

COUNTY COUNCIL OF BEAUFORT COUNTY  
ADMINISTRATION BUILDING  
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX  
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COUNTY ADMINISTRATOR

SARAH W. BROCK  
CLERK TO COUNCIL

AGENDA  
PUBLIC FACILITIES COMMITTEE

Monday, June 3, 2019

4:00 p.m.

(or immediately following the Finance Committee Meeting)

Executive Conference Room, Administration Building  
Beaufort County Government Robert Smalls Complex  
100 Ribaut Road, Beaufort

Committee Members:

Brian Flewelling, Chairman  
York Glover, Vice Chairman  
Michael Covert  
Mark Lawson  
Joseph Passiment

Staff Support:

Patrick Hill, Director  
IT Systems Management  
Vacant, Division Director  
Transportation Engineering  
Eric Larson, Division Director  
Environmental Engineering  
Robert McFee, Division Director  
Facilities and Construction Engineering

1. **CALL TO ORDER – 4:00 p.m.**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF MINUTES**
  - A. April 1, 2019 (backup)
  - B. May 6, 2019 (backup)
5. **CITIZEN COMMENTS** (*Comments regarding agenda items only*)
6. **UPDATE / 278 Corridor Committee** – *David Johnson*
7. **UPDATE / Solid Waste and Recycling** – *David M. Wilhelm, P.E. Director of Public Works*
8. **PRESENTATION / Beaufort County Unpaved Road Evaluation** - *Rob McFee, Director Facilities & Construction Engineering (backup)*
9. **CONTRACT AWARD / To Sourcewell for New 200KW Cummins Gen Set from Cummins Sales and Service** – *Dave Thomas, Purchasing Director (backup)*
10. **DISCUSSION / Lease of Bob Jones Property to Holy Trinity** - *Thomas J. Keaveny II, County Attorney (backup)*
11. **DISCUSSION / Possible purchase of Buckwalter Place Land Encroachment, BMH** - *Thomas J. Keaveny II, County Attorney*



12. **DISCUSSION / Consideration of three (3) Lease Agreements** - *Stefanie M. Nagid, Passive Parks Manager (backup)*
  - A. Chechessee Property Lease Agreement with Landmark Baptist Church
  - B. Lucky Property Lease Agreement with Gene Bardo
  - C. Olsen Property Lease Agreement with Edwin and Sue Olsen
13. **APPROVAL / RFP for Facilities Master Plan** – *Dave Thomas, Purchasing Director (backup)*
14. **CONSIDERATION OF REAPPOINTMENTS AND APPOINTMENTS**
  - A. Beaufort County Transportation Committee / (1) vacancy (*Luana Graves Sellars*)
  - B. Keep Beaufort County Beautiful Board / (3) vacancies
15. **ADJOURNMENT**

**MINUTES  
PUBLIC FACILITIES COMMITTEE**

**April 1, 2019**

Executive Conference Room, Administration Building,  
Beaufort County Government Robert Smalls Complex,  
100 Ribaut Road, Beaufort, South Carolina 29902

The electronic and print media duly notified in  
accordance with the State Freedom of Information Act.

**Attendance**

- Present: Committee Chairman Brian Flewelling, Committee Vice Chairman York Glover, Mark Lawson and Michael Covert.
- Absent: Joseph Passiment
- Ex-officio: Gerald Dawson, Chris Hervochon, Alice Howard, Stu Rodman, Paul Sommerville (Non-committee members of Council serve as *ex-officio* members and are entitled to vote.)
- Staff: Eric Greenway, Community Development Director; Thomas J. Keaveny II, County Attorney; Eric Larson, Manager Stormwater Utility; Rob McFee, Director Facilities and Construction Engineering; Dave Thomas, Purchasing Director; John Weaver, Interim County Administrator

**Call to Order**

Chairman Flewelling called the meeting to order at 3:30 p.m.

**Approval of Agenda / Approval of Minutes**

Item number ten, Whitehall Park Memorandum of Understand, was removed from the agenda.

It was moved by Mr. Covert, seconded by Mr. Glover Committee approve the agenda as amended and approve the minutes from March 4, 2019. The vote: YAYS – Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Sommerville, Mr. Lawson, Mr. McElynn and Mr. Rodman. Mr. Dawson did not vote. The motion passed.

**Citizen Comments**

No Citizen Comments

**ACTION ITEMS**

**Item:** **Budget increase for the design, build, bid of the Shanklin Road EMS Station** – Rob McFee, Director Facilities & Construction Engineering; and Alicia Holland, Assistant County Administrator, Finance

**Discussion:** Mrs. Holland spoke to the budget portion of this project stating Shanklin’s estimated cost is \$1,619,989. Station 31 is estimated to cost \$1,580,668 bringing the total project cost to \$3,200,657 vs the approved \$2.6 million in 2018.

The increase requested would come from the \$1.1 million dollars allocated to the Pinckney Reserve/ Hague Point project.

Mr. McFee stated the original \$2.6 million that council approved was an estimate hence the reason for the additional funds and requested a 5% contingency increase.

Mrs. Holland stated the contingency would bring it to around \$3.36 million.

**Motion:** It was moved by Mr. Covert, seconded by Mr. Passiment that Committee approve the budget increase request for the design, build, and bid of Shanklin Road EMS station to include the 5% contingency. The vote: YAYS – Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mr. McElynn, Mrs. Howard, Mr. Sommerville, Mr. Lawson, Mr. Passiment, Mr. Rodman and Mr. Dawson. The motion passed.

**Recommendation:** Forward recommendation for approval of contract to Council.

**Item:** **Duncan Farms access easement** – Stefanie Nagid, Passive Parks Manager

**Discussion:** Mr. Flewelling stated this request is just memorializing something that is a necessity.

Public Works is already maintaining this road and the road will continue to be maintained as a dirt road.

**Motion:** It was moved by Mr. Passiment, seconded by Mr. Glover that Committee approve the Duncan Farms Access Easement. The vote: YAYS – Mr. Flewelling, Mr. McElynn, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Sommerville, Mr. Lawson, Mr. Passiment, Mr. Rodman and Mr. Dawson. The motion passed.

**Recommendation:** Forward recommendation for granting access easement to Council as an Ordinance.

**Item:** **Pepperhall Barn Site Lease** – Stefanie Nagid, Passive Parks Manager

**Discussion:** Mrs. Nagid stated this is just a standard lease agreement that the county does with all tenants and the agreement passed through the Counties legal department with no issues.

**Motion:** It was moved by Mr. Covert, seconded by Mr. Glover that Committee approve authorization to enter into the Lease agreement for Pepperhall.

Mrs. Howard questioned how the amount of \$1 came about.

Mrs. Nagid stated it was in exchange of the occupant maintaining the 2.976 acres of land.

Mr. Glover raised concern about the lack of a security deposit.

Mr. Rodman stated the lessee is maintaining insurance on the property.

Mrs. Howard stated concern about prior illegal occupants.

**Motion:** It was moved by Mr. Covert, seconded by Mr. Glover that Committee approve authorization to enter into the Lease agreement for Pepperhall. The vote: YAYS –Mr. Flewelling, Mr. Lawson, Mr. Passiment, Mr. Rodman, Mr. Glover and Mr. McElynn. NAYS – Mrs. Howard. Mr. Dawson, Mr. Sommerville and Mr. Hervochon did not vote. The motion passed.

**Recommendation:** Forward recommendation of this lease to Council.

**Item:** Whitehall lease agreement with the City of Beaufort – Stefanie Nagid, Passive Parks Director

**Discussion:** Mrs. Nagid stated Council’s motion to purchase the park was contingent upon the City maintaining the property. The lease agreement was approved by the City of Beaufort with two minor changes.

**Motion:** It was moved by Mr. Sommerville, seconded by Mr. Glover that Committee approve the Whitehall lease agreement with the City of Beaufort. The vote: YAYS – Mr. Flewelling, Mrs. Howard, Mr. Covert, Mr. Passiment, Mr. Hervochon, Mr. Lawson, Mr. Glover, Mr. Dawson, Mr. Sommerville, Mr. McElynn, and Mr. Rodman. The motion passed.

**Recommendation:** Forward recommendation of this lease to Council.

**Item:** Water and Sewer improvements on 170 – Rob McFee, Director Facilities & Construction Engineering

**Discussion:** Mr. McFee stated this agreement allows BJWSA to take the lead on the instillation of two casings for the water and sewer improvements on 170.

**Motion:** It was moved by Mr. Covert, seconded by Mr. Passiment that Committee approve this agreement. The vote: YAYS – Mr. Flewelling, Mrs. Howard, Mr. Covert, Mr. Passiment, Mr.

Hervochon, Mr. Lawson, Mr. Glover, Mr. Dawson, Mr. Sommerville, Mr. McElynn, and Mr. Rodman. The motion passed.

**Recommendation:** No recommendation to Council needed.

### **INFORMATION ITEMS**

#### **Item: FY 2020 Public Facilities Budget**

**Discussion:** Mr. Flewelling stated this document is not read as of yet but to have it on the radar. Would like the public facilities budget to come through this committee before going to finance.

**Status:** For information only.

#### **Item: Facilities Improvement/ Upgrades / Required Repair**

**Discussion:** Mr. Flewelling stated these are items discussed at the retreat.

**Status:** For information only.

#### **Item: Executive Session**

**Motion:** It was moved by Mr. Passiment, seconded by Mr. Covert that Committee go into executive session to discuss purchase of property. The vote: YAYS - Mr. Flewelling, Mrs. Howard, Mr. Covert, Mr. Passiment, Mr. Hervochon, Mr. Lawson, Mr. Glover, Mr. Dawson, Mr. Sommerville, Mr. McElynn, and Mr. Rodman. The motion passed. The executive session began at 4:03 p.m.

**Motion:** It was moved by Mr. Passiment, seconded by Mr. Covert that Committee come out of executive session. The vote: YAYS – Mr. Flewelling, Mrs. Howard, Mr. Covert, Mr. Passiment, Mr. Hervochon, Mr. Lawson, Mr. Glover, Mr. Dawson, Mr. Sommerville and Mr. McElynn. The motion passed. The executive concluded at 4:13 p.m.

#### **Item: Matters Arising out of Executive Session**

There were no matters arising out of executive session.

#### **Item: Consideration of Appointment and Reappointments / Beaufort County Transportation Committee**

**Motion:** It was moved by Mr. Glover, seconded by Mrs. Howard that Committee recommend Jim Backer to serve as a member of the Beaufort County Transportation Committee. The vote: YAYS Mr. Covert, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. McElynn, and Mr. Passiment. Mr. Sommerville did not vote. The motion passed.

Minutes – Public Facilities Committee

April 1, 2019

Page 5 of 5

**Adjournment**

The meeting adjourned from the Federal Courthouse Building.

Ratified by Committee:

**MINUTES  
PUBLIC FACILITIES COMMITTEE**

**May 6, 2019**

Executive Conference Room, Administration Building,  
Beaufort County Government Robert Smalls Complex,  
100 Ribaut Road, Beaufort, South Carolina 29902

The electronic and print media duly notified in  
accordance with the State Freedom of Information Act.

**Attendance**

Present: Committee Chairman Brian Flewelling, Committee Vice Chairman York Glover, Joseph Passiment, Mark Lawson and Michael Covert.

Absent:

Ex-officio: Gerald Dawson, Chris Hervochon, Stu Rodman, Paul Sommerville (Non-committee members of Council serve as *ex-officio* members and are entitled to vote.)

Staff: Eric Greenway, Community Development Director; Thomas J. Keaveny II, County Attorney; Eric Larson, Manager Stormwater Utility; Rob McFee, Director Facilities and Construction Engineering; Dave Thomas, Purchasing Director; John Weaver, Interim County Administrator

**Call to Order**

Chairman Flewelling called the meeting to order at 3:59 p.m.

**Approval of Agenda**

Mr. Flewelling suggested the agenda be amended to include a purchasing request for a new mower.

**Motion to Amend:** It was moved by Mr. Passiment, seconded by Mr. McElynn that committee amend the agenda to include the addition of a request to purchase a new mower. The vote: YAYS – Mr. Flewelling, Mr. McElynn, Mr. Sommerville, Mr. Dawson, Mr. Glover, Mr. Lawrence, Mr. Rodman, Mr. Hervochon and Mr. Covert. The motion passed.

**Main Motion:** It was moved by Mr. Passiment, seconded by Mr. McElynn that committee approve the agenda as amended. The vote: YAYS – Mr. Flewelling, Mr. McElynn, Mr. Sommerville, Mr. Dawson, Mr. Glover, Mr. Lawrence, Mr. Rodman, Mr. Hervochon and Mr. Covert. The motion passed.

**Citizen Comments**

No Citizen Comments



## **ACTION ITEMS**

**Item:** **Request to purchase one new Toro Groundsmaster** – Dave Thomas, Purchasing Director

**Discussion:** Mr. Thomas stated that this is a replacement mower and is under state contract for a total of \$72,064.

Mr. Flewelling stated this is already in the 2018/2019 budget and Mr. Thomas just needs approval.

**Motion:** It was moved by Mr. Passiment, seconded by Mr. Glover that Committee approve the request to purchase one new Toro Groundsmaster mower. The vote: YAYS – Mr. Flewelling, Mr. McElynn, Mr. Sommerville, Mr. Glover, Mr. Lawrence, Mr. Rodman, Mr. Hervochon and Mr. Covert. Mr. Dawson did not vote. The motion passed.

**Recommendation:** Public Facilities approved the purchasing of a new Toro mower.

**Item:** **2006 one-cent transportation sales tax funds resolution** – Rob McFee, Director of Facilities and Construction Engineering

**Discussion:** Mr. McFee stated that the 2006 sales tax program has been completed and there are some funds remaining that need council's direction. The resolution cites four projects that would be the best places to allocate the remaining funds.

Mr. McFee asked County Council authorize the expenditure of the remaining 2006 one-cent transportation sales tax on the following projects:

1. Remaining SCDOT oversight charges 2006 Program-- \$50,000.00
2. SC 170 casings for water and sewer-- \$200,000.00
3. US 278 Frontage Road—Buckwalter to St Gregory signal (per SCDOT permit)-- \$1,400,000.00
4. US 278 Frontage Road—Forby Tract--\$600,000.00 Bluffton Parkway

Mr. Keaveny stated that this was not straying from the referendum projects that were voted on, but in fact, these projects are related to those already completed projects.

Mr. Rodman stated that he had a problem the second proposed project because at one point council had a deal at \$70,000 or \$75,000 to cover everything and he does not understand what happened to that arrangement. In addition, the coverts that were not put in may never get used because the utility may recommend a different way and he will not sign on to anything that does not have a final release with Mr. Zen.

Mr. McFee said his department has BJWSA on board to work through this with them.

Mr. Rodman said he would not vote for this without a release from Mr. Zen.

Mr. Dawson inquired about substituting one of the listed projects and adding a road in his restrict to be resurfaced.

Mr. Keaveny stated under the state statute, funds that are raised pursuant to a referendum must be used for those projects or projects related to those projects.

**Motion:** It was moved by Mr. Rodman, seconded by Mr. McElynn that Committee approve the resolution by allocating two million fifty thousand for Items 1, 3 and 4 . The vote: YAYS – Mr. Flewelling, Mr. McElynn, Mr. Sommerville, Mr. Dawson, Mr. Lawson and Mr. Rodman. NEAS – Mr. Passiment, Mr. Glover, Mr. Covert and Mr. Hervochon. The motion passed.

**Motion to Amend:** Mr. Glover made a motion to amend the first motion by adding the \$200,000 back in. No second so the motion died.

**Recommendation:** Forward recommendation for adopting resolution to council.

**Item:** Jenkins Island Right-Of-Way Acquisition – Rob McFee, Director of Facilities and Construction Engineering

**Discussion:** Mr. McFee stated there will still be three lanes in each direction and still two split signals for the super street concept. This safety project is just restricted to the bounds of Jenkins Island. Will present project to Public Facilities Committee in August.

**Status:** For information purposes only.

**Item:** Pathways Project Resolution – Rob McFee, Director of Facilities and Construction Engineering

**Discussion:** Mr. McFee the pathway list consist of district-by-district priorities in order to make sure his department was delivering projects council wanted on that list.

Mr. Dawson requested Stuart Point Road be number one and Big Estates Road as his number two.

**Motion:** It was moved by Mr. Dawson, seconded by Mr. Rodman that Committee approve the resolution substituting Stuart Point Rd. for Page Point Rd. and make Big Estate Road the second choice. The vote: YAYS – Mr. Flewelling, Mr. McElynn, Mr. Sommerville, Mr. Passiment, Mr. Dawson, Mr. Glover, Mr. Lawson, Mr. Rodman, Mr. Hervochon and Mr. Covert. The motion passed.

**Recommendation:** Forward recommendation of approval of resolution to Council.

**Item:** Buckwalter Generator Grant Project – Pamela Cobb, Disaster Recovery Coordinator

**Discussion:** Ms. Cobb stated the Buckwalter recreation center is used to shelter county employees, first responders and during hurricane Mathew housed 500 National Guard personnel. The grant has been awarded and this is a request for council to submit the funds for the match.

**Motion:** It was moved by Mr. Glover, seconded by Mr. Passiment that Committee approve funding the grant request for the Buckwalter Generator Project. The vote: YAYS Mr. Flewelling, Mr. McElynn, Mr. Sommerville, Mr. Passiment, Mr. Dawson, Mr. Glover, Mr. Lawson, Mr. Rodman, Mr. Hervochon and Mr. Covert. The motion passed.

**Recommendation:** no recommendation to Council needed.

**Item: TCL Easement** - Rob McFee, Director of Facilities and Construction Engineering

**Discussion:** Mr. McFee stated TCL is upgrading their facilities, which requires installation of gas pipelines. Since the land is owned by the County, SCE&G needs to acquire an easement from Beaufort County to install the requested gas pipeline.

**Motion:** It was moved by Mr. Glover, seconded by Mr. Passiment that Committee approve the request for giving SCE&G an easement to install the requested gas pipeline. The vote: YAYS Mr. Flewelling, Mr. McElynn, Mr. Sommerville, Mr. Passiment, Mr. Dawson, Mr. Glover, Mr. Lawson, Mr. Rodman, Mr. Hervochon and Mr. Covert. The motion passed.

**Recommendation:** forward to council for approval.

**Item: Lind Brown Center Lease** - Thomas J. Keaveny II, County Attorney

**Discussion:** Bridges Preparatory School contacted county in reference to leasing a portion of the Lind Brown Center again.

**Motion:** It was moved by Mr. Passiment, seconded by Mr. Glover that Committee approve leasing the Lind Brown Center to Bridges Preparatory School. The vote: YAYS Mr. Flewelling, Mr. McElynn, Mr. Sommerville, Mr. Passiment, Mr. Dawson, Mr. Glover, Mr. Lawson, Mr. Rodman, Mr. Hervochon and Mr. Covert. The motion passed.

**Item: Williman and Buzzard Island Management Agreement** – Stefanie Nagid, Passive Parks Manager

**Discussion:** Ms. Nagid stated the properties are co-owned by the County and DNR and upon designation as a Wildlife Management Area, DNR will provide hunting opportunities and undertake land management activities (prescribed burning and invasive exotic plant and animal control).

**Motion:** It was moved by Mr. Passiment, seconded by Mr. Glover that Committee approve the management agreement with DNR for Williman and Buzzard Island. The vote: YAYS Mr. Flewelling, Mr. McElynn, Mr. Sommerville, Mr. Passiment, Mr. Dawson, Mr. Glover, Mr. Lawson, Mr. Rodman, Mr. Hervochon and Mr. Covert. The motion passed.

**Item: BSWCD lease agreement addendum (Crystal Lake)** – Stefanie Nagid, Passive Parks Manager

**Motion:** It was moved by Mr. Passiment, seconded by Mr. Glover that Committee recommend approval of a lease agreement for the Crystal Lake Building to BSWC and Open Land Trust. The vote: YAYS Mr. Flewelling, Mr. McElynn, Mr. Sommerville, Mr. Passiment, Mr. Dawson, Mr. Glover, Mr. Lawson, Mr. Rodman, Mr. Hervochon and Mr. Covert. The motion passed.

**Item: Consideration of Appointment and Reappointments / Beaufort County Transportation Committee**

**Discussion:** 2 vacancies on this committee, one in district 10 and one in district 11.

Mr. Sommerville nominated Brian Winslow from district 2 as a sub for district 11.

**Motion:** It was moved by Mr. Sommerville seconded by Mr. Passiment that Committee recommend Brian Winslow from district 2 as a sub for district 11 to serve on the BCTC. The vote: YAYS Mr. Flewelling, Mr. McElynn, Mr. Sommerville, Mr. Passiment, Mr. Dawson, Mr. Glover, Mr. Lawson, Mr. Rodman, Mr. Hervochon and Mr. Covert. The motion passed.

**Adjournment**

The meeting adjourned adjourned at 4:54

Ratified by Committee:

## Year 1 Recommendations

Council District	ROAD NAME	Approx Length	Existing ROW	Road Score	Road Ranking	TERMINI DESCRIPTION	ENGINEERS ESTIMATE	
5	Rice Road	0.25	complete	79.96	5	Broad River Blvd to Inwood Plantation Rd.	\$ 311,638	
7	Davis Road	0.23	complete	79.44	6	Okatie Hwy to Hubbard Lane	\$ 286,707	
10	Wright Place	0.24	complete	78.90	7	Squire Pope Rd to Terminus	\$ 299,172	
3	Salicornia Drive	0.29	complete	70.27	9	Marsh Hawk Dr to Terminus	\$ 361,500	
5	Wickecliff Place	0.08	complete	67.11	13	Palomino Dr to Terminus	\$ 99,724	
3	Wards Landing Road	0.44	complete	64.52	17	Sea Island Pkwy to Worthington Rd	\$ 548,482	
1	George Williams Lane	0.62	underway	95.17	2	Wm. Campbell Ln to Kelly Rd	\$ 772,861	
	<b>Total Miles</b>	<b>2.15</b>				<b>Cost Estimate Total</b>	<b>\$ 2,680,083</b>	<b>Year 1</b>

## Year 2 Recommendations

Council District	ROAD NAME	Approx Length	Existing ROW	Road Score	Road Ranking	TERMINI DESCRIPTION	ENGINEERS ESTIMATE	
1	Twickenham Road	0.92	underway	80.36	4	Old Sheldon Church Rd to Terminus	\$ 1,168,262	
3	David Green Road	0.46	underway	68.70	11	Capers Island Rd to Terminus	\$ 584,131	
6	Harrison Island Road	0.65	none	95.73	1	Pinckney colony Rd to Terminus	\$ 825,403	
2	Eddings Point Road	0.26	none	94.43	3	Eddings Point Rd to Eddings Point Rd (Pvt)	\$ 330,161	
	<b>Total Miles</b>	<b>2.29</b>				<b>Cost Estimate Total</b>	<b>\$ 2,907,957</b>	<b>Year 2</b>

## Year 3 Recommendations

Council District	ROAD NAME	Approx Length	Existing ROW	Road Score	Road Ranking	TERMINI DESCRIPTION	ENGINEERS ESTIMATE	
1	Northview Drive	0.42	none	75.26	8	Perry Clear Dr to Northview Dr (Pvt)	\$ 543,123	
9	Prospect Road	1.22	none	69.16	10	Pappys Landing to Billie Burn Ln	\$ 1,893,172	20% premium for Daufuskie
7	Rainbow Road	0.32	none	67.88	12	Gibbet Rd to Rainbow (Pvt)	\$ 413,808	
	<b>Total Miles</b>	<b>1.96</b>				<b>Cost Estimate Total</b>	<b>\$ 2,850,103</b>	<b>Year 3</b>

## Year 4 Recommendations

Council District	ROAD NAME	Approx Length	Existing ROW	Road Score	Road Ranking	TERMINI DESCRIPTION	ENGINEERS ESTIMATE	
9	Church Road	0.63	none	66.09	14	Haig Point Rd to School Rd	\$ 995,236	20% premium for Daufuskie
9	School Road	1.58	none	65.20	15	Benjies Point Rd to Oakridge Ln	\$ 2,495,989	20% premium for Daufuskie
	<b>Total Miles</b>	<b>2.21</b>				<b>Cost Estimate Total</b>	<b>\$ 3,491,225</b>	<b>Year 4</b>

## Year 5 Recommendations

Council District	ROAD NAME	Approx Length	Existing ROW	Road Score	Road Ranking	TERMINI DESCRIPTION	ENGINEERS ESTIMATE	
3	James D Washington	0.70	complete	63.54	18	Storyteller Rd to Orange Grove Rd	\$ 937,825	
5	Leo Green Road	0.38	none	61.64	19	Broad River Blvd to Leo Green Rd (Pvt)	\$ 509,105	
2	Dolphin Watch Point	0.07	complete	60.66	20	Coosaw River Dr to Palmetto Grove Ln	\$ 93,783	
6	Graves Road	0.83	none	60.10	21	Fording Island Rd to Terminus	\$ 1,111,993	
	<b>Total Miles</b>	<b>1.98</b>				<b>Cost Estimate Total</b>	<b>\$ 2,652,705</b>	<b>Year 5</b>







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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Contract Award for one new 200KW Cummins Gen Set from Cummins Sales and Service, a Cooperative Contract Vendor from Sourcewell for the Facilities Management Department

#### Council Committee:

Public Facilities Committee

#### Meeting Date:

June 3, 2019

#### Committee Presenter (Name and Title):

Dave Thomas, Purchasing Director and Mark Roseneau, Director Facilities Management

#### Issues for Consideration:

1. Sourcewell is a major cooperative contract used by many local, state, and government organization.
2. The new Generator Set will replace the old 1988 200KW electrical/gas generator and provide backup power to the Sheriff's Office Law Enforcement Center, Emergency Management, and the 911 Dispatch Center located at 2001 Duke Street, Beaufort, SC.
3. The total cost is \$72,283.57 and includes equipment, delivery, installation, SC sales tax, three year warranty, and manuals.

#### Points to Consider:

1. All Sourcewells contracts are publicly bid and provide a considerable price discount that is fair and reasonable.
2. The old Gen Set has reached it's maintenance life cycle and needs replacing.

#### Funding & Liability Factors:

Account# 10001310-51130, Repairs to Buildings, Balance \$469,482.

#### Council Options:

The committee may approve or disapprove the contract award.

#### Recommendation:

Staff recommends that the Public Facilities Committee approves the contract award of \$73,283.57 to Cummins Sales and Service, Inc., for one new 200KW Cummins Generator Set.





COUNTY COUNCIL OF BEAUFORT COUNTY  
**PURCHASING DEPARTMENT**

106 Industrial Village Road, Bldg 2, Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: Request to Purchase one new 200KW from Cummins Sales and Service, Inc., a Cooperative Contract from Sourcewell for the Facilities Management Department

DATE: June 3, 2019

**BACKGROUND:** The Purchasing Department received a request from the Director of Facilities Management to purchase one new 200KW to provide backup power for the Beaufort County Law Enforcement Center. The purchase is from Cummins Sales and Service, Inc., out of Savannah, Georgia, a Sourcewell, cooperative contract vendor. This request will replace a 1988 200KW electrical generator/engine that needs replacing. The generator is located at 2001 Duke Street, Beaufort, SC and provides emergency power to the Sheriff's Office Headquarters, Emergency Management, and the 911 Dispatch Center.

Total cost of \$72,283.57 includes equipment, delivery, installation, warranty, all discounts, SC sales tax, and manuals (see the attached price quote).

**VENDOR INFORMATION:**

**COST**

Cummins Sales and Service, Inc., Savannah, GA

\$73,283.57

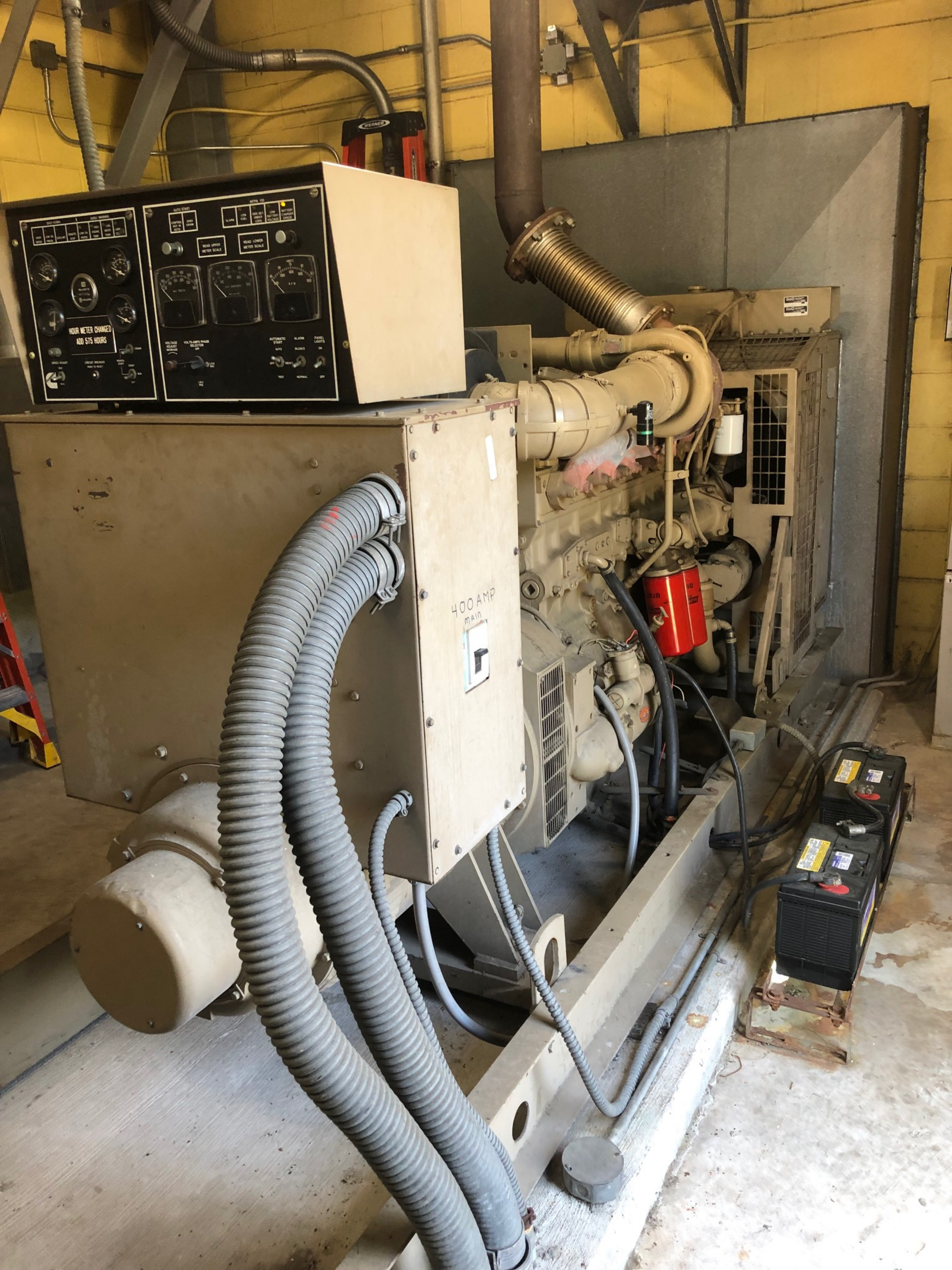
**FUNDING:** Account # 10001310-51130, Repairs to Buildings, Balance \$469,482.73

**FOR ACTION:** Public Facilities Committee meeting on June 3, 2019.

**RECOMMENDATION:** The Purchasing Department recommends that the Public Facilities Committee approve the contract award of \$73,283.57 to purchase one 200KW Generator Set from Cummins Sales and Service, Inc., as outlined above in support of the departments mentioned above.

Attachment: Contract Pricing Information

cc: County Administrator, Ashley Jacobs  
Alicia Holland, Assistant County Administrator, Finance  
Robert McFee, Division Director for Construction, Engineering & Facilities  
Mark Roseneau, Director Facilities Management



**CONTROL PANEL**

**STATUS MONITOR**

LOW OIL	LOW WATER	LOW FUEL	LOW AIR	LOW TEMP	LOW PRESS	LOW VOLT	LOW FREQ	LOW RPM	LOW LOAD
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**AUTO START**

CONTROL ON OFF

OVER SPEED

**READ UPPER METER SCALE**

**READ LOWER METER SCALE**

**STATUS TO**

ALARM	LOW OIL	LOW WATER	LOW FUEL	LOW AIR	LOW TEMP	LOW PRESS	LOW VOLT	LOW FREQ	LOW RPM	LOW LOAD	BATTERY CHARGING	OVER VOLT
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**HOUR METER CHANGED ADD 575 HOURS**

VOLTAGE SELECT INCREASE

VOLTAGE PHASE SELECTOR

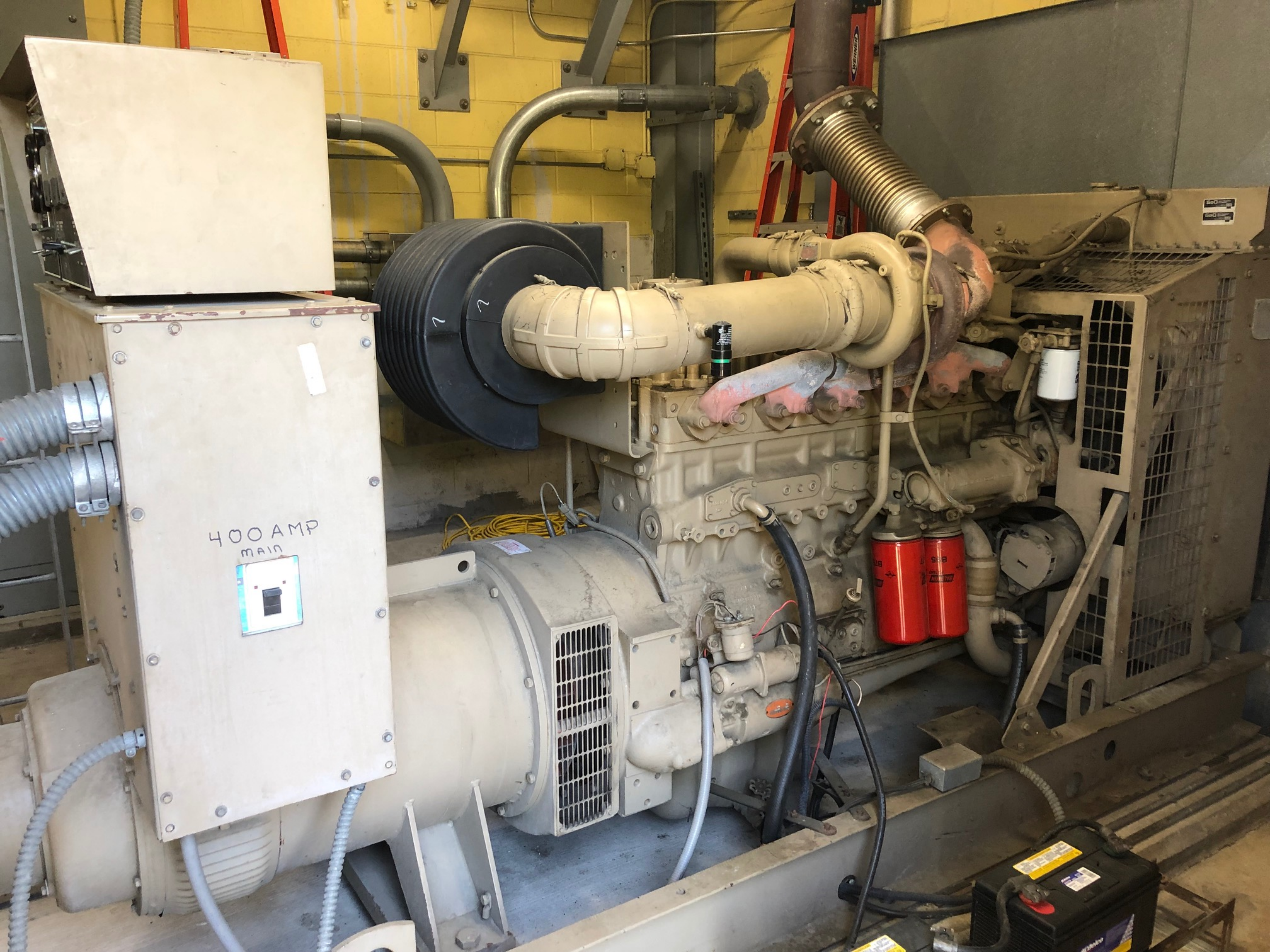
AUTOMATIC START

ALARM

PANEL LIGHTS

TEST NORMAL OFF

400 AMP  
MAIN



400 AMP  
MAIN



Our energy working for you.™



## Quotation

Cummins Inc. DBA Cummins Sales and Service  
Cummins Power South  
5534 Augusta Road  
Savannah GA 31408 United States  
Direct: 912-210-3383  
April 29, 2019

Project Name: Beaufort Co Sheriff Dept

Quotation: 166700000934984

Thank you for your inquiry. We are pleased to quote as follows:

		USD
Item	Description	Qty
	<b>Genset-Diesel, 60Hz,200kW</b>	
Install-US-Stat	U.S. EPA, Stationary Emergency Application	1
C200 D6D	Genset-Diesel, 60Hz,200kW	1
A331-2	Duty Rating-Standby Power	1
L090-2	Listing-UL 2200	1
L193-2	NFPA 110 Type 10 Level 1 Capable	1
L224-2	IBC Seismic Certification	1
L169-2	Emissions Certification, EPA, Tier 3, NSPS CI Stationary Emergency	1
R002-2	Voltage-277/480,3 Phase,Wye,4 Wire	1
B943-2	Alternator-60Hz,12L,480/277V,120C,40C amb	1
H703-2	Generator Set Control-PowerCommand 2.3	1
B184-2	Exciter/Regulator-Pmg, 3 Phase Sensor	1
A366-2	Engine Governor-Electronic, Isochronous Only	1
H536-2	Display Language-English	1
H012-2	Gauge-Oil Pressure	1
K796-2	Stop Switch-Emergency	1
KS53-2	Signals - Auxiliary, 8 Inputs/8 Outputs	1
H609-2	Control Mounting-Left Facing	1
A292-2	Heater-Alternator, 120 Volt AC	1
KV03-2	Load Connection-Single	1
KB72-2	CB or EB or TB-Bottom Entry, Right	1
KX51-2	CB,Loc A,125A-400A,3P,LSI,600VAC,80%,UL	1
C127-2	Separator-Fuel/Water	1
F179-2	Skidbase-Housing Ready	1
A422-2	Engine Starter - 12 VDC Motor	1
A333-2	Battery Charging Alternator-Normal Output	1

E125-2	Engine Cooling-High Ambient Air Temperature	1
H389-2	Shutdown-Low Coolant Level	1
E089-2	Extension-Engine Coolant Drain	1
F013-2	Duct Adaptor-Radiator Outlet	1
H669-2	Engine Coolant-50% Antifreeze, 50% Water Mixture	1
E153-2	Coolant Heater, Cold Ambient	1
D041-2	Engine Air Cleaner-Normal Duty	1
A379-2	Exhaust Muffler-Mounted	1
H706-2	Engine Oil	1
L189-2	ST 5YR 2500HR Parts + Labor + Travel	1
L050-2	Literature-English	1
A322-2	Packing-Skid, Poly Bag	1
F065-2	Rack-Battery	1
H268-2	Extension-Oil Drain	1
CP01-2	Common Parts Listing	1
SPEC-A	Product Revision - A	1
A054X752	Battery Heater Kit	1

**Commercial Accessories**

0300-5929-02	Annunciator-Panel Mounted With Enclosure (RS485)	1
Delivery Option 3	Factory Direct Shipment to Customer	1
Misc	Items	1
For Equipment	O&M Manuals	3
Testing	On site Bldg Load test	1
Training	On site Factory Training	1
On site	Start up, 4 hr resistive load bank - per spec	1
Day Tank	25 gal, Open top secondary containment	1
Bldg Load Test	Per spec - 2 hours	1
Crane	Boom out old - boom in new	1

M3-22-1210-E	Sens Charger - 300 microgenius	1
Install	turnkey	1
Preventive maint Plan	3 year - one trip each	1
Attic Stock	2 - each - oil/Fuel/Air	1
	<b>Commercial Accessories</b>	
A049W413	Vibration Isolator Restraint, Seismic-3040lbs, 0.78" Deflection, 3900lbs/in Spring Rate	6

**\$67,554.57**

**Tax**

**\$4728.81**

Grand Total **\$72,283.38**

Note

No fuel or tax included  
 Remove and install of existing genset with new Genset  
 Remove and replace Day tank with new  
 No special Tools required or supplied  
 Warrantee is for 5 years or 2500 hours (which ever first)  
 Rental Genset not included  
 Work to be done during normal business hours  
 3 year service agreement is full Service for 3 years

(check appropriate action):

RELEASE \_\_\_\_\_ Hold for Approval \_\_\_\_\_

Cummins Inc. Standard Terms and Conditions of Sales are attached and a part of this quotation.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

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Customer Name (printed)

---

Company Name

## Additional Notations

### TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. In the event of any inconsistency between this Agreement and any purchase order or document produced or delivered by Customer, the terms and conditions of this Agreement shall take precedence.

**SCOPE.** Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. Any Quote is valid for 60 days. The price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

**SHIPPING; DELIVERY; DELAYS.** Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

**PAYMENT TERMS; CREDIT; RETAINAGE.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

**TAXES; EXEMPTIONS.** Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

**TITLE; RISK OF LOSS.** Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

**INSPECTION AND ACCEPTANCE.** Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

**LIEN; SECURITY AGREEMENT.** Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

**CANCELLATION; CHARGES.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

**MANUALS.** Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

**TRAINING; START UP SERVICES; INSTALLATION.** Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

**MANUFACTURER'S WARRANTY.** Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

**WARRANTY PROCEDURE.** Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

**LIMITATIONS ON WARRANTIES**

**THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that



are not part of the generating set.

**INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

#### LIMITATION OF LIABILITY

**NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

**DEFAULT; REMEDIES.** Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

**CUSTOMER REPRESENTATIONS; RELIANCE.** Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

**CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and

at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

**GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

**INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

**ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

**INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

**MISCELLANEOUS.** Cummins shall be an independent contractor under this Agreement.

All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement.

No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach.

Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern.

Cummins may incur additional charges which will be passed on to the Customer, as applicable.

**COMPLIANCE.** Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

DELIVERY TIMES are estimates Current estimated delivery for the equipment here in is \_\_\_\_\_ .

The offer is limited to specific sections of the specification and or drawings as listed here:

NFPA-30, 2013. The purchaser, installer and owner should contact the local AHJ in regard to meeting all local requirements for field testing, before ordering diesel fuel storage equipment. Be advised, that Cummins is acting only as a supplier (Vendor) in the transaction represented by this Quotation, and does NOT make any allowances for coordinating the execution of field testing or, make allowances for payment of the same in the price as Quoted. By acceptance of this Quotation, the Purchaser hereby acknowledges this Exclusion.

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**Submitted by**

---

**John Carper , Territory Manager**  
**john.carper@cummins.com**  
**Mobile: 912-210-3383**



# Diesel generator set

QSB7 series engine  
125-200 kW @ 60 Hz  
EPA Tier 3 emissions



## Description

Cummins® generator sets are fully integrated power generation systems providing optimum performance, reliability and versatility for stationary Standby applications.

## Features

**Heavy duty engine** - Rugged 4-cycle industrial diesel delivers reliable power and fast response to load changes.

**Alternator** - Several alternator sizes offer selectable motor starting capability with low reactance 2/3 pitch windings, low waveform distortion with non-linear loads and fault clearing short-circuit capability.

**Control system** - The PowerCommand® 1.1 electronic control is standard equipment and provides total generator set system integration including automatic remote starting/stopping, precise frequency and voltage regulation, alarm and status message display, output metering, auto-shutdown at fault detection and NFPA 110 Level 1 compliance.

**Cooling system** - Standard cooling package provides reliable running at up to 50 °C (122 °F) ambient temperature.

**Enclosures** - The aesthetically appealing enclosure incorporates special designs that deliver one of the quietest generators of its kind. Aluminium material plus durable powder coat paint provides the best anti-corrosion performance. The generator set enclosure has been evaluated to withstand 180 MPH wind loads in accordance with ASCE7 -10. The design has hinged doors to provide easy access for service and maintenance.

**Fuel tanks** - Dual wall sub-base fuel tanks are offered as optional features, providing economical and flexible solutions to meet extensive code requirements on diesel fuel tanks.

**NFPA** - The generator set accepts full rated load in a single step in accordance with NFPA 110 for Level 1 systems.

**Warranty and service** - Backed by a comprehensive warranty and worldwide distributor network.

Model	Standby 60 Hz		Prime 60 Hz		Data sheets
	kW	kVA	kW	kVA	
C125D6D	125	156	113	141	NAD-6371-EN
C150D6D	150	188	135	169	NAD-6372-EN
C175D6D	175	219	158	197	NAD-6373-EN
C200D6D	200	250	180	225	NAD-6374-EN

## Generator set specifications

Governor regulation class	ISO8528 Part 1 Class G3
Voltage regulation, no load to full load	± 1.0%
Random voltage variation	± 1.0%
Frequency regulation	Isochronous
Random frequency variation	± 0.50%
Radio frequency emissions compliance	FCC code title 47 part 15 class A and B

## Engine specifications

Design	Turbocharged and charge air cooled
Bore	107 mm (4.21 in.)
Stroke	124 mm (4.88 in.)
Displacement	6.7 L (408 in <sup>3</sup> )
Cylinder block	Cast iron, in-line 6 cylinder
Battery capacity	2 x 850 amps per battery at ambient temperature of 0 °C (32 °F)
Battery charging alternator	100 amps
Starting voltage	2 x 12 volt in parallel, negative ground
Lube oil filter type(s)	Spin-on with relief valve
Standard cooling system	High ambient radiator
Rated speed	1800 rpm

## Alternator specifications

Design	Brushless, 4 pole, drip proof, revolving field
Stator	2/3 pitch
Rotor	Direct coupled, flexible disc
Insulation system	Class H per NEMA MG1-1.65
Standard temperature rise	120 °C (248 °F) Standby
Exciter type	Torque match (shunt) with PMG as option
Alternator cooling	Direct drive centrifugal blower
AC waveform Total Harmonic Distortion (THDV)	< 5% no load to full linear load, < 3% for any single harmonic
Telephone Influence Factor (TIF)	< 50 per NEMA MG1-22.43
Telephone Harmonic Factor (THF)	< 3%

## Available voltages

1-phase		3-phase			
• 120/240	• 120/208	• 120/240	• 277/480	• 347/600	• 127/220

## Generator set options

### Fuel system

- Basic fuel tanks
- Regional fuel tanks

### Engine

- Engine air cleaner – normal or heavy duty
- Shut down – low oil pressure
- Extension – oil drain
- Engine oil heater

### Alternator

- 120 °C temperature rise alternator
- 105 °C temperature rise alternator
- PMG excitation
- Alternator heater, 120 V
- Reconnectable full 1 phase output alternator upto 175 kW

### Control

- AC output analog meters
- Stop switch – emergency
- Auxiliary output relays (2)
- Auxiliary configurable signal inputs (8) and relay outputs (8)

### Electrical

- One, two or three circuit breaker configurations
- 80% rated circuit breakers
- 80% or 100% rated LSI circuit breakers
- Battery charger

### Enclosure

- Aluminium enclosure Sound Level 1 or Level 2, green color
- Aluminium weather protective enclosure with muffler installed, green color

### Cooling system

- Shutdown – low coolant level
- Warning – low coolant level
- Extension – coolant drain
- Coolant heater options:
  - <4 °C (40 °F) – cold weather
  - <-18 °C (0 °F) – extreme cold

### Exhaust system

- Exhaust connector NPT
- Exhaust muffler mounted

### Generator set application

- Base barrier – elevated genset
- Radiator outlet duct adapter

### Warranty

- Base warranty – 2 year/1000 hours, Standby
- Base warranty – 1 year/unlimited hours, Prime
- 3 & 5 year Standby warranty options

## Generator set accessories

- Coolant heater
- Battery heater kit
- Engine oil heater
- Remote control displays
- Auxiliary output relays (2)
- Auxiliary configurable signal inputs (8) and relay outputs (8)
- Annunciator – RS485
- Audible alarm
- Remote monitoring device – PowerCommand 500/550
- Battery charger – stand-alone, 12 V
- Circuit breakers
- Enclosure Sound Level 1 to Sound Level 2 upgrade kit
- Base barrier – elevated generator set
- Mufflers – industrial, residential or critical
- Alternator PMG excitation
- Alternator heater
- Improved PC1.1 display readability
- Top conduit entry access

## Control system PowerCommand 1.1



**PowerCommand control** is an integrated generator set control system providing voltage regulation, engine protection, operator interface and isochronous governing (optional). Major features include:

- Battery monitoring and testing features and smart starting control system.
- Standard PCCNet interface to devices such as remote annunciator for NFPA 110 applications.
- Control boards potted for environmental protection.
- Control suitable for operation in ambient temperatures from -40 °C to +70 °C (-40 °F to +158 °F) and altitudes to 5000 meters (13,000 feet).
- Prototype tested; UL, CSA, and CE compliant.
- InPower™ PC-based service tool available for detailed diagnostics.

### Operator/display panel

- Manual off switch
- Alpha-numeric display with pushbutton access for viewing engine and alternator data and providing setup, controls and adjustments (English or international symbols)
- LED lamps indicating generator set running, not in auto, common warning, common shutdown, manual run mode and remote start
- Suitable for operation in ambient temperatures from -40 °C to +70 °C
- Bargraph display (optional)

### AC protection

- Over current warning and shutdown
- Over and under voltage shutdown
- Over and under frequency shutdown
- Over excitation (loss of sensing) fault
- Field overload

### Engine protection

- Overspeed shutdown
- Low oil pressure warning and shutdown
- High coolant temperature warning and shutdown

- Low coolant level warning or shutdown
- Low coolant temperature warning
- High, low and weak battery voltage warning
- Fail to start (overcrank) shutdown
- Fail to crank shutdown
- Redundant start disconnect
- Cranking lockout
- Sensor failure indication
- Low fuel level warning or shutdown

### Alternator data

- Line-to-Line and Line-to-neutral AC volts
- 3-phase AC current

### Engine data

- Frequency
- Total kVa
- DC voltage
- Lube oil pressure
- Coolant temperature
- Engine speed

### Other data

- Generator set model data
- Start attempts, starts, running hours
- Fault history
- RS485 Modbus® interface
- Data logging and fault simulation (requires InPower service tool)

### Digital governing (optional)

- Integrated digital electronic isochronous governor
- Temperature dynamic governing

### Digital voltage regulation

- Integrated digital electronic voltage regulator
- 2-phase Line-to-Line sensing
- Configurable torque matching

### Control functions

- Time delay start and cooldown
- Cycle cranking
- PCCNet interface
- (2) Configurable inputs
- (2) Configurable outputs
- Remote emergency stop
- Automatic Transfer Switch (ATS) control
- Generator set exercise, field adjustable

Upgraded Control - see other sheet

## Options

- Auxiliary output relays (2)
- Remote annunciator with (3) configurable inputs and (4) configurable outputs
- PMG alternator excitation
- PowerCommand 500/550 for remote monitoring and alarm notification (accessory)
- Auxiliary, configurable signal inputs (8) and configurable relay outputs (8)

- AC output analog meters (bargraph)
  - Color-coded graphical display of:
    - 3-phase AC voltage
    - 3-phase current
    - Frequency
    - kVa
- Remote operator panel
- PowerCommand 2.3 control with AmpSentry protection

## Ratings definitions

### Emergency Standby Power (ESP):

Applicable for supplying power to varying electrical load for the duration of power interruption of a reliable utility source. Emergency Standby Power (ESP) is in accordance with ISO 8528. Fuel Stop power in accordance with ISO 3046, AS 2789, DIN 6271 and BS 5514.

### Limited-Time Running Power (LTP):

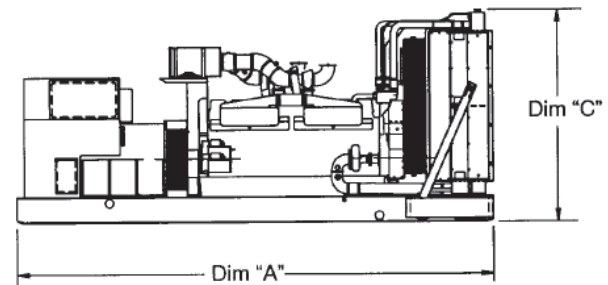
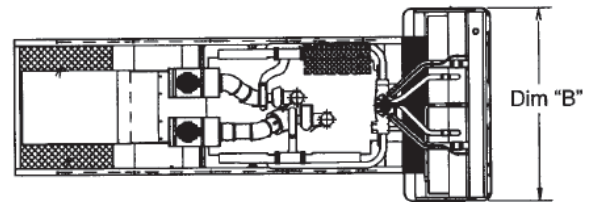
Applicable for supplying power to a constant electrical load for limited hours. Limited Time Running Power (LTP) is in accordance with ISO 8528.

### Prime Power (PRP):

Applicable for supplying power to varying electrical load for unlimited hours. Prime Power (PRP) is in accordance with ISO 8528. Ten percent overload capability is available in accordance with ISO 3046, AS 2789, DIN 6271 and BS 5514.

### Base Load (Continuous) Power (COP):

Applicable for supplying power continuously to a constant electrical load for unlimited hours. Continuous Power (COP) in accordance with ISO 8528, ISO 3046, AS 2789, DIN 6271 and BS 5514.



This outline drawing is for reference only. See respective model data sheet for specific model outline drawing number.

**Do not use for installation design**





Model	Dim "A" mm (in.)	Dim "B" mm (in.)	Dim "C" mm (in.)	Set weight* wet kg (lbs.)
<b>Open set</b>				
C125D6D	2867 (113)	1016 (40)	1415 (56)	1470 (3240)
C150D6D	2867 (113)	1016 (40)	1415 (56)	1470 (3240)
C175D6D	2867 (113)	1016 (40)	1415 (56)	1470 (3240)
C200D6D	2867 (113)	1016 (40)	1415 (56)	1470 (3240)
<b>Weather protective enclosure</b>				
C125D6D	2867 (113)	1016 (40)	1836 (72)	1600 (3527)
C150D6D	2867 (113)	1016 (40)	1836 (72)	1600 (3527)
C175D6D	2867 (113)	1016 (40)	1836 (72)	1600 (3527)
C200D6D	2867 (113)	1016 (40)	1836 (72)	1600 (3527)
<b>Sound attenuated enclosure Level 1</b>				
C125D6D	3621 (143)	1016 (40)	1836 (72)	1649 (3635)
C150D6D	3621 (143)	1016 (40)	1836 (72)	1649 (3635)
C175D6D	3621 (143)	1016 (40)	1836 (72)	1649 (3635)
C200D6D	3621 (143)	1016 (40)	1836 (72)	1649 (3635)
<b>Sound attenuated enclosure Level 2</b>				
C125D6D	4061 (160)	1016 (40)	1836 (72)	1665 (3671)
C150D6D	4061 (160)	1016 (40)	1836 (72)	1665 (3671)
C175D6D	4061 (160)	1016 (40)	1836 (72)	1665 (3671)
C200D6D	4061 (160)	1016 (40)	1836 (72)	1665 (3671)

\* Weights above are average. Actual weight varies with product configuration.



## Codes and standards

Codes or standards compliance may not be available with all model configurations – consult factory for availability.

	<p>This generator set is designed in facilities certified to ISO 9001 and manufactured in facilities certified to ISO 9001 or ISO 9002.</p>		<p>The generator set is available Listed to UL 2200, Stationary Engine Generator Assemblies.</p>
	<p>The Prototype Test Support (PTS) program verifies the performance integrity of the generator set design. Cummins products bearing the PTS symbol meet the prototype test requirements of NFPA 110 for Level 1 systems.</p>	<p><b>U.S. EPA</b></p>	<p>Engine certified to U.S. EPA SI Stationary Emission Regulation 40 CFR, Part 60.</p>
	<p>All low voltage models are CSA certified to product class 4215-01.</p>	<p><b>International Building Code</b></p>	<p>The generator set is certified to International Building Code (IBC) 2012.</p>

**Warning:** Back feed to a utility system can cause electrocution and/or property damage. Do not connect to any building's electrical system except through an approved device or after building main switch is open.

For more information contact your local Cummins distributor or visit [power.cummins.com](http://power.cummins.com)

*Our energy working for you.™*

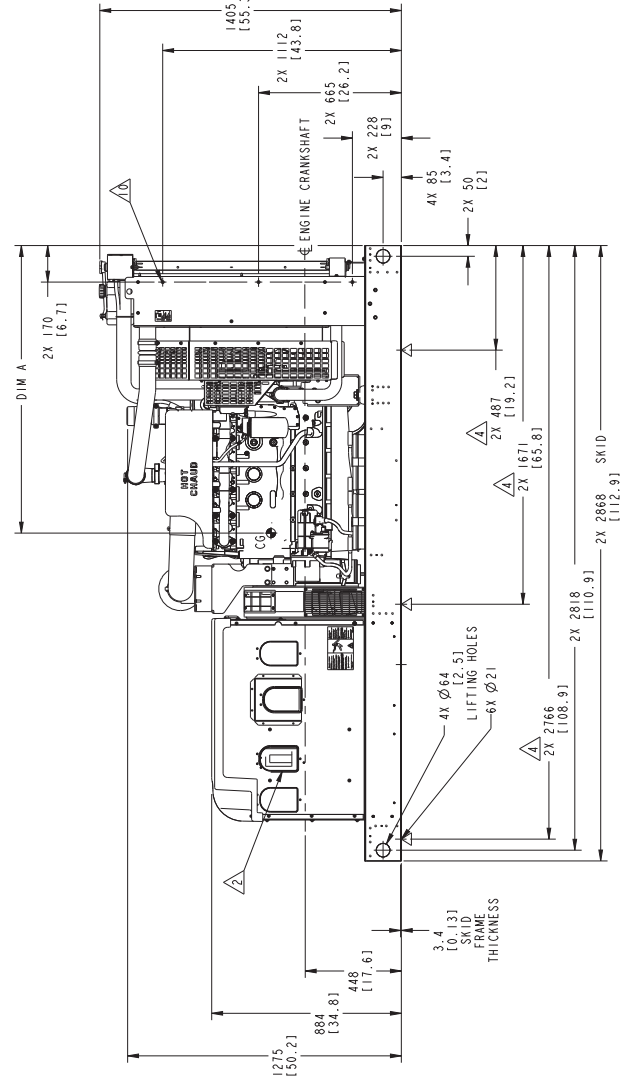
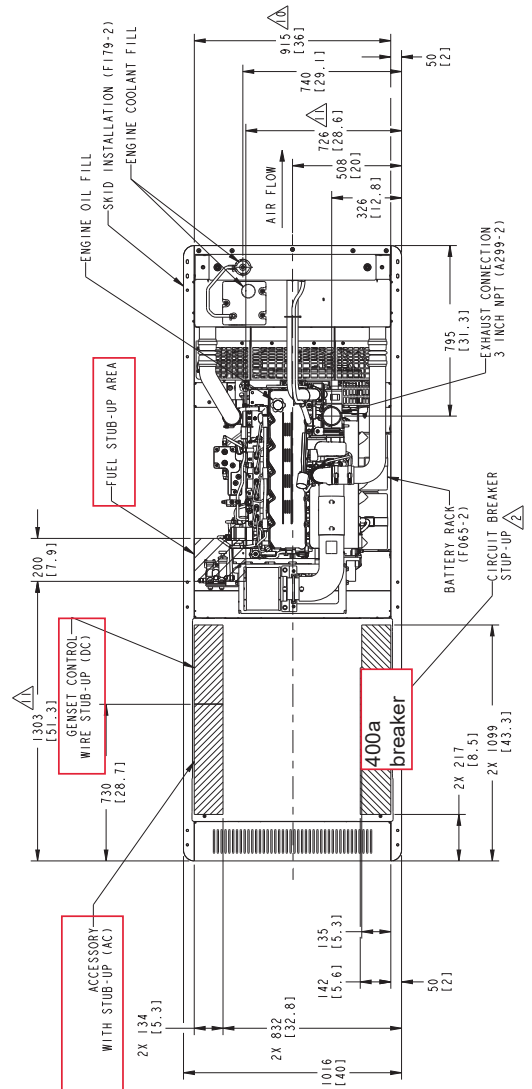


REV. NO.	REV. BY	REVISION	DATE
ECO-176532	X. T.	PRODUCTION RELEASE	

REV. NO.	REV. BY	REVISION	DATE

NOTES:

- ALL DIMENSIONS ARE REFERENCE, UNLESS SPECIFICALLY TOLERANCED.
- REFER TO CIRCUIT BREAKER OUTLINE DRAWING FOR ELECTRICAL STUB-UP AREA FOR SPECIFIC BREAKERS.
- CONTROL INTERFACE CONNECTIONS SHOULD BE MADE WITH FLEXIBLE CONNECTIONS.
- Ø51 (2.0) HOLES MARKED BY  $\nabla$  FOR CURVING TO MOUNTING SURFACE. HOLES IN GENERATOR SET BASE AT THESE LOCATIONS ARE INTENDED FOR ATTACHMENT TO THE MOUNTING SURFACE. IF GENERATOR SET IS MOUNTED ON A FUEL TANK, REFER TO FUEL TANK OUTLINE DRAWING FOR LOCATION OF TANK ATTACHMENT POINTS.
- REFER TO GENSET OR FUEL TANK FOUNDATION OUTLINES FOR ELECTRICAL, FUEL AND OTHER FOUNDATION SPECIFICS.
- GENSET SUPPLIED WITH FLEXIBLE FUEL LINES THAT CAN BE CONNECTED TO ENGINE INTERFACE POINTS.
  - FUEL SUPPLY LINE: 670 (26.1) LONG WITH 1/4 INCH NPT MALE TERMINATION.
  - FUEL RETURN LINE: 930 (37.1) LONG WITH 1/4 INCH NPT MALE TERMINATION.
- OIL DRAIN EXTENSION: 5/8 INCH HOSE 1.0.
- FOR IBC-SEISMIC CERTIFIED INSTALLATIONS, SEE GENSET IBC SEISMIC INSTALLATION REQUIREMENTS DRAWING.
- DRY WEIGHT = NET WEIGHT - 38.5 KG (85 LB).
- Ø3.3 HOLES FOR CUSTOMER-SUPPLIED COOLING EXHAUST AIR DUCT ADAPTER.
- FUEL SUPPLY AND RETURN STUB-UP AREA.

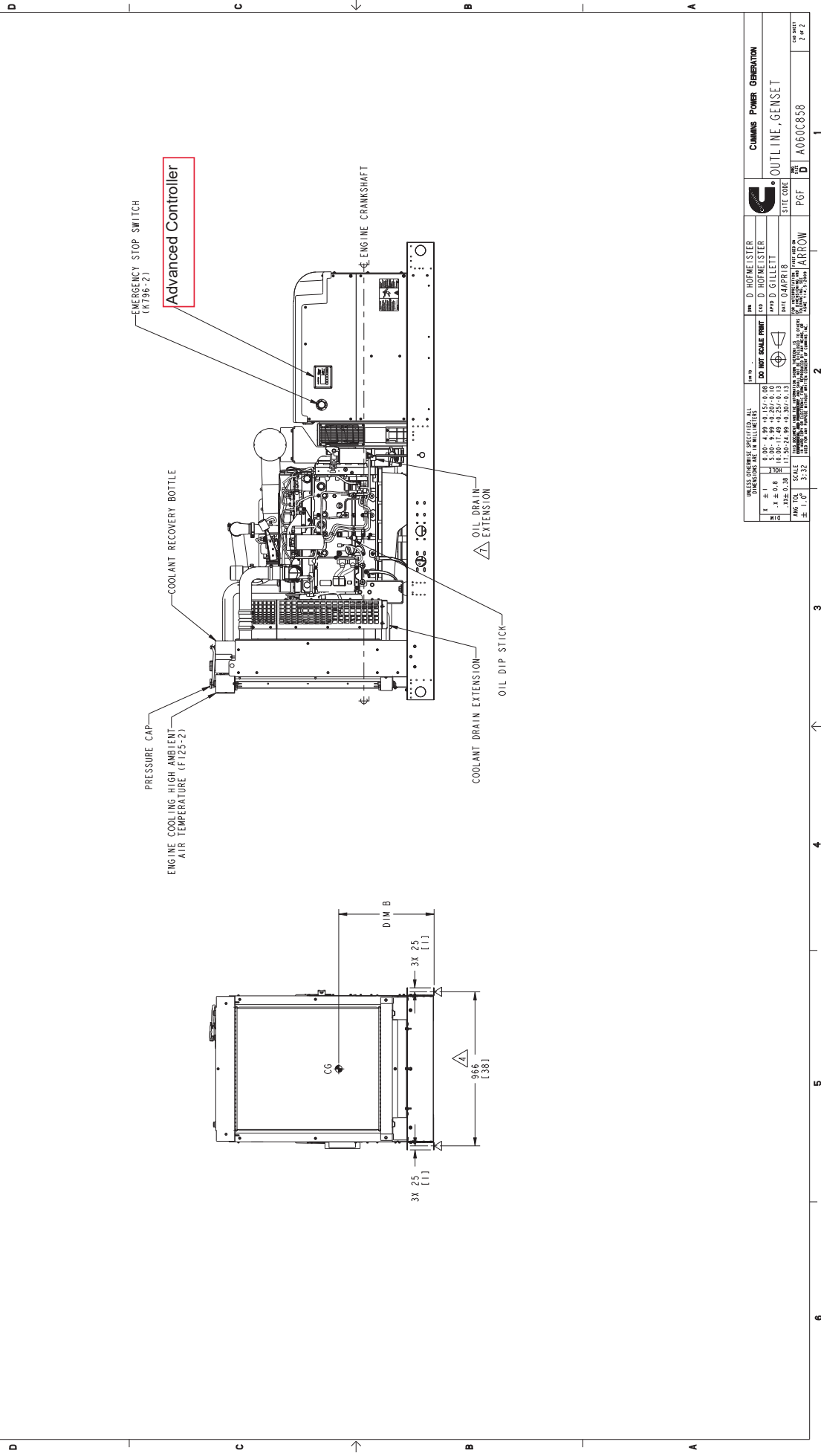


ALT DATA SHEET #	DIM A	DIM B	GENSET NET WEIGHT	
			KG	LB
ADS-208	1414	504	1340	2955
ADS-209	1443	502	1390	3064
ADS-210	1470	500	1442	3179
ADS-211	1483	499	1480	3262
ADS-212	1526	495	1583	3491
ADS-213	1526	495	1583	3491

C125D6D, C150D6D, C175D6D, C200D6D

UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN MILLIMETERS	REV. D	NOT MEISTER	DATE	1/1/20
1:1	ECO	NOT SCALE PRINT	ECO	NOT SCALE PRINT
±0.00-0.05	±0.00-0.05	±0.00-0.05	±0.00-0.05	±0.00-0.05
±0.05-0.10	±0.05-0.10	±0.05-0.10	±0.05-0.10	±0.05-0.10
±0.10-0.15	±0.10-0.15	±0.10-0.15	±0.10-0.15	±0.10-0.15
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±15.00-30.00	±15.00-30.00	±15.00-30.00	±15.00-30.00	±15.00-30.00
±30.00-60.00	±30.00-60.00	±30.00-60.00	±30.00-60.00	±30.00-60.00
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±8444249301319680.00-16888498602639360.00	±8444249301319680.00-16888498602639360.00	±8444249301319680.00-16888498602639360.00	±8444249301319680.00-16888498602639360.00	±8444249301319680.00-16888498602639360.00
±16888498602639360.00-33776997205278720.00	±16888498602639360.00-33776997205278720.00	±16888498602639360.00-33776997205278720.00	±16888498602639360.00-33776997205278720.00	±16888498602639360.00-33776997205278720.00
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REV. NO.	REV. TO	DESCRIPTION	DATE	BY	CHK.
ECO-176532	X.1	PRODUCTION RELEASE		DAVID GILLETI	DAVID GILLETI



UNLESS SPECIFIED OTHERWISE, ALL DIMENSIONS ARE IN MILLIMETERS		DESIGNER: D. HOFFMEISTER	CUMMINS POWER GENERATION
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**Part A060C858 A**

Description	Legacy Name	External Regulations	Application Status	Release Phase Code	Security Classification	Alternates
OUTLINE, GENSET	A060C858	No External Regulations Apply	Production Only	Production	Confidential	

**Part Specifications :A060C858 A**

Name	Description	Legacy Name
A030B356	SPECIFICATION, MATERIAL	CES10903
A060C859	DRAWING, ENGINEERING	A060C859



# PowerCommand<sup>®</sup> 2.3 control system



## Control system description

The PowerCommand control system is a microprocessor-based generator set monitoring, metering and control system designed to meet the demands of today's engine driven generator sets. The integration of all control functions into a single control system provides enhanced reliability and performance, compared to conventional generator set control systems. These control systems have been designed and tested to meet the harsh environment in which gensets are typically applied.

## Features

- 320 x 240 pixels graphic LED backlight LCD.
- Multiple language support.
- AmpSentry™ protective relay - true alternator overcurrent protection.
- Real time clock for fault and event time stamping.
- Exerciser clock and time of day start/stop.
- Digital voltage regulation. Three phase full wave FET type regulator compatible with either shunt or PMG systems.
- Generator set monitoring and protection.
- 12 and 24 VDC battery operation.
- Modbus® interface for interconnecting to customer equipment.
- Warranty and service. Backed by a comprehensive warranty and worldwide distributor service network.
- Certifications - suitable for use on generator sets that are designed, manufactured, tested and certified to relevant UL, NFPA, ISO, IEC, Mil Std., CE and CSA standards.

# PowerCommand digital genset control PCC 2300



## Description

The PowerCommand generator set control is suitable for use on a wide range of generator sets in non-parallel applications. The PowerCommand control is compatible with shunt or PMG excitation style. It is suitable for use with reconnectable or non-reconnectable generators, and it can be configured for any frequency, voltage and power connection from 120-600 VAC Line-to-Line.

Power for this control system is derived from the generator set starting batteries. The control functions over a voltage range from 8 VDC to 30 VDC.

## Features

- 12 and 24 VDC battery operation.
- Digital voltage regulation - Three phase full wave FET type regulator compatible with either shunt or PMG systems. Sensing is three phase.
- Full authority engine communications (where applicable) - Provides communication and control with the Engine Control Module (ECM).
- AmpSentry protection - for true alternator overcurrent protection.
- Common harnessing - with higher feature Cummins controls. Allows for easy field upgrades.
- Generator set monitoring - Monitors status of all critical engine and alternator functions.
- Digital genset metering (AC and DC).
- Genset battery monitoring system to sense and warn against a weak battery condition.
- Configurable for single or three phase AC metering.
- Engine starting - Includes relay drivers for starter, Fuel Shut Off (FSO), glow plug/spark ignition power and switch B+ applications.
- Generator set protection - Protects engine and alternator.
- Real time clock for fault and event time stamping.
- Exerciser clock and time of day start/stop.
- Advanced serviceability - using InPower™, a PC-based software service tool.

- Environmental protection - The control system is designed for reliable operation in harsh environments. The main control board is a fully encapsulated module that is protected from the elements.
- Modbus interface for interconnecting to customer equipment.
- Configurable inputs and outputs - Four discrete inputs and four dry contact relay outputs.
- Warranty and service - Backed by a comprehensive warranty and worldwide distributor service network.
- Certifications - Suitable for use on generator sets that are designed, manufactured, tested and certified to relevant UL, NFPA, ISO, IEC, Mil Std., CE and CSA standards.

## Base control functions

### HMI capability

Operator adjustments - The HMI includes provisions for many set up and adjustment functions.

Generator set hardware data - Access to the control and software part number, generator set rating in kVA and generator set model number is provided from the HMI or InPower.

Data logs - Includes engine run time, controller on time, number of start attempts, total kWh, and load profile (control logs data indicating the operating hours at percent of rated kW load, in 5% increments. The data is presented on the operation panel based on total operating hours on the generator.)

Fault history - Provides a record of the most recent fault conditions with control date and time stamp. Up to 32 events are stored in the control non-volatile memory.

### Alternator data

- Voltage (single or three phase Line-to-Line and Line-to-Neutral)
- Current (single or three phase)
- kW, kVar, power factor, kVA (three phase and total)
- Frequency

### Engine data

- Starting battery voltage
- Engine speed
- Engine temperature
- Engine oil pressure
- Engine oil temperature
- Intake manifold temperature
- Comprehensive Full Authority Engine (FAE) data (where applicable)

Service adjustments - The HMI includes provisions for adjustment and calibration of generator set control functions. Adjustments are protected by a password. Functions include:

### Service adjustments (continued)

- Engine speed governor adjustments
- Voltage regulation adjustments
- Cycle cranking
- Configurable fault set up
- Configurable output set up
- Meter calibration
- Display language and units of measurement

### **Engine control**

SAE-J1939 CAN interface to full authority ECMs (where applicable). Provides data swapping between genset and engine controller for control, metering and diagnostics.

12 VDC/24 VDC battery operations - PowerCommand will operate either on 12 VDC or 24 VDC batteries.

Temperature dependent governing dynamics (with electronic governing) - modifies the engine governing control parameters as a function of engine temperature. This allows the engine to be more responsive when warm and more stable when operating at lower temperature levels.

Isochronous governing - (where applicable) Capable of controlling engine speed within +/-0.25% for any steady state load from no load to full load. Frequency drift will not exceed +/-0.5% for a 33 °C (60 °F) change in ambient temperature over an 8 hour period.

Droop electronic speed governing - Control can be adjusted to droop from 0 to 10% from no load to full load.

Remote start mode - It accepts a ground signal from remote devices to automatically start the generator set and immediately accelerate to rated speed and voltage. The remote start signal will also wake up the control from sleep mode. The control can incorporate a time delay start and stop.

Remote and local emergency stop - The control accepts a ground signal from a local (genset mounted) or remote (facility mounted) emergency stop switch to cause the generator set to immediately shut down. The generator set is prevented from running or cranking with the switch engaged. If in sleep mode, activation of either emergency stop switch will wake up the control.

Sleep mode - The control includes a configurable low current draw state to minimize starting battery current draw when the genset is not operating. The control can also be configured to go into a low current state while in auto for prime applications or applications without a battery charger.

Engine starting - The control system supports automatic engine starting. Primary and backup start disconnects are achieved by one of two methods: magnetic pickup or main alternator output frequency. The control also supports configurable glow plug control when applicable.

Cycle cranking - Is configurable for the number of starting cycles (1 to 7) and duration of crank and rest periods. Control includes starter protection algorithms to prevent the operator from specifying a starting sequence that might be damaging.

Time delay start and stop (cooldown) - Configurable for time delay of 0-300 seconds prior to starting after receiving a remote start signal and for time delay of 0-600 seconds prior to shut down after signal to stop in normal operation modes. Default for both time delay periods is 0 seconds.

### **Alternator control**

The control includes an integrated three phase Line-to-Line sensing voltage regulation system that is compatible with shunt or PMG excitation systems. The voltage regulation system is a three phase full wave rectified and has an FET output for good motor starting capability.

Major system features include:

Digital output voltage regulation - Capable of regulating output voltage to within +/-1.0% for any loads between no load and full load. Voltage drift will not exceed +/- 1.5% for a 40 °C (104 °F) change in temperature in an eight hour period. On engine starting or sudden load acceptance, voltage is controlled to a maximum of 5% overshoot over nominal level. The automatic voltage regulator feature can be disabled to allow the use of an external voltage regulator.

Droop voltage regulation - Control can be adjusted to droop from 0-10% from no load to full load.

Torque-matched V/Hz overload control - The voltage roll-off set point and rate of decay (i.e. the slope of the V/Hz curve) is adjustable in the control.

Fault current regulation - PowerCommand will regulate the output current on any phase to a maximum of three times rated current under fault conditions for both single phase and three phase faults. In conjunction with a permanent magnet generator, it will provide three times rated current on all phases for motor starting and short circuit coordination purpose.

### **Protective functions**

On operation of a protective function the control will indicate a fault by illuminating the appropriate status LED on the HMI, as well as display the fault code and fault description on the LCD. The nature of the fault and time of occurrence are logged in the control. The service manual and InPower service tool provide service keys and procedures based on the service codes provided.

Protective functions include:

#### **Battle short mode**

When enabled and the *battle short* switch is active, the control will allow some shutdown faults to be bypassed. If a bypassed shutdown fault occurs, the fault code and description will still be annunciated, but the genset will not shutdown. This will be followed by a *fail to shutdown* fault. Emergency stop shutdowns and others that are critical for proper operation are not bypassed. Please refer to the control application guide or manual for list of these faults.

## Derate

The derate function reduces output power of the genset in response to a fault condition. If a derate command occurs while operating on an isolated bus, the control will issue commands to reduce the load on the genset via contact closures or modbus.

## Configurable alarm and status inputs

The control accepts up to four alarm or status inputs (configurable contact closed to ground or open) to indicate a configurable (customer-specified) condition. The control is programmable for warning, shutdown or status indication and for labeling the input.

## Emergency stop

Announced whenever either emergency stop signal is received from external switch.

## Full authority electronic engine protection

Engine fault detection is handled inside the engine ECM. Fault information is communicated via the SAE-J1939 data link for annunciation in the HMI.

## General engine protection

**Low and high battery voltage warning** - Indicates status of battery charging system (failure) by continuously monitoring battery voltage.

**Weak battery warning** - The control system will test the battery each time the generator set is signaled to start and indicate a warning if the battery indicates impending failure.

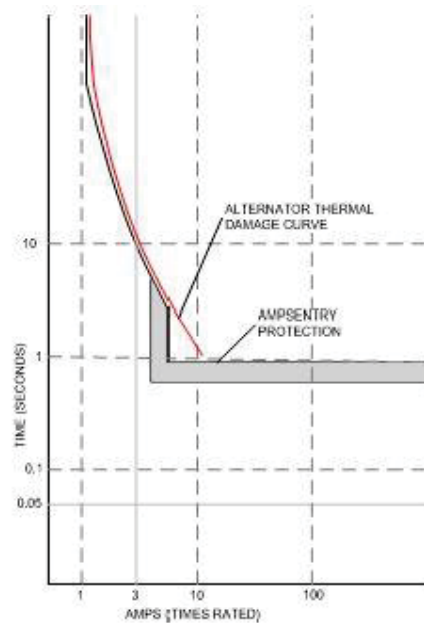
**Fail to start (overcrank) shutdown** - The control system will indicate a fault if the generator set fails to start by the completion of the engine crank sequence.

**Fail to crank shutdown** - Control has signaled starter to crank engine but engine does not rotate.

**Cranking lockout** - The control will not allow the starter to attempt to engage or to crank the engine when the engine is rotating.

## Alternator protection

**AmpSentry protective relay** - A comprehensive monitoring and control system integral to the PowerCommand Control System that guards the electrical integrity of the alternator and power system by providing protection against a wide array of fault conditions in the generator set or in the load. It also provides single and three phase fault current regulation so that downstream protective devices have the maximum current available to quickly clear fault conditions without subjecting the alternator to potentially catastrophic failure conditions. See document R1053 for a full size time over current curve.



**High AC voltage shutdown (59)** - Output voltage on any phase exceeds preset values. Time to trip is inversely proportional to amount above threshold. Values adjustable from 105-125% of nominal voltage, with time delay adjustable from 0.1-10 seconds. Default value is 110% for 10 seconds.

**Low AC voltage shutdown (27)** - Voltage on any phase has dropped below a preset value. Adjustable over a range of 50-95% of reference voltage, time delay 2-20 seconds. Default value is 85% for 10 seconds. Function tracks reference voltage. Control does not nuisance trip when voltage varies due to the control directing voltage to drop, such as during a V/Hz roll-off during synchronizing.

**Under frequency shutdown (81 u)** - Generator set output frequency cannot be maintained. Settings are adjustable from 2-10 Hz below reference governor set point, for a 5-20 second time delay. Default: 6 Hz, 10 seconds.

Under frequency protection is disabled when excitation is switched off, such as when engine is operating in idle speed mode.

**Over frequency shutdown/warning (81 o)** - Generator set is operating at a potentially damaging frequency level. Settings are adjustable from 2-10 Hz above nominal governor set point for a 1-20 second time delay. Default: 6 Hz, 20 seconds, disabled.



**Overcurrent warning/shutdown** - Thresholds and time delays are configurable. Implementation of the thermal damage curve with instantaneous trip level calculated based on current transformer ratio and application power rating.

**Loss of sensing voltage shutdown** - Shutdown of generator set will occur on loss of voltage sensing inputs to the control.

**Field overload shutdown** - Monitors field voltage to shutdown generator set when a field overload condition occurs.

**Over load (kW) warning** - Provides a warning indication when engine is operating at a load level over a set point. Adjustment range: 80-140% of application rated kW, 0-120 second delay. Defaults: 105%, 60 seconds.

**Reverse power shutdown (32)** - Adjustment range: 5-20% of standby kW rating, delay 1-15 seconds. Default: 10%, 3 seconds.

**Reverse Var shutdown** - Shutdown level is adjustable: 15-50% of rated Var output, delay 10-60 seconds. Default: 20%, 10 seconds.

**Short circuit protection** - Output current on any phase is more than 175% of rating and approaching the thermal damage point of the alternator. Control includes algorithms to protect alternator from repeated over current conditions over a short period of time.

## Field control interface

### Input signals to the PowerCommand control include:

- Coolant level (where applicable)
- Fuel level (where applicable)
- Remote emergency stop
- Remote fault reset
- Remote start
- Battleshort
- Rupture basin
- Start type signal
- Configurable inputs - Control includes (4) input signals from customer discrete devices that are configurable for warning, shutdown or status indication, as well as message displayed

### Output signals from the PowerCommand control include:

- Load dump signal: Operates when the generator set is in an overload condition.
- Delayed off signal: Time delay based output which will continue to remain active after the control has removed the run command. Adjustment range: 0 – 120 seconds. Default: 0 seconds.

- Configurable relay outputs: Control includes (4) relay output contacts (3 A, 30 VDC). These outputs can be configured to activate on any control warning or shutdown fault as well as ready to load, not in auto, common alarm, common warning and common shutdown.

- Ready to load (generator set running) signal: Operates when the generator set has reached 90% of rated speed and voltage and latches until generator set is switched to off or idle mode.

### Communications connections include:

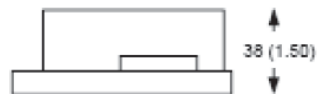
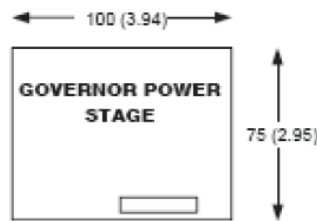
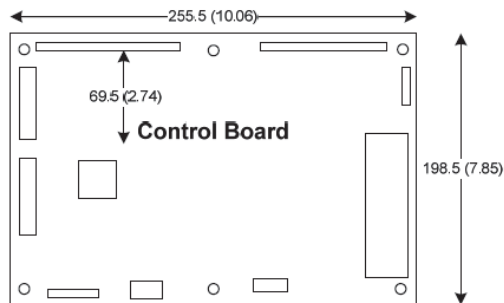
- PC tool interface: This RS-485 communication port allows the control to communicate with a personal computer running InPower software.

- Modbus RS-485 port: Allows the control to communicate with external devices such as PLCs using Modbus protocol.

Note - An RS-232 or USB to RS-485 converter is required for communication between PC and control.

- Networking: This RS-485 communication port allows connection from the control to the other Cummins products.

## Mechanical drawings



# PowerCommand Human Machine Interface HMI320



## Description

This control system includes an intuitive operator interface panel that allows for complete genset control as well as system metering, fault annunciation, configuration and diagnostics. The interface includes five genset status LED lamps with both internationally accepted symbols and English text to comply with customer's needs. The interface also includes an LED backlit LCD display with tactile feel soft-switches for easy operation and screen navigation. It is configurable for units of measurement and has adjustable screen contrast and brightness.

The *run/off/auto* switch function is integrated into the interface panel.

All data on the control can be viewed by scrolling through screens with the navigation keys. The control displays the current active fault and a time-ordered history of the five previous faults.

## Features

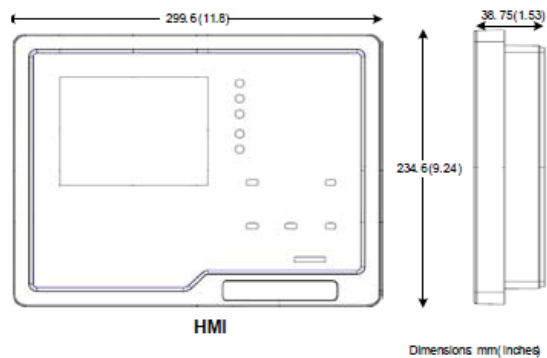
- LED indicating lamps:
  - Genset running
  - Remote start
  - Not in auto
  - Shutdown
  - Warning
  - Auto
  - Manual and stop
- 320 x 240 pixels graphic LED backlight LCD.
- Four tactile feel membrane switches for LCD defined operation. The functions of these switches are defined dynamically on the LCD.
- Seven tactile feel membrane switches dedicated screen navigation buttons for up, down, left, right, ok, home and cancel.
- Six tactile feel membrane switches dedicated to control for auto, stop, manual, manual start, fault reset and lamp test/panel lamps.

- Two tactile feel membrane switches dedicated to control of circuit breaker (where applicable).
- Allows for complete genset control setup.
- Certifications: Suitable for use on generator sets that are designed, manufactured, tested and certified to relevant UL, NFPA, ISO, IEC, Mil Std., CE and CSA standards.
- LCD languages supported: English, Spanish, French, German, Italian, Greek, Dutch, Portuguese, Finnish, Norwegian, Danish, Russian and Chinese Characters.

## Communications connections include:

- PC tool interface - This RS-485 communication port allows the HMI to communicate with a personal computer running InPower.
- This RS-485 communication port allows the HMI to communicate with the main control board.

## Mechanical drawing



## Software

InPower (beyond 6.5 version) is a PC-based software service tool that is designed to directly communicate to PowerCommand generator sets and transfer switches, to facilitate service and monitoring of these products.

## Environment

The control is designed for proper operation without recalibration in ambient temperatures from -40 °C to +70 °C (-40 °F to 158 °F) and for storage from -55 °C to +80 °C (-67 °F to 176 °F). Control will operate with humidity up to 95%, non-condensing.

The HMI is designed for proper operation in ambient temperatures from -20 °C to +70 °C (-4 °F to 158 °F) and for storage from -30 °C to +80 °C (-22 °F to 176 °F).

The control board is fully encapsulated to provide superior resistance to dust and moisture. Display panel has a single membrane surface, which is impervious to effects of dust, moisture, oil and exhaust fumes. This panel uses a sealed membrane to provide long reliable service life in harsh environments.

The control system is specifically designed and tested for resistance to RFI/EMI and to resist effects of vibration to provide a long reliable life when mounted on a generator set. The control includes transient voltage surge suppression to provide compliance to referenced standards.

## Certifications

PowerCommand meets or exceeds the requirements of the following codes and standards:

- NFPA 110 for level 1 and 2 systems.
- ISO 8528-4: 1993 compliance, controls and switchgear.
- CE marking: The control system is suitable for use on generator sets to be CE-marked.
- EN50081-1,2 residential/light industrial emissions or industrial emissions.
- EN50082-1,2 residential/light industrial or industrial susceptibility.
- ISO 7637-2, level 2; DC supply surge voltage test.
- Mil Std 202C, Method 101 and ASTM B117: Salt fog test.
- UL 508 recognized or Listed and suitable for use on UL 2200 Listed generator sets.
- CSA C282-M1999 compliance
- CSA 22.2 No. 14 M91 industrial controls.
- PowerCommand control systems and generator sets are designed and manufactured in ISO 9001 certified facilities.

## Warranty

All components and subsystems are covered by an express limited one year warranty. Other optional and extended factory warranties and local distributor maintenance agreements are available.



**For more information contact your local Cummins distributor  
or visit [power.cummins.com](http://power.cummins.com)**

**Our energy working for you.™**

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Pryco's STANDARD Day Tanks are available in either a U/L Listed (Label #142) or a basic (non-U/L Listed) design. In addition to the standard features listed below, U/L Listed tanks have additional internal reinforcement, an emergency vent properly sized to the tank, and a U/L Listed label (File #MH12807 - *Aboveground Tank for Flammable Liquids*).

Standard features include:

- \* Removable 6½" Square Inspection Plate w/Gasket
- \* Fuel Level Gauge
- \* Heavy Duty Float Switch
- \* "Press-to-Test" Switch
- \* "Pump Running" Indicator Light
- \* Four - 1" NPT Threaded Pipe Connections
- \* One - 2" NPT Threaded Pipe Connection for Tank Vent
- \* Tank Drain (Sized To Tank Capacity)
- \* 1/3 hp thermally protected, 120vac, 1ph, 60hz, motor
- \* 2 gpm bronze gear pump w/stainless steel shafts
- \* Lift Lugs (on tanks 50 gallons and over)
- \* Removable top cover
- \* Epoxy coating inside
- \* Pryco (medium) Gray exterior paint (or an industrial color of choice)

Pryco Tanks are fabricated of heavy gauge steel by certified welders. Each tank complies with NFPA 30 and is tested to 5 psi.

Shown to the right is a 25-gallon, U/L Listed, single-wall Standard Day Tank (PY25UL) with an optional #465 U/L Listed Enclosed Industrial Control Panel.



### DOUBLE WALL TANKS

A totally enclosed outer shell may be added resulting in a double wall construction. Both the inner and the outer tanks are vented separately and are pressure tested at 5 psi.

When enclosing a U/L Listed day tank, an additional emergency vent is added to the outer tank the same size as the inner tank. (The U/L Listing is "*Secondary Containment Aboveground Tank for Flammable Liquids*", File MH12807.)

Day Tanks with a capacity of 25 gallons and more have all threaded connections located on the tank top (except the overflow, drains, and the double wall vent). The inner tank drain is piped through the outer shell.



**STANDARD DAY TANKS**  
**BASIC and U/L LISTED – SINGLE and DOUBLE WALL**

SIZE IN US GAL.	SINGLE WALL			U/L LISTED SINGLE WALL			DOUBLE WALL			U/L LISTED DOUBLE WALL			R/B <sup>(1)</sup> WEIGHT
	MODEL	WEIGHT		MODEL	WEIGHT	VENT	MODEL	WEIGHT		MODEL	WEIGHT	VENT	
5	PY5	88		PY5UL	92	2	PY5DW	165		PY5ULDW	170	2	102
10	PY10	94		PY10UL	98	2	PY10DW	182		PY10ULDW	187	2	111
15	PY15	109		PY15UL	113	2	PY15DW	215		PY15ULDW	220	2	119
25	PY25	122		PY25UL	126	2	PY25DW	243		PY25ULDW	248	2	139
50	PY50	192		PY50UL	166	2	PY50DW	335		PY50ULDW	340	2	183
60	PY60	185		PY60UL	192	3	PY60DW	385		PY60ULDW	394	3	201
75	PY75	200		PY75UL	207	3	PY75DW	416		PY75ULDW	425	3	219
100	PY100	220		PY100UL	227	3	PY100DW	465		PY100ULDW	474	3	259
150	PY150	266		PY150UL	273	3	PY150DW	599		PY150ULDW	608	3	324
200	PY200	385		PY200UL	396	4	PY200DW	904		PY200ULDW	918	4	433
275	PY275	453		PY275UL	464	4	PY275DW	1104		PY275ULDW	1118	4	528
300	PY300	463		PY300UL	469	4	PY300DW	1117		PY300ULDW	1131	4	556
400	PY400	532		PY400UL	543	4	PY400DW	1279		PY400ULDW	1293	4	623
500	PY500	573		PY500UL	584	4	PY500DW	1391		PY500ULDW	1405	4	742
600	PY600	613		PY600UL	624	4	PY600DW	1484		PY600ULDW	1498	4	838
700	PY700	660		PY700UL	671	4	PY700DW	1619		PY700ULDW	1633	4	913
800	PY800	703		PY800UL	714	4	PY800DW	1810		PY800ULDW	1824	4	991
900	PY900	747		PY900UL	771	6	PY900DW	1925		PY900ULDW	1958	6	1071
1000	PY1000	789		PY1000UL	804	6	PY1000DW	2003		PY1000ULDW	2036	6	1152

NOTE#1 - Add R/B (Rupture Basin) Weight to Tank Weight to determine total weight.

# Micro Genius<sup>2</sup>

## Intelligent Battery Charger



Model	Power	12V Output	24V Output
MicroGenius 180	180 watts	10 amps	6 amps
MicroGenius 300	300 watts	12 amps	10 amps
MicroGenius 450	450 watts	15 amps	15 amps

### Small. Powerful. Rugged.

**Patented Dynamic Boost™ Charge** - safely recharges batteries faster than competing products

**HELIX™ technology** - significantly increases battery life and cuts risk of sudden battery failure

**Field selectable 12/24 volt output** - simplifies inventory management & field service

**Hardened switchmode powertrain** - delivers first-class abuse resistance & state-of-the-art energy efficiency

**Small, lightweight, water resistant package** - allows installation in nearly any location

**Standard J-1939 and Modbus communications** - easily enable genset, workboat & building integration



Micro  
**Genius<sup>2</sup>**

Intelligent Battery Charger

## MicroGenius 2 Charger Combines **Breakthrough Technologies** With **Robust Reliability**

Designed for mission-critical applications, **MicroGenius 2** battery chargers pack advanced technology charging into a small, lightweight and rainproof package. **MicroGenius 2** is the only charger that delivers high performance charging while prolonging useful life of batteries and significantly reducing risk of sudden battery failure.

Designed and assembled in Colorado, SENS employs rigorous worst-case analysis design processes and extensive abuse testing to ensure reliable operation in adverse environments. State-of-the-art automation in assembly, test and burn-in processes provide unmatched levels of consistency and quality for years of trouble-free service.

Four unique technologies that together make **MicroGenius 2** the most advanced battery charger available include:

**Patented Dynamic Boost™ Charge** safely recharges batteries faster than competing products

**HELIX™ technology** significantly increases genset battery life and cuts risk of sudden battery failure

**Class-leading energy efficiency** that saves money and exceeds energy efficiency regulation requirements

**Cool-running, water & corrosion-resistant design** that is rainproof UL® listed, ABS type approved

## MicroGenius 2 Chargers Deliver **Significant Benefits** to **Mission-Critical Users**

- Longer-lasting batteries cut risk of end user application downtime
- Lower chance of catastrophic battery failure cuts safety risks for personnel and facilities
- Energy efficiency savings can more than pay for the charger over its lifetime
- Engineered-in reliability reduces service cost and risk of charger failure



**Emergency Generator  
Battery Charging**



**Reliable Switchgear  
Power**



**Stationary Battery  
Charging & DC Power**



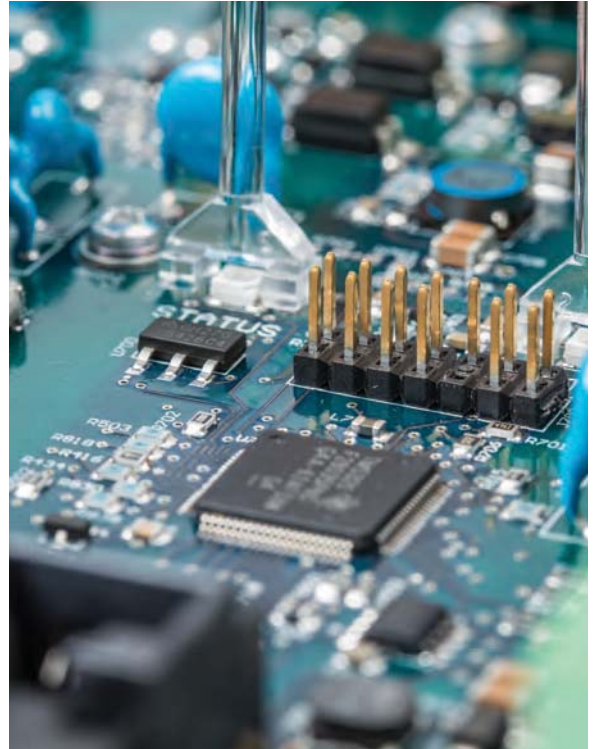
**Marine Battery  
Charging & DC Power**

# What's Inside? Advanced Battery Charging Technologies

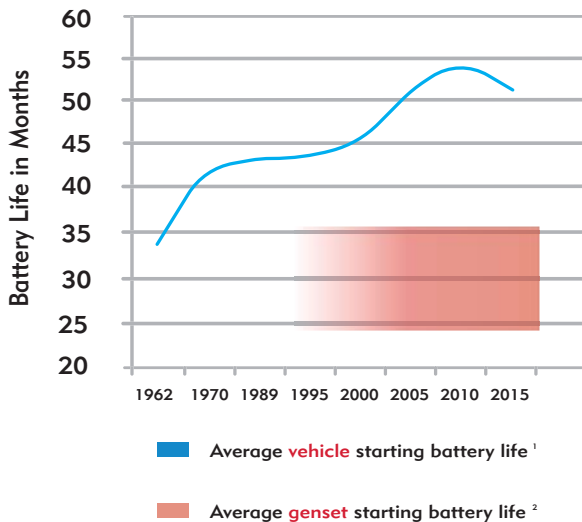
**Dynamic Boost™** enables fast recharging while minimizing risk of overcharge.

It is well understood that boost charging at elevated voltage is the fastest way to charge batteries. When the battery nears full charge, however, voltage must be reduced to prevent overcharge. The right time to make this transition varies with depth of discharge, fixed DC loads, battery health, and the relationship of battery to charger size. Until SENS created Dynamic Boost, no charger was able to determine the correct time to spend at boost voltage.

Patented Dynamic Boost™ charging technology automatically determines, for each discharge cycle, the optimal time to shift from boost to float charging mode. Dynamic Boost enables **MicroGenius 2** to charge batteries faster and more completely than similarly rated conventional chargers, but with significantly lower risk of overcharge.



Average Starting Battery Life, in Months



1. BCI Technical Subcommittee Report on Battery Failure Modes, May 2015

2. Life range from 24 to 36 months, based on typical PM service replacement

**HELIX™** charging technology saves batteries and energy.

Lead-acid starting batteries used in gensets are replaced nearly twice as often (every 2-3 years) as identical batteries used for vehicle starting (~ every 4-5 years). And in genset applications these batteries too often fail catastrophically, instead of gradually as they do in vehicle applications.

By enabling genset batteries to last as long as vehicle batteries, revolutionary HELIX (High Efficiency, Life-eXtending) technology from SENS reduces risk of early battery failure. HELIX also cuts risk of catastrophic battery failure at end of life. These improvements deliver significantly better genset starting reliability and user safety.



# What's inside? Class-leading Energy Efficiency & Advanced Thermal Management

## Class-leading energy efficiency & sustainability

Running 24/7, other battery chargers waste a lot of energy. Energy efficiency standards from the California Energy Commission mandate high efficiency operation of all single-phase input chargers as of January 1, 2017.

Achieving outstanding power conversion efficiency of up to 93%, **MicroGenius 2** consumes less than 3 watts in Eco-float. The most efficient charger in its class, MicroGenius with HELIX technology surpasses all known efficiency standards.



**Large heat sink ensures cool running**

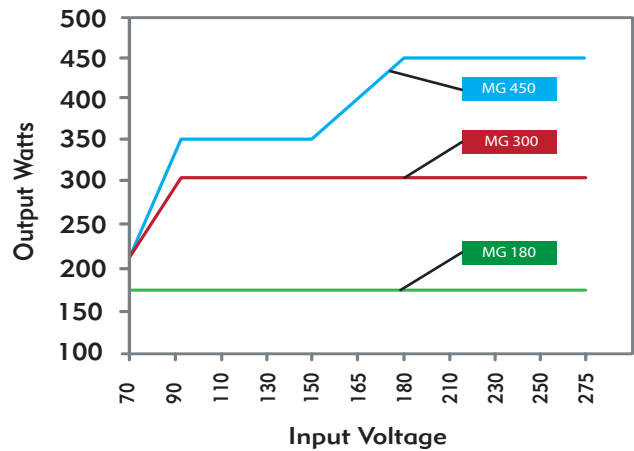
## Cool running, water and corrosion-resistant package

Other chargers in hot, damp genset and marine environments rely on failure-prone fans or generous open venting that allows water onto charger components.

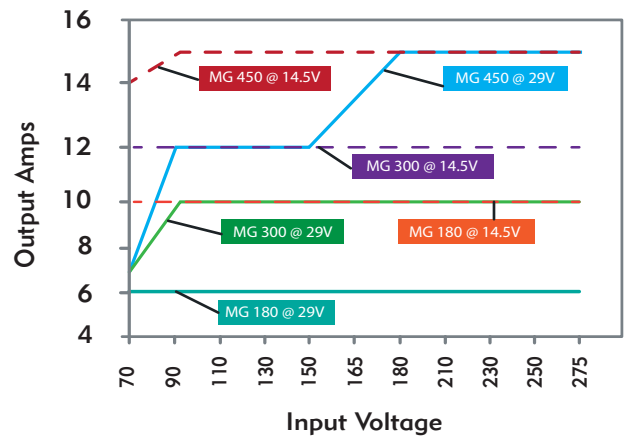
The **MicroGenius 2** heat sink delivers such effective convection cooling that only small side vents are required for operation in the hottest environments. Conformal coating on all electronics provides additional corrosion protection. **MicroGenius 2** is rated "rainproof" by UL, and conforms to ABS and Coast Guard marine requirements without the need for a drip shield.



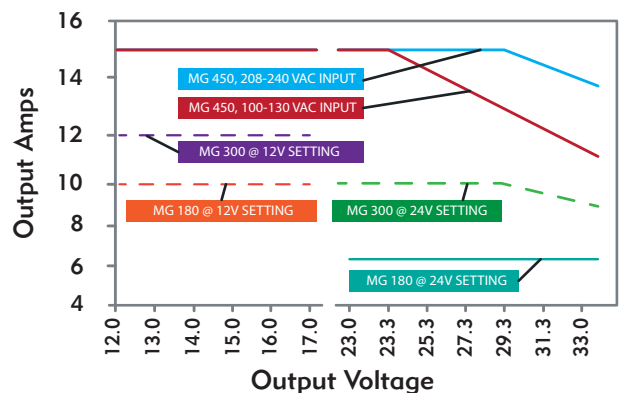
## Output Power vs Input Voltage



## Output Current Limit vs Input Voltage



## Output Current Limit vs Output Voltage

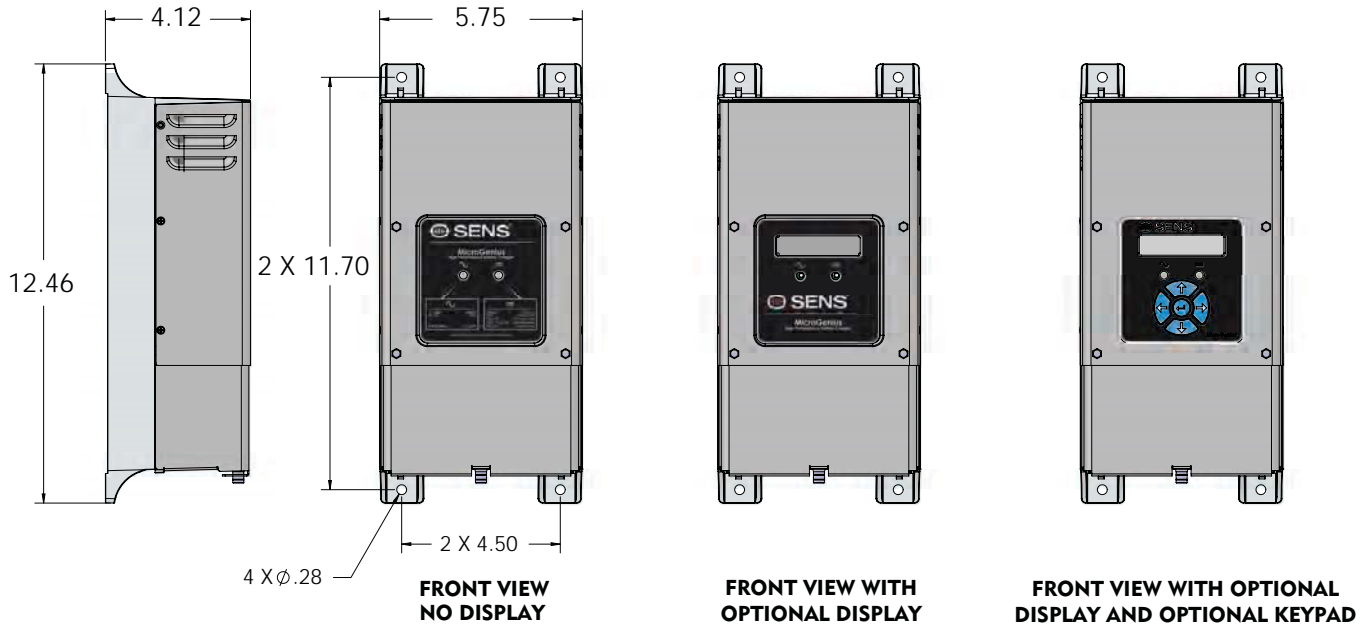


<b>AC Input</b>	VAC, Hz	90-265 <sup>1</sup> VAC, 47-63 Hz
	Protection	Supplementary overcurrent protection fuse, transient protected to EN61000-4-5 level 4
	Efficiency	Up to 93%; meets CA Energy Commission Title 20 Appliance Efficiency Regulations; standby AC draw < 3W
	Power factor	>.95 typical
<b>DC output</b>	Voltage	12/24 V nominal, field selectable, adjustable from 0-34V using computer to charger cable <sup>2</sup>
	MicroGenius 180	Selectable 12/24 volt nom., 10/6 amps. 180W max.
	MicroGenius 300	Selectable 12/24 volt nom., 12/10 amps. 300W max.
	MicroGenius 450	Selectable 12/24 volt nom., 15/15* amps, 450W max. (*24V, 12A max below 170 VAC input voltage)
	Charging modes	Float voltage, boost voltage. Two additional HELIX charging voltages in flooded lead-acid battery program
	DC power supply operation	Delivers fast-responding, stable, well-filtered DC without battery
	Current limit	100% current capability subject to temperature limits shown on charts (previous page). Field adjustable
	Charging characteristic	Constant voltage, current limited; patented Dynamic Boost control
	Line & load regulation	±0.5%
	Output ripple	< 100 mV wideband
	Battery temp. compensation	Standard. Optional remote battery temperature probe <sup>3</sup>
	Output protection	Current limit, supplementary overcurrent protection fuse, transient protected
	<b>Adjustment &amp; Controls</b>	Overvoltage protection
Dead battery charge		Starts into, and recharges zero volt battery without user intervention
Parallel operation		Two or more chargers operate with all modes synchronized for increased current or fault tolerance <sup>4</sup>
Charge mode control		Fully automatic patented Dynamic Boost system
Internal adjustments		12 or 24-volt; Battery type program; fine voltage setting
Battery type programs		Flooded lead-acid, AGM or Ni-Cd for engine starting; VRLA for reserve power; ultracapacitor
Factory adjustment		All charger adjustments factory set to customer specifications. Field reconfigurable
<b>Status Display</b>	Field voltage adjustment	3 manually selectable voltage settings. Infinite adjustment using computer to charger cable <sup>2</sup>
	Computer adjustment	Change or customize settings from computer using computer to charger cable <sup>2</sup>
	Keypad adjustment	Enable or change all settings from front panel <sup>5</sup>
	LEDs	Two multi-color front panel status LEDs
<b>Alarms</b>	Digital metering	Voltmeter accurate to ±2%; ammeter to ±5% <sup>6</sup>
	Status messages	20-character display of status & alarm messages
	Alarms	Factory set and field reconfigurable. Standard genset configuration includes summary; AC fail; charger fail; high DC volts, low DC volts, low cranking volts. Other alarm conditions <sup>7</sup> are available to replace, or be summed with the standard values. Contact SENS to request different factory alarm profile.
	Alarm: Output via network	All alarms available via either J-1939 or Modbus ports
<b>Networking</b>	Alarms: Form C contacts	Two Form C contacts, each rated 30V, 2A resistive, assignable <sup>8</sup>
	Alarm: Output via network	Five Form C contacts, each rated 30V, 2A resistive, assignable <sup>9</sup>
	J-1939 communications	CAN 2.0 extended ID on RJ-45 port
	Modbus communications	Modbus RS-485 on RJ-45 port
<b>Environmental</b>	SENSbus	Proprietary bus for connection of paralleled chargers and future SENS accessories
	Operating temp: 180	-40C to +70C; meets full specification from -40C to +60C, natural convection cooled <sup>10</sup>
	Operating temp: 300	-40C to +70C; meets full specification from -40C to +50C, natural convection cooled
	Operating temp: 450	-40C to +70C; meets full specification from -40C to +40C, natural convection cooled
	Storage temperature	-40C to +85C
	Humidity	5% to 95%, non-condensing
	Water ingress	IP 22; NEMA 3R
	Vibration	Swept Sine (EN60068-2-6): 4G, 18-500 Hz, 3 primary axes. Random: 20-500Hz, .01G <sup>2</sup> /Hz
	Shock	EN 60068-2-27 (15G)
<b>Abuse Protection</b>	Electrical transient	ANSI/IEEE C62.41 & EN 61000-4-12 on power terminals
	Reverse polarity	Charger self-protects without fuse clearing. Indication via LED & optional LCD
	Wrong voltage battery	Charger-battery voltage mismatch shuts down charger. Indication via LED & optional LCD
<b>Regulatory Compliance</b>	Overtemp protection	Gradual output power reduction if heatsink temperature becomes excessive
	North America	C-UL Listed for US & Canada: UL 1236 categories BBGQ, BBHH, BBJY and QWIR <sup>11</sup> ; CSA 22.2, No. 107.2
		Certified to UL 1236 supplements SB (marine), SC (fire pump) and SE (emergency generator)
		NFPA-70, NFPA-110 <sup>12</sup>
		FCC Part 15, Class B
	European Union (CE)	Seismic: Rigid & non-structure wall mount; max S <sub>ps</sub> of 2.5G. IBC 2000-2012, Calif. BC 2007-2010
		American Bureau of Shipping, type approved
EMC: 2014/30/EU (EN 61000-6-2 & EN 61000-6-4)		
<b>Construction</b>	LVD: 2014/35/EU (EN 60335-1 & EN 60335-2-29)	
	RoHS 2: 2011/65/EU (EN 50581)	
	Housing/configuration	Die-cast aluminum heatsink base with stainless steel covers & fasteners
	Dimensions & Weight	See drawings, dimensions & weight section on last page
Weight	6.0 lbs; 2.7 Kg	
Connections	AC & DC terminal blocks: 14 to 10 AWG. J-1939 and Modbus-485: RJ-45. Form C alarms: 28 to 16 AWG	

<sup>1</sup> Output power derates below 100 VAC input; full 15A output of 450W available only above 170 VAC input <sup>2</sup> Requires optional computer to charger adapter SENS p/n 209254 plus free SENS software available at [www.sens-usa.com](http://www.sens-usa.com) <sup>3</sup> Remote battery temp sensor is optional. Order SENS p/n 209481 <sup>4</sup> Requires standard RJ-45 network cable to connect paralleling bus. Order SENS p/n 208118-72 (72-inch length) or 208118-180 (180-inch length) <sup>5</sup> Requires that digit 12 of the model number be F or G <sup>6</sup> Requires that digit 12 of the model number be D, E, F or G <sup>7</sup> Overvoltage shutdown, reverse polarity battery, incompatible battery, invalid settings, I/O bus inactive, thermal fold back, no temperature probe, current limiting, ground fault, low current <sup>8</sup> Models with E or G as digit 12 of the model number include 2 ea. Form C alarm contacts <sup>9</sup> Models with D or F as digit 12 of the model number include 5 ea. Form C alarm contacts <sup>10</sup> At 65 deg. C and above the LCD display may be unreadable and display life will be reduced <sup>11</sup> Except 180W unit in 24V configuration, which is not listed to QWIR <sup>12</sup> All chargers equipped with an alarm / display board meet NFPA-110 requirements. For chargers without an alarm / display board to meet NFPA-110, charger performance and alarm data available on the J-1939 port must be announced by the genset control panel.

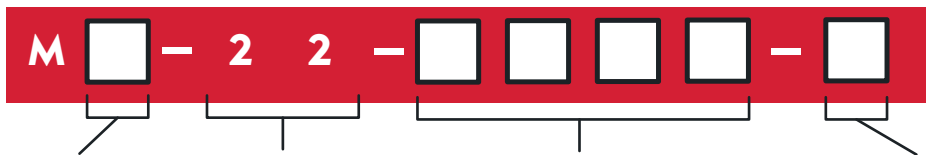
## Dimensions & Weight

All unit dimensions are identical.  
All units weigh 6.0 lbs. (2.8 KG).  
All dimensions are in inches.



## How To Order

Use the Model Number Breakout below to configure your charger:



### Power

- 1 = 180w
- 3 = 300w
- 4 = 450w

### Output Voltage

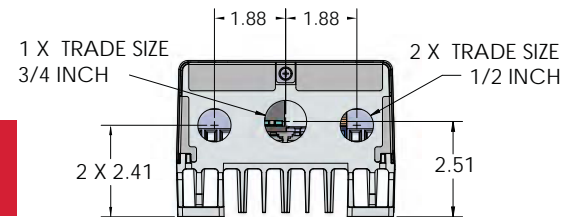
- 22 = 12/24V

### Output Current

- 1006 = 10A @ 12V; 6A @ 24V (180 only)
- 1210 = 12A @ 12V; 10A @ 24V (300 only)
- 1515 = 15A @ 12V; 15A @ 24V (450 only)

### Alarm & Communication Options

- A = base model; includes J-1939 & Modbus communications
- D = base model + LCD display + 5 ea. Form C alarm relays
- E = base model + LCD display + 2 ea. Form C alarm relays
- F = base model + LCD display + 5 ea. Form C alarm relays + keypad control



Example: M3-22-1210-F

## The most rugged, advanced technology industrial charger available

Contact SENS or your local sales representative for additional specification and installation information, or visit our website for latest available data.

Specification subject to change without notice.

SENS, Stored Energy Systems, the battery/rectifier logo, Dynamic Boost, HELIX, and MicroGenius are trademarks of Stored Energy Systems LLC.

Patented US 9,270,140; 9,385,556; 9,413,186; 9,509,164. Other patents pending.

## Contact Information

Sales 1.866.736.7872 • 303.678.7500 • Fax 303.678.7504 • www.sens-usa.com • info@sens-usa.com

Stored Energy Systems, LLC 1840 Industrial Circle, Longmont, CO 80501 USA

111066 A



4/18/2019

Beaufort County Sherrifs Dept.  
2001 Duke St  
Beaufort , SC 29902  
RE: Planned Maintenance Proposal

Dear John Carper,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

#### Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Planned Maintenance Agreements are "auto-renewed" annually prior to the end of your agreement. Should you have any questions or require additional information on this or any other subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

*Steve Fuller*

Steve Fuller  
Planned Maintenance Sales  
Office: (404) 763-0151  
Cell: (912) 257-2844  
Email: [steve.fuller@cummins.com](mailto:steve.fuller@cummins.com)



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 Phone: (912)721-3028  
 Fax: (404) 763-0711

**PLANNED EQUIPMENT MAINTENANCE AGREEMENT**

Customer Address	Customer Contact	Quote Information	
Beaufort County Sherrifs Dept. 2001 Duke St Beaufort , SC 29902 Customer #: Payment Type: Undetermined	Name: John Carper Phone: 912-210-3383 Cell: Fax: E-mail: john.carper@cummins.com	Quote Date: Quote Expires: Quote ID: Quoted By: Quote Term:	4/18/2019 6/17/2019 QT-5017 Steve Fuller 1 Year

**Site Name: Beaufort County Sheriffs Dept Generator**  
 (2001 Duke St Beaufort SC 29902)

Unit Name:	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Beaufort County Sheriffs Dept Generator Make: Cummins Model: C200D6C S/N: K19000000 Size: 200kW ATS Qty: 1 Notes:	1	Unknown	Full Service	1		
	2	Unknown	Full Service	1		
	3	Unknown	Full Service	1		

<b>Total Original Amount:</b>	Included
<b>Discount:</b>	
<b>Total Agreement Amount:*</b> <i>*Quote does not include app</i>	



Cummins Inc. d/a Cummins Power South  
5534 Augusta Road  
Savannah, GA 31408  
Phone: (912)721-3028

**PLANNED EQUIPMENT MAINTENANCE AGREEMENT**

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**Total Original Amount:**  
**Discount:**  
**Total Agreement Amount:\***

*\*Quote does not include applicable taxes*

Comment: Bid to add to John Carpers Bid

**Total Agreement Amount Does Not Include Applicable Taxes. Please call 404-763-0151 or Email southpm@cummins.com for invoice total prior to sending payment.**

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. Details of this provision are listed in the Planned Equipment Maintenance Agreement Terms and Conditions. If you do not wish to participate in the auto renew option, please check the box below to opt out.

Opt out of Automatic Renewal.

**Please return signed agreement to:**  
Cummins Inc. d/a Cummins Power South  
5125 Hwy 85  
Atlanta, Ga 30349  
Tel #: 404-763-0151

Email: southpm@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the Planned Equipment Maintenance Agreement Terms and Conditions attached hereto, which are hereby incorporated herein by reference.

**Customer Approval (Quote ID QT-5017)** **Cummins Inc. d/a Cummins Power South Approval**

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_



# Diesel Fuel Polishing

## The Power of Prevention.

### What is diesel fuel polishing?

The process of removing contamination from diesel fuel to ensure it remains within published specifications.  
(ASTM D975-06B – X.2)

- Fuel polishing removes
  - Water
  - Sediment
  - Particulates
  - Sludge
  - Microbial growth

### Why is fuel polishing important?

- Increased equipment uptime (Cummins fuel polishing can be completed without taking the unit offline).
- All diesel fuel tanks naturally accumulate water, solids, and sludge resulting from condensation, oxidation and fuel degradation.
- Shelf life of diesel fuel is 6 to 12 months, depending upon storage conditions.
- Contaminated diesel fuel can plug your fuel filters and cause engine fuel system performance problems or damage.
- Tighter tolerances in today's high performance fuel systems are easily blocked by particulates.
- Regular and proper fuel polishing is a cost effective alternative to replacing contaminated fuel.

### NFPA Recommendations

- Industries in Production/Manufacturing: NFPA 110 recommends fuel be tested and polished once annually.
- Critical Facilities (hospitals/data centers): NFPA 110 recommends fuel be tested and polished twice annually.

### Contaminants in diesel fuel can cause

- Premature plugging of fuel filters
- Loss of power, inability to run at full load
- Excessive emissions and exhaust smoke
- Carbon and soot deposits
- Injector failures
- Fuel pump failures
- Unavailable, down equipment
- Costly repairs

Please contact one of our experienced representatives to customize a diesel fuel maintenance program based on your operational needs and the recommendations for the equipment to be maintained.

Request Service: **1-800-CUMMINS™**  
**[salesandservice.cummins.com](http://salesandservice.cummins.com)**



## PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. and supersedes any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement.

**1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins Inc. shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in supplemental documentation. Cummins Inc. shall provide the Services in a safe and workmanlike manner. Cummins Inc. has licenses, permits, authorizations, or registrations necessary to perform the Services. Unless otherwise indicated in the Quote, Cummins Inc. will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins Inc.' operations. Customer shall provide Cummins Inc. safe access to Customer's site and arrange for all related services and utilities necessary for Cummins Inc. to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located for any and all safety issues that an electrical service interruption might cause, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services.

**2. PAYMENT TERMS.** If Customer has approved credit, as determined by Cummins Inc., payment terms are net thirty (30) days from the date of invoice unless otherwise specified in the Quote. If payment is not received when due, in addition to any rights Cummins Inc. has under the law and charges that Cummins Inc. may levy against Customer under statute (including attorney fees and costs of collection), Cummins Inc. may charge Customer eighteen percent (18%) annually, or the maximum amount allowed by law, on late payments. If Customer does not have approved credit payment shall be due immediately at the time of invoice.

**3. DELAYS.** Cummins Inc. shall not be liable for any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins Inc.' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, labor disputes, and/or union mandated procedures resulting in a loss of time and productivity in services being performed.

**4. WARRANTY.** Limited warranties apply for select parts and components as defined by the respective component manufacturer's limited warranties. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship, Cummins Inc.' obligation shall be limited to correcting the defective workmanship. Cummins Inc. shall correct the nonconforming Services where (i) such nonconformity becomes apparent to Customer during the warranty period; (ii) Cummins Inc. receives written notice of any nonconformity within thirty (30) days following discovery by Customer; and (iii) Cummins Inc. has determined that the Services are nonconforming. Services corrected or re-performed shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during correction or re-performance of Services are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 4 shall not be deemed to have failed of their essential purpose so long as Cummins Inc. is willing to correct defective Services or refund the purchase price therefor.

### **5. LIMITATIONS ON WARRANTIES AND REMEDIES.**

**Cummins Inc. expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Cummins Inc. Some states do not allow limitation on warranties, so these limitations may not apply to you.**

**THE MAXIMUM LIABILITY, IF ANY, OF EITHER PARTY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CUMMINS INC.' INDEMNITY HEREUNDER, BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE SERVICES PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS INC. FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

**6. INDEMNITY.** Each party shall indemnify and hold harmless the other party, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, "Losses"), subject to the limitations on claims and damages in Section 5, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the gross negligence or willful misconduct of such party. The party seeking indemnification shall give written notice to the other party promptly upon learning of the events giving rise to such claim; provided, however, that failure to provide such notice promptly shall only relieve an indemnifying party of its obligations hereunder to the extent it is prejudiced by such delay. The indemnifying party shall select counsel to control and manage the defense of a claim and the settlement thereof and shall keep the indemnified party apprised of all material developments with respect to such claim. The indemnified party may, at its expense, select additional co-counsel. The indemnifying party shall have no obligation to indemnify or hold harmless the indemnified party for any Losses conclusively determined to be caused by the negligence or willful misconduct of the indemnified party.

**7. CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees, and agents.

**8. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State in which services are to be rendered or performed without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State in which services are to be rendered or performed and shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

**9. INSURANCE.** Upon Customer's request, Cummins Inc. will provide to Customer a Certificate of Insurance evidencing Cummins Inc.' relevant insurance coverage.

**10. ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins Inc.

**11. IP.** Any intellectual property rights created by Cummins Inc. in the course of the performance of any Agreement or otherwise shall remain Cummins Inc.' property. Nothing in these conditions shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins Inc.

**12. MISCELLANEOUS.** Cummins Inc. shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

**13. Termination.** Either party has the right, to terminate this Agreement within thirty (30) days prior notice, unless the work has already been performed and completed.



# Power Generation System Planned Maintenance



## INSPECTION

(MONTHLY, QUARTERLY OR ONETIME PER YEAR)

### Safety

- Perform Lock Out Tag Out procedure (LOTO)

### Battery & Battery Charger System

- Check/record battery charger functions & charge rate
- Check connections, termination cleanliness and security
- Check electrolyte level, vent caps and all cells in the starting batteries
- Check specific gravity of batteries
- Test starting batteries with electronic analyzer
- Check starter connections and wiring
- Check starting voltage

### Fuel System

- Inspect main tank/day tank fuel level & test transfer pump operation
- Inspect tank vents & overflow piping
- Inspect gaseous fuel regulator vent (natural gas only)
- Inspect all fuel hoses, clamps, pipes, components, vents and fittings
- Inspect governor linkage and oil level (if applicable)
- Drain condensation from fuel/water separators
- Inspect fuel tank for water
- Optional – fuel sample for laboratory analysis

### Engine Cooling System

- Inspect water pump, all hoses and clamps for leaks, coolant level and condition
- Inspect radiator condition
- Exercise coolant heater operations
- Inspect drive belts, exercise alignment and deflection
- Utilize SCA test strip to record coolant properties
- Inspect radiator surfaces, shrouds and carriers for obstruction
- Optional – coolant sample for laboratory analysis

### Housekeeping

- General cleaning of enclosure interior, genset and ATS

### Engine & Lubrication System

- Inspect lubrication system for leaks & visually check oil level
- Inspect crankcase ventilation system
- Inspect spark initiated ignition system
- Inspect oil heater operation (if applicable)

### Intake/Exhaust System

- Inspect air cleaner restriction indicator
- Inspect air cleaner element and entire intake system
- Inspect entire exhaust system and rain cap
- Inspect louver operations
- Inspect spark arrestor
- Empty condensate trap on silencer

### Generator Controls & Power Connections

- Visually inspect all engine mounted wiring, senders and devices
  - Visually inspect all control mounted components and wiring
  - Inspect generator heater operation
  - Inspect all lights and indicators
  - Visually inspect breaker and power connections
  - Manually operate generator main breaker(s) open and closed
- NOTE: Will not exercise breakers or contactors on a parallel device.

### Generator Operations

- Start, observe, & record generator and equipment operation
- Verify engine and generator safeties for proper operation
- Inspect duct work, louver motors, controls & test as appropriate
- System test with or without load

### Automatic Transfer Switch

- Visually inspect all power and control wiring
- Visually inspect switch mechanism and enclosure
- Visually inspect controls and time delays settings
- Verify function of exercise clock

## SEVICE

### Lubrication Oil & Filtration Service

- Change engine lubrication oil
- Change primary lubrication and bypass filters
- Change fuel and coolant filters
- Post lube service operation of genset (unloaded) at rated temperature
- Optional – oil sample for laboratory analysis

### Operational & Functional Review of Generator Critical Components

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect/lubricate drive bearings, gear or belt drives

#### \*Additional Charge

#### Additional Services and Repairs

Quotes provided in accordance with customer requirements by service offerings. Any additional repairs, parts or services which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins Power South. Any additional repairs, maintenance or service performed by Cummins Power South for a Planned Equipment Maintenance Agreement holder will be at current Cummins Power South planned maintenance labor rates.



# **Warranty Statement**

## **Generator Sets**

### **Commercial Standby Extended Warranty**



## **Limited Standby 5 Year or 2,500 Hour Parts + Labor + Travel Extended Warranty – L189**

### **Commercial Generating Set**

When purchased, this limited extended warranty applies to all Cummins Power Generation® branded commercial generating sets and associated accessories (hereinafter referred to as "Product").

This warranty covers any failures of the Product, under normal use and service, which result from a defect in material or factory workmanship.

### **Warranty Period:**

The warranty start date is the date of initial start up, first rental, demonstration or 18 months after factory ship date, whichever is sooner. The coverage duration is 5 years from warranty start date or 2,500 hours, whichever occurs first.

**Emergency Standby Power (ESP)** is defined as the maximum power available during a variable electrical power sequence, under the stated operating conditions, for which a generating set is capable of delivering in the event of a utility power outage. The permissible average power output over 24 hours of operation shall not exceed 70% of the ESP.

### **Cummins Power Generation® Responsibilities:**

In the event of a failure of the Product during the extended warranty period due to defects in material or workmanship, Cummins Power Generation® will only be responsible for the following costs:

- All parts and labor required to repair the Product.
- Reasonable travel expenses to and from the Product site location.
- Maintenance items that are contaminated or damaged by a warrantable failure.

### **Owner Responsibilities:**

The owner will be responsible for the following:

- Notifying Cummins Power Generation® distributor or dealer within 30 days of the discovery of failure.
- Installing, operating, commissioning and maintaining the Product in accordance with Cummins Power Generation®'s published policies and guidelines.
- Providing evidence for date of commissioning.
- Providing sufficient access to and reasonable ability to remove the Product from the installation in the event of a warrantable failure.

In addition, the owner will be responsible for:

- Incremental costs and expenses associated with Product removal and reinstallation resulting from non-standard installations.
- Costs associated with rental of generating sets used to replace the Product being repaired.
- Costs associated with labor overtime and premium shipping requested by the owner.
- All downtime expenses, fines, all applicable taxes, and other losses resulting from a warrantable failure.

### **Limitations:**

This limited extended warranty does not cover Product failures resulting from:

- Inappropriate use relative to designated power rating.
- Inappropriate use relative to application guidelines.
- Failures due to normal wear, corrosion, varnished fuel system parts, lack of reasonable and necessary maintenance, unauthorized modifications and/or repair, and use of add-on or modified parts.
- Improper and/or unauthorized installation.
- Owner's or operator's negligence, accidents or misuse.
- Noncompliance with any Cummins Power Generation® published guideline or policy.
- Use of improper or contaminated fuels, coolants or lubricants.
- Improper storage before and after commissioning.
- Owner's delay in making Product available after notification of potential Product problem.
- Replacement parts and accessories not authorized by Cummins Power Generation®.
- Use of Battle Short Mode

Limitations Continued:

- Owner or operator abuse or neglect such as: operation without adequate coolant or lubricants; overfueling; overspeeding; lack of maintenance to lubricating, cooling or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, run-in or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device.
- Damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

This limited extended warranty does not cover costs resulting from:

- Difficulty in gaining access to the Product.
- Damage to customer property.
- Repair of cosmetic damage to enclosures.

Items not covered by this limited extended warranty:

- Batteries
- Enclosures
- Coolant heaters
- Exhaust systems and aftertreatment components
- Maintenance items

[www.power.cummins.com](http://www.power.cummins.com)

**CUMMINS POWER GENERATION® RIGHT TO FAILED COMPONENTS:**

Failed components claimed under warranty remain the property of Cummins Power Generation®. Cummins Power Generation® has the right to reclaim any failed component that has been replaced under warranty.

**THE WARRANTIES SET FORTH HEREIN ARE THE SOLE WARRANTIES MADE BY CUMMINS POWER GENERATION® IN REGARD TO THE PRODUCT. CUMMINS POWER GENERATION® MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**IN NO EVENT IS CUMMINS POWER GENERATION® LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

This limited extended warranty shall be enforced to the maximum extent permitted by applicable law. This limited extended warranty gives the owner specific rights that may vary from state to state or from jurisdiction to jurisdiction.

Product Model Number:

Product Serial Number:

Date in Service:



[power.cummins.com](http://power.cummins.com)

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Other company, product, or service names may be trademarks or service marks of others.

Specifications are subject to change without notice.



Our energy working for you.™



## Quotation

Cummins Inc. DBA Cummins Sales and Service  
Cummins Power South  
5534 Augusta Road  
Savannah GA 31408 United States  
Direct: 912-210-3383  
April 29, 2019

Project Name: Beaufort Co Sheriff Dept

Quotation: 166700000934984

Thank you for your inquiry. We are pleased to quote as follows:

		USD
Item	Description	Qty
	<b>Genset-Diesel, 60Hz,200kW</b>	
Install-US-Stat	U.S. EPA, Stationary Emergency Application	1
C200 D6D	Genset-Diesel, 60Hz,200kW	1
A331-2	Duty Rating-Standby Power	1
L090-2	Listing-UL 2200	1
L193-2	NFPA 110 Type 10 Level 1 Capable	1
L224-2	IBC Seismic Certification	1
L169-2	Emissions Certification, EPA, Tier 3, NSPS CI Stationary Emergency	1
R002-2	Voltage-277/480,3 Phase,Wye,4 Wire	1
B943-2	Alternator-60Hz,12L,480/277V,120C,40C amb	1
H703-2	Generator Set Control-PowerCommand 2.3	1
B184-2	Exciter/Regulator-Pmg, 3 Phase Sensor	1
A366-2	Engine Governor-Electronic, Isochronous Only	1
H536-2	Display Language-English	1
H012-2	Gauge-Oil Pressure	1
K796-2	Stop Switch-Emergency	1
KS53-2	Signals - Auxiliary, 8 Inputs/8 Outputs	1
H609-2	Control Mounting-Left Facing	1
A292-2	Heater-Alternator, 120 Volt AC	1
KV03-2	Load Connection-Single	1
KB72-2	CB or EB or TB-Bottom Entry, Right	1
KX51-2	CB,Loc A,125A-400A,3P,LSI,600VAC,80%,UL	1
C127-2	Separator-Fuel/Water	1
F179-2	Skidbase-Housing Ready	1
A422-2	Engine Starter - 12 VDC Motor	1
A333-2	Battery Charging Alternator-Normal Output	1



E125-2	Engine Cooling-High Ambient Air Temperature	1
H389-2	Shutdown-Low Coolant Level	1
E089-2	Extension-Engine Coolant Drain	1
F013-2	Duct Adaptor-Radiator Outlet	1
H669-2	Engine Coolant-50% Antifreeze, 50% Water Mixture	1
E153-2	Coolant Heater, Cold Ambient	1
D041-2	Engine Air Cleaner-Normal Duty	1
A379-2	Exhaust Muffler-Mounted	1
H706-2	Engine Oil	1
L189-2	ST 5YR 2500HR Parts + Labor + Travel	1
L050-2	Literature-English	1
A322-2	Packing-Skid, Poly Bag	1
F065-2	Rack-Battery	1
H268-2	Extension-Oil Drain	1
CP01-2	Common Parts Listing	1
SPEC-A	Product Revision - A	1
A054X752	Battery Heater Kit	1

**Commercial Accessories**

0300-5929-02	Annunciator-Panel Mounted With Enclosure (RS485)	1
Delivery Option 3	Factory Direct Shipment to Customer	1
Misc	Items	1
For Equipment	O&M Manuals	3
Testing	On site Bldg Load test	1
Training	On site Factory Training	1
On site	Start up, 4 hr resistive load bank - per spec	1
Day Tank	25 gal, Open top secondary containment	1
Bldg Load Test	Per spec - 2 hours	1
Crane	Boom out old - boom in new	1

M3-22-1210-E	Sens Charger - 300 microgenius	1
Install	turnkey	1
Preventive maint Plan	3 year - one trip each	1
Attic Stock	2 - each - oil/Fuel/Air	1
	<b>Commercial Accessories</b>	
A049W413	Vibration Isolator Restraint, Seismic-3040lbs, 0.78" Deflection, 3900lbs/in Spring Rate	6

**\$67,554.57**

**Tax**

**\$4728.81**

Grand Total **\$72,283.38**

**Note**

No fuel or tax included  
 Remove and install of existing genset with new Genset  
 Remove and replace Day tank with new  
 No special Tools required or supplied  
 Warrantee is for 5 years or 2500 hours (which ever first)  
 Rental Genset not included  
 Work to be done during normal business hours  
 3 year service agreement is full Service for 3 years

(check appropriate action):

RELEASE \_\_\_\_\_ Hold for Approval \_\_\_\_\_

Cummins Inc. Standard Terms and Conditions of Sales are attached and a part of this quotation.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

---

Customer Name (printed)

---

Company Name

## Additional Notations

### TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. In the event of any inconsistency between this Agreement and any purchase order or document produced or delivered by Customer, the terms and conditions of this Agreement shall take precedence.

**SCOPE.** Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. Any Quote is valid for 60 days. The price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

**SHIPPING; DELIVERY; DELAYS.** Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

**PAYMENT TERMS; CREDIT; RETAINAGE.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

**TAXES; EXEMPTIONS.** Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

**TITLE; RISK OF LOSS.** Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

**INSPECTION AND ACCEPTANCE.** Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

**LIEN; SECURITY AGREEMENT.** Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

**CANCELLATION; CHARGES.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

**MANUALS.** Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

**TRAINING; START UP SERVICES; INSTALLATION.** Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

**MANUFACTURER'S WARRANTY.** Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

**WARRANTY PROCEDURE.** Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

**LIMITATIONS ON WARRANTIES**

**THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that

are not part of the generating set.

**INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

#### LIMITATION OF LIABILITY

**NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

**DEFAULT; REMEDIES.** Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

**CUSTOMER REPRESENTATIONS; RELIANCE.** Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

**CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and

at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

**GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

**INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

**ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

**INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

**MISCELLANEOUS.** Cummins shall be an independent contractor under this Agreement.

All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement.

No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach.

Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern.

Cummins may incur additional charges which will be passed on to the Customer, as applicable.

**COMPLIANCE.** Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

DELIVERY TIMES are estimates Current estimated delivery for the equipment here in is \_\_\_\_\_ .

The offer is limited to specific sections of the specification and or drawings as listed here:

NFPA-30, 2013. The purchaser, installer and owner should contact the local AHJ in regard to meeting all local requirements for field testing, before ordering diesel fuel storage equipment. Be advised, that Cummins is acting only as a supplier (Vendor) in the transaction represented by this Quotation, and does NOT make any allowances for coordinating the execution of field testing or, make allowances for payment of the same in the price as Quoted. By acceptance of this Quotation, the Purchaser hereby acknowledges this Exclusion.

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**Submitted by**

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**John Carper , Territory Manager**  
**john.carper@cummins.com**  
**Mobile: 912-210-3383**



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Holy Trinity Lease Agreement

#### Council Committee:

Public Facilities

#### Meeting Date:

June 3, 2019

#### Committee Presenter (Name and Title):

Thomas Keaveny (County Attorney) and Phil Foot (Assistant County Administrator)

#### Issues for Consideration:

N/A

#### Points to Consider:

Twelve month lease of the Bob Jones property with the possibility of three (3) addition one-year extensions.

#### Funding & Liability Factors:

N/A

#### Council Options:

Seeking the Committee's approval for the lease agreement.

#### Recommendation:

To approve the lease agreement.





7. **COMPLIANCE WITH LAW.** The Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to the Lessee's use of the Premises.

8. **DEFAULT.** If a party shall breach a provision of this Lease and fail to cure the default within five (5) days of written notice thereof, the non-defaulting party shall have the right to pursue any and all available remedies at either law or equity.

9. **ENTIRE AGREEMENT.** The parties acknowledge that they have read and understand the terms of this Lease. This Lease contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions or representations that are not expressly set forth herein. This Lease may only be amended in writing signed by both the Lessor and the Lessee.

**ACKNOWLEDGEMENTS:**

**BEAUFORT COUNTY**

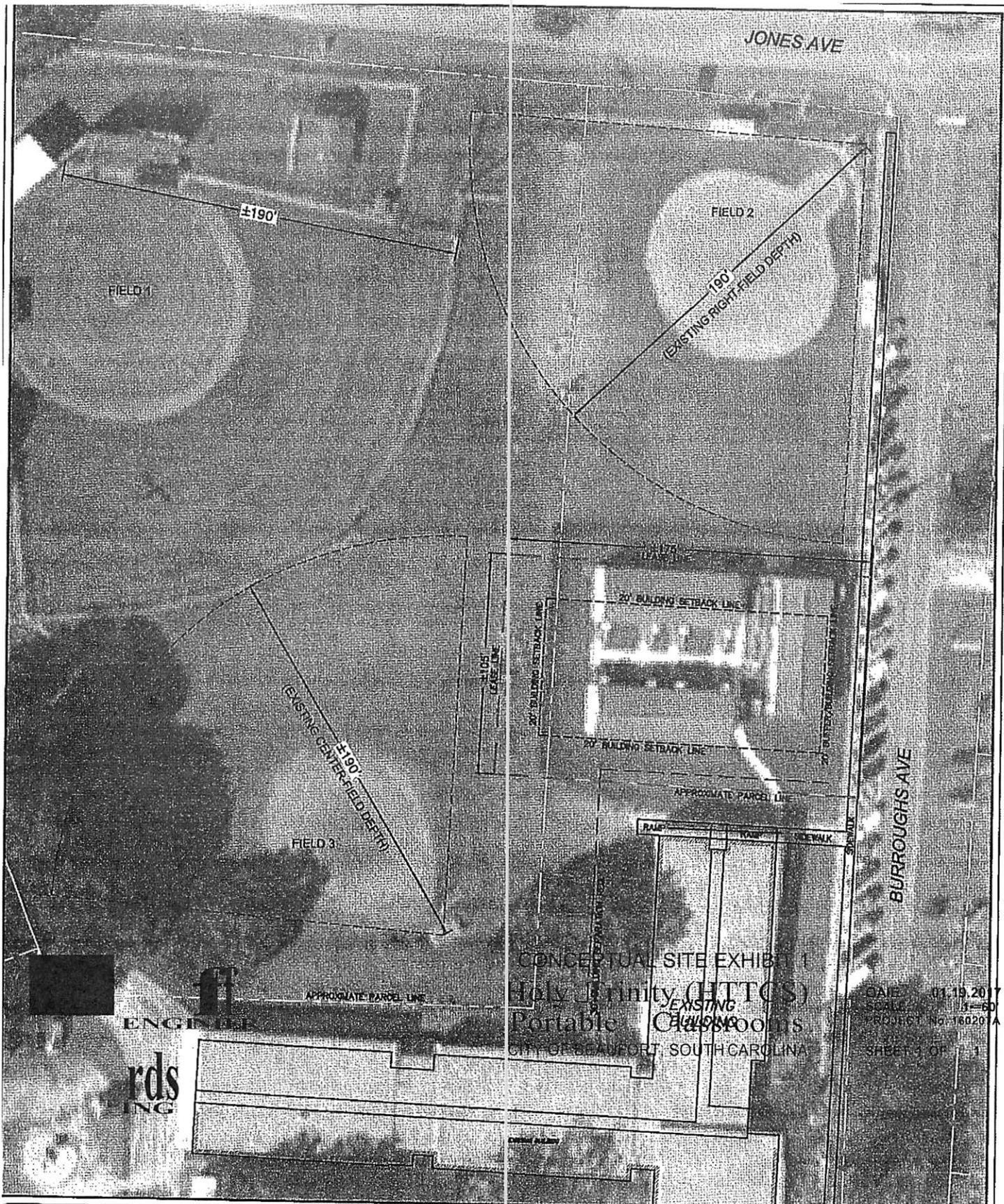
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Ashley M. Jacobs,  
Beaufort County Administrator

**HOLY TRINITY CLASSICAL  
CHRISTIAN SCHOOL**

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By: A. G. Solomons III,  
Board Member/Facilities Committee



CONCEPTUAL SITE EXHIBIT I  
 Holy Trinity (HTTC's)  
 Portable Classrooms  
 CITY OF SCAFFOLD, SOUTH CAROLINA

DATE: 01.19.2017  
 SCALE: 1"=60'  
 PROJECT No: 160207A  
 SHEET 1 OF 1

ENGINEER  
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 INC



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PROJECT INFORMATION:



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Lease Agreements Discussion

#### Council Committee:

Public Facilities Committee

#### Meeting Date:

June 3, 2019

#### Committee Presenter (Name and Title):

Stefanie M. Nagid, Passive Parks Manager

#### Issues for Consideration:

Review and discuss three lease agreements.

#### Points to Consider:

Lease agreements to consider:

1. Chechessee Property Lease Agreement with Landmark Baptist Church
2. Lucky Property Lease Agreement with Gene Bardo
3. Olsen Property Lease Agreement with Edwin and Sue Olsen

#### Funding & Liability Factors:

None at this time.

#### Council Options:

Discuss lease agreements and staff recommendations.

#### Recommendation:

Provide staff direction.

**BEAUFORT COUNTY ORDINANCE NO.: 2006/1**

**AN ORDINANCE**

**AN ORDINANCE AUTHORIZING THE LEASE OF COUNTY OWNED REAL PROPERTY TO GENE BARDO.**

**WHEREAS**, the County of Beaufort purchased Real Property of approximately 71 acres of which was formerly owned by Hubert and Marie Lucky (hereinafter the "Property") under the Beaufort County Rural and Critical Land Program; and

**WHEREAS**, the County of Beaufort is desirous of leasing the above described Property on a month to month basis, with 30 days notification of vacancy, from the date of acquisition; and

**WHEREAS**, Beaufort County Council finds that a Lease of the Property is in the best interests of the County of Beaufort and the public in general inasmuch as same furthers the governmental interest of fostering the general health, welfare and economic prosperity of the citizens of and visitors to the County of Beaufort, South Carolina; and

**WHEREAS**, S.C. Code Ann. §4-9-30(2) (1976, as amended) authorizes the County of Beaufort to lease real property owned by the County pursuant to the provisions set forth in S.C. Code §4-9-120 and 4-9-130 (1976, as amended).

**NOW, THEREFORE BE IT RESOLVED BY THE BEAUFORT COUNTY COUNCIL IN PUBLIC MEETING DULY ASSEMBLED:**

**SECTION 1.** Based upon the foregoing, the Beaufort County Council finds it appropriate and in the best interests of the County to enact this ordinance for the purposes of authorizing the lease of county owned real property described above on a month to month basis, with 30 days notification of vacancy, from the date of the County's acquisition of the above described property.

**SECTION 2.** This Ordinance was introduced and read at three (3) public meetings of the Beaufort County Council on three (3) separate days with an interval of not less than seven (7) days between the second and third readings and a public hearing was conducted upon timely and proper public notice all of which occurred on the dates shown below.

**SECTION 3.** The Beaufort County Administrator is authorized by this Ordinance to execute the documents necessary and proper to carry out the intent of this Ordinance.

**SECTION 4:** If any section, phrase, sentence or portion of this Ordinance is, for any reason, held, deemed or considered to be invalid, illegal, unenforceable, then such section, phrase,

THROUGH SOUTH

sentence or portion thereof shall be deemed separate, distinct and an independent provision and shall not affect the remaining portion thereof.

Adopted this 9th day of January, 2006.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: Wm. Weston J. Newton  
Wm. Weston J. Newton, Chairman

APPROVED AS TO FORM:

Kelly J. Golden  
Kelly J. Golden, Esquire  
Beaufort County Staff Attorney

ATTEST:

Suzanne M. Rainey  
Suzanne M. Rainey, Clerk to Council

First Reading: November 28, 2005  
Second Reading: December 12, 2005  
Public Hearing: January 9, 2006  
Third and Final Reading: January 9, 2006

## LEASE AGREEMENT

IN CONSIDERATION of the mutual promises, obligations and agreements herein set forth, this LEASE AGREEMENT is entered into as of this 1st day of December, 2005 by and between Gene Bardo, with a mailing address of 5 Winn Farm Road., Beaufort, SC 29906 ("LESSEE") and the County of Beaufort, South Carolina, having a mailing address of County of Beaufort, Administrator, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228 ("LESSOR"). LESSOR is the owner of Real Property to the Leased Premises (as herein defined) hereby consents to this lease by LESSOR to LESSEE.

1. Description of Premises. LESSOR hereby agrees to lease to LESSEE, and LESSEE hereby agrees to accept, subject to the terms and conditions set forth below, the land consisting of approximately 71 acres and a single family residence thereon currently occupied by LESSEE, located at 5 Winn Farm Road, Beaufort, South Carolina 29906 (the "Leased Premises").

2. Term. The term of this Lease shall commence on December 30, 2004 and shall terminate on an undetermined time (the "Term") unless sooner terminated pursuant to the provisions of this Lease.

3. Base Rent. The monthly rent for the Term of this Lease is Six Hundred Fifty Dollars (\$650.00), which LESSEE covenants to pay to LESSOR on the first day of each month. A check for the Base Rent will be payable to Beaufort County Treasurer, with a mailing address of County of Beaufort, Attn: Controller, P.O. Drawer 1228, Beaufort, SC 29901-1228.

4. Heat, Water, Utility Charges. LESSEE shall pay all utility charges for electricity, gas, and other utility services used on the Leased Premises (including telephone).

5. Compliance with Laws. LESSEE shall not make or permit any use of the Leased Premises which will be unlawful, improper, or contrary to any applicable law or municipal ordinance (including without limitation all zoning, building or sanitary statutes, codes, rules, regulations, or ordinances), or which will make voidable or increase the cost of any insurance maintained on the Leased Premises by LESSOR.

6. Condition of the Leased Premises. LESSEE is fully familiar with the physical condition of the Leased Premises. LESSOR has made no representation in connection with the condition of the Leased Premises and shall not be liable for any latent defects therein; provided however, that if such latent defects render the Leased Premises untenantable for the purposes of this Lease, LESSEE may, at its option, upon prior written notice to LESSOR, terminate this Lease.

7. Furnishing of the Leased Premises. LESSEE shall, at its sole cost

and expense, provide any furnishings for the Leased Premises.

8. Repairs. Subject to applicable law, LESSEE shall keep and maintain the Leased Premises and all equipment and fixtures thereon or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Term of this Lease or may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to LESSEE's negligence) only excepted. If LESSEE fails within a reasonable time to make such repairs, or makes them improperly, then and in any such event or events, LESSOR may (but shall not be obligated to) make such repairs and LESSEE shall reimburse LESSOR for the reasonable cost of such repairs in full, as additional rent, upon demand.

9. Fixtures. The improvement or fixtures installed by LESSEE which are located on or are affixed to the real estate must be removed upon the termination of this Lease, and all damage or defacement of the Leased Premises caused by such removal must be repaired by LESSEE to the satisfaction of LESSOR. Any improvements or fixtures which are not removed prior to the termination of this Lease shall become the property of LESSOR.

10. Alterations and Improvements. LESSEE shall have the option and the right, at its expense, to improve the decor and appearance of the exterior or interior of the single family residence located on the Leased Premises, but shall not construct any other structures on the Leased Premises. Any work done by LESSEE shall be done in accordance with all applicable laws and regulations, with a proper permit, using first-class materials and in a workmanlike manner. LESSEE shall pay when due all claims for labor or materials furnished or alleged to have been furnished to or for LESSEE at or for use in the Leased Premises, which claims are or any be secured by any mechanics' liens or materialmens' liens against the Leased Premises.

11. Fire, Other Casualty. Should a substantial portion of the Leased Premises be damaged by fire or other casualty, LESSOR shall terminate this Lease. When such fire, casualty, or taking renders the Leased Premises or any part thereof unfit for use and occupancy, a just and proportionate abatement of rent shall be made.

12. Condemnation. If the Leased Premises are partially or wholly taken for any public use, LESSOR or LESSEE may terminate this Lease by giving written notice to the other party within five (5) days after the taking becomes final.

13. Insurance. LESSEE understands and agrees that LESSEE bears full responsibility for insuring LESSEE's personal property. LESSEE shall also carry comprehensive general liability insurance insuring LESSOR and its agents and LESSEE. LESSOR shall obtain and keep in force during the Term of this Lease public liability insurance insuring LESSOR against liability arising out of ownership, use, occupancy or maintenance of the Leased Premises or the building of which it is a part.



At his election, LESSOR may also obtain and keep in force during the Term of this Lease casualty insurance insuring the value of the structures on the Leased Premises.

14. Subletting and Assignment. LESSEE shall not assign this Lease nor sublet the Leased Premises in whole or in part, nor mortgage or otherwise transfer or encumber all or any part of LESSEE's interest in the Lease or the Leased Premises.

15. Entry, Inspection and Maintenance. LESSEE shall allow LESSOR or its agents during the Term, at any time to enter and view the Leased Premises and to make repairs and alterations if they should elect to do so.

16. Quiet Possession. LESSOR covenants and warrants that LESSOR has full right and lawful authority to enter into this Lease for the full Term hereof. LESSOR further covenants and warrants that if LESSEE shall discharge the obligations herein set forth to be performed by LESSEE, then LESSEE shall have and enjoy the quiet and undisturbed possession of the Leased Premises for the uses herein described, together with all appurtenances thereto.

17. Default and Remedies. In the event that: (a) LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or (b) LESSEE shall default in the observance or performance of any other of LESSEE's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or (c) LESSEE shall be declared insolvent, or shall be adjudicated or bankrupt, or shall assign its assets for the benefit of creditors, or (d) the Leased Premises shall be taken on execution, LESSOR may immediately, or at any time thereafter, (1) make demand to LESSEE to quit, or (2) elect to enter upon said Leased Premises and to take possession thereupon, whereupon, after either (1) or (2), this Lease shall absolutely terminate and it shall be no defense to LESSEE that previous violations of any covenants have been waived by LESSOR either expressly or by implication. Any such election by LESSOR shall not discharge LESSEE's obligations under this Lease and LESSEE shall indemnify LESSOR against all loss or damages suffered by reason of such termination.

18. Termination. LESSEE agrees to quit and deliver up the Leased Premises peaceably and quietly to LESSOR, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated upon thirty days (30) notice from Lessor to Lessee or upon the occurrence of any of the events set forth in Paragraph 17.

19. Waiver. LESSEE agrees that the failure of LESSOR to insist upon strict performance of any of the covenants or conditions herein contained, shall not constitute or be construed as a waiver or relinquishment of LESSOR's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

20. Notices. All notices hereunder by LESSOR to LESSEE shall be given in hand or by registered or certified mail, return receipt requested, addressed to LESSEE at the Leased Premises, or to such other address as LESSEE may from time to time give to LESSOR for this purpose, and all notices by LESSEE to LESSOR shall be given in hand or by registered or certified mail, return receipt requested, addressed to LESSOR's address shown in the initial paragraph of this Lease, or to such other address as LESSOR may from time to time give in writing to LESSEE for this purpose. Such notice shall be deemed delivered, if by hand when hand delivered or if by mail when deposited with the US Postal Service.

21. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction or by any future legislative action, such holding or such action shall not invalidate or render unenforceable any other provisions hereof.

22. Miscellaneous. This Lease is to be construed as a South Carolina lease; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns; and may be cancelled, modified or amended only by written instrument signed by both LESSOR and LESSEE.

24. Non-Recourse. No shareholder, officer, director, trustee or employee of LESSOR shall be personally liable for the performance or observance of any obligation expressed or implied hereunder.

25. Security Deposit. LESSOR acknowledges receipt from LESSEE of Six Hundred Fifty Dollars as the Security Deposit to be held by LESSOR, as security, without interest, for and during the Term, which deposit shall be returned to LESSEE at the termination of this Lease, provided there exists no breach of any undertaking of LESSEE. If all or any part of the Security Deposit is applied to an obligation of LESSEE hereunder, LESSEE shall immediately upon request by LESSOR restore the Security Deposit to its original amount. LESSOR may apply the Security Deposit to repair any damage to the Leased Premises caused by LESSEE. The balance of the Security Deposit, if any, will be returned to LESSEE when he vacates the Leased Premises at the end of the Term.

IN WITNESS WHEREOF, the parties hereto have executed this Lease all as of the date first-above written.

Atac W. Bradshaw  
Witness  
Chris Harris  
Witness

LESSOR:  
Beaufort County  
By: Gary T. Kubic  
Gary T. Kubic, County Administrator

Approved as to form:  
[Signature]  
Beaufort County Attorney

LESSEE:

[Signature]  
Gene Bardo

[Signature]  
Witness

[Signature]  
Witness

## ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the "Assignment") dated July 12, 2013 (the "Effective Date"), by and among Rose Marie Matthew and Margaret Ducitt ("Assignor"), whose mailing address is c/o Marc Fisher, Esq., 811 Craven Street, Beaufort, South Carolina, 29902 and Beaufort County ("Assignee"), whose mailing address is P.O. Box 1228, Beaufort, South Carolina, 29901-1228.

### WITNESSETH

WHEREAS, pursuant to that certain General Warranty Deed dated as of the date hereof (the "Deed"). Assignor has granted, bargained, sold, and conveyed that certain piece or parcel of real property situated in Beaufort County, South Carolina as described in Exhibit A, together with all buildings and other improvements thereon (the "Real Property" or "Premises"); and

WHEREAS, Assignor desires to assign to Assignee Assignor's interest as landlord under any and all leases, licenses and other occupancy agreements ("Leases") relating to the Real Property listed on Exhibit B attached hereto, and those security deposits, prepaid rents, and other sums, if any, held by Assignor as the landlord under any of the Leases and all interest accrued thereon (the "Security Deposits"), and Assignee desires to accept such assignment and assume the obligations of Assignor under the Leases first arising and to be performed on and after the Effective Date.

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

1. Assignor hereby assigns, sets over and transfers unto Assignee all of the right, title and interest of Assignor in, to and under the Leases and in and to the Security Deposits, and Assignee hereby accepts the within assignment and assumes and agrees with Assignor to perform and comply with and to be bound by all the terms, covenants, agreements, provisions, and conditions of the Leases on the part of Assignor first arising on or after the Effective Date (the "Assumed Obligations"), in the same manner and with the same force and effect as if Assignee had originally executed the Leases, whereupon Assignor shall be released from any further obligation or liability under the Leases with respect to the Assumed Obligations from and after the Effective Date.

2. Assignor does hereby agree to promptly perform, execute and/or deliver any and all such further acts and assurances as Assignee may reasonably require to properly consummate the transfer of the Security Deposits to Assignee following Assignor's receipt from Assignee of written demand for same.

3. Assignor shall indemnify, protect, defend and hold Assignee, its legal representatives, successors and assigns harmless from and against any losses, damages, expenses, fees (including without limitation, attorneys' fees), costs, liabilities, claims and demands in connection with the Leases as to events occurring prior to the Effective Date.

4. Assignor shall promptly forward any and all lease payments it receives from the tenants of the Leases after the Effective Date, to the extent such payments pertain to periods following the Effective Date.

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed this instrument as of the first day above written.

WITNESSES:

Collette E. Lewis  
Miriam J. J. J. J. J.

ASSIGNOR:

By: Rose Marie Matthew  
By: Margaret D. Dueitt

STATE OF Georgia )  
COUNTY OF Dougherty )

ACKNOWLEDGEMENT

I, the undersigned notary public, do hereby certify that **Rose Marie Matthew and Margaret Dueitt** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this 11 day of July, 2013.



Lisa Currington  
Notary Public for Dougherty County, GA  
My Commission Expires July 24, 2016

AFFIX SEAL

[Signatures Continue on Following Page]

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed this instrument as of the first day above written.

WITNESSES:

ASSIGNEE:

Cheryl Harris  
\_\_\_\_\_

Beaufort County  
By: [Signature]  
Name: \_\_\_\_\_  
Title: County Administrator

STATE OF South Carolina  
COUNTY OF BEAUFORT

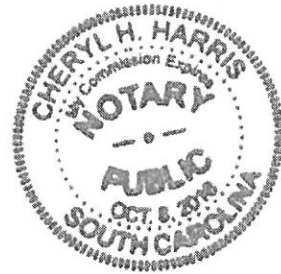
)  
) ACKNOWLEDGEMENT  
)

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

WITNESS my hand and seal this 12th day of July, 2013.

Cheryl Harris  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

AFFIX SEAL



**EXHIBIT A**

Legal Description of Real Property

ALL that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the southeast corner of that property shown as "1,742,479 sq. ft. 40.00 acres" on that certain plat entitled: "PRELIMINARY BOUNDARY SURVEY TAX PARCEL R600 010 000 001A PREPARED FOR BEAUFORT COUNTY TOWN OF BLUFFTON BEAUFORT COUNTY, SOUTH CAROLINA" dated July 1, 2013, and prepared by David E. Gasque, R.L.S., of Gasque & Associates, Inc., which property is bound by a wire fence on the northern and western boundaries, by Sutler Road on the eastern boundary for a distance of 191.87, and Chechessee Road 66' R/W on the southern boundary.

EXHIBIT B

Leases

(a) Mont to Month Lease agreement between Rose Marie Matthew and Margaret Dueitt;



STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )

LEASE

THIS LEASE, made and entered into this 12<sup>th</sup> day of July, 2013, by and between Beaufort County (hereinafter referred to as "Landlord") and Landmark Baptist Church located at 23 Sutler Road, Okatie, South Carolina, 29909 (hereafter referred to as "Tenant"),



For and on account of the consideration described below, Landlord and Tenant agree as follows:

1. PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon the terms and conditions set out below, that parcel of land, together with the buildings and improvements thereon, commonly known as 23 Sutler Road, Okatie, South Carolina, 29909, and being more fully shown on Exhibit "A" attached hereto (said real property, together with the improvements, being hereinafter collectively called the "Premises").



2. USE. The Premises shall be used for any lawful purpose in the furtherance of Tenant's church. No other use shall be permitted without the prior written consent of the Landlord, which consent may not be unreasonably conditioned, withheld, or delayed. No activity or practice in violation of any law, ordinance or government regulation shall be done or conducted on the Premises.

3. TERM AND DELIVERY OF PREMISES.

(A) The Lease shall be a month to month lease and a continuation of that unwritten month to month lease in place by and among Rose Marie Matthews and Margaret Dueitt and the Tenant, which was assigned by the Landlord and assumed by the new landlord, Beaufort County, by and through that certain Assignment and Assumption of Lease dated July 12, 2013.

4. RENT.

(A) Tenant agrees to pay rent to Landlord, due and payable in advance on the first day of each month, a monthly amount of Two Hundred (\$200.00) Dollars.

(B) Rent shall not be withheld for any reason and is not subject to offset. Without prejudice to Landlord's rights to declare Tenant in default for failure to make timely payment of rent, if Landlord does not receive rent by the 5th of the month, then a late payment of 5% of the total monthly rent shall be applied to the rental amount. The acceptance of rent by Landlord at any time shall not constitute a waiver of any right of Landlord. ~~Rent during any period of holdover by Tenant shall be paid at eight (8) times the applicable monthly rent.~~



5. ~~TAXES, INSURANCE AND OTHER ASSESSMENTS. Tenant shall pay the real property taxes and carry/pay for appropriate property insurance on the Premises.~~

6. Tenant shall contract for and be responsible to pay, before delinquency, directly to the provider thereof, all use charges for water, natural gas, electrical power, telephone services, dumpster service, water and sewage disposal and other utility charges as well as any waste disposal fees charged to the Premises.

7. TENANT'S MAINTENANCE AND REPAIR OF PREMISES. Tenant shall not allow or commit any waste and shall keep and maintain the Premises in good condition and repair, ordinary and reasonable wear and tear excepted. Tenant shall pay for the replacement of all broken glass in the Premises and shall pay for the repair of any damage to the Premises caused by the negligence or intentional act of it, its agents, customers or vendors. Tenant shall, at its own expense, keep and maintain in good repair the structural parts of the building, which shall include only the roof, foundation and exterior walls. Tenant's responsibility to maintain the Premises shall include the servicing, repair, maintenance, and replacement of plumbing, electrical, ventilating, heating and air conditioning systems, including all pipes, wiring, fixtures, filters, equipment machinery, boilers, furnaces, compressors and appliances. Tenant shall also repair and be responsible for any damage caused by stoppage, breakage, leakage overflow, discharge or freezing of pipes. Tenant shall be responsible to maintain, repair and/or replace all heating and air conditioning units in good working order during the term of this Lease Agreement. If any part of the Premises is damaged by the Tenant or Tenant's agents or invitees or by anyone breaking or entering the premises, Tenant shall notify Landlord in writing detailing the damage. If Tenant fails to make the necessary repairs to the damage, as required under this Lease, within thirty (30) days, then Landlord may elect to repair the damage without liability to Tenant and Tenant shall reimburse Landlord for the work performed.

8. LANDLORD'S MAINTENANCE AND REPAIR OF PREMISES. Tenant to take building in "AS IS" condition without representation or warranty and Tenant shall be responsible for making any repairs and for handling all maintenance of the building and its systems as needed as set forth in Paragraph 7.

9. ~~SUBORDINATION OF LEASE. The rights of Tenant shall be and remain subordinate to the right and lien of the mortgagee under any mortgage upon the property upon which the Premises are situated given by Landlord before or during the term of this Lease, and, if requested by mortgagee, Tenant will execute a subordination agreement; provided, however, that this Lease and the rights of Tenant shall not be disturbed in the event of foreclosure or other action taken under the mortgage by the mortgagee as long as Tenant is not in default under this Lease. Further, Tenant shall sign any estoppel certificate required by Landlord's mortgagee provided the facts therein are accurate.~~

10. SECURITY DEPOSIT. Not applicable.

11. OCCUPANCY AND ACCEPTANCE OF PREMISES. By entering into and occupying the Premises, Tenant acknowledges that premises are in good working order

and repair, and agrees to occupy the premises in "As Is" condition without representation or warranty from the Landlord.

12. ALTERATIONS, CHANGES AND ADDITIONS. No structural changes or alterations or additions shall be made by Tenant to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably denied. Any such structural change, alteration or addition to or on the Premises made with the aforesaid written consent of Landlord shall remain for the benefit of and become the property of Landlord, unless otherwise provided in the written consent. Any improvements, such as fixed partitions, wall carpet, lighting, attached shelving, (with the exception of any personal property owned by the U.S. government) and other items, the removal of which would necessitate replacement or repair work by Tenant, shall, at the option of Landlord, become the property of Landlord upon the termination of this Lease without any obligation to make payment to Tenant for such property, and such property may not be removed by Tenant without Landlord's written permission. Tenant may install, at its expense and without Landlord's consent, trade fixtures, movable partitions, furniture, equipment, and other personal property, and may remove the same at any time. If any damage is caused to the Premises by Tenant's removal, maintenance, or installation of any property, Tenant shall bear the cost of any such repair. Tenant shall not install or maintain any equipment, partitions, furniture or apparatus, the weight or operation of which would tend to injure or be detrimental to the Premises. Tenant must submit its plans to Landlord for approval before beginning any work. All work materials must be new and of equal or greater quality and dimension as that presently existing. All work must be done to all applicable building codes. Landlord has the right to pass reasonable rules and regulations concerning the Premises with which Tenant must comply. Any mechanic's lien or other lien placed against the Premises as a result of work done by Tenant or someone on Tenant's behalf or allowed to be done for Tenant's behalf must be bonded off by Tenant within thirty (30) days of being filed against the Premises.

13. ENTRY BY LANDLORD. Landlord shall have the right to enter the Premises during regular business hours for the purpose of inspection or posting notices. Except in the case of an emergency, Landlord shall give prior notice to Tenant of desire to enter subject premises.

14. ASSIGNMENT AND SUBLETTING. Tenant shall not assign neither this Lease nor any interest in it voluntarily or otherwise, nor shall Tenant sublet any part of the Premises.

15. DEFAULT BY TENANT. In the event: (i) any installment of rent is not paid at the time and place when and where due and Tenant fails to pay said rent within five (5) days after notice from Landlord; (ii) the Premises shall be deserted or vacated without Landlord's prior written consent; (iii) Tenant shall fail to comply with any term, provision, condition, obligation or covenant of this Lease, other than the payment of rent, and shall not cure such failure within fifteen (15) days after notice to Tenant of such failure to comply; or (iv) Tenant shall fail to comply with any term, provision, condition, or covenant under any other agreement between Tenant and Landlord, or breach any obligation owing to Landlord or any affiliate of Landlord, and shall not cure such failure

or breach within fifteen (15) days after notice thereof to Tenant, then in any of such events, Landlord shall have the option at once, or during continuance of such default or condition to do any of the following, in addition to, and not in limitation of any other remedy permitted at law or in equity or by this Lease:

(A) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant shall be liable to Landlord for all loss, damage and expense which Landlord may suffer by reason of such termination, whether through inability to relet the Premises, through decrease in rent, through incurring court costs, reasonable attorneys' fees or other costs in enforcing this provision or otherwise;

(B) Landlord also retains the right to apply for and obtain a dispossessory action against Tenant and to hold Tenant liable for all costs incident to seeking such dispossessory action, including actual attorney's fees or other costs.

Pursuit of any of the foregoing remedies shall not preclude pursuit of, and Landlord shall be entitled to, any other remedies herein provided or any other remedies provided by law or equity. Any notice under this Lease may be given by Landlord or its attorney.

16. INJURIES, PROPERTY DAMAGE AND TENANT'S INSURANCE OBLIGATIONS (in addition to those contained in Paragraph 5). Tenant agrees to indemnify and hold harmless Landlord from any and all claims of any kind or nature arising from Tenant's use of the Premises, and Tenant hereby waives all claims against Landlord for damage to goods, wares or supplies or for injury to persons in and upon the Premises from any cause whatsoever, except such as might result from the gross negligence of Landlord. Tenant shall at all Times during the term, and at its sole expense, keep in effect liability insurance in the names of and for the benefit of Tenant and Landlord, and each original policy, or a certified copy or a satisfactory certificate of the insurer evidencing the coverage in force, premium payment and provision for written notification to Landlord of cancellation or material changes in the policy, shall be deposited with Landlord. Said insurance policy shall provide liability insurance with minimum limits of \$1,000,000/\$1,000,000/\$500,000. Tenant shall have the right to settle and adjust all liability claims and all claims against the insuring companies, but without subjecting Landlord to any liability or obligation. Tenant shall name Landlord and Mortgage Holder, if any, as additional insured on this policy.

17. DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY. If the Premises are damaged or destroyed by fire, windstorm or any other casualty, for which Landlord is required to carry insurance, Landlord shall repair the Premises within a reasonable time, subject to delays due to adjustment of insurance claims, negotiating with contractors, permitting issues, strikes and other causes beyond Landlord's reasonable control. In the event of damage or destruction to the Premises, the rent shall not be abated wholly or proportionately. If the damages or destruction of the Premises should be so extensive as to require the substantial rebuilding (i.e. the expenditure of fifty (50%) percent or more of the replacement cost of the building), Landlord or Tenant shall have the right to terminate this Lease by written notice to the other given within sixty (60) days

after the occurrence of such damage or destruction, and Landlord shall receive all of the proceeds of any applicable fire, hazard or other insurance.

18. CONDEMNATION. In the event that all or any part of the Premises shall be taken or condemned through the exercise of the power of eminent domain, with or without litigation, and Tenant and the Landlord shall jointly determine that the remaining portion of the Premises is not reasonably suitable for its use and occupation, Tenant may, upon giving written notice to Landlord within ninety (90) days after the date of such taking, terminate this Lease, and Landlord shall refund any unearned rent paid in advance by Tenant. If Tenant does not terminate this Lease, it shall continue in force as to the remaining portion of the premises, and the monthly rent payable by Tenant shall be abated accordingly. Landlord shall, at its own expense, make any repairs or alterations to the Premises made necessary by such condemnation.

In the event of the taking of all or any portion of the Premises, Tenant shall cooperate in pursuing Landlord's claim for damages against the condemning or taking authority. Neither party shall make any claim against the other as a result of the condemnation, and Tenant shall not be entitled to any part of the condemnation award.

19. ENFORCEMENT. If any action at law or in equity shall be brought to recover any rent under this Lease, on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this Lease, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's cost, a reasonable attorney's fee, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

20. QUIET ENJOYMENT. Landlord agrees that Tenant, keeping and performing the covenants of this Lease, shall at all times during the term of this Lease peaceably and quietly have, hold, and enjoy the Premises.

21. NOTICES. Any notice, demand or communication may be given, served or delivered by mailing by registered mail, with postage prepaid to Tenant, addressed to Tenant at 2 Sutler Road, Okatie, South Carolina, 29909 and if to Landlord, addressed to PO Box 1228, Beaufort County, South Carolina 29901-1228 (with a copy to The Pflug Law Firm, LLC, PO Box 801, Mount Pleasant, SC 29465-0801, Attention: Chaun William Pflug).

22. SURRENDER OF PREMISES. Tenant agrees to turn over all keys and to surrender the Premises at the termination of this Lease, leave in the same condition (or as altered pursuant to the provisions of the Lease) as when delivered to Tenant, ordinary wear and tear excepted, and, subject to the provisions of Paragraph 12, Tenant shall remove all of its property. ~~Tenant shall pay a reasonable cleaning charge should it be necessary for Landlord to restore or cause to be restored the Premises to the same condition as when delivered to Tenant.~~

23. RIGHTS OF SUCCESSORS AND ASSIGNS. The covenants and agreements contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties, assigns, and successors in interest, except as otherwise provided in this Lease.

24. WAIVER. The failure of either party to require strict compliance with the provisions of this Lease shall not constitute a waiver of or otherwise prevent either party from subsequently requiring strict compliance.

25. WHOLE AGREEMENT. This Lease constitutes the whole agreement between the parties, and may not be amended unless in writing and signed by both parties.

26. CONSTRUCTION. When appropriate, words of any gender shall mean and include the other genders, and singular shall mean and include the plural, and vice versa.

27. COUNTERPARTS. This Lease is executed in duplicate counterparts, each of which is deemed to be an original, and both shall constitute one and the same instrument.

28. SIGNS. Any additional, new, and or modified signage placed on the building or on the Premises must be approved by the Landlord in advance.

29. Intentionally Deleted.

30. SOUTH CAROLINA LAW. This Lease Agreement shall be enforced and governed under the Laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first written above.

WITNESS:

Cheryl Harris

\_\_\_\_\_

LANDLORD:

BEAUFORT COUNTY,

By: [Signature]

Its: County Administrator

TENANT:

LANDMARK BAPTIST CHURCH

By: DR. Paul Paul

Its: Pastor

[Signature]

\_\_\_\_\_

"EXHIBIT A"  
LEGAL DESCRIPTION

ALL that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the southeast corner of that property shown as "1,742,479 sq. ft. 40.00 acres" on that certain plat entitled: "PRELIMINARY BOUNDARY SURVEY TAX PARCEL R600 010 000 001A PREPARED FOR BEAUFORT COUNTY TOWN OF BLUFFTON BEAUFORT COUNTY, SOUTH CAROLINA" dated July 1, 2013, and prepared by David E. Gasque, R.L.S., of Gasque & Associates, Inc., which property is bound by a wire fence on the northern and western boundaries, by Suttler Road on the eastern boundary for a distance of 191.87, and Cheechessee Road 66' R'W on the southern boundary.





## TENANT ESTOPPEL CERTIFICATE

Beaufort County  
PO Box 1228  
Beaufort, South Carolina 29901-1228  
Attention: Josh Gruber, Esq.

RE: 2 Sutler Road, Okatie, South Carolina, 29909, Beaufort County, South Carolina  
(the "Property")

The undersigned, as Tenant of that certain church and associated improvements under that certain unwritten month to month (the "Lease") made with Rose Marie Matthews and Margaret Dueitt ("Landlord") of the Property, (See Exhibit A for legal description) hereby certifies to and agrees with Beaufort County as follows:

(1) That the undersigned had entered into occupancy and possession of a portion of the Property;

(2) That the Lease is in full force and effect, no other party has rights in the Property under the Lease except for the undersigned and the Lease has not been assigned, modified, supplemented or amended in any way;

(3) That the Lease represents the entire agreement between the parties as to said leasing, and the monthly rental amount is \$200.00; real estate taxes, and other sums, if applicable, payable by Tenant under the Lease have been fully paid in accordance with the provisions of the Lease; and that Tenant has not been granted and is not entitled to any free rental or any concession in or abatement of rent;

(4) That the expiration date of the term of the Lease is upon thirty (30) days written notice. The undersigned has no rights to renew or extend the term of the Lease except as follows: N/A.

(5) That all conditions of the Lease to be performed by Landlord and necessary to the enforceability of the Lease have been satisfied;

(6) That there are no defaults by either Tenant or Landlord thereunder, and no event has occurred or situation exists which would, with the passage of time, constitute a default under the Lease;

(7) That no rents have been prepaid;

(8) That on this date there are no existing defenses, offsets, claims or credits which the undersigned has against the enforcement of the Lease by Landlord;

(9) The undersigned has not paid a security deposit to the Landlord.

EXECUTED this 11 day of July, 2013.

WITNESS:

Leanne Foley

TENANT:

Landmark Baptist Church

By: [Signature]  
Print Name: Ricky D PARKER  
Title: PASTOR

Exhibit A

ALL that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the southeast corner of that property shown as "1,742,479 sq. ft. 40.00 acres" on that certain plat entitled: "PRELIMINARY BOUNDARY SURVEY TAX PARCEL R600 010 000 001A PREPARED FOR BEAUFORT COUNTY TOWN OF BLUFFTON BEAUFORT COUNTY, SOUTH CAROLINA" dated July 1, 2013, and prepared by David E. Gasque, R.L.S., of Gasque & Associates, Inc., which property is bound by a wire fence on the northern and western boundaries, by Sutler Road on the eastern boundary for a distance of 191.87, and Chechessee Road 66' R/W on the southern boundary.

ADDENDUM ONE

STATE OF SOUTH CAROLINA }  
COUNTY OF BEAUFORT }

The parties hereby agree to amend and modify that certain Lease dated December 15, 2016 between Edwin R. Olsen and Sue Schrank Olsen, ("Tenant") and Beaufort County, a political subdivision of the State of South Carolina, ("Landlord"), a copy of which is attached hereto, for certain premises located along Heffalump Road, Okatie, South Carolina which constitutes a portion of R600 013 000 003C 0000 as follows:

**Section 2. Term.** The term of the Lease Agreement will be extended five (5) years beyond its current term which is set to expire December 15, 2019. With the extension the Lease Agreement will expire December 15, 2024.

**Section 7. USE OF PREMISES.** The first sentence of paragraph two, Section 7, which currently provides: "The demised premises also contains a barn with adjacent corrals and fenced fields that are currently being used for grazing by no more than two (2) donkeys and one (1) horse." The parties agree to amend this sentence to provide: "The demised premises also contains a barn with adjacent corrals and fenced fields. Tenant may board and graze a reasonable number of domestic animals of his choice in this area."

All other terms and condition of the Agreement dated December 15, 2016 which are not changed by this Addendum (specifically including but not limited to Section 8. Tenant's Obligations as well as the remaining provisions of paragraph two, Section 7) remain in full force and effect.

Agreed this 8th day of June, 2018.

Clayton H. Harris  
Witness

Landlord:  
[Signature]  
By: Joselyn A. Gruber  
Its: Interim County Administrator

Rina P. Escobar.  
Witness

Tenant:  
[Signature]  
Edwin R. Olsen  
[Signature]  
Sue Schrank Olsen

COUNTY OF BEAUFORT )  
STATE OF SOUTH CAROLINA )

LEASE AGREEMENT

WHEREAS, Beaufort County, by and through that certain purchase agreement dated the 15<sup>th</sup> day of December, 2016, purchased a parcel of land known in the Office of the Assessor for Beaufort County, South Carolina as R600 013 000 003C 0000 from Edwin R. Olsen and Sue Schrank Olsen;

WHEREAS, as part of the consideration of the above referenced purchase, the parties agreed that a portion of the premises would be leased back to the Sellers, Edwin R. Olsen and Sue Schrank Olsen for a period of at least three years;

WHEREAS, the parties hereto are desirous of memorializing the lease back agreement and to agree to the terms of the lease back in a separate agreement as set forth below;

NOW THEREFORE, in consideration of the mutual promises, obligations and agreements herein set forth, this Lease Agreement (referred to as the "Lease") is made and entered into on this \_\_\_\_\_ day of December, 2016, between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" and having a mailing address of County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **Edwin R. OLSEN and Sue Schrank Olsen**, with a mailing address of 1 Heffalump Rd., Okatie, SC 29909, hereinafter referred to as "Tenant".

Whereas Landlord leases to Tenant the following described premises:

**1. DESCRIPTION OF LEASED PREMISES.**

Property Description attached hereto as "Exhibit A"

A Portion of: DMP: R600 013 000 003C 0000

**2. TERM.** The term of this Lease shall be for a period of three (3) years, commencing on the 15<sup>th</sup> day of December, 2016, and terminating on the 15<sup>th</sup> day of December, 2019, unless sooner terminated pursuant to the provisions of this Lease.

**3. RENT.** Tenant agrees to pay, without demand, to Landlord as rent for the demised premises, the sum of One Dollar (\$1.00) per month, in exchange for considerations and obligations as outlined heretofore.

APPROVED FOR RECORDING  
BY: *Donna J. Vandy*  
BEAUFORT COUNTY ATTORNEY  
DATE: 12/14/2016

4. **HEAT, WATER, TELEPHONE and OTHER UTILITY CHARGES.** Tenant shall be responsible for arranging for and paying all utility services required on the premises.

5. **COMPLIANCE WITH LAWS.** Tenant shall not make or permit any use of the Leased Premises which will be unlawful, improper, or contrary to any applicable law or ordinance, including without limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances, or which will make voidable or increase the cost of any insurance maintained on the leased premises by Landlord.

6. **CONDITION OF THE LEASED PREMISES.** Tenant is fully familiar with the physical condition of the Leased Premises, including but not limited to the residence, sheds, barns, and other out buildings located thereon. Landlord has made no representation in connection with the Leased Premises and shall not be liable for any latent defects therein; provided however, that if such latent defects render the Leased Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

Tenant stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition.

7. **USE OF PREMISES.** The demised premises shall be used and occupied by Tenant exclusively as a private single family residence and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence, Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this Agreement.

The demised premises also contains a barn with adjacent corrals and fenced fields that are currently being used for grazing by no more than two (2) donkeys and one (1) horse. This area shall be included in this lease and may be used by the Tenant. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this Agreement.

8. **TENANTS OBLIGATIONS:** Except as may result from and/or being prevented by *force majeure*, such as storms, hurricanes, earthquakes, etc., Tenant agrees and shall maintain the Leased Premises during the term of this Lease and any extensions hereof as follows: (1) comply with all obligations

primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; (2) keep the dwelling unit and that part of the premises that he/she uses reasonably safe and clean; (3) dispose from the dwelling unit all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner; (4) keep all plumbing fixtures in the dwelling unit or used by other Tenant reasonably clean and in working order; (5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the premises and to keep said systems in good working order; (6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the tenant's permission or who is allowed access to the premises by the Tenant; (7) conduct himself and require other persons on the premises with the Tenant's permission or who are allowed access to the premises by the Tenant to conduct themselves in a manner that will not disturb other tenant's or neighboring property owner's peaceful enjoyment of their premises; (8) dispel or cause to have dispelled from the property any individual(s) that do not have the express authorization or permission to occupy said premises either from the Tenant or the Landlord; (9) comply with the Agreement and rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-40-520; and 10) keep and maintain the surrounding properties owned by Beaufort County, specifically Parcels 3C and 5 (R600 013 000 0005 0000 and R600 013 000 003C 0000), in the same condition that exists at the time of the signing of this lease agreement including, but not limited to, grading the road that is used for access from Hwy. 170 to the 10.19 acre Homestead Tract owned by Edwin R. Olsen and Sue Schrank Olsen (Heffalump Road), mowing, debris removal, bush hogging, etc.

**9. QUIET ENJOYMENT / PERMITTED OCCUPANTS.** Landlord covenants that upon Tenant's performance of the covenants and obligations herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. Tenant shall not allow or permit the premises to be occupied for purposes that may injure the reputation, safety, or welfare of the property. Tenant shall not allow or permit the premises to be occupied or used as a residence by any person other than Tenant and/or Tenant's employee such as a person or persons employed by the Tenant to, among other duties, maintain the Least Premises and/or other property of the Tenant. Landlord shall have the right to terminate this agreement should Tenant fail to comply with the terms of this provision.

**10. MAINTENANCE AND REPAIRS.** Tenant will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. Subject to applicable law, the Tenant shall keep and maintain the Leased Premises and all equipment and fixtures thereon or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Term of this Lease or

may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to Tenant's negligence) only excepted. If Tenant fails within a reasonable time to make such repairs, or makes them improperly, then and in any such events, Landlord may (but not shall be obligated to ) make such repairs and Tenant shall reimburse Landlord for the reasonable costs of such repairs in full, and upon demand.

**11. ALTERATIONS AND IMPROVEMENTS.** Tenant shall have the option and the right, at its expense, to improve the décor and appearance of the exterior or interior of the single family residence located on the Leased Premises, but shall not construct any other structures on the Leased Premises. Any work done by the Tenant shall be done in accordance with all applicable laws and regulations, with a proper permit, using first class materials and in a workmanlike manner. Any and all improvements must be approved by the Landlord prior to the commencement of said alteration or improvement.

The improvements and or fixtures caused to be located or affixed to the real estate shall become the property of the Landlord at the end of the Term of this Lease unless Tenant has sought the prior consent of the Landlord to remove such items. In the event that Tenant is granted permission to remove any fixtures or improvements, said removal costs shall be the sole responsibility of Tenant. Should any damage or defacement be caused to occur as a result of the removal of any fixture, Tenant agrees to repair any damage to the satisfaction of the Landlord.

**12. LOCKS.** Tenant agrees not to change any locks on any door, mailbox gate, or otherwise without first obtaining the Landlord's written consent. Having obtained written consent, Tenant agrees to pay for changing the locks and to provide Landlord with one duplicate per lock within 24 hours of same. Should it become necessary, from time to time, for the Landlord to change out any locks on the premises, Landlord will likewise provide notice to Tenant and ensure that Tenant continues to have uninterrupted access for the remainder of the Term of this Lease.

**13. LOCKOUT.** If Tenant becomes locked out of the premises, Tenant shall be solely responsible to secure a private locksmith to regain entry at Tenant's sole expense.

**14. ASSIGNMENT AND SUBLETTING.** Tenant may assign this Lease, or sublet or grant any concession of license to use the premises or any part thereof to the current occupant/caretaker of the premises. However, in the event that the current occupant should vacate the premises, Tenant may not assign this Lease, or sublet or grant any concession of license to use the premises or any part thereof to the current occupant/caretaker of the premises without the express written consent of the Landlord, said consent not to be unreasonably withheld. A consent by Landlord to one assignment, subletting, concession or license shall



not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall at Landlord's option, terminate this Agreement.

**15. RIGHT OF INSPECTION.** Landlord and his or her agents shall have the unfettered right at all reasonable times during the term of this Lease and any renewal thereof to enter the demised premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the single family residence located on the premises. No notice will be required in emergent situations or for access or entry upon the land.

**16. INSURANCE.** Landlord has obtained insurance to cover fire damage to the building itself and liability insurance which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a renter's insurance policy, or other appropriate policy to cover damage or loss of personal possessions as well as losses resulting from Lessee's negligence.

**17. INDEMNIFICATION.** Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims of property damage, or personal injury, arising out of or with respect to Tenant's use of the demised premises or from any activity, work, or thing done, permitted or suffered by Lessee in or about the demised premises.

**18. HOLDOVER BY TENANT.** Should Tenant remain in possession of the demised premises with the consent of Landlord after the natural expiration of this lease, a new month-to-month tenancy shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof but shall be terminated on thirty (30) days' written notice served by either Landlord or Tenant on the other party.

**19. NOTICE OF INTENT TO VACATE.** *[This paragraph applies only when this Agreement is or has become a month-to-month Agreement]* Landlord shall advise Tenant of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

**20. SURRENDER OF PREMISES.** At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

**21. DEFAULT.** In the event that Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, Landlord may elect to enter upon said Leased Premises

and to take possession thereupon, whereupon this Lease shall absolutely terminate and it shall be no defense to Tenant that previous violations of any covenants have been waived by Landlord either expressly or impliedly. Any such election by Landlord shall not discharge Tenant's obligations under this Lease and Tenant shall indemnify Landlord against all loss or damages suffered by reason of such termination.

**22. ABANDONMENT.** If Landlord's right of entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

**23. TERMINATION.** Tenant agrees to quit and deliver up the Leased Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated prior to the date identified in section 2 above, upon thirty (30) days notice from Landlord to Tenant or upon the occurrence of any default event as set forth in Paragraph 21.

**24. BINDING EFFECT.** This Lease is to be construed as a South Carolina lease; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and inured to the benefit of the parties hereto and may be cancelled, modified, or amended only by written instrument signed by both Landlord and Tenant.

**25. SEVERABILITY.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**26. NOTICES.** All notices hereunder by Landlord to Tenant shall be given in hand or in writing through certified mail addressed to Tenant at the leased premises, or to such other address as Tenant may from time to time give to Landlord for this purposes, and all notices by Tenant to Landlord shall be given in hand or by registered or certified mail addressed to Landlord's address shown in the initial paragraph of this Lease, or to such other address as Landlord may from time to time give in writing to Tenant for this purpose. Such notice shall be deemed delivered, if by hand when had delivered or if by mail when deposited with the U.S. Postal Service.

27. OTHER TERMS.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\*READ BEFORE SIGNING

Donna J. Keaveney  
Witness

I. Budak  
Witness

Judith J. Jones  
Witness

M. J. [Signature]  
Witness

Judith J. Jones  
Witness

M. J. [Signature]  
Witness

LANDLORD:  
Gary Kubic  
Gary Kubic, Beaufort County  
Administrator

TENANT:  
Edwin R. Olsen  
By H. L. Novit, Attorney in Fact

TENANT:  
Sue Schrank Olsen  
By H. L. Novit, Attorney in Fact

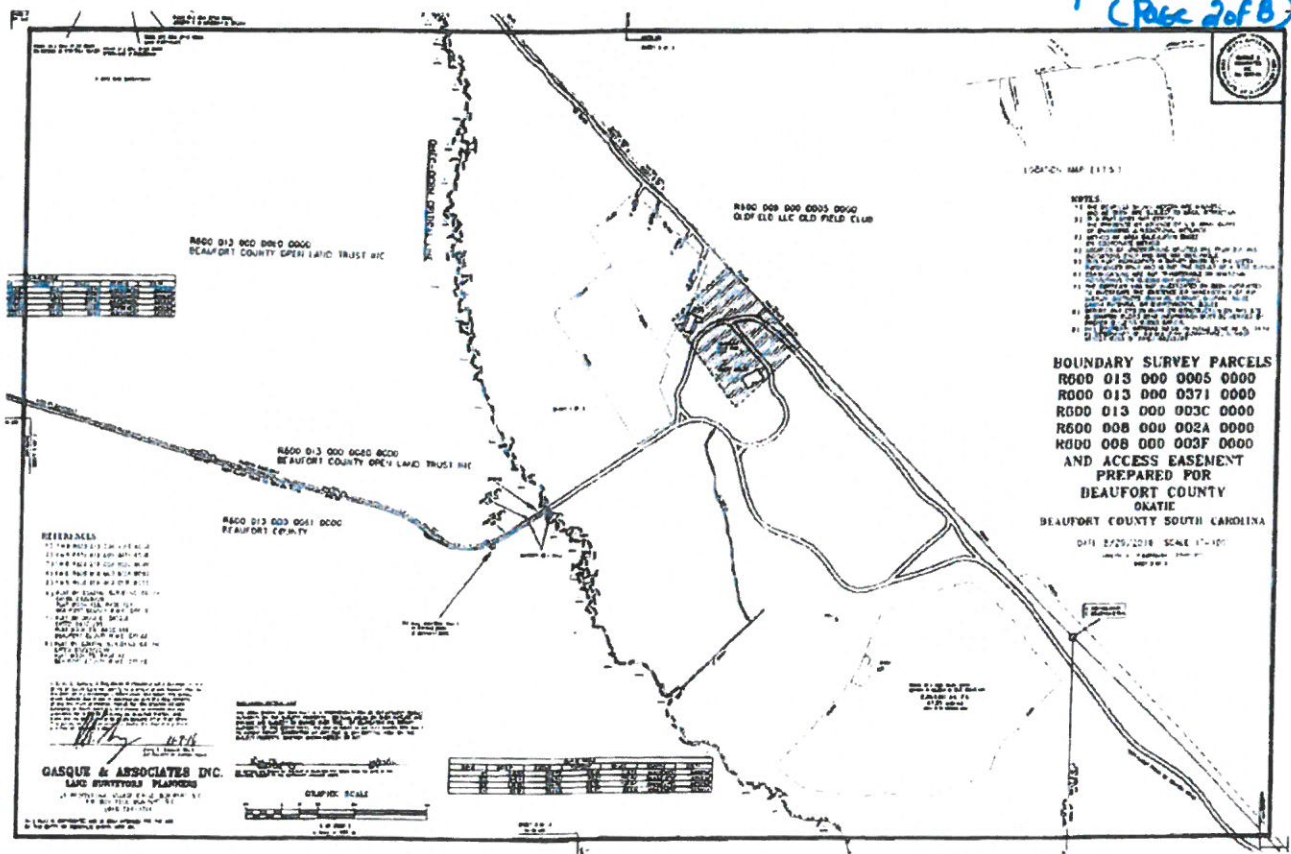
NOTICE: State law establishes rights and obligations for parties to rental agreements. This Agreement is required to comply and is in accordance with the Truth In Renting Act and the South Carolina Residential Landlord Tenant Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION /**  
**TEMPORARY LEASEBACK AREA**

A portion of R600 013 000 003C 0000:

A portion of all that certain piece, parcel or tract of land lying and being in Okatie, County of Beaufort County, South Carolina, having and containing 47.39 acres, more or less, and being shown and depicted as parcel R600 013 000 003C 0000 on a plat entitled "Boundary Survey Parcels R600 013 000 0005 0000, R600 013 000 0371 0000, R600 013 000 003C 0000, R600 008 000 002A 0000, R600 008 003F 0000 and Access Easement prepared for Beaufort County" by David E. Gasque, R.L.S., dated August 29, 2016 and said plat having been recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 146 at Page 185. Said portion of the above described property that is the subject of the leaseback is more particularly shown on the above referenced plat in hatch marks and is labeled "Temporary Lease Back Area". Said lease back also includes the two adjacent corrals or fenced areas to the "Temporary Lease Back Area". Said fenced areas are also more particularly shown on said plat.

PB 146 / 125  
(Page 2 of 8)



BEAUFORT COUNTY REQUEST FOR  
QUALIFICATIONS FOR:  
FACILITIES MASTER PLAN SERVICES



RFQ NO. 071019

CLOSING DATE AND TIME: July 10, 2019, 3:00P.M. PRE-  
QUALIFICATON MEETING, June 13, 2019, 4:00 PM, LOCATED at  
106 Industrial Village Road, Finance Conference Room, Finance  
and Purchasing, Beaufort, SC 29901

May 30, 2019

## REQUEST FOR QUALIFICATIONS

You are invited to submit qualifications/proposals in accordance with the requirements of this solicitation, which are contained herein. Questions shall be directed to the Purchasing Department no later than 10 days before the closing date of July 10, 2019 at 3:00p.m. A pre-qualification meeting is scheduled for June 13, 2019, 4:00 PM, located at 106 Industrial Village Road, Finance Conference Room, Finance and Purchasing, Beaufort, SC 29901. Interested contractors may request a copy of the RFQ by contacting the Purchasing Department via email at [dthomas@bcgov.net](mailto:dthomas@bcgov.net) or by calling (843) 255-2350. This document is also posted on the Beaufort County website, [www.beaufortcountysc.gov](http://www.beaufortcountysc.gov) under "Find Bid Opportunities." Addenda shall also be posted as this solicitation progresses through the qualification process. **It is the responsibility of all bidders to check the County's website for any addenda posted.**

RFQ's will be received by the Purchasing Department until 3:00 p.m. on the closing date shown.

**In order to do business with the Beaufort County, vendors must register with Purchasing through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid**

Beaufort County is requesting professional planning services for the purpose of developing a comprehensive Facilities Master Plan ("Plan") from qualified firms to support the Beaufort County's Facilities Management Department who are properly licensed with Beaufort County and registered in the State of South Carolina are encouraged to submit their qualifications/proposals for consideration. All submittals (see Part V, Submittal Requirements and Other Information), received in response to this Request for Qualifications will be reviewed by a County Evaluation Committee. **Beaufort County strongly encourages the participation of local, small and minority businesses in its procurement activities.**

This solicitation does not commit Beaufort County to award any contracts, to pay any costs incurred in the preparation of a response to this Request for Qualifications, or to contract for any services. The County reserves the right to reject any or all submittals received as a result of this solicitation, or to cancel in part or in its entirety this Request for Proposals, if it is in the best interest of the County to do so.

Sincerely;

"Original Signed"  
*David L. Thomas*

David L. Thomas, CPPO, CPPB  
Purchasing Director  
(843) 255-2304

## CONTENTS

Part I General Information	4-5
Part II Purpose and Scope of Services	6
Part III Evaluation Criteria	7
Part IV Contractual Requirements	8-11
Part V Submittal Requirements and Other Information	11-15
Part VI Deliverables	15
Part VII Contractor Submission Form	16-19
Part VIII Contact Information	20



## **PART I GENERAL INFORMATION**

1. All responses to this Request for Qualifications will be considered as specified herein or attached hereto under the terms and conditions of this Request for Qualifications.
2. Submittals 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 response to this Request for Qualifications.
3. Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
4. **One (1) clearly identified original must be electronically submitted on line through our website on vendor registry.**
5. Qualifications will be received by the Purchasing Department until 3:00p.m. on the closing date shown.
6. **To register with the County go to [www.beaufortcountysc.gov](http://www.beaufortcountysc.gov) and go to the Purchasing Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry.**

### **IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS**

Response submittals for this project will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on page 1 of this RFQ document.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason;
- All requested information and forms MUST be uploaded as one file if possible. Each submission must be inclusive of all forms. If necessary to have more than one upload, pricing and signed acknowledgements, etc. are to be in the first upload.
- Submittals may be re-submitted prior to the date and time of RFQ opening; if multiple submissions are received from the same source, the submission with the latest timestamp will take priority. If you have a problem with your upload, you may contact Vendor Registry at [844-802-9202](tel:844-802-9202) or [cservice@vendorregistry.com](mailto:cservice@vendorregistry.com).

**Response is to be submitted ONLINE by one of the two methods below:**

**a. Use the Link: [VendorRegistry.com](http://VendorRegistry.com)**

**b. From the County's home page, select Bid Opportunities**

The submitting offeror is required to have on the qualification packet his or her name, company name, the RFQ number, opening date, and title.

Offerors who desire to receive a copy of the Statement of Award must request a copy in their qualification response.

7. Questions: Email any questions you have to David L. Thomas at [dthomas@bcgov.net](mailto:dthomas@bcgov.net)
8. Any Qualifications Statements received after the scheduled deadline will be immediately disqualified and returned to the submitting contractor. Qualification statements should be limited to 30 pages (do not count tabs or table of content).
9. A pre-qualification meeting will be held on June 13, 2019 at 4:00 p.m. to 5:00 p.m. in the Finance conference room, located at 106 Industrial Village Road, Beaufort, SC 29901. All contractors are encouraged to attend this meeting.

### **GENERAL INFORMATION CONTINUED:**

The Beaufort County Council (“Council”) has authorized the County Administrator to prepare a Facilities Master Plan. A firm will be selected to perform these services and will enter into a professional services contract with Beaufort County. The assessment is needed in order to create a strategic forecast & necessary information for meeting these requirements over a seven-year through thirty-year period, with appropriate intervals for re-evaluation to ensure vitality & useful life of the tool.

This master plan with projections should include suggested intervals for revaluation to ensure the vitality and useful life of the tool. On the real estate side, the Facilities Master Plan elements will address the space needs for all County departments, administration and logistics, including proposed limited site selection, consolidations, renovations, efficiencies, as well as joint use and co-locations with a primary focus on efficient/public service needs. On the capital improvement side, a Facilities Master Plan will include the justification, scope, schedule and estimation of major repairs, modernization and new construction.

#### ***What are the County’s goals of this assessment?***

The results from the requested scope of work should provide a plan to the County with a long-term vision and time-phased plan to methodically:

- a) Dispose of deficient or leased facilities, which are, or will become, not cost-effective to retain or contain departments that will be consolidated with similar;
- b) Strategically develop replacement facilities that are right-sized and located to consolidate operations whenever feasible;
- c) To develop new facilities where needed to accommodate forecasted County population growth increases over the long-term (for the purposes of this plan, defined as 20-30 years).

These new facilities should benefit the County by:

- Improving County operational efficiencies;
- Improving equitable levels of service delivery to all constituents;
- Locating facilities so they can be more conveniently be accessed by the public;
- Co-locating like-types of new facilities to achieve site an building economies of scale;
- Developing facilities that will create a greater sense of place for the community;
- Leveraging the reuse of existing sites and facilities where practical;
- Developing right-sized facilities, programmed with capacity and functionality to meet forecasted service demand (where quantifiable) and modern-day operations.

## **PART II Purpose and Scope of Services**

The intent of this Request for Qualifications (RFQ) is to evaluate the qualifications/proposals, of firm/teams to perform the following tasks:

1. On the capital improvement side, the requested scope of services must include justification, scope, schedule and estimation of costs associated with major repair, modernization and new construction. Note the plan should provide a recommended prioritized phased schedule for repair, modernization and new construction.
2. On the real estate side, the Facilities Master Plan elements will address the space needs for all County departments, administration and logistics, including proposed limited site selection, consolidations, renovations, efficiencies, as well as joint use and co-locations with a primary focus on efficient/public service needs.
3. The Facility Assessments shall include a detailed review of architectural and engineering systems and components in terms of their general condition (structural, mechanical, electrical, and fenestration), serviceability, deficiencies, and the useful remaining life of applicable systems as well as recommended renovations, major repairs, or replacement with estimated costs respectively.
4. Engineered systems to be surveyed include; Architectural, Mechanical (HVAC and plumbing), Electrical, Fire and life Safety systems, and Vertical Transportation systems as applicable to the specific facility.
5. ADA compliance status for facility access/ egress, restrooms, as well as obvious code and safety related components shall be included in the Assessment.
6. Statements of deficiencies shall be reviewed in terms of: deferred maintenance, code compliance and safety, remaining useful life, modernization (for improved comfort, convenience and efficiency), and energy savings. A list of ECM's should be provided for each building.
7. Conduct site visits as needed to field verify information in the resource documents and to further evaluate the current facilities and physical asset(s) inventory.
8. Conduct interviews with key Beaufort County Government staff.
9. Develop a baseline for facilities consolidation, relocation, and/or renovation, with a primary focus on efficient/public service needs through a facilities program.
10. Develop a facilities program suitable for submission to firm(s) for architectural design and execution.
11. Assimilate a facilities forecast and/or master plan with projections in increments of no less than seven (7) years and no more than thirty (30) years, to include suggested master plan revaluation cycles.
12. In order for firms to provide architectural or engineering services in response to this solicitation, the proposer must be licensed in the State of South Carolina.
13. Facilities scheduled for this assessment are listed on the attached exhibit A with information regarding physical address, building size, date purchased, basic building description, and parcel ID.

**Part III EVALUATION CRITERIA: Total 100 Points**

EVALUATOR: \_\_\_\_\_ DATE: \_\_\_\_\_

RFQ#: \_\_\_\_\_ TITLE: \_\_\_\_\_

OFFEROR: \_\_\_\_\_

	<u>POINTS ASSIGNED</u>	
1. Capability to perform all or most aspects of the project, such as renovation cost analysis, environmental evaluations, financial analysis, architectural design, engineered systems and ECM's.	20 pts	_____
2. Key personnel's professional background and caliber and availability for the proposed project.	10 pts	_____
3. Current workload.	10 pts	_____
4. Recent experience in areas associated with like projects.	20 pts	_____
5. Capability to conduct a Facilities Master Plan study in a timely manner.	10 pts	_____
6. Demonstrated ability to meet schedules or deadlines.	10 pts	_____
7. Quality of projects previously undertaken. Provide samples of facilities assessment from other organizations	20 pts	_____

## **PART IV**

### **CONTRACTURAL REQUIREMENTS**

1. **PROJECT CONTRACTS**: Contracts will be negotiated separately for each project on a "firm fixed fee" basis. The County's standard purchase order process for small construction, renovation, and maintenance services will be used for these projects. The contract will include a detailed scope and schedule for providing the work.
2. **S.C. LAW CLAUSE**: Upon award of a contract under this Request for Qualifications, 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 a signed Request For Qualifications response 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 any contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.
3. **OFFEROR'S QUALIFICATIONS**: Offeror must furnish satisfactory evidence of their ability to furnish projects or services in accordance with the terms and conditions of this Request for Qualifications. 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. **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 Request for Qualifications. 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 Request for Qualifications or to the contract.
5. **AFFIRMATIVE ACTION**: The offeror 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. **PRIME VENDOR RESPONSIBILITIES**: The offeror will be required to assume sole responsibility for the complete effort as required by this Request for Qualifications. The County will consider the offeror to the sole point of contact with regard to contractual matters.

7. SUBCONTRACTING: If any part of the work covered by this Request for Qualifications is to be subcontracted, the offeror shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved 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 subcontractor 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. OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the County pursuant to any contract shall belong exclusively to the County.
9. 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.
10. ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
11. INSURANCE REQUIREMENTS: Prior to commencing work hereunder, offeror, at his expense, shall furnish insurance certificate showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Department and with a special notation naming Beaufort County as an additional insured on the liability coverage. If not otherwise specified, the minimum coverage shall be as follows:

Worker's compensation insurance, general liability, and automobile liability insurance with policy limits of or exceeding Five Hundred Thousand Dollars (\$500,000), providing coverage against potential liability arising from and in any manner relating to the offeror's use or occupation of the premises during the course of work.

Professional liability insurance with policy limits of or exceeding One Million Dollars (\$1,000,000) may also be required under the scope of this agreement.

Except for professional liability insurance, all insurance above is to be issued by a firm licensed to do business in the State of South Carolina, will be obtained and maintained throughout the duration of the contract, and for a period of one year after the completion of the contract. County will be listed as additional insured on offeror's certificate if insurance for general liability and automobile liability insurance.

The Offeror 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.

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

12. INDEMNITY:

The Offeror hereby agrees 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 arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Offeror, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

13. TERMINATION FOR DEFAULT:

13.1 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 Purchasing Director shall determine that the Offeror has failed to meet the performance requirements of this Agreement.

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

14. TERMINATION FOR CONVENIENCE: The County may without cause terminate any contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the offeror, 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 offeror 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. Offeror 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 a contract in whole or in part for its convenience.

## **PART V SUBMITTAL REQUIREMENTS AND OTHER INFORMATION**

The electronic submittal should be clearly identified the title page of the submittal document as follows: "RFQ 071019 *Facilities Master Plan Services (insert Firm name)*." The contents of each submittal shall conform to the following requirements:

1. Cover letter, project specific firm qualifications and office location(s) (maximum two pages). The letter should address the firm(s) interest, project specific experience and expertise, as well as why the firm should be selected to provide these services. This letter should identify location of the project manager and the location of where the bulk of the professional service work to be performed will take place.
2. A detailed project approach and anticipated project schedule (maximum three pages). This section shall specifically outline the procedures each firm or team envisions taking to provide such services. The schedule should begin with notice to proceed and identify milestone dates and time spans, including but not limited to those outlined below. Time shall also be accounted for in the project schedule to allow County staff to review preliminary and final reports/recommendations:
  - a. Preliminary Scope Refinement
  - b. Information Collection & analysis (incl. discussion with key County staff)
  - c. Development & Assimilation of a Facilities Program
  - d. Report Preparation
  - e. Preliminary Submittal to County Staff and the Council
  - f. Final Report Review by County Staff
  - g. Submittal of Final Report to the Council
3. A project team/organizational chart (maximum one page). This section should include project managers, architects, space planners, engineers, etc. The Key members of the project team proposed in the RFQ will participate in the actual work as proposed. Substitutions of key project team members should be avoided as much as possible. The RFQ shall specifically state that the project team members identified and proposed are available for and will be assigned the work. Time on project and team assignments will be verified prior to the execution of the contract.
4. Brief resumes of specific project experience for key team members (maximum four pages). Key team resumes should emphasize specific project experience and expertise as well as references and contact information to include but not limited to:
  - a. Similar County (and Municipal) Facilities Master Plans.
  - b. US Green Building Code LEED programming and other 'green' building design and construction, specifically as it applies (1) to the renovation or up fit of existing buildings and (2) new construction; LEED AP certification should be noted for individual team members, if applicable.
  - c. Developing cost/benefit/lifecycle options for ensuring energy-efficiency in buildings. Experience with the SC State Construction Office Sustainable, Energy-Efficient Public Buildings Program or similar standards should be noted, if applicable.
  - d. Adaptive reuse of existing facilities, and
  - e. Integrating information technology (IT) into existing and new facilities.
5. AMENDMENTS: If it becomes necessary to revise any part of the Request for Qualifications,



an amendment will be provided to all offerors who received the original Request for Qualifications. The County shall not be legally bound by an amendment or interpretation that is not in writing.

6. ADDITIONAL INFORMATION: Offerors requiring additional information may submit their questions in writing to the County Engineer. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.
7. ORAL PRESENTATION/DISCUSSIONS: Any offeror or all offerors may be requested to make an oral presentation of their Request for Qualifications submission to the County after the Request for Qualifications opening. Discussions may be conducted with responsible offerors, who are 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 Request for Qualifications submittals 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:

- Determine in greater detail such offeror's qualifications.
  - 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.
  - Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.
  - 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.
6. FUNDING: The offeror shall agree that funds expended for the purposes of any contract must be appropriated by the County Council 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's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County 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.
  7. AWARD: Any contract awarded as a result of this request shall be awarded to the offeror whose qualifications are determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all Request For Qualifications submittals received, and in all cases the County will be the sole judge as to whether an offeror's Request For Qualifications

submission has or has not satisfactorily met the requirements of this RFQ. Note -cost per project or per hour will be negotiated with the selected contractor (s). The County may award a contract to one or multiple contractors.

8. PUBLIC ACCESS TO PROCUREMENT INFORMATION: Commercial or financial information obtained in response to this RFQ, 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 Request for Qualifications submittal, which they consider to contain proprietary information.
9. DEVIATIONS: Any deviations from the requirements of this RFQ must be listed separately and identified as such in the table of contents.
10. 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 Request for Qualifications therefore.
11. 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 vendor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.
12. PROTEST PROCEDURES
  - 12.1 Right to Protest: Any actual or prospective bidder or offeror, 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.
  - 12.2 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 or offeror; actual or prospective, concerning the solicitation or award of a contract.

12.3 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:

- (A) State the reasons for the action taken; and
- (B) Inform the protestant of its right to administrative review as provided in this Section.

12.4 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.

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

- (A) 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.
- (B) 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.

13. **Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

The contractor certifies, by submission of this qualification statement 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. **Circle Yes or No. If you answer yes, explain fully if it has been involved in any litigation involving performance.**

14. This RFQ does not commit Beaufort County to award a contract, pay any costs incurred in preparation or travel to Beaufort County, SC in order to present a submittal toward this request, or to procure or contract for services. All submissions in response to this RFQ become the property of Beaufort County. The County reserves the right to accept or reject any or all documents received or to cancel this RFQ in part or in its entirety. After submissions are reviewed, the County will select the firm(s) in the best interest of our agency. Beaufort County reserves the right to negotiate with the

selected firm(s) to perform additional services on these or other projects. Additional work or contracts, if any, will be dependent on consultant performance on originally assigned work. The additional work may include, but is not limited to preparation of final design, bid and construction documents, permitting, testing, and construction administration.

## **PART VI DELIVERABLES**

The selected firm(s) shall ensure:

- 1) Attendance at an initial meeting with various County representatives to discuss the process and tasks to be performed as well as reasonable dedication of key personnel and proposers to include a central point of contact.
- 2) Weekly/Bi-weekly/Monthly written progress reports indicating the data collected. These written progress reports will be prepared and submitted with monthly invoices for the prior month's activities. Such financial statements will be in a format satisfactory to the County Administrator.
- 3) A comprehensive evaluation of the facilities within Beaufort County is performed to determine and compile or update data as to age, general conditions (building and sites), existing space, space needed, parking, recommendations regarding co-location of service functions/departments as well as compliance with building codes.
- 4) Preparation of options for consideration, with pros and cons for each, preferred ranking, and a recommendation of which option(s) to pursue.

PART VII


# Contractor Submission Form


Date: \_\_\_\_\_

**Type of work your company is qualifying for:**

Owner(s) of Company	
Contact Person	
Business Name	
Qualification Name and License Number	
Business Address	
Telephone Number	
Fax Number	
Email Address	
Number of Employees	
Number of Clerical Staff	
Owner(s) of Company Provide the number of miles from your company address to our Beaufort County Administration Building (100 Ribaut Rd. Beaufort, SC 29901)	
Briefly state your firm's ability to provide the required services in a timely manner.	
Who is authorized to represent your firm? List name, title, address and telephone numbers	

<b>Accessibility and MBE (Minority Business Enterprise)</b>	
<b>WBE (Women Business Enterprise) Considerations</b>	
Provide location of closest office in or near Beaufort County	
Identify location(s) of sub-contractor's	
Are any of the sub-contractors an MBE/WBE?	MBE <input type="checkbox"/> WBE <input type="checkbox"/> NC <input type="checkbox"/>
If they are a MBE/WBE, please list company information (name, Address)	
Please explain past experience (if any) using MBE/WBE as subcontractors:	
<b>Contractor's Performance</b>	
	<i>Demonstrated successful previous performance shall include, but not limited to:</i>
	<ol style="list-style-type: none"> <li>1. <i>Quality, completeness and timeliness of performing the requested services</i></li> <li>2. <i>Project Management information</i></li> <li>3. <i>Quality Control</i></li> <li>4. <i>Knowledge and compliance with state and local codes</i></li> </ol>

	5. <i>Timeliness in completing project closeout including all documentation and warranties to Owner</i>
Has your firm been involved in any litigation within the past five (5) years arising out of your performance? If YES, please explain	YES <input type="checkbox"/> NO <input type="checkbox"/>
Please list services performed for similar Counties, Cities or Towns in the past two (2) years	
Provide references of commercial clients for whom the company has provided services similar to your qualifications. <i>Provide dates of job, contact person(s) and telephone numbers.</i>	
Please list any exceptions to this Request for Qualifications	
	
	<i>Qualified general contractors and sub-contractors must be licensed in the appropriate field with a history of conducting</i>

	<p><i>work on a day to day basis of a similar scope. In order to assure a consistently high level of quality in providing the specified services, the Contractor must:</i></p>
	<ul style="list-style-type: none"> <li>• <i>Be in business for a minimum of five (5) years</i></li> <li>• <i>Provide a reference list of customers with similar scope who have purchased this service, preferable County, City and Town projects. Minimum of five (5) customers</i></li> <li>• <i>Demonstrate the ability to furnish required insurance as listed in the RFQ</i></li> <li>• <b><i>Provide a copy of ALL licenses</i></b> <i>(Beaufort County, local municipality, and the appropriate SCLLR (SC Labor, License and Regulation) documentation</i></li> <li>• <i>Contractor will be responsible for providing the proper permits to provide the work or service</i></li> </ul>
	<p><i>Attach Licenses, List of Sub-Contractors, MBE/WBE Certification and Resume' (resume' if applicable) to this application.</i></p>



**PART VIII CONTACT INFORMATION**

Contractor's Name: \_\_\_\_\_

Check One:           \_\_\_ Corporation (as it appears on license)     \_\_\_ Partnership  
                    \_\_\_ Joint Venture   \_\_\_ Sole Proprietor

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone / Fax: \_\_\_\_\_

Email: \_\_\_\_\_

List the type of work that your firm is qualifying for:

-----  
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----- If firm is a sole proprietor or partnership, please provide name of Owner(s): Owner(s)  
of Company: \_\_\_\_\_

South Carolina Offeror's License Number(s) if applicable:  
\_\_\_\_\_

**You must submit this signed form with your offer. By submitting a bid, qualification response or proposal, you agree to be bound by the terms of this Solicitation.**

NAME OF OFFEROR: (Full legal name of business submitting the offer)         ENTITY TYPE  
\_\_\_\_\_

AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter into contract on behalf of Offeror named above)  
\_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

**Beaufort County Facility Management**  
Facility Inventory

#	Facility	Location	Sq. Ft.	Description	Acreage	Date of Purchase/built	Owned or Leased	Parcel #
1	Administration Building	100 Ribaut Road, Beaufort	34,028	Multi-story bldg.	3.00	1990		R120 003 000 0097
2	Agnes Major Community Center	21 Agnes Major Road,	1,571	Single story bldg., ball fields	4.00		Leased	R700 019 000 0132
3	Animal Services	10 PRITCHER POINT RD, OKATIE	20,000	Animal Shelter/Offices		2019		R600 013 000 0373 0000
4	Animal Shelter	25 Shelter Church Road, Beaufort	3,360	Single story building	5.00	1988/1992		R100 020 000 048A
5	Baler/Tire Storage Building	108 Shanklin Road	4,000		0.5			R100 025 000 050E
6	Barker Field	70 Baygall Road, HHI	1,100	Ball Fields, concession stands, restrooms	9.00			R510 005 000 0005
7	Basil Green Complex	1500 Rodgers Street	1,191	Ball Fields, restrooms, concession stand	7.00			R120 002 000 0155
8	Battery Creek High School Pool	One Blue Dolphin Drive, Beaufort	2,500	pool				R100 028 000 0490
9	Beaufort County Gov't Center South	539 William Hilton Parkway	9,303		1.00			R510 008 000 0109
10	Beaufort High School Pool	84 Sea Island Parkway, Beaufort	2,500	pool				R123 015 000 0155
11	Beaufort Library	311 Scott Street, Beaufort	29,886	Multi-story bldg.	0.50	Renov. 1992		R121 004 000 0874
12	BeaufortTennis Courts	1105 Bladen Street	80	Tennis Courts, restrooms	2.00			R120 004 000 034B
13	BIV #5-Traffic Eng./Rec. Mgmt.	113 Industrial Village Road, Beaufort	10,000	2 story bldg./slab on grade		Oct-07		R122 029 000 0248
14	BIV II-Finance, Purchasing, Risk Mgmt	104 Beaufort Industrial Road	5,000	single story bldg., slab on grade	0.50			R122 029 000 058
15	BIV III-IT	106 Beaufort Industrial Road	5,000	single story bldg., slab on grade	0.50			R122 029 000 256
16	BIV I-Staff atty., Employee Services	102 Burton Hill Road, Beaufort	5,000	single story bldg., slab on grade	0.50			R122 029 000 252
17	BIV IV-Voters Registration	15 John Galt Road, Beaufort	5,000	Single story building	1.00		7/25/2015	R122 029 000 0281
18	Bluffton Fuel Site	25 Benton Field Road, Bluffton	50	Attendant's Office, canopy	2.00			R600 039 000 0287
19	Bluffton Gov't Center-Myrtle Park	4819 Bluffton Parkway, Bluffton	21,000	Multi-story bldg.	6.12			R601 039 000 0525
20	Bluffton Gym	61 Ulmer Road, Bluffton	11,927		30.00	1960		R600 040 000 0005
21	Bluffton Library	120 Palmetto Way, Bluffton	27,000					R600 039 000 0287
22	Bluffton Rec Center	61 Ulmer Road, Bluffton	9,368			1970		R600 040 000 0005
23	Bluffton Pool	55 Pritchard Road, Bluffton	2,500		1.00			R600 039 000 00057
24	Bluffton Public Works	9 Benton Field Road, Bluffton	1,500		1.00			R600 039 000 0285
25	Bluffton Pump House	Ulmer Road	200					R600 040 000 0005
26	Bluffton Storage Building	Ulmer Road	400					R600 040 000 0005
27	Bob Jones Field	2712 Jones Avenue	900	Ball Fields, concession stands, restrooms	7.00			R120 003 000 0319
28	Booker T. Washington Center	132 Booker T. Washington Circle	2,434	Single story bldg., basketball court, playground	1.20			R700 015 000 0015
29	Broad River Restrooms	1050 Robert Smalls Parkway	1,000	Restrooms at pier		Dec-09		R100 030 000 0320
30	BROC-Beaufort Recovery Operation Center	703 2nd Street West, Hampton, SC 29924	1,500					
31	Broomfield Community Center	200 Brickyard Point Road, Beaufort	1,973	Single story bldg., ball fields, dugout	3.00			R200 004 000 0043
32	Buckwalter Park	900 Buckwalter Parkway	1,000	Restroom, concessions	8.00	2007		R620 038 000 0053
33	Buckwalter Rec Center	900 Buckwalter Parkway	54,000			2009		R610 038 000 0053
34	Burton Wells Complex	1 Middleton Recreation Drive	32,240	Ball Fields, concession, restrooms, building	100.00			R100 027 000 0004

#	Facility	Location	Sq. Ft.	Description	Acres	Date of Purchase/uilt	Owned or Leased	Parcel #
35	Burton Wells Lake restroom and concessions	60 Burton Wells Road	1,500					R100 027 000 0004
36	Burton Wells Park Restroom, press box, concessions	1 Middleton Recreation Drive	1,800					R100 027 000 0004
37	Camp St. Mary's	119 Camp St. Mary's Road	10,362	4 structures	10.00			R 600 009 000 0003
38	Clemson Extension	18 John Galt Road	3,000	offices-Clemson Extension		7/6/2015		R122 029 000 0262
39	Coosaw Community Center	140 Coosaw River Drive	1,742	Single story bldg., playground	2.00			R200 007 000 0043
40	Coroners Office	1804 Old Shell Road, Port Royal	6,300	single story				R110 009 000 142P 0000
41	Coursen-Tate Park	20 Springfield Road, Lady's Island	0	Ball field	9.34	2007		R200 006 000 0162
42	Courthouse	102 Ribaut Road, Beaufort	61,797	Multi-story bldg.	15.00	1987		R120 003 000 0097
43	Crystal Lake	124 Lady's Island Drive, LI 29907	3,000	Passive Park, building	6.00			R200 018 000 018A
44	Dale Community Center	15 Community Center Road	2,063	Single story bldg., ball fields, restrooms, ball court	5.00			R700 037 000 042A
45	Daufuskie Island Restrooms	105 Frances Jones	120					R800 024 000 0135
46	Daufuskie Island Store	New River	1,500					R800 024 000 0032
47	Detention Center	106 Ribaut Road, Beaufort	102,732	Multi-story bldg.		1992		R120 003 000 0097
48	DSN Center Drive West	608 Center Drive		DSN Residential house		2019		R120 007 000 0693 0000
49	DSN Chloe	3 Chloe's Way	2,900	single story residence				R200 010 000 0425
50	DSN Clearwater Admin Building	100 Clear Water Way	7,510					R112 031 000 0975 0000
51	DSN Clearwater Main Building	100 Clear Water Way	14,170	DSN Office				R112 031 000 0975 0000
52	DSN Cottage Walk	18 Cottage Walk	1,800	DSN Residential house	0.47			R200 010 000 0383
53	DSN Fraser Drive	304 Fraser Drive	2,000					R120 003 000 0441
54	DSN Lakes Crossings	75 Lakes Crossing Blvd., Bluffton	2,900					R614 028 000 3895
55	DSN Little Capers	260 Little Caper's Road	2,900	single story residence				R200 011 000 0035
56	DSN Office	1804 Old Shell Road, Port Royal	9,378	Single Story Building		1960+		R110 009 000 1420
57	DSN Peyton	9 Peyton's Way	2,000	single story residence				R200 010 000 0417
58	DSN Pinecrest	210 Pinecrest Circle, Bluffton, SC	2,900					R610 030 000 1632
59	DSN Waddell	2700 Waddell Road		DSN Residential house	0.24	2018		R120 008 000 0676 0000
60	EMS Station	2727 Depot Road	2,500					R120 003 000 0445 0000
61	Facilities Maintenance Office	142 Shanklin Road, Beaufort	5,630	Single Story	2.00	1980+		R100 025 000 050D
62	Federal Courthouse	1501 Bay Street, Beaufort	12,871	Multi-story bldg. Leased to St. Elena			Leased out	R120 004 000 0762
63	Fuel Site	Shanklin Road	0	4 pumps/canopy	1.00			R100 025 000 050B
64	Grounds Maintenance Office	136 Shanklin Road, Beaufort	2,400	Single Story	8.00	unknown		R100 025 000 050D
65	Health Center	600 Wilmington Street, Beaufort	7,834		1.00	1967/1989		R120 004 000 0599
66	Health Center/DHEC	1407 King Street, Beaufort	8,610		5.00	1954/1989		R120 004 000 0598
67	HH Island Library	11 Beach City Road, Hilton Head	22,006		5.00	1995		R510 008 000 0309
68	HHI Airport Hangars	Beach City Road						R510 008 000 0085
69	HHI Airport Terminal	Beach City Road	10,000					R510 008 000 0085
70	HHI Airport Tower	Beach City Road	200					R510 008 000 0085
72	HHI Island Airport CFR	Airport Road, Hilton Head	2,406					R510 008 000 0085
73	HHI Island Government Center	539 William Hilton Parkway	9,303					R510 008 000 0109

#	Facility	Location	Sq. Ft.	Description	Acresage	Date of Purchase/built	Owned or Leased	Parcel #
74	Human Services Building	1905 Duke Street, Beaufort	33,420	Multi-story bldg.	6.00	1988		R120 003 000 0096
75	Lady's Island Airport Hangers	41 Airport Circle						R200 018 000 059A
76	Lady's Island Airport Terminal	41 Airport Circle	3,909		1.50			R201 018 000 059A
77	Law Enforcement Center/EOC	2001 Duke Street, Beaufort						R120 003 000 0097 0000
78	Lemon Island-Widgeon Point	Southern Beaufort County		Rural and Critical Lands	2	1999		R600 007 000 0001 0000
79	Lind Brown Community Center/pool	1001 Hamar Street, Beaufort	16,373	Gym, pool	5.00	1978		R120 003 000 0040
80	Lobecco Library	1862 Trask Parkway, Lobeco	8,000		2.00		leased	R700 037 000 0005
81	M.C. Riley Park	185 Goethe Rd., Bluffton	100	Concession Stand, restroom, ball fields	10.00			R610 039 00A 0013
82	Marine Rescue Squardon	817 Paris Ave., Port Royal, SC	800		1.00			R110 010 000 177D
83	Mosquito Control	84 Shanklin Road, Beaufort	6,379	Single Story	4.00	1990+		R100 025 000 0050
84	Mosquito Control Maint Shop	84 Shanklin Road, Beaufort	1,887		1.00	1991+		R100 025 000 0050
85	Mosquito Control Shop	25 Airport Circle	599					R123 018 000 0056
86	Mosquito Control-Chemical Storage	84 Shanklin Road	800		1.00			R100 025 000 0050
87	Mosquito Control-Hanger	39 Airport Circle						R200 018 000 0059
88	Motorola Maintenance Shop	144 Shanklin Road, Beaufort	1,586	Single Story	0.50			R100025 000 050D
89	PALS Office	1514 Richmond Avenue, Port Royal	4,636	Single story bldg./slab on grade	1.00	1979		R110 011 000 105C
90	Pistol Range	130 Shanklin Road, Beaufort	200		2.00			R100 025 000 0500
91	Public Works Building and Garage	120 Shanklin Road, Beaufort	18,277	Single Story	5.00	1978		R100 025 000 050B
92	Public Works Open Storage Building	120 Shanklin Road, Beaufort	8,000					R100 025 000 050B
93	Scott Community Center	242 Scott Hill Road, St. Helena	1,798	Single story bldg. court, playground, ballfields	11.00			R300 022 000 0016
94	Sea Trawler Restaurant-Buckingham	35 Fording Island Road Ext	7800	Old restaurant	1.59	2018		R600 041 000 0008 0000
95	Seaside Community Center	122 Seaside Road, St. Helena	1,973	Single story bldg, basketball court, playground	1.00			R300 018 000 030B
96	Senior Citizen's Center	1408 Paris Avenue, Port Royal	2,000		1.00			R110 011 000 0013
97	Senior Citizen's Center-Burton Wells	2 Middleton Recreation Drive	4,000	Single story building	4.00			R100 027 000 0004
98	Shell Point Park	381 Broad Rive Drive	300	2 tennis courts, ball fields, restrooms	10.00			R100 034 000 020A
99	Sheriff's Annex/Storage	2727 Depot Road	3,937		0.50	Ren. 1988		R120 003 000 0445
100	Sheriff's Gym	2727 Depot Road	1,707					R120 003 000 0445
101	Sheriff's Office Annex	1925 Duke Street, Beaufort	1,640	Single story building-leased building	1.00		Leased	R120 003 000 0108
102	Sheriff's Office Helo Hanger	237 Sea Island Parkway, Lady's Island		Storage for Sheriff's Helos				R600 009 000 0094 0000
103	Sheriff's Office Spec Ops	1021 Okatie Highway	3,400	offices	1	2009		R600 009 000 0094
104	Sheriff's OfficeDNA Lab	111 Industrial Village Road	4,000	Offices		2009		R122 029 000 0247
105	Sheriff's Storage	2727 Depot Road	800					R120 003 000 0445
106	Southside Tennis Courts	1407 Battery Creek Road	500	Tennis Courts, restrooms	4.00			R120 008 000 0612
107	St. Helena Library	6355 Jonathan Francis Sr. Road, St. Helena	23,500					R300 016 000 0094
108	Station Creek House	36 Station Creek Drive	2,100		3.00			R300 036 000 0003
109	Storm Water Building	120 Shanklin Road, Beaufort	2,300	Single Story Building	0.50			R100 025 000 050B
110	Storm Water Building #2	108 Shanklin Road	896	Offices (old Coroner's Office)				R100 025 000 050 E
111	Sun City Fire Department	25 William Pope Drive, Hilton Head	2,800			1998		R600 021 000 0035

#	Facility	Location	Sq. Ft.	Description	Acreage	Date of Purchase/built	Owned or Leased	Parcel #
112	warehouse	2727 Depot Road	6,258	Old Record's Management Building/Storage				R120 003 000 0445
113	Wesley Felix Park - St. Helena Park	185 Ball Park Road, St. Helena Is.	700	Ball Fields, restrooms, concession stand	10.00			R300 017 000 0301
114	Wigeon Point, Classroom Building	43 Okatie Highway, 29909	0					R600 007 000 0001 0000