

Any documents not included or expressly contemplated in this Contract do not, and shall not, form a part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed a requirement in all documents.

SECTION TWO

Scope of Work

The Vendor agrees to perform and furnish all labor, supervision, materials, equipment, transportation and supplies necessary for the completion of the Work and services required under this Contract in a timely and workmanlike manner, professional in all aspects, and in accord with all applicable laws, rules and regulations.

The Vendor shall provide a minimum of two vessels, U.S. Coast Guard approved commercial ferry boats, approved to carry a minimum of 40 passengers each. Vessels providing ferry service shall be in compliance with Federal and State regulations governing passenger vessels for hire, and shall be properly equipped with safety, navigation, communication and emergency equipment required for the safe transportation of passengers, cargo and freight. Vessels must be equipped with climate-controlled areas for passengers in order to operate during extreme weather to include precipitation and temperature. The condition of vessels will be subject to approval by the County. All vessels used for this contract must be approved in advance by the County Administrator or their designee.

The Vendor shall provide the services outlined herein in conjunction with the RFP marked as Exhibit A, the Vendor's Proposal dated **October 20, 2023**, marked as Exhibit B, and the Scope of Services marked as Exhibit C, that were previously incorporated by reference. The Vendor shall commence providing ferry transportation services and associated services on or before January 16, 2024, as specified in the RFP. The Vendor may begin accepting reservations or the sale of tickets for ferry transportation pursuant to this contract immediately upon execution. All reservations or ticket sales must be for transportation which occurs on or after January 16, 2024.

The Vendor shall provide the ferry transportation service from points of embarkation and disembarkation as directed by the County. Any point of embarkation and disembarkation shall only be at an approved location as designated by the County. The County reserves the right to change the sites of embarkation and disembarkation as deemed necessary to ensure the reliable and stable requirements for the provision of ferry transportation services. The initial sites for embarkation and disembarkation for ferry services to Daufuskie Island shall be at C.C. Haigh Jr. Landing and at the Melrose Landing Dock.

Coordination of the Work and administration of this Contract shall be by the **Beaufort County Administrator or the Special Assistant to the County Administrator.**

SECTION THREE
Contract Price: Payment Terms

County agrees to pay for the performance of the services described in this Contract, including all items necessary to accomplish and complete the services, in accordance with all terms and conditions as stated herein on the following basis:

Contract Amount: **Three Hundred Sixty-Five Thousand Per Year (\$365,000.00)**

Payments: Vendor shall be paid monthly the sum of Thirty Thousand Four Hundred Sixteen Dollars and Sixty-Six Cents (\$30,416.66) with the submission of monthly invoices. As stated on Exhibit C, an additional \$10,000 per month payment will be due to Vendor's to cover Vendor's expense for the use of Melrose landing on Daufuskie Island. This payment is to be listed on the invoice until the County acquires the Melrose Landing property. After acquisition, this \$10,000 per month payment will cease. Payments for services provided pursuant to this contract shall not begin until January 16, 2024, even though the Vendor shall be entitled to accept payment from passengers for sales or reservations of tickets made prior to the January 16, 2024, start date. Payment by the County is to be made to Vendor within 30 days of receipt of invoice. The County understands that a 10% penalty for delinquent payments on monthly invoices may be charged by the Vendor.

The contract amount is calculated at One Thousand (\$1,000.00) dollars per day to be paid by the County. This is calculated at One Hundred Twenty-Five (\$125.00) dollars per trip for eight (8) trips each day, as detailed in paragraph eighteen (18). There will be a two percent (2%) increase each year to compensate for inflation and fluctuation fuel prices.

The Vendor is responsible for sale of all tickets and collection of all ticket revenue.

For cancellations of regularly scheduled ferry trips which are a result of inclement weather that endangers safe passage, as determined by the Licensed Captain, the Vendor shall credit the County the amount of One Hundred Twenty-Five (\$125.00) dollars. The maximum credit per day shall be One Thousand (\$1,000.00) dollars which would be for eight trips. More plainly stated, the Vendor shall not receive compensation for unexecuted trips due to inclement weather.

If the Vendor does not complete any regularly scheduled ferry trip for reasons other than inclement weather the Vendor shall not receive compensation for that trip and will credit the County the cost of one (1) additional trip for each one-way trip not made that day.

Invoices for payment shall be prepared and submitted electronically. All invoices shall be addressed to Beaufort County, Attention: Hank Amundson, Special Assistant to the County Administrator, PO Drawer 1228 Beaufort SC 29901.

SECTION FOUR
Time: Term of Contract

The County hereby contracts with Vendor to provide ferry transportation services to and from Daufuskie Island beginning January 16, 2024, as specified herein, for a term of five (5) years, subject to annual appropriation by Beaufort County Council. The County reserves the right to extend the term of this Contract, if it is determined to be in its best interest. This contract may be extended by the County for up to two (2) additional five (5) year terms. This contract may not exceed a total of fifteen (15) years. Upon County executing the extension option, the vendor has the right to decline the extension by supplying the County 120-day prior written notice. The Vendor has 60 days from the execution of extension option by the County to give their notice of their choice to decline.

The Vendor expressly acknowledges that time is of the essence in completion of this Contract and that the time limits and dates for the provision of ferry transportation services and associated services herein are critical components of the Contract. The Vendor warrants and represents that it has taken these facts into consideration and has determined that it can begin the work within these time limits, including time for likely delays caused by weather or from other sources. The Vendor will not be compensated for any delays beyond the time set forth herein. The Vendor's only remedy for delays may be an extension of time to perform the Work. Due consideration will be given to claims for an extension of time due to extraordinary circumstances only.

SECTION FIVE
Insurance Requirements

The Vendor, at its own expense, shall at all times during the term of the Contract, maintain insurance as included in the solicitation, Insurance Requirements, which is attached hereto and previously incorporated by reference. The County may contact the Vendor's insurer(s) or insurer(s)' agent(s) directly at any time regarding the Vendor's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The Vendor shall also require any Subcontractors to carry the same coverages in the same amounts. The County, at its own expense, shall at all times during the term of the contract, maintain and insure the embarkation/debarkation sites.

Either party must be advised immediately of any changes in required coverages.

SECTION SIX
Compliance with Legal Requirements

All applicable federal, state and local laws, ordinances, and rules and regulations of any authorities (including, but not limited to, any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of Vendors) shall be binding upon the Vendor throughout the pendency of the Work. The Vendor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the County harmless and indemnify same in the event of non-compliance as set forth in the Contract.

The Vendor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws (1976, as amended) and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the Vendor and its Subcontractors or sub-

Subcontractors; or (b) that the Vendor and its Subcontractors or subSubcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both."

The Vendor agrees to include in any contracts with Subcontractors, language requiring Subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in its contracts with the Subcontractors language requiring the sub-Subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

The Vendor agrees to and shall certify agreement to abide by the requirements under Title VI of the Civil Rights Act of 1964, and other non-discrimination authorities under Federal Executive Order Number 11246, as amended, and specifically the provisions of the equal opportunity clause.

The Vendor shall comply with all federal, state and local laws, ordinances, rules and regulations of any authorities throughout the duration of this Contract. The Vendor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the County harmless and indemnify same in the event of non-compliance.

SECTION SEVEN
Drug-free Workplace Act

The Vendor shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended). The County requires all Vendors executing contracts for a stated or estimated value of \$50,000 or more to sign a Drug-free Workplace Certification form prior to the issuance of the Notice to Proceed.

SECTION EIGHT
Vendor's Warranties and Representations

The Vendor represents that its staff is knowledgeable about and experienced in performing the Work required in this Contract and warrants that it will use best skill and attention to provide above-described Work in a professional, timely manner.

The Vendor warrants and represents that it shall be responsible for all Subcontractors working directly for it, as well as for their work product, as though the Vendor had performed the Work itself.

If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the Work covered by the bid and provided by the Vendor are to be suitable for the purpose intended. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Vendor shall furnish to the County Administrator or designee, for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Vendor contemplates

incorporating in the Work. When required by this Contract or when called for by the County Administrator or designee, the Vendor shall provide full information concerning the material or articles that he contemplates incorporating in the Work. When so directed, samples shall be submitted for approval at the Vendor's expense, with all shipping charges prepaid.

The County Administrator or designee may, in writing, require the Vendor to remove from the Work Site any employee the County Administrator or designee deems incompetent, careless or otherwise objectionable.

SECTION NINE
Retention of Records

The Vendor is required and agrees to maintain for three (3) years from the date of Final Payment, or until the end of any audit or closure of all pending matters under this Contract, whichever is later, all books, documents, papers, and records pertinent to this Contract. The Vendor agrees to provide to the County, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Vendor further agrees to include these provisions in any subcontracts issued in connection with this Contract.

SECTION TEN
State and Local Taxes

Except as otherwise provided, Contract prices shall include all applicable state and local taxes.

The Vendor shall calculate that portion of the Contract that is subject to the six percent (6%) South Carolina sales and/or use tax, and this amount shall be itemized and shown on all invoices and shall be paid to the SCDOR by Vendor. If the Vendor is a non-South Carolina Company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless the Vendor furnishes the County with a valid South Carolina Use Tax Registration Certificate Number.

The Vendor shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon or billed to the County as a result of the Vendor's failure to pay any tax of any type due in connection with this Contract.

The Vendor shall ensure that the above sections are included in all subcontracts and sub-subcontracts and shall ensure withholding on out of state sub and sub-Subcontractors to which withholding is applicable.

SECTION ELEVEN
Independent Vendor

The Vendor is an independent Vendor and shall not be deemed the agent or employee of the County for any purpose whatsoever. Vendor shall not hold himself out as an employee of the County and shall have no power or authority to bind or obligate the County in any manner, except the County shall make payment to the Vendor for work and expenses as herein provided. The Vendor shall obtain and maintain all licenses and permits required by law for performance of this Contract by him or his employees, agents, and servants. The Vendor shall be liable for and pay all taxes required by local, state or federal governments, including but not limited to social security,

Workers' Compensation, employment security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the County to or for the benefit of the Vendor or its employees, agents, or servants by reason of this Contract.

SECTION TWELVE

Other Contracts

The County reserves the right to undertake or award other contracts for work/services outside the scope of this contract and all exhibits attached hereto and incorporated herein and the Vendor shall fully cooperate with such other Vendors, County employees and carefully fit its own work/services to such work/services as may be directed by the County. The parties agree that the Vendor is sole operator of the public Ferry system as put forth in the scope of work. The Vendor shall not commit or permit any act by its forces or Subcontractors which will interfere with the performance of work/services by any other Vendor or by County and or Department employees. The County commits to restrict other commercial users from utilizing or operating from the designated embarkation sites.

SECTION THIRTEEN

Permits and Licenses

The Vendor shall, without additional expense to the County, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina, a municipality or the County or any other authority having jurisdiction. Prior to execution of a contract, the Vendor may be required to provide a copy of its current applicable Vendor's License issued by the State of South Carolina and business license issued by the County. Vendor's (and or any Subcontractor's) License Number, Person's Name and Business Name must all be shown on all required licenses. If requested, the county will assist in obtaining a Business License in a timely manner in order for ferry services to be provided.

SECTION FOURTEEN

Safety, Health, and Security Precautions

The Vendor shall take proper safety, health, and security precautions to protect its workers and the County's property, workers and the public at all times during the term of this Contract. All materials shall be stored securely, protected from theft or damage. The vessel Captain, on behalf of the Vendor, has the right to refuse service for just cause to any individual at their sole reasonable discretion, in order to protect the health, safety, and security of all as stated above.

SECTION FIFTEEN

Inspection and Acceptance

All Work shall be subject to inspection and test by the County at all reasonable frequencies, times and places. The Vendor shall, without charge, correct any workmanship found by the County not to conform to the Contract requirements.

SECTION SIXTEEN
Conditions Affecting the Work

The County shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions that can affect the Work or the cost thereof. The parties assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this Contract unless such understandings or representations by the County are expressly stated in this Contract.

SECTION SEVENTEEN
Cleanup Work: Repair of Damages

During the performance of the Work, the Vendor shall continuously keep County-provided workspace (the "Work Site") and areas adjacent thereto in an orderly condition, free and clear from debris and discarded materials in the areas utilized for ferry services.

Vendor will restore or replace, when and as directed by the County, any public or private property damaged or destroyed by Vendor's work, equipment, or employees to a condition at least equal to that existing immediately prior to the beginning of the Work.

County is responsible for all Maintenance and repair of the embarkation/debarkation sites outside of damage caused by the vendor.

SECTION EIGHTEEN
Performance Requirements

The Vendor is required to provide a minimum of four (4) round trips to and from Daufuskie Island and mainland approved embarkation sites each calendar day. These are the eight county subsidized trips which are specifically required by this contract. The daily mandatory trip schedule shall be as follows:

Hilton Head debarkation times: 7am, 10:00am, 1:00pm, 4:00pm

Daufuskie Island debarkation times: 8:30am, 11:30am, 2:30pm, 5:30pm

The Vendor is permitted to provide additional ferry trips at their discretion. It is expressly understood by both parties that optional additional trips are not required by this contract. Any additional ferry trips shall not interfere with the required ferry trips described above.

In the event of a State declared State of Emergency and order by the Governor to mandatorily evacuate the County or coastal areas, additional ferry trips may be necessary to assist in the evacuation of the residents and visitors on Daufuskie Island. In such an instance the County Administrator may request sufficient additional ferry trips to accommodate the evacuation. For each additional trip during the mandatory evacuation and return from evacuation the Vendor shall be compensated in the amount of One Hundred and Twenty-Five (\$125.00) dollars each way. Additionally, the vendor shall be entitled to charge and retain the fare from all passengers on these runs.

SECTION NINETEEN

Suspension of Work

The County Administrator may order suspension of the Work in whole or in part for such time as he deems necessary because of the failure of the Vendor to comply with any of the requirements of this Contract, and the Contract's completion date shall not be extended on account of any such suspension of Work.

When the County Administrator orders any suspension of the Work under the paragraph above, the Vendor shall not be entitled to any payment for Work with respect to the period during which such Work is suspended and shall not be entitled to any costs or damages resulting from such suspension.

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

SECTION TWENTY

Modification of Contract

The County Administrator or designee, has the right to modify or amend this Contract, within the general scope of work described above and in the incorporated Exhibits, when the modification is in the best interest of the County, provided however, the Vendor is given written notice of any such modification and has agreed in writing and the County is responsible for paying Vendor for any additional expenses incurred by the Vendor that relate to the modification. Subject to the above, the Vendor shall immediately notify the County in writing of any proposed adjustment in the schedule for performance. No schedule change to the 8 required ferry runs may occur prior to approval by the County Administrator. The County will be obligated to pay for any additional work performed pursuant to the modification. No claim by the Vendor for an adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.

SECTION TWENTY-ONE

Termination

A. For Default

If the Vendor refuses or fails to perform the Work or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the County, to comply with any of the terms and conditions of the Contract Documents deemed, in the sole opinion of the County, to be material (including, without limitation, the requirement that Vendor obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Contract.

In the event of a default under this Section, the County shall have the right to inform the Vendor of the default and demand that the Vendor immediately deliver a plan to remedy the default. If the Vendor does not respond with a timely or reasonably achievable plan, the County may terminate forthwith this Contract by additional written notice to the Vendor. In the event of such default, the advance notice period for termination is waived and the Vendor shall not be entitled to any costs or damages resulting from a termination under this Section.

Whether or not the Vendor's right to proceed with the Work is terminated, it and its sureties shall be liable for any damage to the County resulting from the Vendor's default.

B. Termination for Non-Appropriation of Funds

The Purchasing Director, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a federal, state, County or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Vendor shall be compensated for all necessary and reasonable direct costs of performing the Work actually provided to the date of such termination. The Vendor will not be compensated for any other costs in connection with a termination for non-appropriation. The Vendor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

C. Rights Cumulative

The rights and remedies of the County or Vendor provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

SECTION TWENTY-TWO

Indemnification

Except for expenses or liabilities arising from the negligence or intentional acts of the County, the Vendor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the negligent or intentionally wrongful performance, action or inaction of the Vendor in conduct of this Contract, as follows:

For matters other than those arising from the rendering or failure to render professional services, the Vendor expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the Vendor and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the County and/or its officers or employees or by any member of the public, to indemnify and save the County and its officers and employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the negligence, action or inaction of the Vendor, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the County. Such costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by the County and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Vendor's employees and any person, directly or indirectly employed by the Vendor (including, without limitation, any employee of any Subcontractor), the County's officers or employees, the employees of any other independent Vendors, or occurring to any member of the public. When the County submits notice, the Vendor shall promptly defend any aforementioned action.

For matters arising out of the rendering or failure to render professional services, the Vendor will indemnify and save the County and its officers and employees harmless from and against all liabilities, penalties, demands,

claims, lawsuits, losses, damages, costs and expenses arising out of or resultant from any negligent act, error or omission of the Vendor in the rendering or failure to render professional services under this Contract. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees incurred by the County and its officers and employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Vendor's employees and any person, directly or indirectly employed by the Vendor (including, without limitation, any employee of any Subcontractor), the County's officers or employees, the employees of any other independent Vendors, or occurring to any member of the public. When the County submits notice of a claim that triggers the indemnity, the Vendor shall promptly defend any aforementioned action.

The limits of insurance required in this Contract shall not limit the Vendor's obligations under this Section. The terms and conditions contained in this Section shall survive the termination of the Contract or the suspension of the Work hereunder. To the extent that any liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the acts of the County, the Vendor's obligations shall be reduced in proportion to the County's fault. The obligations herein shall also extend to any actions by the County to enforce this indemnity obligation. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

SECTION TWENTY-THREE

Gratuities and Kickbacks

Gratuities. It shall be unethical for any person to offer, 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, preparation or 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 of a contract or subcontract, or to any solicitation or proposal therefore.

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 to hire any Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Violation of this clause may result in Contract termination.

SECTION TWENTY-FOUR

Labor: Subcontractors

No subcontracts shall be allowed without the prior written approval of the County. The Vendor shall not contract with a proposed person or entity to whom the County has made reasonable and timely objections. The Vendor shall not be required to contract with anyone to whom the Vendor has made a reasonable and timely objection.

The Vendor shall enforce strict discipline and good order among its employees and other persons carrying out the performance of the Contract.

employment of labor by the Vendor shall be affected under conditions which are satisfactory to the County. The Vendor shall remove or cause to have removed from the project any employee or employees who are reasonably considered unsatisfactory by the County.

The Vendor will furnish a competent representative who is to be kept available to represent the Vendor for the purpose of receiving notices, orders and instruction. No substitutions shall be made of such Vendor's representative without the approval of the County and a replacement by someone with comparable, skills, experience and talent.

SECTION TWENTY-FIVE

Assignment

The Vendor shall not assign in whole or in part the Contract without the prior written consent of the County or its Assignee. The Vendor shall not assign any money due or that may become due to it under said the Contract without the prior written consent of the County or its Assignee. Each Party binds itself, its successors, assigns, executors, administrators or other representatives to the other Party hereto and to successors, assigns, executors, administrators or other representatives of such other Party in connection with all terms and conditions of the Contract.

SECTION TWENTY-SIX

Controlling Law

The laws of South Carolina shall govern this Contract. All litigation arising under this Contract shall be litigated only in a nonjury hearing in the Court of Common Pleas, Fourteenth Judicial Circuit, Beaufort County, South Carolina.

SECTION TWENTY-SEVEN

Entire Contract

This Contract constitutes the entire understanding and contract between the Parties hereto and supersedes all prior and contemporaneous written and oral contracts between the Parties and their predecessors in interest regarding the subject matter of this Contract. This Contract may not be changed, altered, amended, modified, or terminated orally, except as specifically provided, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto.

SECTION TWENTY-EIGHT

Severance

Should any part of this Contract be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Contract as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive.

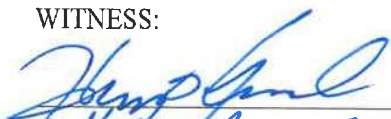

SECTION TWENTY-NINE


Non-waiver

Any waiver of any default by either Party to this Contract shall not constitute waiver of any subsequent default, nor shall it operate to require either Party to waive, or entitle either Party to a waiver of, any subsequent default hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract under their several seals as of the day and year first written above.

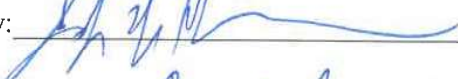
WITNESS:


Henry Anderson

Arthur C. Turner


Arthur C. Turner


Henry Anderson

BEAUFORT COUNTY

By: 
Its: Beaufort County Administrator

VENDOR

By: 
Its: Owner

EXHIBIT C

The scope of services to be provided by Low Country Ferry, LLC are as follows;

- Provide and manage a website for marketing, reservation management, ticket sales.
- Market & manage reservation system and ticket sales for all ridership.
- Provide a minimum of 4 round-trip runs to and from Daufuskie Island from the County approved embarkation sites at the times stated in Exhibit B, the Vendor's proposal.
 - Hilton Head debarkation times: 7am, 10:00am, 1:00pm, 4:00pm
 - Daufuskie debarkation times: 8:30am, 11:30am, 2:30pm, 5:30pm
 - Provider (LCF) may add additional trips as it sees beneficial.
- Staff the County approved mainland embarkation site during operational hours in order to assist with:
 - Welcome, Ticket sales/collection, and managing riders in preparation for the trip.
 - Receiving and handling luggage/cargo for riders.
 - Provider may charge fees for the handling and transportation of excess luggage/cargo.
 - Base amount of allowable luggage cargo to be approved by the County.
- Assist riders with accessibility issues with embarkation and debarkation from boats.
- Provide Ferry Riders with approved overnight parking pass for parking on the mainland embarkation at CC Haigh Jr. Landing.
 - If fees are established in the future, the County will determine rates and a revenue split will be established.
- Provide complimentary access and transport to properly identified governmental employees/officials engaged in official business. This does not cover daily transport of EMS and Fire Fighters to and from work.
- As proposed, provide evacuation services from Daufuskie Island in the event of a named storm and or a Governors' Order for evacuation. Service to continue until Coast Guard licensed Captain deems travel unsafe.

Allowances and Requirements

- Contractor may create and sell merchandise as associated with the Ferry Operation.
- Contractor may set rates for public, tourist, non-QDR rates.
- Contractor must only charge Qualified Discount Riders (QDRs) as defined in the RFP the rates set forth by the County. The approved one-way rates are:
 - LEVEL 1 TICKET - \$4 one-way
 - Full-Time Daufuskie Island Resident Homeowners (4% Assessment Rate) and their resident dependents*.
 - Based on records of the Beaufort County Assessor's Office
 - Closing documents and verification of application for 4% assessment will be required to verify recent purchase and/or new home construction.
 - LEVEL 2 TICKET - \$5 one-way
 - Full-Time Daufuskie Island Resident Property Renter and their resident dependents*
 - Must provide a copy of a signed lease/rental agreement from landlord and/or property owner verifying rental term for a period of at least one year. The County may request a notarized statement.
 - LEVEL 3 TICKET - \$8 one-way
 - Non-Full-Time Daufuskie Island Resident Property or Homeowner (6% Assessment Rate) and their resident dependents*.
 - Eligibility determined by records of the Beaufort County Assessor's Office.
 - Time-Share ownership is not eligible as a QDR.

*Resident Dependent is defined as a dependent currently living within the household of property owners and full-time renters.

**These rates may be adjusted with the approval of the County on an annual basis.

***All QDRs must register for and be in possession of a QDR Pass issued by the County in order to receive the discounted rate.

Temporary Scope on Daufuskie Island:

- Vendor is to contract with owner of Melrose Landing for the use of the Melrose Landing embarkation facility, for the operation of the public ferry system, until such time as the County's condemnation/acquisition process is complete.
 - County will pay Vendor the amount of \$10,000/month as paid by the previous Vendor until the County's condemnation/acquisition process is complete.