

**City Council Minutes
September 1, 2026**

Orangeburg City Council held its regularly scheduled meeting on Tuesday, September 1, 2026, at 6:00 pm in Council Chambers, 933 Middleton Street with Mayor Butler presiding.

PRESENT:

Michael C. Butler, Mayor
Annette Dees Grevious
Jerry Hannah
Jordan E. Hawkins
Dr. Kalu Kalu, Mayor Pro Tem
L. Zimmerman Keitt
Sandra P. Knotts

A motion was made by Councilmember Keitt, seconded by Councilmember Knotts to approve August 18, 2026, City Council Minutes. The motion was unanimously approved.

Mayor Butler recognized Resilience as the September Orangeburg County Community of Character Trait.

Ms. Shanae Curry, The Cinema concerning the Special Events Ordinance. She stated, "We are here regarding the ordinance requiring our events to closed at 11:59pm. We are wondering if the time could be changed back to everyone out by 2:00am. We have a venue hall for weddings and parties and sponsor a lot with both universities. The 11:59pm time is not beneficial for rental events at our business."

Mr. Randy Conner, The Cinema appeared before Council concerning the Special Events Ordinance. He stated, "This ordinance not only affects our business, but it also effects the eight families on our payroll when we cannot run till 2:00am. We have been running The Cinema for about four years. Our track record speaks for itself as there have been no incidents at our establishment. We have always been transparent with Chief Austin. We make sure security is there. If they cannot provide security, my wife provides it. What happens at 2:00am can happen at 2:00pm. All we can do as individuals is to try to protect those who are at our establishment. We do the best we can with assistance of the City police. I do not understand because at first we were told we were the same as the social clubs that are open to 2am. We do not have complaints from neighbors because we know the requirements. A lot of the students help pay for their college by having these events. Also, it trains them as a lot of them move off to become big promoters in other states. Please reconsider this because it is not only affecting our livelihood, but also the livelihood of the families I employ."

Councilmember Hannah stated, "You mentioned something about two different classifications. Are there other businesses open after 11:59pm?"

Mr. Conner stated, "Yes, at first, we were considered under the classification with the social clubs. Then we were moved to close at 11:59pm and the application is required 45 days prior to the event. Private clubs are open till 2:00am."

Mayor Pro Tem Kalu asked, "When did you receive the notice? How many incidents have occurred at your facility?"

Mr. Conner stated, "This has been in place for two years. There have been no incidents."

Ms. Desiree Ross, The Ross Center addressed Council concerning the Special Events Ordinance. She stated, "My husband and I own the Ross Center, 1535 Russell Street, next to the old bowling alley. We have owned it for almost 18 years. We have a great reputation and operate very responsible as we do not want any issues in the building or the parking lot. I am here to ask Council to consider the ordinance requiring events and venues like the Ross Center that now must end by 11:59pm sharp including cleaning. I understand the City's concerns about noise, alcohol, crowds, and safety. I am not asking you to remove those concerns or protections. I am asking you to give a responsible business that follows the rules a responsible opportunity to operate a little later. My rental contract is strict, and I enforce it to the fullest. I am proactive about security. We have

cameras inside and outside the facility. If I see something is not going well, I will call Public Safety myself to get someone to drive through the parking lot. The 11:59pm restriction is hurting our ability to compete with other venues that are not in the City. I am asking Council to consider responsible, compliant event venues to operate at least to 1:00am with reasonable safeguards requiring security when appropriate, requiring compliance with noise ordinance and public safety. If a venue does not follow these requirements, take the time away. I am also asking that you distinguish the event time from the cleaning time. If an event is until 11:59pm, give them an extra hour to clean up the facility for the people that own the facility so it can be brought to the original condition. I am not asking to be considered a nightclub or bar. I am asking for a fair opportunity to operate a legitimate small business, pay the property taxes, the business expenses, and maintain my building. But I must generate revenue to continue to do that. I do not want the Ross Center to become another empty building on Russell Street. I am respectfully asking Council to review the ordinance and give responsible venues that follow the rules an opportunity to operate to at least 1:00am with a reasonable safeguard and clean up time. Give those that follow the rules, a fair opportunity to compete, survive, and continue in this great City."

Mayor Pro Tem Kalu asked, "When did you receive the notice? How many citations have you received at that building?"

Ms. Ross stated, "The notice was brought to me by Public Safety. I have received zero citations."

Councilmember Hawkins asked, "I understand this change was made approximately two years ago. Were there some types of problems to cause the change?"

City Administrator Evering stated, "I will need to look into it as I do not recall right off."

Mayor Butler stated, "We will take this under advisement. We will bring all the appropriate people to the table and discuss it and get back with you."

City Administrator Evering addressed Council concerning third reading of an ordinance amending the budget for the City of Orangeburg for the Fiscal Year October 1, 2025, through September 30, 2026. He stated, "There is one change I want to bring to your attention. At the last reading, we amended the budget at \$23,709,310. For this third reading, we have added \$6 million in grant funds. It would take that amended amount to \$29,719,307. As far as our budget to actual, we are still tracking as of last week we are at 80% of budget with about a month left. We anticipate coming in under budget."

Councilmember Grevious asked, "Can you elaborate on the \$6 million in grant funds? Is this grants funds that were utilized or grant funds received?"

City Administrator Evering stated, "Budgeted but not used."

Councilmember Hawkins asked, "Those were grants that we applied for and received?"

City Administrator Evering stated, "Budgeted."

A motion was made by Councilmember Grevious, seconded by Councilmember Keitt to approve third reading of an ordinance amending the budget for the City of Orangeburg for the Fiscal Year October 1, 2025, through September 30, 2026. The motion was unanimously approved.

City Administrator Evering addressed Council concerning third reading of an ordinance adopting the budget for the City of Orangeburg for fiscal year October 1, 2026, through September 30, 2027; establishing the Hillcrest Golf Course Enterprise Fund and renaming the Service Department to the Maintenance Department. He stated, "I want to remind Council of some highlights for the proposed Fiscal Year 2026-2027 budget. We have a general fund proposed budget of revenue and expenses of \$26,376,756. This will include an ARPA fund transfer of approximately \$1.9 million to help cover cost, We originally recommended closing the Forensics Lab and 10 millage increase which would have brought in about \$450,000 for capital improvements for DPS. This \$1.9 million is a one-time non-reoccurring transfer that will help cover those costs. I will emphasize this is non-reoccurring. We will need to find ways to continue to cut expenses or expand the tax base and tax revenue to make sure that we can provide citizens with the services that they currently expect. We are not recommending any new debt for 2027. Business license rates remain unchanged. We

have set aside funds for the update to our comprehensive plan which is required every 10 years. Included is funding for the employee compensation program, \$38,000 for a kennel for rescue animals, \$400,000 for patrol vehicles and equipment, \$74,000 for safety equipment, \$800,000 to refurbish two fire engines, \$220,000 to replace a grapple truck, \$100,000 to replace HVAC equipment in the Council Chambers building and Stevenson Auditorium. We would recommend transferring the ARPA Funds which will eliminate funding available to fund some projects that were listed in ARPA. I want to be clear we will have to find other funding sources to do those projects."

Mayor Pro Tem Kalu asked, "I am glad we are not increasing the millage rate. As we move into the budget for the new fiscal year, I will implore you to try very hard to have a CFO to track our expenses and revenue and report on how we are doing financially. The second item is we need to find a solution with our partnership with SCSU to make sure it is a viable program for the City. We need to go back to the audit in terms of consolidation because that was one of the proposals to combine things to reduce expenses. We need to redirect what we do financially because most of our folks are on either Medicare or retired so we cannot keep imposing tax increases and the unemployment rate is high in the City and the County of Orangeburg."

City Administrator Evering stated, "As you all know, we have hired a consulting search firm that we have been working with to find a CFO. A CFO for local government is probably one of the most difficult positions to fill. It is extremely difficult to find a qualified, experienced candidate. We are continuing the process of working with the consultant. They are doing preliminary interviewing to identify finalist candidates for us to consider. As far as Hillcrest is concerned, we certainly know that Hillcrest has been an issue but quite frankly, the investment in Hillcrest has not been what it should have been over the years. We entered into a new agreement with SCSU that allows the City to terminate the agreement if there are two years of losses at Hillcrest. SCSU has given \$700,000 for the Top Tracer facility at Hillcrest that is in the process of being constructed. We expect that to be a significant revenue generator. Council set aside \$2.2 million in Capital Project Sales Tax (CPST) that can be used for improvements to Hillcrest. We believe that once significant investments and improvements are made at Hillcrest that the usage will increase, thereby revenue will increase as we realize this is an important asset to the entire community and has been for years. Again, if there are losses, we have the option to get out of the agreement."

Councilmember Grevious asked, "The \$2.2 million for Hillcrest improvements are through the penny tax that was voted on by the public, correct?"

City Administrator Evering stated, "Yes, It was by referendum voted on by the public."

Councilmember Grevious asked, "Do we anticipate a surplus for Fiscal Year 2026-2027? If so, where do those funds go?"

City Administrator Evering stated, "That is always the goal. Yes, we are budgeting accordingly for the new fiscal year just like we did this past year. I commend our Directors for being mindful of spending and trying to find revenue-generating activities which have allowed us to be at about 80% of our budget this year. The surplus goes to the reserves to make sure that we have built up reserves."

Councilmember Grevious asked, "What are the reserves used for?"

City Administrator Evering stated, "In case something happens like a bad storm, for a rainy day so to speak."

A motion was made by Councilmember Keitt, seconded by Mayor Pro Tem Kalu, to approve third reading of an ordinance adopting the amended budget of the City of Orangeburg for the Fiscal Year October 1, 2026, through September 30, 2027, for the Forensic Lab to remain open; establishing the Hillcrest Golf Course Enterprise Fund; and renaming the Service Department as the Maintenance Department. The motion was approved 6-1. Councilmember Hannah opposed.

Assistant City Administrator Williams addressed Council concerning third reading of an ordinance to approve a change to the Zoning District Map from A-1 Residential, Single-Unit District to B-3, Neighborhood Business District for property belonging to Donald G. and Steven M Adkins located

at 1374 St. Matthews Road TMS# 0174-18-09-005.000. She stated, "As mentioned previously, the developer, Mr. John Politas, spoke at the public hearing at the last meeting to discuss his plans for a coffee shop on the property. Mr. Politas has a contract with the property owners which allows him to speak on their behalf. He also presented his plans at the June Planning Commission meeting. One person from the community attended but did not speak. The Planning Commission voted to recommend the rezoning to City Council. I reached out to Mr. Politas today regarding any outreach that he may have done, and I was told that there was no outreach that was done. However, as required, the City mailed everyone in that area a notification so that they were aware."

Mayor Pro Tem Kalu asked, "At the last meeting, we talked about fencing on the property. How far will the fence go?"

Public Works Director Epting stated, "They are required to provide a buffer along the perimeters of the residential areas to run the entire length of the property."

Councilmember Knotts asked, "What type of buffer is required?"

Public Works Director Epting stated, "Our Zoning Ordinance requires a Type B buffer which would be a six-foot fence made of stone or concrete."

A motion was made by Mayor Pro Tem Kalu, seconded by Councilmember Keitt to approve third reading of an ordinance to approve a change to the Zoning District Map from A-1 Residential, Single-Unit District to B-3, Neighborhood Business District for property belonging to Donald G. And Steven M Adkins located at 1374 St. Matthews Road TMS# 0174-18-09-005.000. The motion was approved 4-3. Councilmember Knotts, Councilmember Hannah, and Councilmember Grevious opposed.

Assistant City Administrator Williams addressed Council concerning a resolution approving the City Administrator to negotiate and enter into a contract with W.E. Contracting, LLC for the reconstruction of Police Camp Road. She stated, "This is due to the flooding that occurred in 2024. We issued an RFP in April of this year. We received very little response, so we reissued the RFP in June. Bid notifications were placed on the SCBO site which is the state business opportunity site as well as our website for any interested party to view and respond. The following criteria were used proof of commercial liability insurance, timeliness of RFP response, experience, qualifications and ability to perform the requested services, cost, references, and any demonstrated compliance with state and federal laws for a total of 100 points. There were four evaluators including myself and we had a total of five bid responses. We recently sent a letter to W. E. Martin Contracting LLC informing them that they received the highest overall score based on the evaluation criteria and that we recommend them to Council to be awarded the contract. We received funds from FEMA towards the reconstruction of the road and that was based on an estimate given to us by a local contractor however they did not respond to the RFP."

A motion was made by Councilmember Hannah, seconded by Mayor Pro Tem Kalu to approve a resolution approving the City Administrator to negotiate and enter a contract with W. E. Martin Contracting, LLC for the reconstruction of Police Camp Road. The motion was unanimously approved.

City Administrator Evering addressed Council concerning first reading of an ordinance amending Chapter () of the City Code to add a new article regulating electric scooters, electric-assist bicycles, electric micromobility devices, party bicycles, and shared mobility devices; establishing definitions, operating rules, equipment and safety requirements, discount zones, parking and obstruction rules, rental and shared-fleet regulations and enforcements and penalties. He stated, "The City attorney has proposed an ordinance for your consideration. I will highlight a few of the items. In this ordinance, electric mobility devices would be allowed to operate in roadways if the speed limit is 24 miles per hour or less. They must ride on the right side of the road and obey all traffic controls. As it relates to sidewalks, bicycles, e-bikes, and scooters only would be allowed to ride on sidewalks at a speed of eight miles per hour or less. They must yield to pedestrians and provide audible signals to pass. Micromobility devices and mopeds cannot operate on sidewalks. There will be no sidewalk riding in a Central Business District which currently will be designated as Russell Street or sidewalk paths bordering SCSU or Claflin University. Anyone in that capacity must dismount and walk. Under equipment and safety, devices must have lights, front and rear reflective material required after dark and functioning brakes. Again, they must yield and provide

audible signals before passing pedestrians. No one under 16 should be allowed to operate these electric devices. If you are under 21, you must wear a helmet. There can be no tampering with e-bikes, speed limiters, or mislabeling modified devices. As far as prohibited activities, rentals, shared or dockless fleets of scooters, e-bikes, or micromobility devices would be banned on the public way. Party bicycles like pedal pubs or beer bikes would be banned outright on any public street, sidewalk, trail or right away. Parking or abandoning devices that block pedestrian paths would be prohibited if they are on curb ramps, transit stops, entrances, or ADA accessible features. As far as enforcement, violation equals public nuisance and civil penalties escalate within a rolling twelve-month period starting at \$75 for the first offense, \$110 for second offense, \$250 for third offense and \$500 for any subsequent offenses. Non-compliant devices may be impounded; administrative hearings are available for anyone who wants to protest within 14 days. The City may also pursue injunctive relief. As far as administration, it would require the City Administrator or designate to review the article at least every twenty-four months for changes in technology, state law, and industry, and it would be effective upon approval. This is still a work in progress, but we wanted to put forth something for you to consider. I recommend, if you are amenable to it, we engage SCSU and Claflin University for their input."

Mayor Pro Tem Kalu asked, "Are motorized wheelchairs classified in this ordinance?"

City Attorney Kozlarek stated, "I will look in the section, but the intent was there be a carve out for handicap related devices."

Councilmember Hawkins asked, "Can you explain the section, riding on public highways with a speed limit of less than 25 miles an hour?"

City Administrator Evering stated, "Yes, on roadways allowed if the speed limit is posted at 25 miles per hour or less but they would have to obey traffic signals and ride on the right side of the street."

Councilmember Hawkins asked, "Is there anything in Title 56 that prevents an e-bike or e-scooter to travel on roadways?"

City Attorney Kozlarek stated, "As far as I recall, Title 56, other than actual motor vehicles, of course, deals with golf carts and in November, it will deal with side by sides."

Councilmember Hawkins asked, "So the definition of a motor vehicle in Title 56 does not cover these?"

City Attorney Kozlarek stated, "No and low-speed vehicles which is a separate section would also not cover this as well."

Councilmember Grevious asked, "For clarification, he sidewalks, pathways bordering SCSU and Claflin University, would include Highway 601, correct? As it is written, they would have to walk the bike along Highway 601?"

City Administrator Evering stated, "Yes."

Councilmember Grevious asked, "Riders under 16 years old may not operate an electric scooter or micromobility device. If the device is made for a child, they must still be 16 years of age to operate that device?"

City Attorney Kozlarek stated, "Yes, as it is currently drafted."

Councilmember Grevious asked, "Is this banning any rental companies coming into the City to rent e-bikes to citizens?"

City Administrator stated, "Yes."

Councilmember Hawkins asked, "Chief Austin, have we had any collisions or incidents with these scooters? Also, have we seen an increase in these scooters in the City?"

Chief Austin stated, "We have had a couple of incidents but no injuries. Yes, we are seeing an increase in e-bikes and noticed an uptick in the thefts of e-bikes."

Councilmember Hannah asked, "It is not the City's intent to put handcuffs on these tools that some people use to go to work, school and some for pleasure. There is a difference between a scooter that goes 20 miles per hour and an e-bike that goes 75-80 miles per hour. The intent was to make citizens aware of this influx of electrical bikes/scooters for safety reasons. This ordinance is to give rules and regulations so we can better ourselves in Orangeburg knowing that we have a town where people are safe to ride e-bikes."

A motion was made by Councilmember Hannah, seconded by Councilmember Keitt to approve first reading of an ordinance amending Chapter () of the City Code to add a new article regulating electric scooters, electric-assist bicycles, electric micromobility devices, party bicycles, and shared mobility devices; establishing definitions, operating rules, equipment and safety requirements, discount zones, parking and obstruction rules, rental and shared-fleet regulations and enforcements and penalties. The motion was approved 4-2-1. Councilmember Hawkins and Councilmember Grevious opposed. Councilmember Knotts abstained.

Mayor Butler stated, "Item 7 is City Council's determination of Grievance Matter – DPS. On July 23, 2026, the City Grievance Committee held a hearing regarding Benjamin Jones and Battalion Chief Winningham concerning the Lieutenant Promotion Process. Council has received and reviewed the Grievance Committee's findings and recommendations. The Committee recommended that the City of Orangeburg and Department of Public Safety 1) adopt a comprehensive written promotional policy, 2) clearly communicates the promotional process, evaluation, criteria, and scoring methodology, 3) establish a standard scoring system, 4) ensure all candidates receive the same information, material, and timelines, 5) require candidates to acknowledge their understanding of the promotional process, 6) maintain complete documentation on promotion and selection process. The Committee also recommended that DPS consider readministering the Fire Lieutenant Promotion process. Is there a motion for Council to accept the Grievance Committee's finding and approve all the recommendations with the exception of readministering the Lieutenant Promotion process."

A motion was made by Councilmember Grevious, seconded by Councilmember Hannah to conclude the grievance process by adopting 1) a comprehensive written promotional policy, 2) clearly communicate the promotional process, evaluation, criteria, and scoring methodology, 3) establish a standard scoring system, 4) ensure all candidates receive the same information, material, and timelines, 5) require candidates to acknowledge their understanding of the promotional process, and 6) maintain complete documentation on promotion and selection process. Again, I move that we conclude the grievance process as stated and direct any further matters to the City Administrator to handle. The motion was approved 6-1. Councilmember Hawkins opposed.

DPU Manager Harley addressed Council concerning third reading of an ordinance to amend the Budget for the operation of the Department of Public Utilities for the Fiscal Year October 1, 2025, through September 30, 2026. He stated, "At your desk is the highlighted version of the amendment that we will ask you to make to the amended budget. I want to point out the changes. We are projecting a \$76,655,000 instead of the \$70,000 increase to cost of total sales. The increase will be approximately \$7,000,000 increase to our cost of total sales. Under contributed capital, there is a change from \$9.8 million to \$11.5 million in contributed capital which is more reflective of the grants that we have received today. All that changes our net profit after transferring contributions from \$22.9 million to \$17.6 million a net decrease of \$5.3 million."

A motion was made by Councilmember Keitt, seconded by Councilmember Knotts for amendment to the budget for the operation of the Department of Public Utilities for the Fiscal Year October 1, 2025, through September 30, 2026, to revise the net profit after transfer and contributions from \$22,943,057 to \$17,642,157. The motion was unanimously approved.

A motion was made by Mayor Pro Tem Kalu, seconded by Councilmember Keitt to approve third reading of an ordinance to amend the budget for the operation of the Department of Public Utilities for the Fiscal Year October 1, 2025, through September 30, 2026. The motion was unanimously approved.

DPU Manager Harley addressed Council concerning third reading of an ordinance to adopt the budget for the operation of the Department of Public Utilities for the Fiscal Year October 1, 2026, through September 30, 2027, (2) adopt amended Electric rates effective October 1, 2026, (3) adopt amended Water rates effective October 1, 2026, and (4) adopt amended Wastewater rates effective October 1, 2026. He stated, "The revenue has not changed but there is a change based on the impact fee adjustment that Council has passed to this point and will have third reading tonight. We are revising our numbers that will increase our final net profit after transferring contributions by \$660,000 from \$16.8 million to \$17.5 million."

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Grevious for amendment to the budget for the operation of the Department of Public Utilities for the Fiscal Year October 1, 2026, through September 30, 2027, to revise the net profit after transfer and contribution from \$16,887,396 to \$17,547,396. The motion was unanimously approved.

A motion was made by Councilmember Keitt, seconded by Mayor Pro Tem Kalu to approve third reading of an ordinance to adopt the budget for the operation of the Department of Public Utilities for the Fiscal Year October 1, 2026, through September 30, 2027, (2) adopt amended Electric rates effective October 1, 2026, (3) adopt amended Water rates effective October 1, 2026, and (4) adopt amended Wastewater rates effective October 1, 2026.. The motion was unanimously approved.

A motion was made by Councilmember Keitt, seconded by Councilmember Hannah to approve third reading of an ordinance amending Section IV. Department Installations, Subsection C. Water (2) Impact Fees, and Subsection D. Wastewater (2) Impact Fees of the General Terms and Conditions of the Department of Public Utilities. The motion was unanimously approved.

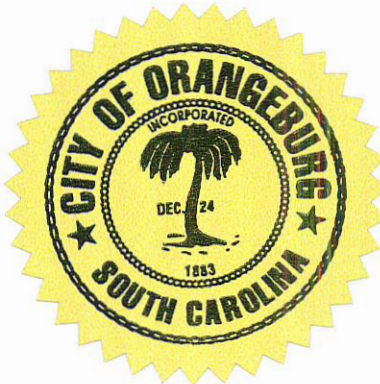
A motion was made by Councilmember Grevious, seconded by Councilmember Knotts to go into Executive Session concerning discussion of matters relating to the proposed location, expansion, or the provision of services encouraging the location or expansion of industries or other businesses in the area served by the public body Sec. 30-4-70(a)(5) – Project Russell. The motion was unanimously approved.

Council did not return to open session. There being no further business, the meeting was adjourned.

Respectfully submitted,

Linda McDaniel

Linda McDaniel
City Clerk





**RESOLUTION APPROVING THE CITY ADMINISTRATOR TO NEGOTIATE
AND ENTER A CONTRACT WITH W E MARTIN CONTRACTING LLC
FOR THE RECONSTRUCTION OF POLICE CAMP ROAD;
AND PROVIDING FOR OTHER RELATED MATTERS.**

The City Council ("Council") of the City of Orangeburg ("City") finds:

WHEREAS, the City owns and maintains Police Camp Road as part of its municipal street system;

WHEREAS, Police Camp Road sustained substantial damage as a result of the flooding that occurred on September 27, 2024, in connection with Hurricane Helene, and the reconstruction of Police Camp Road is necessary to restore the road to its pre-disaster design, function, and capacity ("Project");

WHEREAS, the City was awarded and has accepted federal disaster assistance from the Federal Emergency Management Agency ("FEMA") in the amount of \$156,365 FEMA Disaster No. 4858; FEMA Project No. 826529 to support the Project;

WHEREAS, the City has engaged in a solicitation process related to the reconstruction of Police Camp Road;

WHEREAS, the City received five proposals, which the City scored according to the process outlined by the City in its memorandum, dated June 26, 2026, a copy of which is attached to this Resolution as Exhibit A;

WHEREAS, the City's score sheet is attached to this Resolution as Exhibit B;

WHEREAS, the City's Project Review Committee completed its evaluation of the proposals, and W E Martin Contracting LLC ("W E Martin") received the highest overall score, with a combined score of 334 points;

WHEREAS, W E Martin's proposal also reflected the lowest total cost of the proposals received;

WHEREAS, by letter dated August 27, 2026, the City notified W E Martin that it had received the highest overall score and that a recommendation would be made to the Council to award the Project to W E Martin;

WHEREAS, W E Martin's proposal is attached to this Resolution as Exhibit C ("Proposal");

WHEREAS, the total estimated cost of the Project under the Proposal is \$96,640.10;

WHEREAS, the award of the Project and the City's obligations under this Resolution are contingent upon the approval of FEMA, which is providing funding assistance for the Project;

WHEREAS, the City now desires to approve the Proposal and to authorize the City Administrator to negotiate, execute, and deliver a contract with W E Martin for the Project ("Contract") as described in this Resolution;

NOW, THEREFORE, the Council resolves:

Section 1. Approval of Proposal; Authorization to Negotiate and Enter Contract. The Proposal is approved, and the Proposal is incorporated in this Resolution by reference as if the Proposal were set out in this Resolution in its entirety. The City Administrator is authorized, empowered, and directed to negotiate and finalize the Contract with W E Martin consistent with the Proposal, to execute, the City Clerk, if and as appropriate, to acknowledge, and the City Administrator to deliver the Contract in the name of and on behalf of the City, and to cause the executed Contract to be delivered to W E Martin. The authorizations in this Section are contingent upon the approval of FEMA. Prior to its execution, the Contract shall not be substantively changed in any way that would be materially adverse to the City.

Section 2. General Repealer. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, repealed, and this Resolution takes effect and be in full force from and after its approval.

ADOPTED BY the Council on September 1, 2026.

Mayor

Michael C. Buttl



Members of Council

CHOS

Dandra P. Kivett

James

L. J. Smith

James

Pat

Attest:

City Clerk

Linda McDaniel

EXHIBIT A
CITY MEMORANDUM REGARDING CRITERIA AND SCORING
[RECONSTRUCTION OF POLICE CAMP ROAD]



**REQUEST FOR PROPOSALS
FOR THE RECONSTRUCTION OF POLICE CAMP ROAD
(Also known as Jake Road)
FOR THE CITY OF ORANGEBURG**

City of Orangeburg
Public Works Department
1099 Russell Street
Orangeburg, South Carolina 29115

June 26, 2026 *(Reopened – Revised Due Date)*

REQUEST FOR PROPOSALS

The City of Orangeburg is requesting proposals from interested and qualified professionals to provide reconstruction services of Police Camp (Jake) Road in the City of Orangeburg.

Background and Project Description

Police Camp Road (Jake Road) suffered flood-related washouts during the flooding incident that occurred between November 6, 2024, and November 14, 2024.

Police Camp (Jake) Road is predominately a dirt road with crusher run placed throughout for better stability. Road to be repaired to minimum preflood standard.

Coordinates for the section of road to be repaired is Beginning: 33.466482, -80.863151 Middle: 33.462832, -80.868956 End: 33.458437, -80.869541. This section of the road was damaged, and it was previously evaluated by a contractor.

Road repair is in accordance with the City of Orangeburg's Code of Ordinances for road maintenance. Specifications may be obtained at City Hall, Public Works' Office, 1099 Russell Street, Orangeburg, SC 29115 or on our website www.orangeburg.sc.us.

It is the intent of the city to procure a contractor for this project. No additional scope of work is implied after the project's completion.

To be considered, the Firm or Individual must submit an original RFP electronically or in a sealed envelope or package, clearly marked with the Firm's or individual's name and address, and the words "RFP Police Camp Road Reconstruction Services".

RFP's will be received by hand delivery to:

City of Orangeburg
Attention: David Epting, Building Inspection/Code Enforcement
1099 Middleton Street
Orangeburg, South Carolina 29115

RFP's will be received by mail addressed to:

City of Orangeburg
Attention: David Epting, Building Inspection/Code Enforcement
P.O. Drawer 387
Orangeburg, South Carolina 29116

or submitted electronically through Beacon Bid, found on the city website under 'Bids/Proposals'.

Qualification packet must be received by the Public Works Office by **3:00 pm, on July 30, 2026.**

LATE SUBMITTALS RECEIVED AFTER THE AFOREMENTIONED DEADLINE DATE, EITHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED.

THE TIME OF RECEIPT WILL BE DETERMINED BY THE TIME RECEIVED IN THE CITY PUBLIC WORKS DEPARTMENT, ORANGEBURG CITY HALL. ELECTRONIC RESPONSES WILL BE DETERMINED BY THE BEACON BID SYSTEM'S DATE/TIME STAMP.

IT IS THE SOLE RESPONSIBILITY OF THE FIRM OR INDIVIDUAL FOR ASSURING THAT THE RFP IS RECEIVED BY THE DESIGNATED DATE. NO FAXED, OR ORAL RFP WILL BE ACCEPTED.

THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY/OR ALL SUBMISSIONS, TO ACCEPT ALL OR ANY PART OF THE SUBMISSION, TO WAIVE IRREGULARITIES AND TECHNICALITIES, AND TO REQUEST RESUBMISSION, IF IT IS DEEMED IN THE BEST INTEREST OF THE CITY.

SPECIAL CONSIDERATION MAY BE EXTENDED TO LOCAL PROVIDERS.

SCOPE OF WORK

The Scope of Work to be performed by the awarded firm or individual consists of, but is not limited to, the following:

- Performs reconstruction/road repair work to include dirt and crusher run replacement of road for better stability and accessibility. Road to be repaired to minimum preflood standard.

QUALIFICATIONS:

Contractor qualifications include:

- Minimum five (5) years of experience related experience in road repair work to include various types of mediums, i.e. dirt, asphalt, crusher run, concrete, etc.
- Compliance with all state and federal laws of operation.

INSURANCE

The successful bidder shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period.

The following minimum insurance coverage is required.

- The City of Orangeburg is to be added as an "additional insured". This language **must** be written in the description section of the insurance certificate, and a copy of the certificate should be supplied to the City of Orangeburg.

- Any costs for adding the City of Orangeburg as “additional insured” will be at the contractor’s expense.
- Commercial General Liability Insurance covering premises-operations, products-completed operations, contractors and contractual liability.
- Limits: Combined single limit bodily injury/property damage \$1,000,000.

PROPOSAL SUBMISSION

Interested parties may attend a site visit at 10:00 am on July 8, 2026.

RFP due date is **July 30, 2026.**

All responses shall include the following information, organized in a clear and concise manner:

- Title Page- This shall show the individual’s name, physical address, telephone number, email address, and date.
- Brief Profile and Statement- (2 page maximum) providing a history of your experience and related expertise (qualifications).
- A detailed description of work to be performed.
- Up-to-date work history.
- Demonstrated compliance with all state and federal laws.
- Three (3) professional references.
- Proof of Commercial Liability Insurance.

All Proposals should be submitted no later than 3:00 pm on **July 30, 2026**, to:

<u>Mailed:</u>	<u>Delivered:</u>	<u>Electronic</u>
David Epting	David Epting	Submissions via
City of Orangeburg	City of Orangeburg	Beacon Bid - found on the city website
OR	OR	www.orangeburg.sc.us
Public Works Department	Public Works Department	under ‘Bids/Proposals’
PO Drawer 387	1099 Russell Street	(Registration required)
Orangeburg, SC 29116	Orangeburg, SC 29115	
803-533-6010	803-533-6010	

Questions regarding this proposal can be submitted to either David Epting (david.epting@orangeburg.sc.us) or Victor Cordon (victor.cordon@orangeburgdps.org) no later than July 8, 2026.

SELECTION PROCESS

A selection committee will evaluate all responsive information submitted. The following criteria will be used to evaluate each firm:

- Proof of Commercial Liability Insurance
- Timeliness of RFP response
- Experience, qualifications, and ability to perform requested services

- Cost proposal
- References
- Demonstrated compliance with state and federal laws.

The City of Orangeburg reserves the right to:

- Reject any or all proposals.
- Waive any informalities or irregularities in the proposal submission process.
- Negotiate further with any proposing parties.
- Withdraw the request for proposal if deemed in the best interest of the city.
- Terminate any services at the City's discretion within the terms of the contract.
- Offer special consideration to local providers.

RFP Timeline:

1. RFP Issue Date: June 26, 2026
2. Site Visit: July 8, 2026 (*Recommended*)
3. Last day for questions: July 8, 2026
4. RFP Due Date: **July 30, 2026**
5. RFP Review: August 3- 7, 2026
6. Award Announcement: August 21, 2026
7. Deadline for completing the project: October 30, 2026

EXHIBIT B
CITY SCORING SHEET FOR PROPOSALS
[RECONSTRUCTION OF POLICE CAMP ROAD]



REQUEST FOR PROPOSALS
FOR THE RECONSTRUCTION OF POLICE CAMP ROAD
(Also known as Jake Road)

RECONSTRUCTION OF POLICE CAMP ROAD PROPOSAL/BID SUMMARY					
Evaluator	W E Martin Contracting, LLC	Linders Construction of SC, LLC	6G Construction	Skipper Construction, LLC	Dirt Is Us
J. Cordon	79	66	77	8	59
J. Sturkie	88	55	71	2	60
D. Epting	80	77	84	22	72
T. Williams	87	69	75	1	56
Combined Scores	334	267	307	33	247
Cost	\$96,640.10	\$111,800.00	\$117,875.00	\$210,296.00	\$399,000.00

EXHIBIT C
W E MARTIN CONTRACTING LLC PROPOSAL
[RECONSTRUCTION OF POLICE CAMP ROAD]

PROPOSAL FOR THE RECONSTRUCTION OF POLICE CAMP ROAD
ALSO KNOWN AS LAKE ROAD
FOR THE CITY OF ORANGEBURG

JULY 28 2026

BY

W E MARTIN CONTRACTING LLC
390 MARTIN FAMILY ROAD
SPARTANBURG SC 29306
WAYNE MARTIN-OWNER
864-680-6936

wemrtn62@gmail.com

TERESA BURNETT-ADMINISTRATOR
864-431-0483 treeburnett@hotmail.com

BRIEF PROFILE AND STATEMENT

W E MARTIN CONTRACTING LLC WAS FOUNDED BY WAYNE MARTIN IN 2020.

WAYNE PREVIOUSLY WORKED IN HIS FAMILY'S LANDSCAPING, GRADING,
AND STORM DRAINAGE REPAIR COMPANY FOR ALMOST THIRTY YEARS.

WAYNE HAS BUILT ROADS, REPAIRED ROADS, USING ALL FORMS OF
MEDIUMS. W E MARTIN CONTRACTING LLC HAS IN THE LAST FIVE YEARS
BUILT A ROAD FOR THE SC DEPARTMENT OF NATURAL RESOURCES
THROUGH A FOREST USING CRUSHER RUN AS THE BASE FOR THE PROJECT
TALL PINES. FOR THE SC PORTS AUTHORITY DILLON HE BUILT TWO
COMMERCIAL DRIVEWAYS AND ENTRANCES USING FILL DIRT, #57 STONE,
CRUSHER RUN, ASPHALT AND CONCRETE.

FOR THE TOWN OF TEGA CAY'S BLUEBELL STORM WATER REPAIR PROJECT
HE BUILT AN ACCESS ROAD WITH ON SITE FILL MATERIAL.

FOR THE CITY OF EASLEY'S CHEROKEE ROAD PROJECT, AN ASPHALT ROAD
WAS DEMOED TO DO DRAINAGE REPAIR AND THEN BUILT BACK USING
IMPORTED FILL MATERIAL, FOLLOWED BY COMPACTING CRUSH AND RUN.
THE ROAD WAS FINISHED WITH AN ASPHALT BINDER AND SUFACE.

WE LOOK FORWARD TO THE OPPORTUNITY TO WORK WITH THE CITY OF
ORANGEBURG TO RECONSTRUCT POLICE CAMP ROAD(JAKE ROAD)

DETAILED DESCRIPTION OF WORK TO BE PERFORMED TO
RECONSTRUCT POLICE CAMP ROAD AKA JAKE ROAD

1. HAUL IN 2 FEET OF FILL MATERIAL 12 FEET WIDE FROM BRIDGE TO CULVERT PIPE AND SHOOTING RANGE ($1307' \times 2' \times 12' = 1161.7$ cubic yards plus 10% for compaction = 1277 cubic yards of fill material spread and compacted)
2. RIP/RAP WITH GEO TEXTILE FABRIC THE ENDS OF CULVERTS AND BRIDGE (4 culverts at 8 tons each for 32 tons Rip/ Rap ; 1 bridge at 10 tons per side or 20 tons for a total of 52 tons Rip/Rap)
3. HAUL IN CRUSHER RUN STARTING AT CULVERT PIPE NEAR DUMPSTER TO THE BRIDGE ($1107' \times 12' \times 4" = 227.3$ tons)
4. HAUL IN CRUSHER RUN FROM BRIDGE TO CULVERT PIPE AT SHOOTING RANGE ($1307' \times 12' \times 4" = 268.3$ tons)
5. SPREAD AND PACK STONE IN BOTH AREAS

TOTAL BID PRICE \$96,640.10

UP TO DATE WORK HISTORY RELATED TO THIS
PROJECT

End of 2020-2021- Building Roads to Sewer Pump
Stations for AAA Utilities

2021- Clearing, Grading, and Installing 72' Concrete
Pump Station 20' Deep With Concrete Pad Area For
Pumps in Olanta

2022- City Of Abbeville. Installed Two 48" HDPE Pipe
Across Diamond Mine Creek Crossing
Backfilled Pipe With Stone. Hauled Fill Material To Build
Road 16' Wide Compacted. Used 6" Of C/R Stone
Spread and Compacted

2023- SC Department of Natural Resources Tall Pines
Built A 6000' Road Through Game Management Land
With Drainage Swells. Used #4 Rock Spread And
Packed

2023-University of SC Aiken. Installed 24" RCP Across
Road. Built 2 Catch Basins, 1 Junction Box. Installed 36"
Outfall RCP Pipe With a 10'x25' Rip/Rap Apron. Repaved
60' Of Road With Markings, Sidewalk, Curb And ADA
Accessible Ramp.

UP TO DATE WORK HISTORY RELATED TO THIS
PROJECT (continued)

2024-City Of Tega Cay Bluebell Stormwater Repair
After Completing Repair Work An Access Road Was
Built Using On Site Fill Material

2025-City Of Easley Cherokee Road.
Took Out Old Steel Corrugated Pipe And Replaced With
Two 30" RCP Pipe Running Side By Side 50' Across
Road From Creek. Repaved Road At Repair Area

2026- City Of Easley Saint Helen Road
Installed 30" HDPE Pipe Across 55' With Fabric And Rip/
Rap On Each End Of Pipe. Built a 12' x 16' x 6" Concrete
Pad In Road At Crossing

UP TO DATE WORK HISTORY

JUNE & JULY 2026

CITY OF EASLEY EMERGENCY ROAD REPAIR

HILLCREST DRIVE

UNCLOGGED 36" x 50' RCP PIPE AT CROSSING
REPAIRED ASPHALT ROAD AND OUTFALL DITCH WITH
RIP/RAP

CITY OF EASLEY

KELLY LANE

UNCLOGGED DITCH. REGRADED AND HAULED OFF
CLOG MATERIAL

CITY OF EASLEY

SHEFFIELD ROAD

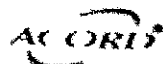
INSTALLED 300' OF 12" PIPE DRAIN SYSTEM THROUGH
YARD TO CATCH BASIN AT ROAD. RE- GRASSED
DISTURBED AREAS

***** W E MARTIN CONTRACTING LLC COMPLIES WITH
ALL STATE AND FEDERAL LAWS

WE HAVE COMPLETED TWO PROJECTS FOR THE
UNITED STATES DEPARTMENT OF AGRICULTURE AND
MANY STATE AND LOCAL ENTITIES

THREE PROFESSIONAL REFERENCES

1. EDDIE FORTNER- DIRECTOR OF PUBLIC WORKS FOR
THE CITY OF EASLEY (864)855-7916
2. CRAIG BUCKNER- SALES WITH BLANCHARD
MACHINERY (864)809-0579
3. MARIO DIPIETRO- CITY OF EASLEY ENGINEER
(864)523-4791



CERTIFICATE OF LIABILITY INSURANCE

DATE REVISION FROM
01/25/15

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. SUBROGATION IS WAIVED subject to the terms and conditions of the policy. Certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CWC Insurance PO Box 1443 433 E Kennedy St Spartanburg SC 29302	CONTACT NAME Chrisy Michel PHONE (864) 583-1451 FAX (864) 585-8450 E-MAIL chrisy@cwinsurance.com	INSURANCE AFFORDING COVERAGE INSURER A Franklin Mutual Insurance Company INSURER B Builders Mutual Insurance INSURER C INSURER D INSURER E INSURER F	NAIC # 13866 10844
INSURED WE Martin Contracting LLC 390 Martin Family Rd Spartanburg SC 29306-7002			

COVERAGES

CERTIFICATE NUMBER 2027

REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES OF INSURANCE HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	EXCESS LIMIT	POLICY NUMBER	POLICY D/T	POLICY EXP	LIMITS
☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIM-MADE ☒ OCCUR					
A		6832519	04/13/2025	04/13/2027	EACH OCCURRENCE \$ 1,000,000 BODILY INJURY & PROPERTY DAMAGE \$ 1,000,000 AD & EM \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS & COMPOUND \$ 2,000,000 COMPL \$ 5 COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Personal) \$ 5 BODILY INJURY (Per accident) \$ 5 PROPERTY DAMAGE (Per accident) \$ 5
☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIM-MADE		6832519	04/13/2025	04/13/2027	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
☒ WORKERS COMPENSATION AND EMPLOYERS LIABILITY AN EMPLOYER'S POLICY OR THE POLICY OF A SUCCESSOR (Mandatory in SC) Y/N ☐ N/A		WCP1084395	04/13/2025	04/13/2027	PER STATUTE ☐ GEN ER E & F EACH ACCIDENT \$ 1,000,000 E & F DISEASE - EMPLOYER \$ 1,000,000 E & F DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS (LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule may be attached if more space is required))

City of Orangeburg is an additional insured in respects to General Liability

Certificates are issued based on the insurance coverage included in the insurance program at the time this certificate was issued. Please review the certificate and contract to be certain the coverage provided meets the contractual obligations. To request any changes to the policy the named insured must contact our agency.

CERTIFICATE HOLDER

CANCELLATION

City of Orangeburg 1099 Middleton Street Orangeburg SC 29115	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CONTRACTORS LIABILITY PREMIER ENDORSEMENT COVERAGE SCHEDULE

This Schedule is used in conjunction with the Commercial General Liability Coverage Part Declarations when the Commercial General Liability Coverage Part includes the Contractors Liability Premier Endorsement. This Schedule supplements the Commercial General Liability Coverage Part Declarations.

SECTION 1 - ADDITIONAL INSURED COVERAGES

Broad Form Vendors	Page 1
Controlling Interest	Page 2
Co-owners Of Insured Premises	Page 2
Grantor Of Franchise	Page 2
Grantor Of Licenses	Page 2
Owners Or Other Interests From Whom Land Has Been Leased	Page 2
Lessor Of Leased Equipment	Page 2
Manager Of Lessors Of Premises	Page 2
Mortgagee, Assignee Or Receiver	Page 2
State Or Governmental Agency Or Subdivision Or Political Subdivision	Page 3
Architect, Engineer Or Surveyor Engaged By You	Page 3
Architect, Engineer Or Surveyor Not Engaged By You	Page 3
Concessionaires	Page 3
Owners, Lessees or contractors - Automatic Status When Required In Construction Agreement with You (including Other Parties and Products-Completed Operations)	Page 3
Primary and Noncontributory Insurance	Page 4
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Page 4

SECTION 2 - COVERAGE EXTENSIONS

Bodily Injury - Expanded definition	Page 4
Personal and Advertising Injury - Broadened	Page 4
Amendment - Aggregate Limits Of Insurance	Page 5
Borrowed Equipment	Page 5
Duties In the Event of Occurrence, Claim or Suit	Page 5
Unintentional Failure To Disclose Hazards	Page 5
Damage To Premises Rented To You - Expanded Coverage	Page 6
Health Care Services	Page 6
Medical Payments \$10,000	Page 6
Mobile Equipment	Page 7
Newly Formed Or Acquired Organization	Page 7
Extended Non-Owned Watercraft up to 76 feet	Page 7
Supplementary Payments (Bail Bonds \$5,000 / Loss of Earning \$1,000)	Page 7
Liberalization Provision	Page 7
Extended Contractual Liability - Railroad Property	Page 7
Extended Property Damage to Alienated Premises	Page 7
Expanded Definition of Pollution	Page 7

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS LIABILITY PREMIER

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION 1 - ADDITIONAL INSURED COVERAGES

This endorsement is subject to the provisions applying to the Commercial General Liability Coverage form, except as described below

- A. Section II - Who Is An Insured is amended to include any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or written agreement is:
- 1 Executed in writing before the beginning of the policy period or during the policy period and
 - 2 Prior to an "occurrence" or offense which this insurance applies
- B. The insurance provided to such additional insured only applies to the extent permitted by law and the insurance afforded to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
- C. This insurance only applies if the person or organization is not specifically named as an additional insured under any other provision or endorsement of this policy
- D. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of their sole negligence or willful misconduct or that of their agents, "employees", or any other representative of the additional insured.
- E. With respect to the insurance provided to these additional insureds, the following is added to Section III - Limits of Insurance:
- The most we will pay on behalf of the additional insured is
- 1 The amount of insurance required by the contract or agreement; or
 - 2 Available under the applicable Limit of Insurance shown in the Declarations, whichever is less.

This coverage does not increase the applicable Limits of Insurance shown in the Declarations

- F. The insurance coverage provided by this endorsement is limited to:

1 Broad Form Vendors

- a Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - i "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - ii Any express warranty unauthorized by you;
 - iii Any physical or chemical change in the product made intentionally by the vendor;
 - iv Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
 - v. Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
 - vi Demonstration, installation, servicing or repair operations, except such operations performed as part of the initial set up at the vendor's premises in connection with the sale of the product;

10 State Or Governmental Agency Or Subdivision Or Political Subdivision however this insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision has issued a permit or authorization. This insurance does not apply to "bodily injury", "property damage", or "personal and advertising" arising out of operations performed for the federal government, state or municipality; or "bodily injury" or "property damage" included within the product-completed operations hazard"

11. Architect, Engineer Or Surveyor Engaged By You but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with your premises or in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" arising out of the rendering or the failure to render any professional services by or for you; including

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against the insured allege negligence or other wrongdoing in the supervision, hiring, employment training, or monitoring of others by this additional insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering or the failure to render any professional services by or for you.

12. Architect, Engineer Or Surveyor Not Engaged By You but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by, in whole or in part, by

- a your acts or omissions; or
- b the acts or omissions of those acting on your behalf in the performance of your ongoing operations performed by you or on your behalf. Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following exclusion applies

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including

- (1) The preparing, approving or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

13. Concessionaires trading under your name, but only with respect to their liability as a concessionaire trading under your name.

14. Owners, Lessees or Contractors - Automatic Status When Required In Construction Agreement Including Other Parties and Products-Completed Operations

- a. Any person or organization for whom you are performing operations or have performed operations. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury"
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a, above.

- c. With respect to the insurance afforded to these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily Injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approval, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or

- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering or failure to render any professional architectural, engineering, or surveying services.

G. Primary and Noncontributory Insurance

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. the additional insured is a Named Insured under such other insurance, and you have agreed in writing in a contract or agreement that this insurance would be primary; and
2. would not seek contribution from any other insurance available to the additional insured.

H. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The following is added to Paragraph 8 Transfer of Rights of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

SECTION 2 - COVERAGE EXTENSIONS

This endorsement is subject to the provisions applying to the Commercial General Liability Coverage Form, except as described below.

A. BODILY INJURY - EXPANDED DEFINITION ENDORSEMENT

Under Section V - Definitions, the definition of bodily injury is replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. PERSONAL AND ADVERTISING INJURY - BROADENED

1. Paragraph 14.b. of Section V - Definitions is replaced by the following:

- c. Malicious prosecution or abuse of process

2. Definition 14 of Section V - Definitions is amended by the addition of the following:

- h. Wrongful discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- (1) Not the result of acts, policy or procedures, or omissions of:

- a) The insured,
- b) Any executive officer, director, stockholder, partner or member of the insured; or

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 98 01 11

(Ed 6 11)

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

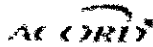
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	04/13/2026	Policy No.	WCP 1024895	Endorsement No.	000
Insured	WE MARTIN CONTRACTING LLC	Premium			2,302.00
Insurance Company	BUILDERS MUTUAL INSURANCE CO	Countersigned by			

WC 98 01 11
(Ed 6-11)

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CERTIFICATE OF LIABILITY INSURANCE

DATE REVISED
10/1/01

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IT SUBROGATION IS WAIVED subject to the terms and conditions of the policy (certain policies may require an endorsement). A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

PRODUCER State Farm Amanda Thompson 4185 S Church Street Ed # 3	CONTACT NAME: Amanda Thompson PHONE: 854 841 0148 FAX: (AC, IN) EMAIL: amanda.thompson@statefarm.com ADDRESS: State Farm Mutual Automobile Insurance Company
INSURED Rothrock SC 291752915	INSURER A State Farm Mutual Automobile Insurance Company NAIC # 25178
INSURED Martin Wayne 190 MARTIN FAMILY RD SPARTANBURG SC 293067202	INSURER B INSURER C INSURER D INSURER E INSURER F

COVERAGES	CERTIFICATE NUMBER	REVISION NUMBER
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE PARTY NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY ENDORSEMENTS.		
TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD
COMMERCIAL GENERAL LIABILITY		
CLAIMS MADE		
GEN'L AGGREGATE LIMIT APPLIES PER		
POLICY		
OTHER		
AUTOMOBILE LIABILITY		
ANY AUTO	0002729-SFX 40	01/29/2025 01/29/2027
OWNED		
AUTOS ONLY	0002730-SFX 40	07/29/2025 01/29/2027
HIRING		
AUTOS ONLY		
NON-OWNED		
AUTOS ONLY		
UMBRELLA LIAB		
EXCESS LIAB		
WORKERS COMPENSATION		
AND EMPLOYERS' LIABILITY		
AND EMPLOYERS' LIABILITY		
AND EMPLOYERS' LIABILITY		
AND EMPLOYERS' LIABILITY		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 901 Additional Remarks Schedule may be attached if more space is required)
1991 Ford F800 Dump SGL VIN#1F0W78CEXVY03982
1995 White GMC Wp42 Semi Truck VIN#4V1J8AME1PR810519
1995 Hudson Hpd18a Trailer VIN#1SHHTD1A01000630

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Amanda Thompson This form was electronically generated on: 02/03/2025