

**South Carolina PORTS AUTHORITY**  
**CHARLESTON, SOUTH CAROLINA**



**REQUEST FOR PROPOSAL**

**TERMINAL FACILITIES CONDITION ASSESSMENT**  
**WANDO WELCH TERMINAL**

**MOUNT PLEASANT, SOUTH CAROLINA**

**SCPA Project: FCA**

**REQUEST FOR PROPOSAL**

**MARCH 2026**

## **1. INTRODUCTION**

The South Carolina Ports Authority (SCPA) is soliciting proposals for professional services to conduct a comprehensive Facility Condition Assessment (FCA) and analysis of its identified facilities, grounds, and miscellaneous structures. The scope of services includes development of an associated asset inventory; identification and documentation of existing facility condition deficiencies; recommendations for corrective actions; preparation of opinion of probable costs for all recommended corrections; and forecasting of future capital renewal and replacement costs.

## **2. PROJECT OBJECTIVES**

The objectives of the proposed project are:

- To develop an inventory of building systems, equipment and infrastructure assets of each property.
- To calculate the costs for all identified projects, utilizing an agreed upon published construction and remodeling cost estimating data and format.
- To rank and prioritize all projects by priority and anticipated life cycle.
- To provide a prioritized plan to strategically and efficiently reduce the current backlog of deferred maintenance.
- To enhance facility planning capabilities and compare conditions amongst SCPA facilities by addressing the highest priority needs for the future.
- Make recommendations where noted for improving facilities that support the priorities set forth in OWNER's strategic plan, for increasing student academic achievement, supporting scholarly research and promoting innovation by means of establishing a facility condition baseline for goal setting and progress tracking.
- To provide an electronic database using Excel for future use and modification by SCPA. The electronic database will be a means for SCPA to use to modify and update data after the completion of the project. The information developed during the facility condition assessment will be useful to various functions and levels of users within the property.

## **3. QUALIFICATIONS FOR THE PROJECT TEAM**

This contract shall require comprehensive inspections of all facilities as identified herein, to be performed by licensed architectural and engineering professionals or other qualified facility assessment specialists, such as building surveyors or inspectors. The objective is to deliver a thorough and accurate evaluation identifying all observable and readily discernible building systems and components requiring maintenance, repair, or other planned corrective action, utilizing non-destructive assessment methods.

The project team should ideally include personnel with substantial experience in evaluating higher education facilities of comparable size and complexity. The proposal shall also incorporate the services of a qualified professional cost estimator with demonstrated experience in similar assessments and familiarity with prevailing local construction cost conditions and rates.

#### **4. PROJECT CONDITIONS**

##### **Facilities to be Assessed**

The assessment will include (2) buildings totaling approximately 200,000 square feet. (Refer to Exhibit B, Space Summary of Facilities for a complete list of building names and gross square footage).

##### **Facility Condition Assessment**

The facility condition assessment will consist of the following phases:

1. Facility Condition Assessment Planning
2. On-Site Facility Condition Assessment
3. Analysis of Facility Condition Assessment Information
4. Facility Condition Assessment Report & Database Preparation
5. Presentation of Findings
6. Submission of Final Report & Database

##### **Phase One - FCA Planning**

Prior to the on-site facility condition assessment, the consultant will gather existing OWNER asset information and establish access protocol and scheduling. The consultant will prepare a project memorandum for review which briefly explains the purpose of the assessment, what is to be included in the assessment, and a proposed schedule for the assessment of OWNER facilities.

##### **Phase Two - On-site FCA**

A detailed on-site condition assessment will be conducted for each facility and infrastructure in the OWNER's portfolio. The primary goal of the on-site assessment will be to identify all maintenance, repair, and replacement requirements. In addition, recommended upgrades and improvements where applicable will be identified. The following guidelines will be followed by the consultant:

- The consultant is responsible for the assessment of real plant property such as buildings, structures, and utilities (and their integral components/systems). Copies of the building floor

plans (where available), and maintenance history records (where available) will be made available to the consultant.

- The consultant will provide qualified personnel (architects, engineers and/or technicians) to perform a thorough visual inspection and assessment of all architectural, civil, structural, roof, mechanical, and electrical components/systems of each facility. The assessment team(s) will identify and report all architectural, civil, structural, roof, mechanical and electrical deficiencies and recommended upgrades and improvements if required.
- The on-site inspection and assessment will be performed by examining both building components and system components. The assessment team(s) will evaluate each asset to determine whether there is sufficient evidence to warrant complete replacement or if repairing only portions of the components is preferable.
- The consultant will inventory the maintainable equipment within each building and collect the following information to be input into a structured spreadsheet and database:

### **Equipment**

- Structural Systems
- Building Envelope
- Plumbing Systems
- Electrical Systems
- Fire Protection Systems
- Life Safety Systems
- Vertical Transportation (Elevators & Lifts)
- Controls & Low Voltage System Site/ Operational Interfaces
- Code & Accessibility Compliance
- Access Control Systems

**Please Note:** Mechanical equipment, including HVAC and process-related systems, has been excluded from this list, as these items are being addressed separately by (SCPA) through internal resources.

### **Equipment Data**

- Equipment type
- General condition
- Model year
- Model number
- Location
- Serial number
- Function and area served

- Installation date
- Manufacturer
- Capacity
- Anticipated Projected Life Cycle
- The on-site inspection and assessment will require entering basements, mechanical areas, roofs, crawl spaces, and attic spaces.
- Items that are considered urgent (endangering life and/or property, etc.) will be appropriately marked in the assessment reports and immediately brought to the OWNER's attention.
- The assessment should be structured and include all necessary information to assign an industry standard building system classification.

**The facility condition assessments will focus on the following elements:**

- Substructure – foundations/ basements as applicable
- Exterior Systems (Shell) - roofs, walls, window systems, doors, ceilings and ceiling systems
- Interior Construction - walls, doors, flooring, visible structural components
- Interior Finishes: Flooring, ceiling, wall finishes
- Built-In Furnishings / Equipment
- Health/Fire/Life Safety systems, emergency egress lighting
- Handicap Accessibility - ADA requirements
- Plumbing Systems
- Building Electrical and Service Distribution
- Campus Electrical and Service Distribution
- Fire Suppression
- Special Electrical Systems and Emergency Power
- Technology
- Elevators / Conveying Systems
- Roadways, parking lots, sidewalks, walkways, curbing, ramps, landscaping, exterior lighting
- Water (not irrigation), sanitary and storm systems
- Building Control Systems

**Phase Three - Analysis of FCA formation**

The consultant will evaluate the information generated from the condition assessment data to determine trends and comparisons. The consultant will provide an expanded evaluation and analysis providing projections and analyses for the following areas:

- Deficiency costs are summarized by building system across all facilities.
- Deficiency costs summarized by Priority across all facilities.
- Deficiency costs are summarized by Category type across all facilities.

- Calculation of the Current Replacement Value (CRV) for each facility.
- Calculation of the Facility Condition Index (FCI) for each facility.
- Multi-year annual expenditure forecast for each facility.
- Annual Operating and Maintenance costs for each facility.

### **Life Cycle Analysis for Component Renewal**

The consultant will utilize life cycle analysis to develop component renewal costs. A facility's useful life is limited by the durability of its systems and generally does not fail but as individual components or systems. Building components will be evaluated based on their individual life cycles, determined by an evaluation of the age and condition. The renewal cost for the components will be computed and identified by renewal year. The consultant will report on the life cycle costs at the component level, and building-level, and will provide a grand total for the OWNER's entire portfolio.

### **Prioritization/Categorization/Classification of Assessment Data**

Each deficiency and project shall include the following decision-making classifications prioritizing each action according to its criticality and classification type:

#### **Priority 1 - Currently Critical**

Conditions in this category require immediate action to:

- (a) Correct a cited safety hazard
- (b) Stop accelerated deterioration
- (c) Return a facility to operation

#### **Priority 2 - Potentially Critical**

Conditions in this category, if not corrected expeditiously, will become critical within a year. Situations within this category include:

- (a) Intermittent operations
- (b) Rapid deterioration
- (c) Potential life safety hazards

#### **Priority 3 – Necessary, Not yet critical**

Conditions in this category require appropriate attention to preclude predictable deterioration or potential downtime and the associated damage or higher costs if deferred further.

#### **Priority 4 – Recommended**

Conditions in this category include items that represent a sensible improvement to existing conditions. These are not required for the most basic function of the facility.

#### **Priority 5 – Appearance**

Conditions in this category include finishes that have deteriorated and are required to maintain the required aesthetic standards.

#### **Priority 6 - Does Not Meet Current Codes/Standards**

“Grandfathered” Conditions in this category include items that do not conform to existing codes, but are “grandfathered” in their condition. No action is required at this time, but should substantial work be undertaken in contiguous areas, certain existing conditions may require correction to comply with current code standards.

#### **Deficiency Categories**

Each deficiency identified in the field assessment shall be classified in the following manner:

##### **Category 1- Scheduled Maintenance**

Maintenance that is planned and performed on a routine basis to maintain and preserve the condition.

##### **Category 2 - Deferred Maintenance**

Maintenance that was not performed when it was scheduled or is past its useful life resulting in immediate repair or replacement.

##### **Category 3 - Capital Renewal**

Planned replacement of building systems that have reached the end of their useful life.

##### **Category 4 - Energy & Sustainability**

When the repair or replacement of equipment or systems are recommended to improve energy and sustainability performance.

## **Category 5 – Security / Safety**

When a system requires replacement due to a security / safety risk or requirement.

### **Multi-Year Expenditure Plan**

The consultant shall develop a ten-year expenditure plan, which is a schedule of all deficiencies and actions required to maintain and repair facilities, including projects developed during the analysis of facility condition information, unconstrained by available funding limitations.

### **Facility Condition Index**

The consultant's analysis will include the calculation of the facility condition index (FCI) for each building in the OWNER's portfolio. An FCI will provide a simple measure of the relative condition of a facility. The FCI is the ratio of the deficiencies (regular and deferred maintenance, and repair and replacement cost) to the current replacement value.

$$\text{FCI} = \frac{\text{Deficiencies}}{\text{Current Replacement Value}}$$

### **Phase Four - FCA Report & Database Preparation**

Using the data collected during the on-site facility condition assessment and analysis phase, the consultant will provide a comprehensive narrative report and database for all the OWNER's facilities. The report and database will be submitted in accordance with the schedule.

### **Reporting Capabilities**

The condition assessment written report and database package will contain the following components:

#### **1.0 Executive Summary**

An executive summary containing:

- Deficiency costs summarized by building system across all facilities.
- Deficiency costs summarized by Priority across all facilities.
- Deficiency costs summarized by Category type across all facilities.
- Calculation of the Facility Condition Index (FCI) for each facility
- Multi-year annual expenditure forecast for each facility.

## **2.0 Asset Description and Condition**

A detailed description of building assets and equipment detailing the observed condition and deficiency cause providing recommendations to correct the deficiency.

## **3.0 Asset Portfolio**

A list of the information provided and collected for each asset, such as equipment type, manufacturer, model number, serial number, capacity and year installed.

## **4.0 Photographs**

Provide digital photographs on a USB flash drive for each facility and piece of equipment inventoried. Exterior photographs will be used for campus identification and documentation of structural problems, major site deficiencies or special conditions. Interior photographs will be used to document critical or unusual conditions. Photographs will be used to explain and / or justify the prioritization of corrective actions.

## **5.0 Expenditure Forecast**

A schedule of annual forecast expenditures itemizing each deficiency against each asset classification of the total cost for the actions required to correct the deficiencies for each facility by building system.

## **Phase Five - Presentation of Findings**

The consultant will work closely with the OWNER to investigate potential opportunities to accomplish corrective actions through alternative means, such as construction, renovation and alteration projects. The OWNER will provide projected financial resource availability for the plan.

## **Phase Six - Preparation of Final Report**

The consultant will present the findings through reports, graphs, and charts. The comprehensive findings shall also be loaded into an electronic database using Excel for future use and modification by the OWNER. The charts and graphs will provide a visual representation of the condition assessment data to assist the OWNER stakeholders in understanding the scope of the funding needs. Two final presentations are anticipated: one to the project team and one to senior staff.

## Scope of Services

The construction design and engineering specifications clearly define all required design criteria, performance requirements, and applicable standards, and reference the condition assessment supporting the proposed repairs, as provided in **Exhibit A**.

### I. Project Assumptions

- a. The South Carolina Ports Authority (SCPA) will enter into an agreement with a single entity. The SCPA expects all members of the selected entity to work collaboratively to ensure the successful completion of the project.

### II. Cost and Schedule

- a. Each Contractor shall prepare a comprehensive cost estimate for the proposed construction services, with pricing submitted on a lump sum basis.
- b. This fee schedule shall identify all subcontractors and consultants anticipated to be engaged on the project.
- c. Additionally, the selected Contractor shall prepare a detailed preliminary project schedule encompassing all phases

## 4.0 Schedule of Events

The following Schedule of Events represents SCPA's best estimate of the schedule that will be followed. The SCPA reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

The South Carolina Ports Authority (SCPA) will conduct a Pre-Bid Meeting and Site Visit on the date and time indicated below. Interested parties are requested to contact the Project Manager, **John McCants**, by **March 24th** to confirm attendance. Each responsible bidding entity may be represented by up to **two (2) individuals** at the Pre-Bid Meeting and Site Visit. Upon confirmation of attendance, SCPA will provide additional information regarding meeting location, site access instructions, and other relevant details prior to the scheduled event.

EVENTS	DATE	TIME
Pre-Bid Meeting & Site Visit	March 31, 2026	10:00 am
Submission of Proposal	April 17, 2026	5:00 pm
Estimated date of Award	April 24, 2026	n/a
Estimated Notice to Proceed	May 1, 2026	n/a
Estimated Completion Deadline	July 30, 2026	n/a

## 5.0 PROPOSAL SUBMISSION FORMAT AND REQUIREMENTS

The cost proposal shall be sent via e-mail by 5:00 PM on April 17, 2026. Questions must be submitted in writing via e-mail to John McCants.

Respondents must deliver their submittals via email to the following email addresses:

- [Jmccants@scspa.com](mailto:Jmccants@scspa.com)
- [bweber@scspa.com](mailto:bweber@scspa.com)
- [bmitchell@scspa.com](mailto:bmitchell@scspa.com)

The subject line of the email shall reference the terminal name, project number, project name, and name of proposer i.e., "WWT – FCA – ‘Contraction Company Name’ Proposal".

### **Owner’s Project Manager:**

John McCants  
South Carolina Ports Authority  
200 Ports Authority Drive  
Mount Pleasant, South Carolina 29464  
Telephone Number: (843) 990-2716  
Email: [jmccants@scspa.com](mailto:jmccants@scspa.com)

SCPA reserves the right to withdraw this RFP, reject any or all submittals, or cancel the Project if continuation is deemed not in its best interest. Submittals may also be rejected for containing false or misleading information, while the Selection Committee may waive minor irregularities at its discretion. All submittals and supporting materials become the property of SCPA and may be retained, destroyed, or disposed of at its convenience.

## 6.0 SUPPORTING DOCUMENTS

The following documents are included as an Exhibit to this RFP and are provided to furnish supporting information, reference materials, and design context to assist Proposers in preparing a complete and informed submittal.

- Exhibit A: Detail Specifications WWT Buildings
- Exhibit B: Building 402 Plan Set
- Exhibit C: Building 404 Plan Set
- Exhibit D: Inspection & Construction Services General Information
- Exhibit E: SCPA Annual Business Registration Form

**END OF REQUEST FOR PROPOSAL**

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# Exhibit A

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**Detail Specifications - WWT Buildings**



### Building Number 402, Container Freight Station (Tenant Insured)



  Zoom to

Identifier	BF000002
Feature Category	Buildings
Feature Type	Buildings, Footprints
Active	Active
Asset Tag	Building Number 402
Feature Name	Container Freight Station (Tenant Insured)
Building Number	402
Building Type	Warehouse
Function	Warehouse
Fire Suppression Type	Dry Suppression System
Number of Risers	6
Square Footage	186,404
Facility	Wando Welch Terminal (WWT)
Install Date	1/1/83, 7:00 AM
Condition	Fair



## Wando Welch Terminal Building 404



### Building Number 404, Facility & Equipment Maintenance Building

Zoom to

Identifier	BF000004
Feature Category	Buildings
Feature Type	Buildings, Footprints
Active	Active
Asset Tag	Building Number 404
Feature Name	Facility & Equipment Maintenance Building
Building Number	404
Building Type	Warehouse
Function	Warehouse
Fire Suppression Type	Dry Suppression System
Number of Risers	1
Square Footage	25,519
Facility	Wando Welch Terminal (WWT)
Install Date	1/1/82, 7:00 AM
Condition	Fair



**SOUTH  
CAROLINA  
PORTS**

## Wando Welch Terminal Buildings Map

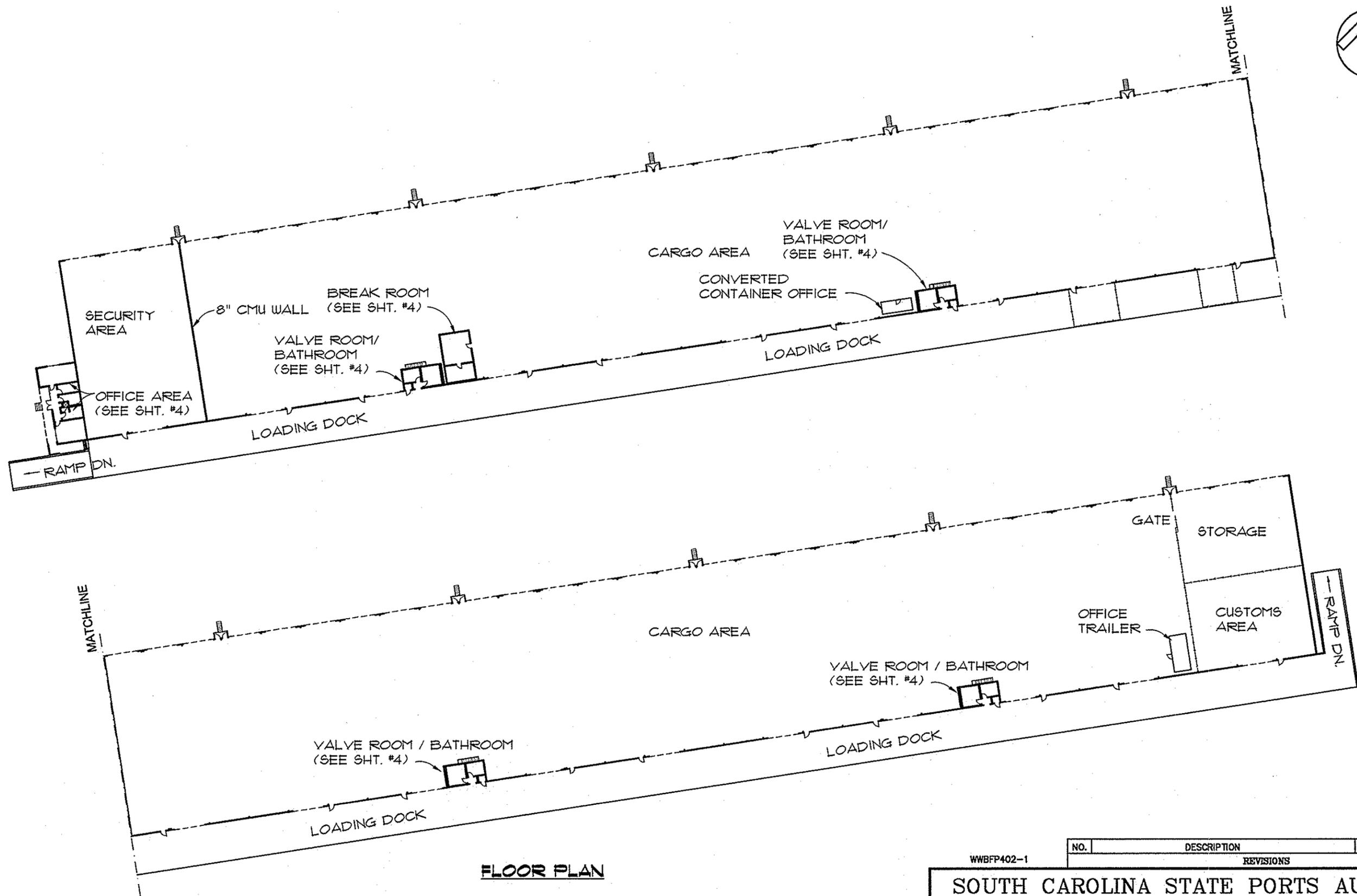


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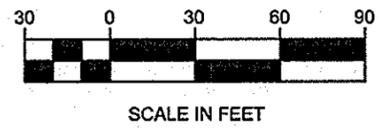
# Exhibit B

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**Detail Specifications - WWT Building 402 Floor Plan**

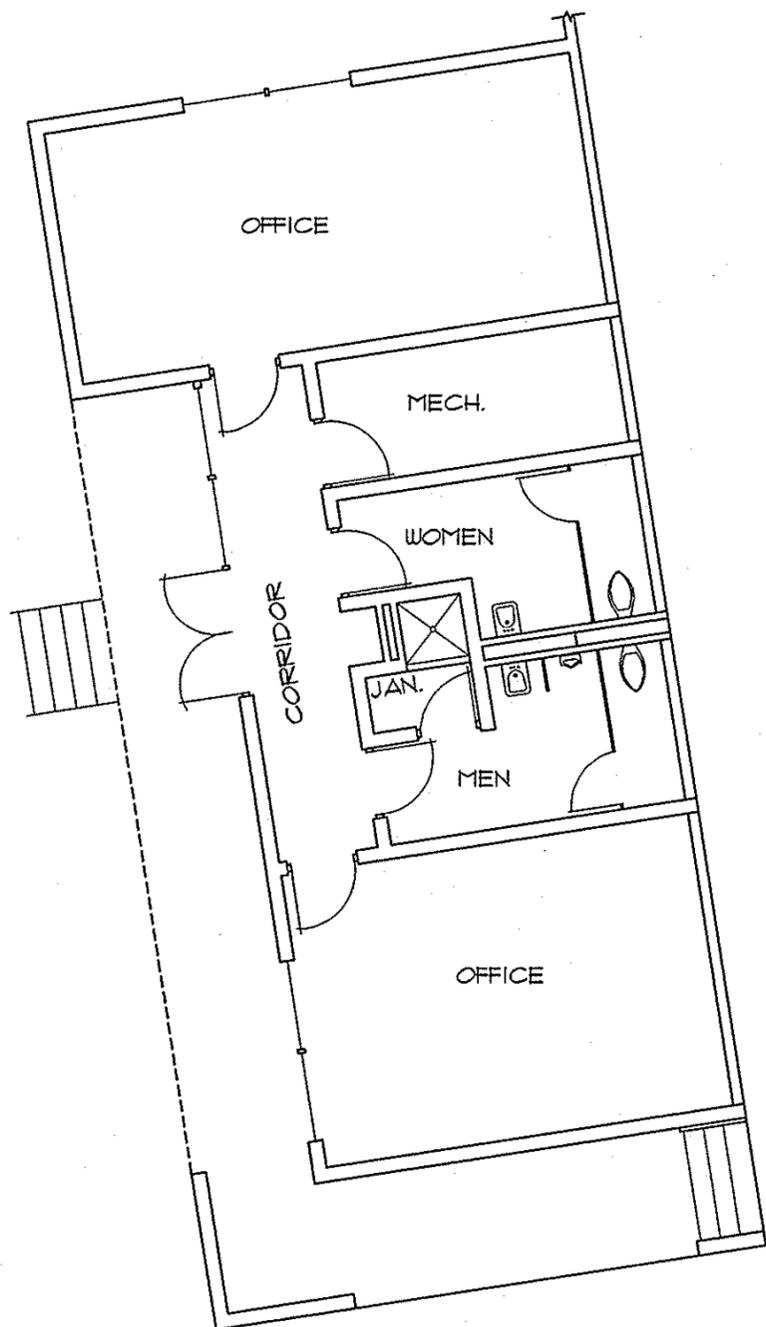


**FLOOR PLAN**

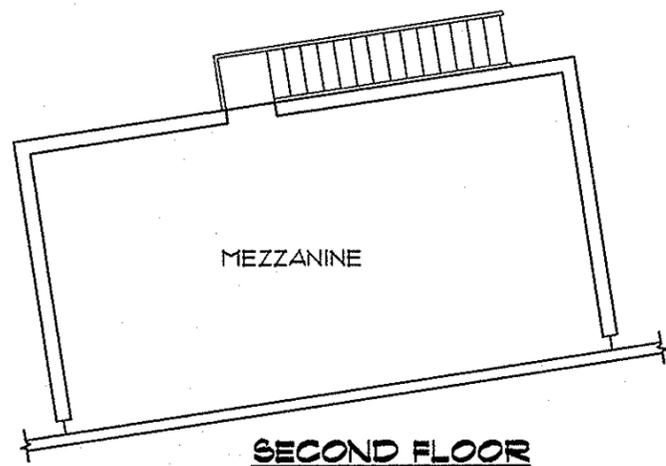


WBFP402-1		NO.		DESCRIPTION		DATE	APP'D. BY
		REVISIONS					
<b>SOUTH CAROLINA STATE PORTS AUTHORITY</b>							
DRAWN BY:	JH	<b>WANDO TERMINAL - STATE PIER 41</b>				DATE:	MAY 2001
CHECKED BY:	DNG	BUILDING FLOOR PLANS FLOOR PLAN - BUILDING 402				SHEET NO.:	3
APPROVED BY:	DNG	PROJECT NO.:	M8001E013	SCALE:	GRAPHIC	REVISION NO.:	-

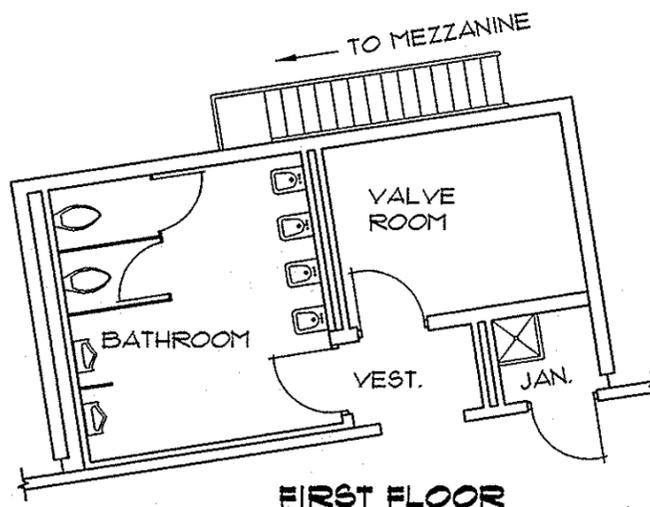
06/20/01 11:28:52 AM, John, CCSA, Engineering Dept.



**FLOOR PLAN**  
OFFICE AREA

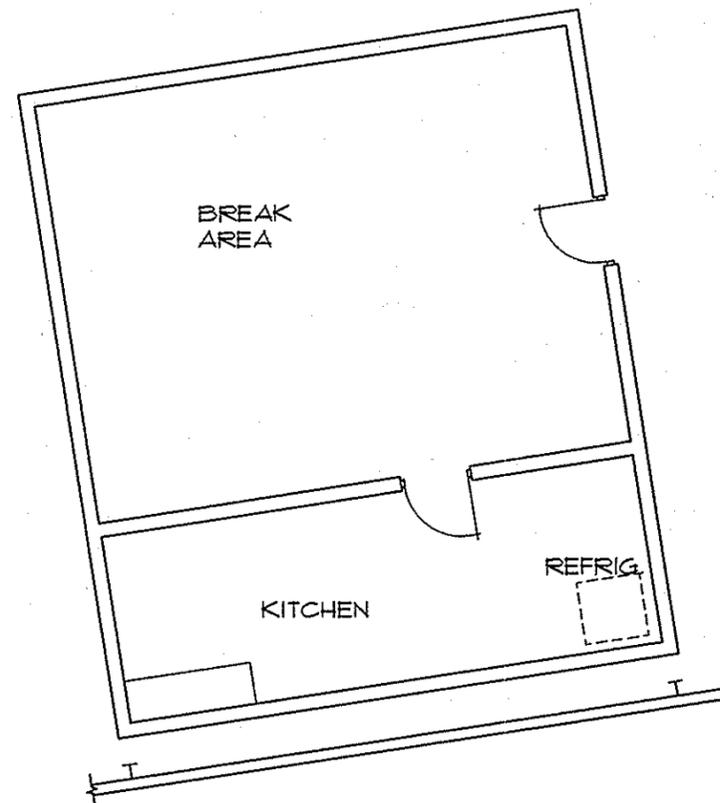


**SECOND FLOOR**

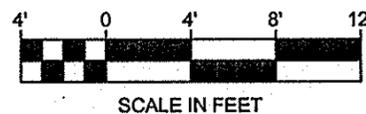


**FIRST FLOOR**

**FLOOR PLAN**  
VALVE ROOM / BATHROOM (TYPICAL)



**FLOOR PLAN**  
BREAK ROOM



WWBFP402-2

NO.	DESCRIPTION	DATE	APP'D. BY
REVISIONS			

**SOUTH CAROLINA STATE PORTS AUTHORITY**

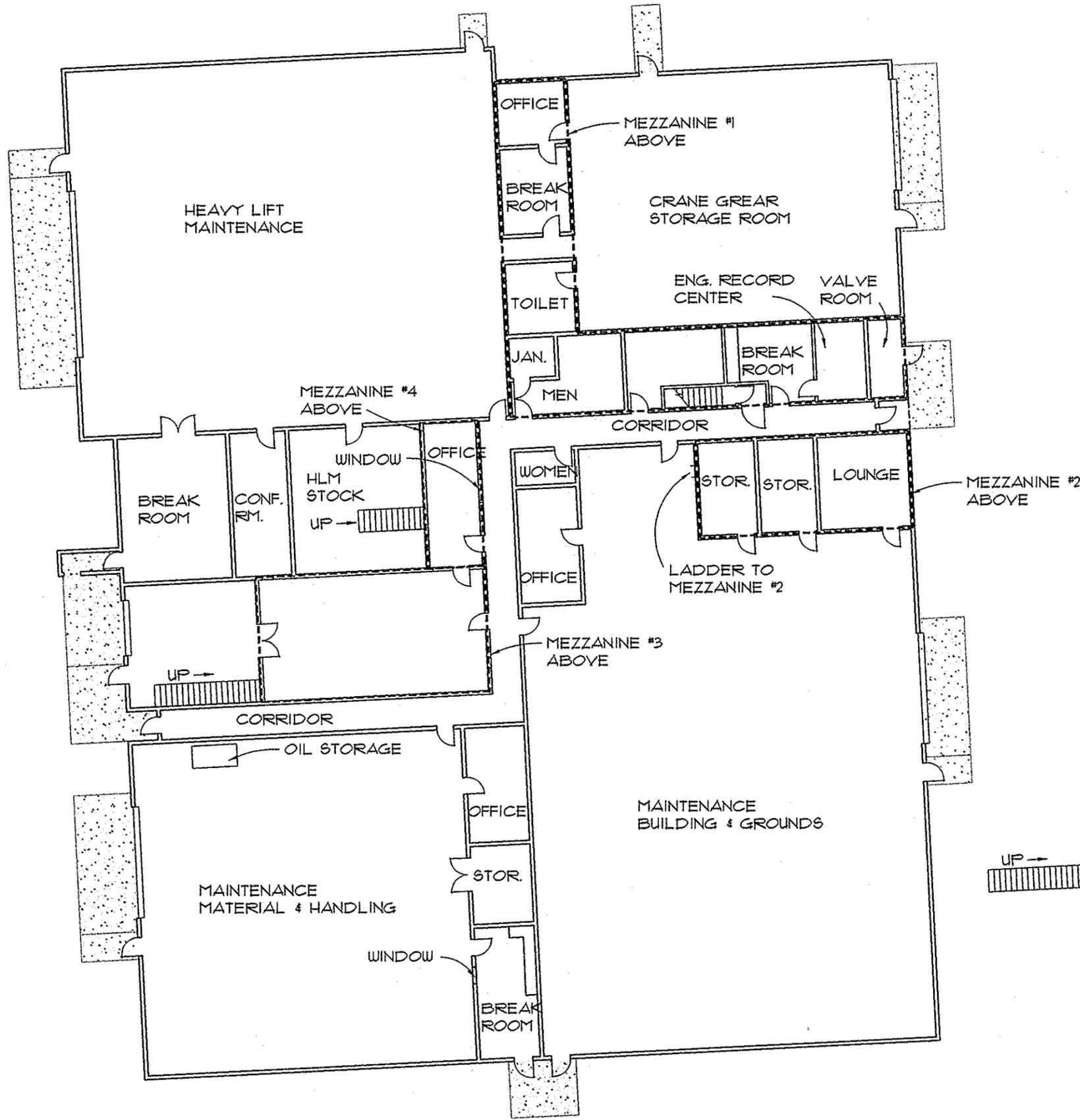
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	APPROVED BY: DNS	PROJECT NO.: M8C01E013	SCALE: GRAPHIC
			REVISION NO.: -

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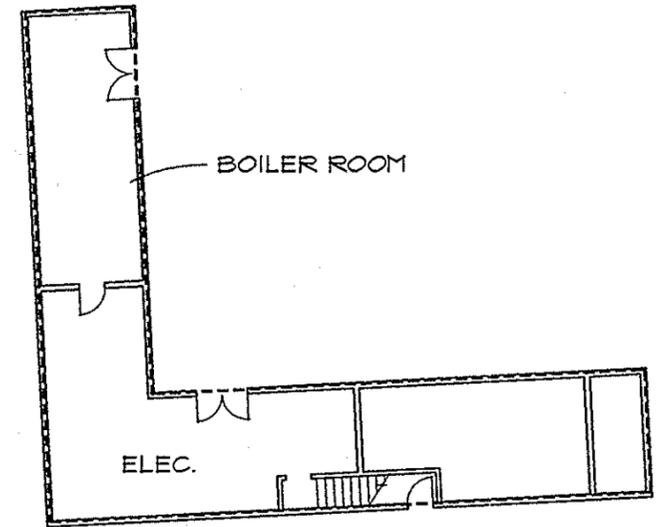
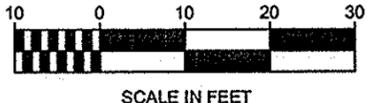
# Exhibit C

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**Detail Specifications - WWT Building 404 Floor Plan**



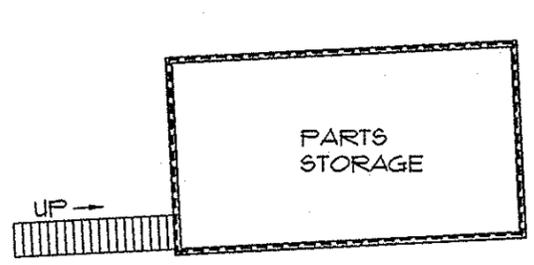
**FLOOR PLAN**



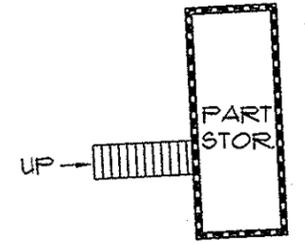
**FLOOR PLAN**  
MEZZANINE #1



**FLOOR PLAN**  
MEZZANINE #2



**FLOOR PLAN**  
MEZZANINE #3



**FLOOR PLAN**  
MEZZANINE #4

NO.		DESCRIPTION	DATE	APP'D. BY
REVISIONS				
WVBF404				
<b>SOUTH CAROLINA STATE PORTS AUTHORITY</b>				
DRAWN BY:	JH	<b>WANDO-WELCH TERMINAL - STATE PIER 41</b>		DATE:
CHECKED BY:	DNS	<b>BUILDING FLOOR PLANS</b>		DATE:
APPROVED BY:	DNS	<b>FLOOR PLAN - BUILDING 404</b>		DATE:
PROJECT NO.:	M8C01E013	SCALE:	GRAPHIC	SHEET NO.:
				5
				REVISION NO.:
				-

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# Exhibit D

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**Detail Specifications - Inspection & Construction Services General Information**

## **General Construction Specifications**

### **1. Scope of Work**

The Contractor shall furnish all labor, materials, equipment, tools, supervision, and incidentals necessary to complete the work as described in the RFP and associated contract documents. The work shall be performed in accordance with all applicable codes, regulations, and industry standards.

### **2. Codes and Standards**

All construction shall conform to the latest editions of applicable federal, state, and local codes, including but not limited to:

- Occupational Safety and Health Administration (OSHA) standards
- American Water Works Association (AWWA) standards
- American Society for Testing and Materials (ASTM) standards
- Local building and environmental codes

### **3. Submittals**

Prior to the start of construction, the Contractor shall submit for review:

- Material and equipment submittals, including specifications and certifications
- Construction schedule and sequencing plan
- Safety and traffic control plans
- Quality control and testing plan

### **4. Quality Assurance**

The Contractor shall implement a quality control program to ensure all work complies with the specifications. Work found to be defective or non-conforming shall be corrected at no additional cost.

### **5. Safety Requirements**

The Contractor shall comply with all OSHA regulations and maintain a safe work environment at all times. Safety measures shall include, but are not limited to:

- Use of personal protective equipment (PPE)
- Hazard communication and training for all personnel
- Temporary safety barriers and signage as needed
- Personal gas monitor as needed

### **6. Site Conditions**

The Contractor shall be responsible for reviewing site conditions prior to mobilization and shall notify the Owner of any discrepancies, hazards, or conditions that could affect the work.

## **7. Temporary Facilities and Controls**

The Contractor shall provide and maintain all temporary facilities required for the performance of the work, including:

- Temporary utilities (power, water, etc.)
- Temporary fencing, barriers, or signage
- Temporary erosion and sediment control measures

## **8. Protection of Existing Utilities and Structures**

The Contractor shall take all necessary precautions to protect existing utilities, structures, and equipment. Damage resulting from failure to protect existing conditions shall be repaired or replaced at the Contractor's expense.

## **9. Testing and Inspections**

All work shall be subject to testing and inspection as required by the contract documents. The Contractor shall coordinate testing with the Owner and provide certified test results for approval.

## **10. Cleanup and Restoration**

The Contractor shall maintain the site in a clean and safe condition throughout the project. Upon completion, all temporary facilities shall be removed, and disturbed areas shall be restored to their original condition or better.

## **11. Schedule and Progress Reporting**

The Contractor shall provide a detailed project schedule prior to mobilization. Progress updates shall be submitted weekly, including completed work, upcoming activities, and any delays or issues.

## **12. Warranty**

The Contractor shall warrant all work, materials, and equipment furnished under this contract to be free from defects and in compliance with the contract documents for a period of one year from substantial completion, unless otherwise specified between the owner and contractor.

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# Exhibit E

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**SCPA Annual Business Registration Form**

Kenneth J. Kromer  
Director, Risk Management



200 Ports Authority Drive  
Mt. Pleasant, SC 29464  
scspa.com

May 5, 2025

**FY 2026 (JULY 1, 2025 – JUNE 30, 2026) ANNUAL BUSINESS REGISTRATION (ABR) -  
ALL VENDORS**

Enclosed is our *Annual Business Registration Form* (ABR) which is required by the South Carolina State Ports Authority's (SCPA) Marine Terminal Operator Schedule ("MTOS"). This ABR Form must be completed every year by ALL firms that conduct business on SCPA property.

For your registration to be valid, the enclosed *Fiscal Year 2026 Annual Business Registration Form* must be **fully completed and returned no later than May 31, 2025**. Your Certificate(s) of Insurance and copies of **ALL** required endorsements should be submitted to the attention of Risk Management when you initially register, and again as each policy is renewed or replaced. **Failure to complete the process or maintain the required insurance coverages may result in being denied access to SCPA facilities.**

***NOTE*** : ALL users are required to ensure their employees, agents, representatives, and contractors accessing or entering upon SCPA's terminals have watched the SCPA Safety Video and have reviewed and understand SCPA's Terminal Safety Guide, both of which are available on the SCPA's website at <https://scspa.com/facilities/facility-features/terminal-traffic-safety/>.

All vehicles utilized on terminal(s) by your company personnel must be properly placarded, clearly identifying your company's name.

Please contact Port Police at 843-577-8706 with questions concerning access to terminals and Transportation Worker Identification Credential (TWIC) requirements.

***IF YOU NO LONGER REQUIRE ACCESS TO SCPA FACILITIES***, please email us at [ABR@SCSPA.COM](mailto:ABR@SCSPA.COM) so that we may update our records and remove you from our contact list. Also, your insurance agent should be advised to delete the SCPA from your certificate holder list.

***PLEASE NOTE*** : The *Annual Business Registration Packets* can be obtained from the SCPA website at <http://www.scspa.com/resources/risk-management/>.

If you have any questions or need further information, please contact our ABR Representatives at [ABR@SCSPA.COM](mailto:ABR@SCSPA.COM) or 843-577-8176.

Sincerely,

A handwritten signature in black ink, appearing to read "Kromer".

Kenneth J. Kromer  
Director, Risk Management



# SOUTH CAROLINA PORTS

200 PORTS AUTHORITY DRIVE, MT. PLEASANT, SC 29464

07/01/2024 - 06/30/2025

SOUTH CAROLINA STATE PORTS AUTHORITY (“SCPA”) ANNUAL BUSINESS REGISTRATION

AS REQUIRED BY SCPA MARINE TERMINAL OPERATOR SCHEDULE (“MTOS”)

\*USER’S NAME (COMPANY NAME)

\*TYPE OF BUSINESS

\*MAILING ADDRESS

\*CITY

\*STATE

\*ZIP

\*NAME OF PRIMARY CONTACT PERSON

\*TITLE

\*AREA CODE + PHONE NUMBER

\*E-MAIL

\*ALTERNATE CONTACT PERSON, PHONE & EMAIL

\*Describe business activities of User on/or adjacent to the SCPA’s terminals (e.g.: Type of Activity, Frequency, and Terminal):

Pursuant to Rule 34-065 of the MTOS, Users must register with the SCPA and provide proof of insurance prior to conducting any business or operations on or adjacent to SCPA terminals. **Subsequent registration shall take place on July 1 of each year. Inadequate insurance, as determined by the SCPA, shall cause any such registration to be considered invalid until sufficient coverage is established. Required insurance limits are determined by type of business /nature of service provided. NOTE: TWIC ID badge must be secured prior to registration.**

All Users shall provide the SCPA with a Certificate(s) of Insurance (“COI”) evidencing insurance covering their operations and showing the limits of Commercial General Liability (Bodily Injury & Property Damage), Automobile Liability, other applicable liability policies, and South Carolina Workers Compensation, and USL&H/Jones Act coverage, if applicable. **The insurance carrier shall endorse all liability policies, with copies of the endorsements provided with the COI,** to specify that:

- \* (1) SCPA is an **Additional Insured** on all liability policies **except Auto** as to operations on or adjacent to the SCPA’s facilities.
- \* (2) The User’s coverage is **primary and non-contributory** with respect to liability arising from the User’s operations.
- \* (3) **Liability and Workers’ Compensation** policies have been amended to **Waive the Insurer’s Right of Subrogation** in favor of the SCPA.
- \* (4) All policies have been endorsed to provide the SCPA with a thirty-day (30-day) written notice, prior to any policy’s cancellation or material change.

All Users doing business with or conducting activities on SCPA terminals must register their vehicles with the SCPA's Port Police Department.

By its signature below, User acknowledges and agrees that the use of the SCPA's terminals and facilities are governed by the MTOS and said MTOS is hereby incorporated herein by reference. This Annual Business Registration and the MTOS shall be read to be consistent and complimentary. Any conflict among this Annual Business Registration and the MTOS shall be resolved by giving priority to this Annual Business Registration. Unless otherwise defined in this Annual Business Registration, the defined terms in the MTOS shall have the same meanings when used herein.

ALL Users are required to ensure their employees, agents, representatives, and contractors accessing or entering upon SCPA's terminals have watched the SCPA Safety Video and have reviewed and understand SCPA's Terminal Safety Guide, both of which are available on the SCPA's website. The contents of the SCPA Safety Video and the provisions of SCPA's Terminal Safety Guide are incorporated herein by reference and made part of this Annual Business Registration.

*USER HEREBY CERTIFIES, CONVENANTS, REPRESENTS, AND WARRANTS THAT ITS EMPLOYEES, AGENTS, REPRESENTATIVES, AND CONTRACTORS HAVE WATCHED OR WILL WATCH THE SCPA SAFETY VIDEO AND HAVE READ OR WILL READ THE SCPA'S TERMINAL SAFETY GUIDE BEFORE ACCESSING OR ENTERING UPON SCPA'S TERMINALS.*

*USER HEREBY CERTIFIES, COVENANTS, REPRESENTS, AND WARRANTS THAT THE INFORMATION PROVIDED BY USER IN THIS ANNUAL BUSINESS REGISTRATION IS TRUE AND CORRECT AND THAT USER HAS REVIEWED, UNDERSTANDS, AND AGREES TO THE CONTENTS OF THE SCPA SAFETY VIDEO, THE PROVISIONS OF THE SCPA TERMINAL SAFETY GUIDE, AND THE PROVISIONS CONTAINED IN THIS ANNUAL BUSINESS REGISTRATION, INCLUDING TO THOSE IN THE MTOS AND ANY OTHER DOCUMENT OR MEDIA INCORPORATED HEREIN OR THE MTOS BY REFERENCE.*

*THE UNDERSIGNED HEREBY CERTIFIES, COVENANTS, REPRESENTS, AND WARRANTS THAT IT IS DULY AUTHORIZED TO BIND USER AND TO EXECUTE THIS ANNUAL BUSINESS REGISTRATION.*

USER:

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

# COI REQUIREMENTS

CERTIFICATE HOLDER:

SC PORTS AUTHORITY  
ATTN: RISK MANAGEMENT  
200 Ports Authority Drive  
Mt. Pleasant, SC 29464

EMAIL CERTIFICATES TO: [ABR@SCSPA.com](mailto:ABR@SCSPA.com)

## SC PORTS AUTHORITY INSURANCE REQUIREMENTS

All Registrants shall provide the SCPA with a Certificate(s) of Insurance (COI) evidencing insurance covering their operations. The COI shall show limits of Commercial General Liability (BI & PD), Automobile Liability, other applicable liability policies, and S.C. Workers Compensation including USL&H/Jones Act coverage when appropriate.

### CERTIFICATE(S) OF INSURANCE AND COPIES OF POLICY ENDORSEMENTS ARE REQUIRED:

ALL LIABILITY POLICIES EXCEPT AUTO SHALL BE ENDORSED WITH COPIES PROVIDED AND AUTHORIZED WITH A REPRESENTATIVE'S SIGNATURE TO SPECIFY:

- (1) SCPA is an 'Additional Insured' on all liability policies except Auto as to operations on or adjacent to the SCPA's facilities';
- (2) The Registrant's coverage is 'primary and non-contributory' as respects liability arising from the Registrant's operations;
- (3) All Liability and Workers' Compensation policies have been amended by endorsement to Waive the Insurer's Right of Subrogation in favor of the SCPA;
- (4) All policies have been endorsed to provide the SCPA with a 10 day written notice, prior to any policy's cancellation or material change.

**NOTE:** COPIES OF THE POLICY ENDORSEMENTS MUST BE INCLUDED FOR A REGISTRATION TO BE VALID. *Insurers and coverage are subject to review by the SCPA.*

All Registrant's doing business with or conducting activities on SCPA property must register their vehicles and provide Auto Liability insurance.

If you have any questions contact Risk Management at 843-577-8176 or [ABR@scspa.com](mailto:ABR@scspa.com).

## INSURANCE AND ENDORSEMENT REQUIREMENTS

Please submit your Certificate of Insurance with the following requirements.  
**\*\*Copies of the Policy Endorsement Forms must be included\*\***



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
 07/01/2015

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 be endorsed. If 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).

<b>PRODUCER</b> Producer Name and Address	<b>CONTACT NAME:</b> Producer Contact Information PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE _____ NAIC # _____ INSURER A: Insurance Company Name _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
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<b>INSURED</b> Insured Name and Address <div style="border: 1px solid red; padding: 2px; margin-top: 5px;">Insured Name must be the same as the Name shown on the Annual Business Registration Form or Contract.</div>	
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**COVERAGES**

**CERTIFICATE NUMBER:**

**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 DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADJL NSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						<b>EACH OCCURRENCE</b> \$1,000,000
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	Policy Number	07/01/2015	07/01/2016	DAMAGE TO RENTED PREMISES (Ea occurrence) \$
<input type="checkbox"/>	CLAIMS-MADE <input type="checkbox"/> OCCUR	<input type="checkbox"/>	<input type="checkbox"/>				MED EXP (Any one person) \$
	GENL AGGREGATE LIMIT APPLIES PER:						<b>GENERAL AGGREGATE</b> \$2,000,000
<input type="checkbox"/>	POLICY	<input type="checkbox"/>	<input type="checkbox"/>				PRODUCTS - COM/POF AGG \$1,000,000
	AUTOMOBILE LIABILITY						<b>COMBINED SINGLE LIMIT (Ea accident)</b> \$1,000,000
<input type="checkbox"/>	ANY AUTO	<input type="checkbox"/>	<input type="checkbox"/>	Policy Number	07/01/2015	07/01/2016	BODILY INJURY (Per person) \$
<input type="checkbox"/>	ALL-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
<input type="checkbox"/>	SCHEDULED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/>	NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				
<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input type="checkbox"/>	<input type="checkbox"/>	Policy Number	07/01/2015	07/01/2016	<b>EACH OCCURRENCE</b> \$5,000,000
<input checked="" type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				<b>AGGREGATE</b> \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> IWC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	Policy Number	07/01/2015	07/01/2016	E.L. EACH ACCIDENT \$1,000,000
		<input type="checkbox"/>	<input type="checkbox"/>				E.L. DISEASE - EA EMPLOYEE \$1,000,000
		<input type="checkbox"/>	<input type="checkbox"/>				E.L. DISEASE - POLICY LIMIT \$1,000,000
	Other Policies	<input type="checkbox"/>	<input type="checkbox"/>	Policy Number	07/01/2015	07/01/2016	Each Occurrence and Aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

SCPA is an Additional Insured on all liability policies except Auto as to operations on or adjacent to the SCPA facilities. Insured's coverage is Primary and Non-Contributory as respects Insured's operations. All liability and Workers' Compensation policies have been amended by endorsement to waive the Insurer's Right of Subrogation in favor of the SCPA. All policies have been endorsed to provide SCPA with a 10-day written notice of cancellation or material change.

<b>CERTIFICATE HOLDER</b> South Carolina Ports Authority Attn: Risk Management 200 Ports Authority Drive Mt. Pleasant, SC 29464	<b>CANCELLATION</b> 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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Certificate Date must be current.

This statement is why the Policy Endorsements are required.

Must meet minimum limits. Liability limits will vary by business type.

All Endorsement Forms must show the same Policy Number as the Certificate.

Taxi limit will differ.

Certificate Language and Policy Endorsement Forms are required.

SCPA must be shown as the Certificate Holder.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

**SC State Ports Authority**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization:

**SC State Ports Authority**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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 we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Sample

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY/NON-CONTRIBUTORY COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**PRIMARY/NON-CONTRIBUTORY** – If required by written contract or agreement, effected prior to the date your operations for that person or organization commenced and named below, such insurance as is afforded by this policy to any additional insureds under this policy shall be primary insurance, and any insurance or self-insurance maintained by such additional insured(s) shall not contribute to the insurance afforded to the named insured.

All other terms and conditions remain unchanged.

### **SCHEDULE**

Any person or organization that is:

1. An owner of real or personal property on which you are performing operations, but only at the specific written request by that person or organization to you, and only if:
  - a. That request is made prior to the date your operations for that person or organization commenced; and
  - b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker; or
2. A contractor on whose behalf you are performing operations, but only at the specific written request by that person or organization to you, and only if:
  - a. That request is made prior to the date your operations for that person or organization commenced; and
  - b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker.

**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 the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

South Carolina Ports Authority

200 Ports Authority Drive

Mt. Pleasant, SC 29464

SAMPLE

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.)

All of the below information should be completed.

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_