

A M E N D E D A G E N D A

OCONEE COUNTY COUNCIL MEETING - MAY 18, 1993

3:00 PM

1. Call to Order
2. Invocation
3. Approval of Minutes of Regular Meeting Held May 4, 1993
4. Approval of Minutes of Special Meeting Held May 7, 1993
5. Presentation of the Proposed 1993-94 School District Budget - Mr. James Brown, Superintendent of Education
6. Presentation of the Proposed 1993-94 Sewer Commission Budget - Mr. Robert Winchester, Director, Mr. Howard Adams, Chairman & Mr. Lamar Bailes, Finance Chairman
7. Consideration of Request to Adopt the 201 Wastewater Facilities Update - Mr Robert Winchester, Director, Howard Adams, Chairman & Mr. Lamar Bailes, Finance Chairman
8. Consideration of Lease Contract for Truck From Forestry Commission for Rural Fire - Mr. Billy Lee, Friendship Fire District
9. Update from Sign Committee - Mr. Sam Donald, Chairman
10. Consideration of Approval for Architectural Contract for Senior Center - Mr. Frank Wise, Council on Aging
11. Consideration of Transfers for Motor Pool - Mr. Lee Davis, Motor Pool Foreman
12. Consideration of Transfer for Assessor's Office - Mr. Roger Williams, Assessor
13. Approval of Transfer for Probation Office - Mrs. Lucy Murr, Probation Office
14. Consideration of Transfer for PRT - Mr. Alex James, PRT Director
15. Consideration of Transfer for Board of Registration - Ms. Bonnie Moses, Chairman
16. Consideration of Transfer for Rock Crusher - Mr. Tommy Crumpton, Director

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17. Consideration of Transfer for Department of Social Services - Mr. Daniel Whitehurst, Director
18. Consideration of Renewal of Contract for Drilling and Blasting at the Rock Crusher - Ms. Marianne Dillard, Purchasing Director & Mr. Tommy Crumpton, Rock Crusher Director
19. Consideration of Approval of Contract of Ice for Road Department - Mr. Norman Crain, Supervisor
20. Presentation Regarding Contracting Construction Projects - Ms. Cookie Fitch, Trehel Construction
21. Third & Final Reading of Ordinance 93-3, "The 1992-93 Oconee County Supplemental Appropriations Ordinance"
22. Old Business
23. New Business
24. Adjourn

2:00 PM Purchasing, Contracting, Real Estate, Building & Grounds Committee Meeting for the Purpose of Discussing Ordinance 85-2, "Oconee County Manual of Centralized Purchasing"

(All Meetings Open to Public)

MEMBERS, OCONEE COUNTY COUNCIL

Mrs. M. Fran Burrell, District I Mr. Harrison E. Orr, District II
Mr. Michael E. Harper, District III Mr. Roy B. Strickland, District IV
Mr. Alton K. Williams, District V

MINUTES, OCONEE COUNTY COUNCIL MEETING

The regular meeting of the Oconee County Council was held Tuesday, May 18, 1993 at 3:00 PM in Council Chambers with all Council Members present. Mr. Jerry Fedder, Acting Attorney, was also present.

Members of the press notified (by mail):
Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WSNW Radio, WCCP Radio, WZLI/WLET Radio, WYFF TV, & WLOS TV.

Press

Members of the press present: Dick Mangrum - WGOG Radio & McGregor McCance - Greenville News.

The meeting was called to order by Supervisor Chairman Crain who welcomed the guests and media.

Call to Order

The invocation was given by Mr. Strickland.

Invocation

Mr. Williams made a motion, seconded by Mr. Orr, approved 5 - 0 that the minutes of the regular meeting held May 4, 1993 be adopted as printed.

Minutes
(5/4/93)

Mr. Williams made a motion, seconded by Mr. Strickland, approved 4 - 0 (Mr. Orr abstaining) that the minutes of the special meeting held May 7, 1993 be adopted as printed.

Minutes
(5/18/93)

Mr. James Brown, Superintendent of Education, Mr. Jerry Lee, School Board Chairman, & Mr. James Bridges, Superintendent of Fiscal Affairs, presented the attached proposed 1993-94 fiscal year School District Budget to Council.

School
(Budget)

This proposed budget can be funded with the same millage the school district received last year and is asking for no new positions.

At the request of Mr. Howard Adams, Sewer Commission Chairman, Mr. Robert Winchester, Director & Mr. Lamar Bailes, Finance Chairman, Mr. Strickland made a motion, seconded by Mr. Harper, approved 5 - 0 that the attached proposed budget for the Sewer Commission for the 1993-94 fiscal year be adopted.

Sewer Comm.
(Budget)

Mr. Harper made a motion, seconded by Mrs. Burrell, approved 5 - 0 that Resolution 93-11, "A Resolution Adopting the 201 Facilities Plan Update as Prepared by Jordan, Jones & Goulding" be adopted on first and final reading.

Res. 93-11

At the request of Mr. Billy Lee, Friendship Fire District, Mr. Strickland made a motion, seconded by Mr.

Res. 93-12

Williams, approved 5 - 0 that Resolution 93-12, "A Resolution Assigning a One-half Ton 1976 Dodge Vehicle Serial #W24BE65261423 to be Assigned to the Friendship Fire District" be adopted on first and final reading.

Mr. Sam Donald, Chairman of the Citizens Sign Committee, informed Council that the awarding of the plaques and savings bonds for the winner and two runners up of the sign contest would be June 1, 1993.

Sign
Committee

Mr. Strickland made a motion, seconded by Mr. Orr, approved 5 - 0 that the attached contract between Oconee County/Anderson-Oconee County Council on Aging & Design Partnership, Inc. for architectural services for the Senior Center be adopted upon the stipulation that Article 7 Arbitration can be stricken from the contract.

Senior
Center

Mr. Orr made a motion, seconded by Mr. Harper, approved 5 - 0 that the attached transfer for the Motor Pool be adopted.

Motor Pool
(Transfer)

Mr. Orr made a motion, seconded by Mr. Strickland, approved 5 - 0 that the attached transfer for the Assessor's Office be adopted.

Assessor
(Transfer)

Mr. Harper made a motion, seconded by Mrs. Burrell, approved 5 - 0 that the Probation Office be allowed to purchase two (2) phones and pay for the service for the month of June, 1993 from their phone line.

Probation
Office

Mr. Strickland made a motion, seconded by Mr. Williams, approved 5 - 0 that the attached transfers for the PRT Office be adopted.

PRT
(Transfers)

Mr. Strickland made a motion, seconded by Mr. Williams, approved 5 - 0 that the attached transfer for the Board of Registration be adopted.

Bd. of Reg.
(Transfer)

Mr. Williams made a motion, seconded by Mr. Orr, approved 5 - 0 that the attached transfer for the Rock Crusher be adopted.

Rock
Crusher
(Transfer)

At the recommendation of Mr. Tommy Crumpton, Rock Crusher Director & Ms. Marianne Dillard, Purchasing Director, Mr. Orr made a motion, seconded by Mr. Williams, approved 5 - 0 that the contract with Piedmont Explosives for drilling and blasting at the rock crusher be renewed for another year beginning July 1, 1993 and expiring June 30, 1994.

Drilling &
Blasting

Mr. Strickland made a motion, seconded by Mr. Williams, approved 5 - 0 that the Road Department purchase ice under an open purchase order number from Oakway Ice at approximately \$.55 per bag beginning July 1, 1993.

Road Dept.

Mr. Harper made a motion, seconded by Mr. Orr that Ordinance 93-3, "The 1992-93 Oconee County Supplemental Appropriations Ordinance" be adopted on third and final reading.

Ord. 93-3

Mr. Harper made a motion, seconded by Mr. Williams, approved 5 - 0 that the ordinance be amended as per the attached copy.

Ordinance 93-3 was then adopted 5 - 0 as amended.

At the request of Ms. Marianne Dillard, Purchasing Director, Mr. Orr made a motion, seconded by Mrs. Burrell, approved 5 - 0 that the deadline for Council approving transfers for this fiscal year be June 1, 1993 and the deadline for having requisitions into Purchasing be June 10, 1993.

Purchasing

Mr. Orr made a motion, seconded by Mr. Strickland, approved 5 - 0 that Mr. James H. Williams be appointed to the Oconee County Library Board with the term commencing July 1, 1993 and expiring June 30, 1997.

Library Board

Mrs. Burrell, Chairman of the Purchasing, Contracting, Real Estate, Building & Grounds Committee reported to Council that the committee had met regarding the air compressor at the courthouse and they were waiting for information from the engineer before making a decision on the matter.

Purchasing Committee

Mr. Crain, Supervisor-Chairman, excused himself from this part of the meeting due to what may appear to be a conflict of interest. (See attached letter)

The Purchasing, Contracting, Real Estate, Building & Grounds Committee scheduled a meeting June 1, 1993 at 6:00 PM to discuss the bid process.

Mr. Crain informed Council that the insurance for fiscal year 1993-94 would be bid.

Insurance

Mr. Strickland questioned the method used in selecting the candidates to be interviewed for the Emergency Director to replace Mr. Purcell who will be retiring July 1, 1993.

Emergency Director

The Council Clerk read the attached letter from Mr. Martin D. Watkins regarding Marcengill Road to Council, it was the consensus of Council to invite Mr. Watkins to come to the next Council Meeting to express his concerns.

Letter

Mr. Harper made a motion, seconded by Mrs. Burrell, approved 5 - 0 that \$626.82 be taken from contingency to establish retirement service for Betty Dubose from January 1,

Retirement

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1968 through September 30, 1968.

Mrs. Burrell made a motion, seconded by Mr. Williams, approved 5 - 0 that JTPA workers be approved for the Lunney Museum, Walhalla Magistrate's Office, Veterans Affairs Office, Probate Judge's Office & PRT. (See attached letter)

JTPA
Workers

Mr. Crain informed Council Members they could obtain their 1993-94 budget packets from Mr. Hunnicutt, Finance Director. He further informed Council that the first reading of the budget has been scheduled for June 8, 1993, second reading - June 15, 1993 and third reading - June 22, 1993. The public hearing on the budget has been scheduled June 17, 1993 in the courtroom.

Budgets

Mr. Crain also informed Council that the proposed budget would require a thirty-six and one-half (36.5) mill increase, the county would require seventy-five and seven tenths (75.7) mills to fund and he is also proposing a twenty (20) year program to pave all the dirt roads in the county.

Adjourn: 5:30 PM

Norman D. Crain /sq
Norman D. Crain
Supervisor-Chairman
Oconee County Council



School District of Oconee County Administrative Offices

North College and North Broad Streets, P.O. Box ~~220~~⁶⁴⁹, Walhalla, SC 29691 • (803) 638-4000

May 14, 1993

Mr. Norman Crain
Supervisor-Chairman
Oconee County Council
Public Service Building
Walhalla, S. C. 29691

Dear Norman,

I am requesting that the FY94 School District Budget be scheduled on the council's agenda for Tuesday, May 18, 1993 at 3:00 P. M.

Thank you very much.

Sincerely,

James M. Brown
Superintendent of Education

JMB:iow

The School District of Oconee County

ANNUAL BUDGET
FISCAL YEAR 1994



As Approved by the School Board of Trustees

Jerry C. Lee.....Chairman

John C. McKnight.....Vice-Chairman

Fred P. Hamilton.....Clerk

Bennie L. Cunningham, Sr. Jerry D. Dyar

James S. DuPre James H. Myers

Charles B. Johnson Ann R. Hoshall

Presented By

James M. Brown, Superintendent

Prepared By Fiscal Affairs Department

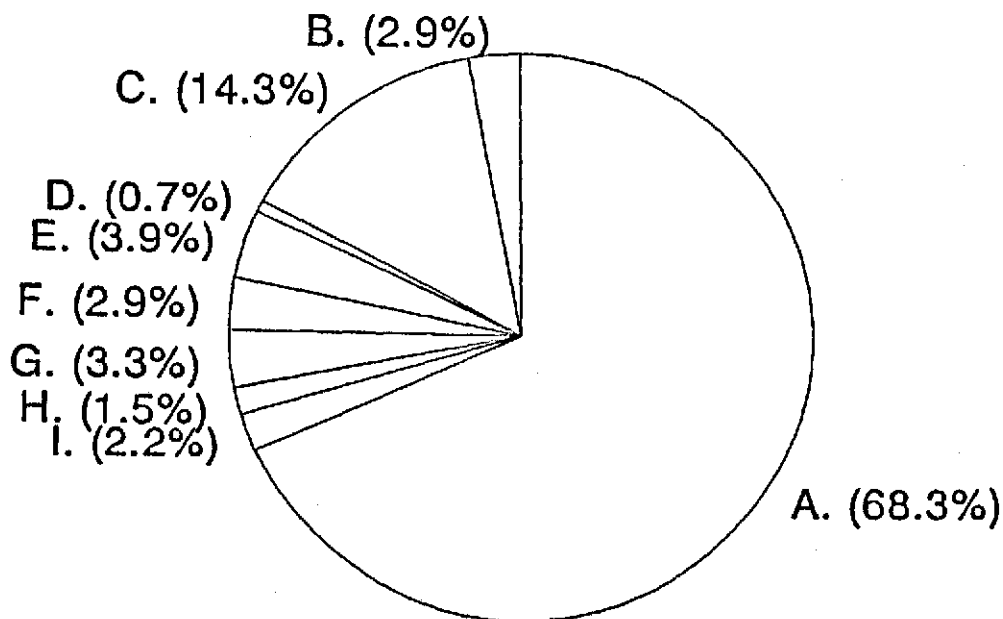
FY94 GENERAL FUND OPERATING BUDGET

Attached is the FY94 School District Operating Budget as approved by the Board of Trustees at their May 11 meeting. The budget was developed from projections of State and other funding and cost estimates from schools and departments. Some of the key features of the budget include:

- * State revenues, which amount to 40% of the total, are based on the House Ways and Means version of the State budget. This percentage is down from 44% in the current year, for an overall decrease of: **\$-2,372,860**
- * Miscellaneous local revenues (tuition, fees, interest earnings, etc., amounting to less than 2% of the total) based on previous experience shows an increase of: **\$102,270**
- * Revenue from local taxes, approximately 58% of the total, reflects a reported increase from new assessment at the current millage level of: **\$411,590**
- * Implementing the State minimum salary schedule plus a 1% local increase which resulted in a 2.7% change in Oconee's schedule increased estimated salary and fringe cost for current employees by: **\$1,844,371**
- * Funding for the Oconee Alternative School was included at an increase to the General Fund of: **\$278,572**
- * The budget for capital improvement and major equipment projects has been decreased by: **\$-1,966,445**
- * Other operating expenses (after Administrative reduction of departmental requests) are budgeted to decrease: **\$-468,913**
- * The budget as approved by the Board includes no new positions.
- * Overall, expenses are \$196,825 below the FY93 budget. However, the major reduction in State revenue more than offsets this savings, leaving the budget **\$720,175** short of funding.

GENERAL FUND SALARIES BY CATEGORY

CATEGORIES	SALARY COST	AS % OF SALARY	AS % OF BUDGET
A. Classroom Teachers	18,901,489	68.30	46.00
B. Instructional Aides	793,968	2.90	1.90
C. Support Staff	3,971,385	14.30	9.70
D. School Administration – Admin. Assts	194,145	0.70	0.50
E. School Administration – Principals	1,089,341	3.90	2.60
F. School Administration – Asst. Principals	812,026	2.90	2.00
TOTAL SCHOOL SALARIES	25,762,354	93.00	62.70
G. District – Administration	910,490	3.30	2.20
H. District – Instructional	412,641	1.50	1.00
I. District – Service Centers	606,136	2.20	1.40
TOTAL DISTRICT SALARIES	1,929,267	7.00	4.60
TOTAL SALARIES	27,691,621	100.00	67.30



THE SCHOOL DISTRICT OF OCONEE COUNTY
 FY94 GENERAL FUND OPERATING BUDGET
 May 17, 1993

COMPARATIVE BUDGETED REVENUE AND EXPENDITURE

For the Fiscal Years Ending June 30				
	1993	1994	Change	% Chg
REVENUE:				
Local Revenue:				
Current Taxes	23,124,810	23,536,400	411,590	1.8%
Other Local Revenue	582,730	685,000	102,270	17.6%
State Revenue:				
Education Finance Act	12,021,300	10,353,090	(1,668,210)	-13.9%
Employer Fringe Benefit	3,988,300	3,702,200	(286,100)	-7.2%
EIA Teacher Raise	1,678,778	1,546,350	(132,428)	-7.9%
Other State Revenue	870,082	583,960	(286,122)	-32.9%
TOTAL REVENUE	42,266,000	40,407,000	(1,859,000)	-4.4%

EXPENDITURE:				
Salaries & Fringe:				
Current Positions	26,476,000	27,691,621	1,215,621	4.6%
Fringe Benefits	6,760,000	7,388,750	628,750	9.3%
Total Salaries & Fringe	33,236,000	35,080,371	1,844,371	5.5%
Other Expenses:				
Allocated Accounts	2,065,132	1,735,614	(329,518)	-16.0%
Purchased Services	1,519,317	1,455,225	(64,092)	-4.2%
Supplies & Materials	1,671,402	1,683,599	12,197	0.7%
Capital Outlay	263,536	185,600	(77,936)	-29.6%
Other Objects	262,773	242,149	(20,624)	-7.8%
Capital Improvements	2,181,270	214,825	(1,966,445)	-90.2%
Other Transfers Out	124,570	135,630	11,060	8.9%
Alternative School		278,572	278,572	---
Maintain Fund Balance		115,590	115,590	---
Total Other Expenses	8,088,000	6,046,804	(2,041,196)	-25.2%
TOTAL EXPENDITURE:	41,324,000	41,127,175	(196,825)	-0.5%

REVENUE SHORTFALL: (720,175)



Oconee County Sewer Commission

623 Return Church Road • Seneca, South Carolina 29678
803-972-3900

May 12, 1993

Mr. Norman Crain
Oconee County Supervisor
208 Booker Drive
Walhalla, S.C. 29691

Re: 1993-1994 Sewer Commission Budget

Dear Mr. Crain:

Attached find a copy of the proposed Sewer Commission budget for 1993-1994. The total proposed budget represents an increase of 7.3 per cent over last year.

I have requested inclusion on the agenda of the May 18, 1993 Council meeting for presentation of this budget. Mr. Howard Adams, Commission Chairman; Mr. Lamar Bailes, Finance Committee Chairman; and I will answer questions concerning this budget. The County sewer rate to the cities will remain at \$1.38 per 1,000 gallons.

Please review this information; and, if you need anything further, please call.

Sincerely,

Robert C. Winchester
General Superintendent

RCW/kh

Attachments

cc: Ms. Fran Burrell
Mr. Michael Harper
Mr. Harrison Orr
Mr. Roy Strickland
Mr. Alton Williams
Commissioners

OCONEE COUNTY SEWER COMMISSION

BUDGET 1993-1994

- A) 7.3% increase in the total budget over 1992-1993.
- B) \$1.38/1,000 gallons rate to the cities.
 - 1) The cities will pay a minimum monthly charge based upon their pro rata share of the average 1990, 1991, and 1992 metered flows.
 - 2) A surcharge of \$.52/1,000 gallons will be charged for flows greater than the flow representing the minimum monthly charge.
 - 3) Flow projected for 1993 is estimated at 1,279,429,394 gallons based upon the average of 1990, 1991, and 1992.

OCONEE COUNTY SEWER COMMISSION

1993-94 BUDGET

ACCOUNT CODE	LINE ITEM	AMOUNT
700	Salaries	343,462
701	Overtime	10,000
702	Social Security	25,987
703	Retirement	24,002
704	Workers' Compensation	20,120
710	Travel & POV Mileage	240
715	Seminars, Meetings, Workshops	1,200
720	Professional Dues and Fees	525
721	Training Courses & Materials	800
725	Accounting Fees	4,000
725-1	Audit Fees	3,500
725-2	Engineering Fees	12,000
726	Legal Fees	12,000
727	SCNB Bond Management Fees	4,500
728	SCDHEC Fees	2,270
729	SCDHEC Fines	0
805	Insurance, Health	46,360
806	Insurance, Buildings	964
807	Insurance, Vehicles	3,500
808	Insurance, Liability	1,304
809	Insurance, Unemployment	1,150
810	Insurance, Underground Tanks	0
811	Surety Bond	951
815	Supplies, Safety Equipment	1,000
816	Supplies, Office	1,500
817	Supplies, Janitorial	600
818	Lubricants	3,000
819	Supplies, Medical	60
819-1	Medical, Hepatitis B Vaccine	540
820	Supplies, Operations	500
821	Laboratory, Supplies	8,900
821-1	Laboratory, Equipment Calib.	500
821-2	Laboratory, Toxicity Analysis	3,700
821-3	Laboratory, Inf./Eff. Analysis	3,000
822	Process Chemicals	42,000
823	Uniforms	7,600
824	Telephone	2,200
825	Electricity	310,000
826	Water, Plant	500
826-1	Water, Pump Stations	800
827	Fuels	10,200

828	Printing and Publications	500
829	Postage	1,450
830	Equipment Rentals	240
831	Advertising	230
832	Miscellaneous	200
832-1	Misc., UPS, Shipping, Freight	200
832-2	Misc., Employee Physicals	500
832-3	Misc., Christmas Dinner	575
832-4	Misc., Christmas Gifts, Candy	750
833	Sludge Disposal	114,036
834	USGS Gaging Station	3,750
835	Maint., Vehicles	5,000
835-1	Maint., Off-Road Vehicles	3,000
836	Maint., Buildings	1,200
837	Maint., Grounds	400
838	Maint., Pump Stations	24,000
839	Maint., Treatment Plant	24,000
840	Maint., Outside Contracts	5,000
841	Maint., Tools Purchased	2,000
842	Maint., Collection System	6,000
	O & M TOTAL	1,108,466
846	Capital Expenditures	18,700
847	Capital Expend., Vehicles	56,000
848	Cap. Exp., Safety Equipment	4,000
866	School Dist. Expenditures	22,913
877	Pretreatment Expenditures	68,835
	TOTAL	1,278,914

SCHOOL DISTRICT PACKAGE PLANTS - BREAKDOWN

856	School Dist., Salaries	14,060
857	School Dist., FICA	1,034
858	School Dist., Retirement	963
859	School Dist., Workers' Comp	671
860	School Dist., Insurance	1,025
861	School Dist., Materials	2,500
862	School Dist., Uniforms	660
863	School Dist., Travel	2,000
864	School Dist., Miscellaneous	0
	SCHOOL DISTRICT TOTAL	22,913

INDUSTRIAL PRETREATMENT PROGRAM - BREAKDOWN

867	Pretreatment, Salaries	28,107
868	Pretreatment, FICA	2,138
869	Pretreatment, Retirement	1,925
870	Pretreatment, Workers' Comp	1,118
871	Pretreatment, Insurance	2,847
872	Pretreatment, Materials	500
873	Pretreatment, Laboratory	29,000
874	Pretreatment, Travel	1,200
875	Pretreatment, Miscellaneous	2,000
	PRETREATMENT PROGRAM TOTAL	68,835
150	Contingent Fund	95,000
	TOTAL	310,838
157	Bond Payment	407,166
165	Depreciation Fund	
	TOTAL	718,004
	GRAND TOTAL	2,091,918

PROJECTED REVENUE SOURCES

A.	Sewer Usage Fees	1,765,612
B.	Septic Tank Services	8,040
C.	Interest Income	18,800
D.	Industrial Pretreatment	68,835
E.	School Package Plants	22,913
F.	Transfer from Gross Revenue	160,610
G.	From Contingency Fund Balance	47,108
	REVENUE TOTAL	2,091,918
	VARIANCE	0

OCONEE COUNTY COUNCIL

RESOLUTION 93-11

WHEREAS, the Oconee County Sewer Commission has requested that Oconee County adopt the 201 Wastewater Facilities Plan Update as prepared by Jordan, Jones & Goulding; and

WHEREAS, this plan was developed for the Oconee County Sewer Commission; and

WHEREAS, this is a cost effective and environmentally acceptable wastewater plan which complies with the South Carolina Department of Health & Environmental Control facilities plan requirements to obtain a low interest loan from the South Carolina State Budget & Control Board State Water Pollution Control Revolving Fund for the construction of the recommended facilities;

NOW THEREFORE, BE IT RESOLVED in Council duly assembled this date that on behalf of the Oconee County Sewer Commission, the Oconee County Council hereby adopts the 201 Wastewater Facilities Plan Update as prepared by Jordan, Jones & Goulding.

APPROVED, RATIFIED & ADOPTED on first and final reading this eighteenth day of May, 1993 by a vote of:

_____ :YES

_____ :NO

Norman D. Crain
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green
Council Clerk



Oconee County Sewer Commission

623 Return Church Road • Seneca, South Carolina 29678
803-972-3900

OCONEE COUNTY SEWER COMMISSION

RESOLUTION

WHEREAS, Oconee County Sewer Commission has determined that it is in the best interest of Oconee County to adopt the 201 Wastewater Facilities Plan Update prepared by Jordan, Jones & Goulding,

NOW THEREFORE, BE IT RESOLVED by the Oconee County Sewer Commission of Oconee County, South Carolina, (the "Sewer Commission") in a meeting duly assembled on May 3, 1993,

That the Sewer Commission hereby adopts a cost-effective and environmentally acceptable wastewater facilities plan. The plan was developed for the Sewer Commission (OCSC) with the wastewater planning area being Oconee County. The plan complies with the South Carolina Department of Health and Environmental Control (DHEC) facilities plan requirements so that a low interest loan can be obtained from the South Carolina State Budget and Control Board State Water Pollution Control Revolving Fund (SRF) for the construction of the recommended facilities. This updated plan will be recommended to Oconee County Council.

RATIFIED & ADOPTED on first and final reading this 3rd day of May, 1993 by a vote:

8 : YES

0 : NO

OCONEE COUNTY SEWER COMMISSION
OCONEE COUNTY, SOUTH CAROLINA

Howard S. Adams
Howard S. Adams, Chairman

ATTEST:

Kaye Harst
Kaye Harst, Secretary

OCONEE COUNTY COUNCIL

RESOLUTION 93-12

WHEREAS, the US Forestry Commission has a 1976 Dodge one-half ton vehicle, Serial Number W24BE65261423, Forestry Commission Identification Number W200 which can be leased by Oconee County for the purpose of fighting fires; and

WHEREAS, the vehicle can be leased for the primary use of the Friendship Rural Fire District in carrying out their mission of fighting and controlling fires in the Friendship Rural Volunteer Fire District; and

WHEREAS, it is the desire of Oconee County Council to formally record the facts concerning the lease of the vehicle and to express its good faith intent to permanently station the vehicle at the Friendship Fire Station.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT Oconee County Council, in session duly assembled at Walhalla, South Carolina on the eighteenth day of May, 1993, a quorum being present and voting, and upon motion made, seconded and approved it is hereby resolved as follows:

- (1) Oconee County commends the Friendship Volunteer Firemen for the fine job they are doing as a part of the County's Rural Fire Fighting Forces;
- (2) Oconee County deeply appreciates the concern and initiative of the individual volunteer firemen of the Friendship Rural Fire Department; and
- (3) Oconee County hereby declares that the vehicle shall be permanently assigned to and stationed at the Friendship Rural Fire Station for the primary use of the Friendship Volunteer Firemen in carrying out their mission of fighting and controlling fires in the Friendship Rural Fire District; however, the vehicle shall remain subject to use on an "as needed basis" in other Rural Fire Districts throughout Oconee County as determined by the Oconee County Rural Fire Marshal.

It is further resolved that this resolution shall be adopted without further reading and be effective as of the date of its adoption.

DONE, RATIFIED & ADOPTED, on first and final reading this eighteenth day of May, 1993 by a vote of:

___ 5 ___ :YES

___ 0 ___ :NO

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE May 17, 1993 DEPARTMENT Motor Pool CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 92 - 93 BUDGET:

1. TO: Sheriff Vehicle Maint. # 10 - 012 - 00200 - 02004 \$ 10,000.00
(fill in line item name) (fill in line code)
FROM: Sheriff Gasoline # 10 - 012 - 00500 - 05004 \$ 10,000.00
(fill in line item name) (fill in line code)

Justification: Unforeseen repair work due to accidents.

2. TO: PRT Vehicle Maint. # 10 - 012 - 00200 - 02018 \$ 1,000.00
(fill in line item name) (fill in line code)
FROM: PRT Gasoline # 10 - 012 - 00500 - 05018 \$ 1,000.00
(fill in line item name) (fill in line code)

Justification:

Due to increased amount of work being done in the parks.

3. TO: Maintenance On Equipment # 10 - 012 - 00150 - 00024 \$ 350.00
(fill in line item name) (fill in line code)
FROM: School/Train/Seminars/Meet # 10 - 012 - 00150 - 00084 \$ 350.00
(fill in line item name) (fill in line code)

Justification: Increase in cost of Parts Washer maintenance, radio maintenance and unforeseen repair work to gas pumps.

Lee Davis
DEPARTMENT HEAD SIGNATURE

APPROVED: 5/18/93
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Green
COUNCIL CLERK

BUDGET ADJUSTMENT AUTHORIZATION

Revised 03-28-86

DATE 5-17-93 DEPARTMENT Assessor CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 92-93 BUDGET:

1. TO: Travel RA # 10 - 017 - 00150 - 01717 \$ 1,000
(fill in line item name) (fill in line code)

FROM: Operational # 10 - 017 - 00150 - 00032 \$ 1,000
(fill in line item name) (fill in line code)

Justification: need transfer to cover travel till end of
fiscal year.

2. TO: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

Justification: _____

3. TO: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # _____ \$ _____

Justification: _____

Roger A. Williams
DEPARTMENT HEAD SIGNATURE

APPROVED: 5/18/93
Date of Council Meeting

DATE: _____
Received by Council Clerk

Opal O. Sreen
Council Clerk

SUBCOMMITTEE CHAIRMAN

MEMBER BUDGET SUBCOMMITTEE

MEMBER COUNTY COUNCIL

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE 5/10/93 DEPARTMENT PRT CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN NY _____ BUDGET:

1. TO: TELEPHONE # 10-018-00150-00041 \$ 250.00
(fill in line item name) (fill in line code)

FROM: SUMMER EMPLOYEES # 10-018-00110-18120 \$ 250.00
(fill in line item name) (fill in line code)

Justification: TO COVER PROTECTED PHONE BILLS FOR MONTHS
OF MAY AND JUNE.

2. TO: SCHOOL/SEMINAR/TRAIN # 10-018-00150-00084 \$ 20.00
(fill in line item name) (fill in line code)

FROM: SUMMER EMPLOYEES # 10-018-00110-18120 \$ 20.00
(fill in line item name) (fill in line code)

Justification:

FIRST AID MAKE-UP COURSE

3. TO: CLOTHING UNIFORMS # 10-018-00150-00065 \$ 128.00
(fill in line item name) (fill in line code)

FROM: SUMMER EMPLOYEES # 10-018-00110-18120 \$ 128.00
(fill in line item name) (fill in line code)

Justification: T-SHIRTS FOR SUMMER EMPLOYEES


DEPARTMENT HEAD SIGNATURE

APPROVED: 5/18/93
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Breen
COUNCIL CLERK

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE 5/10/93 DEPARTMENT PRT CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY _____ BUDGET:

1. TO: MAINT. BLDG/GROUNDS # 10-018-00150-00022 \$ 1,000.00
(fill in line item name) (fill in line code)

FROM: SUMMER EMPLOYEES # 10-018-00110-18120 \$ 1,000.00
(fill in line item name) (fill in line code)

Justification: REFURBISH COUNTERTOPS IN BATHHOUSES

2. TO: OPERATIONAL # 10-018-00150-00032 \$ 1,500.00
(fill in line item name) (fill in line code)

FROM: SUMMER EMPLOYEES # 10-018-00110-18120 \$ 1,500.00
(fill in line item name) (fill in line code)

Justification:

TO COVER UNFORESEEN EXPENDITURES DUE TO RESEEDING OPERATION,
AND CROSS TIE PURCHASE

3. TO: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

Justification: _____


DEPARTMENT HEAD SIGNATURE

APPROVED: 5/18/93
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Green
COUNCIL CLERK

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE May 13, 1993 DEPARTMENT Board of Registration CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 1992 - 93 BUDGET:

1. TO: Maintenance on Equipment # 010 - 013 - 00150 - 00024 \$ 25.00
(fill in line item name) (fill in line code)

FROM: Telephone # 010 - 013 - 00150 - 00041 \$ 25.00
(fill in line item name) (fill in line code)

Justification: To pay maintenance agreement on printer.

2. TO: Operational # 010 - 013 - 00150 - 00032 \$ 850.00
(fill in line item name) (fill in line code)

FROM: Telephone # 010 - 013 - 00150 - 00041 \$ 850.00
(fill in line item name) (fill in line code)

Justification:

To purchase envelopes, stationary, pens hanging files and rods.

3. TO: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

Justification: _____

Bonnie L. Messer
DEPARTMENT HEAD SIGNATURE

APPROVED: 5/18/93
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Green
COUNCIL CLERK

Oconee County Rock Quarry

686 Rock Crusher Road
Walhalla, SC 29691

(803) 638-4214

Thomas S. Crumpton
Director

Martha Presswood
Adm. Assistant

May 14, 1993

Mr. Norman Crain, Chairman
Oconee County Council
208 Booker Drive
Walhalla, SC 29691

Dear Mr. Chairman and Council:

I would like to transfer \$8,700.00 from Maintenance of Equipment 017-054-00150-00024 to Capital Expenditure Equipment 017-054-00150-00840.

At State Surplus Property there is a D6 Cat Dozer at \$7,500.00 and a storage trailer at \$1,200.00, I believe is a good buy and would like to purchase.

Thank you for your cooperation and the transfer of this money.

Sincerely,

Thomas S. Crumpton Jr.
Thomas S. Crumpton, Jr.

cc

BUDGET ADJUSTMENT AUTHORIZATION

Revised 03-28-86

DATE May 14, 1993 DEPARTMENT Oconee Rock Crusher CHANGE NO. 2

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 92 - 93 BUDGET:

1. TO: Capital Expend. Equip. # 017- 054- 00150 - 000840 \$ 8,700.00
(fill in line item name) (fill in line code)

FROM: Maintenance Equip. # 017- 054- 00150 - 00024 \$ 8,700.00
(fill in line item name) (fill in line code)

Justification: To purchase a D6 Cat Dozer @\$7,500.00 and a storage trailer at \$1,200.00

2. TO: _____ # _____ - _____ - _____ \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # _____ - _____ - _____ \$ _____
(fill in line item name) (fill in line code)

Justification: _____

3. TO: _____ # _____ - _____ - _____ \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # _____ - _____ - _____ \$ _____

Justification: _____

Honors J. G. ...
DEPARTMENT HEAD SIGNATURE

APPROVED: 5/18/93
Date of Council Meeting

DATE: _____
Received by Council Clerk

Opal O. Green
Council Clerk

~~SUBCOMMITTEE CHAIRMAN~~

~~MEMBER BUDGET SUBCOMMITTEE~~

~~MEMBER COUNTY COUNCIL~~

DATE 5/14/93

DEPARTMENT Social Services

CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 92 - 93 BUDGET:

Dollar Amount

1. FROM: Telephone # - - - 00041 \$ 8.33
 (fill in line item name) (fill in line code)

TO: Cap Expend. Equip. # 00840 \$ 8.33
 (fill in line item name) (fill in line code)

Justification: additional funds needed to replace twelve year old public address system that cannot be repaired.

Dollar Amount

2. FROM: _____ # - - - \$ _____
 (fill in line item name) (fill in line code)

TO: _____ # _____ \$ _____
 (fill in line item name) (fill in line code)

Justification: _____

Dollar Amount

3. FROM: _____ # - - - \$ _____
 (fill in line item name) (fill in line code)

TO: _____ # - - - \$ _____
 (fill in line item name) (fill in line code)

Justification: _____

Dollar Amount

4. FROM: _____ # - - - \$ _____
 (fill in line item name) (fill in line code)

TO: _____ # - - - \$ _____
 (fill in line item name) (fill in line code)

Justification: _____


 DEPARTMENT HEAD SIGNATURE

APPROVED: 5/18/93
 DATE OF COUNCIL MEETING

DATE RECEIVED BY COUNCIL CLERK

Opal O. Green
 Council Clerk

~~SUBCOMMITTEE CHAIRMAN~~

~~MEMBER BUDGET SUBCOMMITTEE~~

~~MEMBER COUNTY COUNCIL~~

State of South Carolina
Department of Probation, Parole, and Pardon Services

HON. J.P. HODGES
Chairman
District Six

HON. MARION BEASLEY
Vice Chairman
Past Chairman, 1985 - 1986
District Four

HON. WILLIE E. GIVENS, JR., D.D.
Secretary
District One



2221 DEVINE STREET, SUITE 600
POST OFFICE BOX 50666
COLUMBIA, SOUTH CAROLINA 29250
(803) 734-9220

MICHAEL J. CAVANAUGH
Commissioner

HON. RAYMOND J. ROSSI
Past Chairman, 1991 - 1992
Member-At-Large

HON. J. RHETT JACKSON
Past Chairman, 1987 - 1988
District Two

HON. J.F. ELLIOTT
District Three

HON. LEE R. CATHCART
District Five

Walhalla, S.C.
May 12, 1993

TO: Ned Hunnicutt
Oconee County Financial Director

FROM: Lucy S. Murr, Agent In Charge
Probation, Parole & Pardon Services

The situation at the Probation office has changed which necessitates this request for two phone lines and two telephones. The reasons are as follows. For the past four years, the Public Service Coordinator has been sharing a phone with an Agent. While this has been somewhat inconvenient, we realized the cost involved in an additional phone and wanted to put it off as long as possible. Additionally, I have been informed that we will receive an investigator position the first part of the new fiscal year.

In talking with Marianne Dillard, she tells me that the cost of a new phone and phone line would not exceed \$150.00 each. Due to fewer long distance charges than anticipated, the FY 92-93 budget line item 34-150-41 (telephone) contains a surplus which would cover, through a transfer of funds, the expense of two new phones, new lines, and cost of the remainder of the fiscal year's line use charge.

We have carefully weighed two priorities; that of two additional phones, and that of long distance calls. The addition of two phones and lines clearly is top priority. As was the case this year which resulted in a surplus; this office's continued conservation of the County's resources through diligent use of long distance, will result in a surplus of approximately \$400.00 during FY 93-94 which may be transferred early in the fiscal year to the County's general telephone account.

Please advise or call for further clarification.



PIEDMONT EXPLOSIVES, INC.

Route 13, Box 193 • Statesville, N.C. 28677 • Office 704-873-2551 • 1-800-438-1811

April 23, 1993

Oconee County Purchasing Department
201 West Main Street
County Mail Room
Walhalla, SC 29691

ATTN: Marianne Dillard

Dear Ms Dillard,

This is to inform you of our desire to renew the contract for Oconee County Rock Quarry operation for the period of July 1, 1993 to June 30, 1994.

If I can be of any further assistance please contact me at the above address.

Sincerely,

Patricia K. Percy
Secretary

Oconee County Council

Mary Frances Burrell
District One
Post Office Box 53
Tamassee, SC 29686

Public Service Building
208 Booker Drive
Walthalla, SC 29691
(803) 638-4244

Roy B. Strickland
District Four
203 Isundega Street
Westminster, SC 29693

Harrison E. Orr
District Two
P.O. Box 1068
Walthalla, SC 29691

Norman D. Crain
Supervisor, Chairman
317 Old Seneca Road
Westminster, SC 29693
(803) 638-4242 - Office

Alton K. Williams
District Five
901 Pine Grove Road
Seneca, SC 29679

Michael E. Harper
District Three
Post Office Box 977
Seneca, SC 29679

Timothy M. Cain
County Attorney
Post Office Box 698
Seneca, SC 29679

TO: OCONEE COUNTY COUNCIL AND AFFECTED COUNTY EMPLOYEES
FROM: NORMAN D. CRAIN *NDC*
DATE: MAY 10, 1993
SUBJECT: COMPLIANCE WITH THE SOUTH CAROLINA CODE OF LAWS
8-13-700, AS AMENDED

WHEREAS, Oconee County Council is considering bids from vendors for the purpose of purchasing and installing an air-condition unit at the Oconee County Courthouse; and

WHEREAS, I have a daughter, Tammy Shea Crain, who has worked an average of approximately nine (9) hours a week at five dollars (\$5.00) per hour since September, 1992 for Pittman Heating and Air-conditioning; and

WHEREAS, it appears that I, Norman D. Crain, may possibly have a conflict of interest as per Section 8-13-700 of the South Carolina Code of Laws, as amended; and

WHEREAS, whether I do have a conflict or not, in order to avoid even the appearance of impropriety;

NOW THEREFORE, as I did May 04, 1993, I hereby excuse myself from this and all future meetings concerning this matter and respectfully request that all County Council Members and County Employees refrain from discussing same with me.

RESPECTFULLY SUBMITTED,

Norman D. Crain

NDC/bjs

C: ~~County Council Clerk~~
Jim Smith, Public Buildings
Marianne Dillard, Purchasing Agent
File

PROPOSED CHANGES IN SUPPLEMENTAL APPROPRIATIONS

PAGE	DESCRIPTION	MAY 4TH	CHANGES	MAY 18TH
1	REVENUES "10 FUND" G F FUND BAL CARRY FWD 10-080-00805-09999	1,554,190.	+ 39,514.	1,593,704.
2	EXPENDITURE "10 FUND"			
	DEPARTMENT 7			
	OVERTIME 10-007-00110-00710	6,000.	+ 4,000.	10,000.
	PROFESSIONAL 10-007-00150-00025	24,500.	+ 35,500.	60,000.
	TOTAL GENERAL EXPENSE	1,522,023.	+ 39,500.	1,561,523.
	DEPARTMENT 10			
	LIBRARY DIRECTOR 10-010-00110-01000			
	AUTOMATION COORDINATOR 10-010-00110-01015			
		MAY 4TH THE AMOUNTS WERE INVERTED ON THESE TWO ACCOUNTS. MAY 18TH THEY ARE CORRECTED.		
	CAPITAL EXP EQUIPMENT 10-010-00255-000840	(3,450.)	+ 1,000.	(2,450.)
	CONTRACTS 10-010-00255-00911	9,500.	- 6,815.	2,685.
	BOOKS 10-010-00255-03500	(5,771.)	+ 3,094.	(2,677.)
	MAGAZINE/NEWSPAPER 10-010-00255-03504	(1,500.)	+ 2,356.	856.
	DATA PROCESSING 10-010-00255-00056	0	+ 365.	365.
3	DEPARTMENT 36			
	CAPITAL EXP EQUIPMENT 10-036-00150-00840	5,554.	+ 14.	5,568.
4	TOTAL ALL EXPENSE	1,456,472.	+ 39,514.	1,495,986.

PROPOSED CHANGES IN SUPPLEMENTAL APPROPRIATIONS

PAGE	DESCRIPTION	MAY 4TH	CHANGES	MAY 18TH
1	REVENUES "10 FUND"			
	G F FUND BAL CARRY FWD 10-080-00805-09999	1,554,190.	+ 39,514.	1,593,704.
2	EXPENDITURE "10 FUND"			
	DEPARTMENT 7			
	OVERTIME 10-007-00110-00710	6,000.	+ 4,000.	10,000.
	PROFESSIONAL 10-007-00150-00025	24,500.	+ 35,500.	60,000.
	TOTAL GENERAL EXPENSE	1,522,023.	+ 39,500.	1,561,523.
	DEPARTMENT 10			
	LIBRARY DIRECTOR 10-010-00110-01000			
	AUTOMATION COORDINATOR 10-010-00110-01015			
		MAY 4TH THE AMOUNTS WERE INVERTED ON THESE TWO ACCOUNTS. MAY 18TH THEY ARE CORRECTED.		
	CAPITAL EXP EQUIPMENT 10-010-00255-000840	(3,450.)	+ 1,000.	(2,450.)
	CONTRACTS 10-010-00255-00911	9,500.	- 6,815.	2,685.
	BOOKS 10-010-00255-03500	(5,771.)	+ 3,094.	(2,677.)
	MAGAZINE/NEWSPAPER 10-010-00255-03504	(1,500.)	+ 2,356.	856.
	DATA PROCESSING 10-010-00255-00056	0	+ 365.	365.
3	DEPARTMENT 36			
	CAPITAL EXP EQUIPMENT 10-036-00150-00840	5,554.	+ 14.	5,568.
4	TOTAL ALL EXPENSE	1,456,472.	+ 39,514.	1,495,986.

OCONEE COUNTY COUNCIL

ORDINANCE 93-3

"SUPPLEMENTAL APPROPRIATION ORDINANCE"

BE IT ORDAINED, by Oconee County Council in Council duly assembled, upon third and final reading:

SECTION I:

This Ordinance shall be known as "The 1992-93 Supplemental Appropriations Ordinance for Oconee County".

SECTION II:

The purpose of this Ordinance is to amend and modify the 1992-93 Appropriations Ordinance for Oconee County, and to make appropriations, both supplemental and primary, from current revenue for the remaining portion of fiscal year 1992-93 and to transfer funds from department accounts to other authorized uses as stated herein in order to carry out the purposes and programs authorized by Oconee County Council.

SECTION III:

Unless specifically modified, amended or deleted herein, all appropriations of funds created by the "Appropriations Ordinance for Oconee County" (Ordinance 92-2) are hereby ratified and shall remain in full force and effect as originally published. All other sections of Ordinance 92-2 not modified, directly or by implication shall likewise remain in full force and effect.

REVENUES: (See Ordinance 92-2, pages 13 - 16)

EXPENDITURES: (See Ordinance 92-2, pages 17 - 77)

SUPPLEMENTAL APPROPRIATIONS

DESCRIPTION	LINE ITEM NUMBER	ORDINANCE 92-2 PLUS TRANSFERS	1992-93 SUPPLEMENTAL CHANGE #1	ORDINANCE 93- BUDGET
GENERAL FUNDS				
REVENUES				
INTEREST	10-080-00805-10330	215,000.	- 85,000.	130,000.
NATIONAL FOREST	10-082-00830-40010	150,000.	+ 38,280.	188,280.
STATE AID	10-081-00810-20005	1,960,406.	- 72,000.	1,888,406.
LIBRARY AID	10-081-00810-21000	54,403.	- 1,221.	53,182.
DARE GRANT	10-082-00830-41910	17,765.	+ 17,972.	35,737.
LIBRARY TITLE I	10-082-00830-21001	5,749.	- 5,749.	0
SEWER COMMISSION	10-080-00805-84505	0	+ 10,000.	10,000.
G F FUND BAL CARRY FWD	10-080-00805-09999	683,384.	+1593,704.	2,277,088.

TOTAL REVENUES

1495,986.

EXPENSE

DEPARTMENT 04 SHERIFF'S DEPARTMENT

INVESTIGATOR SERGEANT	10-004-00110-00401	23,668.	- 3,258.	20,410.
CHIEF DEPUTY	10-004-00110-00402	31,938.	- 3,094.	28,844.
LIEUTENANT	10-004-00110-00403	36,676.	- 814.	35,862.
INVESTIGATOR SERGEANT	10-004-00110-00404	25,578.	- 1,245.	24,333.
DEPUTY II	10-004-00110-00406	27,497.	- 265.	27,232.
DEPUTY II	10-004-00110-00407	26,693.	- 3,901.	22,792.
SERGEANT	10-004-00110-00411	32,687.	- 64.	32,623.
DEPUTY I	10-004-00110-00415	19,636.	- 3,233.	16,403.
INVESTIGATOR SERGEANT	10-004-00110-00417	31,392.	- 2,454.	28,938.
DEPUTY II	10-004-00110-00419	24,441.	- 1,625.	22,816.
SERGEANT F/C	10-004-00110-00421	26,331.	- 1,263.	25,068.
DEPUTY I	10-004-00110-00423	22,688.	- 1,817.	20,871.
DEPUTY I	10-004-00110-00426	22,731.	- 1,148.	21,583.
DEPUTY I	10-004-00110-00427	20,076.	- 472.	19,604.
DEPUTY I	10-004-00110-00428	20,282.	- 2,398.	17,884.
DEPUTY I	10-004-00110-00429	22,211.	- 186.	22,025.
LIEUTENANT	10-004-00110-00431	27,616.	- 8,265.	19,351.
DARE OFFICER	10-004-00110-00434	21,309.	- 2,216.	19,094.
SHERIFF	10-004-00110-60400	41,236.	- 1,706.	39,530.
SOCIAL SECURITY	10-004-00130-00013	67,662.	- 3,015.	64,647.
RETIREMENT	10-004-00130-00014	93,502.	- 4,218.	89,284.
WORKMAN'S COMPENSATION	10-004-00130-00015	27,090.	- 1,226.	25,864.
OPERATIONAL	10-004-00150-00032	5,500.	+ 2,315.	7,815.
CAPITAL EXP EQUIPMENT	10-004-00150-00840	94,448.	+ 16,259.	110,707.
OVERTIME	10-004-00120-00710	19,952.	+ 20,000.	39,952.

TOTAL SHERIFF'S DEPARTMENT

(9,309.)

SUPPLEMENTAL APPROPRIATION

DESCRIPTION	LINE ITEM NUMBER	ORDINANCE 92-2 PLUS TRANSFERS	1992-93 SUPPLEMENTAL CHANGE #1	ORDINANCE 93- BUDGET
GENERAL FUNDS				
EXPENSES				
DEPARTMENT 07 GENERAL EXPENSE				
OVERTIME	10-007-00110-00700	5,040.	+ 10,000.	15,040.
WORKMAN'S COMPENSATION	10-007-00130-77715	0	+ 12,000.	12,000.
INSURANCE	10-007-00130-77716	748,329.	- 7,277.	741,052.
PROFESSIONAL	10-007-00150-00025	49,000.	+ 60,000.	109,000.
INSURANCE	10-007-00150-00066	191,885.	- 7,500.	184,385.
BONDS	10-007-00150-00069	7,585.	- 1,700.	5,885.
TELEPHONE SYSTEM	10-007-00150-00741	51,398.	- 4,000.	47,398.
TRANS CP SOLID WASTE PRO	10-007-00170-77170	0	+1500,000.	1500,000.
TOTAL GENERAL EXPENSE			1561,523.	
DEPARTMENT 09 AERONAUTICS COMMISSION				
AIRPORT MATCH	10-009-00150-09861	50,000.	- 50,000.	0
TRANSFER AIRPORT	10-009-00170-09170	0	+ 50,000.	50,000.
TOTAL AERONAUTICS			0	
DEPARTMENT 10 LIBRARY				
LIBRARY DIRECTOR	10-010-00110-01000	32,374.	- 927.	31,447.
AUTOMATION COORDINATOR	10-010-00110-01015	23,904.	- 5,510.	18,394.
SOCIAL SECURITY	10-010-00130-00013	26,532.	- 492.	26,040.
RETIREMENT	10-010-00130-00014	20,985.	- 441.	20,544.
WORKMAN'S COMPENSATION	10-010-00130-00015	2,306.	- 34.	2,272.
LIBRARY TITLE I	10-010-00155-01032	5,749.	- 5,749.	0
CAPITAL EXP EQUIPMENT	10-010-00255-00840	5,000.	- 2,450.	2,550.
CONTRACTS	10-010-00255-00911	0	- 2,685.	2,685.
BOOKS	10-010-00255-03500	38,403.	- 2,677.	35,726.
MAGAZINE/NEWSPAPER	10-010-00255-03504	7,500.	+ 856.	8,356.
DATA PROCESSING	10-010-00255-00056	0	+ 365.	365.
TOTAL LIBRARY			(14,374.)	
DEPARTMENT 12 MOTORPOOL				
AUTO DIESEL MECHANIC	10-012-00110-01206	20,159.	- 2,488.	17,671.
SHERIFF VEHICLE MAINT	10-012-00200-02004	44,990.	+ 1,251.	46,241.
SHERIFF GASOLINE	10-012-00500-05004	85,300.	+ 2,499.	87,799.
TOTAL MOTORPOOL			1,262.	

SUPPLEMENTAL APPROPRIATION

DESCRIPTION	LINE ITEM NUMBER	ORDINANCE 92-2 PLUS TRANSFERS	1992-93 SUPPLEMENTAL CHANGE #1	ORDINANCE 93- BUDGET
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GENERAL FUNDS

EXPENSES

DEPARTMENT 22 SUPERVISOR

EQUIPMENT OPERATOR I	10-022-00112-02204	15,671.	+ 500.	16,171.
EQUIPMENT OPERATOR V	10-022-00112-02208	19,631.	- 14,788.	4,843.
EQUIPMENT OPERATOR I	10-022-00112-02213	18,052.	+ 544.	18,596.
EQUIPMENT OPERATOR II	10-022-00112-02214	20,822.	- 4,572.	16,250.
EQUIPMENT OPERATOR I	10-022-00112-02216	15,224.	- 7,464.	7,760.
EQUIPMENT OPERATOR II	10-022-00112-02224	20,067.	- 7,147.	12,920.
EQUIPMENT OPERATOR I	10-022-00112-02227	15,416.	- 7,844.	7,572.
EQUIPMENT OPERATOR III	10-022-00112-02229	17,343.	- 4,958.	12,385.
SOCIAL SECURITY	10-022-00132-00013	35,342.	- 3,498.	31,844.
RETIREMENT	10-022-00130-00014	38,351.	- 3,132.	35,219.
WORKMAN'S COMPENSATION	10-022-00130-00015	49,871.	- 5,469.	44,402.

TOTAL SUPERVISOR

(57,828.)

DEPARTMENT 25 TAX COLLECTOR

TAX COLLECTOR	10-025-00110-02500	30,484.	- 13,092	17,392.
ACCOUNTS CLERK II	10-025-00110-02501	18,517.	- 587.	17,930.
ACCOUNTS CLERK I	10-025-00110-02502	16,441.	- 2,264.	14,177.
SOCIAL SECURITY	10-025-00130-00013	5,007.	- 1,220.	3,787.
RETIREMENT	10-025-00130-00014	4,483.	- 1,092.	3,391.
WORKMAN'S COMP	10-025-00130-00015	347.	- 84.	263.

TOTAL TAX COLLECTOR

(18,339.)

DEPARTMENT 31 COMMUNICATIONS

ASSISTANT CHIEF DISPATCH	10-031-00110-03102	17,185.	- 457.	17,642.
DISPATCHER	10-031-00110-03108	15,576.	- 1,622.	13,954.
SOCIAL SECURITY	10-031-00130-00013	15,419.	- 89.	15,330.
RETIREMENT	10-031-00130-00014	13,807.	- 80.	13,727.
WORKMAN'S COMP	10-031-00130-00015	1,009.	- 6.	1,003.

TOTAL COMMUNICATIONS

(2,254.)

DEPARTMENT 36 FINANCE OFFICE

CAP EXPENDITURE EQUIP	10-036-00150-00840	0	+ 5,568.	5,568.
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TOTAL FINANCE OFFICE

5,568.

SUPPLEMENTAL APPROPRIATION

DESCRIPTION	LINE ITEM NUMBER	ORDINANCE 92-2 PLUS TRANSFERS	1992-93 SUPPLEMENTAL CHANGE #1	ORDINANCE 93- BUDGET
<u>GENERAL FUNDS</u>				
<u>EXPENSES</u>				
<u>DEPARTMENT 45 COUNTY COUNCIL</u>				
CONTRACTS	10-045-00150-00911	0	+ 9,602.	9,602.
PHYSICIAN	10-045-00110-04507	6,000.	- 5,769.	231.
SOCIAL SECURITY	10-045-00130-00013	4,762.	- 441.	4,321.
RETIREMENT	10-045-00130-00014	4,264.	- 395.	3,869.
WORKMAN'S COMP	10-045-00130-00015	324.	- 32.	292.
TOTAL COUNTY COUNCIL			2,965.	
<u>DEPARTMENT 58 PLANNING & DEVELOPMENT</u>				
PROFESSIONAL	10-058-00150-00025	1,000.	+ 10,000.	11,000.
TOTAL PLANNING & DEVELOPMENT			10,000.	
<u>DEPARTMENT 60 MAGISTRATE</u>				
SECRETARY III	10-060-00110-06007	15,005.	- 459.	14,546.
SOCIAL SECURITY	10-060-00130-00013	12,862.	- 35.	12,827.
RETIREMENT	10-060-00130-00014	11,520.	- 31.	11,489.
WORKMAN'S COMP	10-060-00130-00015	891.	- 2.	889.
TOTAL MAGISTRATE			(527.)	
<u>DEPARTMENT 74 L E C</u>				
CORRECTION OFFICER I	10-074-00110-07407	15,377.	+ 452.	15,829.
ASSIST SHIFT SUPERVISOR	10-074-00110-07409	19,509.	- 326.	19,183.
FOOD SERVICE SUPERVISOR	10-074-00110-07411	14,786.	- 295.	14,491.
CORRECTIONAL OFFICER	10-074-00110-07416	16,211.	- 819.	15,392.
SOCIAL SECURITY	10-074-00130-00013	28,678.	- 76.	28,602.
RETIREMENT	10-074-00130-00014	39,922.	- 106.	39,816.
WORKMAN'S COMP	10-074-00130-00015	11,183.	- 31.	11,152.
MEDICAL	10-074-00150-00062	41,000.	+ 12,500.	53,500.
CLOTHING	10-074-00150-00065	17,500.	+ 6,000.	23,500.
TOTAL LEC			17,299.	
TOTAL ALL EXPENSE			1495,986.	

SUPPLEMENTAL APPROPRIATION

DESCRIPTION	LINE ITEM NUMBER	ORDINANCE 92-2 PLUS TRANSFERS	1992-93 SUPPLEMENTAL CHANGE #1	ORDINANCE 93- BUDGET
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C A P I T A L P R O J E C T S

DEPARTMENT 09 AERONAUTICS COMMISSION

R E V E N U E S

LIGHTING AIP3-45-0016-01	12-081-00810-43010	0	+ 728.	728.
LIGHTING AIP3-45-0016-01	12-082-00830-43010	0	+ 13,098.	13,098.
TRANSFER AIP3-45-0016	12-080-00170-09170	0	+ 50,000.	50,000.
LAND AQ AIP3-45-0016-03	12-081-00810-43020	0	+ 4,760.	4,760.
LAND AQ AIP3-45-0016-03	12-082-00830-43020	0	+284,760.	284,760.

TOTAL REVENUES

353,346.

E X P E N S E

LIGHTING AIP3-45-0016-01	12-009-00255-43010	0	+ 728.	728.
LIGHTING AIP3-45-0016-01	12-009-00155-43010	0	+ 13,098.	13,098.
LAND AQ AIPS-45-0016	12-009-00150-43020	0	+284,760.	284,760.
LAND AG AIP3-45-0016	12-009-00255-43020	0	+ 4,760.	4,760.
AIRPORT AIP3-45-0016	12-009-00150-43000	0	+ 50,000.	50,000.

TOTAL EXPENSES

353,346.

DEPARTMENT 48 SOLID WASTE PROJECT

R E V E N U E S

TRANS CP SOLID WASTE PRO	12-080-00170-77170	0	+1500,000.	1500,000.
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TOTAL REVENUES

1500,000.

E X P E N S E

SOLID WASTE PROJECTS	12-048-00150-48000	0	+1500,000.	1500,000.
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TOTAL EXPENSE

1500,000.

(TO BE EXPENDED FOR ENGINEERING, CONSTRUCTION, EQUIPMENT AND OTHER PROJECT COST LINE ITEMS.)

SUPPLEMENTAL APPROPRIATION

DESCRIPTION	LINE ITEM NUMBER	ORDINANCE 92-2 PLUS TRANSFERS	1992-93 SUPPLEMENTAL CHANGE #1	ORDINANCE 93- BUDGET
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AGENCY FUNDS

DEPARTMENT 32 NATIONAL FORESTRY

SCHOOL / REVENUE

NATIONAL FORESTRY	14-082-00830-40010	150,000.	+ 38,281.	188,281.
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TOTAL REVENUES

38,281.

EXPENSE

NATIONAL FORESTRY	14-032-00155-32711	150,000.	+ 38,281.	188,281.
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TOTAL EXPENSE

38,281.

SUPPLEMENTAL APPROPRIATION

DESCRIPTION	LINE ITEM NUMBER	ORDINANCE 92-2 PLUS TRANSFERS	1992-93 SUPPLEMENTAL CHANGE #1	ORDINANCE 93- BUDGET
SPECIAL REVENUES				
<u>DEPARTMENT 02 COUNTY GRANTS</u>				
REVENUES				
CDBG 3-P-91-001 COG	13-082-00860-95000	0	+ 29,000.	29,000.
TOTAL REVENUES			29,000.	
EXPENSES				
CDBG 3-P-91-001 COG	13-002-86150-95000	0	+ 29,000.	29,000.
TOTAL EXPENSES			29,000.	
<u>DEPARTMENT 04 SHERIFF'S DEPARTMENT</u>				
REVENUES				
DEA	13-081-00810-26003	0	+ 10,000.	10,000.
FEDERAL DEA	13-082-00830-26003	0	+ 40,000.	40,000.
TOTAL REVENUES			50,000.	
EXPENSES				
DEA EXPENDITURES	13-004-00150-04844	0	+ 10,000.	10,000.
FEDERAL DEA EXPENDITURE	13-004-00155-04844	0	+ 40,000.	40,000.
TOTAL EXPENSES			50,000.	
<u>DEPARTMENT 05 RURAL FIRE</u>				
REVENUES				
LEPC/HAZMAT	13-080-00805-10500	0	+ 8,500.	8,500.
TOTAL REVENUES			8,500.	
EXPENSES				
LEPC/HAZMAT	13-005-00150-10500	0	+ 8,500.	8,500.
TOTAL EXPENSES			8,500.	

SUPPLEMENTAL APPROPRIATION

DESCRIPTION	LINE ITEM NUMBER	ORDINANCE 92-2 PLUS TRANSFERS	1992-93 SUPPLEMENTAL CHANGE #1	ORDINANCE 93- BUDGET
<u>SPECIAL REVENUES</u>				
<u>DEPARTMENT 10 LIBRARY</u>				
REVENUES				
LIBRARY PROJECT III F	13-082-00820-21004	0	+ 4,034.	4,034.
LIBRARY PROJECT III J	13-082-00820-21005	0	+ 28,410.	28,410.
LIBRARY PROJECT III E	13-082-00820-21006	0	+ 5,749.	5,749.
LIBRARY PROJECT II	13-082-00821-21007	0	+ 11,910.	11,910.
LIBRARY PROJECT II	13-080-00805-21007	0	+ 8,933.	8,933.
TOTAL REVENUES			59,036.	
EXPENSES				
LIBRARY PROJECT III F	13-010-00820-21004	0	+ 4,034.	4,034.
LIBRARY PROJECT III J	13-010-00820-21005	0	+ 28,410.	28,410.
LIBRARY PROJECT III E	13-010-00820-21006	0	+ 5,749.	5,749.
LIBRARY PROJECT II	13-010-00821-21007	0	+ 20,843.	11,910.
TOTAL EXPENSES			59,036.	
<u>DEPARTMENT 18 PRT</u>				
REVENUES				
PRT PROJECT 92128	13-081-00810-18854	0	+ 10,000.	10,000.
TOTAL REVENUES			10,000.	
EXPENSES				
PRT PROJECT 92128	13-018-00255-18854	0	+ 10,000.	10,000.
TOTAL EXPENSES			10,000.	
<u>DEPARTMENT 22 SUPERVISOR'S OFFICE</u>				
REVENUES				
C ROAD FUNDS	13-081-00810-22000	0	+ 9,307.	9,307.
TOTAL REVENUES			9,307.	
EXPENSES				
C ROAD FUNDS	13-022-00255-22880	0	+ 9,307.	9,307.
TOTAL EXPENSES			9,307.	

SUPPLEMENTAL APPROPRIATION

DESCRIPTION	LINE ITEM NUMBER	ORDINANCE 92-2 PLUS TRANSFERS	1992-93 SUPPLEMENTAL CHANGE #1	ORDINANCE 93- BUDGET
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SPECIAL REVENUES

DEPARTMENT 49 C C S

REVENUES

IMPACT FEE TIRES	13-080-00805-14904	0	+ 1,200.	1,200.
IMPACT FEE TIRES	13-081-00810-14904	0	+ 32,000.	32,000.

TOTAL REVENUES			33,200.	
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EXPENSES

IMPACT FEE TIRES	13-049-00150-14904	0	+ 1,200.	1,200.
IMPACT FEE TIRES	13-049-00255-14904	0	+ 32,000.	32,000.

TOTAL EXPENSES			33,200.	
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DEPARTMENT 58 PLANNING AND DEVELOPMENT

REVENUES

DUKE POWER/PROMOTIONAL	13-080-00805-15868	0	+ 2,000.	2,000.
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TOTAL REVENUES			2,000.	
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EXPENSE

DUKE POWER/PROMOTIONAL	13-058-00150-15868	0	+ 2,000.	2,000.
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TOTAL EXPENSE			2,000.	
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MARTIN D. WATKINS

612 MIMOSA ROAD
WESTMINSTER, S. C. 29693

May 10, 1993

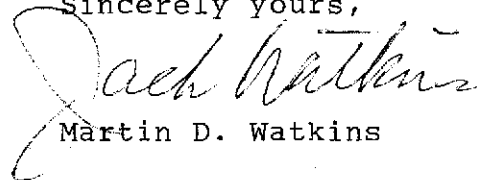
Mr. Norman D. Crain
Supervisor, Oconee County
Walhalla, S. C. 29691

Dear Norman:

Last July I wrote you about the change of the name Lucky Street extension to Marcengill Road. On July 17, 1992 you wrote me that this would be reviewed by a committee in January 1993. Since that time you have verbally assured me that you would set up this review and notify me. Last week we were away for the weekend; imagine my surprise when I find a press release in my mail dated April 28, 1993 notifying the interested parties of this committee meeting to discuss the name changes of a number of roads. I received the notice after the day of the hearing. It seems to me that there should have been some official notice in advance.

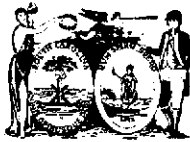
Since I first wrote you about this I have never contacted any other residents on the road. Now, since the meeting, I have been contacted by Mrs. Jaunita Jackson who said that she had presented a petition requesting that the name be returned to Lucky Street. I have not seen the petition. I do feel that there should have been adequate notice. In view of the fact that other people on this road are interested in the name change, I would appreciate you rescheduleing this hearing and providing adequate notice.

Sincerely yours,



Martin D. Watkins

South Carolina Retirement Systems



Purvis W. Collins
Director

P.O. Box 11960 - CAPITOL STATION
COLUMBIA, S.C. 29211

Telephone:
(803) 737-6800
FAX: (803) 737-6810

INVOICE

May 5, 1993

737.02
Oconee County Board of Commissioners
208 Booker Drive
Walhalla, SC 29691

Dear Employer:

The member shown below has remitted the necessary payment to establish non-member service from January 1, 1968 through September 30, 1968 (a period of 9 months). The Retirement Act requires remittance of the following contribution:

<u>Member's SSN</u>	<u>Member's Name</u>	<u>Employer's Contribution</u>
250-44-5987	Betty DuBose	\$626.82

Please forward the above employer contribution within 30 days to:

South Carolina Retirement System
P. O. Box 11960, Capitol Station
Columbia, SC 29211-1960

RETURN THIS LETTER WITH PAYMENT


To: Oconee County Council
From: SHARE JTPA
Subject: JTPA Summer Youth
Date: 5-13-93

SHARE would like to use the following county offices in our JTPA 93-94 program year to place our youth to work.

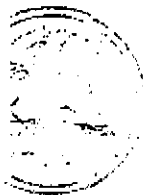
Lunney Museum
Walhalla Magistrate Office
Veterans Affairs Office
Probate Judge Office
Parks Rec and Tourism

We really need these offices to be able to have a successful JTPA program.

Thank You,


Helen Heaton Jenkins
Case Manager
SHARE JTPA

Post-It SM brand fax transmittal memo 7671		# of pages ▶
To <i>Opal Green</i>	From <i>Dianna Gracely</i>	
Co.	Co. <i>SCACOG</i>	
Dep.	Phone #	
Fax # <i>638-4241</i>	Fax #	



State of South Carolina

Office of the Governor

CARROLL A. CAMPBELL, JR.
GOVERNOR

OFFICE OF EXECUTIVE
POLICY AND PROGRAMS

April 29, 1993

Ms. Dianna Gracely
C. D. Administrator
Appalachian Council of Governments
Post Office Drawer 6668
Greenville, South Carolina 29606

Grantee: Oconee County
Contractor: Design Partnership, Inc.
CDBG Number: # 3-L-91-027
Dollar Amount: \$33,600

Dear Dianna:

Please be advised that this office has reviewed the process used in procuring Architectural services related to the above referenced project, and finds that it demonstrates satisfactory evidence of compliance with State and Federal procurement requirements. We have also reviewed the accompanying contract agreement and find it to be in general compliance as well.

Approval of this contract if for other than Engineering, Administration, or Planning is contingent upon the grantee completing the environmental review process. Please contact Dick Scott, Environmental Specialist at 734-0555, if you have any questions.

If any change order(s) exceed 10% or 10,000 whichever is less of the original contract amount, justification and change order amount must be submitted to DED for approval prior to execution.

This office appreciates your cooperation and assistance in this review process. Please do not hesitate to call if we may be of further assistance.

Sincerely,

Karla

Karla Schroeder
Procurement Specialist

Division of Economic Development
1205 Pendleton Street, Room 418, Columbia, S. C. 29201
Phone: (803) 734-0420 / FAX: (803) 734-0385 / TDD: (803) 734-1147



ORIGINAL

AIA Document B141

Standard Form of Agreement Between Owner and Architect

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

AGREEMENT

made as of the Eleventh day of March in the year of
Nineteen Hundred and Ninety-Three

BETWEEN the Owner: Oconee County/Anderson - Oconee Council on Aging
(Name and address) PO Box 103 Oconee County
Anderson, SC 29622 208 Booker Drive
Walhalla, SC 29691

and the Architect: Design Partnership Inc.
(Name and address) 201 East Camperdown Way
Greenville, SC 29601

For the following Project:

(Include detailed description of Project, location, address and scope.)

General renovation of the existing Seneca Preschool building, located at 101 Perry Avenue, Seneca, South Carolina, for use as the Oconee Senior Center. Renovations include installation of new construction or items of work to address code deficiencies, upgrading of interior finishes, reroofing, installation of thermal insulation, repair of existing windows, and upgrading of existing and/or installation of new plumbing, mechanical, and electrical systems. Total construction cost of project shall not exceed \$400,000.

The Owner and Architect agree as set forth below.

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TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program,

schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.19 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3

ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

- .1** inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2** required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3** due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

ARTICLE 5
CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;

- .3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6

**USE OF ARCHITECT'S DRAWINGS,
SPECIFICATIONS AND OTHER DOCUMENTS**

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

Strike + initial, they normally strike in anyway

ARTICLE 7
ARBITRATION

7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

7.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

7.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement,

the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

ARTICLE 10

PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

10.2.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents.

10.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

10.2.1.6 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11

BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT of zero Dollars (\$ 0.00)
shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

Stipulated sum of Thirty-Three Thousand Six Hundred Dollars (\$33,600).

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

ARTICLE 12
OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)


12.1 Reimbursable expenses shall be included as a part of the scope of Architect's Basis Services, defined in Article 2.

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)



(Signature)

Norman Crain, County Supervisor/Chairman
Frank E. Wise, Executive Director

(Printed name and title)

Mark S. Eggl, Partner

(Printed name and title)



CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

Contract Provisions:

Limitation of Liability:

The contractor will not assert in any legal action by claim or defense, or take the position in any administrative or legal procedures that he is an agent or employee of the owner.

Applicable Law:

The contractor agrees he will comply with all applicable federal, state and local laws, ordinances and codes in the performance of this agreement/contract. This agreement/contract shall be governed by, and in accordance with, the laws of the State of South Carolina.

Agreement/Contract:

If any provision in this agreement/contract shall be held to be invalid or unenforceable, the remaining portions shall remain in effect. In the event such invalid or unenforceable provision is considered an essential element of this agreement/contract, the parties shall promptly negotiate a replacement provision, which addresses the intent of such provision.

The failure of either party to insist upon strict performance of any terms, conditions and covenants herein set forth shall not be deemed a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

Federal, state and local laws, ordinances and codes are subject to change from time to time as they are promulgated. The contractor shall be notified in writing of any such changes when they occur and they shall be incorporated in writing to this contract/agreement upon concurrence by both parties unless such changes are considered to have an essential impact upon the intent of this agreement/contract and then they shall be incorporated upon notification to the contractor.

Termination for Convenience:

This agreement may be terminated for convenience in accordance with 24 CFR, 85.44.

Compliance with Air and Water Acts: Applicable to construction contracts and related subcontracts exceeding \$100,000: This contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended from time to time.

(1) A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities, issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the Contractor to comply with all the requirements of section 114 of the Clean Air Act, as amended (42 USC 1857c-8-0 and section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said section 114 and 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that a condition of award of contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract under consideration to be listed on the EPA list of Violating Facilities.

(4) Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this agreement, in every nonexempt subcontract and requiring that the contractor will take such action as the State may direct as a means of enforcing such provisions.

In no event shall any amount of assistance provided under this agreement be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

Maintenance of Records: Records for non-expendable property purchased totally or partially with federal funds must be retained for three years after its final disposition. All other pertinent contract records including financial records, supporting documents and statistical records shall be retained for a minimum of three (3) years after the final expenditure report. However, if any litigation, claim, or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved.

Subcontracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus areas: It is national policy to award a fair share of contracts to small and minority and women's owned businesses. Accordingly, affirmative steps must be taken to assure that small, minority and women owned businesses are utilized when possible as sources of supplies equipment, construction and services. Affirmative steps shall include the following:

(1) Including qualified small and minority businesses on solicitation lists.

(2) assuring that small, minority and women owned businesses are solicited whenever they are potential sources.

Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body or Other Public Officials: No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality or localities in which the program is located who exercises any functions or responsibilities with respect to the program during his tenure or one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program/project assisted under this agreement. The contractor shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

Section 109 of the Housing and Community Development Act of 1974: No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 3, Compliance and Provision of Training, Employment and Business Opportunities: The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC. Section 3 required that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this said contract will comply with the provisions of said section 3 and the regulations pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The contractor will send to each labor organization or representatives of workers with which he has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of notice in obvious places available to employees and applicants for employment and training.

The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to

Equal Employment Opportunity: In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor must take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for the project or program.

The Contractor will, in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which he has collective bargaining agreements or other contracts or understandings, a notice to be provided by the state advising the said labor union or worker's representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the State.

The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the State, or pursuant thereto, and will permit access to his books, records and accounts by HUD and the State for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the State, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the State issued pursuant to section 204 of Executive Order 11246 of September 25, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to

Federal Labor Standards Provisions: The project or program to which the work covered by this Contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal Assistance. These regulations must be complied with or sanctions will be instituted.

- (a) **Minimum Wage Rates For Laborers and Mechanics:** All laborers and mechanics shall be paid, unconditionally and not less than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and other such payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act, hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency or Public Body for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period are deemed to be constructively made or incurred during such weekly period.
- (b) **Under Payments of Wages and Salaries:** In cases of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this contract, the Local Public Agency or Public Body, in addition to such other rights as may be afforded it under this contract, shall withhold from the Contractor out of any payments due the Contractor, so much thereof as the Local Public Agency or Public Body may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency or Public Body, for and on account of the Contractor or the subcontractor, (as may be appropriate), to the respective laborers or mechanics to whom the same is due on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.
- (c) **Anticipated Costs of Fringe Benefits:** If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract.

the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ration permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate who is not a trainee as defined in subdivision (2) of this subparagraph or is not registered or otherwise employes as stated above, shall be paid the wage determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish to the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates) for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

2. Trainees: Except as provided in 29 CFR 5.15 trainees will not be permitted to work at less than the predetermined rate for work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Manpower Administration, and the Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every Trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training program approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
3. Equal Employment Opportunity: The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- f. Employment of Certain Persons Prohibited: No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or cause to be instituted any proceedings or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

- l. Claims and Disputes Pertaining to Wage Rates: Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency or Public Body for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, U.S. Department of Labor, whose decision shall be final with respect thereto.
- m. Questions Concerning Certain Federal Statutes and Regulations: All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act; (b) the Contract Work Hours and Safety Standards Act, (c) the Davis-Bacon Act; (d) the regulations issued by the Secretary of Labor, U.S. Department of Labor pursuant to said Acts; or (e) the labor standards provisions of any other pertinent federal statute, shall be referred through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, U.S. Department of Labor for the Secretary's appropriate ruling or interpretation which shall be authoritative and may be relief upon for the purposes of this Contract.
- n. Payrolls and Basic Payroll Records of Contractor and Subcontractors: The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Local Public Agency or Public Body. The Contractor shall submit weekly to the Local Public Agency or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5 (a)(1)(iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor or

approval, disapproval, recommendation, rendering of advice, investigation, or otherwise while such a public employee or public official where the State or other governmental entity is a party or has a direct and substantial interest.

(3) It shall be a breach of ethical standards for a business, in which a public employee or public official has a financial interest, knowingly to act as a principal or as an agent for anyone other than the state or other governmental entity with which he is associated in connection with any contract, claim or controversy, or any judicial proceeding in which the public employee or public official either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, or which is the subject of the official's or employee's official responsibility, where the state or governmental entity is a party or has a direct and substantial interest.

Section 8-13-510.

(1) The provisions of this section and Sections 8-13-520 and 8-13-530 shall be in addition to all other civil and administrative remedies against public employees or public officials which are provided by law.

(2) In addition to existing remedies for breach of the ethical standards of this chapter or regulations promulgated hereunder, the State Ethics Commission may impose an oral or written warning or reprimand.

(3) The value of anything received by a public employee or public official in breach of ethical standards of this chapter or regulations promulgated hereunder shall be recoverable by the State or other governmental entity in an action by the Attorney General against anyone benefitting from such violations.

(4) Before a public employee's employment or a public official's association with the State or governmental entity is terminated for a violation of the provisions of this chapter, notice and an opportunity for a hearing shall be provided to the public official or public employee.

Section 8-13-520.

(1) The provisions of this section and Sections 8-13-510 and 8-13-530 shall be in addition to all other civil and administrative remedies against nonpublic employees or officials which are provided by law.

(2) In addition to existing remedies for breach of the ethical standards of this chapter or regulations promulgated hereunder, the State Ethics Commission may impose against a nonpublic employee or official any one or more of the following:

(a) written warnings or reprimands;

(b) debarment or suspension from being a contractor or subcontractor under public contracts. Actions under this section may be appealed to the appropriate administrative review panel, as authorized under section 11-35-4410, within ten days of the actual notice of debarment or suspension to the affected party.

(3) The value of anything transferred in breach of the ethical standards of this chapter or regulations promulgated hereunder by a nonpublic employee or official shall be recoverable by the State or other governmental entity involved in any action by the Attorney General against anyone benefitting from such violations.

Section 8-13-530.

(1) The value of anything transferred or received in breach of the ethical standards of this chapter or regulations promulgated hereunder by a public employee, public official, or nonpublic employee or official may be recovered from the public employee, public official, or nonpublic employee or official.

(2) Upon showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the State or governmental entity and shall be recoverable hereunder from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties."

Should any governmental entity, contractor, subcontractor, employee or official know or perceive any breach of ethical standards or conflict of interest under this or any other CDBG grant, they shall immediately notify the Governor's Office, Division of Economic Development, 1205 Pendleton Street, Columbia, South Carolina, 29201. The Division of Economic Development shall contact the State Ethics Commission for a ruling. If the Governor's Office, Division of Economic Development finds any circumstances which give rise to a breach of ethical standards or conflict of interest, under any grant, they shall notify the participating governmental entity and proceed with administrative remedies.

subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the U.S. Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

- o. Specific Coverage of Certain Types of Work by Employees: The transporting of materials and supplies to or from the site of the project or program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the project or program to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.
- p. Ineligible Subcontractors: The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's or Public Body's prior written approval of the subcontractor. The Local Public Agency or Public Body will not approve any subcontractor for work covered by this contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, U.S. Department of Labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.
- q. Provisions to be Included in Certain Subcontracts: The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this contract provision which are consistent with these federal labor standards provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.
- r. Breach of Foregoing Federal Labor Standards Provisions: In addition to the causes for termination of this Contract as herein set forth, the local Public Agency or Public Body reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, U.S. Department of Labor.

- g. Regulations Pursuant to So-Called "Anti-Kickback Act": The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title U.S.C., Section 874; and Title U.S.C., Section 276c) and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance by all subcontractors subject thereto, and shall be responsible for submission of affidavits required by subcontractors thereunder, except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.
- h. Employment of Laborers or Mechanics Not listed in Wage Determination Decision: Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development to the Secretary of Labor, U.S. Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question, accompanied by the recommendation of the Local Public Agency or Public Body, shall be referred through the Secretary of Housing and Urban Development to the Secretary of Labor for final determination.
- i. Fringe Benefits Not Expresses as Hourly Wage Rates: The Local Public Agency or Public Body shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, a hourly cash equivalent thereof established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency or Public Body, shall be referred through the Secretary of Housing and Urban Development to the Secretary of Labor for determination.
- j. Posting Wage Determination Decisions and Authorized Wage Deductions: The applicable wage poster of the secretary of Labor, U.S. Department of Labor and the applicable wage determination decisions of said Secretary of Labor with respect to the various classifications of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.
- k. Complaints, Proceedings, or Testimony by Employees: No laborer or mechanic to whom the wage, salary, or other labor standards provisions

Provided, however, the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency or Public Body with the first payroll filed by the Contractor subsequent to receipt of the findings.

- (d) Overtime Compensation Required by Contract Work Hours and Safety Standards Act (76 Stat. 357-360; Title 40 U.S.C., Section 327-332):
1. Overtime Requirements: No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any work week in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week.
 2. Violation-Liability for Unpaid Wages, Liquidated Damages: In the event on any violation of the clause set forth in Paragraph (a), the Contractor and any subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in Paragraph (a) in the sum of \$10.00 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in Paragraph (a).
 3. Withholding for Liquidated Damages: The Local Public Agency or Public Body shall withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may be administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).
 4. Subcontracts: The Contractor shall insert in any subcontracts the clauses set forth in Paragraphs (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- (e) Employment of Apprentices/Trainees: Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program who is not individually registered in the program but who has been certified by

any subcontract or purchase order as the State may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State the Contractor may request the State to enter into such litigation to protect the interest of the State.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Grantee so participating is a local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract shall be a condition of the federal financial assistance provided to the project, binding upon applicant or recipient for such assistance, its successors or assigns. Failure to fulfill these requirements shall subject the applicant or recipient for such assistance, its successors or assigns to those sanctions specified by grant or loan agreement or contract through which federal assistance is provided and to such sanctions as are specified by 24 CFR, Part 135.

(3) whenever economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, minority and women owned businesses participation.

(4) where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses.

(5) Using the services and assistance of the Small Business Administration, the Governor's Office of Small and Minority Business Assistance, the Department of Commerce and the Community Services Administration as required.

Confidential Information: Any reports, information, data, etc., given to prepared or assembled by the contractor under this agreement which the agency requests to be kept confidential shall not be made available to any individual or organization by the contractors without prior written approval of the agency.

Access: Records with respect to all matters covered by this contract shall be made available for audit and inspection by the agency, the grantor or their representatives.

Prime Contractor Responsibilities: The contractor is required to assume sole responsibility for the complete effort and enforcement of laws and regulations under this contract. The owner will consider the contractor to be the sole point of contact with regard to contractual matters.

Subcontracting: If any part of the work covered by this contract is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith to the owner. All subcontracts must be approved by the owner to insure they are not debarred or suspended by the Federal or State Governments and to insure the owner understands the arrangements.

Legal Services: No attorney-at-law shall be engaged through the used of any funds provided under this contract in suits against the State, Local Public Body or any political subdivision.

Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of the "Hatch" Act.

Reporting of Fraudulent Activity: If at any time during the term of this contract anyone has reason to believe by whatever means that, under this or any other program administered by DED a recipient of funds have improperly or fraudulently applied for or received benefits, monies or services pursuant to this or any other contract, such information shall be reported to the appropriate authorities.

Age Discrimination: In accordance with 45 CFR, parts 90 and 91, the contractor agrees there shall be no bias or age discrimination as to benefits and participation under this contract.

CDBG Special Provisions

Amendments: Any changes to this contract affecting the scope of work of the project must be approved, in writing, by the Owner and Contractor and shall be incorporated in writing to this contract. Any amendments exceeding 10% of the original contract price must have approval by DED prior to execution.

Copyright: Except as otherwise provided in the terms and conditions of this contract, the contractor paid through this contract is free to copyright any books, publications or other copyrightable materials developed in the course of and under this contract. However, the federal awarding agency and state funding agency (SFA) reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, for federal government and SFA purposes:

- (a) the copyright in any work developed under this contract; and
- (b) any rights of copyright to which a subcontractor purchases ownership with grant support.

The federal governments rights and the SFA's rights identified above must be conveyed to the publisher and the language of the publisher's release form must insure the preservation of these rights.

Terms and Conditions: The State reserves the right to add or delete terms and conditions of this contract as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the Community Development Block Grant Program.

Reporting Requirements: The Contractor agrees to complete and submit all reports, in such form and according to such schedule, as may be required by the State.

Sanctions: If the Contractor fails or refuses to comply with the provisions set forth herein, the State or Owner may take any or all of the following sanctions

Cancel, terminate or suspend in whole or in any part the contract, or refrain from extending any further funds to the Contractor until such time as the contractor is in full compliance.

Applicable Law: In addition the the previously cited Federal Laws and Regulations, this contract is also made under and shall be construed in accordance with the laws of the State of South Carolina. By execution of this contract the contractor agrees to submit to the jurisdiction of the State of South Carolina for all matters arising or to arise hereunder, including but not limited to performance of said contract and payment of all licenses and taxes of whatever kind or nature applicable hereto.

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate.)

Schematic Design Phase:	fifteen percent (15%)
Design Development Phase:	twenty percent (20%)
Construction Documents Phase:	forty percent (40%)
Bidding or Negotiation Phase:	five percent (5%)
Construction Phase:	twenty percent (20%)
Total Basic Compensation:	one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

Not applicable.

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

Additional services, if provided, will be negotiated on a lump sum basis, or billed hourly at the following rates, as agreed to by both parties.

Partner	Sixty-Five Dollars (\$65.00) per hour
Registered Architect	Fifty-Four Dollars (\$54.00) per hour
Intern Architect	Forty-Five Dollars (\$45.00) per hour
Designer/CADD Draftsperson	Thirty-Nine Dollars (\$39.00) per hour
CADD Support	Thirty-One Dollars (\$31.00) per hour
Administrative Support	Thirty-One Dollars (\$31.00) per hour
Secretarial Support	Twenty Dollars (\$20.00) per hour

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of not applicable () times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of not applicable () times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within twelve (12) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

1.5 percent per month.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:

- .1 Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the predesign, site analysis, or Schematic Design Phases; or

- .2 Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or
- .3 Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of

3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.5 Providing services relative to future facilities, systems and equipment.

3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

3.4.10 Providing detailed estimates of Construction Cost.

3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.12 Providing analyses of owning and operating costs.

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services for planning tenant or rental spaces.

3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating sub-soil conditions, with reports and appropriate professional recommendations.

4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or

quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

EDITOR'S NOTE

From time to time, the AIA makes minor corrections and clarifications in its documents as they are reprinted. Changes in the 7/88 reprinting of the 1987 edition of B141 were made in Subparagraphs 2.6.1 and 11.3.2. Changes in this 6/92 reprinting were made in Subparagraph 2.6.10 and Paragraph 4.5. See Section C of the Instruction Sheet for a detailed description of these changes.