

4/16/2002

FOR IMMEDIATE RELEASE

Contact:
Phyllis E. Lombard, Finance Director
Oconee County Finance Department
415 South Pine Street
Walhalla, South Carolina 29691
(864) 638-4235 - Telephone
(864) 718-1022 - Facsimile
PLombard@oconeesc.com - E-Mail

Oconee County's Financial Status

Walhalla, SC -- April 16, 2002

Some concern has been expressed that Oconee County has recently undergone situations that have resulted in a negative financial situation. In response to these concerns, I would like to submit the following data as reassurance.

- Oconee's 2001 current year taxes are at an overwhelming 98% collection rate;
- our current revenues are in excess of \$4,000,000 over expenditures;
- our current bank balance is \$17,574,064;
- the March general fund investments total \$8,000,000; and
- the unreserved fund balance is \$6,434,179 which has not been reduced during the previous two years.

Due to conservative budgeting, investing and expert leadership, the financial status of Oconee County is quite good considering the current \$500,000,000 State budget deficit.

In addition, the very successful result of our last General Obligation Credit rating further supports this claim. Under the current administration, we have received a rating increase to A+ by both S&P and Fitch and a rating increase to A1 by Moody's. We have also experienced tremendous growth related to housing, population, employment force, job growth and new industry. For example, we look forward to the upcoming introduction of our new Industrial Park near Highway 11 and 173 in Westminster of which Compact Automation Products will be our first occupant. Oconee County is steadily moving in many positive directions - growth, technology, industry and fiscal security among others.

We feel certain that this information will satisfy any misgivings on the part of Oconee County's citizens. My staff and I are available to provide any additional information or assistance.

For Additional Information:
Phyllis E. Lombard, Oconee County Finance Director
Address: 415 South Pine Street / Walhalla, South Carolina 29691
Telephone: (864) 638-4235 / Facsimile: (864) 718-1022
E-Mail: PLombard@oconeesc.com



PENDLETON DISTRICT WORKFORCE INVESTMENT BOARD

Highway 76 • Post Office Box 587
Pendleton, South Carolina 29670

Serving Anderson, Oconee and Pickens Counties since 1983

April 9, 2002

The Honorable Ann Hughes
Oconee County Council
415 South Pine Street
Wallhalla, South Carolina 29691

Dear Ms. Hughes:

In February of 2000, the Pendleton District Workforce Investment Board submitted its 5-Year Strategic Plan to the Governor. This plan was approved. The first annual modification is now due to the state.

Modifications include significant changes in local economic conditions, changes in the financing available, changes in the local Board structure and/or membership, changes in the system, revised strategies to meet performance goals, and any other definitions or policy changes. You will find enclosed a copy of the board's modification to the plan.

As Supervisor of Oconee County, I will need your signature on this modification. If there are any questions regarding this matter, please contact me at the number below, Ext. 2464.

Sincerely,

Julia A. Sermons
Director

STATE OF SOUTH CAROLINA

Instructions for Modifications of the

FIVE-YEAR LOCAL STRATEGIC PLAN

for

Title I of the
Workforce Investment Act
of 1998

for the period

July 1, 2001 - June 30, 2005

LOCAL PLAN MODIFICATION INSTRUCTIONS OUTLINE

I. Identifying Information

II. Local Area Goals

III. Assessment

A. Market Analysis

B. Systems Analysis

IV. Description of Changes in Services

A. Adults and Dislocated Workers

B. Youth

V. Fund Transfers

VI. Priority of Service and Definition of Self Sufficiency

VII. Performance

VIII. Other Items

IX. Signatures

I. Identifying Information

Name of Workforce Investment Area Pendleton District

Name(s) and Title(s) of Chief Elected Official(s)

Larry Greer, Chairman, Anderson County Council
Ann Hughes, Chairman/Supervisor, Oconee County Council
Robert Nash, Chairman, Pickens County Council

Address(es) of Chief Elected Official(s)

Anderson County Council PO Box 8002 Anderson, SC 29622-8002	Oconee County Council 415 South Pine Street Walhalla, SC 29693	Pickens County Council 222 McDaniel Avenue Pickens, SC 29671
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Telephone Number(s): A (864) 260-4062, O (864) 638-4242, P (864) 898-5856

Facsimile Number(s): A (864) 260-4356, O (864) 638-4241, P (864) 898-5580

E-mail Address(s):

Name of Local Workforce Investment Board or Alternative Entity

Pendleton District Workforce Investment Board

Name and Title of WTB or Alternative Entity Chairperson

James "Doug" Douglas, Chairman

Address of WTB or Alternative Entity Chairperson

800 N. Fant Street
Anderson, SC 29621

Telephone Number: (864) 260-7000

Facsimile Number: (864) 260-7641

E-mail Address: ddouglas@armec.com

<p>Name and Title of Workforce Investment Area Contact Person</p> <p>Julia A. Sermons, Director</p>
<p>Address of Workforce Investment Area Contact Person</p> <p>Post Office Box 587 Pendleton, SC 29670</p>
<p>Telephone Number: (864) 646-8361, Ext. 2464</p> <p>Facsimile Number: (864) 646-2814</p> <p>E-mail Address: jsermons@tricity.tcc.sc.us</p>

Date of Submission April 15, 2002

Geographic Area Covered by Local Plan Anderson, Oconee, and Pickens Counties

II. Local Area Goals

Describe any changes that have taken place in the Local Area's strategic economic and workforce goals since submission of your initial local plan.

At its annual strategic planning meeting in January 2002, the Pendleton District Workforce Investment Board reaffirmed their original Vision and Mission Statement.

Vision Statement

The Tri-County area will have coordinated community infrastructures and education systems that will meet the demands of a diverse workforce and support economic development. Our future workforce, including today's youth, will be prepared to enter the workforce as the result of successful participation in the overall continuum of education and support.

Mission Statement

By maintaining a strategic focus, maximizing available resources, and embracing a position of advocacy, the Pendleton District Workforce Investment Board will fulfill a vital role in ensuring the infrastructure and educational systems are in place to meet the community's workforce development needs of the future.

Over the past six months Corporation for a Skilled Workforce has conducted a State of the Workforce Study for the Pendleton District. The purpose of this study was to assist the planning committee in developing attainable goals. A secondary goal of the study was for the board to have a useful product to give to the community. The board used the results of the study as the foundation for its strategic planning meeting. From the twelve implications drawn from the study the board chose to focus on four main issues. They are:

- 1) Increase awareness of the importance of a High School education and its resulting Diploma, and, other training services, e.g. Current students and dislocated workers.
- 2) Increase awareness of the job opportunities of the five (5) major industry sectors to the education system and community.
- 3) Identify and promote key business clusters for the development of career leaders.
- 4) Define basic skills needed for successful employment with emphasis on knowledge and personal effectiveness.

Most likely, the board will focus on one or two goals at a time.

III. Assessment

A. Market Analysis

Describe changes in the key trends that have shaped the economic environment of the Local Area since the submission of your initial plan. Which industries have grown? Which have contracted? Provide any other relevant information.

Pendleton District Top 10 Sectors by Employment (August 2001)

1. Textile Mill Products	11,081
2. Eating & Drinking Places	10,340
3. Health Services	5,070
4. Food Stores	4,802
5. Industrial Machinery and Equipment	4,798
6. Business Services	4,442
7. Special Trade Contractors	4,426
8. Transportation Equipment	3,720
9 & 10. Auto Dealers/Service Stations	3,186

Source: South Carolina Labor Market Information Department

Despite the sense that Textile Mill Manufacturing is contracting, it remains the top sector in the area. The fact the Health Services ranks third is an indication that the Pendleton District should continue targeting this high-wage sector. Automotive has a firm grasp on the area, including Transportation Equipment Manufacturing (8th), Auto Dealers (9th), and Service Stations (10th).

B. Systems Analysis

1. Describe any changes in board structure or composition. Include a current list of board members by category. Use attached Form A.

The Board has formed a Membership and Governance Committee that is responsible for new member recruitment, orientation, and development of the by laws.

Of course, with manufacturing being our largest employer, a majority of the Private Sector members are in Manufacturing. The committee has made a conscious effort to recruit a diversity of private sector individuals both within Manufacturing and out. Of the 13 current private sector members eight are in manufacturing including textiles, automotive components, rubber products, metal parts, electrical motors, and air cylinders. Other areas represented by the private sector include utilities, health care, financial services/banking,

professional services, and education services. Efforts are underway to recruit a member of the plastics manufacturing association and retail trade.

Of the twelve largest employers in the three counties, six are represented on this board.

2. Describe activities the Youth Council membership is currently involved in. Provide a list of the current Youth Council. Use attached Form B.

The Youth Council membership is currently involved in activities with the following:

The Education Relations Committee of the Anderson area Chamber of Commerce that is exploring the work based curriculum and work readiness activities of each of the school districts and making recommendations for adding and enhancing curriculum.

The Quality of Life Committee of the Anderson Area Chamber of Commerce program with the Safe Kids Program. This committee is active in area school and community groups.

Members in the Oconee County Service Association that provides linkages and services to all youth in the county. This group works with agencies in the region representing various funding streams (DSS, School District, DHEC, Salvation Army, United Way, etc.)

Members in the Pickens Area Service Association that provides linkages and services to all youth in the county. This group works with agencies in the region representing various funding streams (DSS, School District, House Calls, Salvation Army, Adult Education, etc.)

Active member in the Partnership for Academic and Career Education (PACE) School-to-Work Planning Team Member that coordinates the Groundhog Job Shadowing Day Initiative.

3. Describe changes in the status of One-Stop implementation in the Local Area since the publication of the One-Stop Directory.

There have been no changes in the status of the One-Stops since the publication of the One-Stop Directory.

IV. Description of changes in service

- A. Describe any changes in services to Adults and/or dislocated workers in your area.**

There have been no changes in policies or delivery of services to adults and/or dislocated workers since the original plan was developed.

- B. Describe any changes in services provided to youth in your area and respond to items 1 and 2 below.**

There have been no changes in policies or delivery of services to youth since the original plan was developed.

- 1. Provide the local area's updated definition for the sixth criterion. Also provide the required verification and documentation for this criteria.**

Sixth Barrier Definition:

A physical or mental disability that results in a substantial barrier to employment and education.

Documentation used:

Letter from School, Vocational Rehabilitation, Physician, etc. stating the barrier and its limitations.

- 2. Provide the local area's updated definition for youth who face serious barriers to employment. Also, provide the required verification and documentation for this criteria.**

V. Fund Transfer

Identify whether or not the local area will be transferring funds (not to exceed 20%) between the Adult and Dislocated Worker funding streams. If funds are to be transferred, indicate the rationale and impact of the funds transfer.

We are not requesting the transfer of funds between the adult and dislocated worker funding streams at this time.

VI. Priority of Service and Definition of Self Sufficiency

A. Provide local area's updated priority of service policy.

- Low income individuals described as 100% of the lower living standard income based on family size.
- Individuals in employment that does not allow for self-sufficiency such as:
 1. Under-employed individuals who are employed with a single employer for less than 35 hours per week and that employment does not offer reasonable opportunity for advancement nor employer-assisted benefits and results in seasonal unemployment in excess of one month; or
 2. Under employed individuals who accrue hourly wages or earnings that equal to less than 185% of the poverty level based on appropriate family size and the individual does not work more than 45 hours per week.
- Disabled individuals
- Veterans
- Food stamp and TANF recipient
- High school dropouts
- Displaced homemakers
- Offenders
- Homeless individuals
- Individuals who are basic skills deficient
- Migrant and seasonal farm workers
- Women
- Minorities

B. Provide the local area's updated definition of self-sufficiency.

WIA regulations require boards to use USDOL annually updated adjusted 100% Lower Living Standard Income Level (LLSIL) guidelines to set the minimum level for establishing self-sufficiency criteria when an employed adult and dislocated worker needs intensive services to obtain or retain employment. Self-sufficiency for a dislocated worker maybe defined in relation to a percentage of the layoff wage.

Adult Self-sufficiency – 185% of lower living standard income level based on family size.

Dislocated Worker Self-Sufficiency – 85% of previous compensation level or adult self-sufficiency definition, whichever is higher.

VII. Performance

- A. Excluding performance standard negotiations, what management strategies are planned or have been implemented in your local area to enhance the local system?**

A Standards and Performance Committee has been formed to review chartering criteria, charter one-stops, and oversee performance. This committee regularly meets to review the progress of the One-Stops against the chartering criteria approved in April of 2001. The committee notes progress and makes suggestions to correct deficiencies. This committee also receives a copy of the One-Stop Usage report each month. The board receives quarterly updates on the contractors' actual enrollment and expenditures levels as compared to their goals.

- B. Complete the attached Form C (Expenditure Plan)**

Attached

- C. Complete the attached Form D (Services Plan)**

Attached

VIII. Other Items

Provide any updated definitions, policy changes or pertinent information not asked for in this instruction.

No definitions, policy changes, or pertinent information has been changed or added since the original plan was submitted.

IX. Signatures

The Local Plan revision must bear the signatures of the Chairperson of the Local Board and the appropriate Chief Elected Official(s). Use attachment A.

ATTACHMENT A

SIGNATURE SHEET

For

ANNUAL PLAN MODIFICATION to FIVE YEAR STRATEGIC PLAN

Board Chairperson

Date

Chief Local Elected Official, Anderson County

Date

Chief Local Elected Official, Oconee County

Date

Chief Local Elected Official, Pickens County

Date

ATTACHMENT B

Workforce Investment Board Member/Composition

Area Name Pendleton District

Business Representatives		Labor Organizations	
Hugh Carroll		Brenda Scotland	
James D. Cater		Hugh Foster	
		Education Entities	
David Danner		Don Garrison	
Doug Douglas		Frank Lanford	
Ben Garvin		Thomas Chapman	
		Community-Based Organizations	
Leon Harris		Al Norris	
Gary Justice		Nancy Bagwell	
		Economic Development Agencies	
Russell Karpick		Burriss Nelson	
Claude Leitzsey		William Ward	
		One-Stop Partners	
	WIA		
Lawrence Nichols	Title I-B	Craig Brandon	
Ed Parris	Wagner Peysner	Roger Hutton	
Marge Putnam	Adult Ed. & WIA Title II	Charan Lee	
Greg Walls	Vocational Rehab.	Robert Oppermann	
Vacant Anderson County	Welfare To Work	Craig Brandon	
Vacant Anderson County	Older Americans	Craig Brandon	
Vacant Oconee County	Perkins Voc. Ed.	Don Garrison	
Vacant Pickens County	TAA & NAFTA	Roger Hutton	
	Vet's ES & Disability	Roger Hutton	
	C Services BG E&T	Al Norris	
Other Department of Social Services	HUD E&T	David Young	
Rick Hane	IJI	Roger Hutton	

ATTACHMENT C

Youth Council Membership List

Area Name Pendleton District

WIB Members			Subcategory
Hugh Carroll	Two Mandatory	Business	
Thomas Chapman		Education	
Frank Lanford		Education	
Burniss Nelson		Economic Development	
Youth Service Agencies			Subcategory
Lola Capps	Two Mandatory	CBO	
Elsie Heyward		Youth Services Agency	
Darrell Hill		Local Police	
Dan Jernigan		CBO	
Erin Lee		Principal	
Lyn Merchant		Local District Attny Representative	
Public Housing Authorities			Subcategory
Walter Johnson	Two Mandatory	Regional Public Housing	
David Young		Public Housing Director	
Parents			Subcategory
Folcia Chappell	Two Mandatory	Parent	
Oliver Mercer		Parent	
Youth Activities Experienced			Subcategory
Jim Burton	Two Mandatory	Former Participant	
Wally Weathers		Local Recreation and Parks	
Job Corps Representatives			Subcategory
N/A	Two Mandatory*	No center located in the area	
N/A		No center located in the area	
Others			Subcategory
Mary Grant		Dept. of Social Services	
Becky Rodriguez		Job Corp Recruiter	

- Two Job Corps representatives are mandatory only if a Center is located in the area.

ATTACHMENT D

PY 01 WIA QUARTERLY EXPENDITURE PLAN

Local Area: Pendleton District

Contact: Julia A. Simmons

Phone: (884) 846-8381, Ext. 2464

Funding (circle one): Adult Dislocated Worker Youth

QUARTER 1		QUARTER 1			
Total Funds Available		Total Funds Expended YTD	% of Total	Total Funds Obligated	% of Funds Obligated
New	\$ 367,582				
Carry-Over	\$ 361,364				
Total	\$ 728,946	\$ 145,769	20%	\$ 182,237	25%

QUARTER 2		QUARTER 2			
Total Funds Available		Total Funds Expended YTD	% of Total	Total Funds Obligated	% of Funds Obligated
New	\$ 367,582				
Carry-Over	\$ 361,364				
Total	\$ 728,946	\$ 291,578	40%	\$ 328,026	45%

QUARTER 3		QUARTER 3			
Total Funds Available		Total Funds Expended YTD	% of Total	Total Funds Obligated	% of Funds Obligated
New	\$ 367,582				
Carry-Over	\$ 361,364				
Total	\$ 728,946	\$ 437,369	60%	\$ 548,710	75%

QUARTER 4		QUARTER 4			
Total Funds Available		Total Funds Expended YTD	% of Total	Total Funds Obligated	% of Funds Obligated
New	\$ 367,582				
Carry-Over	\$ 361,364				
Total	\$ 728,946	\$ 583,157	80%	\$ 626,051	90%

A Quarterly Expenditure Plan should be completed for each funding stream.
 The Quarterly Expenditure Plan addresses program funds only... administrator funds are not to be included in any of the calculations.
 Use cumulative amounts for each quarter.

ATTACHMENT F

SC WIA Local Area
Youth Quarterly Registrant Service Plan Program Year 2001

Local Area Pendleton District Contact Julia Sermons Phone (864) 646-8361, Ext. 2464

Quarter 1 July 1 – September 30, 2001

Plan Number of New WIA Registrants this Quarter	14	Plan Number to Exit WIA this Quarter (Not Cum.)	0	Plan Number of New Older Youth this Quarter	9	Plan Number of New Younger Youth this Quarter	5
Total Previous Qtr. Cumulative Total	75	Total Quarter	0	Total Previous Qtr. Cumulative Total	7	Total Previous Qtr. Cumulative Total	68
	89				16		73

Quarter 2 October 1 – December 31, 2001

Plan Number of New WIA Registrants this Quarter	18	Plan Number to Exit WIA this Quarter (Not Cum.)	4	Plan Number of New Older Youth this Quarter	8	Plan Number of New Younger Youth this Quarter	10
Total Previous Qtr. Cumulative Total	89	Total Quarter	4	Total Previous Qtr. Cumulative Total	16	Total Previous Qtr. Cumulative Total	78
	107				24		88

Quarter 3 January 1 – March 31, 2002

Plan Number of New WIA Registrants this Quarter	10	Plan Number to Exit WIA this Quarter (Not Cum.)	2	Plan Number of New Older Youth this Quarter	9	Plan Number of New Younger Youth this Quarter	1
Total Previous Qtr. Cumulative Total	107	Total Quarter	2	Total Previous Qtr. Cumulative Total	24	Total Previous Qtr. Cumulative Total	83
	117				33		84

Quarter 4 April 1 – June 30, 2002

Plan Number of New WIA Registrants this Quarter	5	Plan Number to Exit WIA this Quarter (Not Cum.)	0	Plan Number of New Older Youth this Quarter	5	Plan Number of New Younger Youth this Quarter	0
Total Previous Qtr. Cumulative Total	117	Total Quarter	0	Total Previous Qtr. Cumulative Total	33	Total Previous Qtr. Cumulative Total	84
	122				38		84



**MANUFACTURERS EXEMPTION
EXTENDED TO UNRELATED PURCHASER**

(1002450)
7/73

1. Section 12-37-220(A)(7) provides for an exemption from nonschool and non-municipal ad valorem taxation for "all new manufacturing establishments located in any of the counties of this State after July 1, 1977, for five years from the time of establishment and all additions to the existing manufacturing establishments located in any of the counties of this State for five years from the time each such addition is made if the cost of such addition is fifty thousand dollars or more."

2. Section 12-37-220(B)(32) provides for an exemption from nonschool county ad valorem property taxes for a period of five years from the time of establishment, construction or being placed in service for all new corporate headquarters, corporate office facilities, distribution facilities, and all additions to such if the cost of the new construction or additions is fifty thousand dollars or more and seventy-five or more new jobs which are full-time or one hundred fifty or more substantially equivalent jobs are created in South Carolina.

3. Section 12-37-220(C) of the S.C. Code provides:

Upon approval of the governing body of the county, the five year partial exemption allowed pursuant to subsections (A)(7) and (B)(32) is extended to an unrelated purchaser who acquires the facilities in an arms-length transaction and who preserves the existing facilities and existing number of jobs. The partial exemption applies for the purchaser for five years if the purchaser otherwise meets the exemption requirements.

NOTE: In future years, the county must notify the Department if existing facilities and jobs are not preserved.

4. The undersigned company/corporation requests that, pursuant to Section 12-37-220(C), the partial exemption allowed pursuant to subsections (A)(7) or (B)(32) be extended to it. The undersigned company official hereby affirms on behalf of the company that:

- (A) it is an unrelated purchaser who acquired the facilities in an arms-length transaction;
- (B) it is preserving the existing facility; and
- (C) it is preserving the existing number of jobs totaling 846

(insert # of jobs)

Signature of Company Official (Purchaser) Nickie Thomas
 Print Name and Company Title Nickie Thomas
Controller Westminster Plant Telephone Number (304) 477-5416
 Company Name Beacon Acquisition Corporation Fed EI Number 56-2253093
 Company Address 110 Parkview St Westminster SC 29693
 County Orange Tax Map Nos. 37-1835187 530-18-06-017 530-21-06-003
 Date of Acquisition 9/7/01 Acquired from Beacon Manufacturing Company
 SID Number of Purchaser 2118053-000 SID Number of Seller 1838187-000

<p>5. The county governing body has approved this request for extending the exemption to:</p> <p>Real Property _____ (County Official Initials) Personal Property _____ (County Official Initials)</p>	<p>The county governing body has denied this request for extending the exemption to:</p> <p>Real Property _____ (County Official Initials) Personal Property _____ (County Official Initials)</p>
<p>Signature County Official _____ Title of County Official _____ Address of County Official _____ Telephone Number of County Official _____</p>	

County: See note above.

THOMAS R. HULSE, SUPERINTENDENT
HIGH FALLS COUNTY PARK
671 HIGH FALLS ROAD
SENECA, SC 29672
(864) 882-8234
(864) 858-6058 [FAXER]

RECEIVED
APR 08 2002
OCONEE COUNTY
PURCHASING DEPT

April 8, 2002

Marianne A. Dillard
Procurement Director
Oconee County
415 S. Pine Street, Rm. 10
Walhalla, SC 29691

Dear Ms. Dillard,

This letter is to update you regarding my progress on obtaining bids for removal of trees at High Falls County Park. I am attaching a worksheet showing dates each company was contacted and their responses (if any).

I am including with this letter a written bid from Frank Collins Lumber Company outlining his steps/plans for the tree removal and possible income [approximately \$600].

I appreciate your time in reviewing this information and I look forward to hearing from you about the next step that will be taken in regards to our proposed tree removal.

Sincerely,



Thomas R. Hulse

Attachments [2]

CC: Oconee County PRT Deputy Director
Oconee County Supervisor

TO: OCONEE COUNTY
HIGH FALL PARK

FROM: FRANKLIN COLLINS
P.O. BOX 546
SALEM, S.C. 29676
864-944-2012

SUBJECT: TREE REMOVAL AT HIGH FALLS COUNTY PARK
BALL FIELD AREA

I WILL CUT & REMOVE TRACT TREES FROM DISTRICT
TO BLACK TOP ROAD.

I WILL CUT STUMPS FLUSH TO GROUND.

I WILL BURN BRUSH ON SITE.

I WILL DO CLEAN UP OF TREES CUT BY
PARK PERSONNEL EARLIER.

MY OFFER OF \$30.00 PER 1000' LOGS
1000' LOGS = BY WEIGHT OF 13,500 LBS
WEIGHT TICKET COPIES TURNED IN MONTHLY
AFTER DELIVERY TO SAWMILL.

MY GUEST 20,000+ FT LOGS.

AT END OF REMOVAL, CHECK FROM
WINCHESTER LUMBER CO WILL COVER
ALL LOSS FROM PARK.

I WILL REMOVE ALL LAPS & TREES TOO SMALL
FOR LOGS.

FRANKLIN COLLINS
4-11-12

High Falls County Park

Summary of Contacts for Bid for Tree Removal - 2002

Company	Date[s] of Calls	Date of Response	Response
Davis Bros. Lumber	2/27/02, 3/5/02	None	None
Dean Thrift & Sons	2/27/02, 3/5/02	None	None
Farm & Home Center	2/27/02	None	Phone Out of Order
Frank Collins Lumber	3/3/02, 3/20/02, 4/1/02	4/3/02	Spoke on Phone and Visited Park. Received Written Bid.
Greg Sims Logging	2/27/02	None	Phone Out of Order
Mike Sheriff Logging	2/27/02, 3/13/02	None	Left Messages - No Call Back
Thrift Bros. Lumber	2/27/02, 3/11/02, 3/20/02	3/20/02	Spoke w/ Terry Thrift and Visited Park. Job not large enough for their company.
Tugaico Wood CO. Inc.	2/28/02, 3/13/02, 3/20/02	None	Left Messages - No Call Back
Winchester Bros. Lumber	2/28/02, 3/11/02, 3/20/02, 3/28/02	None	Left Messages w/ Promise of Call Back from Co. - No Call Back

Project Budget/Contract amount for bid item is 1,513,000.00

I hereby certify that to the best of my knowledge
the inclusion of bids is correct.

Debra Ann Bell
Procurement Director

Bidders	CPA-Enuff, Joint Venture	Palmetto Scale Inc	Pelham Const LLC	Trehel
Submitted Proposal	yes	yes	yes	yes
Schematic	4,100.00	750.00	500.00	2,500.00
Design Development	8,550.00	1,750.00	1,000.00	incl above
Const Documents	12%	10%	8%	12%
Const Markup	10%	5%	6%	incl above
Ranking	na:		Tie 1-2	Tie 1-2
Bidders	Trico Engineering Consultants Inc			
Submitted Proposal	yes			
Schematic	1,000.00			
Design Development	3,000.00			
Const Documents	1% Structural 0% Civil 6% Architect*			
Const Markup	20%			
Ranking	na:			
	*Civil and Architect. if needed			

Oconee County Council

413 South Pine Street
Walhalla, SC 29691
Phone: 864 718 1023
Facsimile: 864 718 1024

Ann H. Hughes, Supervisor-Chair
Phone 864 638 4241

Mr. Nelson R. Moore
District I
647 Academy Road
Long Creek, SC 29638

Kenneth E. Johns, Jr.
District II
126 White Oak Street
Walhalla, SC 29691

Harry B. Hamilton
District III
702 Quincy Road
Seneca, SC 29678

Marian E. Lyles
District IV
159 Lyles Farm Lane
Westminster, SC 29693

H. Frank Adles, Jr.
District V
568 South Daley Road
Westminster, SC 29693

Bradley A. Norton
County Attorney
P. O. Box 290
Walhalla, SC 29691

MEMORANDUM

TO: COUNCIL MEMBERS

FROM: ANN H. HUGHES, SUPERVISOR-CHAIR *AK*

SUBJECT: PUBLIC SAFETY FACILITY BUILDING

DATE: 4/12/02

At this time Brad has not completed his review of the contract with Freeman/White for the construction of a new public safety facility building. It is a very complex and lengthy contract and we have not placed it in your packet, however it is our intent to have a copy ready for your review and vote at the Council Meeting Tuesday, April 16, 2002.

Thank you for your cooperation in this matter.

*Standard Form of Agreement Between Owner and Architect
with Standard Form of Architect's Services*

TABLE OF ARTICLES:

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS
- 1.5 COMPENSATION

AGREEMENT made as of the 15th day of April, in the year Two Thousand Two
(In words, include day, month and year)

BETWEEN the Architect's client, identified as the Owner:
(Name, address and other information)
Oconee County, South Carolina
415 South Pine Street
Walhalla, SC 29692-2142
Contact: Ms. Marjanne D. Lewis, Director
Procurement Department
Ph: 864-639-4141

and the Architect:
(Name, address and other information)
FreemanWhite, Inc.
8001 Arrowridge Boulevard
Charlotte, NC 28273-3689
Contact: Mr. Charles Reid, Principal

For the following Project:
(Include detailed description of project)
Design Services for the Expansion and Remodelling of the Oconee County Law
Enforcement Center (Phase 1 of the Oconee County Public Safety Facilities Master Plan)

The Owner and Architect agree as follows:

ARTICLE 1.1 INITIAL INFORMATION

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1.1.1 This Agreement is based on the following information and assumptions.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown" or "to be determined later by contract agreement.")

1.1.2 PROJECT PARAMETERS

1.1.2.1 The objective or use is:

(Identify or describe in general the proposed use or uses.)

The objective and intended use of this project is defined in a Master Plan Study for Oconee County Public Safety Facilities prepared by FreemanWhite, Inc. in

- (1) Expansion Space: Approximately 47,000 GSF March, 2002, to house the following Sheriff's Department components: Communications Sheriff's Administration, Community Services, Training, Vice/Narcotics, Investigations, Evidence, Records/Warrants, Detention Administration/Support and Master Control.
- (2) Remodeled Space: Approximately 9,500 GSF to house the following: Emergency Management Department on the lower level and Sheriff's Patrol Support/Administration on the upper level.

1.1.2.2 The physical parameters are:

(Identify or describe if appropriate, site location, dimensions or other pertinent information, such as geotechnical reports about the site.)

1.1.2.3 The Owner's Program is:

(Identify documentation or state the manner in which the program will be developed.)

The Owner's Program was developed by FreemanWhite. The Program is documented in the Oconee County Public Safety Facilities Master Plan Issued by FreemanWhite, Inc. on April, 2002.

1.1.2.4 The legal parameters are:

(Identify pertinent legal jurisdiction, including, if appropriate, local covenants and legal designations and restrictions of the site.)

County owned property on Church Street in Wehalla, SC

1.1.2.5 The financial parameters are as follows:

1. Amount of the Owner's overall budget for the Project, including the Architect's compensation, is: Seven Million, Eighty-Three Thousand Three Hundred Twenty Dollars (\$7,093,323.00).
2. Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is: Construction, Five Million Eight Hundred Six Thousand Dollars (\$5,806,000). Other Project Cost, One Million Two Hundred Seventy Seven Thousand Twenty Dollars (\$1,277,320).

1.1.2.6 The time parameters are:

(Identify, if appropriate, milestones dates, duration or fast track scheduling.)

Design: Eight (8) Months
 Bidding: Three (3) Months
 New Construction: Fifteen (15) Months
 Remodeled Construction: Six (6) Months

1.1.2.7 The proposed procurement or delivery method for the Project is:

(Identify method such as competitive bid, negotiated contract, or construction management.)

Competitive Bidding, Single Prime

1.1.2.8 Other parameters are:

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Identify special materials or work of the Project such as energy conservation or historic preservation requirements.

Not Applicable

1.1.3 PROJECT TEAM

1.1.3.1 The Owner's Designated Representative is:
(List name, address and other information.)

Ms. Marianna Dilfers, Director
Oconee County Procurement Department
415 Pine Street
Walhalla, SC 29691-2145

Robert Banks, County Engineer
Oconee County
415 Pine Street
Walhalla, SC 29691-2145

1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:
(List name, address and other information.)

To be determined

1.1.3.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)

None Anticipated

1.1.3.4 The Architect's Designated Representative is:
(List name, address and other information.)

Mr. Charles Reed, Principal
FreemanWick, Inc.
8001 Arrowridge Boulevard
Cherokee, NC 28713-6686
(704) 588-2425

1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)

Civil Engineering:
David S. Floy
P.O. Box 428
Greenwood, SC 29648

Structural Engineering:
David S. Floy
P.O. Box 428
Greenwood, SC 29648

1.1.4 Other important initial information is:

New Communications Equipment will be furnished by the County in a budget independent of this project.

1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

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1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation, and Change in Services in accordance with Paragraph 1.5.1.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

1.2.2 OWNER

1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

1.2.2.3 The Owner's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated 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.

1.2.2.4 The Owner shall furnish the services of consultants other than those Designated in Paragraph 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

1.2.2.8 The Owner shall provide manufacturer's data describing in detail any Owner furnished equipment or furnishing to which the Architect must respond in the design. Such information shall be furnished in a timely manner upon the request of the Architect but in no case later than the completion of the design development phase.

1.2.3 ARCHITECT

1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

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1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Subparagraph 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, 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.

1.2.3.3 The Architect's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project, however, the Owner acknowledges that such requirements, and in particular the Americans with Disabilities Act (ADA), are subject to various and possibly contradictory interpretations. The Architect will use reasonable professional efforts and judgment to interpret federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The Architect, however, can not and does not warrant or guarantee that the Project will fully comply with all interpretations of the requirements imposed by governmental authorities (including ADA).

1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 13 TERMS AND CONDITIONS

1.3.1 COST OF THE WORK

1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

1.3.1.2 The Cost of the Work 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, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their 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.

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1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

1.3.2 INSTRUMENTS OF SERVICE - See Exhibit "B"

1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are instruments of service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective instruments of service and shall retain all common-law, statutory and other reserved rights, including copyrights.

1.3.2.2 Upon execution of this agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's instruments of service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of instruments of service and shall return to the Architect within seven days of termination all original and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, non-exclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the instruments of service solely for purposes of completing, using and maintaining the Project.

1.3.2.3 Except for the licenses granted in Subparagraph 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner may be permitted to authorize for Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the instruments of service appropriate to and for use in their execution of the Work by license granted in Subparagraph 1.3.2.2. Substitution or distribution of instruments of service 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 reserved rights of the Architect and the Architect's consultants. The Owner shall not use the instruments of service for future business or alterations to this Project or for other projects unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the instruments of service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

1.3.2.4 In addition to the Architect providing to the Owner new instruments of service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the instruments of service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such instruments of service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

1.3.3 CHANGE IN SERVICES

1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Subparagraph 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner in writing prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the

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Architect. Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Paragraph 13.2, and to any Reimbursable Expenses described in Subparagraph 1.3.9.2 and Paragraph 1.3.5.

1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

1. change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
2. enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
3. decisions of the Owner not rendered in a timely manner;
4. significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
5. failure of performance on the part of the Owner or the Owner's consultants or contractors;
6. preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
7. change in the information contained in Article 1.1.

1.3.4 MEDIATION

1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party in this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of legal proceedings or a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

1.3.5 ARBITRATION

1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 1.3.4.

1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

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1.3.5.3 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 statute of limitations.

1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and 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 parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

1.3.5.5 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.

1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 1.3.8.

1.3.7 MISCELLANEOUS PROVISIONS

1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Paragraph 1.3.2.

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

1.3.7.3 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. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, 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 or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

1.3.7.5 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.

1.3.7.6 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 or toxic substances in any form at the Project site.

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1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, 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 the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party in this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

1.3.8 TERMINATION OR SUSPENSION

1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. 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. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

1.3.8.2 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 shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

1.3.8.4 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.

1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

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1.3.8.6 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 Subparagraph 1.3.8.7.

1.3.8.7 Termination Expenses are in addition to compensation for the services of the Architect and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

1.3.8.8 Should the Owner terminate this Agreement prior to the completion by the Architect of the Construction Administration Services described in Article 2.5, the Owner acknowledges that the inability of the Architect to complete those services provided under this Agreement will significantly increase the risk of loss resulting from, among other causes, misinterpretation of the intent of the design by others, unauthorized modifications, and failure to detect errors and omissions in the plans and specifications before they become costly mistakes built into the Project.

1.3.9 PAYMENTS TO THE ARCHITECT

1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. 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 adjudged to be liable.

1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

1. transportation in connection with the Project, authorized out-of-town travel and accommodations, and electronic communications;
2. fees paid for securing approval of authorities having jurisdiction over the Project;
3. reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
4. expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
5. professional renderings, models and mock-ups requested by the Owner;
6. expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
7. reimbursable expenses as designated in Paragraph 1.3.5;
8. other similar direct Project-related expenditures.

1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times. The Architect shall provide a summary of reimbursable expenses as a part of the invoice. The Owner may request specific additional back up at no additional cost.

1.3.9.4 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 insolvency and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

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ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.4.1 *Enumeration of Parts of the Agreement.* This Agreement represents the entire and integrated agreement between the Owner and the 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. This Agreement comprises the documents listed below.

1.4.1.1 *Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.*

1.4.1.2 *Standard Form of Architect's Services, Design and Contract Administration, AIA Document B141-1997, or as follows:*
(list other documents, if any, defining Architect's scope of services)

1.4.1.3 *Other documents as follows:*
(list other documents, if any, forming part of the Agreement)

Exhibit "A" - Architect's Rate Schedule
Exhibit "B" - County's Use of Instruments of Service

1.4.2 *Special Terms and Conditions.* Special terms and conditions that modify this Agreement are as follows:

Laws of the State of South Carolina shall govern this Agreement.

ARTICLE 1.5 COMPENSATION

1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

Based on 7.5% of Construction Cost. The Estimated Construction Cost \$5,806,000.
Payment shall be based on the following percentages per phase:

Schematic Design	10.00%	\$ 43,545.00
Design Development	20.00%	\$ 87,090.00
Construction Documents	40.00%	\$174,180.00
Bidding/Negotiation	05.00%	\$ 21,775.00
Contract Administration	25.00%	\$108,862.00
Total	100.00%	\$435,452.00

1.5.2 If the services of the Architect are changed as described in Subparagraph 1.5.3, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Paragraph 1.5.2, in an equitable manner:

(Insert basis of compensation, including rates and multiples of direct personal expense for principals and employees, and identify principals and staff employees, if required. Identify specific services to which particular methods of compensation apply.)

Compensation shall be based on an hourly rate for all time spent by the Architect's personnel engaged on the Project. The Architect's current rate schedule is attached (Exhibit "A").

1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of one and two tenths (1.2) times the amounts billed to the architect for such services.

1.5.4 For Reimbursable Expenses as described in Subparagraph 1.5.2, and any other items included in Paragraph 1.5.3 as Reimbursable Expenses, the compensation shall be computed as a multiple of one and two tenths (1.2) times the expenses incurred by the Architect, and the Architect's employees and consultants.

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1.5.5 Other Reimbursable Expenses, if any, are as follows:

1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

1.5.7 An initial payment of Zero Dollars (\$ 0.) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at first payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

1.5.8 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 stated 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.)

One Percent (1%) Per Month

1.5.8.1 If the Owner objects to all or any portion of any invoice, The Owner shall notify the Architect of the objection within fifteen (15) days from the date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute.

(State 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 place 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 used in earlier editions of AIA documents.)

1.5.9 If the services covered by this Agreement have not been completed within thirty-six (36) 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 Paragraph 1.5.7.

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

Orange County, South Carolina

FreemanWhite, Inc.

OWNER *(Signature)*

ARCHITECT *(Signature)*

(Printed name and title)

(Printed name and title)



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Standard Form of Architect's Services: Design and Contract Administration

TABLE OF ARTICLES

- 2.1 PROJECT ADMINISTRATION SERVICES
- 2.2 SUPPORTING SERVICES
- 2.3 EVALUATION AND PLANNING SERVICES
- 2.4 DESIGN SERVICES
- 2.5 CONSTRUCTION PROCUREMENT SERVICES
- 2.6 CONTRACT ADMINISTRATION SERVICES
- 2.7 FACILITY OPERATION SERVICES
- 2.8 SCHEDULE OF SERVICES
- 2.9 MODIFICATIONS

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work.

2.1.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

2.1.4 Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.

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2.1.5 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

2.1.6 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.

2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

2.1.7.1 When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

2.1.7.2 Evaluations of the Owner's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's 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 budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

2.1.7.3 In preparing estimates of the Cost of the Work, 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 as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.

2.1.7.4 If bidding or negotiation has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

2.1.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Subparagraph 1.1.8.9; or
4. cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

2.1.7.6 If the Owner chooses to proceed under Clause 2.1.7.5.4 and/or Clause 2.1.7.5.2, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the

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Cost of the Work. The modification of such documents shall be the limit of the Architect's responsibility under this Paragraph 2.1.7. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.

ARTICLE 2.2 SUPPORTING SERVICES

2.2.1 Unless specifically designated in Paragraph 2.8.3, the services in this Article 2.2 shall be provided by the Owner or the Owner's consultants and contractors.

2.2.1.1 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

2.2.1.2 The Owner shall furnish surveys to describe 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, easements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, encroachments, zoning, deed restrictions, boundaries and contours of the site, locations, dimensions and necessary data with respect 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.

2.2.1.3 The Owner shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pit determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

2.3.1 The Architect shall provide a preliminary evaluation of the information furnished by the Owner under this Agreement, including the Owner's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of any other information or consultant services that may be reasonably needed for the Project.

2.3.2 The Architect shall provide a preliminary evaluation of the Owner's site for the Project based on the information provided by the Owner of site conditions, and the Owner's program, schedule and budget for the Cost of the Work.

2.3.3 The Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

ARTICLE 2.4 DESIGN SERVICES

2.4.1 The Architect's design services shall include normal structural, mechanical and electrical-engineering services.

2.4.2 SCHEMATIC DESIGN DOCUMENTS

2.4.2.1 The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option,

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the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

2.4.3 DESIGN DEVELOPMENT DOCUMENTS

2.4.3.1 The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

2.4.4 CONSTRUCTION DOCUMENTS

2.4.4.1 The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

2.4.4.2 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

2.5.1 The Architect shall assist the Owner in obtaining either competitive bids or negotiated proposals and shall assist the Owner in awarding and preparing contracts for construction.

2.5.2 The Architect shall assist the Owner in establishing a list of prospective bidders or contractors.

2.5.3 The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.

2.5.4 COMPETITIVE BIDDING

2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

2.5.4.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

2.5.4.3 If requested by the Owner, the Architect shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

2.5.4.4 The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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2.5.4.5 The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.

2.5.4.6 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

2.5.4.7 The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner.

2.5.5 NEGOTIATED PROPOSALS

2.5.5.1 Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

2.5.5.2 If requested by the Owner, the Architect shall arrange for producing the reproduction of Proposal Documents for distribution to prospective contractors. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

2.5.5.3 If requested by the Owner, the Architect shall organize and participate in selection interviews with prospective contractors.

2.5.5.4 The Architect shall consider requests for substitutions, if permitted by the Proposal Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

2.5.5.5 If requested by the Owner, the Architect shall assist the Owner during negotiations with prospective contractors. The Architect shall subsequently prepare a summary report of the negotiation results, as directed by the Owner.

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ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

2.6.1 GENERAL ADMINISTRATION

2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor 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. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

2.6.1.2 The Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment. However, the Architect shall be entitled to a Change in Services in accordance with Paragraph 2.8.3 when Contract Administration Services extend 60 days after the date of Substantial Completion of the Work.

2.6.1.3 The Architect shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services. 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 amendment.

2.6.1.4 Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.



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2.6.1.5 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

2.6.1.6 If deemed appropriate by the Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

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

2.6.1.8 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 final 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 the results of interpretations or decisions so rendered in good faith.

2.6.1.9 The Architect shall render final decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.2 EVALUATIONS OF THE WORK

2.6.2.1 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 2.8, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully 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. The Architect shall neither have control over or charge of, nor be responsible for, the 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 rights and responsibilities under the Contract Documents.

2.6.2.2 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

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

2.6.2.4 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor

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through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

2.6.2.5 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require 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 or entities performing portions of the Work.

2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in cash amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Paragraph 2.6.1 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) to results of subsequent tests and inspections; (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

2.6.3.2 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.

2.6.3.3 The Architect shall maintain a record of the Contractor's Applications for Payment.

2.6.4 SUBMITTALS

2.6.4.1 The Architect shall review and approve or take other appropriate action upon the 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 activities of the Owner, Contractor or 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, all of which remain the responsibility of the Contractor as 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 any 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.

2.6.4.2 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

2.6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract

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Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

2.6.5 CHANGES IN THE WORK

2.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Paragraph 2.5.1.

2.6.5.2 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

2.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

2.6.5.4 The Architect shall maintain records relative to changes in the Work.

2.6.6 PROJECT COMPLETION

2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor 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 based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

2.6.6.2 The Architect's inspection shall be conducted with the Owner's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

2.6.6.4 The Architect shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final

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payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against them.

ARTICLE 2.7 FACILITY OPERATION SERVICES

2.7.1 The Architect shall meet with the Owner or the Owner's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

2.7.2 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the Owner.

ARTICLE 2.8 SCHEDULE OF SERVICES

2.8.1 Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Paragraph 1.3.3:

- 1 up to () reviews of each Shop Drawing, Product Data Sheet, sample and similar submittal of the Contractor.
- 2 up to () Visits to the site by the Architect over the duration of the Project during construction shall be no less than twice a month for twenty-one (21) months construction period.
- 3 up to () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- 4 up to () inspections for any portion of the Work to determine final completion.

2.8.2 The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Paragraph 1.3.3:

- 1 review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect.
- 2 responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation.
- 3 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service.
- 4 providing consultation concerning replacement of Work resulting from fire or other cause during construction.
- 5 evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work.
- 6 evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom.
- 7 preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; or
- 8 Contract Administration Services provided 30 days after the date of Substantial Completion of the Work.

2.8.3 The Architect shall furnish or provide the following services only if specifically designated:

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
1 Programming	Architect (Completed)	

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2	Land Survey Services	Architect (Reimbursable)
3	Geotechnical Services	Architect (Reimbursable)
4	Space Schematics/Flow Diagrams	Architect
5	Existing Facilities Surveys	Architect (Completed)
6	Economic Feasibility Studies	Not Provided
7	Site Analysis and Selection	Architect (Completed)
8	Environmental Studies and Reports	Architect (Reimbursable)
9	Owner-Supplied Data Coordination	Owner
10	Schedule Development and Monitoring	Architect
11	Civil Design	Architect
12	Landscape Design	Architect
13	Interior Design	Architect
14	Special Bidding or Negotiation	Not Provided
15	Value Analysis	Not Provided
16	Detailed Cost Estimating	Architect (Detailed Est.)
17	On-Site Project Representation	Not Provided
18	Construction Management	Not Provided
19	Start-up Assistance	Not Provided
20	Record Drawings	Architect
21	Post-Contract Evaluation	Not Provided
22	Tenant-Related Services	Not Applicable
23		
24		
25		

Description of Services
(Insert description of the services designated.)

ARTICLE 2.9 MODIFICATIONS

2.9.1 Modifications to this Standard Form of Architect's Services, Design and Contract Administration, if any, are as follows:

2.9.1.1 It is understood and agreed that the nature of the design process is such that the construction documents prepared by the Architect under this Agreement will inevitably contain errors, omissions, conflicts, and ambiguities requiring clarification and/or correction during construction. The Owner agrees to allocate One Percent (1%) of the Cost of the Work as a contingency within which the Owner shall not look to the Architect for either responsibility or compensation for costs which might be attributable to errors, conflicts, or ambiguities in the design. Any responsibility of the Architect for the cost of changes in excess of such percentage shall be determined on the basis of applicable contractual obligations and professional liability standards. Nothing in this paragraph shall mitigate the Standard of Care in determining the Architect's liability for cost in excess of the percentage of construction cost stated above. Items which are attributable to unanticipated or latent conditions, changes requested by the Owner, or omissions for which the Owner would have incurred cost had the work been included originally in the Contract Documents are not included within this contingency and will be paid by the Owner from other funding set aside for such purposes.

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2.9.1.2 Reference 2.6.3.20 - If a set of reproducible record drawings are provided by the Architect, it is understood that such drawings are prepared based on marked-up prints, drawings and other data furnished by the Contractor to the Architect. The Contractor is responsible for the completeness and accuracy of the information furnished.

By its execution, this Standard Form of Architect's Services Design and Contract Administration and modifications hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect, AIA Document B14-1997, that was entered into by the parties as of the date:

Oconee County, SC

OWNER (Signature)

(Printed name and title)

FreemanWhite, Inc.

ARCHITECT (Signature)

(Printed name and title)

Principal

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FreemanWhite

Consulting
Planning
Architecture
Engineering
Interiors
Historic
Interior
Senior Planning

EXHIBIT "A"

800 Arrowridge Blvd.
Cary, NC 27513-5662
794.223.2256
Fax 794.223.2255
www.freemwhite.com

RATE SCHEDULE

OCONEE COUNTY, SOUTH CAROLINA

SERVICES HOURLY RATE

1.	Principal	\$130.00/hr.
2.	Senior Architect/Engineer	\$115.00/hr.
3.	Architect, Engineer, Designer	\$100.00/hr.
4.	Architect Intern	\$ 80.00/hr.
5.	CADD Technical/Clerical	\$ 50.00/hr.

REIMBURSABLE EXPENSES

1.	Automobile (See #7)	\$.40/mile
2.	Printing & Handling (Larger than 11 x 17)	\$2.00/Sheet
3.	Copies (11 x 17 or smaller)	\$.10/Sheet
4.	Copies (11 x 17 or smaller, color)	\$1.50/Sheet
5.	Fax	\$1.00/Sheet
6.	Plots (Review sets and construction documents)	\$7.50/Plot
7.	Automobile reimbursement is for trips above and beyond those included as part of Basic Services.	

THE RATES LISTED ABOVE ARE APPLICABLE THROUGH DECEMBER 31, 2002

EXHIBIT "B"

County's Use of Architect's Instruments of Service

Drawings and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use with respect to this project. The Architect and the Architect's consultants shall be deemed the authors of these Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

Upon execution of this Agreement, the Architect grants to the Owner a non-exclusive license to utilize and reproduce the Architect's Instruments of Service solely for the purpose of constructing, using and maintaining the project. The Owner may use the Instruments of Service for future additions and alterations, but understands this use shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**PUBLIC SAFETY FACILITIES
MASTER PLAN**

Funding Period/Option 1	Amount Needed	Appropriated	Pay as you go	Rollover
2001-2002 Phase 1	\$ 406,420	\$ 693,893	Supplemental	\$ 317,473
2002-2003	\$ 2,973,039	\$ 2,655,566	Appropriated	
2003-2004 Phase 2	\$ 3,621,516	\$ 3,621,516	Appropriated	
2004-2005	\$ 2,886,392	\$ 2,886,392	Appropriated	
2005-2006 Phase 3	\$ 2,330,439	\$ 2,330,439	Appropriated	
2006-2007	\$ 1,628,759	\$ 1,628,759	Appropriated	
2007-2008	\$ 894,240	\$ 894,240	Appropriated	
2008-2009	\$ 331,200	\$ 361,200	Appropriated	
Total	\$ 15,072,005	\$ 15,072,005		

This would be at the most 8.9% appropriation of the county operating budget.

Oconee County, South Carolina

Bonding Capacity Projection

Data Projected From 05/30/99

Description	Historical		Estimated		Projected			
	1996	1997	1998	1999	2000	2001		
A. Assessed Property Valuation	195,987,138	215,286,192	274,585,503	281,642,100	267,274,940	293,020,440	296,680,650	333,400,000
B. Eight Percent of Above Statutory Limit Under Article X, Section 14, Par. 7 (a)	15,980,973	17,221,295	21,968,840	22,521,368	22,981,995	23,441,635	23,910,463	26,872,000
C. Bonds Outstanding	7,183,000	8,960,000	7,880,000	6,735,000	5,705,000	4,825,000	3,665,000	18,183,342
Assumes No New Debt	8,913,973	8,261,295	14,068,840	15,798,368	17,276,995	18,816,635	20,245,463	8,488,658
D. Debt Margin	15,990,973	17,221,295	21,968,840	22,521,368	22,981,995	23,441,635	23,910,463	28,672,000
E. Computed Statutory Limit	7,180,000	8,960,000	7,880,000	6,735,000	5,705,000	4,825,000	3,665,000	18,183,342
F. Bonds Outstanding Plus Above	2,198,195	3,444,255	4,395,368	4,836,274	4,596,399	4,688,327	4,782,084	5,334,400
G. Contingency Reserve (20%)	5,612,778	4,817,036	9,693,472	11,290,954	12,680,596	14,128,308	15,463,374	9,154,258
H. Available Funds Capacity								

C & F are composed of the following:

1996	2,745,632	Solid Waste
2000	4,100,000	Lisa Doyle
2001	5,000,000	Court House
2002	1,183,710	Fire Trucks
New	2,134,000	



KAHN

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ARGO DIVISION

M.B. Kahn Construction Co., Inc.
P.O. BOX 8308 / GREENVILLE, SC 29604 / (864) 277-9108 / FAX (864) 299-0983

FI Clark Incorporated
201 South Murray Avenue
Anderson, South Carolina 29624

Via Fax 864.225.5880
(20) pages

Attention: Mr. Ronald B Van Bergen

April 12, 2002

Re: Oconee County Courthouse
Argo Job # 8000
Security System/Other Miscellaneous Changes
Revisions per meeting April 10, 2002

Dear Sir,

Pursuant to our meeting of April 10, 2002, we have revised our initial estimate for the Security and other miscellaneous changes at the Oconee County Courthouse. From our April 10 meeting, and revisiting from our original proposal, the changes are in accordance with the following:

1. Memo of February 21, 2002 and the subsequent meeting of March 5, 2002 to clarify requirements of this memo.
2. Attachment No. 1, dated March 7, 2002, pages 2 - 7

The first estimate covers items 1 - 5 from the February 21, 2002 Memo for Security Changes and meeting of April 10, 2002. The changes are as follows:

1. Added Security cameras *(a) 10 cameras*
2. Electronic Monitoring of doors, door hardware changes (security related only)
3. Expanded Cell Sizes and Staging area benches
4. Add windows at doors
5. Add Traffic control gate

The estimated cost for these Security changes is an add of \$102,431.

The second estimate covers pages 2 - 7 of Attachment #2 for miscellaneous changes to selected areas on the 1st and 2nd floor, and the courtroom recorders desks. The estimated cost for these changes is a deduct of \$1800.

Please note that our proposal includes no extended overhead or premium costs for impact or extension to the contract period. We estimate the impact cost to extend the period of the contract to be in the range of \$14,000 to \$35,000. Until such time as an acceptance and issuance of notice to proceed for these changes is made, full appreciation of the project impact cannot be determined. Once a notice to proceed is issued, a review can be made to investigate possible avenues to expedite material fabrication and delivery and help mitigate the overall impact cost.



Oconee County Courthouse
Argo Project #8000
Security/Other Misc. Changes
April 12, 2002

Page 2

As impact to the project is now eminent due to holds placed to delay fabrication of specific materials, extended overhead and possible expediting costs will still be incurred if none of these Security changes are accepted. The impact resulting from the Security delays and changes are becoming more and more evident. It is essential that a decision be made regarding the acceptance of these changes without further delay. Continuing indecision to proceed with these changes will serve only to further jeopardize and delay the completion date of the project.

Please do not hesitate to contact us regarding questions pertaining to these matters.

Sincerely,

M. B. Kahn Construction Co., Argo Div.



Dale S. Goldman, Project Manager

Cc: Robert Banks, Oconee County via fax: 864.888.4803
L.R. Kendall, M.B. Kahn/Argo



M. B. Kahn Construction Co., Argo
 Oconee County Courthouse
 Security/Miscellaneous - Fair - Feb-21-2002 - Conts 1 - 9

Meeting Memo 1.5.2002
 Revisions per April 10, 2002 Meeting

Quantity	Unit	Item	Mat/Equip Unit Cost	Total Mat/Equip	Unit	Total Labour	Mat/Equip Unit	Total Mat/Equip	Total	
Add Contingency										
1	Ls	Server Computer/Systems					17,796.00	17,796.00	17,796.00	
1	Ls	Add (2) cameras - 620/620A					3,980.00	3,980.00	3,980.00	
Electronic Monitoring/Alarm controls										
Door Hardware										
7	Est	Door Position Switches - Exit Doors	153.00	1,071.00					1,071.00	
Door Hardware changes - Security only										
1	Ls	Heading 1 - doors 107B, 102B	176.00	176.00					176.00	
1	Ls	Heading 2 - 001A, 001B	2,746.00	2,746.00					2,746.00	
1	Ls	Heading 3 - 101A, 102A	86.00	86.00					86.00	
1	Ls	Heading 4 - 11A	44.00	44.00					44.00	
1	Ls	Heading 7 - 102A, 100B								
1	Ls	Heading 8 - 120, 124, 125								
1	Ls	Heading 9, 1 - 42A-D	44.00	44.00					44.00	
1	Ls	Heading 2 - 225A overcharge to 225A	1,681.00	1,591.00					1,591.00	
1	Ls	Heading 13, 1 - 236, 240B, 243B	2,241.00	2,241.00	200.00	200.00		2,241.00	2,441.00	
1	Ls	Heading 14 - 338C, 339C	2,294.00	2,294.00	200.00	200.00		2,294.00	2,494.00	
1	Ls	Heading 14, 1 - 325B, 339B, 424B, 424C	4,468.00	4,468.00	400.00	400.00		4,468.00	4,868.00	
1	Ls	Heading 17 - 149, 225, 237, 232, 256, 271, A2	1,460.00	1,460.00					1,460.00	
1	Ls	Heading 18 - 119, 128A, 202, 228, 253, 254								
520, 327, 365										
SECURITY										
1	Ls	Heading 21 - 005	44.00	44.00					44.00	
1	Ls	Heading 23 - 011	86.00	86.00					86.00	
1	Ls	Heading 33 - 22A, 37A	1,169.00	1,169.00					1,169.00	
1	Ls	Heading 38, 1 - 17B	44.00	44.00					44.00	
1	Ls	Heading SH42 - 29A, 20B, 21A, 21B	4,586.00	4,586.00					4,586.00	
1	Ls	Heading SH45 - 507	408.00	408.00					408.00	
1	Ls	Heading SH43, 1 - 401B, 505E	172.00	172.00					172.00	
1	Ls	Heading SH44 - 21A-B	144.00	144.00					144.00	
1	Ls	Heading SH44, 1 - 319A, 311	186.00	186.00					186.00	
1	Ls	Heading SH44, 2 - 214A, 414	186.00	186.00					186.00	
1	Ls	Heading SH45 - 527, 505	186.00	186.00					186.00	
1	Ls	Heading SH48 - 421B, 27B	306.00	306.00					306.00	
1	Ls	Heading SH47 - 028								
395.00										
SECURITY										

M. R. Kahn Construction Co. Inc.
 DeWitt County Courthouse
 Security/Access Changes - Fax: Feb 21 2002 Items 1-8
 Meeting Room 5, 2002
 Revisions per April 10, 2002 Meeting

Quantity	Unit	Description	Material		Labor		Material		Total
			Unit	Cost	Unit	Cost	Unit	Cost	
Electrical/Security									
1	Ls	Electrical/Security systems, conduit, wiring					23,800.00	23,800.00	23,800.00
1	Ls	Add Entry Turn Bottom in Section 1st Avenue at doors from courtyard		6,485.00			6,485.00	6,485.00	6,485.00
1	Ls	Add exit pushbutton at Justice benches Card reader, REX - 120 volt power - door 225A Require new Emerson board		1,658.00			1,658.00	1,658.00	1,658.00
				3,694.00			3,694.00	3,694.00	3,694.00
Expanded Cell Sizes/Benches									
		Expand Cell - 215 only							
1	Ls	Benches - 214 215, 5, 4, 3, 15, 4 14 215	3,400	390.00	4.00	522.00			910.00
1	Ls	8' CMU	1.00	125.00	2.50	312.50			437.50
1	Ls	Stand Fit							
1	Ls	Construction Mark	2.50	207.50	4.50	373.50			581.00
Add Glass Windows									
8	Ea	Class/Slide Kit	1,740.00	1,740.00	20.00	160.00	60.00	400.00	2,300.00
5	Ea	Stainers			35.00	175.00			175.00
8	Ea	Paint light microscope					35.00	280.00	280.00
Add Traffic Control Gate									
1	Ls	Concrete Work	530.00	530.00	70.00	700.00			1,230.00
1	Ls	Equipment - Criminal Systems					5,130.00	5,130.00	5,130.00
1	Ls	Elevator/Security systems, conduit, wiring					5,850.00	5,850.00	5,850.00
Subtotal									
		Material		16,522.50		3,041.00			19,563.50
		Labor		826.13		1,094.05			1,920.18
		Subtotal		17,348.63		4,135.05			21,483.68
		Overhead/Profit 15/7 %		2,602.29		615.80			3,218.09
		Subtotal		19,950.92		4,750.85			24,701.77
		Per 2							
		Total							\$102,434

Post Office Box 1445 Greer, SC 29652
 804-871-1888 Fax 804-801-6401

**HARRISON
 ELECTRICAL, INC.**

Fax

To: M.B. Kahn Construction	From: Johnny Harrison
Fax: 252-0883	Pages to follow:
Phone: 377-9165	Date: 3-28-02
Re: Oconee County Court House	Attn: Dale Goldman
<input type="checkbox"/> Urgent <input checked="" type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input checked="" type="checkbox"/> Please Reply <input type="checkbox"/> Please Reply	

Date:

Listed below is the pricing for the owner requested changes to the security system at Oconee County Courthouse:

1. Cameras per specifications added to Lobbies B.01, B.05, B.28, corridor B.31, and Prisoner staging 214, ~~218~~ and 414. Total: 7. Also added Coax cable, 24 Volt power and required conduit from each video camera to video equipment in the electrical room and security room in the basement. Some conduits were increased in size to accommodate the additional Coax cables required. This price includes new multiplexer, two (2) monitors and VCRs for seven additional cameras. Cost: \$17,798.00
2. Electronic monitoring for doors 001A, 001B, 011, 20B, 21A, 21B, 31A, 101B, 102B, 240B, 243B, 335C, 335D, 339D, 339B, 339C, 404B, 408B, 424B, 424C and 424D. Added control relay at lobby #100-double doors for fire release, add card reader and expansion board at basement staff elevator, monitor four (4) cell doors, connect to access control system, add one (1) panic switch in clerk of court office, added wiring to electric hinge/lock, install and wire 12" X 12" X 4" power supply, provide conduit and wire for 120 Volt required for the power supply. 120 Volt source taken from closest receptacle (note: if power is lost to receptacle that is feeding the secure door, that door's security could be compromised by loss of power to that receptacle.) Deleted twenty-one (21) REX switches and required conduit and wire. Cost: \$23,800.00

March 20, 2002

3. Added wire and conduit for intercom, card reader, and CCTV function at electronically controlled traffic gate at West Drive. Provide wire, conduit, and breaker for power to electronically controlled gate. Traffic loop to be provided and installed by others. Cost: \$5,950.00

If you have any questions, please feel free to call.

Thanks,

Johnny

Post Office Box 1445
Greer, S.C. 29652
Phone: (854) 801-1538
Fax: (854) 801-0401

HARRISON
electrical
INC

Fax

To: M.B. Kahn Construction Co.	From: Johnny Harrison
Fax: 296-0983	Date: April 12, 2002
Phone: 277-9106	Project:
Re: Oconee County Courthouse	Attn: Dale Goldman

Urgent For Review Please Comment Please Reply Please Recycle

Date:

Listed below is the pricing for the owner requested changes to the security system at the Oconee County Courthouse as per our meeting on April 10, 2002:

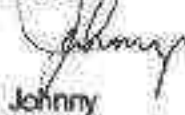
1. Cameras per specifications added at corridor B20 and corridor B20A. Total of two cameras added. Added coax cable, 24-volt power and required conduit, boxes, and wiring from each video camera to video equipment in the electrical and security room. Cost \$3,980.00
2. Add an entry pushbutton in the secure hallways adjacent to the doors that lead into the courtrooms. Mount a keypad on the courtroom side of each door and tie into power supply and door hinge/lock at the door. Add a relay module at each door for the release of the door in case of a fire. Add 120-volt for the power supply from the nearest 120-volt receptacle circuit. (Note: If power were lost to the receptacle that is feeding the power supply for the secure door, the lock for that door would fall open). Add wire, conduit, boxes, and connections for all equipment listed (Typical for 7 locations). Total Cost: \$ 6,485.00
3. Add (1) one exit pushbutton under the Judges' bench and tie to the control module at exit door (Typical for 5 locations) Total Cost \$1659.00

B

4. Add (1) one card reader and expansion board, REX, and 120-volt power for the power supply from the nearest 120-volt source for new door # 25A. Add wire conduit boxes and connections for all equipment listed. Cost: \$3,694.00

If you have any questions, or if I can be of assistance in any way, please feel free to call me.

Thanks



Johnny

MEETING ADDRESS
P.O. Box 791
Simpsonville, SC 29681
Telephone (864) 663-3911



REPLYING ADDRESS
1028 1/2th Sings Ave
Simpsonville, SC 29681
Fax No: (864) 663-3717

April 12, 2002



Security

- wire - alarm - etc

Mr. Dale Goldsmith
M.B. Kahn Construction Co. - Argo Hwy
P.O. Box 8309
Greenville, SC 29609

RE: Oconee Co. Courthouse - Finish Hardware - Wood Doors & Lino Kite

Dear Dale:

Below is a list of changes to the Finish Hardware per our meetings concerning security hardware and other changes by the architect to the submitted schedule.

* Heading 1: Doors 101B, 102B Add \$ 176.00

- Change height of continuous hinge for 7'-2 1/4" door
- Change closure to 5034 REG AL per HW Set #1 for alarm frame w/c
- Add (4) UPS #MS-20491 (Add \$ 176.00)

* Heading 2: Doors 001A, 001B Add \$ 2,748.00

- Change height of continuous hinge for 9'-3 1/4" door
- Change closure to 5034 REG AL per HW Set #2 for alarm frame w/c
- Add (2) UPS #MS-20491 (Add \$ 58.00)
- Add 8-wire power transfer to continuous hinges for electrified exit devices (Add \$ 390.00)
- Add 59 units (delayed egress) to exit devices (Add \$ 1,070.00)
- Add (2) power supplies #3872 x 735 (wire to fire alarm system) (Add \$ 1,230.00)



* Heading 3: Doors 101A, 102AAdd \$ 88.00

Change classes to 5033 RFG AL, put HW Set #3 for blind doors

- Add (2) DPS #MS-2049F (Add \$ 88.00)

Heading 4: Door 31AAdd \$ 44.00

- Add (1) DPS #MS-2049F

Heading 5: Door 816No Change

Change lock function from #237 to 8304

* Heading 6: Doors 334, 338, 423(Deduct \$ 2,628.00)

Change exit devices to push & pulls (non-rated doors)

Delete (3) PR-8710-F-LHR-32D (Deduct \$ 1,230.00)

Delete (3) 10-1P-8713-F-LHR-RHR-32D (Deduct \$ 1,560.00)

Add (6) push plates 701 - 8 x 16 32D (Add \$ 60.00)

Add (6) pull plates 132 x 76C 32D (Add \$ 102.00)

Heading 6.1: Doors 239, 243Add \$ 820.00

Change exit devices to concealed vertical rod type, add dummy trim to inactive

Delete (2) 12-PR-8710-F-LHR-32D (Deduct \$ 840.00)

Delete (2) 12-12-PT-8713-F-RHR-32D (Deduct \$ 1,060.00)

Add (2) 12-10-PR-8610-L-E1B-LHR-32D (Add \$ 1,340.00)

Add (2) 10-12-10-PT-8613-F-RHR-RHR-32D (Add \$ 1,380.00)

Heading 7: Doors 100A, 100BNo Change

- Add 19 prefix to exit devices (no plastic components on push bar) (File prefix typical of all exit devices scheduled)
- (1) Power supply required per spec #BPS-24-5 (wire to P.A. system)

Heading 8: Doors 128, 124, 125No Change

- Change exit devices from 59 prefix to 56 prefix (elec. lock retraction)
- (3) Power supplies required #3331 x 735 per spec.

Heading 9.1: Door 424DAdd \$ 44.00

- Add (1) DPS #MS-2049F

11

Heading 10: Door 120B only No Change

Change wall top to floor stop 444

Heading 11: Door 429 only Add \$ 365.00

Change lockset to exit device 10-49-8813-P-51 (P-L138-327)
 (Add \$ 255.00)
 Add closer 281-P10 (Add \$ 95.00)
 Add kick plate 8 X 34 32D (Add \$ 14.00)

* **Heading 12: Door 226A only (change number to 225A)** Add \$ 1,681.00

Relocate door to Corridor 225 - change door number to #225A
 Hardware to match doors 225 & 257
 Delete (1) hinge TA2714 (Deduct \$ 12.00)
 Add (1) electric hinge TA2714--CC8 (Add \$ 160.00)
 Delete (1) lockset #217 (Deduct \$ 130.00)
 Add (1) elec. exit device 10-12-19-56-8613 (E-138) (Add \$ 940.00)
 Add (1) power supply 3532 x 735 (Add \$ 623.00)
 Add (1) closer 281-P10 (Add \$ 98.00)

Heading 13: Door 347 only No Change

Change wall stop to floor stop 444

* **Heading 13.1: Doors 238, 240B, 243B** Add \$ 2,344.00

- Door 238 to remain as scheduled. (No Change)
- Change locksets to passage sets 8215 @ 240B, 243B (Deduct \$ 30.00)
- Add (2) Maglocks 150+ x 135M x MBS x T150 @ 240B, 243B (Add \$ 806.00)
- Add (2) keypad controls PRO79-F x ITW x ST1 @ 240B, 243B (Add \$ 620.00)
- Add (2) power supplies 510-24VDC - RLC-58P2-3R @ 240B, 243B (wire to P.A. system) (Add \$ 770.00)
- Add (2) DPS-AMS-2049B @ 240B, 243B (Add \$ 118.00)
- Positioner releases by others.

Heading 13.2: Door 240A only No Change

Change wall stop to floor stop 444

* Heading 14: Doors 335C, 339C

Add \$ 2,234.00



- Change wall stops to floor stop 461 (No Change)
- Change locksets to passage sets 8215 (Deduct \$ 60.00)
- Add (2) Maglocks 350+ x DSM x MBS (Add \$ 816.00)
- Add (2) keypad controls PRO79+ x HW x STD (Add \$ 620.00)
- Add (2) power supplies 510-24 x DC-K1C-SBP2-EJR (wire to P.A. system) (Add \$ 376.00)
- Add (2) DPS #MS-2049F (Add \$ 38.00)
- Pushbutton releases by others.

* Heading 14.1: Doors 335H, 339H, 424B, 424C

Add \$ 1,469.00



- Change wall stops to floor stops 441 (No Change)
- Change locksets to passage sets 8215 (Deduct \$ 120.00)
- Add (3) Maglocks 350+ x DSM x MBS (Add \$ 1,632.00)
- Add (4) keypad controls PRO79+ x HW x STD (Add \$ 1,240.00)
- Add (4) power supplies 510-24 x DC-K1C-SBP2-EJR (wire to P.A. system) (Add \$ 1,340.00)
- Add (4) DPS #MS-2049F (Add \$ 176.00)
- Pushbutton releases by others.

Heading 17: Doors 146, 225, 257, 332, 356, 421, 428

(Deduct \$ 476.00)

- [REDACTED] or 428 only to 281-PS with stop arm (Add \$ 14.00)
- Delete 55 prefix (signal switch) on all exit devices, add 19 prefix (Deduct \$ 490.00)
 - (7) Power supplies 1512 x 755 required per spec. (No Change)

Heading 18: Doors 119, 129A, 222, 228, 283, 284, 320, 327, 385

No Change

- (9) Power supplies 1512 x 755 required per spec. (No Change)
- Fibra. hinges to remain on CCB 8-wire (No Change)

Heading 19.1: Doors 31B, 312, 313, 412, 413, 413

Add \$ 112.00

- Door 31B to remain as scheduled (No Change)
- Change door sets to 281-PS with stop arm (Add \$ 112.00)

Heading 19.3: Door 040 only

Add \$ 14.00

- [REDACTED] stop arm @ 640 (Add \$ 14.00)

Heading 20: Doors 114, 115

Add \$ 28.00

Change closers to 281-PS with stop arm

Heading 21: Door 005

Add \$ 44.00

- (1) Power supply DP5-24-2 required per spec. (No Change)
- Add (1) DPS #MS-2049F (Add \$ 44.00)

Heading 22: Doors 237, 244

No Change

Change wall stops to floor stops 441

Heading 22.1: Door 325 only

Add \$ 53.00

Change floor stop to overhead stop 10-236 x 620 @ 175

Heading 22.2: Doors 224, 235 only

Add \$ 106.00

Change wall stops to Oel stop 10-336 x 630 @ 224, 235

Heading 23: Door 011

Add \$ 89.00

- Add (2) DPS #MS-2049F

Heading 24: Doors 211, 311

Add \$ 53.00

- Use wall stop 409 @ 211 per spec. (No Change)
- Add Oel stop 10-336 x 630 @ 311 (Add \$ 53.00)

Heading 27: Doors 014, 217, 235, 246, 265, 319, 337, 410

Add \$ 70.00

- Doors 014, 235, 246 to remain as scheduled (No Change)
- Change closers to 281-PS with stop arm @ 217, 265, 319, 337, 410 (Add \$ 70.00)

Heading 27.1: Doors 048, 619

Add \$ 26.00

Change closers to 281-PS with stop arm

Heading 39.A: Doors 335A, 339A, 424A

Add \$ 3,358.00

- Delete push & pull plates (fire rated doors) (Deduct \$ 162.00)
- Add (3) 10-12-19-PP-8611-F-ETB-LHR 321 (Add \$ 2,070.00)
- Add (3) 12-18-PR-8610-F-ETB-LHR 321 (Add \$ 2,010.00)
- Add for CVR preps to wood doors (Add \$ 1,440.00)

Heading 33: Doors 22A, 37A

(Deduct \$ 168.00)

- No key switches required - no cylinders required
- Delete mortise cylinders (Deduct \$ 168.00)
- Pushbuttons / prox. readers by others

Heading 36: (Add) Door 424F

Add \$ 476.00

- Add (3) Hinges T42714 = 1/2" x 4 1/4" 26D (Add \$ 56.00)
- Add (3) Exit Device 12-16-19-8810-F 32D (exit only) (Add \$ 330.00)
- Add (1) Closer 281-0 FM (Add \$ 95.00)
- Add (3) Kickplate 8 x 34 32D (Add \$ 14.00)
- Add (1) Wall Stop 409 32D (Add \$ 3.00)
- Add (3) Silencers 509 (No Charge)

Heading SH41: Door 17B

Add \$ 44.00

- Add (1) DPS #MS-2049F

* Heading SH42: Doors 20A, 20B, 21A, 21B

(Deduct \$ 566.00)

- Delete electric strikes - Intercoms not being used (Deduct \$ 392.00)
- Delete Power Supply (Deduct \$ 240.00)
- Add (4) DPS #MS-2049F (Add \$ 175.00)
- Delete closer (2) #31A only (Deduct \$ 110.00)

Heading SH43: Door 507

(Deduct \$ 405.00)

- Change lockset to #204 (storeroom function) (Deduct \$ 125.00)
- Change elec. Hinge to non-elec (Deduct \$ 100.00)
- Delete Power Supply (Deduct \$ 240.00)

Heading SH43.1: Doors 404B, 406B

Add \$ 172.00

- Change hands to RH (404B) and LH (406B) (No Charge)
- Change lock function to #272, double cylinder, fail safe (wired to P.A. system) (Add \$ 84.00)
- Add (2) DPS #MS-2049F (Add \$ 88.00)

15

Heading SH44: Door 214B

(Deduct \$ 44.00)

- • Change lockset to 8217 (No Charge)
- • Delete (1) DPS #MS-2049F (Deduct \$ 44.00)

Heading SH44.1: Door 314A, 314B

(Deduct \$ 88.00)

- • Change lockset to 8217 (No Charge)
- • Delete (2) DPS #MS-2049F (Deduct \$ 88.00)

Heading SH44.2: Door 214A, 414

(Deduct \$ 88.00)

- • Change lockset to 8217 (No Charge)
- • Delete (2) DPS #MS-2049F (Deduct \$ 88.00)

Heading SH45: Doors 027, 029

(Deduct \$ 88.00)

- • Delete (2) DPS #MS-2049F

Heading SH46: Doors 21B, 37B

Add \$ 305.00

- • Change lockset to 8217 @ 21B (Add \$ 42.00)
- • Change lockset to exit device 19-3813-P-32 (exit only) @ 37B (Add \$ 176.00)
- • Add (2) DPS #MS-2049F (Add \$ 87.00)

Heading SH47: Door 028

No Change

- • (1) Elec. Hinge required
- • (2) DPS # MS-2049F required per spec.
- • Elec. Lockset 8371 to be ordered by alarm panel

General Notes:

- All electric hardware to be 24VDC
- All security doors to be model 281-851, parallel arm
- All exit devices to have 19 prefix (no plastic components on push bars)

* Lite Kits (per Security Memo dated 02-21-02)

Add \$ 1,745.00

- Doors 17A, 17B, 21B, 214A, 214B, 314A, 314B, 414
- Doors 17A, 17B and 21B are Hollow Metal - Lite Kits by HM supplier
- Doors 214A, 214B, 314A, 314B and 414 - Add for (5) Lite Kits 8" x 12" with steel security sliding door model # 8G-10-SSD (Add \$ 1,745.00)
- Sliding door opens for "full view" through lite kit (Visible Area = 5 1/2" x 9 1/2")

Cincinnati Systems Incorporated
 107 LeGrand Boulevard
 Greenville, South Carolina 29607 ...since 1960

S.C. (864) 232-6473
 M.C. (704) 258-9958
 FAX (864) 232-3535

QUOTATION

DATE March 11, 2002

TO: MB Kahn Construction Company, Incorporated
 Post Office Box
 Greenville, South Carolina 29604

PROJECT: Oconee County Courthouse
 Parking Control Equipment
BARRIER GATE

ATTN: Mr. Dale Goldman

Prices are for equipment as listed only. Applicable shipping charges will be prepaid by Cincinnati Systems, Incorporated and added to the price. Wiring diagrams and instructions for installation when necessary or upon request. Berneke of conditions beyond our control, this quotation is effective only for a period of FORTY (40) days from the above date. Taxes now in effect or to be levied on any sale based on this quotation may be added to the price, unless specifically provided for in this quotation. Delivery is subject to all causes beyond our control, or warehouse closure, and also in addition subject to strike, accident, and failure of raw materials supplies. **TERMS:** Net upon completion of work. No cash discounts for prepayment. Any order based on this quotation shall be subject to approval and acceptance by Cincinnati Systems Incorporated, 107 LeGrand Boulevard, Greenville, S.C. 29607.

QUANTITY	TYPE	DESCRIPTION
1	AGP-1711	Arango-Cincinnati Barrier Gate
1	AL-12	12' Aluminum Gate Arm
2	D-TEK	Digital Vehicle Detector
1	L-6	Overize Vehicle Loop - OPEN / SAFETY
1	L-6	Overize Vehicle Loop - CLOSE / SAFETY
1	LOT	Miscellaneous Hardware

Sub-Total Equipment	4078.00
Programming, installation, training	750.00
Freight	65.00
SC State Sales Tax (6%)	244.68
TOTAL	5137.68

ADDS/DEDUCTS:

A) Substitute Magnette Auto brand of high-end Barrier Gate with 10' Octagonal Boom and Auto-Open under power failure feature ADD 360.00

Installation: The above prices includes installation of the above listed equipment by CSI after all concrete, electrical conduits, wiring, control devices, etc. is furnished and installed by other.

Warranty: One year parts and labor Warranty-Hardware

Delivery: Please allow 2 to 4 weeks for equipment delivery.

Other: No bid bonds are included.

Thank you!

 BARRY S. WELBORN

Purchase Order Number

AUTHORIZED BY:

GRAYCODetention Equipment

inc.

Fax

Name: Dale Goldman
Organization: M.B. Kahn Construction
Phone: 864.277.9105
Fax: 864.299.0993
From: Jay Kopp
Date: 12-27-01
Subject: Reference - Oconee County Courthouse - Indication Switch For Track / Hanger Set
Pages: 2 **Note our new address, phone and fax numbers below**

Dale,

Attached is a cut from the Folger Adam parts catalog showing the switch and its location.

Your cost to add this would be \$ 153.00 for each track / hanger set.

*One position Switch / integral
to track/dance*

Feel free to call me with any questions.

Best regards,

Jay Kopp

Jay Kopp
Operations Manager

Grayco Detention Equipment
820C Sandy Lane (PO Box 15128)
Surfside Beach, SC 29587

(P) 843.828.4146
(F) 843.828.4756
(E-MAIL) jayk@scocoast.net

Quantity	Unit	Item	Material Unit	Total Material	Labour Unit	Total Labour	Material Unit	Total Material	Total
2 Ea		Sheet 2 Reinforce doors	N/C		N/C		N/C		
2 Ea		Deck Table stainless - casework							
2 Ea		Deck Worktable - casework							
2 Ea		Drainage Gully - 14x14 Slabcrete							
4.0 Lf		And Wall section							
1 Ea		Add Door							
80 Sf		Paint wall							
1 Ea		Paint door/frame							
8 Lf		Sheet 1 Remove Wall/m 282/288							
8 Lf		Remove Wall/m 220/221							
2 Ea		Decking Cours							
2 Ea		Paint wall							
2 Ea		Paint door/frame							
5 Ea		Sheet 4-7 Bridge Reinforce Deck 240, 280, 320, 320, 424							
1 Ls		Finishing Costs							
10 Mt		Estimating/Proj. costs							
Subtotal									
Payroll Taxes and Insurance/Retire - 15.65% bond									
Subtotal									
Overhead/Profit 15.7%									
Subtotal									
Bond									
Total									

PO Box 580 Greer SC 29652
864 877-0706 864 879-2050 Fax

SATTERFIELD
WOODWORKING, INC.
Transmittal

Fax

To:	Dale Goldman	From:	A. Wayne Satterfield
Fax:	864 266-0993	Pages:	1
Company:	M.E. Kahn Auto division	Date:	03/12/02
Re:	Oconee County Courthouse	CC:	file

Urgent For Review Please Comment Please Reply Please Reply In

* Comments

Dale, per your request, I offer the following:

- To delete the teller stations and the computer work stations, deduct \$1,550.00.
- To modify the recorders desk, add \$1,260.00.
- Total deduct is \$280.00

If you have any questions, please don't hesitate to call.

Thanks,

Wayne



133 South Forest Street • Spartanburg, South Carolina 29308
Telephone (803) 583-8200 • Fax (803) 583-8466
1 (800) 669-4583

JOB ESTIMATE

Mustan Kapal, Contract Sales

Name _____ Date 3-12-02

Job Name / Location Oconee County Courthouse

No. _____

ATT. Date _____

JOB DESCRIPTION

Deduct 2 windows (bullet proof glass) at feller station #121

deduct

\$ 690.00

If general contractor or owner request to be shown as additional insured, there will be an increase of \$25.00 to the amount of this estimate.

THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE WEATHER CONDITIONS RISE AFTER THE WORK HAS STARTED.

ESTIMATED JOB COST

ESTIMATED BY


Mustan Kapal

Description of Agenda Item:

Discussion and possible action regarding proposed changes to Consent Order #95-CP-37-48.

Robert Banks, Airport Director
Ed Byars, Eagle Ridge Airport

The above number consent order was agreed upon and signed on June 14, 1994. The Consent Order placed certain restrictions upon the operation of the Eagle Ridge Airport, some of which are excessive. Since that time, Eagle Ridge has strictly complied with the operating limitations and has had no incidents whatsoever involving safety. Furthermore, the existence of Eagle Ridge Airport has had no ill effect on the Oconee County Regional Airport. In fact, all owners of aircraft at Eagle Ridge frequently land at the Oconee County Regional Airport to purchase fuel, maintain their aircraft, and purchase aircraft supplies either from the FBO or the Maintenance Facility.

Several months ago, I met with Ed Byars, President of the Eagle Ridge Property Owners Association to discuss the relationship between Oconee County Regional Airport and Eagle Ridge. Ed explained that many of the operating limitations in the Consent Order were too restrictive and punitive in nature. I wholeheartedly agreed. Furthermore, it appeared to me that Oconee County was overriding the FAA's authority by regulating airspace in the Consent Order.

I agreed to meet with the Aeronautics Commission to discuss any possible changes to the Consent Order. I presented them with a list of items that Mr. Byars and myself had agreed upon. They unanimously agreed, and suggested that we go forth with making these changes. I contacted Brad Norton, County Attorney, and asked him to take a look at the proposed changes. No opinion to the contrary was given, so I proceeded to send a letter to the South Carolina Division of Aeronautics requesting that they take a look at the proposed changes and give us an official opinion. After consulting with the FAA, the SCDOA requested to meet with Mr. Byars and myself to negotiate the changes. We settled on the attached changes, which were agreeable with the FAA. Once again, I asked the Aeronautics commission to offer their input, and they unanimously agreed with the revised changes.

I respectfully recommend that Oconee County make these changes official by amending the Consent Order in the official record.

OCONEE COUNTY REGIONAL AIRPORT

**365 Airport Rd.
Seneca, SC 29678**

**(864)882-2959
FAX (864)888-4803**

May 2, 2001

Mr. Brad Norton, County Attorney
339 Bypass 123
P.O. Box 698
Seneca, SC 29679

Dear Brad,

The homeowners and pilots of Eagle Ridge Airport, also known as Edon, Inc. Eagle Ridge Pilots Association, have contacted me concerning the Consent Order (95-CP-37-48) issued by The Honorable Frank Eppes on April 27, 1995. The nature of my discussions with them has revolved around the consensus that many of the requirements of the order are burdensome to the effective operation of Eagle Ridge Airport. As you may be aware, the consent order compels the owners of Eagle Ridge to comply with 29 separate stipulations, as set forth by the Oconee County Council and Oconee County Airport Commission.

At the time that this Consent Order was signed, the Supervisor of Oconee County and the owners of Eagle Ridge Airport were in a dispute as to the legality of locating an airport within a short distance from the Oconee County Regional Airport. In an effort to resolve the situation, Eagle Ridge agreed to abide by these aforementioned stipulations, which ultimately allowed the airport to operate in conjunction with Oconee County Regional Airport.

Since being contacted by the owners, I have reviewed the stipulations and have found many of them to be punitive in nature. A few of the stipulations are even in conflict with the Federal Aviation Regulations governing aircraft operations. It is important to note, however, that both parties agreed to this order.

Eagle Ridge Airport and Oconee County Regional Airport have operated jointly since May of 1995. These six years of operation have been satisfactory and harmonious. There has been no hint of any type of problem, incident, or accident involving the joint operation. No hint of any objection in regards to the operation of Eagle Ridge Airport from any quarter has been heard. It has been the consensus of the airport management that Eagle Ridge has complied strictly with the Consent Order.

Mr. Brad Norton
May 2, 2001
Page two

The owners of Eagle Ridge Airport and myself have met to discuss which stipulations should be kept in order to safely operate both airports. Removing the bulk of the stipulations will also remove Oconee County from the business of legislating and dictating air traffic rules and safety, the possible liability associated therewith, and leaving the regulation of airspace to the rightful responsibility of the FAA and the South Carolina Division of Aeronautics. The following stipulations were mutually agreed upon:

1. All operations will be in strict accordance with all applicable Federal Air Regulations (FAR's).
2. Operations at Eagle Ridge will be Day VFR only.
3. Eagle Ridge air traffic patterns for runways 05 and 23 will remain on the north side of the airstrip.
4. Oconee County Regional air traffic patterns for runways 07 and 25 will remain on the south side of the airport.
5. Operations at Eagle Ridge during times of special or increased activity at Oconee County Regional Airport, such as athletic events and other occasions, will be coordinated with the Oconee County Regional Airport Manager.
6. All aircraft operations to and from Eagle Ridge shall announce their intentions on the CEU UNICOM frequency (122.7 MHz).

I respectfully ask that you review the attached Consent Order, along with the above recommendations, to determine whether or not this would be considered fair and reasonable. After review, please contact me so that we may forward our recommendations on to the South Carolina Division of Aeronautics for further review.

Your assistance in matters involving the Oconee County Regional Airport is always appreciated. If I can assist you in any way, please feel free to call.

Sincerely,



Robert D. Banks
Airport Director

Attachment

cc: Ann Hughes, Supervisor
Marion Lyles, Oconee County Council
Ed "Doc" Byars, Eagle Ridge Airport

OCONEE COUNTY REGIONAL AIRPORT

**365 Airport Rd.
Seneca, SC 29678**

**(864)882-2959
FAX (864)888-4803**

May 21, 2001

Paul Werts, State Airport Planner
S.C. Dept of Commerce, Div. of Aeronautics
P.O. Box 280068
Columbia, SC 29228-0068

Dear Paul,

As previously mentioned, I have met with the owners of Eagle Ridge Airport to discuss the Consent Order (95-CP-37-48), and further determined that Oconee County and the owners of Eagle Ridge Airport desire to amend the above mentioned consent order.

Eagle Ridge Airport and Oconee County Regional Airport have operated jointly since May of 1995. These six years of operation have been satisfactory and harmonious. There has been no hint of any type of problem, incident, or accident involving the joint operation. It has been the consensus of the airport management and the Aeronautics Commission that Eagle Ridge has complied strictly with the consent order.

The owners of Eagle Ridge Airport, the Oconee County Attorney, and myself have discussed at great length which of the original 29 stipulations should be kept in order to safely operate both airports. Removing the following stipulations will result in removing Oconee County from the business of legislating and dictating air traffic rules and safety, the possible liability associated therewith, and leaving the regulation of airspace to the rightful responsibility of the FAA and the South Carolina Division of Aeronautics. The following stipulations were mutually agreed upon:

1. All operations will be in strict accordance with all applicable Federal Air Regulations (FAR's).
2. Operations at Eagle Ridge will be Daytime VFR only.
3. Eagle Ridge traffic patterns for runway 5 and 23 will remain on the north side of the airstrip.
4. Runway 23 is the preferred runway at Eagle Ridge Airport unless wind conditions prohibit its use. As soon as possible after takeoff on runway 23, aircraft will turn right to a heading of 260 while climbing to 500' AGL. Aircraft will remain at 500' AGL for at least one (1) mile.
5. When using runway 05 at Eagle Ridge, as soon as possible after takeoff, aircraft will turn to a heading of 320 while climbing to 500' AGL. Aircraft will remain at 500' AGL for at least one (1) mile.

6. Oconee County Regional air traffic patterns for runway 07 and 25 will remain on the south side of the airport.
7. Operations at Eagle Ridge Airport during times of special or increased activity at Oconee County Regional Airport will be coordinated with the Oconee County Regional Airport manager.
8. All aircraft operations to and from Eagle Ridge shall announce their intentions on the CEU UNICOM frequency (122.70 MHz).
9. Except during declared emergencies, CEU traffic has the right-of-way.
10. These provisions cannot be altered without the express written consent of the South Carolina Division of Aeronautics.
11. These provisions take effect immediately and are binding on all aircraft operating at Eagle Ridge Airport.
12. These conditions, determinations and opinions are based on conditions at Eagle Ridge Airport as they exist today. They are subject to review every other year and can be withdrawn should there be a major change in the conditions at either Eagle Ridge Airport or CEU.

Please indicate whether or not these amendments meet with your approval. As always, if you have any questions, please feel free to call.

Sincerely,



Robert D. Banks
Airport Director

cc: Ann Hughes, Supervisor / Chairperson
Ed Byars, Eagle Ridge Airport
Brad Norton, County Attorney



Jim Hodges
Governor

SOUTH CAROLINA
DEPARTMENT OF COMMERCE

Charles S. Way, Jr.
Secretary

August 28, 2001

Ms. Laura Breeding
Atlanta Airports District Office
Campus Building
1701 Columbia Ave. Suite 2-260
College Park, GA 30337-2747

Re: Eagle Ridge Airport, Clemson, SC

Dear Laura:

Consent Order 95-CP-37-48 (Attachment No. 1) became effective in June 1994 and listed special provisions for operations at Eagle Ridge Airport. Oconee County Airport management and the Oconee County Aeronautics Commission agree that the sponsor of Eagle Ridge Airport has complied faithfully with the provisions of the Order.

In view of the fact that Eagle Ridge Airport and Oconee County Regional Airport have operated jointly since 1994 with no problems that would jeopardize aviation safety, Oconee County and the owners of Eagle Ridge Airport desire to amend the Order and have proposed changes to the conditions and procedures as outlined in Attachment No. 2.

On August 22, 2001, the S.C. Division of Aeronautics met with representative of Oconee County Regional Airport and Eagle Ridge Airport and reviewed the proposed changes to the conditions and procedures. We find that these changes provide an equivalent level of safety in the vicinity of both airports as they presently exist. All parties understand that the Order must be officially modified in the public record.

Your review and concurrence is requested and appreciated. Should you have any questions, please advise.

Yours truly,

I. E. Coward II
Director

Attachments:

Cc: Charles S. Way, Jr., SCDoc
Karen Manning, SCDoc
Robert Banks, Oconee Regional Airport
Ed Byars, Eagle Ridge Airport



TEAM SOUTH CAROLINA
We perform. You win.

ATTACHMENT #1
STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

BEFORE THE SOUTH CAROLINA
AERONAUTICS COMMISSION

IN THE MATTER OF:

HIDDEN GLEN AND GLENCO,
INC., r/x/a EAGLE RIDGE
AND EDON, INC.,

CONSENT ORDER

FILED
CLERK OF COURT
AUG 27 9 20 AM '92

This matter came before the South Carolina Aeronautics Commission by way of a Notice dated August 5, 1992, as a result of problems that exist in connection with the airport or landing field of Eagle Ridge, formerly known as Hidden Glen and Edon, Inc., formerly known as Glenco, Inc., in relation to the Clemson-Oconee County Airport. It appears that the parties to this proceeding, as indicated by their consents set forth below, have agreed to special provisions for operations at Eagle Ridge Airport. As a result, the parties waive the hearing before the Aeronautics Commission originally set forth in the referenced Notice.

The Aeronautics Commission finds that the Director, Division of Aeronautics, Department of Commerce, and representatives of Eagle Ridge Airport and Edon, Inc., have consented to the issuance of the following Order by the Commission, which Order is hereby issued:

The South Carolina Aeronautics Commission has no objection to the establishment of the Eagle Ridge Airport in Oconee County, South Carolina provided the following conditions and procedures are adopted and maintained:

[Handwritten signatures]

1. No fly-ins, air shows, or special aviation events will be permitted at the Eagle Ridge Airport.

2. Runway 23 is the preferred runway at the Eagle Ridge Airport unless wind conditions prohibit its use. As soon as possible after takeoff on Runway 23, turn right to a heading of 260° while climbing to 500 AGL. Remain at 500 AGL at least one mile.

3. When using Runway 05 for departures, as soon as possible after takeoff, turn left to a heading of 320° while climbing to 500' AGL. Remain at 500' AGL for at least one mile.

4. No dual instruction is permitted at Eagle Ridge Airport.

5. No touch and go traffic is permitted at Eagle Ridge Airport.

6. No operations are permitted at Eagle Ridge Airport on Clemson home football game days, during special events at CEU Airport, or when notified by the South Carolina Division of Aeronautics.

7. All aircraft operating to and from Eagle Ridge Airport must have an operational VHF radio and must inform CEU of their intentions on the appropriate unicom frequencies.

8. No operations will be permitted at Eagle Ridge Airport unless the weather as reported on the Automated Surface Observation System (ASOS) at CEU is at least 1500' AGL and visibility is at least 3 miles.

9. Arriving aircraft at Eagle Ridge Airport using Runway 05 will use a left base entry only. Arrivals using Runway 23 will use a right downwind entry only.

10. A listing of all aircraft based at Eagle Ridge Airport showing the owners name and other pertinent information must be maintained and current at all times at the South Carolina Division of Aeronautics. Any changes in property ownership to include aircraft will be made available to the South Carolina Division of Aeronautics.

11. No air craft larger than 6000 lbs. maximum takeoff weight will be permitted to operate at Eagle Ridge Airport.

12. No operations will be permitted at Eagle Ridge Airport from one hour before official sunset to one hour after official sunrise.



13. No future expansion of the existing runway facilities at Eagle Ridge will be permitted.

14. No instrument approaches or operations will be permitted at Eagle Ridge Airport.

15. No transit operations will be permitted at Eagle Ridge Airport.

16. The sponsor of the Eagle Ridge Airport will be responsible for painting and maintaining a Circle "R" at each end of the runway.

17. Upon notification of a violation of these special provisions by the South Carolina Division of Aeronautics, flight operations at Eagle Ridge will terminate immediately until such time as an investigation is completed.

18. Except during a declared emergency, CEU traffic has the right of way.

19. When reasonable, all aircraft operating at Eagle Ridge must have an operating rotating beacon and operating landing/taxi lights when operating within 5 nautical miles of Eagle Ridge Airport.

20. No operations are permitted at Eagle Ridge Airport when three or more aircraft are operating in the pattern at CEU.

21. Unless landing or taking off at CEU, all aircraft inbound or departing Eagle Ridge Airport will circumnavigate the CEU Airport by at least five nautical miles.

22. These provisions cannot be altered without the express written consent of the South Carolina Division of Aeronautics.

23. These provisions take effect immediately and are binding on all aircraft operating at Eagle Ridge Airport.

24. Each participating property owner at Eagle Ridge Airport must acknowledge receipt of these special provisions by signed affidavit to be maintained on file at the South Carolina Division of Aeronautics.

25. These conditions, determinations and opinions are based on conditions at Eagle Ridge Airport and CEU as they exist today. They are subject to review every other year and can be withdrawn should there be a major change in the conditions at Eagle Ridge Airport or CEU.

26. CEU Airport agrees to restrict their traffic pattern to right-hand traffic for Runway 07 and left-hand traffic for Runway 25.

27. The sponsor at Eagle Ridge Airport will provide for the CEU Airport, a lighted Segmented Circle Airport Marking System in accordance with FAA Advisory Circular No. 150/5313-40-55 to alert pilots using the CEU Airport of the non-standard traffic pattern.

28. No operations will be conducted at Eagle Ridge Airport until all provisions of this agreement have been met and notice of the CEU non-standard traffic pattern has been published in all appropriate publications.

29. All takeoffs originating at the Eagle Ridge Airport must be conducted using no less than the entire available runway length. No mid-field takeoffs are permitted.

Upon acceptance of these conditions for operation, the Department of Commerce, Division of Aeronautics will add the Eagle Ridge Airport to the inventory of airports in South Carolina, show it on the aeronautical chart as a restricted use airport, place a permanent Notam in the FAA Notams System under CEU denoting the airport and its activity, and add information pertaining to its existence in the appropriate airport directory publication.

In making the determination, the Department of Commerce, Division of Aeronautics has considered matters such as the effect the proposal would have on existing or contemplated traffic patterns of neighboring airports, the effects it would have on the existing airspace structure and projected programs of the FAA, and the effect that the existing or proposed manmade objects on file with the FAA and natural objects within the affected area would have on any airport proposal. This determination in no way preempts or waives an ordinance, laws, or regulations of any other governmental body or agency.

The Department of Commerce, Division of Aeronautics can evaluate proposed construction in the vicinity of airports to determine if structures would be a hazard to air navigation. The Department of Commerce, Division of Aeronautics recommends that reference be made to FAA Advisory Circular 5300-13, "Airport Design," to establish an acceptable level of safety. Federal Aviation Regulations, Part 77 and Advisory Circular 150/5300-13, define certain imaginary surfaces around runways which should be maintained clear of obstructions. Of prime importance, the runway approaches should have a 20:1 approach surface that is clear of all obstructions. The ends of the runway should be a minimum of 500 feet from nearby roads, so that a minimum clearance of 15 feet may be obtained between

the roadway surface and the 20:1 approach surface to the runway. In addition, the centerline of the runway should be located at least 250 feet from nearby roads, so that a minimum clearance of 15 feet may be obtained between the road surface and a 7:1 transitional surface for the runway. If the roadway elevation is higher than the runway elevation, these minimum distances should be increased to provide the 15-foot vertical clearance above the roadway surface.

If there are obstructions that penetrate a clear 20:1 approach slope surface that cannot be removed, or lowered, the Department of Commerce, Division of Aeronautics recommends that the runway threshold be displaced, and appropriately marked, so as to provide clear 20:1 approaches to each runway threshold.

Section 55-5-120 of the Code of the State of South Carolina provides that certain airport obstructions or alterations require a written permit prior to construction. The permit may be obtained from the State of South Carolina Department of Commerce, Division of Aeronautics.

The South Carolina Aeronautics Commission finds that the adoption of the above conditions and procedures will provide an equivalent level of safety in the vicinity of the Clemson-Oconee Airport as currently exists.


ALL PREVIOUS ORDERS ISSUED BY THE COMMISSION IN THIS MATTER ARE HEREBY SUPERSEDED.

AND IT IS SO ORDERED.

SOUTH CAROLINA AERONAUTICS COMMISSION

By: 

JIMMIE L. HAMILTON
CHAIRMAN


Robert W. Williams, Jr., Vice Chairman


Edwin S. Pearlstine

(Signatures continued on next page)

Ralph F. Schmidt
Ralph F. Schmidt

Edsel J. "Coupe" De Ville

W. Richard McClellion

Columbia, South Carolina

6-14, 1994.

WE CONSENT:

Joseph J. Saleeby
Joseph J. Saleeby, Director
Division of Aeronautics
Department of Commerce

Edward F. Byars
E. F. Byars, President
Edon, Inc.

Edward F. Byars
E. F. Byars, President
Eagle Ridge Property Owners Association

Handwritten initials/signature

**EAGLE RIDGE AIRPORT
CONSENT ORDER 95-CP-37-48
SPECIAL PROVISIONS FOR OPERATIONS
(Revised August 2001)**

1. No fly-in, air shows, or special aviation events will be permitted at the Eagle Ridge Airport.
2. Runway 23 is the preferred runway at the Eagle Ridge Airport unless wind conditions prohibit its use. As soon as possible after takeoff on Runway 23, turn right to a heading of 260° while climbing to 500' AGL. Remain at 500' AGL at least one mile.
3. When using Runway 05 for departures, as soon as possible after takeoff, turn left to a heading of 320° while climbing to 500' AGL. Remain at 500' AGL for at least one mile.
4. No dual instruction is permitted at Eagle Ridge Airport. **Revise to read: No commercial flight operations, including dual instruction for hire, are permitted at Eagle Ridge Airport.**
5. No touch and go traffic is permitted at Eagle Ridge Airport. **Delete.**
6. No operations are permitted at Eagle Ridge Airport on Clemson home football game days, during special events at CEU Airport, or when notified by the South Carolina Division of Aeronautics. **Revise to read: Operations at Eagle Ridge airport during Clemson home football game days, during special events at CEU Airport, or at times of increased activity at CEU Airport will be coordinated in advance with the CEU airport manager. Aircraft operations are permitted only on Runway 23 and in accordance with Item 2.**
7. All aircraft operating to and from Eagle Ridge Airport must have an operational VHF radio and must inform CEU of their intentions on the appropriate Unicom frequencies. **Revise to read: All aircraft operating to and from Eagle Ridge Airport must have an operational VHF radio and must inform CEU of their intentions on the appropriate CTAF/Unicom frequencies.**
8. No operations will be permitted at Eagle Ridge Airport unless the weather as reported on the Automated Surface Observation System (ASOS) at CEU is at least 1500' AGL and visibility is at least 3 miles. **Revise to read: No aircraft operations will be permitted at Eagle Ridge Airport unless the ceiling is at least 1200 feet above ground**

level (AGL) and the visibility is at least 3 statute miles as reported by the Automated Surface Observation System (ASOS) at CEU.

9. Arriving aircraft at Eagle Ridge Airport using Runway 05 will use a left base entry only. Arrivals using Runway 23 will use a right downwind entry only.
10. A listing of all aircraft based at Eagle Ridge Airport showing the owners name and other pertinent information must be maintained and current at all times at the South Carolina Division of Aeronautics. Any changes in property ownership to include aircraft will be made available to the South Carolina Division of Aeronautics. **Delete first sentence. Revise 2nd sentence to read: Any changes in property ownership to include aircraft will be made available to the South Carolina Division of Aeronautics upon request.**
11. No aircraft larger than 6,000 lbs. Maximum takeoff weight will be permitted to operate at Eagle Ridge Airport.
12. No operations will be permitted at Eagle Ridge Airport from one hour before official sunset to one hour after official sunrise. **Revise to read: No aircraft operations will be permitted at Eagle Ridge Airport from official sunset to official sunrise.**
13. No future expansion of the existing runway facilities at Eagle Ridge will be permitted.
14. No instrument approaches or operations will be permitted at Eagle Ridge Airport.
15. No transit operations will be permitted at Eagle Ridge Airport. **Revise to read: No transient operations will be permitted at Eagle Ridge Airport without the permission of and coordination with the sponsor of the Eagle Ridge Airport.**
16. The sponsor of the Eagle Ridge Airport will be responsible for painting and maintaining a Circle "R" at each end of the runway.
17. Upon notification of a violation of these special provisions by the South Carolina Division of Aeronautics, flight operations at Eagle Ridge will terminate immediately until such time as an investigation is completed.
18. Except during a declared emergency, CEU traffic has the right of way. **Revise to read: Except during an emergency, CEU traffic has the right of way.**

19. When reasonable, all aircraft operating at Eagle Ridge must have an operating rotating beacon and operating landing/taxi lights when operating within 5 nautical miles of Eagle Ridge Airport.
20. No operations are permitted at Eagle Ridge Airport when three or more aircraft are operating in the pattern of CEU. **Revise to read: Aircraft operations are permitted only on Runway 23 and in accordance with Item 2 when three or more aircraft are operating in the traffic pattern of CEU.**
21. Unless landing or taking off at CEU, all aircraft inbound or departing Eagle Ridge Airport will circumnavigate the CEU Airport by at least five nautical miles. **Revise to read: Unless landing or taking off at CEU, all aircraft landing or departing Eagle Ridge Airport will circumnavigate CEU Airport by at least three nautical miles.**
22. These provisions cannot be altered without the express written consent of the South Carolina Division of Aeronautics.
23. These provisions take effect immediately and are binding on all aircraft operating at Eagle Ridge Airport.
24. Each participating property owner at Eagle Ridge Airport must acknowledge receipt of these special provisions by signed affidavit to be maintained on file at the South Carolina Division of Aeronautics.
25. These conditions, determinations and opinions are based on conditions at Eagle Ridge Airport and CEU as they exist today. They are subject to review every other year and can be withdrawn should there be a major change in the conditions at Eagle Ridge Airport or CEU.
26. CEU Airport agrees to restrict their traffic pattern to right-hand traffic for Runway 07 and left-hand traffic for Runway 25.
27. The sponsor at Eagle Ridge Airport will provide for the CEU Airport, a lighted Segmented Circle Airport Marking System in accordance with FAA Advisory Circular No. 150/5333-40-5B to alert pilots using the CEU Airport of the non-standard traffic pattern. **Revise to read: CEU will maintain the lighted Segmented Circle Airport Marking System to alert pilots using the CEU Airport of the non-standard traffic pattern.**
28. No operations will be conducted at Eagle Ridge Airport until all provisions of this agreement have been met and notice of the CEU



U.S. Department
of Transportation
Federal Aviation
Administration

RECEIVED

DEC 14 2001

S.C. DEPT. OF COMMERCE
DIV. OF AERONAUTICS

JL I.E.G.
 AIRPORT DEV.
 FLT. OR
 AIRPORT MAINTENANCE

Atlanta Airports District Office
1701 Columbia Avenue, Campus Building
Atlanta, Georgia 30337-2747
Phone: (404) 305-7150 Fax: (404) 305-7155

December 11, 2001

Mr. Ira "Bud" E. Coward, III
Director, Division of Aeronautics
South Carolina Department of Commerce
Post Office Box 280068
Columbia, South Carolina 29228-0068

Dear Mr. Coward

Per your letter dated August 28, 2001, we reviewed the proposed changes to the conditions and procedures for the Eagle Ridge Airport under Aeronautical Study Number 01-ASO-139-NRA. We have no objections to the Special Provisions for Operations for Eagle Ridge Airport as contained in Consent Order 95-CP-37-48, revised August 2001.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Jim M. Kyren

Manager of Airport Programs



received
12-27-01

Jim Hodges
Governor

SOUTH CAROLINA
DEPARTMENT OF COMMERCE

Charles S. Way, Jr.
Secretary

December 21, 2001

Mr. Robert Banks, Manager
Oconee County Regional Airport
365 Airport Road
Seneca, SC 29678

Re: Eagle Ridge Airport, Clemson, SC


Dear Robert:

Attached is the reply from FAA Atlanta Airports District Office regarding proposed changes to the conditions and procedures for the Eagle Ridge Airport as outlined in our letter dated August 28, 2001. They have no objections to the proposed changes.

The Consent Order 95-CP-37-48 should now be modified in the public record by Oconee County.

If we can be of further assistance, please advise.

Yours truly,


I. E. Coward, II
Director

Cc: Charles S. Way, Jr.
Karen B. Manning, Esquire
Ed Byars, Eagle Ridge Airport

Attachment



TEAM SOUTH CAROLINA
We perform. You win.

Description of Agenda Item:

Discussion and possible action regarding payment of Impact Fees to the City of Seneca and the Oconee County Sewer Commission as a result of the Newry Sewer and Water Upgrade Project

Robert Banks, County Engineer

As a result of the Newry Sewer and Water upgrades, the City of Seneca along with the Oconee County Sewer Commission has billed Oconee County \$36,000 each (\$72,000 Total). Since the sewer lines will now be operated by the City of Seneca and will now be treated at the OCSC Coneross Creek Wastewater facility, one time fee has been assessed using the following calculations.

120 Units X \$300/unit = \$36,000 (City of Seneca)
120 Units X \$300/unit = \$36,000 (OCSC)

It is my understanding that these fees cannot and will not be waived.



Oconee County Sewer Commission

623 Return Church Road • Seneca, South Carolina 29678
Phone: 864-972-3900 • Fax: 864-972-3917

April 3, 2002

Mr. Robert Banks
Oconee County Engineer
415 S. Pine Street
Walhalla, SC 29691

RE: Newry Sewer Impact Fees

Dear Robert,

This letter follows approval by the Sewer Commission on Monday, April 2, 2002, to invoice the county for Impact Fees associated with the Newry Sewer Project. Mr. Alan Pope of Goldie & Associates requested that the invoice be forwarded to you and include 117 residences, 2 churches and 1 post office. These were included in the PER by Goldie & Associates of February 1999, Attachment 6 Hydraulic calculations for sewer.

120 units Total @ \$300.00 = \$36,000.00

This fee is a "one time" fee paid initially for capacity in the Coneross Creek Wastewater Treatment Facility. The check should be made payable to the Oconee County Sewer Commission.

If you need anything further, please call.

Thanks for your cooperation.

Sincerely,

Robert C. Winchester
General Superintendent, OCSC

CC: Commission
Seneca Light & Water

Seneca Light and Water Plant
 P.O. Box 4773
 250 E.N. First Street
 Seneca, SC 29678
 (864) 885-2715
 Fax: (864) 888-0851

INVOICE

#02-004-00

INVOICE FOR:
 Newry Sewer Impact Fees

DATE Apr. 5, 2002

BILL TO:
 Mr. Robert Banks
 Oconee County Engineer
 415 S. Pine St.
 Walhalla, SC 29691

QTY	DESCRIPTION	PRICE	AMOUNT
120	units	300.00	36000.00

TOTAL PARTS 36000.00

SERVICED BY	LABOR DESCRIPTION	HOURS	RATE	AMOUNT

TOTAL LABOR 0.00

COMMENTS	AMOUNT
	36000.00
	0.00
	0.00
TOTAL DUE	\$36,000.00

Please make check payable to: Seneca Light and Water Plant
 Attention: Lib Mills
 P.O. Box 4773
 Seneca, SC 29679

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

RESOLUTION 2002-17

WHEREAS, the Oconee County Council respectfully requests the Oconee County Legislative Delegation to support funding for the Savannah District US Army Corps of Engineers' Savannah River Basin Comprehensive Study; and

WHEREAS, the Savannah River Basin Comprehensive Study costing \$4,000,000 of which \$2,000,000 is to be provided by the US Army Corps of Engineers and \$1,000,000 each is to be provided from the States of South Carolina and Georgia;

NOW THEREFORE, the Oconee County Council hereby requests that the \$1,000,000 contribution from the State of South Carolina be funded in a dedicated account and paid out over a four-year basis to assure proper and continued funding of the Savannah River Basin Comprehensive Study. The dedicated funds will then be paid out on an annual basis to match the contribution of the State of Georgia until the total \$1,000,000 obligation is met.

BE IT FURTHER RESOLVED this action is essential to protect the Savannah River Basin's current and future water resources and its continuing economic development and quality of life.

APPROVED & ADOPTED on first and final reading this 16th day of April 2002.

Arin H. Hughes
Supervisor-Chair
Oconee County Council

Attest:

Opal O. Green
Council Clerk

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

ORDINANCE 2002-08

Oconee County Council, in session duly assembled, hereby adopts and proclaims the following ordinance as hereinafter set forth:

TITLE: "THIS ORDINANCE SHALL BE KNOWN AS AN ORDINANCE TO PROVIDE FOR THE SALE OF SURPLUS STONE, GRAVEL, AND LIKE PRODUCTS BY OCONEE COUNTY AND TO PRESCRIBE THE MANNER OF SUCH SALES AND THE PAYMENT AND ACCOUNTING THEREFORE, AND TO REPEAL ORDINANCE 91-10."

SECTION I: PURPOSE

The governing body of Oconee County recognizes that there is from time to time surplus stone, gravel and related quarry products available for sale at the Oconee County Rock Quarry, and that it is desirable that a method for such sales, priorities of customers seeking to acquire such products, and the method of payment and accounting for such sales be provided.

SECTION II: AVAILABILITY

Only "surplus" gravel, stone, and like products will be available for sale to other parties. By "surplus" is meant excess products after satisfaction of all present and reasonably foreseeable County future needs, including a reasonable stockpile in the event of emergencies, break down of equipment, or unforeseen demand for County purpose. The Supervisor of Oconee County shall be charged with maintaining a sufficient surplus of stone, gravel, and related products to meet the needs of the County, including the stockpile provided for herein, and no such stone, gravel, or other products shall be sold or offered for sale unless the supply available is declared to be surplus by the Supervisor, who shall, as evidence of his declaration of availability, execute in writing an authorization to the person in charge of the County Rock Quarry for the sale of such items, including amounts available as to each of the products that may be offered for sale, and such authorization must be given on a weekly basis, that is, on the first work day of each week in other products available from the preceding weeks' production. In addition thereto, the Supervisor may, when the amount of such products available for resale is limited, impose a limitation as to an amount that a customer may purchase so as to make such products available to the largest number of citizens of the County who may desire to make such purchases as is reasonable and practicable. Notwithstanding any other provision of this Ordinance, request by municipalities of Oconee County for the purchase of stone, gravel, or other related products for the use upon the public streets and roads of such municipalities shall be considered a "County use" of such products and the

Supervisor shall satisfy such requests of the municipalities, as well as that of the County, including a stock pile or reserve, prior to declaring any stone "surplus."

SECTION III: PRIORITIES

When the Supervisor of Oconee County declares the existence of a "surplus" as defined, herein of gravel, stone, and other related products, so that the same may be offered for sale, priority shall be given first to requests of purchase by individual citizens for use on private drives and /or neighborhood roads as is defined by the law of the State of South Carolina; second in priority shall be churches, eleemosynary or charitable institutions and U.S. Forest Service who require such products for the improvements of drives and/or parking facilities of such institutions; third in priority shall be individuals, firms or corporations who desire to employ and use such products for the improvements of commercial lots, drives, parking facilities and newly developed subdivision roads and streets.

SECTION IV: COST

The surplus stone, gravel, or related products shall be offered for sale, priorities established herein for a price not less than "costs" of production thereof as determined by good and accepted accounting practices, plus ten (10%) percent of such "costs." Included in those items which shall be used as factors for determining the "costs" are, but not limited to, the following: depreciation of equipment for a period not exceeding twenty (20) years, to include both depreciation of costs and interest, maintenance, wages and salaries and fringe benefits of quarry employees, a royalty equal 10% per ton of each product sold to recover the costs of land from which the rock is being taken and its depletion; fuel; insurance, and including workmen's compensation for employees; and all other normal "overhead" expenses.

SECTION V: OPERATION OF QUARRY

There shall be kept and maintained a log of all stone, gravel, and related products taken from the Oconee County quarry regardless of the use to which such items and products are consigned. This log shall include the determined weight of the load, employing the available scales for weighing such products; the nature and type of products, if the same is for County use, the designated truck which removes same from the quarry and its destination; and the name of the customer and the customer's classification according to the priority list, if the same is declared to be surplus and sold pursuant to the terms of this Ordinance.

SECTION VI: SALES AND PAYMENT

The sale of stone, gravel, or other related products produced by the Oconee County Rock Quarry to persons, firms, corporations or other governmental entities shall be based upon the availability of the product sought to be purchased according to the priorities established herein and shall be for cash at time of purchase except as follows:

a. The State of South Carolina and/or any political subdivisions or municipalities of the State of South Carolina and the United States Government shall be allowed to purchase stone, gravel, or related products from Oconee County upon such terms and conditions, including cash or credit and according to such procedures as the Supervisor of Oconee County shall from time to time determine.

b. All persons, firms, corporations or other nongovernmental entities within or without the State of South Carolina and all non-federal governmental entities existing outside of the State of South Carolina shall be allowed to purchase stone, gravel or related products for credit upon the following terms and conditions, to-wit:

(i) Prior to being permitted to purchase stone, gravel or other related products from the Oconee County Rock Quarry, the purchaser shall first submit to Oconee County, an application for credit signed by a duly authorized person upon such form or forms as the Supervisor of Oconee County shall from time to time prescribe and shall pay to the Treasurer of Oconee county an application fee of \$50.00. The application shall clearly state the name or names in which the credit account is to be maintained, the Social Security or Federal Identification Number(s) of the person(s) or entities seeking credit and shall list the names and proper mailing addresses and phone numbers of a minimum of five (5) references. One reference must be a bank or lending institution or branch thereof duly chartered and doing business in Oconee County, South Carolina; one reference must be a major credit card company; and three references must be Oconee County business persons or establishments with whom or which the applicant has enjoyed credit for a minimum period of three (3) years. The applicant's credit history shall then be investigated in any manner and through any agencies and/or credit reporting services, which the Supervisor of Oconee County deems appropriate and each credit reference listed shall be checked within forty-five (45) days after receipt of the application. Upon investigation if the applicant's credit history is favorable using the appropriate methods deemed necessary by the Oconee County Supervisor and Oconee County Finance Director the applicant shall be extended credit at the Oconee County Rock Crusher in an amount not to exceed three thousand ~~(\$30,000.00)~~ dollars for purchases made at the Oconee County Rock Quarry between 3:00 p.m. on Friday of one week to 3:00 p.m. on Friday of the following week, at which time payment for all purchases during the period shall be immediately due and payable in full unless the due date is a legal holiday, in which case, the due date shall be the next regularly scheduled work day at the Oconee County Rock Quarry. Any person, firm, corporation or other nongovernmental entity that has purchased a minimum amount of three thousand (\$3,000.00) dollars of stone, gravel, and/or related products from the Oconee County Rock Crusher within the twelve (12) month period immediately preceding the effective date of this Ordinance shall be exempt from the credit application requirements set forth herein and shall be

allowed to immediately purchase quarry products for credit upon the terms and conditions stated.

(ii) Credit purchases may be made in any amount at any time by any person, firm, corporation and/or other nongovernmental entity or non-federal governmental entity existing outside of South Carolina for a period not exceeding thirty (30) days with or without a credit application being filed, provided that prior to purchase, the purchaser furnishes to the Supervisor of Oconee County or his designee an irrevocable letter of credit issued by a duly chartered banking or lending institution doing business in Oconee County, South Carolina, payable to the Treasurer of Oconee County for a minimum term or period of ninety (90) days and containing such other terms as the Supervisor shall determine to be necessary to fully protect Oconee County in the event the purchaser fails or refuses to pay for his/its purchases on the thirtieth (30th) day following purchase; and/or fails or refuses to pay the entire balance due for any and all purchases made sixty (60) days prior to the expiration date of the letter of credit. The amount of credit purchases that may be outstanding at any one time shall not exceed the amount stated and guaranteed by the letter of credit and the term during which credit sales shall be permitted pursuant to the letter of credit shall commence with the effective date of the letter of credit and continue to 5:00 p.m. on the sixtieth (60) day prior to the expiration date thereof.

1. The Oconee County Council shall be furnished a listing quarterly of individuals, firms, corporations, and/or other nongovernmental agencies making application for credit at the Oconee County Rock Quarry and the status of such applications.

SECTION VII: COUNTY EQUIPMENT

All stone, gravel or related products sold pursuant to the terms of this Ordinance, to any person, firm, corporation, or nongovernmental entity shall be hauled and carried away by the purchaser and no County equipment may be used in the transporting of such materials or the unloading of the same at their point of destination.

SECTION VIII: WARRANTIES

All persons, firms, or corporations purchasing surplus stone, gravel or related products from Oconee County shall do so after being informed by appropriate printing on the proof of purchase to be supplied to the Treasurer of Oconee County that such sale is free of any warranty, expressed or implied, as to the fitness, suitability, quality, or character of the product being purchased. In addition, no liability shall attach to the County be reason of damage to any truck or vehicle supplied by the purchaser to haul such

materials occasioned by the negligence of the County or any of its employees, and that such purchaser assume the risk in presenting such vehicle for loading.

SECTION IX: REPEALER

George County Ordinance 2002-08 hereby repeals Ordinance 91-10.

GOLDIE & ASSOCIATES

engineering, environmental
and laboratory services

☐ 210 W. North Second St., Sengen, SC 29672
(803) 882-1194 • Fax (803) 882-6861

☐ 111-B Anderson Ave., Anderson, SC 29625
(803) 505-4030

☐ 1672 Zion Church Rd., Hartwell, GA 30640
(706) 244-0253

Oconee County Comprehensive Infrastructure Master Plan

April 16, 2002

Vision

The Oconee County Comprehensive Plan will:

- Assess county's many separate elements
- Combine these elements into a single road map for the future
- Serve as a guide for future development and investment decisions
- Present a holistic vision for Oconee County's future, as well as concrete strategies to carry out this vision.

Project Scope

The Oconee County Infrastructure Master Plan will include the following elements:

1. Guiding Principles – *Where is Oconee County going? What's important for the future?*
 - Values, goals and vision
 - Guiding policies for decision making
2. Develop Growth, Demand, and Production Forecasts – *Where & how fast we're growing*
 - Gather population growth, economic and industrial development information to establish potential residential, industrial and commercial needs and growth areas for the planning period.
 - Determine future demands and productions for transportation, water, sewer, solid waste
 - Determine where growth in the County is and isn't desirable
3. Review Regional Partnership Opportunities – *Who can we work with?*
 - Cities, OCSC, Pioneer, Anderson, Pickens Counties
 - Meet with the above to understand their goals, values and vision for the planning period in order to facilitate working relationships and partnerships.
4. Transportation System – *Roads, highways, air, and rail*
 - Assess present road system and identify areas for new roads and costs based on present problems or expected growth.
 - Evaluate airport, rail and mass transit service needs and potential.
5. Water Supply, Treatment and Distribution

Raw Water Supply - Does the County have sufficient water supplies?

- Determine the viability of existing and alternative water supply sources
- Evaluate Atlanta impacts and make recommendations regarding water protection strategy and a potential Oconee County Water Authority.

Water Treatment & Distribution Facilities - Can water demands be met?

- Evaluate service areas and present outputs for Seneca, Westminster, Walhalla, and Pioneer and their capacities to meet future needs.
- Establish a strategy (including partnerships) for extending service to non-service areas. Make recommendations for new facilities, if appropriate, or expansions of existing facilities

6. Wastewater Collection, Pumping and Treatment Facilities - Present and future capacities, facilities and needs

- Evaluate service areas and present throughputs for Seneca, Westminster, Walhalla, OCSO, and their capacities to meet future needs.
- Establish a strategy (including partnerships) for extending service to non-service areas (e.g., I-85 Corridor). Make recommendations for new facilities, if appropriate, or expansions of existing facilities.

7. Solid Waste - How much, where's it going?

- New land fill location and potential partnerships
- Recycling, collection, biosolids

8. Stormwater - What will Oconee County need to do?

- Review regs and evaluate the impact on the County

9. Draft the Master Plan - The final product

- Final document
- Needs assessment
- Action list
- Implementation Plan

Schedule

I-85 Sewer Report - 4 months

Solid waste planning - 4 to 6 months

Complete Master Plan - 24 months

Investment

Establish guiding principles - Goals, values, vision, mission	\$20,000
Water - Supply, treatment and distribution	\$50,000
Sewer - Collection, and treatment, including I-85 corridor area	\$120,000
Transportation - Roads, highways, air, rail	\$40,000
Solid waste - Collection, disposal, recycling	\$45,000
Stormwater - Evaluate impact of new regulations	\$10,000
Total Master Plan:	\$285,000

February 22, 2002

To Whom it May Concern:

The Oconee County Council respectfully requests that the intersection of S.C. Highways #11/28 in Wagener Township in the heart of Oconee County be named the "Gen. John A. Wagener Interchange" in honor of the founder of the town of Walhalla.

We also endorse the beautification of this intersection.

Yours truly,

Economic Development Task Force

REPORT TO COUNTY COUNCIL

4/16/02

Mention Task force Members (list attached)

1. Identify potential properties for an industrial park, as well as development costs for a park.

Areas identified and rough estimates gathered.

Support for development of park provided by numerous agencies to include the following:

BREC	Santee Cooper
Duke Power	Palmetto Econ Dev Corp
Fort Hill Natural Gas	Westminster CPW
Pioneer Water	SC Dept of Commerce
SC Dept of Transportation	Numerous Econ Dev Allies
Bell South	Many County Departments

Purchased Property in late 2001

Dirt being moved right now

First client constructing facility

Possibility of Spec Bldg if budget permits

Continue to look for additional industrial sites and potential park property

2. Develop a plan for marketing Oconee County and the preparation of promotional materials.

Working with Upstate Alliance

Working with PEDC/BREC/Goldie & Associates

Working with local volunteer to get our information in a presentable format on the county web site

3. Coordinate with the Tourism Development Program.
Not much done here yet

"The North Carolina full supreme court held public hearing on the unconstitutionality of the state's redistricting plan. It was televised live on UNC public TV channel 4 in Raleigh last night April 6, 2002. Are you all sitting down? The court justices said that North Carolina is not a sovereign state and has not been. Yes, I suggest you write to UNC PBS <http://www.unctv.org/> and get a copy of the tape. This bears out what Montgomery, me and a couple of other people have said that the states are nothing but political subdivisions of the federal government.

Here is all the proof you need and it can be used as evidence as it is made by judicial judges of the supreme court of North Carolina on public TV. There have been no comments so far and I don't believe people were listening when the justice said it. That is all the info I have as Paul taped that part of it after he realized it was on TV live. He did not get the whole thing so there may have been other gems before that Paul did not tape.

This bears out the fact that Pete and I found the 1868 inaugural address of the Governor Worth stating that NC was no longer a state but a territory of the United States. This is why states have to adhere to the feds statutes when a state statute is in conflict with a federal statute. This is why no state is sovereign period, and its constitution is mere lip service to keep the people from knowing the truth, that they are a people under conquest as James Montgomery said. It all started under Lincoln, the Lieber Code and the Reconstruction acts.

This justice let the cat out of the bag when talking to the attorney for the republicans that sued the state. So get that tape before they realize what is on the tape and you memorize it before that part mysteriously disappears as did those Nixon tapes. What better evidence can you ever expect to get, than this?"

Title 4 U.S.C. 3 provides that anything put on the title 4 U.S.C., 1, 2 American Flag such as gold fringe MUTILATES the Flag and carries a one-year prison term. This is confirmed by the authority of title 36 U.S.C. 176 (g). The gold fringe is a fourth color and represents "color of military law" jurisdiction and when placed on the title 4 U.S.C. 1, 2 Flag, mutilates the Flag and suspends the Constitution. (Refer to title 18 U.S.C. 242, see Black's Law Dictionary).

THE UNITED STATES MILITARY FLAG WITH THE GOLD FRINGE

FLAG Martial Law; "Pursuant to 4 U.S.C. chapter 1, §§1, 2, & 3; Executive Order 10834, August 21, 1959; 24 F.R. 6865, a military flag is a flag that resembles the regular flag of the United States, except that it has a YELLOW FRINGE border on three sides. The president of the United States designates this deviation from the regular flag, by executive order, and in his capacity as Commander-in-Chief.

FLAG Martial Law; The Placing of a fringe on the national flag, the dimensions of the flag and the arrangement of the stars in the union are matters of detail

not controlled by statute, but are within the discretion of the President as commander in Chief of the Army and Navy. 34 Ops. Atty. Gen. 83.

President, Dwight David Eisenhower, by Executive Order No. 10834, signed on August 21, 1959 and printed in the Federal Register at 24 F.R. 8865, pursuant to law, stated that: "A military flag is a flag that resembles the regular flag of the United States, except that it has a Yellow Fringe border on three sides."

FLAG Martial law: "The use of such a fringe is prescribed in current Army Regulation no. 260-10." 34 Ops. Atty. Gen. 483, 485.

VIA OVERNIGHT MAIL

Yours truly,

_____ 2 inches wide. It will be the same size as the flags displayed or carried with it.

Authorization for indoor display

Each military courtroom Any courtroom that displays these flags behind the Judge is a military courtroom. You are under military law and not constitutional law, or common law, or civil law, or statute law.

Restrictions "The following limitations and prohibitions are applicable to flags, guidons, streamers, and components."

Unauthorized use of official flags, guidons, and streamers. Display or use of flags, guidons, and streamers or replicas thereof, including those presently or formerly carried by U.S. Army units, by other than the office, individual, or organization for which authorized, is prohibited except as indicated in below.

Use only by recognized United States Army division associations _____
United States Army Regulation AR 640-10, October 1, 1979

According to Army Regulations, (AR 840-10, Oct 1, 1979.) "the Flag is trimmed on three sides with Fringe of Gold, 2 1/2 inches wide," and that, "such

flags are flown indoors, ONLY in military courtrooms." And that the Gold Fringed Flag is not to be carried by anyone except units of the United States Army, and the United States Army division associations."

THE AUTHORITY FOR FRINGE ON THE FLAG IS SPECIFIED IN ARMY REGULATIONS, BUT ONLY FOR THE NATIONAL (MILITARY) FLAG !

The U.S. Attorney General has stated: "The placing of a gold fringe on the **national** flag, the dimensions of the flag, and the arrangements of the stars in the union are matters of detail not controlled by statute, but are within the discretion of the President as Commander-in-Chief of the Army and Navy. . . ancient custom sanctions the use of fringe on regimental colors and standards, but there seems to be no good reason or precedent for its use on other flags. . . the use of such a fringe is prescribed in current Army Regulations, No. 260-10." (See 34 Ops. Atty. Gen. 483 & 485) The only statute or regulation, in the United States, prescribing a yellow fringed United States flag is Army Regulation No. 260-10, **making it a military flag**.

By Army Regulation 260-10, the gold fringe may be used only on regimental "colors," the President's flag, for military courts martial, and the flags used at military recruiting centers. "A military flag emblem of a nation, usually made of cloth and flown from a staff; FROM A MILITARY STANDPOINT flags are of two general classes. . . those flown from stationary masts over army posts, and those carried by troops in formation. The former are referred to by the general name of flags. The later are called colors when carried by dismounted troops. COLORS AND STANDARDS are more nearly square than flags and are made of silk, with a knotted FRINGE OF YELLOW ON THREE SIDES. . . USE OF A FLAG -- THE MOST GENERAL AND APPROPRIATE USE OF THE FLAG IS AS A NATIONAL SYMBOL OF AUTHORITY AND POWER." (National Encyclopedia, Vol. 4)

The adornments (FINIAL) on the top of the flag pole are **for military use only**. The gold eagle is for the use of the President of the United States only, and only in time of war. The gold spear bell is for military recruiting centers only. The gold acorn is for military parades only. (Army Regulation 840-10, chapter 8)

Colors -- "A flag, ensign, or standard borne in an army or fleet." (Webster's 1971)

THE LAW OF THE FLAG

The Law of the Flag, an International Law, which is recognized by every nation of the planet, is defined as:

".. a rule to the effect that a vessel is a part of the territory of the nation whose flag she flies. The term is used to designate the RIGHTS under which a ship owner, who sends his vessel into a foreign port, gives notice by his flag to all who enter into contracts with the ship master that he

intends the Law of that Flag to regulate those contracts, and that they must either submit to its operation or not contract with him or his agent at all."

Ref.: *Ruhstrat v. People*, 57 N.E. 41

By the doctrine of "four cornering" the flag establishes the law of the country that it represents. For example, the embassies of foreign countries, in Washington D.C., are "four cornered" by walls or fencing, creating an "enclave." Within the boundaries of the "enclave" of the foreign embassy, the flag of that foreign country establishes the jurisdiction and law of that foreign country, which will be enforced by the Law of the Flag and international treaty. If you enter an embassy, you will be subject to the laws of that country, just as if you board a ship flying a foreign flag, you will be subject to the laws of that flag, enforceable by the "master of the ship," (Captain), under the law of the flag. Everyone who boards a cruise ship should keep this in mind as most cruise ships are not operating under the American Flag, therefore any crime or other problems that you have while on board will be settled only under the laws of the foreign country as indicated by the ships flag.

Under Article IV, section 3, of the Constitution for the united States of America, no new State shall be formed or erected within the Jurisdiction of any other State. So - why have the Germans been allowed to erect a German enclave at Holloman Air Force Base in New Mexico, under the Law of the Flag? Why have the judges of the State and Federal courts been allowed to erect foreign enclaves within our public courthouses under a foreign flag of the yellow fringe upon the soil of your state?

Under martial law, you are presumed guilty until proven innocent.

The flags displayed in State courts and courts of the United States have gold or yellow fringes. That is your **WARNING** that you are entering into a foreign enclave, the same as if you are stepping into a foreign embassy and you will be under the jurisdiction of that flag. The flag with the gold or yellow fringe has no constitution, no laws, and no rules of court, and is not recognized by any nation on the earth, and is foreign to you and the united States of America.

When you enter a courtroom displaying a gold or yellow fringed flag, you have just entered into a foreign country, and you better have your passport with you, because you may not be coming back to the land of the free for a long time. The judge sitting under a gold or yellow fringe flag becomes the "captain" or "master" of that ship or enclave and he has absolute power to make the rules as he goes. The gold or yellow fringe flag is your warning that you are leaving your Constitutionally secured RIGHTS on the floor outside the door to that courtroom.

This is exactly why so many judges are appointed, and not elected by the people. The Federal judges are appointed by the President, the national military commander in chief. The State judges are appointed by the Governors, the

state military commanders. The judges are appointed because the courts are **military courts** and civilians do not "elect" military officers.

The gold-fringed flag only stands inside military courts that sit in summary court martial proceedings against civilians and such courts are governed in part by local rules, but more especially by "The Manual of Courts Martial", U.S., 1994 Ed., at Art. 99, (c)(1)(b), pg. IV-34, PIN 030567-0000, U.S. Government Printing Office, Wash. D.C. The details of the crimes that civilians can commit, that are classed as 'Acts of War,' cover 125 pages in the Manual of Courts Martial.

We just thought you would like to know, so that the next time you see this yellow fringed flag you will know what you are looking at and what it really means. If you are in Spain and you see the National Flag of Spain, you would know that you are under the jurisdiction of Spain; and the courts are governed in part by local rules, but more especially by "The Manual of Courts Martial", U.S., 1994 Ed., at Art.

99.

art systems fly this flag?

Do you think it is necessary to understand this difference?

Does your attorney understand what this flag means?

"It is an elementary rule of pleading, that a plea to the jurisdiction is a tacit (silent) admission that the court has a right to judge the case and is a waiver to all exception to the jurisdiction." (Girty v. Logan, 8 Bush KY, 8)

When ALL the official American flags are gone, our Country is gone.

You can watch over the ramparts by the dawn's early light, with bombs bursting in the air, until you go blind, but you will not see a proper Title 4 U.S.C. 1, 2 Flag with its inherent RIGHTS.

You may see something that looks like an American Flag, but it is a shortened National Flag, for military use only. It is a colorable flag, a colorable alteration or imitation of the official American flag. Take your tape measure to determine

what kind of a flag it really is. You will find that its proportion is shortened to only 1 X 1.66 or 1 X 1.5 and it is NOT the official size ratio of 1 X 1.9, almost twice as long as it is high.

Why do private businesses display National Flags with military adornments on the flag pole?

Why do banks display gold or yellow fringed flags, with gold adornments, in their lobbies?

Why have military "colors" been placed in our public schools?

Why are our children being taught under martial law, in foreign or military enclaves with no Constitutionally secured RIGHTS, under the Law of the Flag?

Why do most churches display gold or yellow fringed flags with gold adornments?

Does your Church have a pastor or a military chaplain?

Why are there no manufacturers that produce the correctly proportioned Title 4 U.S.C. 1, 2 Civilian American Flags? Take your tape measure and try to find one.

Why do civilian courts display a military or foreign flag?

Why do civilian judges conduct court martials against civilians?

Why don't you ask them the reason? Are they foreigners or just ignorant?

Here are the correct answers to all these questions :

The proper Title 4 U.S.C. 1, 2 Civilian American Flag of the united States of America with no fringe **takes precedence** over all other flags, as it is the superior flag, and **establishes the civil jurisdiction** of the united States of America, and the laws made in pursuance thereof. This civilian authority is mandated in almost all the STATE constitutions. If you can find a proper Civilian American Flag then buy it, for you will then have something very powerful indeed.

However, a gold or yellow fringed military or foreign flag, displayed **without** the presence of a proper Title 4 U.S.C. 1, 2 Civilian American Flag **suspends the Constitution**, by the International Law of the flag. This takes away all your Rights and places you firmly under the **military or martial law jurisdiction** if you do not have your own proper Title 4 U.S.C. 1, 2 Civilian American Flag.

Now, you know why you can not find a proper Title 4 U.S.C. 1, 2 Civilian American Flag. Because your civilian flag and law would be superior to the military law of the corporate UNITED STATES and they could no longer rule over you.

**AMERICA HAS BEEN CONQUERED BY TACIT ADMISSION,
THE PEOPLE HAVE SURRENDERED!!**

When two nations go to war, the object of the game is to capture the other guy's flag. When you go onto foreign soil, take the other guy's flag down and put yours up, you have captured the other guy's territory and put it under the law (Constitution) of your flag.

Sun Tzu, the ancient Chinese philosopher and general, said that when the Art of War is brought to its highest pinnacle, the enemy will be conquered without the opposing armies ever having met in the field. By skillfully using the art of deception, and skillful use of agents to infiltrate the enemy's government, the enemy may be conquered without the enemy even knowing that it had been conquered.

WE HAVE BEEN CONQUERED! WHERE IS THE VFW? WHERE ARE THE VETERANS THAT PAID SO HIGH A PRICE FOR THE TITLE 4 U.S.C. 1, 2 AMERICAN FLAG AND THE LIBERTY AND COUNTRY THAT IT REPRESENTS? WILL THESE MEN WHO SACRIFICED SO MUCH CONTINUE TO CONSENT TO THE FALL OF OUR NATION BY THEIR CONTINUED SILENCE? HAVE THEY CAPITULATED BY TACIT AGREEMENT?

Capitulation – the act or agreement of surrendering upon negotiated or simulated terms. (Black's Law Dictionary, 6th Ed.)

When all of the title 4 U.S.C. 1, 2 official American Flags are gone, the united States of America and our precious Constitution are dead.