

A G E N D A
OCONEE COUNTY COUNCIL MEETING
TUESDAY, DECEMBER 5, 2000
7:00 PM
OCONEE COUNTY ADMINISTRATIVE OFFICES
415 SOUTH PINE STREET
WALHALLA, SC

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Public Comment Session (Not to exceed thirty minutes)
5. Consideration of Approval of Fiscal Year 2001 Local Emergency Management Grant Application – Mr. Henry Gordon, Emergency Preparedness Director & Mrs. Melissa Brown, Grants Coordinator
6. Consideration of Approval of Intergovernmental Agreement Between the South Carolina Department of Transportation, Oconee County Transportation Committee, Oconee County & City of Seneca – Mr. James Alexander, Economic Development Director
7. Consideration of Approval of Bids for Front Shovel for Rock Crusher – Mr. Tommy Crumpton, Rock Crusher Director & Ms. Marianne Dillard, Procurement Director
8. Consideration of Bids for Heavy Duty Tires for Vehicle Maintenance – Mr. Lee Davis, Vehicle Maintenance Director & Ms. Marianne Dillard, Procurement Director
9. Consideration of Change Order for Hubbard Paving Contract for Paving & Overlay at South Cove Park – Mr. Sean McGuffie, Park Superintendent, Ms. Marianne Dillard, Procurement Director & Mr. Jon Caime, County Engineer
10. Discussion & Possible Action Regarding Structure & Switching County Phone System from ESSX to CENTREX - Mr. Jon Murray, Emergency Communications Director, Mr. Carl Hayden, IT Director & Ms. Marianne Dillard, Procurement Director
11. Approval of Resolution 2000-19, “A RESOLUTION CONSENTING TO THE RELEASE OF DUNLOP MAXFLI SPORTS CORPORATION OF ITS OBLIGATIONS PURSUANT TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND DUNLOP MAXFLI SPORTS CORPORATION DATED AS OF DECEMBER 1, 1999”

12. Third & Final Reading of Ordinance 2000-20, "AN ORDINANCE TO AMEND SECTION I-9 OF ORDINANCE 97-14, OCONEE COUNTY POLICIES & PROCEDURES TO INCLUDE A PROVISION FOR DISCIPLINARY ACTION FOR FAILURE TO COMPLY WITH THE OCONEE COUNTY EXPOSURE CONTROL PLAN"
13. Second Reading of Ordinance 2000-19, "AN ORDINANCE PROHIBITING PAVING OF ANY COUNTY ROADWAY(S) WITHOUT SECURING RIGHTS OF WAYS FROM ALL PROPERTY OWNERS ON SAID ROADWAY(S)"
14. Old Business
15. New Business
16. Adjourn

The Oconee County Council will have an administrative briefing thirty minutes prior to each regularly scheduled Council Meeting in the Office of the Council Clerk

The Oconee County Law Enforcement, Safety, Health, Welfare & Services Committee will meet Monday, December 4, 2000 at 5:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC for the purpose of discussing the ISO study and a parks matter.

The Oconee County Personnel & Intergovernmental Committee will meet Tuesday, December 5, 2000 at 3:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC for the purpose of discussing a personnel issue and at 4:00 PM for the purpose of discussing the hospital bylaws.

The Oconee County Budget & Finance Committee will meet Tuesday, December 5, 2000 at 5:30 PM in Council Chambers, 415 South Pine Street, Walhalla, SC for the purpose of discussing several budgetary matters.

MEMBERS, OCONEE COUNTY COUNCIL

Mr. Tim O. Hall, III, District I Mr. J. Harold Thomas, District II
Mr. Harry R. Hamilton, District III Mrs. Ann H. Hughes, District IV
Mr. Charles R. "Chuck" Timms

MINUTES, OCONEE COUNTY COUNCIL MEETING

The Oconee County Council met Tuesday, December 5, 2000 at 7:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC with all Council Members and the County Attorney present.

Press:

Members of the press notified (by mail): Keowee Courier, Westminster News, Anderson Independent, WGOG Radio, & WPEK Radio, Journal/Tribune.

Members of the press present: Catherine Hunter – Journal/Tribune.

Call to Order:

The meeting was called to order by Supervisor-Chairman Orr who welcomed those present.

Invocation:

The invocation was given by Mr. Hall.

Minutes:

Mrs. Hughes made a motion, seconded by Mr. Timms, approved 4 – 0 (Mr. Hamilton abstaining due to his being absent from the 11/21/00 meeting) that the minutes of the November 21, 2000 meeting be adopted as printed.

Communications:

Upon request of Mr. John Murray, Emergency Communications Director, Mr. Carl Hayden, IT Director and with the concurrence of Ms. Marianne Dillard, Mr. Timms made a motion, seconded by Mrs. Hughes, approved 5 – 0 that \$4,032.92 be taken from contingency to change the county phone system from ESSEX to CENTREX. (See attachment)

Public Comment Session:

Mr. Steve Blackwell expressed concerns regarding the hospital being run like corporate America as well as concern regarding indigent care for the citizens who need it. He also expressed concern for people in constant pain being deprived of hospital services in what, in his opinion, appears to be no more than politics. He further stated the actions Council take regarding this matter is very important to the citizens of Oconee County. Mr. Blackwell expressed to Mr. Hall & Mr. Thomas that they are look after the interest of the citizens, to insure that what happens in our hospital is in the best interest of the citizens of Oconee County. Mr. Blackwell stated he wanted to see fairness in the way the hospital is operated; to look after the less fortunate people. Mr. Blackwell also expressed feelings that the administration has been at the hospital too long and it is time for them to go.

Mrs. Debra Moody stated her husband's question was how can you ethically be a member of County Council and a member of the Hospital Board? She went on to state that Mr. Hall & Mr. Thomas are supposed to be make sure the interest of the public is served. She also expressed disappointment, and she stated that Ms. Hornick at the hospital should only ask the person's name and address when anyone requests a card to join the hospital association.

Ms. Dianne Smith asked if Mr. Hall & Mr. Thomas were aware of the exclusive contracts and if so, why were you not obligated to inform County Council?

Mr. James Myers, Jr. stated he came as an observer and wanted to know what the problem is, he further stated he was neither pro nor con and he had used the hospital.

Mr. Norton, County Attorney, informed him, as he understood it that since 1994 the hospital has had a provision in their credentialing manual that allows for exclusive contracts, it is further his understanding that the hospital has had exclusive contracts with some medical providers i.e. pathology, emergency room. The last year and one half they entered into an exclusive contract with a radiology group and what has brought this matter to a head is they have entered into an exclusive contract with an anesthesiologist group and because of the exclusive contract, one physician in the county who used to practice anesthesiology and pain management in the hospital is now being excluded from practicing in that area at the hospital.

Mrs. Moody again spoke saying that was basically correct, but what is being taken away is peoples freedom of choice. She further expressed feelings that everyone has the right to choose the doctor they want.

Public Comment Session Continued:

Dr. Philip Caron, OBGYN stated he wanted to speak from a point of view of the physicians at the hospital stating he had used Dr. McMillan's services for three years for obstetric anesthesia because Dr. McMillan understands that process and he treats the patients in a way he has not seen other anesthesiologist treat their patients – he cares, he is there and is responsive to his needs as an obstetrician and the patients needs in labor. The group that has received the exclusive contract has not demonstrated that same zeal toward for obstetric anesthesia. He further stated that the department of obstetrics opposes the exclusive contract. Dr. Caron further expressed an opinion that there are no advantages of the exclusive contract to the patients or the physicians in the county.

Mr. B. J. Littleton was assured by Council that Ordinance 2000-19, "AN ORDINANCE PROHIBITING PAVING OF ANY COUNTY ROADWAY(S) WITHOUT SECURING RIGHTS-OF-WAYS FROM ALL PROPERTY OWNERS ON SAID ROADWAY(S)" had been tabled at this time.

Mr. Littleton expressed concerns regarding the hospital issue.

Emergency Preparedness Grant:

Upon recommendation of Mrs. Melissa Brown, Grants Coordinator, Mr. Hall made a motion, seconded by Mr. Hamilton, approved 5 – 0 that the attached FY 2001 Local Emergency Management Performance Grant Application be adopted.

Intergovernmental Agreement:

Upon recommendation of Mr. James Alexander, Economic Development Director, Mr. Hamilton made a motion, seconded by Mr. Thomas that the attached Intergovernmental Agreement Between the South Carolina Department of Transportation, Oconee County Transportation Committee, Oconee County & City of Seneca be adopted.

Upon recommendation Mrs. Lombard, Finance Director, Mr. Hall made a motion, seconded by Mr. Thomas, approved 5 – 0 that the Section IV of the Agreement be amended to: the County will advance \$200,000 toward the cost of the project.

The motion, as amended, was then adopted 5 – 0.

Rock Crusher:

Upon recommendation of Mr. Tommy Crumpton, Rock Crusher Director and with the concurrence of Ms. Marianne Dillard, Procurement Director, Mr. Timms made a motion, seconded by Mr. Thomas, approved 5 – 0 that the bid for the front shovel be awarded to SC Tractor & Equipment Company at a cost of \$645,856 with a finding of fact that although this is not low bid the purchase of this machine is in the best interest of Oconee County.

Vehicle Maintenance:

Upon recommendation of Mr. Lee Davis, Vehicle Maintenance Director & Ms. Dillard, Mr. Thomas made a motion, seconded by Mr. Hamilton, approved 5 – 0 that the bid for heavy duty tires be awarded to W. N. Watson Supply Company who did not have one of the tires, however they were low bid without that particular tire at a cost of \$108,028.01 for estimated quantities for one year with an option to renew. There were four bids received; however two of the bidders did not bid on all the tires.

Road Paving Change Order:

Upon recommendation of Mr. Sean McGuffie, Superintendent, South Cove Park, Mr. Jon Caime, County Engineer & Ms. Dillard, Mr. Timms made a motion, seconded by Mr. Hall, approved 4 – 0 (Mr. Thomas abstaining) that the attached change order to the Hubbard Road Paving Contract be adopted for paving at South Cove Park with the funding coming from the 2000-01 South Cove budget.

Resolution 2000-19:

Mr. Timms made a motion, seconded by Mr. Hall, approved 5 – 0 that Resolution 2000-19, “A RESOLUTION CONSENTING TO THE RELEASE OF DUNLOP MAXFLI SPORTS CORPORATION OF ITS OBLIGATIONS PURSUANT TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND DUNLOP MAXFLI SPORTS CORPORATION AS OF DECEMBER 1, 1999” be adopted on first and final reading.

Ordinance 2000-20:

Mr. Timms made a motion, seconded by Mrs. Hughes, approved 5 – 0 that Ordinance 2000-20, “AN ORDINANCE TO AMEND SECTION I-9 OF ORDINANCE 97-14, OCONEE COUNTY POLICIES & PROCEDURES TO INCLUDE A PROVISION FOR DISCIPLINARY ACTION FOR FAILURE TO COMPLY WITH THE OCONEE COUNTY EXPOSURE CONTROL PLAN” be adopted on third and final reading.

Budget & Finance Meeting:

The Budget & Finance Committee scheduled a meeting December 19, 2000 at 2:00 PM to discuss the request for funding for equipment for the Probate Judge Offices.

Lunney Museum:

Mr. Thomas informed Council the repair on the portion of the roof that had been leaking at the Lunney Museum had been completed.

Salem Library:

To Mr. Thomas' inquiry regarding the progress on the Salem Library Project, Mr. Caine informed Council he would meet with Mr. Smith, Public Buildings Director to determine when the work would be placed out for bid.

Keowee Trail Roadway (SE 114):

Mrs. Hughes made a motion, seconded by Mr. Hall, approved 4 – 0 (Mr. Hamilton abstaining) that the agreement between Oconee County, Garrett Construction & Mrs. Dorothy Lindsey and the Oconee County Encroachment Permit for Mrs. Lindsey to install a water line along Keowee Trail (SE 114) be executed by the Vice Chairman on behalf of the county as Supervisor Orr had refused to execute them.

Personnel & Intergovernmental Recommendations:

Mr. Timms, Chair, Personnel & Intergovernmental Committee, informed Council that Human Resources is to prepare a fact sheet to help determine if the employees are interested in participating in the proposed prepaid legal services.

Mr. Timms also informed Council that Human Resources is continuing to look into the matter of direct deposit for the employees.

Mr. Timms further informed Council that there was one personnel issue that the committee discussed in executive session and determined no action was warranted.

Mr. Timms informed Council it was the recommendation of the committee that the County Attorney be directed to file a declaratory judgement to determine what rights, if any, the county has to approve or disapprove the exclusivity provisions of Oconee Memorial Hospital's credentialing manual.

Personnel & Intergovernmental Recommendations Continued:

He further informed Council it was the recommendation of the committee that Council ask Oconee Memorial Hospital to allow Dr. Marion McMillan to practice anesthesiology and pain management at Oconee Memorial Hospital while the court makes a final determination regarding the various rights and obligations of Oconee Memorial Hospital and Dr. McMillan. This request is subject to the legality of allowing Dr. McMillan to practice anesthesiology and pain management at Oconee Memorial Hospital.

Both these recommendations were adopted 3 – 0 with Mr. Thomas & Mr. Hall abstaining as they are Hospital Board Members.

To Dr. McMillan's inquiry, Mr. Norton, County Attorney, assured those present that any changes to the hospital bylaws since December 1994 have to be approved by County Council and Legislative Delegation.

Planning Commission Appointment:

Mr. Timms made a motion, seconded by Mr. Hamilton, approved 5 – 0 that Mr. Ryan Honea be reappointed to represent District V on the Planning Commission.

Library:

Mr. Hamilton requested the County Engineer and Public Buildings Director determine what needs to be done to stop the leak around the window at the Library.

Law Enforcement, Safety, Health, Welfare & Services Committee Recommendations:

Mr. Hall, Chair, LEC Committee informed Council it was the recommendation of the committee that Council support the hiring of an employee when the request comes from Rural Fire to help with the re-rating of the fire districts which is essential to reduce the insurance rates.

Mr. Hall also informed Council it was the recommendation of the committee that the Grants Coordinator assist Rural Fire in applying for grants for dry hydrants.

Mr. Hall further informed Council it was the recommendation of the committee that the camping fees at High Falls & South Cove be reduced to \$10.00 per night for the months of December through February on a trial basis for one year.

Parks & Recreation Commission Appointment:

Mr. Hall made a motion, seconded by Mrs. Hughes, approved 5 – 0 that Mr. Tommy Lombard be reappointed to represent District I on the Parks Commission.

Bond Rating:

Mrs. Phyllis Lombard, Finance Director, suggested that the county engage a financial advisor and planner to assist in improving the county's bond rating before the \$8,000,000 is borrowed for construction of the new courthouse.

Top Soil Request:

Mr. Orr informed Council he would call Walhalla Middle School and let them know the county does not have topsoil, but there is field soil at the crusher they can have free and they will need to transport the soil.

Mr. Thomas:

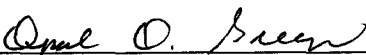
Mr. Thomas, Council Member, District II informed those present he probably would not be able to attend the December 19, 2000 meeting, however, he felt there had been unprecedented progress made by this Supervisor and Council in renovating the administrative offices, the construction of the vehicle maintenance facility, the demolition of the old motor pool, the paving of county roadways. Mr. Thomas further expressed feelings that all Council Members have the best interest of the County citizens at heart, however, he challenged the citizens that before being critical of council members study the issues that are being brought before council.

Mr. Thomas also stated he had enjoyed the past four years and had enjoyed working with the Supervisor and Council Members. He further expressed best wishes to Mr. Hall & Mr. Hamilton who will continue to serve, the three new Council Members and Supervisor-Elect Hughes.

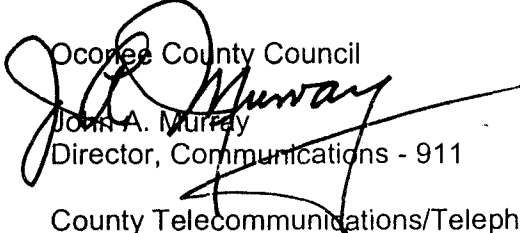
Adjourn:

Adjourn: 8:25 PM

Respectfully Submitted,



Opal O. Green
Council Clerk

TO: Oconee County Council
FROM: 
John A. Murray
Director, Communications - 911
SUBJECT: County Telecommunications/Telephone Upgrade
DATE: November 30, 2000

In September of this year Marianne Dillard Director of Procurement for Oconee County asked if I would review a proposal by Bell South for upgrading into Centrex Service.

Consequently after several reviews and reports, Marianne called a meeting in early November of this year to review the status of the Centrex Assessment with Jim Bowles, BellSouth Representative, Carl Hayden, Director of Information Systems and myself. The conclusion was that the current telephone system provided by BellSouth called the Essex system, which presently costs the county \$3,834.35 month will be going to \$4,337.34 a month beginning in January 2001. This represents an increase of \$502.99 to the county monthly telephone bill.

Essex is an old system approximately 10-15 year technology which offers a diversity of features and which those features are price sensitive. The Bell Centrex proposal provides us with the capability of making a complete swap out of the Centrex for the same money with virtually no interruptions, provides frequent changes, improved billing, advanced messages capability, and provides us with a fixed rate guarantee for the five-year term of the contract. During this five-year contract there will be no increases, except for capacity needs (new station or network interfaces).

We can add, delete and suspend stations as we need to. Each line includes a menu of station features up to 130 features for a single pricing. Only features which would cost us additional money would be voice mail, which would be a one time investment of \$19,000, if we wanted to incorporate into every station of the county and an additional \$250.00 per month for a necessary interface to the main Centrex Central office for integrated voice mail system wide.

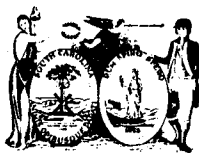
At this time we are not asking for voice mail integration, since it can be added at anytime, but we intend to ask for funding on a supplement budget request.

Initially our request is that we be able to commit the contracting to swap out to the Centrex Service and do it immediately. This will upgrade the county to a better technology for the same money; we will have to begin paying immediately, an increase of \$502.99 a month (eight months x \$502.99 = \$4,023.92 for the balance of this fiscal year).

I have just been advised that this transition to Centrex will take 60 days, once BellSouth receives contract award. In addition, the State Public Utility Commission has authorized the rate to be put into effect immediately. We will be receiving a new bill for Essex System November and December 2000 for \$4,337.34 instead of being implemented January 2001 as forecast.

cc: Sheriff James Singleton
Chief Pruitt, Sheriff's Office
Marianne Dillard, Procurement ✓
Harrison Orr, County Supervisor
Ann Hughes
Tim Hall, Councilman
Carl Hayden, Information Systems

The State of South Carolina
Military Department

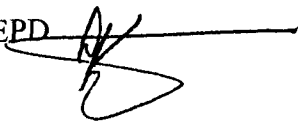


OFFICE OF THE ADJUTANT GENERAL

STANHOPE S. SPEARS
MAJOR GENERAL
THE ADJUTANT GENERAL

MEMORANDUM

TO: All County Emergency Preparedness Directors/Coordinators

FROM: Stan McKinney, Director, SCEPD 

DATE: November 28, 2000

SUBJECT: FY 2001 Local Emergency Management Performance Grant Application

Enclosed is the Local Emergency Management Performance Grant application package. As with last year's package, very few changes have been made in your worksheets and initiatives. The forms, documents, and instructions for completing the FY 01 Grant package are enclosed. Return one completed application package to SCEPD, attention Carol Reavis, by *December 8, 2000*. (Don't forget to make a photocopy the completed, signed package for your records before returning to SCEPD.) Signatures are required on page six (certification), and Attachment A. (*Signatures of both the Emergency Preparedness Director/Coordinator and the County Administrator/Manager are required on the certification form.*)

An informational copy has been sent to your County Administrator/Manager. In the event that the December 8 suspense date cannot be met, a two-week extension may be requested in writing giving circumstances of the request. Please address extension requests to me. Grant funds will be distributed to counties that submit completed packages.

As part of your application for local Emergency Management Performance Grant funds for FY 2001, we have included Personnel and Financial FEMA forms. Please refer to the enclosed Memorandum, Subject: *Preparation of Annual Submission*.

Also enclosed is the "*Handbook for Conducting a GIS-Based Hazards Assessment at the County Level*." SCEPD contracted with Dr. Susan Cutter, University of South Carolina's Department of Geography, to compile this handbook for your use in the development of your county hazard and vulnerability assessments. This is the methodology and guidance to use in fulfilling the Local Emergency Management Performance Grant Program hazard assessment. Several counties are already using the handbook to develop and update their hazard and vulnerability assessments. Contact Shawn Putnam, State Hazard Mitigation Officer, at (803) 929-2507 or Patrice Burns, State Project Impact Coordinator, at (803) 737-8663, if you have questions or need additional information. For technical assistance related to GIS applications, please contact your local Council of Government.

Emergency Preparedness Division
1100 Fish Hatchery Road
West Columbia, South Carolina 29172
(803) 737-8500 • Fax: (803)-737-8570

MEMORANDUM
November 28, 2000
Page two

During FY 2001, special emphasis will be placed on local compliance with Regulations 58-1 and 101. This must be a priority, not only because of your local EMPG funding, but it's essential to create a cohesive state emergency management network. Local EOPs and SOPs must be updated and maintained current. Exercises must be conducted, and reporting requirements must be met.

Your Area Coordinators are here to work with you. If you feel that additional assistance is needed, please let me know. During the coming year, I hope that we can accomplish many things to enhance South Carolina's emergency management program. You and your county form the foundation of the state's emergency management system; therefore, each of you plays a vital part in accomplishing our 2001 goals for the state. I look forward to a successful year.

cc: *County Administrator, Local EMPG Package Only*

Enclosures: Local EMPG Application Package

Handbook for Conducting GIS-Based Hazards Assessment at the County Level

Memorandum, Subject: Preparation of Annual Submission....., with documents.

South Carolina Emergency Preparedness Division
 FY-01 LOCAL EMERGENCY MANAGEMENT GRANT - EMA-2001-GR-0032
 October 1, 2000 - September 30, 2001

County Worksheet

County Oconee County Project Director Henry H. Gordon, Jr.

Code	Description	FY-01	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
M-101	Comply with South Carolina Code of Laws, Title 25, Chapter 1, Article 4, and Regulations 58-1, pertaining to Emergency Preparedness.	Projected	X	X	X	X
		Completed				
M-102	In conjunction with SCEPD conduct a county self-assessment every third year (16 counties/year)	Projected				
		Completed				
M-103	Update/develop 5 year strategic plan, as necessary.	Projected				X
		Completed				
M-104	Update local EOP or annexes and submit letter of certification IAW SC Reg 58-1.	Projected		X		
		Completed				
M-105	Update local SOPs, local implementing documents supporting county EOP, IAW SC Reg 58-1.	Projected				X
		Completed				
M-106	Update critical facilities list in IRIS data base (public & private). * If you don't have access to IRIS, submit a hard copy.	Projected			X	
		Completed				
M-107	Update critical resource list (public & private).	Projected		X		
		Completed				
M-108	Conduct operational equipment tests to maintain alert and warning capability.	Projected	X	X	X	X
		Completed				
M-109	Develop and conduct exercises IAW SC Reg 58-1. Evaluate and critique/report exercises using FEMA form 95-44 (EMERS).	Projected				X
		Completed				
M-110	Participate in training, and education courses IAW SC Reg 58-1. Attend conferences, workshops, seminars, presentations & demonstrations as schedule permits.	Projected				X
		Completed				
M-111	Prepare and submit annual contract documents to include new year scope of work, budget and staffing pattern.	Projected	X			
		Completed				
M-112	Ensure each local jurisdiction is legally bound by signing sub-agreement with state.	Projected		X		
		Completed				
M-113	Prepare and submit EMPG activities and financial reports.	Projected	X	X	X	X
		Completed				
M-114	Conduct a county training needs assessment and provide to SCEPD Training Section.	Projected			X	
		Completed				
M-115	Report actual response and recovery to incidents or emergencies when they occur; conduct evaluations to note deficiencies. (*fill in quarter as reported)	Projected				
		Completed				
M-116	Develop an All-Hazards Comprehensive Risk Assessment using the SCEPD/USC Hazard and Vulnerability Tool.	Projected				X
		Completed				
M-117	Develop or update the Hazard Mitigation Annex in the County EOP to include a Local Mitigation Plan.	Projected				X
		Completed				

CSM - County Specific Mandatory
 M - Mandatory, R - Recommended

South Carolina Emergency Preparedness Division
 FY-01 LOCAL EMERGENCY MANAGEMENT GRANT - EMA-2001-GR-0032
 October 1, 2000 - September 30, 2001

County Worksheet

County Oconee Project Director Henry H. Gordon, Jr.

Code	Description	FY-01	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
CSM-301	FNF and Host counties will conduct training IAW NUREG 0654/FEMA REP 1, Rev 1, paragraphs N and O.	Projected				X
		Completed				
CSM-302	Counties associated with SNF/HRM shipments will attend state/federal REP specific incident training.	Projected				
		Completed				
CSM-303	Inland counties will revise operational procedures to incorporate new Inland Wind Model software capability into hurricane preparedness planning.	Projected				
		Completed				
CSM-304	Conglomerate counties will participate in the annual update of the South Carolina Hurricane Plan.	Projected				
		Completed				
CSM-305	Counties with HAZMAT sub-contracts report on funded project upon completion.	Projected				
		Completed				
CSM-306	Counties with WMD sub-contracts report on funded project upon completion.	Projected				
		Completed				

Optional: County Elective*

	Participate in Severe Weather Awareness Week (Tornado Poster Contest, etc.)	Projected		X		
		Completed				
		Projected				
		Completed				
		Projected				
		Completed				
		Projected				
		Completed				
		Projected				
		Completed				
		Projected				
		Completed				

NOTE: The County Elective section is the area to identify items from your County Self-Assessment that require additional emphasis.

South Carolina Emergency Preparedness Division
 FY-01 LOCAL EMERGENCY MANAGEMENT GRANT - EMA-2001-GR-0032
 October 1, 2000 - September 30, 2001

County Worksheet

County Oconee Project Director Henry H. Gordon, Jr.

Code	Description	FY-01	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
R-201	Develop and disseminate Public Awareness Information that stresses mitigation and an all hazard approach to preparedness.	Projected				X
		Completed				
R-202	Develop and promote partnerships with organizations (public and private) that have an interest in encouraging mitigation and preparedness activities.	Projected				
		Completed				
R-203	Identify and list local facilities to be used as shelters (Consideration should be given to special needs population).	Projected				
		Completed				
R-204	Develop or update memoranda of understanding or mutual aid agreements.	Projected				
		Completed				
R-205	Brief and train county and municipal elected officials and key agency heads on emergency management issues.	Projected				
		Completed				
R-206	Conduct operationally oriented training for EOC staff.	Projected				
		Completed				
R-207	Identify and train damage assessment team.	Projected				
		Completed				
R-208	Identify and train applicant's agent for the public assistance program.	Projected				
		Completed				

FY '01
LOCAL EMERGENCY
MANAGEMENT PERFORMANCE
GRANT PROGRAM



GUIDELINES
AND
APPLICATION PROCEDURES

APPLICATIONS DUE BY: December 8, 2000

SOUTH CAROLINA
EMERGENCY PREPAREDNESS DIVISION
OFFICE OF THE
ADJUTANT GENERAL

**LOCAL
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM (LEMPG)
GUIDELINES AND APPLICATION PROCEDURES**

I. Introduction/Background

The Office of the Adjutant General, Emergency Preparedness Division, has been designated to administer local assistance under the Emergency Management Performance Grant (EMPG). The EMPG is a continuation of efforts by FEMA to streamline processes and flexibility.

FY-01 will mark the second year of the Emergency Management Performance Grant (EMPG). You will find that for the most part the Local Emergency Management Performance Grant (LEMPG) remains unchanged. However, as a supporting element of the state, the local purpose remains the same: to encourage the design and implementation of programs that yield measurable results at all levels of government. Through the LEMPG, you and your local emergency management staff support your strategic plan and its initiatives and goals as well as the state's, and that is to establish a cohesive, comprehensive emergency management network. Funding assistance for local jurisdictions, or a grant award, is issued on an annual basis coincident with the federal fiscal year and in conjunction with projected performance outcomes outlined in the LEMPG.

Our joint state and local partnership will provide the state with the capability to effectively address the hazards which affect us; ensure that federal, state and local jurisdictions can operate efficiently together in major disasters or emergency situations; and focus on mutual efforts to achieve our goals.

This document provides applicants with program criteria and eligibility information so that formal application proposals may be prepared. Included in this package are worksheets for counties to use in preparing their application. Please complete your application and forward to:

Mr. Stan M. McKinney, Director
S.C. Emergency Preparedness Division
1429 Senate Street
Columbia, SC 29201

The deadline for submission is December 8, 2000

II. Eligible Program Areas

The state and its local jurisdictions will continue to work together to comply with the *South Carolina Code of Laws, Title 25, Chapter 1, Article 4* and the *S.C. Code of Regulations 58-1 and 58-101* pertaining to emergency preparedness. In addition to these requirements and in support of the EMPG, South Carolina's emphasis will be on the following:

- Laws and Authorities - the legal authorities for the development, implementation and maintenance of an emergency management program.
- Hazard Identification and Risk Assessment - the identification of the hazards with the greatest potential to affect lives and property and an assessment of the likelihood, vulnerability, and magnitude of incidents that could result from exposure to hazards.
- Hazard Management - a systematic approach to eliminate hazards or to reduce the effect of hazards.
- Resource Management - the availability of critical human and physical resources required in disaster response.
- Planning - the collection, analysis, and use of information, and the development, promulgation, and maintenance of a comprehensive emergency management plan, action plan, mitigation plan and administrative plan.
- Direction, Control and Coordination - the capability to monitor emergencies and disasters; quickly and accurately assess their magnitude; and direct, control and coordinate response and recovery.
- Communications and Warning - the ability to alert and warn response organizations and the general public of pending and spontaneous disaster events.
- Logistics and Facilities - essential facilities and services that support response and recovery operations.
- Training - assessments, development, and implementation of a training/education program for public officials, emergency response and recovery personnel, and mitigation personnel.
- Exercise - the evaluation of plans and capabilities based on a program of tests and exercises.
- Public Education and Information - the provision of public education and information to protect lives and minimize property loss.
- Finance and Administration - financial and administrative procedures in place before, during, and after disaster events.

III. County Worksheets

Detailed program areas are identified on the county worksheets. These areas are in three categories. The M-100 series are mandatory areas, R-200 series are recommended areas and CS-300 are county-specific areas.

III. Reporting Requirements

Local jurisdictions will submit **quarterly** progress reports using the LEMPG worksheets along with a narrative outlining accomplishments of each item and identifying any shortcomings. Reports are due *10 days after each quarter ends.* Local jurisdictions will also submit monthly or quarterly a FEMA Form 85-21, State and Local Expenditures, for reimbursement of eligible expenditures on the 16th day of the month following the end of the previous month.

**TERMS AND CONDITIONS
APPLICABLE TO THE AWARD OF LOCAL EMERGENCY
MANAGEMENT PERFORMANCE GRANT**

The following terms and conditions are hereby acknowledged, and agreed to, pursuant to the receipt of funds, as administered by the Federal Emergency Management Agency (grantor) through the S. C. Emergency Preparedness Division (grantee), herein know as the Division, and sub-allocated to local jurisdictions (subgrantee).

- A. It is understood and accepted that the local jurisdiction's emergency preparedness program must comply with the *South Carolina Code of Laws, Section 25-1-450* and *Regulations 58-1*.
- B. It is agreed that each participating local jurisdiction will complete an annual *scope of work* to include predesignated work elements as described in program areas, and as agreed upon with the Division, to ensure eligibility for annual assistance funds. Core work elements should support the Division in accomplishing its goals under the Emergency Management Performance Grant (EMPG), and should include efforts in planning, exercising, training, data preparation, as well as other essential emergency management tasks.
- C. The local jurisdiction assures and certifies that they will comply with the regulations, policies and requirements set forth in the *Code of Federal Regulations (CFR) 44*; the Standards for a Merit System of Personnel Administration, *CFR 5, §900.*, *OMB Circulars Nos. A-102, A-87, and A-133*; and, the *Standard Assurances*, as they relate to the application, acceptance, and use of federal funds.
- D. It is also understood that any changes to this contract, to include the scope of work, will be mutually agreed upon in writing by and between the Division and the local jurisdiction.
- E. The Division agrees to reimburse local jurisdictions for 50% of actual eligible expenses, providing funds are available, for the satisfactory performance of their scope of work.
- F. It is agreed that the local jurisdiction, in support of the Division's responsibility to the Governor of the State of South Carolina, will report to the Division information concerning emergencies and/or disasters, as they occur within the jurisdiction, on a 24-hour basis.
- G. Each participating local jurisdiction must have a local *Emergency Operations Plan (EOP)*, which is approved by the local chief executive or other authorized official and accepted by the Governor or other authorized state official as being consistent with the state's *EOP*.
- H. It is agreed that in the event the local jurisdiction fails to meet the requirements described herein, and has previously received financial assistance administered through the Division, the local jurisdiction shall reimburse the Division to the full extent of payments made. However, if the requirements described herein have been partially met, and the local jurisdiction has previously received financial assistance administered through the Division, then the local jurisdiction shall reimburse the Division on a pro rata basis.

- I. It is agreed that the local jurisdiction will submit quarterly progress reports on work element status. It is further understood and agreed that all progress reports are due within ten (10) working days after the end of the period. It is further understood and agreed that the local jurisdiction will submit monthly or quarterly a FEMA Form 85-21, State and Local Expenditures, for reimbursement of eligible expenditures on the 16th day of the month following the end of the previous month.
- J. The local jurisdiction agrees to retain pertinent records, including financial records, supporting documents and statistical records, for a minimum of three years after the final expenditure report and all other pending matters are closed. In the event of litigation, claim or audit before the expiration of the three-year period, said records must be retained for three years after the litigation, claim or audit is resolved. When applicable, the local jurisdiction agrees to retain records for non-expendable property purchased totally or partially with contract funds for a period of three years, after its final disposition.
- K. The local jurisdiction shall have an audit performed in accordance with *OMB Circular A-133* for each fiscal year encompassed under this subcontract and forward one copy to the Division, if the total of all federal awards equal over \$300,000.00.
- L. The local jurisdiction agrees to adhere to affirmative action measures to ensure that applicants for employment, and the employees, are treated fairly without regard to their race, color, religion, age, sex, national origin, or handicap.
- M. The local jurisdiction agrees to adhere to *Section 8-13-420, Code of Laws of South Carolina*, as amended, insofar as they refer to prohibition of gratuities.

THIS PAGE MUST BE SUBMITTED WITH THE GRANT APPLICATION.

CERTIFICATION BY PROJECT DIRECTOR

(County EPD Director/Coordinator)

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-grantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Henry H. Gordon, Jr. Title: Director
(Please Print or Type)

Agency: Oconee Cty Emer. Prep. Address: 415 S. Pine St.

Phone Number: (864)638-4200 Walhalla, SC 29691

Signature: _____ Date: 11/29/00 Bonded: Yes, No

CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN

(County Administrator/Manager)

I certify that I understand and agree to ensure compliance with the general and fiscal provisions of this grant application, including the terms and conditions, thereof; and to ensure compliance with provisions of the regulations governing these funds and all other federal and state laws. I further certify that all information presented is correct and that appropriate coordination with affected agencies has been made. I further certify that I am duly authorized by the County to authenticate this grant application.

Name: Harrison E. Orr Title: Supervisor
(Please Print or Type)

Agency: Oconee County Address: 415 S. Pine St.

Phone Number: (864)638-4242 Walhalla, SC 29691

Signature: _____ Date: _____ Bonded: Yes, No

Additional Completion Instructions for Local EMPG

The worksheets for the LEMPG are at the back of this package. We have provided the following steps to aid you in completing the LEMPG worksheets:

1. Fill in your county name and your name at the top of each worksheet.
2. Determine and annotate the quarter for all mandatory items (M-101 through M-117) that have not been previously scheduled. An "X" should be placed in the Projected Block for the appropriate quarter. All mandatory items must be completed in the appropriate fiscal year (October 1, 2000 – September 30, 2001).
3. M-115 does not require a selection of a projected quarter. The number of reported incidents should be placed in the box at the end of each quarter.
4. Determine and annotate the quarter for all recommended items (R-201 through R-208). These are recommended and are not mandatory. An "X" should be placed in the Projected Block for the appropriate quarter.
5. Determine and annotate the quarter for all county specific mandatory (CSM-301 through R-306). These are mandatory for specific counties. An "X" should be placed in the Projected Block for the appropriate quarter.
6. The optional county elective items are left for counties to schedule. This area should be used to identify areas from the county self-assessment requiring special emphasis or for initiatives the county would like to pursue.

After the worksheets have been completed and processed, a copy will be sent to the county. **The following instructions should be used to complete the worksheet during the year:**

1. When an item is completed, place an "X" in the Completed Box under the quarter it was completed. Items may be completed in a quarter ahead of the projected quarter. A brief discussion (how it was accomplished, where, problems, lessons learned, personnel involved, etc) of each item is also required.
2. If an item is not completed by the projected quarter, a red "D" for "Delayed" should be placed in the Complete Box under the scheduled quarter. A red "X" should be placed in the new projected quarter and include a discussion describing why it was not completed.
3. The worksheets are required to be submitted quarterly within 10 days after the last month in the quarter ends. This year, the 1st quarter report is not required due to the delay in your receipt of the grant package. Reports will be required for the remaining quarters. The final worksheet with all items completed will be due on October 10, 2001. Area Coordinators will review the quarterly completions as scheduled.

FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

O.M.B. No. 3067-02006
Expires June 30, 1998

FOR
200 1

CA FOR (Name of State)
South Carolina

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II FEMA Form 20-16B, Assurances-Construction Programs
- Part III FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part IV SF LLL, Disclosure of Lobbying Activities (If applicable)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Henry H. Gordon, Jr.
Typed Name of Authorized Representative

Director
Title

Signature of Authorized Representative

Date Signed

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

"Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and maintaining the data needed, and completing and submitting the form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472."

FEDERAL EMERGENCY MANAGEMENT AGENCY
**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

Standard Form LLL, "Disclosure of Lobbying Activities" attached.
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or shall shall attached an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

FEDERAL EMERGENCY MANAGEMENT AGENCY
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

Standard Form LLL, "Disclosure of Lobbying Activities" attached.
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or shall shall attached an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

8. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Check if there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.



South Carolina
Department of Transportation

November 16, 2000

**Widening SC Route 11 to Provide Turn Lanes at Cascade Corporation and
Pine River Plastics near US Route 123 in Oconee County ENH 7-01 - PIN 24854**

Mr. William H. Bond
Chairman - Oconee County
Transportation Committee
PO Box 252
Seneca, SC 29678

Dear Mr. Bond:

Enclosed are four originals of an Agreement between the Department, the Oconee County Transportation Committee, Oconee County and the City of Seneca for work on the above subject project.

Please review the Agreement and, if acceptable, please sign all four originals on page 7 with one (1) witness to your signature, and then sign pages 10, 11, and 12. Also, please enter the date you signed the Agreements in the spaces, where provided, next to your signature on pages 10 and 11.

You should then forward all four originals of the Agreement to Oconee County for their signatures. The County will need to sign all four originals on page 7 with one (1) witness to their signature, and then sign pages 10, 11 and 12. The County will also need to enter the date they signed the Agreements in the spaces, where provided, next to their signature on pages 10 and 11.

The County should then forward all four originals of the Agreement to the City of Seneca for their signatures. The City will need to sign all four originals on page 7 with one (1) witness to their signature, and then sign pages 10, 11 and 12. The City will also need to enter the date they signed the Agreements in the spaces, where provided, next to their signature on pages 10 and 11.

All four originals should then be returned to me. **The Department will provide the date on page 1 and sign all four originals and return one fully executed original to you, the County and the City with authorization to proceed with the project.**

Please contact Secondary Roads Project Manager Fred Berry at telephone number (803) 737-1365 if you have any questions.

Sincerely,

Randall D. Williamson
"C" Program Engineer

FLB

Box 191

Phone: (803) 737-2314

AN EQUAL OPPORTUNITY/

Inter-Governmental Agreement

**South Carolina Department of
Transportation**

Oconee County Transportation Committee

Oconee County

City of Seneca

AGREEMENT BETWEEN
SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
AND
OCONEE COUNTY TRANSPORTATION COMMITTEE
AND
OCONEE COUNTY
AND
CITY OF SENECA

THIS FOUR PARTY AGREEMENT is made this _____ day of _____, 2000, by and between the Oconee County Transportation Committee (hereinafter referred to as "OCTC"), Oconee County (hereinafter referred to as "COUNTY"), the City of Seneca (hereinafter referred to a "CITY") and the South Carolina Department of Transportation (hereinafter referred to as "SCDOT").

WITNESSETH THAT:

WHEREAS, the parties hereto desire to work together in the design and construction of the widening of SC Route 11 to provide turn lanes at Cascade Corporation and Pine Plastics near US Route 123 in Oconee County; and

WHEREAS, the SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, the OCTC is a body politic with all the rights and privileges of such including the power to contract as necessary to carry out its functions and duties; and

WHEREAS, the COUNTY is a body politic with all the rights and privileges of such including the power to contract as necessary to carry out its functions and duties; and

WHEREAS, the CITY is a body politic with all the rights and privileges of such including the power to contract as necessary to carry out its functions and duties; and

WHEREAS, the SCDOT, OCTC, COUNTY and CITY have agreed to work together to accomplish the hereinafter described project;

NOW THEREFORE, in consideration of the mutual promises to be faithfully performed by the parties hereto as set forth herein, the SCDOT, OCTC, COUNTY and CITY do hereby agree as follows:

I. PROJECT DESCRIPTION:

The project which is the subject of this Agreement shall consist of the design, construction and any necessary right of way acquisition to SCDOT standards for the widening of SC Route 11 to provide turn lanes at Cascade Corporation and Pine River Plastics near US Route 123 in Oconee County.

The EXHIBIT represents a map of the project area.

The term "PROJECT" as used herein, shall refer to the above described project.

II. THE SCDOT WILL:

a. Provide preliminary engineering for surveys, plan preparation and right of way acquisition necessary for the PROJECT.

b. Accept responsibility for maintenance of improvements made under this PROJECT on SCDOT right of way in accordance with SCDOT policies and procedures after construction of the PROJECT is completed and accepted by SCDOT.

c. To the extent permitted by existing South Carolina law, the SCDOT hereby assumes complete responsibility for any loss resulting from bodily injuries (including death) or damages to property, arising out of any act or failure to act on the SCDOT's part, or the part of any employee of the SCDOT, in performance of the work undertaken under this Agreement.

III. CITY WILL:

a. Be responsible for total PROJECT services, including the procurement of all construction, construction engineering and inspection services for the PROJECT. The CITY shall be responsible for compliance with any and all procurement laws, rules or regulations applicable to the PROJECT.

b. Perform and submit all necessary permits, both Federal and State, as may be necessary to construct the PROJECT.

c. Secure any and all permits and environmental approvals that may be necessary or required for construction of this PROJECT, and to comply with the Environmental Policy Act of 1969 as well as other federal legislation pertaining to environmental requirements that may be necessary to construct this PROJECT. These environmental laws have been implemented through Federal Highway Administration Guidelines such as contained in 23 CFR 771 and Technical Advisory T-6640.8A. No right of way or construction activities are to be performed until the necessary permits have been obtained and all environmental approvals are received, or until it is determined that no permits or environmental approvals are necessary to construct the PROJECT. The services provided for under this letter "c" are to be certified in writing by the CITY to the DEPARTMENT when complete.

d. Give legal notice of and conduct any public hearings considered by the SCDOT to be necessary.

e. Arrange with applicable utility companies to make any necessary changes in their facilities when such would be affected by the construction of the PROJECT or interfere therewith.

f. Secure from the SCDOT an encroachment permit or permits prior to beginning any PROJECT work on SCDOT right of way.

g. Perform all PROJECT services on or affecting SCDOT right of way in accordance with SCDOT standards.

h. Be responsible for traffic control necessary for the PROJECT.

i. Adhere to all civil rights laws and regulations and acknowledges that it will meet the requirements of Title VI of the Civil Rights Act of 1964 as amended and will extend equal opportunities to Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Parts 23 and 26 in a non-discriminating manner.

j. Provide to the SCDOT upon request copies of all basic notes, sketches, charts, plans, correspondence, and other data prepared, furnished or obtained by or for the CITY or their agent under the terms of this Agreement.

k. Retain all records dealing with the PROJECT for three (3) years after final payment for construction or until final audit findings have been resolved, whichever is longer, and make such records available to the SCDOT upon request.

l. Arrange for and conduct a final inspection of the completed PROJECT with the SCDOT to determine whether all work has been performed in accordance with SCDOT standards and requirements.

m. To the extent permitted by existing South Carolina law, the CITY hereby assumes complete responsibility for any loss resulting from bodily injuries (including death) or damages to property, arising out of any act or failure to act on the CITY's part, or the part of any employee or agent of the CITY, including any contractor working on this PROJECT, in the performance of the work undertaken under this Agreement.

IV. COUNTY WILL:

Provide \$200,000.00 toward the cost of the PROJECT. Payment by the COUNTY to the SCDOT shall be made within ten (10) days of acceptance of the contractors bid by the SCDOT.

V. OCTC WILL:

a. Provide all funding in excess of the COUNTY's funding necessary for the accomplishment of the PROJECT.

b. Authorize the SCDOT to transfer from the OCTC's funds held by the SCDOT all funding necessary to accomplish the PROJECT.

VI. FUNDING:

a. The SCDOT shall incur no costs associated with the PROJECT.

b. The COUNTY shall provide \$200,000.00 toward the cost of the PROJECT.

c. The OCTC shall be responsible for all costs associated with the PROJECT.

d. The SCDOT will make payment to the CITY for all reasonable PROJECT costs incurred by the CITY based on a valid invoice submitted by the CITY to the SCDOT. A valid invoice is considered an invoice from the CITY to the SCDOT supported by suppliers' invoices and CITY financial records. Such invoices will be submitted to the SCDOT not more often than monthly.

e. The SCDOT will retain from OCTC funds the lump-sum amount of \$31,759.00 for services provided by the SCDOT.

VII. GENERAL:

a. In any dispute concerning a question or fact in connection with the work of the PROJECT or this Agreement or compensation therefor, the decision of the SCDOT's State Highway Engineer in the matter shall be final and conclusive for the Parties.

b. All PROJECT services on or affecting SCDOT right of way shall be designed and constructed in accordance with the SCDOT's current edition of its Standard Specifications for Highway Construction, the AASHTO Standard Specifications for Highway Bridges, 16th Edition, 1996, including the latest Interim Specifications thereto, AASHTO's "A Policy on Geometric Design of Highways and Streets - 1990", established SCDOT policies and procedures relating to the design, installation and maintenance of traffic signals. Pedestrian projects must comply with the ADAAG (Americans with Disabilities Act Accessibility Guidelines). Bicycle projects must comply with the AASHTO "Guide for the Development of Bicycle Facilities." Landscaping projects must comply with the SCDOT handout titled "Proposed Transportation Enhancement Projects on SCDOT Rights-of-Way." Any modifications to such standards must be recommended and approved by the SCDOT.

c. The parties hereto agree to comply with all applicable State, Federal and local laws, rules and regulations.

d. The OCTC, COUNTY and CITY or their authorized agent, shall agree to hold consultations with the SCDOT as may be necessary with regard to the execution of supplements to this

Agreement during the course of this PROJECT for the purpose of resolving any items that may have been unintentionally omitted from this Agreement or that may arise from unforeseen events or conditions. Such supplemental agreements shall be subject to the approval and proper execution of the parties hereto. No modifications or amendments to this Agreement shall be effective or binding upon any party unless all parties agree in writing to any such changes.

e. Any and all reviews and approvals required of the parties herein shall not be unreasonably denied, delayed or withheld.

f. The SCDOT by examination and approval of construction work prepared or performed by the OCTC, COUNTY and CITY, or their agent in connection with this PROJECT does not accept responsibility for the construction of the PROJECT. The OCTC, COUNTY and CITY, or their agent, shall be solely responsible for all claims, causes of action, or damages which may arise out of the improper construction of the PROJECT.

g. The SCDOT shall have the right to make on site inspections during the construction of the PROJECT.

h. The parties agree to conduct a final inspection of the completed PROJECT prior to acceptance of the work. The inspection will be arranged by the OCTC, COUNTY, CITY and the SCDOT shall have the right to accept or reject PROJECT services in accordance with SCDOT procedures.

i. This Agreement may be terminated by any party hereto upon written notice in the event of substantial failure by the other party to perform, through no fault of the terminating party in accordance with the terms herein. If the construction is not performed, this Agreement is then terminated. In the event of termination, the parties shall share the expense of work performed on a quantum meruit basis.

VIII. SUCCESSORS AND ASSIGNS:

The SCDOT, OCTC, COUNTY and CITY each binds itself, its successors and assigns to the other party with respect to these requirements, and also agrees that no party shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates indicated below.

Signed, sealed and executed for the OCTC.

WITNESS:

Al Dewitt marks

OCONEE COUNTY TRANSPORTATION
COMMITTEE

By: W. H. Bond
(Signature)

Title: CHAIRMAN OCTC

Fed. ID No: _____

Signed, sealed and executed for the COUNTY.

WITNESS:

OCONEE COUNTY

By: _____
(Signature)

Title: _____

Fed. ID No: _____

Signed, sealed and executed for the CITY.

WITNESS:

Al Dewitt marks

CITY OF SENECA

By: Samuel Alexander
(Signature)

Title: Mayor

Fed. ID No: 57-6000889

Signed, sealed and executed for the SCDOT.

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

WITNESS:

By: _____
State Highway Engineer

RECOMMENDED:

Title: _____

Intentionally Left Blank

CERTIFICATION OF SCDOT

I hereby certify that I am the State Highway Engineer of the Department of Transportation of the State of South Carolina and the OCTC, COUNTY, and CITY or their legal representatives have not been required directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind, except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 CFR, I further certify that any work stipulated in this agreement to be performed by the OCTC, COUNTY and CITY can be more advantageously performed by said OCTC, COUNTY and CITY and that said OCTC, COUNTY and CITY is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

(SCDOT Signature)

CERTIFICATION OF OCTC, COUNTY AND CITY

We hereby certify that we are duly authorized representatives of the OCTC, COUNTY and CITY, and that we nor the above OCTC, COUNTY and CITY we hereby represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for us) to solicit or secure this Agreement,
- (b) agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for us) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as herein expressly stated (if any):

I acknowledge that this certificate is to be furnished to the SCDOT and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

11-17-2000
Date

W. H. Bond
OCTC

Date

COUNTY

11-17-2000
Date

Joseph Macand
CITY

Certification for Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATE
11-17-2000

DATE

SCDOT
W. H. Bond

OCTC

DATE
11-17-2000

DATE

COUNTY
San Diego

CITY

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this agreement, the undersigned certifies to provide a drug-free workplace by:

- (1) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in a workplace;
 - (b) the person's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug violations;
- (3) making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by item (1);
- (4) notifying the employee in the statement required by item (1) that, as a condition of employment of this agreement, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) notifying the South Carolina Department of Transportation within ten days after receiving notice under item (4)(b) from an employee or otherwise receiving actual notice of the conviction;
- (6) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

OCTC: W. H. Bond

COUNTY: _____

CITY: Summerville

EXHIBIT A

MAP
(see attached)

BID NO. 00-09

(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The Blanchard Machinery Co.
submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for a front shovel for the Rock Quarry .

BASE BID

\$ 773,726.00

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number	Date
<u>None</u>	<u> </u>
<u>None</u>	<u> </u>

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: 10 - 12 weeks

Bidding Organization: Blanchard Machinery Company

Mailing Address: 224 Neely Ferry Road, Simpsonville, S. C. 29680

Signature of Bidder's Representative: *J. Barry Sullivan*

Print Name of Bidder's Representative: J. Barry Sullivan

Title: Sales Representative Date: 10/10/00

Telephone: (864) 963-3645 Fax: (864) 963-2063

BID SUPPLEMENTAL FORM

OCONEE COUNTY PROCUREMENT OFFICE

415 S. PINE STREET, ROOM 107

WALHALLA, SOUTH CAROLINA 29691

DATE: 10/10/00 BID NO 00-09

The Blanchard Machinery Co. takes the following exceptions:
(Bidder)

- OPTION 1 Additional Extended Warranty \$ 17,220.00
- For the additional 2 years Powertrain Warranty (Totaling 3 years) as stated above plus another 2 years Power- \$ 25,710.00 train warranty (Totaling 5 years/7500 hours) not to include travel time and mileage for last 2 years
- OPTION 2 34" Cab Riser is included in Base Bid
- The price and availability of the Base Bid is with the specified 4.71 cu. yd. bucket with the ESCO Zipperlip.
- We can also install a 6.8 cu. yd. bucket with the ESCO Zipperlip for \$3,971.00 more, with the same availability.
- We currently have a 5080 available immediately, with a standard 6.8 cu. yd. bucket (\$996.00 more), we could get the machine and bucket delivered to you in 30 - 60 days.

SIGNATURE: _____

Barry Sullivan

BID NO. 00-09

(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The INTERSTATE EQUIPMENT COMPANY
submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for a front shovel for the Rock Quarry

ONE (1) O & K RH 30E-600 HYDRAULIC SHOVEL WITH A 5.6 X 3 BUCKET

BASE BID	\$ <u>653,875.00</u>
OPTION 1	STD SEE ATTACHED
OPTION 2 .5M	\$ <u>4,337.00</u>

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number	Date
<u>N/A</u>	<u> </u>
<u> </u>	<u> </u>

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: 6 - 8 WEEKS

Bidding Organization: INTERSTATE EQUIPMENT COMPANY

Mailing Address: 122 GARDNERS TERRACE ROAD, WEST COLUMBIA, SOUTH CAROLINA 29172

Signature of Bidder's Representative: 

Print Name of Bidder's Representative: G. MARK DANTZLER

Title: VICE PRESIDENT Date: OCTOBER 9, 2000

Telephone: (803) 794-7400 Fax: (803) 739-0868

BID FORM
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The L.B. SMITH, INC.

submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for a front shovel for the Rock Quarry . ONE NEW HITACHI EX750-5 HYDRAULIC SHOVEL

BASE BID

\$ 605,980.00

OPTION 1--3 YEAR 7500 HOUR POWERTRAIN WITH 3 YEAR UNLIMITED HOUR CUMMINS WARRANTY ADD \$14,600.00
CUMMINS WARRANTY HAS \$200.00 DEDUCTIBLE.

OPTION 2--48" CAB RISER ADD \$12,865.00

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number

Date

NONE

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

*3 TO 4 WEEKS ARO SUBJECT TO PRIOR SALE W/STANDARD LIP.

*9 WEEKS WITH ZIPPER LIP INSTALLED PRIOR TO USE.

Completion/Delivery Date ARO: *CAB RISER OPTION 6 WEEKS ARO.

Bidding Organization: L.B. SMITH, INC.

Mailing Address: P.O. BOX 1453 COLUMBIA, SC 29202

Signature of Bidder's Representative: *Gene Kendrick*

Print Name of Bidder's Representative: GENE KENDRICK

Title: SALES REPRESENTATIVE Date: 10/09/2000

Telephone: 1-800-541-5744 Fax: 1-803-791-9920

BID NO. 00-09

(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The South Carolina Tractor & Equipment Company
submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for a front shovel for the Rock Quarry .

BASE BID

\$ 637,942.⁰⁰

Option #1

\$ No additional charge

Option #2

\$ 7914.⁰⁰

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number

Date

None

None

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: Within approx. 240 day (depending on date of order)

Bidding Organization: South Carolina Tractor & Equipment Co.

Mailing Address: P. O. Box 5815 Greenville S. C. 29606

Signature of Bidder's Representative: Earl Philbeck

Print Name of Bidder's Representative: Earl Philbeck

Title: Sales Representative Date: 10/10/2000

Telephone: (864) 288-6990 Fax: (864) 288-6994

BID SUPPLEMENTAL FORM

OCONEE COUNTY PROCUREMENT OFFICE

415 S. PINE STREET, ROOM 107

WALHALLA, SOUTH CAROLINA 29691

DATE: October 10, 2000

BID NO 00-09

The South Carolina Tractor & Equipment Co. takes the following exceptions:
(Bidder)

As listed on specification sheet and manufacturers literature enclosed.

SIGNATURE: _____

Earl Presbute

MINIMUM SPECIFICATIONS FOR A FRONT SHOVEL
FOR THE OCONEE COUNTY ROCK QUARRY

Oconee County is seeking sealed bids from qualified vendors for a new front shovel for the Rock Quarry.

Minimum Specifications

The minimum specifications are as follows:

- 169,535 lbs. Operating Weight 184,300 lbs.
- 4.71 cu. yds. (heaped) bottom dump heavy duty rock bucket with Escó zipper lip 5.8 cu. yd. w/ zipper
- Engine shall have 428 Net Flywheel Horsepower @ 1800 RPM 425 @ 1800 RPM
- 24 volt Starting System w/75 amp Alternator 80 Amp.
- High Ambient Oil Cooler Yes
- Automatic Engine Speed Control/Automatic Idle Down Yes
- Front Windows Cage Guard & Cab Top Falling Objects Protection Structure (FOPS) Yes
- Reinforced, Tinted Glass Windows Yes
- Heavy Duty Bottom Guards (Below Engine) Yes
- Radio AM/FM Yes
- Positive Filtered Ventilation Cab w/Heater, Defroster, Air Conditioner Yes
- Machine Must be Designed For Shovel Use/Beefed Up Mainframe For Above Ground Digging as Opposed to Traditional Excavator Below Ground Digging Yes
- Catwalks and Walk Through Service Access to Engine and Hydraulics on Rear of machine Yes
- Full Length Track Guiding Guards Standard Guards
- 24" Double Grouser Track Shoes Yes
- Front Loader Shovel shall have Automatic Parallel Bucket Lift Not Required
- 89,950 lbs. Bucket Digging Force 103,600#
- 97,600 lbs. Stick Crowd Force 141,900#
- 21' 10" Reach @ Maximum Loading Height See Digging Chart
- 31' 6" Reach @ Ground Level 30' 10"
- 7' 7" Dig Depth 10' 2"
- Right and Left Rearview Mirrors Yes
- Fire Extinguisher Mounted, 5# ABC Yes
- On-Board Lubrication System with remote grease fittings Yes
- County Radio Installed, Motorola Radius M1225, 4 channel, UHF Yes
- All Safety Equipment to Meet MSHA Standards and Regulations Yes
- Fast Fill Oil System Yes
- Fast Fill Fuel System Yes
- Deluxe suspension operators seat, adjustable Yes

BID NO. 00-09

(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The Mitchell Distributing Company
submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for a front shovel for the Rock Quarry .

BASE BID

\$ No-Bid

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number	Date
_____	_____
_____	_____

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: _____

Bidding Organization: Mitchell Distributing Company

Mailing Address: 407 Oak Road Piedmont, SC 29673

Signature of Bidder's Representative: 10-10-2000 Olin Dorroh

Print Name of Bidder's Representative: Olin Dorroh

Title: Branch General Manager Date: 10-10-2000

Telephone: 864-220-9482 Fax: 864-220-9489

Bidders					Carolina Tire			W. N. Watson Supply Co			Heafner Tire Group			Retreads Unlimited Inc		
Item #	Qty	Description	Tread	Load Range	Brand	Unit Price	Extended Price	Brand	Unit Price	Extended Price	Brand	Unit Price	Extended Price	Brand	Unit Price	Extended Price
GROUP C - HEAVY DUTY													0			
A	24	1000R20	st	G/14	Goodyear	\$ 198.33	\$ 4,759.92	Firestone	\$ 186.01	\$ 4,464.24	Monarch	\$ 189.85	\$ 4,556.40	Dunlop	\$ 227.57	\$ 5,461.68
B	24	1000R20	ms	G/14		\$ 198.33	\$ 4,759.92		\$ 199.27	\$ 4,782.48		\$ 196.53	\$ 4,716.72		\$ 294.15	\$ 7,059.60
C	10	1100R20	ms	G/14		\$ 244.65	\$ 2,446.50		\$ 243.81	\$ 2,438.10	Bridgestone	\$ 397.21	\$ 3,972.10		\$ 333.76	\$ 3,337.60
D	20	1100R22	st	H/16		\$ 242.41	\$ 4,848.20		\$ 252.27	\$ 5,045.40		\$ 336.37	\$ 6,727.40		\$ 335.27	\$ 6,705.40
E	20	1100R22.5	st	H/16		\$ 145.00	\$ 2,900.00		\$ 197.68	\$ 3,953.60	Dunlop	\$ 246.00	\$ 4,920.00		\$ 226.62	\$ 4,532.40
F	14	11L16	st	E/10		\$ 78.24	\$ 1,095.36		\$ 73.38	\$ 1,027.32	Titan	\$ 84.59	\$ 1,184.26		\$ 90.94	\$ 1,273.16
G	40	11R24.5 TL	ms	H/16		\$ 201.14	\$ 8,045.60		\$ 237.04	\$ 9,481.60	Dunlop	\$ 273.92	\$ 10,956.80		\$ 267.19	\$ 10,687.60
H	30	1400-24TL	lug	E/10		\$ 342.40	\$ 10,272.00		\$ 295.52	\$ 8,865.60	Titan	\$ 275.44	\$ 8,263.20	Denman	\$ 278.10	\$ 8,343.00
I	14	16.9-28 TT	lug	E/10		\$ 214.62	\$ 3,004.68		\$ 216.12	\$ 3,025.68		\$ 395.38	\$ 5,535.32	Monark	\$ 237.73	\$ 3,328.22
J	20	1000R15	st	G/14		\$ 220.48	\$ 4,409.60	Bridgestone	\$ 219.38	\$ 4,387.60	Dunlop	\$ 207.46	\$ 4,149.20	Dunlop	\$ 197.32	\$ 3,946.40
K	32	900-20	ms	E/10		\$ 204.84	\$ 6,554.88	Firestone	\$ 152.15	\$ 4,868.80	Modi	\$ 109.50	\$ 3,504.00	Modi	\$ 126.03	\$ 4,032.96
L	16	16.9-30 TT	lug	C/6		\$ 266.69	\$ 4,267.04		\$ 220.38	\$ 3,526.08	Titan	\$ 253.58	\$ 4,057.28	Monark	\$ 244.38	\$ 3,910.08
M	8	9-22.5	st	E/10		\$ 155.55	\$ 1,244.40	Power King	\$ 139.95	\$ 1,119.60	*none	\$ -	\$ -	Dunlop	\$ 185.99	\$ 1,487.92
N	22	1100R20	st	G/14		\$ 274.73	\$ 6,044.06	Firestone	\$ 252.27	\$ 5,549.94	Dunlop	\$ 278.31	\$ 6,122.82		\$ 265.42	\$ 5,839.24
O	32	11R22.5 TL	ms	H/16		\$ 195.51	\$ 6,256.32		\$ 233.02	\$ 7,456.64	Dunlop	\$ 279.97	\$ 8,959.04		\$ 259.90	\$ 8,316.80
P	16	16.9-34 TT	lug	C/6		\$ 261.73	\$ 4,187.68		\$ 247.12	\$ 3,953.92	Titan	\$ 302.10	\$ 4,833.60	Monark	\$ 303.67	\$ 4,858.72
Q	16	18.4-30 TL	lug	C/6		\$ 348.00	\$ 5,568.00		\$ 281.87	\$ 4,509.92	Titan	\$ 372.71	\$ 5,963.36		\$ 286.86	\$ 4,589.76
R	50	11R24.5 TL	st	H/16		\$ 156.00	\$ 7,800.00		\$ 211.44	\$ 10,572.00	Monarch	\$ 233.82	\$ 11,691.00	Dunlop	\$ 235.59	\$ 11,779.50
S	20	8.25-20 TT	st	F/12		\$ -	\$ -		\$ 135.91	\$ 2,718.20	Modi	\$ 98.21	\$ 1,964.20	Modi	\$ 108.73	\$ 2,174.60
T	6	9R22.5	st	E/10		\$ 155.55	\$ 933.30		\$ 136.81	\$ 820.86	Dunlop	\$ 190.15	\$ 1,140.90	Dunlop	\$ 185.99	\$ 1,115.94
U	4	1000-16 TT	st	G/14		\$ 153.31	\$ 613.24		\$ 66.14	\$ 264.56		\$ -	\$ -	Monark	\$ 85.41	\$ 341.64
V	6	19.5L24 TL	lug	C/6		\$ 373.20	\$ 2,239.20		\$ 357.27	\$ 2,143.62	Titan	\$ 362.31	\$ 2,173.86		\$ 340.66	\$ 2,043.96
W	6	9.5L16 TL	ll rib	C/6		\$ -	\$ -		\$ 64.75	\$ 388.50		\$ -	\$ -		\$ 163.36	\$ 980.16
X	12	31580R22.5	st	J/18		\$ 302.80	\$ 3,633.60		\$ 283.62	\$ 3,403.44	Dunlop	\$ 364.40	\$ 4,372.80	Somolmo	\$ 296.95	\$ 3,563.40
Y	4	19.5X24	st	C/6		\$ -	\$ -	n/a	\$ -	\$ -		\$ -	\$ -	Monark	\$ 336.66	\$ 1,346.64
Z	4	7X14.5	st	C/6		\$ -	\$ -	Low Boy	\$ 45.70	\$ 182.80	Dystar	\$ 36.62	\$ 146.48	Gellette	\$ 67.85	\$ 271.40
AA	4	9.5X15	st	E/10		\$ -	\$ -	Demmon	\$ 44.38	\$ 177.52	Titan	\$ 86.77	\$ 347.08	Monark	\$ 60.22	\$ 240.88
BB	8	8.25R20 BW	st	F/12		\$ -	\$ -	Sumitons	\$ 189.00	\$ 1,512.00	Michelln	\$ 224.41	\$ 1,795.28	Somolmo	\$ 189.53	\$ 1,516.24
CC	4	1000-16 SL	st	G/14		\$ 73.96	\$ 295.84	same as U	\$ 66.14	\$ 264.56		\$ -	\$ -	Monark	\$ 90.41	\$ 361.64
DD	4	8X14.5	st	F		\$ -	\$ -	Low Boy	\$ 65.75	\$ 263.00	Dystar	\$ 38.83	\$ 155.32	Power King	\$ 87.76	\$ 351.04
EE	8	285/75R 24.5	st	G/16		\$ 227.96	\$ 1,823.68	Firestone	\$ 214.53	\$ 1,716.24	Monarch	\$ 230.10	\$ 1,840.80	Dunlop	\$ 244.54	\$ 1,956.32
Subtotal						\$ 98,003.02			\$ 102,863.82		\$ 114,049.22		\$ 115,753.90		\$ 115,753.90	
S. C. Sales Tax						\$ 4,900.15			\$ 5,144.19		\$ 5,702.46		\$ 5,787.70		\$ 5,787.70	
Grand Total						\$ 102,903.17			\$ 108,028.01		\$ 119,751.68		\$ 121,541.60		\$ 121,541.60	
Did not bid all tires.									addition correction				*addition corrected			
Did not bid all tires.																

Attended Bid Opening: Ann Albertson, Donna McAlister, Lee Davis

BID NO. 00-16

(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The _____
submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for heavy duty tires as needed for the Vehicle Maintenance Facility .

Write in bid prices on the additional one (1) page of the Bid Form listing the tires.

For continuation of the contract beyond the initial term of December 1, 2000 through December 1, 2001, indicate maximum percentage increases in pricing above the preceding 1-year period:

Maximum Percentage Increase in Pricing

Contract Period Above Preceding One-Year Period

December 1, 2001, through December 1, 2002 _____ % (_____)
Spell out

December 1, 2002, through December 1, 2003 _____ % (_____)
Spell out

December 1, 2003, through December 1, 2004 _____ % (_____)
Spell out

December 1, 2004, through December 1, 2005 _____ % (_____)
Spell out

The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by the Oconee County Council and appropriation by them of the necessary money to fund said contract for each succeeding year.

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number	Date
_____	_____
_____	_____

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: _____

Bidding Organization: Carolina Tire

Mailing Address: PO Box 69 Seneca, S.C. 29675

Signature of Bidder's Representative: [Signature]

Print Name of Bidder's Representative: J Atkinson

Title: Sr. Mgr. Date: 11/5/02

Telephone: 864-882-1247 Fax: 864-882-1249

Name of Company

Carolina Tire

BID FORM

Item #	Qty	Description	Tread	Load Range	Brand	Unit Price	Grand Total
GROUP C - HEAVY DUTY							
A	24	1000R20	st	G/14	Goodyear	198.33	4759.92
B	24	1000R20	ms	G/14		198.33	4759.92
C	10	1100R20	ms	G/14		244.65	2446.50
D	20	1100R22	st	H/16		242.41	4848.20
E	20	1100R22.5	st	H/16		145.00	2900.00
F	14	11L16	st	E/10		78.24	1095.36
G	40	11R24.5 TL	ms	H/16		201.14	8045.60
H	30	1400-24TL	lug	E/10		342.40	10272.00
I	14	16.9-28 TT	lug	E/10		214.62	3004.68
J	20	1000R15	st	G/14		220.48	4409.60
K	32	900-20	ms	E/10		204.84	6554.88
L	16	16.9-30 TT	lug	C/6		266.69	4267.04
M	8	9-22.5	st	E/10		155.55	1244.40
N	22	1100R20	st	G/14		274.73	6044.06
O	32	11R22.5 TL	ms	H/16		195.51	6256.32
P	16	16.9-34 TT	lug	C/6		261.73	4187.68
Q	16	18.4-30 TL	lug	C/6		348.00	5568.00
R	50	11R24.5 TL	st	H/16		156.00	7800.00
S	20	8.25-20 TT	st	F/12			
T	6	9R22.5	st	E/10		155.55	933.30
U	4	1000-16 TT	st	G/14		153.31	613.24
V	6	19.5L24 TL	lug	C/6		373.20	2239.20
W	6	9.5L16 TL	tl rib	C/6			
X	12	31580R22.5	st	J/18		302.80	3633.60
Y	4	19.5X24	st	C/6			
Z	4	7X14.5	st	C/6			
AA	4	9.5X15	st	E/10			
BB	8	8.25R20 BW	st	F/12			
CC	4	1000-16 SL	st	G/14		73.96	295.84
DD	4	8X14.5	st	F			
EE	8	285/75R 24.5	st	G/16		227.96	1823.68
Subtotal							98003.02
S. C. Sales Tax							5% 4900.15
Grand Total							\$ 102903.17

BID NO. 00-16

(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The W.N. Watson Co.
submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for heavy duty tires as needed for the Vehicle Maintenance Facility .

Write in bid prices on the additional one (1) page of the Bid Form listing the tires.

For continuation of the contract beyond the initial term of December 1, 2000 through December 1, 2001, indicate maximum percentage increases in pricing above the preceding 1-year period:

Maximum Percentage Increase in Pricing - *state Pricing*
Increases Minimal

Contract Period Above Preceding One-Year Period

December 1, 2001, through December 1, 2002 _____ % (_____)
Spell out

December 1, 2002, through December 1, 2003 _____ % (_____)
Spell out

December 1, 2003, through December 1, 2004 _____ % (_____)
Spell out

December 1, 2004, through December 1, 2005 _____ % (_____)
Spell out

The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by the Oconee County Council and appropriation by them of the necessary money to fund said contract for each succeeding year.

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number	Date
_____	_____
_____	_____

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: _____

Bidding Organization: W.N. Watson Supply Co.

Mailing Address: 34 E. McBee Ave. Greenville, SC 29601

Signature of Bidder's Representative: Jim City

Print Name of Bidder's Representative: Tim Ethridge

Title: General Manager Date: 11.3.00

Telephone: (864) 232-8177 Fax: (864) 232-8170

Item #	Qty	Description	Tread	Load Range	Brand	Unit Price	Grand Total
GROUP C - HEAVY DUTY							
A	24	1000R20	st	G/14	Firestone T559	186.01	4464.24
B	24	1000R20	ms	G/14	Firestone T546	199.27	4782.48
C	10	1100R20	ms	G/14	Firestone T819	243.81	2438.10
D	20	1100R22	st	H/16	Firestone T575	252.27	5045.40
E	20	1100R22 5	st	H/16	Firestone T559	197.68	3953.60
F	14	11L16	st	E/10	Industrial Firestone F3	73.38	1027.32
G	40	11R24 5 TL	ms	H/16	Firestone FD663	237.04	9481.60
H	30	1400-24TL	lug	E/10	Firestone G2 Super Ground Grip	295.52	8865.60
I	14	16.9-28 TT	lug	E/10	Firestone R4	216.12	3025.68
J	20	1000R15	st	G/14	BridgeStone R187	219.38	4387.60
K	32	900-20	ms	E/10	Firestone Power Drive	152.15	4868.80
L	16	16.9-30 TT	lug	C/6	Firestone R1	220.38	3526.08
M	8	9-22 5	st	E/10	Power King	139.95	1119.60
N	22	1100R20	st	G/14	Firestone T575	252.27	5549.94
O	32	11R22.5 TL	ms	H/16	Firestone T831	233.02	7456.64
P	16	16.9-34 TT	lug	C/6	Firestone R1	247.12	3953.92
Q	16	18.4-30 TL	lug	C/6	Firestone R1	281.87	4509.92
R	50	11R24.5 TL	st	H/16	Firestone T559	211.44	10,572.00
S	20	8.25-20 TT	st	F/12	Firestone Transport	135.91	2718.20
T	6	9R22 5	st	E/10	Firestone T559	136.81	820.86
U	4	1000-16 TT	st	G/14 Sply	Firestone 4Rab	66.14	264.56
V	6	19.5L24 TL	lug	C/6	Firestone R1	357.27	2143.62
W	6	9.5L16 TL	tl rib	C/6	Firestone Trans Rib	64.75	388.50
X	12	31580R22 5	st	J/18	Firestone HP3000	283.62	3403.44
Y	4	19.5X24	st	C/6	N/A	N/A	N/A
Z	4	7X14.5	st	C/6	Low Boy	45.70	182.80
AA	4	9.5X15	st	E/10	Dunlop	44.38	177.52
BB	8	8.25R20 BW	st	F/12	Sumitomo	189.00	1512.00
CC	4	1000-16 SL	st	G/14	→ Same As Item U	66.14	264.56
DD	4	8X14.5	st	F	Low Boy	65.75	263.00
EE	8	285/75R 24.5	st	G/16 14	Firestone 507	214.53	1716.24
Subtotal							102,883.62
S. C. Sales Tax							5,144.18
Grand Total							\$ 108,027.80

BID NO. 00-16
(Use this number on envelopes and
all related correspondence.)

BID FORM
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The Heavenly Tire Group
submits herewith our Bid in response to bid request number shown above, and in compliance with
the description(s) and/or specification(s) attached hereto for heavy duty tires as needed for the
Vehicle Maintenance Facility .

Write in bid prices on the additional one (1) page of the Bid Form listing the tires.

For continuation of the contract beyond the initial term of December 1, 2000 through December
1, 2001, indicate maximum percentage increases in pricing above the preceding 1-year period:

Maximum Percentage Increase in Pricing

Contract Period Above Preceding One-Year Period

December 1, 2001, through December 1, 2002	<u>0</u>	%	(EXCLUDED 2001-2002 Spell out)
December 1, 2002, through December 1, 2003	<u>6</u>	%	(Six percent) Spell out
December 1, 2003, through December 1, 2004	<u>6</u>	%	(Six percent) Spell out
December 1, 2004, through December 1, 2005	<u>6</u>	%	(Six percent) Spell out

The continuation of the terms, conditions, and provisions of any resulting contract beyond the
fiscal year is subject to approval and ratification by the Oconee County Council and appropriation
by them of the necessary money to fund said contract for each succeeding year.

The above stated bid is based on all applicable specifications, drawings, etc. associated with this
bid and the following additional Addenda issued subsequent to the basic specifications and/or
drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is
issued, write the word "NONE".

Addendum Number	Date
<u>NONE</u>	_____
_____	_____

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: None

Bidding Organization: HEAFNER Tire Group

Mailing Address: 1611 RONGELWAY DR, FLORENCE, SC 29501

Signature of Bidder's Representative: Gerard Taylor

Print Name of Bidder's Representative: GERARD TAYLOR

Title: Customer sales REP Date: 11/13/2000

Telephone: 1-800-476-4250 Fax: 843-66517214

Name of Company Healyner Tire Group #014

BID FORM

Item #	Qty	Description	Tread	Load Range	Brand	Unit Price	Grand Total
GROUP C - HEAVY DUTY							
A	24	1000R20	st	G/14	Monarch Kehly Brand	189.85	4,556.40
B	24	1000R20	ms	G/14	Monarch Kehly Brand	196.53	4,716.72
C	10	1100R20	ms	G/14	Brittles Stone All ply only	397.21	3,971.20
D	20	1100R22	st	H/16	Dunlop 331	348.20	6,964.00
E	20	1100R22.5	st	H/16	Dunlop 331	246.00	4,920.00
F	14	11L16	st	E/10	Titan Con Armstrong	84.59	1,184.26
G	40	11R24 5 TL	ms	H/16	Dunlop	273.92	10,956.80
H	30	1400-24TL	lug	E/10	Titan Arm strong	275.44	8,263.20
I	14	16 9-28 TT	lug	E/10	Titan Armstrong	385.30	5,394.20
J	20	1000R15	st	G/14	Titan Armstrong Dunlop	207.46	4,149.20
K	32	900-20	ms	E/10	Michi Mod 109.50	109.50	3,504.00
L	16	16 9-30 TT	lug	C/6	Titan Armstrong	253.58	4,057.28
M	8	9-22.5	st	E/10	Dunlop 51 None 190.15	190.15	1,521.20
N	22	1100R20	st	G/14	Dunlop 5160	278.31	6,122.82
O	32	11R22.5 TL	ms	H/16	Dunlop 431	279.97	8,959.04
P	16	16 9-34 TT	lug	C/6	Titan Armstrong	302.10	4,833.60
Q	16	18 4-30 TL	lug	C/6	Titan Armstrong	372.71	5,963.36
R	50	11R24 5 TL	st	H/16	Monarch Kehly Brand	233.82	11,691.00
S	20	8 25-20 TT	st	F/12	Michi	98.21	1,964.20
T	6	9R22.5	st	E/10	Dunlop	190.15	1,140.90
U	4	1000-16 TT	st	G/14	None 14 ply		
V	6	19 5L24 TL	lug	C/6	Titan Armstrong 10 ply only	362.31	2,173.86
W	6	9.5L16 TL	tl rib	C/6	NONE		
X	12	31580R22.5	st	J/18	Dunlop	364.40	4,372.80
Y	4	19 5X24	st	C/6	No 6 ply Hwy		
Z	4	7X14 5	st	C/6	Dynstar 4 ply	36.62	146.48
AA	4	9 5X15	st	E/10	Titan 12 ply	86.27	342.08
BB	8	8 25R20 BW	st	F/12	Michelin	224.41	1,795.28
CC	4	1000-16 SL	st	G/14	None 14 ply		
DD	4	8X14.5	st	F	Dynstar 12 ply	38.83	155.32
EE	8	285/75R 24.5	st	G/16	Monarch Kehly Brand	230.10	1,840.80
Subtotal							122,951.04
S C Sales Tax							6,147.56
Grand Total							\$ 129,098.60

BID NO. 00-16
(Use this number on envelopes and
all related correspondence.)

BID FORM
OCONEE COUNTY PROCUREMENT OFFICE
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The Retreads Unlimited Inc
submits herewith our Bid in response to bid request number shown above, and in compliance with
the description(s) and/or specification(s) attached hereto for heavy duty tires as needed for the
Vehicle Maintenance Facility .

Write in bid prices on the additional one (1) page of the Bid Form listing the tires.

For continuation of the contract beyond the initial term of December 1, 2000 through December
1, 2001, indicate maximum percentage increases in pricing above the preceding 1-year period:

Maximum Percentage Increase in Pricing

Contract Period Above Preceding One-Year Period

December 1, 2001, through December 1, 2002 _____ % (_____)
Spell out

December 1, 2002, through December 1, 2003 _____ % (_____)
Spell out

December 1, 2003, through December 1, 2004 _____ % (_____)
Spell out

December 1, 2004, through December 1, 2005 _____ % (_____)
Spell out

The continuation of the terms, conditions, and provisions of any resulting contract beyond the
fiscal year is subject to approval and ratification by the Oconee County Council and appropriation
by them of the necessary money to fund said contract for each succeeding year.

The above stated bid is based on all applicable specifications, drawings, etc. associated with this
bid and the following additional Addenda issued subsequent to the basic specifications and/or
drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is
issued, write the word "NONE".

Addendum Number	Date
<u>NONE</u>	_____
<u>NONE</u>	_____

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: -

Bidding Organization: Retreads Unlimited Inc.

Mailing Address: P.O. Box 78 Anderson, S.C 29622

Signature of Bidder's Representative: Sidney McDowell

Print Name of Bidder's Representative: Sidney McDowell

Title: President Date: 11/11/00

Telephone: 864 224 9681 Fax: 864 231 6040

Name of Company Retreads Unlimited

BID FORM

Item #	Qty	Description	Tread	Load Range	Brand	Unit Price	Grand Total
GROUP C - HEAVY DUTY							
A	24	1000R20	st	G/14	Dunlop SP160	\$ 227.57	\$ 5,461.68
B	24	1000R20	ms	G/14	Dunlop SP431	\$ 294.15	\$ 7,059.60
C	10	1100R20	ms	G/14	Dunlop SP431	\$ 333.76	\$ 3,337.60
D	20	1100R22	st	H/16	Dunlop SP831	\$ 335.27	\$ 6,705.40
E	20	1100R22.5	st	H/16	Dunlop SP160	\$ 226.62	\$ 4,532.40
F	14	11L16	st	E/10	Denman	\$ 90.94	\$ 1,273.16
G	40	11R24.5 TL	ms	H/16	Dunlop SP431	\$ 267.19	\$ 10,687.60
H	30	1400-24TL	lug	E/10	Denman	\$ 278.10	\$ 8,343.00
I	14	16.9-28 TT	lug	E/10	Monark	\$ 237.73	\$ 3,328.22
J	20	1000R15	st	G/14	Dunlop SP160	\$ 197.32	\$ 3,946.40
K	32	900-20	ms	E/10	Modi Lug	\$ 126.03	\$ 4,032.96
L	16	16.9-30 TT	lug	C/6	Monark-2000	\$ 244.38	\$ 3,910.08
M	8	9-22.5	st	E/10	Dunlop SP160	\$ 185.99	\$ 1,487.92
N	22	1100R20	st	G/14	Dunlop SP160	\$ 265.42	\$ 5,839.24
O	32	11R22.5 TL	ms	H/16	Dunlop SP431	\$ 257.90	\$ 8,316.50
P	16	16.9-34 TT	lug	C/6	Monark 4/5	\$ 303.67	\$ 4,858.72
Q	16	18.4-30 TL	lug	C/6	Monark 4/5	\$ 286.86	\$ 4,589.76
R	50	11R24.5 TL	st	H/16	Dunlop SP160	\$ 235.59	\$ 11,779.50
S	20	8.25-20 TT	st	F/12	Modi Hwy	\$ 108.73	\$ 2,174.60
T	6	9R22.5	st	E/10	Dunlop SP160	\$ 185.99	\$ 1,115.94
U	4	1000-16 TT	st	G/14 ^{SP14}	Monark SH R7	\$ 85.41	\$ 341.64
V	6	19.5L24 TL	lug	C/6	Monark R-4	\$ 340.66	\$ 2,043.96
W	6	9.5L16 TL	tl rib	C/6	Monark FR ST R3	\$ 163.36	\$ 980.16
X	12	31580R22.5	st	J/18	Somatomo	\$ 296.95	\$ 3,563.40
Y	4	19.5X24	st	C/6	Monark R-4	\$ 336.66	\$ 1,346.64
Z	4	7X14.5	st	C/6	Geltak H+D	\$ 67.85	\$ 271.40
AA	4	9.5X15	st	E/10	Monark H.F1	\$ 60.22	\$ 240.88
BB	8	8.25R20 BW	st	F/12	Somatomo	\$ 189.53	\$ 1,516.24
CC	4	1000-16 SL	st	G/14 ^{SP14}	Monark SH R-6	\$ 90.41	\$ 361.64
DD	4	8X14.5	st	F	Power King	\$ 87.76	\$ 351.04
EE	8	285/75R 24.5	st	G/16	Dunlop SP160	\$ 244.54	\$ 1,956.32
Subtotal						\$ 6,654.56	\$ 115,753.90
S. C. Sales Tax						\$ 332.73	\$ 5,787.70
Grand Total						\$ 6,987.29	\$ 121,541.60

OCONEE COUNTY REQUISITION

TO: PURCHASING DEPT
DATE: <u>November 28, 2000</u>
INITIATING DEPT: <u>South Cove Park</u>
DELIVER TO: <u>South Cove Park</u>
DATE REQUESTED: <u>ASAP</u>
BUDGET CODE: <u>10-018-30180-00881</u>

	BIDDER	BIDDER	BIDDER
COMPANY NAME:	Hubbard		
PERSON QUOTING:			
PHONE NO.:			NOV 28 2000
DELIVERY TIME:			

Quantity	unit of measure	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total
640.27	tons	new paving and overlay of various areas of park.	36.00	23,050.00				
		-boat ramp #1 parking lot						
		-entrance/fee station area						
		-tent section in campground						
		-aprons on campground roads						
		* SEE ATTACHED FOR DETAILS*						
		+/- 15% overages, increases and changes		3457.50				
		** addition to current contract **						
		bid #99-46						
		PO# 36692						
Total:					26,507.50			

PURCHASING DEPT USE ONLY

ISSUED TO: _____

ADDRESS: _____

PO #: _____

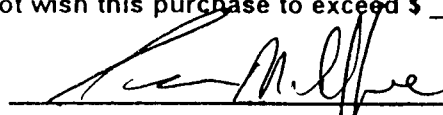
VENDOR #: _____

ENCUMBRANCE DATE: _____

I hereby certify that the items listed above are needed by this department for the sole use and benefit of Oconee County.

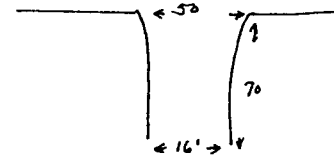
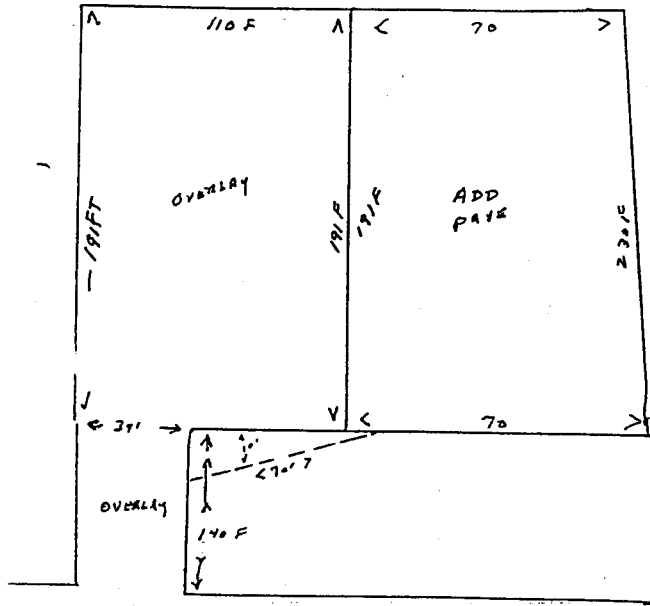
I certify that the balance of this account as of requisition date is \$ 30,000.00

I do not wish this purchase to exceed \$ 30,000.00



 department head signature

CU



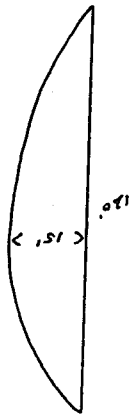
21.23 T
0.32 #, 0.16.23

COPY

OVERLAY 7.25
 PAVE 336.22
~~336.22~~
 336.22

COPY

~~6/12/02~~
~~17 Jans~~
~~Sparks~~
6/12/02



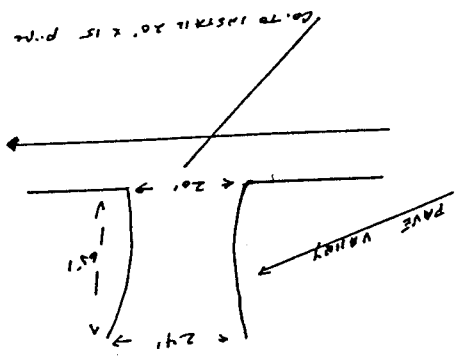
IMPROVEMENTS-SOUTH COVE PARK

DRAWING NO: 3

LOCATION: Fall off at Rain House

COPY

7055 18.07
@ 12 = 676.52

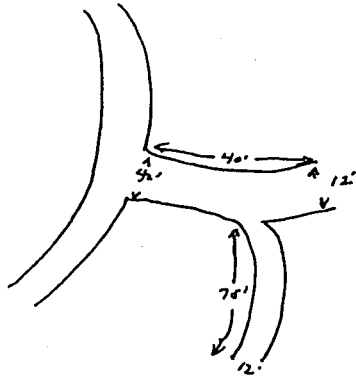


IMPROVEMENTS-SOUTH COVE PARK

DRAWING NO: 4

LOCATION: TOP OF HILL (Left)

DRAWING NO: 5 LOCATION: AT LAKE

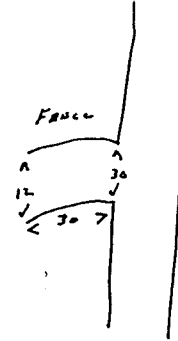


COPY

70.05
13.20
11.
24.20

C36" = 871.20

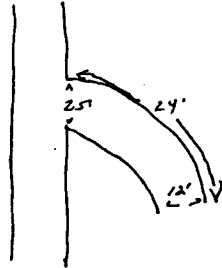
DRAWING NO: 6 LOCATION: Landing Hill Lot 70R



7.70 T
 C36" = 277.20

COPY

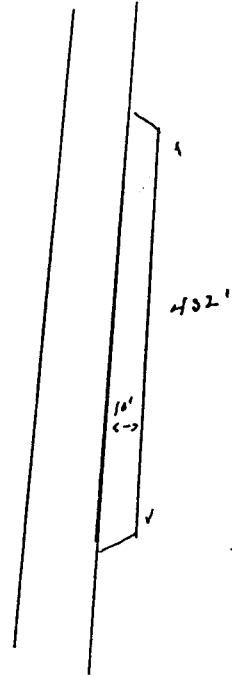
DRAWING NO: 7 LOCATION: Right of Road Lake Rd



52.80T
C36 = 1900.80

COPY

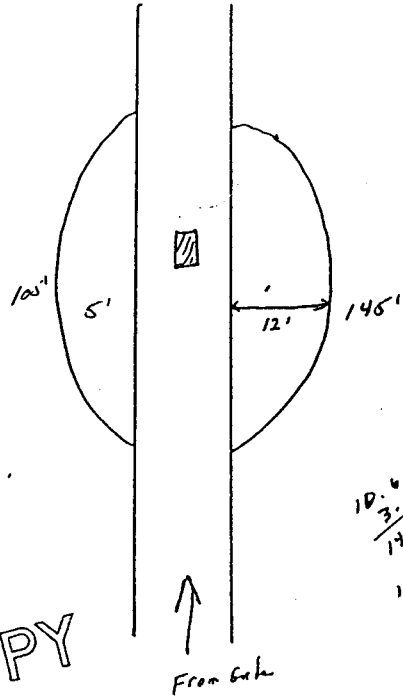
DRAWING NO: 8 LOCATION: Parking Roadside



52.80T
C36 = 1900.80

COPY

DRAWING NO: 9 LOCATION: MAIN ENTRANCE



COPY

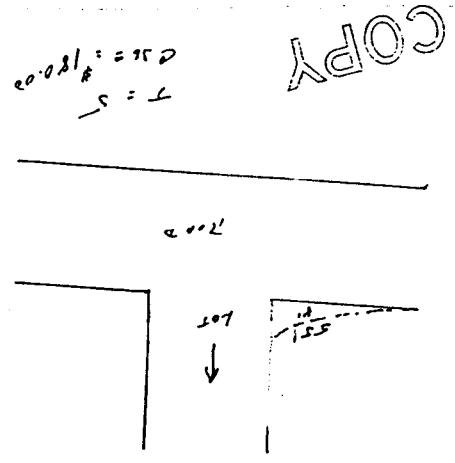
$$\begin{array}{r} 10.43 \\ 3.45 \\ \hline 13.88 \\ 15.7 \\ \hline 29.58 \\ \hline \$540.00 \end{array}$$

DRAWING NO: 10 LOCATION: Special Bridge

~~$$\begin{array}{r} 4 \text{ AT } 37 \text{ tons} \\ \hline 12 \\ \hline @ 36 = \$432.00 \end{array}$$~~

9 AT 3 tons each
 T=27
 @ 36 = \$972.00

COPY



T = 5
D 16 = 180.00

A RESOLUTION CONSENTING TO THE RELEASE OF DUNLOP MAXFLI SPORTS CORPORATION OF ITS OBLIGATIONS PURSUANT TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND DUNLOP MAXFLI SPORTS CORPORATION DATED AS OF DECEMBER 1, 1999.

718-1024

WHEREAS, Oconee County, South Carolina (the "County") and Dunlop Slazenger Group Americas, Inc., formerly known as Dunlop Maxfli Sports Corporation, ("Dunlop Maxfli") executed a lease agreement dated as of December 1, 1999 (the "Lease Agreement"); and

WHEREAS, pursuant to Section 9.01 of the Lease Agreement, provides that with the consent of the County, Dunlop Maxfli may seek a release of its obligations under the Lease Agreement; and

WHEREAS, due to corporate restructuring, Dunlop Maxfli will become Dunlop Slazenger Manufacturing LLC, a South Carolina limited liability company ("Dunlop Slazenger"); and

WHEREAS, Dunlop Slazenger will undertake all of the duties and obligations of Dunlop Maxfli pursuant to the Lease Agreement; and

WHEREAS, there is no substantive change in the corporate ownership or assets of the Oconee County facility now owned by Dunlop Maxfli that results from this corporate reorganization.

NOW, THEREFORE, BE IT RESOLVED by the County Council of the County, as follows:

Section 1. The County hereby acknowledges the receipt and sufficiency of this notice and based on the covenants contained herein, hereby substitutes Dunlop Slazenger in all respects for Dunlop Maxfli and releases Dunlop Maxfli from its obligations under the Lease Agreement.

Section 2. By the action taken in this Resolution, the County hereby consents to the transfer of all tangible assets of Dunlop Maxfli located in Oconee County, South Carolina to Dunlop Slazenger and the assumption of Dunlop Slazenger of all of the responsibilities and obligations of Dunlop Maxfli pursuant to the Lease Agreement.

Section 3. The Supervisor/Chairman of the County Council is hereby authorized and directed to execute and deliver this Resolution in the name of and on behalf of the County, and the Clerk to the County Council is hereby authorized and directed to attest the same.

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

AGREEMENT

COMES NOW Oconee County, political subdivision of the State of South Carolina, Dorothy Lindsey, and H.R. Garrett, Inc. and agree as follows:

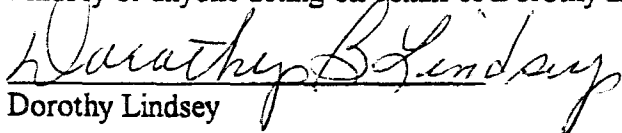
WHEREAS Dorothy Lindsey wishes to obtain a permit to put a water line in the right-of-way secured by Oconee County along Keowee Trail Road, and

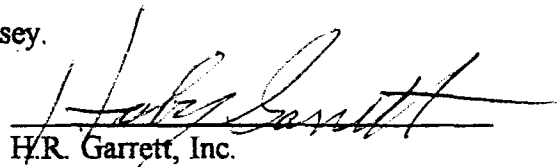
WHEREAS H.R. Garrett, Inc. is in the process of paving Keowee Trail Road, and

WHEREAS Oconee County wishes to insure that the warranty from H.R. Garrett, Inc. continues to apply to the work performed by H.R. Garrett, Inc. on Keowee Trail Road regardless of any work or damage done to said road by Dorothy Lindsey.

The parties agree as follows:

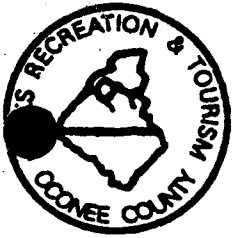
1. Oconee County will grant a permit to Dorothy Lindsey to run a water line along the right-of-way at Keowee Trail Road.
2. Dorothy Lindsey agrees to indemnify and reimburse H.R. Garrett, Inc. and Oconee County for any damage to Keowee Trail Road that results from the installation of the water line by Dorothy Lindsey or anyone acting on behalf of Dorothy Lindsey.
3. H.R. Garrett, Inc. agrees to continue to offer the same warranty on Keowee Trail Road as set forth in the current paving contract between Oconee County and H.R. Garrett, Inc. and will not void such warranty for any damage done to the road by Dorothy Lindsey or anyone acting on behalf of Dorothy Lindsey.


Dorothy Lindsey


H.R. Garrett, Inc.

Oconee County

*Approved by Council
10/20/00
Special Meeting*



SOUTH COVE COUNTY PARK

1099 SOUTH COVE RD SENECA, SC 29672

(864) 882-5250

Memo To: Harrison Orr, Supervisor
Law Enforcement Committee Members

From : Sean McGuffee- South Cove County Park
Ted Hitzler, Tom Hulse- High Falls County Park

Date : December 1, 2000

Subject: Reduction of camping rates for winter months

High Falls and South Cove County Parks have been open for camping 12 months a year for 4 years. The months of December – February used to be our closure period for maintenance. These months continue to be time during which little revenue is generated from camping.

We feel that a reduction of the current camping rates (see attached) to a fee of \$10.00 for everyone during this period would encourage more visitations. A discount should entice more people to utilize our facilities. We currently have to keep restrooms open and heated and maintain the camping area whether there are campers or not, so more site rentals should help to offset this expense.

We ask the Law Enforcement Committee to consider this request at the Monday, December 4, 2000 meeting and make their recommendation, if any, to the County Council on Tuesday, December 5, 2000.

Representatives from the parks will attend both meetings and be available to answer any questions or concerns you may have.

Camping Rates

Oconee County Residents :

Regular ----- \$13.00 per night

Senior Citizen (over 60)

Disabled ----- \$10.00 per night

Outside of Oconee County :

Regular ----- \$15.00 per night

Senior Citizen (over 60)

Disabled ----- \$12.00 per night



School District of Oconee County Administrative Offices

www.oconee.k12.sc.us

North College and East North Broad Streets, P.O. Box 649, Walhalla, SC 29691 • (864) 638-4000 • Fax (864) 638-4031

December 1, 2000

Mr. Harrison Orr
Supervisor-Chairman
Oconee County Council Office
South Pine St.
Walhalla, SC 29691

Dear Harrison:

I am submitting the following request from one of our schools:

40 tons of top soil - Walhalla Middle School for Flower Garden

If you can approve this, please contact: Danny Woodward, Walhalla Middle School - 638-4575. I can arrange for it to be hauled by our district, etc.

Thanks very much.

Sincerely,

Buddy G. Herring
Superintendent of Education

BGH:iow