engine speed as the clutch is engaged. Wait a few seconds to allow complete engagement of the clutch. Gradually increase engine speed as needed.

STOPPING THE ENGINE

Always allow the engine a period to cool down before shutting down the engine. This should be about 5 minutes in most operating situations. Depress the shutdown switch and firmly hold down until the engine completely shuts down and no longer is rotating. An engine may roll over backwards if not completely shut down. If that should occur, again depress the shutdown switch and hold until engine stops rotating.

EMERGENCY STOPPING

All engines have a emergency shut down system that closes the availability of air to the engine. This system is called the air box shut down. The mechanical actuator for this system is on the top of the engine near at the silencer. Remote mechanical actuators are located on the aft decks of the Ferries and Crewboat and are labeled. All employees should become familiar with the location and operation of this system.

GAUGES

Gauges provide a look "inside" the engine. Be sure they are in good working order. You can determine what "normal" operating range is by observing the gauges over a period of time. The cause of any sudden or significant change in the readings should be determined and corrected.

AMMETER: Indicates the rate of battery charge or discharge.

TACHOMETER: Indicates engine RPM. (The Haig Point III has a digital tachometer)

OIL PRESSURE: Registers between 240 and 586 kpa (35 and 85 psi) when engine is running at rated engine speed, with SAE 10W-30 oil at operating temperature. A lower pressure is normal at low idling speeds. If no pressure is indicated, stop the engine immediately.

WATER TEMPERATURE: Normally registers between 77C and 90C (170F and 195F). Somewhat higher temperatures may occur under certain conditions.

EMERGENCY SHUTOFF CONTROLS

Emergency shutoff controls may be electrically, mechanically, or hydraulically operated. Familiarize yourself with the types and locations of the shutoff controls, the conditions which cause each control to function, and the resetting procedure required to start your engine.

ALARM SWITCHES

Alarm switches are set at a less critical temperature, pressure, or level limit than the shutoff controls. The purpose of the alarm switch is to warn the operator that an unsafe operating condition is starting to occur. Corrective measures must be taken to avoid possible damage to the engine.

Marine propulsion engines are usually equipped with various alarm systems. When an alarm is activated, corrective measures must be taken before the situation becomes an emergency. Do not continue to operate an engine unless the cause of the alarm is determined and corrected. Each alarm switch is electrically connected to an indicator lighter, bell or horn .The alarm will continue until the condition is corrected. Then the light will turn off and the bell or horn will be silenced.

GENERATOR OVERVIEW:

STARTING

The DC breaker must be in ON position, located on the middle of the control box. Press the Stop/Pre-heat switch for 10 to 30 seconds. Release the Stop/Preheat switch and press Start.

CAUTION: Excessive cranking periods can overheat and damage the starter. Do not engage starter for periods longer than 30 seconds without allowing two minutes for starter to cool.

START-UP CHECKS

Oil Pressure Gauge: The oil pressure should be in the range of 35 to 50 psi(241 to 345Pa) when the engine is at operating temperature.

DC Voltmeter: Normal B+ battery voltage during operation should be 14 to 15 volts.
Water Temperature Gauge: The water temperature should be in the range of 165° to 195° (74° to 91° C) depending on the load and ambient temperature. Most units are not equipped with gauges in favor of a Murphy Automatic Shut Down switch. If the oil, PSI or temperature readings deviate from normal, the unit will automatically shut itself off.

STOPPING

Before Stopping: Run the generator set at no load for three to five minutes before stopping. This allows the lubricating oil and engine coolant to carry heat away from the combustion chamber and bearing.

CAUTION: Failure to allow running time for engine cooling without load can result in engine damage. Make sure generator set runs unloaded for at least three minutes.

To Stop: Press the switch Stop/Pre-heat position on the control panel or remote station.

OPERATING RECOMMENDATIONS

No Load Operation: Keep long periods of no-load operation to a minimum and avoid if possible. No –load operation allows combustion chamber temperatures to drop so low that the fuel does not burn completely. This results in carbon deposits which can clog injectors, because piston rings and valves can stick and can cause cylinder glazing. Run the AC units at all times or at least on blower to ensure electrical loading.

DC Control: The DC control has a number of sensors that continuously monitor the engine for abnormal conditions such as low oil pressure, high coolant temperature, and high exhaust temperature and over speed. If any one of these conditions occurs, the fault breaker trips and stops the unit.

NOTE: When this happens and the Genset has stopped unexpectedly, a light will blink on the start toggle switch. The number of times the light blinks in sequence will help identify the problem. Adjacent to the start toggle there is a User's Guide panel that identifies each problem with the specific blink sequence to help you troubleshoot the problem.

The control panel Fault reset breaker will trip for any one of the fault conditions described separately below. The white breaker reset button pops out about ¼ inch (6 mm) when a fault occurs. Low Oil Pressure: Remove dipstick and check oil level. If low, add oil to bring up to full mark. The oil pressure switch actuates the fault circuit of pressure drops below 9 psi.

High Coolant Temperature: Observe Coolant Temperature Gauge (option) for indication of temperature over 222°F. The coolant thermostat switch closes at this temperature and actuates the fault circuit. Ensure pump belt is OK and has proper tension; endure sea water flow at exhaust outlet is about 3 gal/min.

High Exhaust Temperature: The high exhaust temperature switch is mounted on the exhaust elbow and closes on temperature rise about 230° F. It will open again when temperature reaches about 190° and functions to protect exhaust system hoses.

AIR CONDITIONING AND HEATING SYSTEMS

The Haig Point I, II, and IV are equipped with a "Cruise Air" system to supply heat and cooling to the passenger compartment and wheelhouse. This system circulates salt water through cooling coils in the engine room (HPI, II) or tank compartment (HP4) to transfer heat from the compressor pump. The air handlers and condensers are located in the wheelhouse under the seats. There are differences in switch location and plumbing for each boat.

HAIG POINT I

To place system in service check that the sea chest valve is open and that the raw water valve to the circulating pump is open and the valve to the emergency pump is closed in the engine room. Turn on the circulating pump (AC Pump) on the panel in the wheelhouse. Check water flow on the starboard side amidships. Turn "on" the units on the electrical panel in the wheelhouse. Select "Cool", "Fan", or "Heat" settings and then select a temperature setting on the thermostats for the units by the seats on either side of the wheelhouse.

HAIG POINT II

Check that the sea chest valve is open. Switch the circulating pump (AC Water Pump) "on" in the breaker panel in the engine room on the forward bulkhead. Turn on the breakers for each unit, also located in the breaker panel box. Check water flow on the starboard side amidships. Select "Cool", "Fan", or "Heat" settings and then select a temperature setting on the thermostats for the units by the seats on either side of the wheelhouse.

HAIG POINT IV

The units on the HP4 are located under the cabin in the tank compartment. The breaker switches are located next to each unit and are left in the ON position. In the cabin, making a selection on the wall panel will activate each unit. It is similar to the HVAC settings in a home system. Climate control options are either "Cool" or "Heat", the fan selection includes "ON" - "OFF" -"Auto", and each unit allows the temperature to be set.

HAIG POINT III

At times, voltage levels may drop or power may be interrupted to the units. This may cause the compressors to cycle, turning them on and off. You may notice this by the sound of the generator or dimming of the 110 volt lights. Turn the units off for 15 minutes, and then restart. If this does not fix the cycling, turn the units off and notify maintenance.

You can only run one heat or A/C unit on a boat when on shore power. Both units together use more amps then are provided by shore service. Trying to run both units is a fire hazard and could damage the units.

The fan speed must be in the "high" position when operating Air Conditioning systems. Failure to operate on high fan speed could cause icing of the compressor and cycling of the units. Turn the system off for 15 minutes to fix this condition.

The Pelican, and Haig Point III all have Coleman roof units that have air-conditioning compressors and heat strips in the unit. These systems can also be run in the fan mode. If you turn a unit off when operating in the air conditioning mode, wait 15 minutes before selecting air conditioning again. These are the only 110 systems on these boat so it is not necessary to run the generator unless these units are in use.

CHAPTER THIRTEEN

T-BOAT CHECK LIST

VESSEL_____

DATE_____

INSPECTOR(S)

_____

A. Administration and Paperwork:

_____ Check the vessel's Certificate of Inspection. Has the certificate expired? Has the vessel been operating within the limits of its certificate? You must not laminate the Certificate of Inspection.

_____ Check the vessel's documents that it is correct and valid for the type of service the vessel is engaged in. The original document must be onboard the vessel. It's annual renewal sticker must be up to date. The Certificate of Inspection is not valid without this document.

_____ Check N.C. State License. Are all transmitters such as radios and radars listed on station license? Are all operators of the vessel in possession on a valid FCC Marine Radio Operators Permit?

_____ Check recommended emergency check off lists and how to don a life jacket. Are they Properly displayed on the vessel?

_____ Check placard describing the use of the life raft.

_____ Check Inland Navigational Rules Act of 1980. Needed onboard vessels more than 39 feet in length.

_____ Check charts for local waters.

_____ Check coast pilots for appropriate pages; local pages only are required.

_____ Check light lists.

_____ Check local notices to mariners.

_____ Check tide tables.

_____ Provide evidence of drug testing compliance. Pre-employment and random drug
testing.

_____ Provide a log of training of crew members in Fire Safety. Man Over Board, and other
Emergency situations.

B. Navigation Equipment and Navigation Rules Compliance:

_____ Check the magnetic compass.(Prominently posted and an up-to-date deviation table)

_____ Check the vessel's radar and loran for proper operation. Be prepared to operate this
Equipment for the inspecting officer.

_____ Check all navigation lights for proper operation, for bulbs of the correct type and
Wattage and suitable intensity, clean lenses, black-matte colored screens of the right

Size and properly aligned. Check for corrosion-free wiring and electrical connections.

_____ Operate the vessel's whistle so that it produces an efficient sound signal.

_____ Assure that the vessel's fog bell is the correct size and is properly positioned and

Mounted to serve its intended function. The mouth of the bell will be 7.9" for vessels

Less than 39 feet in length and 11.8" for vessels 39 feet or more in length.

_____ Check one black ball day shape. Halyards must be available for the immediate use of

This shape.

C. Lifesaving Equipment:

_____ Insure that each life preserver (PFD) is clean and of the correct type for the service intended. All straps, hooks, and fittings must be serviceable. Cloth coverings must not be torn or rotten. Flotation sacks must be not punctured. Each PFD must have reflective tape on both sides. Display PFD in groups of five to ten for inspection.

Count Adult_____ Work vest_____

Child_____ Inflatable_____

_____Check number of life rings_____Condition_____60'line_____

_____ Is a water light provided for and attached to one of the life rings at or near the pilothouse for nighttime use?

_____ Check each water light for proper operation.

_____ Be sure there are three (3) red flares and three (3) orange smoke signals. They must be approved for the service intended (the correct type).

Check all flares to be sure they are not outdated and within three years of the date of manufacture stamped on the flare.

_____ Provide one or more waterproof boxes for flare storage.

_____ Check each life float and buoyant apparatus for good overall condition. Check for
Rotted lines or beckets. Check for a proper nameplate and markings. Check for a painter 100 feet long with a 1,500 lb breaking strength. Check to see that two paddles are available, are in good condition, properly marked and attached to the lifesaving apparatus. Check all grab lines to see that they are held by lashings of light thread or masking tape to prevent them from tangling yet weak enough to be broken by a man in the water Be certain that any line dispensing appliance used to store the painter is properly positioned and will operated under emergency conditions. Applies to Pelican and Osprey only.

_____ Does the vessel have a means to retrieve a person from water? Life sling, Block and Tackle, and a rescue tube

_____ **D. Firefighting Equipment**

_____ Check the fire pump for proper operation.

_____ Check all fire hoses under maximum pressure. Replace all defective hoses or fittings.

_____ The nozzle must be attached to the fire hose. The fire hose must be attached to the hydrant at all times. Plastic nozzles are not permitted. A suitable rack to hold the fire hose must be installed at each fire station.

_____ Insure that there is a method of effectively closing off all forced and natural ventilation to the engine room in case of fire.

_____ All fire extinguishers should be tested and tagged by a reputable dealer. The tags should not be more than one year old.

_____ Check all fixed fire extinguishers for rusty or pitted cylinders (especially on the bottom). Check date stamped on cylinder shoulder to see if hydrostatic testing is required (at five year intervals). Haig Point III fixed fire system check.

_____ Produce a suitable hand-operated combination bilge and fire pump complete with hoses. Test it to determine if it works properly.

_____ Be certain that the crew has been trained in and is capable of conducting a fire, flooding abandon ship and person overboard drill in the presence of the Coast Guard Marine Inspector.

Fire Station I Type_____ Exp. Date _____ Condition_____

Fire Station II Type_____ Exp. Date _____ Condition_____

Fire Station III Type_____ Exp. Date_____ Condition_____

Fire Station IV Type_____ Exp. Date_____ Condition_____

_____ 1B-I and 3B-II fire extinguishers must be on board each vessel.

_____ Each fire extinguisher must have a suitable mounting bracket to insure that the extinguisher is held properly. The bracket is approved as a unit with the extinguisher and be mated with a matching extinguisher.

E. Machinery Operation

_____ Check the main engine(s) and generators(s) for proper mechanical operation.

_____ Check the marine gear(s) for proper operation ahead, neutral and astern.

_____ Check the steering system for proper operation, hard-over to hard-over.

_____ Inspect all gauges and tachometers in the engine room and the pilothouse for proper operation.

_____ Check engine shutdown switches to see that they operate from the pilothouse.

F. Fuel and Pollution:

_____ Inspect all emergency fuel shutoffs to see that the handle or hand wheel, reach rod, linkage and valve work.

_____ Check to see that the flame safety screens(30 x30 corrosion resistant mesh-not insect screen) are correctly installed on all fuel and sewage vents.

_____ Inspect fuel lines for leaks and for proper flexible connections to prevent fuel line damage by vibration.

_____ Post pollution prevention placards required by 33 CFR 155.4501 near bilge pump switches.

_____ Post garbage pollution prevention placards on vessels more than 26 feet in length.

G. Electrical System, Electrical Appliances and Electrics:

_____ Check the emergency lighting system, 24V lights, or battle lanterns for proper operation.

_____ Inspect all lights and switches for proper operation. All light fixtures should have proper guards and globes.

_____ No splices are permitted in electrical cables. All junctions must be made in junction boxes.

_____ Storage battery boxes must have fitted tops that protect them from short-circuiting by falling metallic objects.

_____ Storage batteries must be installed in lead lined or fiberglass trays to prevent damage by battery acid.

_____ Storage batteries must be properly ventilated and have a minimum of 10" headroom.

_____ An ammeter and a voltmeter must be provided to measure the voltage and amperage output of each generator in operation. The frequency meter(Hertz meter) should work and be properly calibrated. Generator over speed shutdowns must trip witin RPM tolerances.

_____ Battery terminals must be of the soldered lug type. No spring clips or temporary clamps are permitted.

_____ Test emergency means for stopping ventilating fans and air-conditioning units.

_____ Are all electrical panel boxes shielded to prevent touching live wires? Are panel boxes provided with a directory or listing of all circuits they control?

H. General Safety and Miscellaneous Items:

_____ The vessel must be provided with a suitable anchor and anchor line.

_____ Clean all traces of oil and fuel from the bilges. Do not pump it overboard.

_____ Check all exhaust lines for exhaust or water leaks. Be sure exhaust lines are wrapped to prevent burns from the point where the flange bolts to the engine to 3' beyond the water injection point.

_____ Check turbochargers and dry exhaust manifolds for insulating blankets.

_____ Inspect for proper guards on all exposed fan belts, sprockets, couplings, etc.

_____ Inspect for protective screens for all fans and blowers.

_____ Inspect the entire bilge pumping system for proper operation in all compartments.

_____ Inspect the lazarette and engine room for hanging wires, loose hoses, pipes or copper tubing that may need strapping brackets or chafing gear.

_____ Inspect all handrails for continuity, cracks, breaks, weakness or other safety defects.

_____ Check all devices that are used to hold hatches and water tight doors open.

_____ Check double hose clamps on all hose connections.

_____ Inspect all hatch gaskets for paint (not allowed) and deteriorating rubber.

____ Toilets, washrooms and passenger areas should be able to pass a sanitary inspection.

_____ Inspect all valve handles. Replace broken handles and hand wheels.

_____ The potable water system (including storage tanks) must be completely independent and must not be connected to any other system.

_____ Check the first-aid kit for completeness and suitability. Use USCG approved first-aid kits and replacement components.

_____ All blank holes through watertight bulkheads must be sealed to maintain watertight integrity. All bulkhead penetrations for wiring must be checked for frayed wires and for properly maintained watertight packing tubes.

_____ Examine and operate the collision bulkhead bilge suction cut off valve from the deck.

I. Painting, Stenciling, Labeling and Marking:

_____ Check that the vessel's name on documented vessels appears on both bows and at the stern in at least 4' letters. The hailing port must appear on the stern or the home port.

_____ Life floats, buoyant apparatus, ring life buoys, personal flotation devices, work vests, paddles, etc.should be stenciled with the vessel's name.

_____ Stencil Emergency Fuel Shut-off in red near the fuel-shut-off valve(s) on deck.

_____ Number and stencil each station at the hydrant (Example: Fire Sta. No 5)

_____ Stencil the number of life preservers on each locker thus: 25 Life Preservers-use at least 1inch letters.

_____ Stencil all compartment vents, fuel, portable water and ballast fill and vent lines.

_____ The portable water fill should be painted blue.

_____ Label all 110 volt and 220 volt receptacles.

DEFICIENCIES	DATE REPAIRED

CHAPTER FOURTEEN

HAIG POINT

PAYROLL CORRECTION FORM

Employee Name:_____

Department: MARINE

Day Problem Occurred:_____/_____/2016

Correction:

Clock In: _____

Clock Out:_____

Employee Signature: _____Date:____/____/_____

Department Manager Signature: _____

NOTE: MUST BE FILLED OUT AND RETURNED TO HUMAN RESOURCE.

DO NOT WRITE BELOW THIS LINE

Date Corrected: _____ Signed: _____

Haig Point Ferry Company

REQUEST FOR PERSONAL TIME OFF

- Requests must be made at least 2 weeks in advance **AND** before the schedule is posted
- Requests are approved in the order submitted
- If more than 2 employees in the same position have already submitted a request for the same time, your request may not be approved.

Employee Name: _____

Date Submitted: _____ **PAID** or **UNPAID** request (circle one)

Date Requested:	Hours Per Day:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Employee Signature _____

Approved _____ Not Approved _____

Manager's Signature _____

Date: _____

Haig Point Ferry Company

REQUEST FOR PERSONAL TIME OFF

- Requests must be made at least 2 weeks in advance **AND** before the schedule is posted
- Requests are approved in the order submitted
- If more than 2 employees in the same position have already submitted a request for the same time, your request may not be approved.

Employee Name: _____

Date Submitted: _____ **PAID** or **UNPAID** request (circle one)

Date Requested:	Hours Per Day:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Employee Signature _____

Approved _____ Not Approved _____

Manager's Signature _____

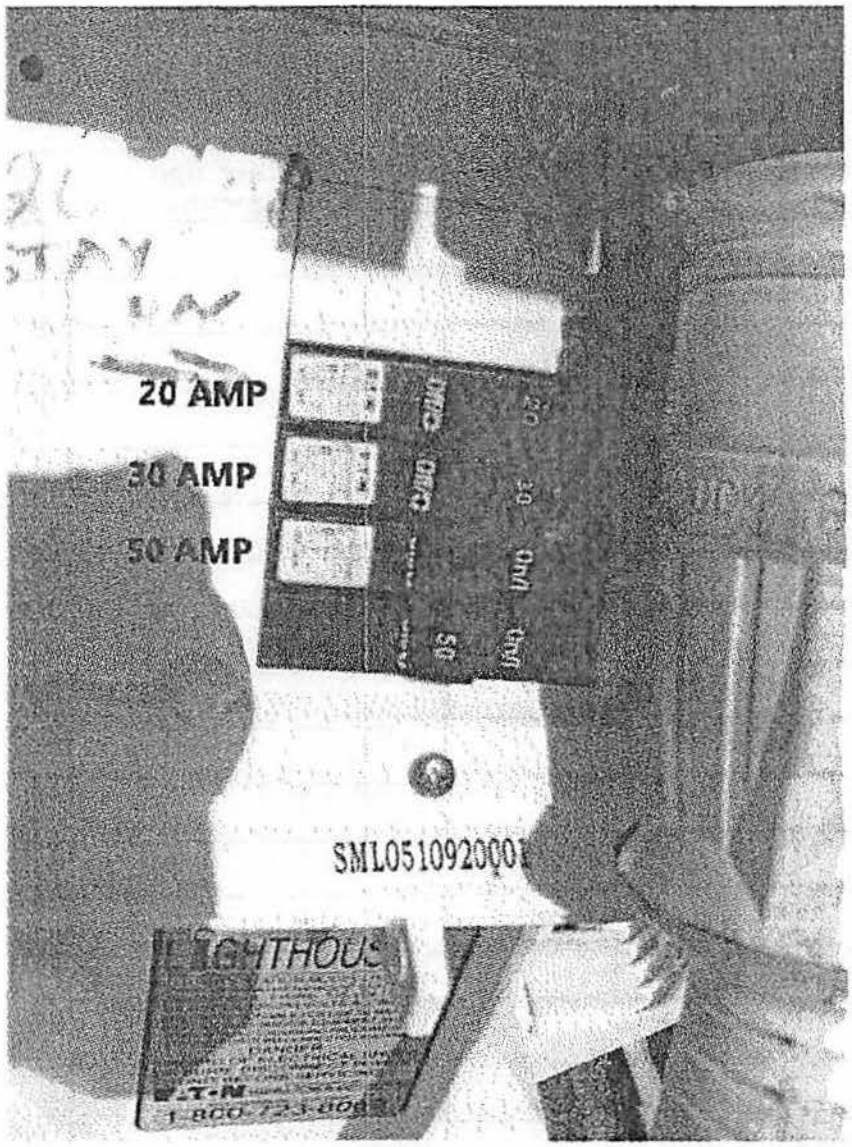
Date: _____

Ferry Manifest Sign In Sheet

For Member Use Only

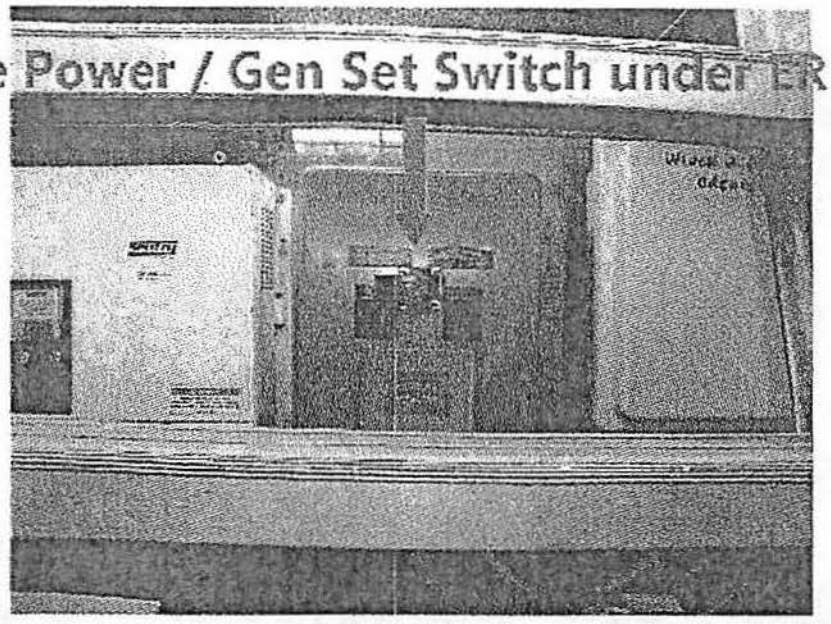
Non-Members must have a pass to board

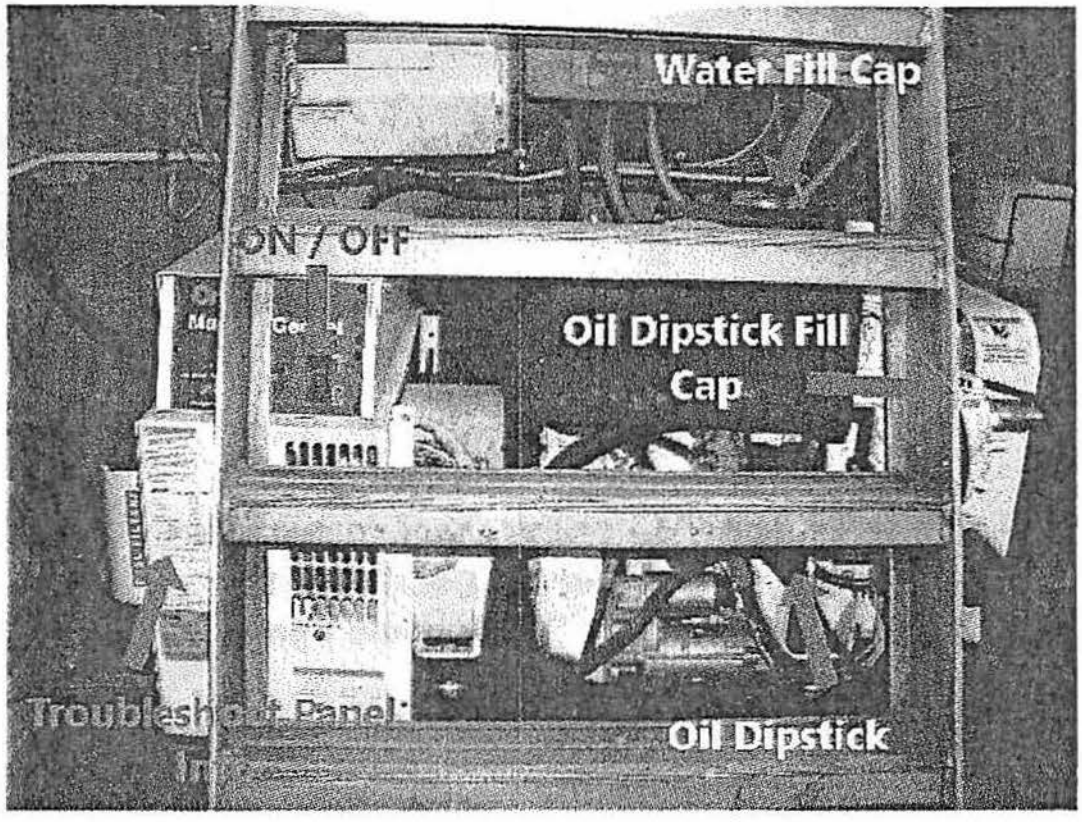
Date	Member Name (Printed)	Member Sign In (Signature)	Did Not Have Card	Did Not Present Card	Card Gave Red Light



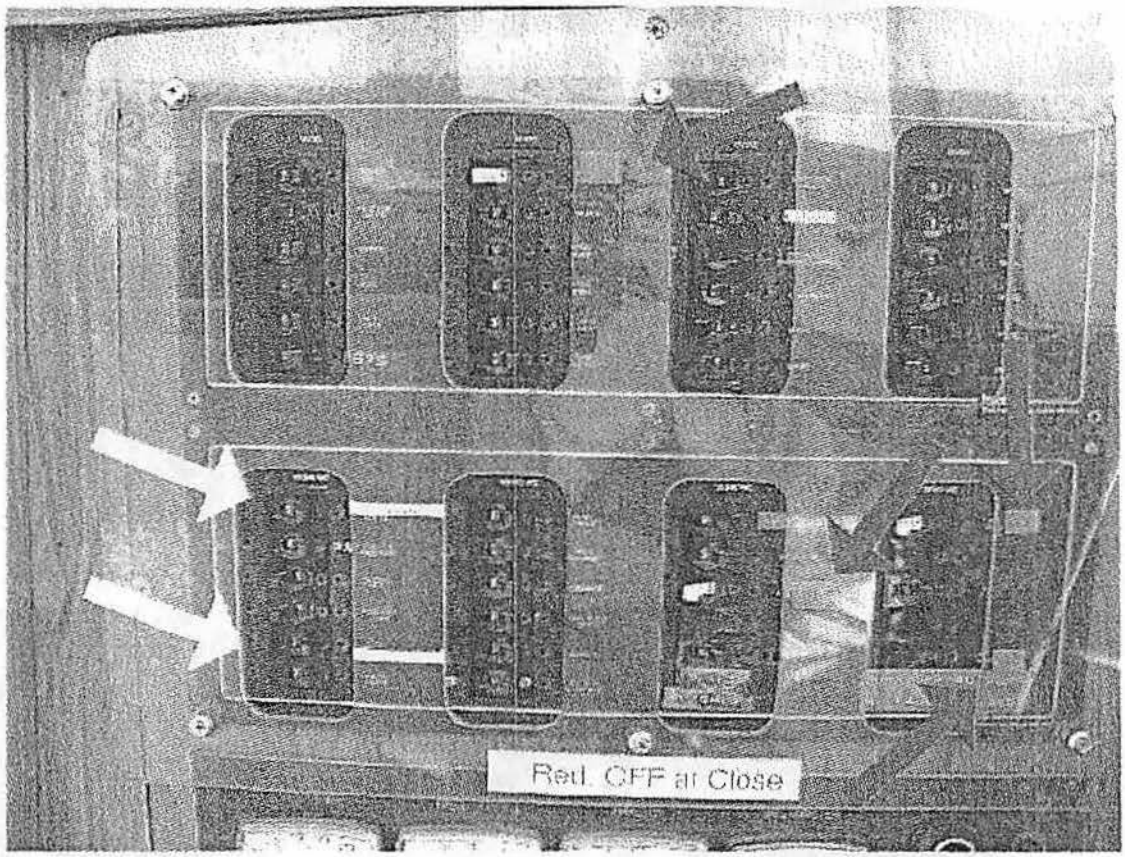
20 AMP - Stays ON - powers the Yellow light at night
30 AMP - use for HPIII Shore Power ONLY
50 AMP - (always double switch) use for HPI, HP2, HP4
Always make sure 30 / 50 AMP OFF before plugging or unplugging a boat.

Shore Power / Gen Set Switch under ER stairs





HP1 Fuse Panel - Located in the Wheelhouse

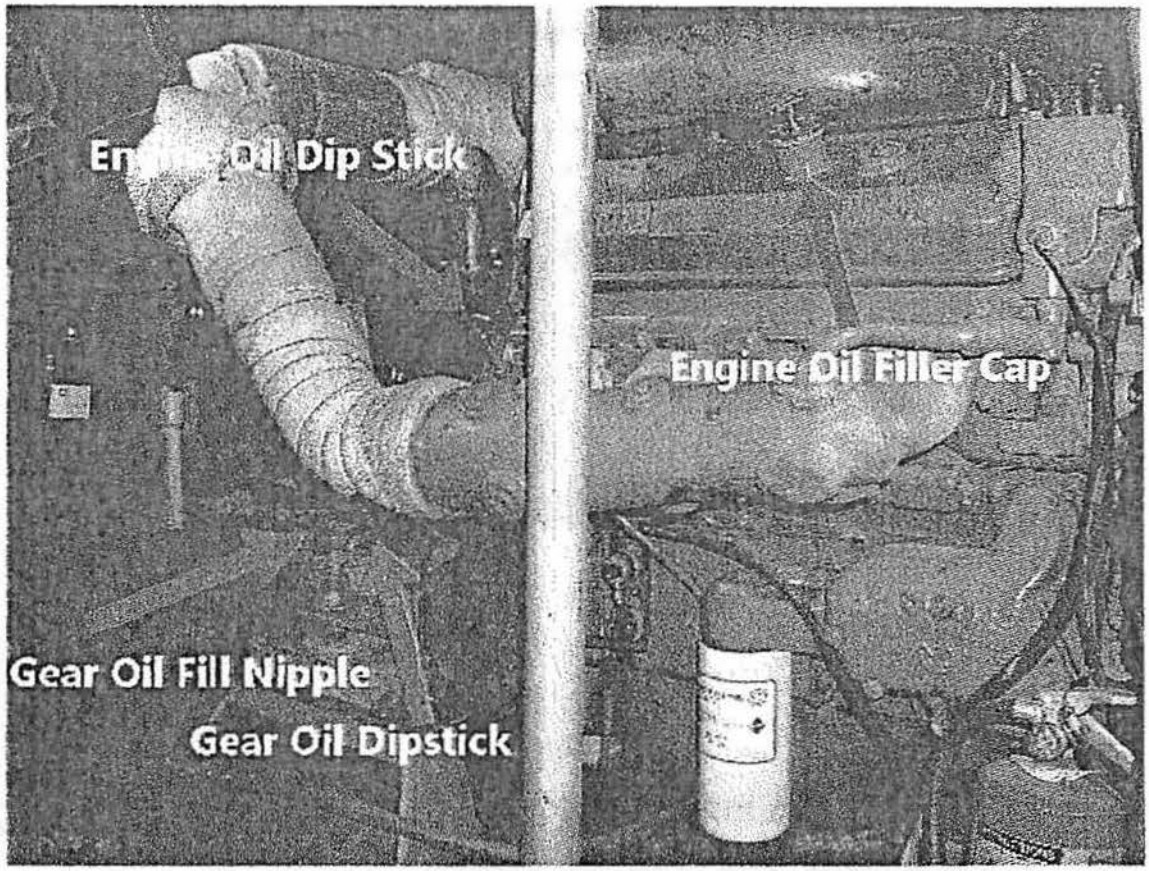


At Close -Turn OFF the RED MARKED SWITCHES

- **Both AC units**
- **AC Water Pump**
- **24 Volt AFT DECK LIGHTS**

AT Close - Turn ON the WHITE MARKED SWITCHES

- **120 Volt AFT DECK LIGHTS**
- **120 Volt Wheelhouse Lights**



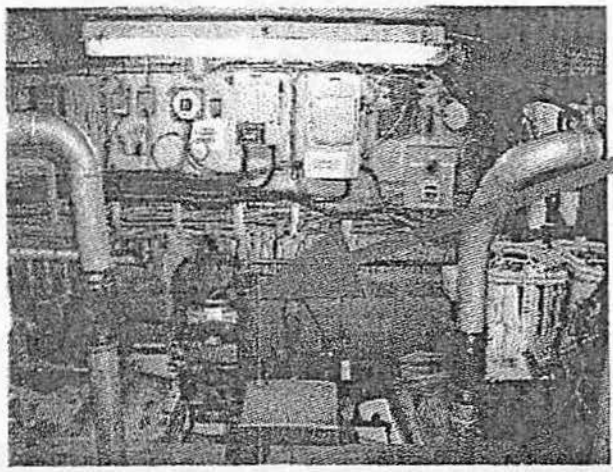
All the engines on the HP1 and HP2 have Engine Oil Dipsticks on the STDB side

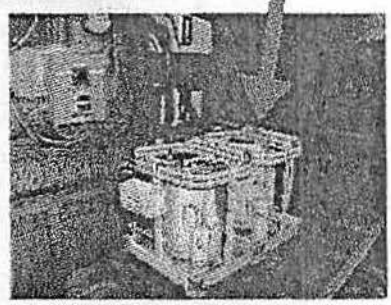
All the engines on the HP1 and HP2 have Gear Oil Dipsticks on the aft end of the engines

The Engine Filler Caps on the HP1 and HP2 are located on the inboard side of each engine along the center walkway

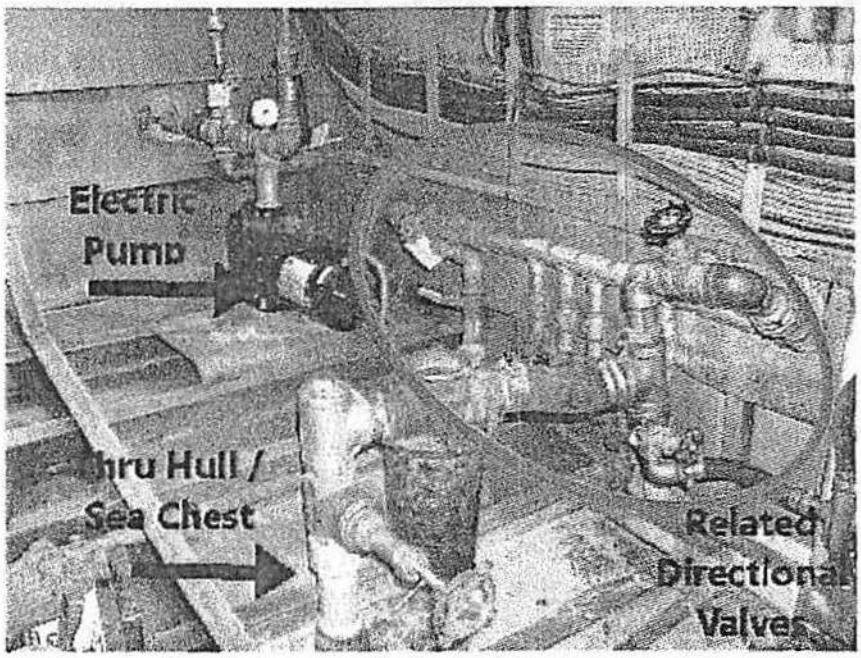
The Gear Oil Fill Nipple has a cap on it that looks like a hex nut

HP1 Engine Room - Forward Bulkhead

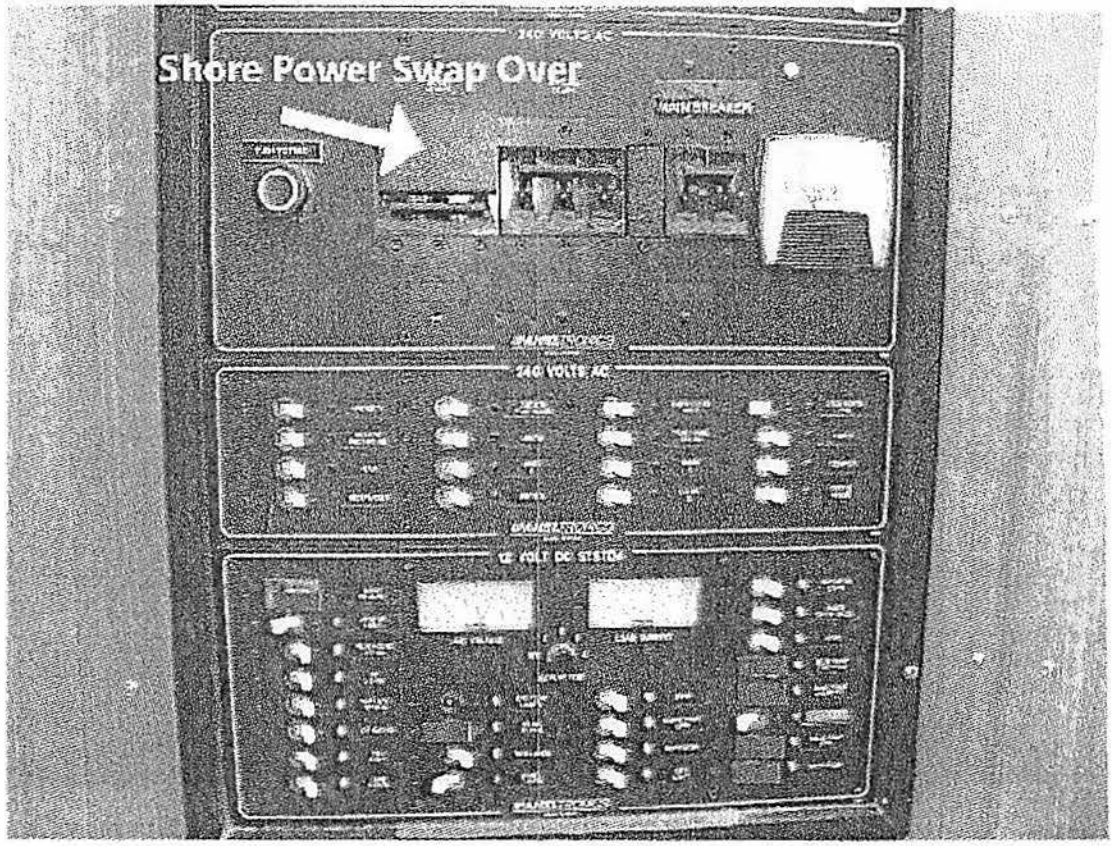




Crash / Fire Pump System



HP4 Fuse Panel - Wheelhouse



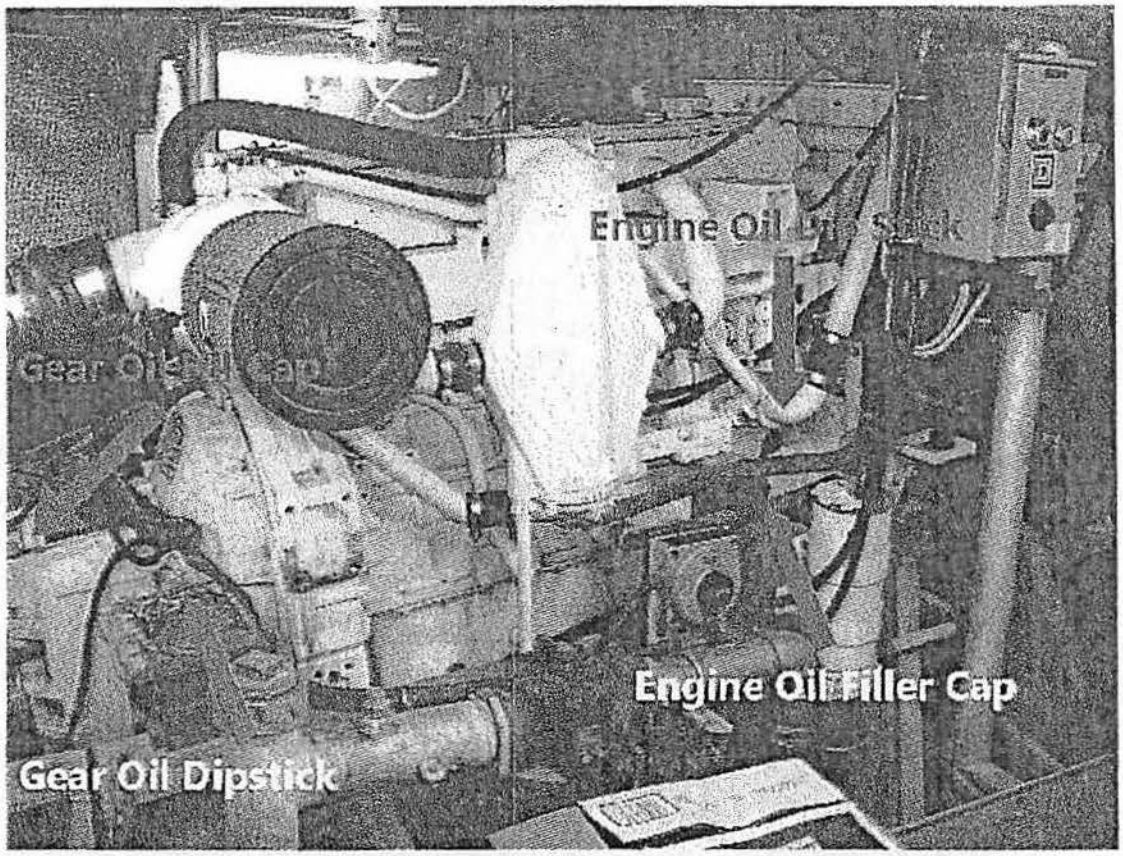
The switch from Shore Power to Genset is on the top of the panel

The top is all 240 volt (Genset / Shore Power)

The bottom is all 12 volt (Battery)

At close all 12 volt systems should be shut down except those marked in RED (the real panel is marked in red)

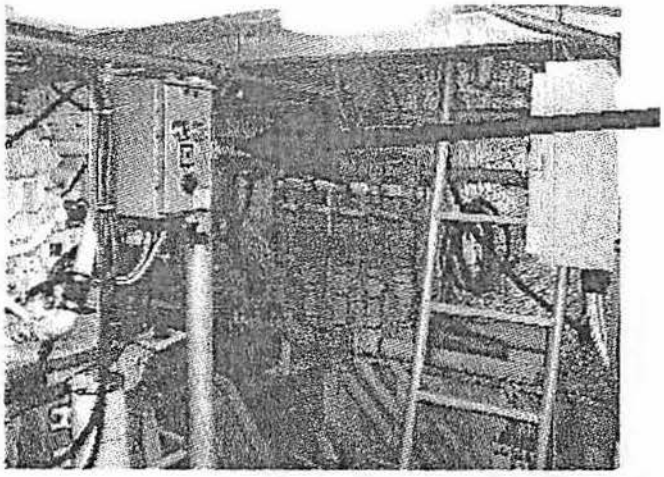
HP4 Engine



Both engines on the HP4 have the Oil Dipsticks and Oil Fill Caps located in the center aisle along the walkway

The Gear Oil Dipsticks are both located on the STBD side

And the Gear Oil Fill Caps on both are on the top of the transmission



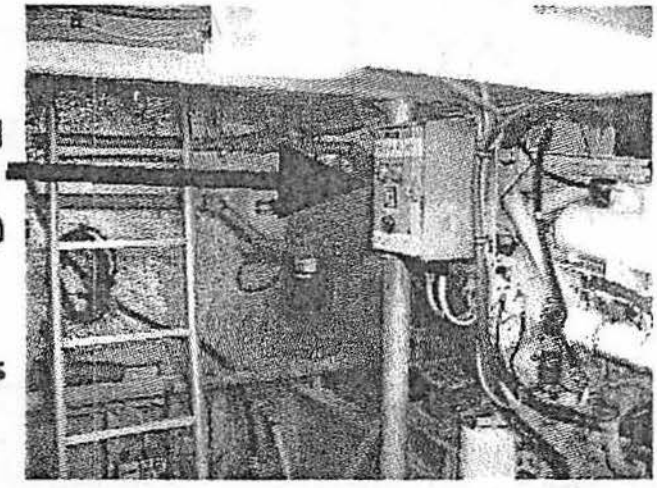
HP4 Engine Room Blower

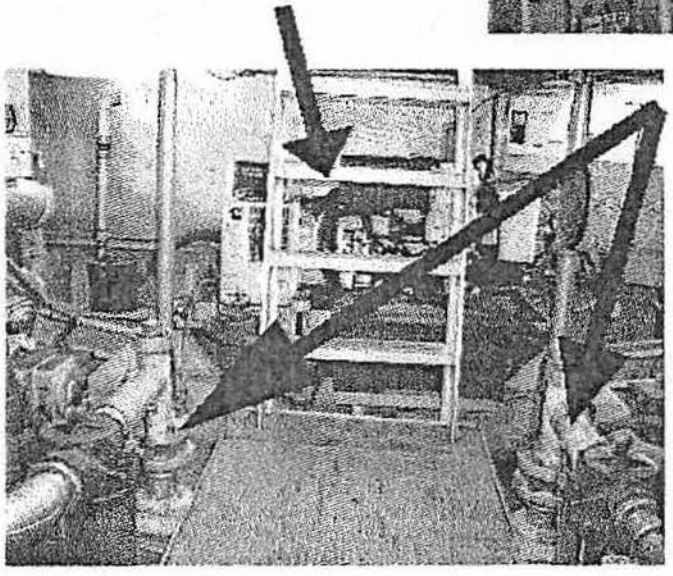
It shuts OFF automatically when swapping between Genset and Shore power and needs to be turned back ON manually

HP4 Electric Crash Pump

Used for De-Watering and as back up for the automatic (engine driven) fire pump

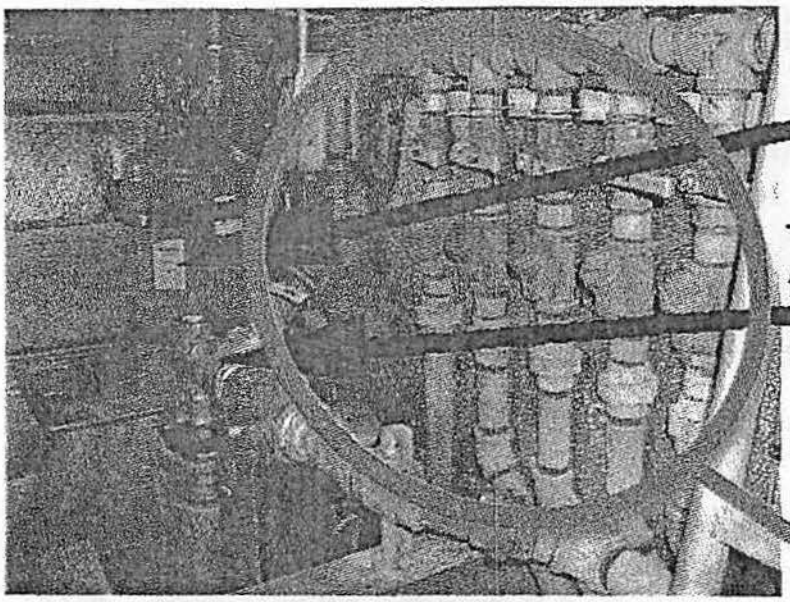
Genset in same location as HP2 & HP2





HP4 Thru Hulls/Seachests and Strainers

HP4 forward engine bulkhead
PORTSIDE



CO2 Auto-Fire Supression Tank

Thru Hull / Seachest for de-watering and fire pump

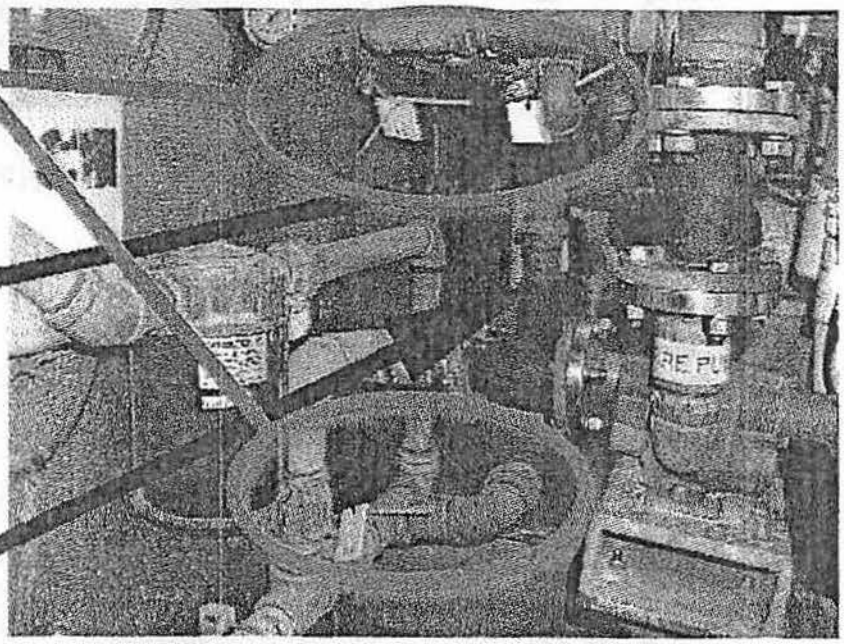
De-watering and fire pump directional valves

HP4 forward engine bulkhead
STARBOARD

De-watering and fire pump directional valves

Engine Driven Pump Primary Fire or De-watering

Electric Pump Secondary Fire or De-watering



HAIG POINT FERRY COMPANY

Personal Annual Training Log

Please keep personal records of all training. You will record training in the front of each ferry's "Trip Log". complete, record here as well.

Have your captain or trainer initial each topic when completed and put the date under each qtr completed

Safety Training Topic	1st Qtr	Initial	2nd Qtr	Initial	3rd Qtr	Initial	4th Qtr	Initial
Accident Reporting								
Anchoring								
Boarding Safety								
Cargo Handling								
Cart Safety								
Check Ride Drill								
Compartment Hatch Safety								
Confined Spaces								
Damage Control								
Diesel Engine Orientation								
EAP/Reg 1hr Drug testing								
Electric Shock								
Prevention/Safety								
Emergency Pumps								
Emergency Radio Communication								
Engine Room Safety								

Safety Training Topic	1st Qtr	Initial	2nd Qtr	Initial	3rd Qtr	Initial	4th Qtr	Initial
Fire Training 1								
Fire Training 2								
Fire Training 3								
First Aid								
AED Use								
Foul Weather/Fog								
Fuel/Oil Spill								
Hurricane Procedures								
Hospitality								
MOB Man Overboard								
Mate-Boat Handling Skills								
Mate-Duties & Skills								
Medical Emergency On Board								
MEDIVAC								
MSD Procedures								
Oil/Fuel Enviro Plan								
PFDs								
PPE								
Passenger Safety Policies								
Quarterly Safety Review								
Review Questions Handout								
Rules of the Road TP & Quiz								

Safety Training Topic	1st Qtr	Initial	2nd Qtr	Initial	3rd Qtr	Initial	4th Qtr	Initial
Security Procedures								
Boat Handing Skills-single								
Boat Handing Skills-dual								
T-boat regs								
Team Building Skills								
Towing/Transferring								
Trailer/Cargo Handling								
Pool side MOB Survival training								
In Water MOB								
Other training								
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

HAIG POINT FERRY COMPANY CREW CONTACT FORM 2016

DIRECTOR of TRANSPORTATION	
Richard Inglis	843-341-8106-o 843-422-8383-c
MARINE OFFICE	
General Office	843-341-8110
EMERGENCY NUMBERS	
USCG TYBEE ISLAND	912) 786-5106
USCG CHARLESTON	843-724-7600
SC WILDLIFE DNR	843-953-9307
BEAUFORT COUNTY SHERIFF	911
NON-EMERGENCY LINE BCS	843-255-3200
FIRE DEPT.DAUFUSKIE	843-785-2116
FULL TIME CAPTAINS	
David Rasmussen Lead Captain	843-384-4505 843-227-3283-c 843-717-3091-h
Ray Morris	843-757-2919 - h
Bob Paulik no texts	843-689-3219 - h 843-422-8463 - c
John Cartrette	843-338-3795
Antonio Chalmers	843-227-2104
Bernie Shoemaker	843-726-3967 - h
James Chaplin	843-575-0706 - c
FULL TIME MATES	
Michael Wolf	704-685-6687
Michael "Duke" Clark	843-816-6233-c
Eric Ramirez	912-695-0436
Harry "Bobby" Steinhauser	912-401-8354-c
Derald Stewart	843-290-3408 - c
Robert Levis	843-686-2418 843-505-3835

BOAT PHONES	
ODD BOAT	843-384-4501 - c
EVEN BOAT	843-384-4597 - c
PART TIME CAPTAINS	
Mike Bennett	843-785-4222-o 843-785-3083-c
John Bruce Carter	912-398-8470`
Cindy Holland	843-816-4259
Robert Morris	843-812-3686 - c
Frank Munaco	843-816-7245 - c
Edward Roberts	843-684-8386 -c
PART TIME MATES	
John Coulter	843-686-4191 - h
Michael Davis	901-598-9238 - c
James Mahaffey	478-550-4624
Dennis Morris	843-705-9248 - h 843-505-3915-c
Gene Orage	843-422-2680
John Schartner	843-684-0714
INTERNS	
Christopher McCorkendale	843-540-5852
COMPANY RADIO CALL #s	
100 Front Desk Welcome Center	301 HP I
200 Bag Drop	302 HP II
300 Director of Transportation	303 HP III
400 LT Supervisor	304 HP IV
401 Bus Driver	305 HP Sandpiper
500 Engineering Supervisor	306 HP Pelican
501 Mechanic on Duty	307 Assistant to LC
700 General Manager	308 Lead Captain

revised 1-28-2016 dr

November 3 2015

HAIG POINT DEPARTMENT NUMBERS

	(843)
Accounting	341-8158
Beach Club	341-8133
Calibogue Club	341-8136
Clubhouse	341-8152
Concierge	341.8150
Embarkation/Bag Drop (Derald Stewart, Supervisor)	341.8197
CELL:	290.3408
Engineering Maintenance (Zack Kelehear)	341-8183
Engineering Roving Cell Phone	384-4564
Facilities Maintenance	341-8111
Grounds Maintenance Roving Cell Phone	384.4610
Fire Department	785.8358
Fitness Center	341.8115
Front Desk/Lodging (ext 2000)	800-686-3441/686-2000
General Store	341-8116
Golf Maintenance	341.8186
Golf Mechanics (Wes Reeves)	384-4526
Golf Shop	341-8155
Grill Room	341.8152
Human Resources (LaTonya Ahenkorah)	341-8185
MOD (Manager on Duty)	341-8180
Mansion	341-8103
MARINE	341.8106
Dave Rasmussen, Lead Captain	341.8110
CELL:	384-4505
Marketing	341.8148
Membership & Property Coordinator	341-8174
Membership Sales (George Thompson)	341-8148
Valet Station/Cart Barn (John Edwards, Supervisor)	341.8129
CELL:	384.4548
SECURITY DISPATCH	**247-0788**
Tennis Center	384-0553

Haig Point Utility Companies	
DIUC	686-9249
Eric Johanson- cell	247-3135
Bill Donaldson- cell	247-6614
SCE&G – Power Outages	800-251-7234
Barging	
Hilton Head/Daufuskie Island Barge Co.	843.247.5378
Hutchinson Island Barge Co.	912-232-1836
Hargray Repair	686-1138

STAFF

Name	(843) office	(843) cell
Doug Egly - Chief Executive Officer	**341-8141**	**226-0407**
David Warren - Director of Mkting and Membership	341.8148	384.3571
Bruce Lortie – Facilities Maint. Coordinator	341-8111	384.0947
Damaris Rodriguez - Memb & Prop Coordinator	341-8174	384.9918
Gavin Johnson – Director of Agronomy	341-8186	384.2446
George Thompson – Director of Sales	341-8104	404.428.0453
Frank LeDonne – Accounts Payable	341-8158	
Ian Pyne – Banquet Manager	341-8134	384.0949
Juan Rodriguez - Facilities & Grounds Maint Supe	341 8167	384.4513
Jamie Kinard – Member Services Supervisor	341-8195	
Jason Cherry - Director of Golf	341-8154	384.4496
Jim McLain - Exec Chef, F&B Director	341-8162	368.2438
Kassie Dimase - Catering & Event Coordinator	341.8199	623.606.0008
Larry Chestnut - Accounts Receivable	341-8147	
LaTonya Ahenkorah – HR Manager	341-8185	384.4603
Matt Dimase - Dir of Golf Course Maint & Grounds	341-8187	623.606.0006
Rachel Allen - Equestrian Dir (cell/internal use only)	341.8191	678.907.5814
Richard Inglis - Director of Transportation	341.8106	422.8383
Ron Gwyn - Director of Tennis	341.8114	384.0553
Shane McKenzie – Controller (cell/internal use only)	341-8146	*422.1194*
Shemeica East - Member Services Supervisor		384.1392
Tim Richards – Director of Property Services	341-8142	384.4514
Wanda Barquero – Executive Admin Assistant	341-8178	384.4608

FAX NUMBERS

Accounting	686-3808
Clubhouse	686-5476
Embarkation/Bag Drop	785-7369
Membership Cottage (Membership/Property Services)	686-2966
Engineering Maintenance	686-2723
Facility Maintenance	686-3058
Mansion (Use the Membership Fax #)	686-6197
Welcome Center (Use the Accounting Fax #)	686-2443
Golf Maintenance	686-6647
Golf Shop	686-2934
Human Resources	686-6647
Marine Transport	686-3719
Membership Services	686-2378
Valet Station/Cart Barn	686-5117

PHONES & INTERNET ISSUES	office	cell
Phones/Latonya Ahenkeroh	341-8185	384.4603
Internet/Wanda Barquero	341-8178	384.4608

HAIG POINT FERRY COMPANY

HAIG POINT
— DAUFUSKIE ISLAND —

Boat Mate Rank Increase Requirements and Qualifications

Time of Service	0-180 days Sea Service @ HP No previous experience	180-360 days Sea Service at HP or previous experience	360-720 days Sea Service @ HP or previous experience	720-960 days Sea Service @ HP or previous experience
	Required Training	In addition to deckhand req:	In addition to 3rd Mate req:	In addition to 2nd Mate req:
Description of Required Training	CPR/AED/1st AID TWIC Reliable Willingness to learn Team Member Knot and Line Handling proficiency Positive Attitude	Training beyond classroom Basic Seamanship POB and Fire level 1 Basic Radio Skills Positive Attititude Attention to detail Excellence in appearance Customer service excellence Boat Handling Skill Level 1 Minor vessel repair/maint Knots and Line Handling L1	Single hand single screws Oil Spill Recovery Lead Disabled Vessel Towing Ops Marine Sys. Troubleshoot Basic Marine Repair New Crew Trainer Advance Fire 2 Understanding of Radar Radio Skill Knowledge Exceed Guest Expectations Team Leader/Facilitator Correct unsafe practices Show initiative Excellent Appearance Constant Attention Detail Roll Model Marlin Sike and Knots L2	Single hand ALL Vessels Skilled Towing Marine Systems Troubleshoot Advance Marine Repairs Safety Meeting Trainer Damage Control Lead Advance Fire 3 Advance Endorsements Radar Skills Level 2 Radio Operator Collateral Duties Marlin Spike and Knots L3 USCG Drill Leader Goes the 2nd Mile Excelent Appearance High Level Attention to Detail Licensed Master or Pursuing

HAIG POINT FERRY COMPANY

HAIG POINT
— DAUFUSKIE ISLAND —

Crew Training Schedule 2016

January
Flare use/Fire Training/Crash Pump Use and Operation/Damage Control Kit/Types of Fires and use

February
Handling hazardous material/oil and fueling policies/oil boom use and training

March
Golf Cart Operation & Licensing/Cart Safety and Trailer handling

April
Hatch & Compartment Safety/Engine Room Safety/Location of check points and how to repair while underway

May
In Water Rescue-Clubhouse pool/First Aid offered by EMS/EAD use

June
Hurricane prep/Foul Weather/Winds/Towing and Transferring Passengers

July
Slips-trips-falls/Boarding Safety/Security/Crowd Control

August
MOB Drills-in water retrieval

September
Seamanship/Boat Handling Skills

October
Anchoring & Mooring/Knots and Marlin Spike Training

November
Radio operation/Proper Language/Nautical Alphabet/Emergency Broadcast Procedures/Use of VHF in an onboard emergency

December
Hospitality/Team Building/Duties while on watch

***Ongoing drill and training during your routine shift will include: Fire Pump and Dewatering/MOB/Crew responsibilities/Hospitality Spotlights. Each mate and captain are expected to complete a MOB on each vessel every eight weeks. Please record in ship log (front page) and in your personal procedure manual.

HAIG POINT
- DAUFUSKIE ISLAND -

HAIG POINT FERRY CO UNIFORM DISTRIBUTION

NAME:

RANK/POSITION:

DATE: JANUARY 20, 2016

I have received the following company supplied uniforms and accessories:

4 pairs of khaki slacks (sizes _____x_____)

4 long sleeve shirts (sizes _____x_____)

4 short sleeve shirts (size_____)

4 golf shirts (size_____)

4 shorts (size_____)

1 Neptune Jacket (size_____)

1 rain coat suit (size_____)

1 khaki belt (_____)

1 khaki hat (_____)

1 winter web cap (_____)

1 wool sweater v-neck (_____)

1-PFD

_____Date:____/_____/_____

Mate/Captain Signature

_____Date:____/_____/_____

Lead Captain/Supervisor

REVISED October 1, 2017

Proposed Beaufort County Term Sheet | Daufuskie Island Ferry Service October 1, 2017- June 30, 2018

Ferry Service Scope of Work

A minimum of four round trips per day, seven days per week, depending on weather and availability of safe, operating vessels.

Mainland Embarkation

Buckingham Landing (primary); Palmetto Bay Marina (secondary); and Bluffton Oyster Park (tertiary).

Vessels

Palmetto Merchant (primary); HP Pelican (secondary); and HP Two (tertiary).

Daufuskie Island Embarkation

Melrose Landing (primary) and Beaufort County Public Dock (secondary).

Ticket Sales/Outlets

Contractor will make provisions for ticket sales/outlet on both sides of the river:

- Lucy Bell's Café, 111 Benjies Point Road, Daufuskie Island
- Palmetto Breeze Transit, 25 Benton Field Road, Bluffton

The annual cost for the four round trip schedule will cover all one way, Palmetto Breeze passengers up to 10,000 per year. This is an increase from the FY17 contract terms of 7,350 passengers. If that threshold is exceeded, the ferry company will be reimbursed an additional $12.75 (increased from $12.50) for every passenger over 10,000. This is a 25% passenger increase at no additional cost to Beaufort County. This represents a potential savings of $25,500.

Parking Services

DIFS will provide parking administration and collect and keep all parking fees. Palmetto Breeze will continue to provide ticket administration at the County's expense. Beaufort County will provide up to 60 spaces at no charge for full-time residents of Daufuskie Island. One space per household should be allocated and if additional spaces are available, a second space may be provided, with no one household or property owner having more than two spaces allocated at this location. Beaufort County (via Monica Spells) will qualify the parking permits. The spaces will be provided in a defined parking area at the County's Bluffton Government Center (Myrtle Park) at 4819 Bluffton Parkway. DIFS will provide parking decals.

Cost Proposal

Ferry service	$271,222.56 for 9 months	Current monthly cost plus 2% (Oct. 2017 – June 2018) ($30,135.84/mo)
Parking Administration	$5,000 for 9 months	Cost to assume parking from Palmetto Breeze Transit
Management Fee	$45,000 one-time fee	Cost for embarkation accessibility improvements
Total Cost	**$321,222.56**	9 month ferry expenses plus one time annual fee

Clarifications

NOTE 1: Proposed term for year two contract renewal of an anticipated five year term.

NOTE 2: The County's intent with the scope of services is to provide ferry service for Daufuskie Island residents and property owners.

NOTE 3: Staff members with ferry ridership permission are defined as individuals employed under the authority of Beaufort County Council (Beaufort County issued employee identification card) as well as those Beaufort County employees who serve in public safety capacities (Beaufort County uniform).

NOTE 4: Students with ridership permissions are defined as individuals currently enrolled with Beaufort County School District.

NOTE 5: Special/extra boat service requested by the County in writing only is available for $400 per one way departure. The County will not pay for any special/extra boat service runs made without its knowledge or consent in advance and in writing. The cost for any special/extra boat service is not included in the ferry service fixed price.

DRAFT

INVOICE

HAIG POINT

10 Haig Point Circle
Hilton Head, SC 29928
Phone 843.341.8158 Fax 843.686.3808

DATE: September 27, 2017
INVOICE # 24
FOR: *Annual Access & Infrastructure fee*

Bill To:
Beaufort County
c/o Monica Spells
P.O. Box 1228
Beaufort, SC 29901-1228
1-843-255-2354

DESCRIPTION	AMOUNT
Access and Infrastructure Fee	
Embarkation Access Fee	$ 30,000.00
Floating Dock Improvements	15,000.00
Parking Services Administration	5,000.00
These fees are a one time payment for the current 2017- 2018 contract period.	
Embarkation fee includes access to restrooms and climate controlled waiting area.	
TOTAL	$ 50,000.00

Make all checks payable to **Haig Point**
If you have any questions concerning this invoice,
contact Frank Le Donne, 843.341.8158, Fledonne@haigpoint.com

THANK YOU FOR YOUR BUSINESS!