

AGENDA ITEM SUMMARY
COUNCIL MEETING DATE: 2/20/07
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Public Hearing to Receive Written and/or oral comments regarding the sell of +/- 8.5+ acres of land and related improvements including a 39,071 speculative building located at 118 Cottage Way, Westminster, SC.

BACKGROUND OR HISTORY:

Oconee County constructed this speculative building with the hopes of having an industrial client interested in purchasing it for the purpose of supplying gainful employment for Oconee County citizens.

CONSIDERATION OR CONCERNS:

The County now has a client who has expressed an interest in the purchase of this speculative building and it will be up to Council to conduct a public hearing and make the decision regarding the sell of the land and building.

STAFF RECOMMENDATION FOR COMMITTEE ACTION:

Staff recommends Council conduct the public hearing and consider the sell on the land and speculative building.

FINANCIAL IMPACT:

No negative affect on the County budget, but the sell of the land and speculative building and employment of Oconee County citizens could have a positive affect on the County economy.

ATTACHMENTS:

None

Submitted or Prepared By:

Opal O. Green
Department Head

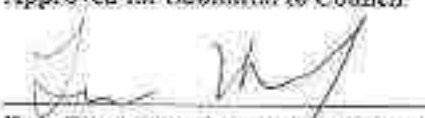
Reviewed By/Initials:

_____ Finance

_____ Attorney

_____ N/A _____ Other

Approved for Submittal to Council


Tom Hendricks, County Administrator

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING: 2/20/07
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

Public hearing and third and final Reading of Ordinance 2006-30, "AN ORDINANCE AMENDING ORDINANCE 99-14, UNIFIED PERFORMANCE STANDARDS ORDINANCE TO INCLUDE CHAPTER 7, "TATTOOING FACILITIES WITHIN THE UNINCORPORATED AREAS OF OCONEE COUNTY"

BACKGROUND OR HISTORY:

The State of South Carolina has issued final approval to regulations governing the operation of tattoo facilities. Under these rules and guidelines, an applicant for a state license is required to obtain a letter of compliance with local requirements. Given the popularity of tattooing and Oconee County's proximity to a major college student population (a major pool of potential customers), there is a great likelihood that one or more facilities will seek to locate in our area, therefore, the Planning Commission has drafted regulations designed to minimize any possible negative secondary effects prior to receipt of a formal application. The Planning Commission voted unanimously to recommend the draft regulations to Council for consideration.

SPECIAL CONSIDERATIONS OR CONCERNS:

The state regulations governing tattoo facilities provide for strict health and building code requirements and a mandate of a 1000' set back from all churches, schools and playgrounds. The draft ordinance adds protection for private residences by requiring that facilities locate in or near existing business areas along collector or arterial roads and provide adequate screening and/or fencing to minimize noise, light and other negative secondary effects after traditional "family hours". The draft ordinance also provides for Council to set appropriate fees to offset any costs incurred in implementing the requirements.

STAFF RECOMMENDATION FOR COMMITTEE ACTION:

Staff recommends Council conduct the public hearing and consider third and final reading of Ordinance 2006-30.

FINANCIAL IMPACT:

Any costs incurred through site visits and reviewing submitted materials can be offset with an appropriate application fee.

ATTACHMENTS:

Proposed Ordinance 2006-30

Submitted or Prepared By:

Opal O. Green
Department Head/Elected Official

Approved for Submittal to Council:


Tom Hendricks, Administrator

Reviewed By/Initials:

_____ : County Attorney

_____ : Finance

**Proposed for Inclusion in the Oconee County
Unified Performance Standards Ordinance**

**7.0 TATTOOING FACILITIES WITHIN THE UNINCORPORATED AREAS OF
OCONEE COUNTY**

7.1 Purpose and Intent

It is the purpose of this ordinance to regulate tattooing facilities in order to promote the health, safety, and general welfare of the citizens of Oconee County, and to establish reasonable and uniform regulations to prevent the deleterious locating and concentration of tattooing businesses within the County.

It is the intent of this ordinance to establish standards for tattooing facilities that will insure that these businesses are operated in a manner that is in full compliance with all applicable laws of the United States of America, the State of South Carolina, and Oconee County, and to provide Oconee County with a reasonable and legitimate mechanism for enforcing applicable laws.

7.2.1 Jurisdiction

This section shall apply to any tattooing facility that is established within the unincorporated area of Oconee County.

7.2.2 Enabling Authority

This ordinance is adopted by Oconee County Council in accordance with Title XLIV, Chapter 34 of the South Carolina Code of Laws, as an application of the police powers for the purpose of promoting the public health, safety, and welfare.

7.2.3 Finding of Fact

7.4.1 There exists potential for the establishment of tattooing facilities in Oconee County, and it is in the interest of the public health, safety, and welfare of the citizens of Oconee County to provide for minimum standards and regulations for tattooing facilities, as well as for the health, safety, and general welfare of the owners, operators, employees, and patrons of such businesses.

7.4.2 The State of South Carolina has indicated or implied concern for the secondary affects of tattooing facilities through the provisions in State Law Title XLIV, Chapter 34 Section 110, by requiring a distance separation of one thousand feet from churches, schools, and playgrounds.

7.4.3 The peak volume of business for tattooing facilities tends to occur when many families desire quiet, making such facilities incompatible with residential areas.

7.4.4 It is not the intent of this ordinance to suppress speech activities protected by the First Amendment of the Constitution of the United States of America or to place any permissible burden on any constitutionally protected expression or expressive conduct by the enactment of this ordinance. Rather, it is the intent of Oconee County to enact a content neutral regulation that addresses the secondary affects of tattooing facilities by erecting location requirements to such facilities.

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NOVEMBER 6, 2006

7.5 Definitions

- 7.5.1 Arterial Road-** a major road that serves as an avenue for circulation into, out of, or around Decker County; typical number of average daily traffic (ADT) exceeds 5000.
- 7.5.2 Church-** an establishment, other than a private dwelling, where religious services are usually conducted.
- 7.5.3 Collector Road-** a road that has the primary purpose of gathering traffic from intersecting local roads and handling movements to the nearest arterial road; a secondary function is to provide direct access to abutting properties. Typical number of average daily traffic (ADT) exceeds 800.
- 7.5.4 Existing Commercial Area -** any area in which three (3) or more separate businesses, fronting the same road, are located adjacent to each other, not separated by any occupied single family residence.
- 7.5.5 Playground-** a place, other than grounds at a private dwelling that is provided by the public or members of a community for recreation.
- 7.5.6 Residential Parcel-** a parcel utilized primarily for single family residency or a parcel upon which a residential home is within one thousand (1,000) feet of a tattooing facility.
- 7.5.7 School-** an establishment, other than a private dwelling, where the usual processes of education are usually conducted.
- 7.5.8 Shopping Center-** a commercial establishment consisting of multiple spaces, leased or owned, for individual businesses.
- 7.5.9 Site Plan-** the development plan for a tattooing facility on which is shown the existing and proposed conditions of the lot, including landscaping, walkways, means of ingress and egress, structures and buildings, signs and lighting, buffers and screening (if applicable), surrounding development, surrounding parcels, and any other information that may be reasonably required in order that an informed decision can be made as to whether or not the requirements of this ordinance have been satisfied.
- 7.5.10 Tattoo Artist-** a person who practices body tattooing and who meets all State and County requirements.
- 7.5.11 Tattoo Facility-** any room, space, location, area, structure, or business, or any part of these places, where tattooing is practiced or where the business of tattooing is conducted.
- 7.5.12 Tattoo or Tattooing-** to indelibly mark or color the skin by subcutaneous introduction of nontoxic dyes or pigments.

7.6 Location Requirements

- 7.6.1** Tattooing facilities shall not be located within one thousand (1,000) feet of a church, school, or playground. This distance shall be the shortest route of ordinary pedestrian or vehicular travel along the public thoroughfare from the nearest point of the grounds in use as part of the church, school, or playground.
- 7.6.2** In the event a parcel on which a tattooing facility is proposed to be located adjoins a residential parcel (as defined by this ordinance), the owner of the tattooing facility shall install a fence and any necessary additional screening sufficient to prevent light, sound, and other

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secondary effects from negatively impacting existing residences. All plans for such fencing and/or screening shall be approved by the Planning Director prior to installation.

- 7.6.3 Tattooing facilities may be located in any shopping center in Oconee County that is not located within one thousand (1,000) feet of a church, school, or playground.
- 7.6.4 Tattooing facilities shall be located no further than one (1/4) quarter mile (1,320 feet) from existing commercial areas (as defined by this ordinance).
- 7.6.5 Tattooing facilities shall locate only on arterial or collector roads, and shall be accessed directly from the road upon which the facility is located. No tattooing facility shall be located on a local road.

7.7 Request for a Letter of Compliance

- 7.7.1 The owner shall request in writing that the Planning Director review the location of the tattooing facility and issue a letter of compliance.
- 7.7.2 Appropriate fees, as established by resolution of the Oconee County Council, shall be paid at the time of request for a letter of compliance.
- 7.7.3 The owner shall submit the following items to the Planning Director at the time a formal request for a letter of compliance is made:
 - a. A site plan showing the location of the tattooing facility, including surrounding parcels;
 - b. A copy of a survey (stamped by a surveyor licensed by the State of South Carolina) showing that the location of the proposed tattooing facility is not less than one thousand (1,000) feet from church, playground, or school;
 - c. The road name and classification (specifying the ADT's) on which the tattooing facility will be located;
 - d. Proof that the tattooing facility is to be located in or within one-quarter (1/4) mile of an established commercial area (as defined by this ordinance), or within an existing shopping center;
 - e. Plans for any necessary fencing or screening, as defined in this ordinance.

7.8 Issuance of Letter of Compliance

- 7.8.1 The Planning Director shall issue a letter of compliance when all requirements of this ordinance have been met.
- 7.8.2 The letter of compliance shall not be issued, or may be revoked, if one or more of the following conditions are found to be present at any time:
 - a. The proposed tattooing facility is in violation of any portion of this ordinance, including the section concerning location requirements;
 - b. The proposed tattooing facility is in violation of any other Oconee County ordinance or regulation, any ordinance or regulation enforced by an administrative department, bureau, or governmental entity of the State of South Carolina, or any law or regulation of the United States of America;

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- c. The applicant is under eighteen (18) years of age;
- d. The applicant has failed to provide information that is reasonably necessary and required for compliance with this ordinance or has falsely answered a question or request for information;
- e. The premises to be used for the operations of the proposed tattooing facility is found to be unsafe by the Rural Fire Chief of Oconee County, the Building Official of Oconee County, or an appropriate official of South Carolina Department of Health and Environmental Control;
- f. The applicant and/or the spouse of the applicant is found to be overdue in payment to the county of taxes, fees, fines, or penalties assessed against the individual, or imposed upon the individual in relation to the tattooing business;
- g. The applicant is more than one individual or is a corporation and it is found that any person having at least ten (10%) percent ownership in the tattooing business, any person having at least ten (10%) percent ownership interest in a corporation owning the tattooing business, or the spouse of any person having ten (10%) percent ownership in the tattooing business is overdue in payment to the county of taxes, fees, fines, or penalties assessed against the individual, or imposed upon the individual in relation to said business;
- h. Appropriate fees are unpaid.

7.8.3 A letter of compliance shall expire six (6) months from the date that the letter was issued; however, one six (6) month extension may be granted provided:

- a. request for an extension is submitted no less than ten (10) working days prior to the expiration date of letter;
- b. the applicant can prove that all pertinent circumstances surrounding the proposed tattooing facility have not changed since application was made;
- c. the applicant provides sufficient documentation supporting the request for an extension, specifically detailing all actions to date in pursuit of the establishment of the tattooing facility.

7.9 Non-Compliance

7.9.1 Any existing tattooing facility, having been duly issued a letter of compliance and subsequently found to be in violation of this ordinance or any other county enforced regulation, shall be subject to any appropriate penalties and/or remediation, to include any additional fees as deemed appropriate by County Council. Notice of all non-compliance shall be forwarded to DHEC and other appropriate authorities.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: February 29, 2007
COUNCIL MEETING TIME: 7:00 p.m.

ITEM TITLE OR DESCRIPTION:

RFQ #06-17, Professional Consulting Services (On-Call) to provide personnel and render professional services for the use and benefit of Oconee County for the following categories: (A) Development of Transportation planning projects and studies; (B) Development of Stormwater Management planning and studies; (C) Development of Roadway and Bridge designs; (D) Development of Environmental planning projects and studies; (E) Provide on-call Engineering Services; (F) Provide on-call Surveying Services; and (G) On-Call Design/Build Services.

BACKGROUND OR HISTORY:

Seeing that on-call engineering services proved to be useful in the past, Staff decided that selecting several qualified individuals or firms for various anticipated professional service categories would help the County obtain quality services in a timely and consistent manner.

BID SOLICITATION HISTORY:

On January 17, 2007, formal sealed Request for Qualifications were opened. Seventy-five companies were originally notified of this bid opportunity. Thirty-nine companies submitted Statements of Qualifications for categories A-G (Bid Tabulation attached). The Evaluation Committee reviewed and evaluated all the responses and selected firms for each category based on the RFQ requirements.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Evaluation Committee sees a need to recommend more than one firm per each category. Primarily some professional consulting service providers may be more skilled in certain assignments within a category.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Award RFQ #06-17 for On-Call Professional Consulting Services to the following firms in the Categories as shown:

- Category A - Transportation: B. P. Barber & Associates, Inc., and Davis & Floyd, Inc.
- Category B - Stormwater: B.P. Barber & Associates, Inc., Davis & Floyd, Inc., and Goldie & Associates
- Category C - Roads & Bridges: Davis & Floyd, Inc., and Goldie & Associates
- Category D - Environmental: B.P. Barber & Associates, Inc., Davis & Floyd, Inc., and Goldie & Associates
- Category E - Engineering: B.P. Barber & Associates, Inc., Davis & Floyd, Inc., and Goldie & Associates
- Category F - Surveying: Stephen R. Edwards & Associates, and Gregory B. Nosebee & Associates
- Category G - Design/Build: Ard, Wood, Holcombe & Slate, Inc.; J. Davis Construction, Inc., and Trebel Corporation

When services are needed, a specific Scope of Work will be defined and a "not to exceed" price will be established based on the fee schedules submitted in accordance with the RFQ. Work Authorizations in excess of \$25,000 will be brought back to County Council for approval, prior to any work commencing.

A sample contract is attached. The contracts will be finalized and presented to Council Chair within fifteen days of approval by Council.

Additionally, staff recommends that Council authorize the County Administrator to renew the contract for up to four one-year periods, provided their work is satisfactory.

FINANCIAL IMPACT:

There is no financial impact at this time. The On-Call Professional Consulting Services may be used as needed as future projects are funded.

ATTACHMENTS:

1. Bid Tabulation
2. Sample Contract

Submitted or Prepared By:


Marianne A. Dillard, Procurement Director

Approved for Submittal to Council:


Tom Hendricks, County Administrator

Reviewed By/ Initials:

___ n/a ___ County Attorney

___ n/a ___ Finance

Mack Kelly - Department

C: Clerk to Council

A = Transportation
B = Stormwater
C = Road & Bridge
D = Environmental

E = Engineering
F = Surveying
G = Design Build

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

Marianne Dillard
Procurement Director

Bidders Address	Ard, Wood, Holcombe & Slate, Inc. Greenville, SC	B.P. Barber & Assoc. Inc. Columbia, SC	Davis & Floyd Greenwood, SC	Goffie & Assoc. Seneca, SC
Submitted				
Qualifications	yes	yes	yes	yes
Category	G	A, B, D, E	A, B, C, D, E	B, C, D, E
Ranking	1	1, 1, 1, 1	2, 3, 1, 3, 2	2, 2, 2, 2
Addenda 1, 2 & 3	yes	yes	yes	yes
Bidders Address	Gregory B. Sosebee Seneca, SC	J Davis Construction Westminster, SC	Stephen R. Edwards & Assoc. West Union, SC	Trehel Clemson, SC
Submitted				
Qualifications	yes	yes	yes	yes
Category	F	G	F	G
Ranking	1	3	2	2
Addenda 1, 2 & 3	yes	yes	yes	yes

Bidders	B.E. Inc. Banell-Carrivon Engineering	Caliber Engineering Consultant	GSZ Engineering & Environmental Consultants Inc.	Genesis Consulting Group
Address	Greenville, SC	Greenville, SC	Columbia, SC	Columbia, SC
Submitted Qualifications	yes	yes	yes	yes
Category	B C D E	B D E F	B	E
Bidders	Civil Engineering Consulting Service	Clark, Patterson Assoc.	Donnis Corp.	Dyer, Riddle Milk & Prendart
Address	Columbia, SC	Greenville, SC	Columbia, SC	Orlando, FL
Submitted Qualifications	yes	yes	yes	yes
Category	C	B C E	A B C E F	A C D
Bidders	Hussey, Gay, Bell & Deyoung Inc.	Land Planning Assoc. Inc.	The LPA Group Inc.	Mulkey, Inc.
Address	Savannah, GA	Easley, SC	Columbia, SC	Charlotte, NC
Submitted Qualifications	yes	yes	yes	yes
Category	A B C E F	B D	A B C D E F G	A B C D E F
Bidders	Northwind Inc.	Roger Dyer P.E./P.A.	RPM Engineers	S & ME Inc.
Address	Greenville, SC	Greenville, SC	Lexington, SC	Spartanburg, SC
Submitted Qualifications	yes	yes	yes	yes
Category	H D	A	A B C D E G	D
Bidders	Wastewater Environmental Services Inc.	Wilbur Smith Assoc.	Woolpert Inc.	Zande JST PE Inc.
Address	Columbia, SC	Columbia, SC	Columbia, SC	Mt. Pleasant, SC
Submitted Qualifications	yes	yes	yes	yes
Category	D	A B C D E F	B F	A B C D E F G
Bidders	STWRalph Whitehead Assoc.	Triplett King & Assoc.	SysTerra	Holsey McCormick & Wallace, Inc.
Address	Rock Hill, SC	Rock Hill, SC	Greenville, SC	Piedmont, SC
Submitted Qualifications	yes	yes	yes	yes
Category	A C G	C	A B D E F	D E
Bidders	Hayes, Geay, Martin & Mattern, Inc.	McGill Associates	TransSystem	Florence & Hutchison Inc.
Address	Spartanburg, SC	Greenville, SC	Greenville, SC	Duncan, SC
Submitted Qualifications	yes	yes	yes	yes
Category	A B C D E	H	A C	B C D
Bidders	Haney Associates, Inc.	URS Corporation	Milone & MacBroome	
Address	Pasadena, SC	Atlanta, GA	Greenville, SC	
Submitted Qualifications	yes	yes	yes	
Category	B C D E G	F	B D	

SAMPLE

**AGREEMENT AND CONTRACT BETWEEN
COUNTY OF OCONEE
AND
X**

SECTION I. GENERAL RECITALS

This Agreement and Contract, made and entered into this _____ day of _____, 2007, by and between the County of Oconee, South Carolina, hereinafter referred to as the "County" and X, X, a corporation qualified to do business in the State of South Carolina, with its principal offices in X, XX, located at X, hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the County desires to employ the Consultant to furnish personnel and render professional services for use and benefit of the County in the: (A) Development of Transportation planning projects and studies within Oconee County; (B) Development of Stormwater Management planning and studies within Oconee County; (C) Development of Roadway and Bridge designs; (D) Development of Environmental planning projects and studies within Oconee County; (E) Provide on-call Engineering Services; (F) Provide on-call Surveying Services; and (G) On-Call Design/Build Services; and

WHEREAS, the Consultant has represented to the County that the Consultant is experienced and qualified to provide the services contemplated by this Agreement and the County has relied upon such representation; and

WHEREAS, the Oconee County Council has authorized the County Administrator to enter into this Agreement for such services; and

WHEREAS, the sole authority to negotiate on behalf of Oconee County shall rest with the County Administrator or his/her authorized designee. Each individual project under the Engineering Services contract shall be negotiated and authorized by the County prior to its commencement. Project start will occur upon Consultant's receipt of a Purchase Order.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

SECTION II. SCOPE OF SERVICES REQUIRED OF CONSULTANT

- A. **PROJECTS DESCRIPTIONS.** The Consultant on an "on call" basis will provide various engineering services on a countywide basis for (A) Development of Transportation planning projects and studies within Oconee County; (B) Development of Stormwater Management planning and studies within Oconee County; (C) Development of Roadway and Bridge designs; (D) Development of Environmental planning projects and studies within Oconee County; (E) Provide on-call Engineering Services; (F) Provide on-call Surveying Services; and (G) On-Call Design/Build Services.
- B. **GENERAL STATEMENT OF CONSULTANT'S ASSIGNMENT.** For the heretofore described projects, Consultant will provide engineering services as described in ATTACHMENT "A" SCOPE OF SERVICES, attached hereto and specifically made a part of

this Agreement. Work and liaison will be performed by the Consultant through its **XX** office in **X**.

SECTION III. SERVICES OF THE COUNTY

The County agrees to provide to Consultant, and at no cost to Consultant, the services and data set forth in ATTACHMENT "B", SERVICES OF THE COUNTY, attached hereto and specifically made a part of the Agreement. Liaison for the County will be through the Oconee County Administrator or his/her authorized designee.

SECTION IV. SCHEDULE (TIME OF PERFORMANCE)

The effective date of this Agreement will be the date of execution as shown in Section I. The term of this contract shall be for a period of one (1) year from the effective date of the contract. The County Administrator may extend the contract if it appears to be in the best interest of the County and is agreeable with the Consultant. Said extension will be on an annual basis and will not exceed four (4) additional one-year periods.

SECTION V. COMPENSATION

The County will issue an individual Purchase Order for each project assigned to the Consultant. The Consultant shall begin work upon receipt of the County's purchase order. A specific calendar schedule will be established for each assignment. Consultant will prosecute all phases of the work in an expedient manner, exclusive of required review time by the County.

The amount of compensation will be established on a project-by-project basis and shall represent the maximum payable by the County for each assignment, except upon prior written authorization from the County Administrator to increase the amount.

Compensation for each project will be determined from estimated man-hour requirements applied to the Consultant's fee schedule, ATTACHMENT "C", plus actual cost of direct project expenses and outside services, if required.

SECTION VI. PAYMENT SCHEDULE

Consultant shall bill the County monthly for any active projects. Application for payment shall reflect work completed through the last day of the month. Monthly or partial payments will be subject to ten (10%) percent retainage, withheld until completion and acceptance of the individual project. Partial payments will be made as follows: Provided an application for payment is received no later than the 10th of the month, the County shall make payment not later than the 30th day of the same month.

SECTION VII. GENERAL PROVISIONS

The County and the Consultant mutually agree as follows:

- A. **OWNERSHIP OF DOCUMENTS.** Basic notes, sketches, charts, and other data prepared, furnished or obtained under this Agreement will become the property of the County without restriction or limitation on their use. No material produced in whole or in part under this Agreement will be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement. The County shall retain ownership of all plans, drawings, specifications, and related documents.

Any reuse without written verification or adoption by the Consultant for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to the

Consultant, or to the Consultant's independent professional associates or consultants. The provisions of this Section shall survive the termination of this Agreement.

- B. **FINDINGS CONFIDENTIAL.** Any reports, information, data, etc. furnished to or prepared or assembled by the Consultant under this Agreement which the County requests to be kept as confidential will not be made available to any individual or organization by the Consultant without prior written approval by the County.

C. **REQUIREMENTS FOR CHECKING AND REVIEWING OF PLANS.**

It is the Consultant's responsibility to produce plans that conform to all specifications, guidelines, and requirements stated in this Agreement unless a specific deviation has been requested in writing and approved by the County. All plans, whether preliminary or final, submitted to the County, shall have been checked in their entirety for completeness, correctness, accuracy, and consistency with other details in all respects, and shall have been thoroughly reviewed by the Consultant to be in compliance with these requirements prior to the submission to the County.

The spaces provided in the title box labeled "BY", "CHK'D", and "REVIEWED BY" shall be signed with the initials of the persons who performed those specific functions on that portion of the project at the time of submittal to the County. In the event that a print of a partially completed sheet is to be submitted, the initials may be added directly to the print rather than being entered on the original drawing.

Once plans have been submitted to the County, no changes shall be made unless the County has been notified of the specific change. However, additions to complete the plans may be made, provided the requirements for checking and reviewing are applied. All prints submitted to the County shall have the date of submittal stamped on the title sheet.

The County will perform a general review of the plans only. The County's review does not relieve the Consultant of any responsibility for the completeness, correctness, consistency, and accuracy of all information, dimensions, quantities, details, designs, and compliance with all specifications, guidelines, and requirements of this Agreement. Should any discrepancies, errors, or omissions be found at any time, after submittal of the plans, corrections to plans will be made at the Consultant's expense.

- D. **PROGRESS.** The Consultant shall at all times work closely with the designated representatives of the County and shall keep them fully advised as to the status of the work. The Consultant or his authorized representative will be present at all conferences, field inspections, and other meetings as may be requested by the County which are within the scope of services outlined in the specific work order. Conferences or consultations may be called at any time by either party to the Agreement. The plans and work of the Consultant will be available to the County for review at all times.
- E. **CONTROL.** All work by the Consultant is to be done in a manner satisfactory to the County and in accordance with the established customs, practices, and procedures of the County and in conformity with the standards adopted by the American Association of State Highway and Transportation Officials and approved by the Secretary of Transportation as provided in Title 23, U.S. Code, Section 109-B, as amended. The decision of the County is to control in all questions regarding location, type of design, dimension of design, and similar questions. Consultant shall signify its approval on all plans, specifications, and estimates prepared and delivered under the terms of this contract.

- F. **INSPECTION OF WORK.** The County shall have access to, and the right to inspect, all project work and materials during regular business hours of the Consultant. The Consultant and its subcontractors shall keep and preserve all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and make sure materials are available at its respective offices at reasonable times during the contract period and for three (3) years from date of final payment under the contract for inspection by the County, or any authorized representative of the County, and copies thereof shall be furnished if requested.
- G. **CHANGES IN CONTRACT.** Should the County request an increase or decrease in the Scope of Work during the course of a project assignment, the Consultant's compensation shall be increased or decreased as determined by mutual agreement and only upon written authorization by the County Administrator.
- H. **DELAYS AND EXTENSIONS.** The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by Consultant for any delays or hindrance, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the County may decide. Time extensions may be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Consultant.
- I. **TERMINATION OF CONTRACT.** The contract may be terminated by the County at any time for the convenience of the County by written notice to the Consultant specifying the termination date of the contract. In the event of such termination of the contract by the County, the Consultant will be compensated on a quantum meruit basis for its work satisfactorily performed through the termination date.
- The Consultant likewise has the right to terminate this contract, if the County unreasonably fails to timely provide the service required of the County under scope of services or unreasonably fails to make timely payment for Consultant services rendered. In the event of such termination which is not the fault of the Consultant, the County shall pay to the Consultant the compensation properly due including reasonable overhead and profit on work performed for services properly performed (prior to the effective date of the termination) and for reasonable reimbursable expenses properly incurred prior to and as a result of the termination.
- J. **DISPUTES.** In any dispute concerning a question or fact in connection with the work of this Agreement, or compensation therefore, the decision of the Oconee County Administrator in the matter shall be final and conclusive for both parties.
- K. **INDEMNIFICATION.** The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the County harmless from any damages, liability or cost (including reasonable attorneys fees and costs of defense) to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this agreement and those of its subcontractors or anyone for whom the Consultant is legally liable.
- L. **GENERAL COMPLIANCE WITH LAWS.** The Consultant and its subcontractors shall at all times observe and comply with all County, Federal, State and local laws, ordinances and regulations affecting the conduct of the work.
- M. **SUBLETTING, ASSIGNMENT OR TRANSFER.** The Consultant shall not assign, subcontract, or transfer any of the work, except as specifically provided for under the terms of this contract, without prior written consent of the County. Such consent does not release or relieve the Consultant, as principal, from any of its obligations and liabilities under this Agreement.

- N. SUCCESSORS AND ASSIGNS.** The County and the Consultant each binds itself, its successors, and assigns to the other party with respect to these requirements, and also agrees that neither party shall assign, sublet, or transfer its respective interest in the Agreement without the written consent of the other.
- O. OPINIONS OF COST AND SCHEDULE.** Since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, the Consultant's opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project Schedules shall be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Consultant cannot and does not guarantee that proposals, bids, or actual Project Costs (including Total Project Costs or Construction Costs) submitted by Third Parties will not vary from opinions of probable cost prepared by the Consultant or that actual schedules of Third Parties will not vary from the projected schedules prepared by the Consultant.
- P. LIMITATION OF RESPONSIBILITY, JOB SITE SAFETY/TECHNIQUES.** The Consultant shall not have control over, or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project or any Consultant, subcontractor, vendor or other Project participant, not under contract to the Consultant (collectively the "Other Project Parties"). In addition, the Consultant shall not be responsible for: 1) the failure of any of the Other Project Parties to fulfill their respective contractual responsibilities and obligations to the County or to comply with federal, state or local laws, rules, regulations or codes; or 2) for the schedules of any of the Other Project Parties or the failure of any of the Other Project Parties to carry out their work in accordance with their respective agreements. The Consultant shall not have control over, or charge of, and shall not be responsible for acts or omissions of the Other Project Parties, or their agents or employees, or of any other persons performing portions of the work on the Project.
- Q. INSURANCE.** The successful Consultant shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of the County by the Consultant, his agents, representatives, employees or subcontractors. Proof of coverage, as contained herein, shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the Consultant for the duration of the contract period.

1. Commercial General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

Minimum Limits:

- \$1,000,000 General Aggregate Limit
- \$1,000,000 Products & Completed Operations
- \$1,000,000 Personal & Advertising Injury
- \$1,000,000 Each Occurrence Limit
- \$50,000 Fire Damage Limit
- \$5,000 Medical Expense Limit

2. Business Commercial Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Consultant, his agents, representatives, employees or subcontractors.

Minimum Limits:

\$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

3. Workers' Compensation

Limits as required by the Workers' Compensation Act of SC, to include state's endorsement for businesses outside of SC. Employer's Liability, \$1,000,000.

4. Professional Liability

Minimum limits are \$1,000,000 per occurrence.

Coverage Provisions

- a. All deductibles or self-insured retention shall appear on the certificate(s).
- b. Oconee County, its officers/officials, employees, agents, and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
- c. The Consultant's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
- d. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
- e. All coverage for subcontractors of the Consultant shall be subject to all of the requirements stated herein.
- f. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either the insurer shall reduce or eliminate such deductible or self-insured retention, or the Consultant shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- g. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees, and volunteers.
- h. The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
- i. The Consultant shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person

authorized by the insurance company(s) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.

- j. All insurance shall be placed with insurers who are lawfully authorized to do business in the state of SC, and who maintain an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from the County's Risk Manager.

R. The specifications and RFQ 06-17, which were duly awarded by the Oconee County Council are hereby made an integral part of this contract by reference and are to be adhered to, unless specifically altered by this contract.

S. ENTIRE AGREEMENT. This Agreement with referenced exhibits constitutes the entire agreement between the parties and, except for modifications prepared in accordance with provisions thereof, there are no collateral contracts or agreements between the parties relating to this work. The contract is to be interpreted under the laws of the State of South Carolina.

IN WITNESS THEREOF, the parties herein have executed this Agreement as of the day and year first written above:

WITNESSED BY:

XXXXXXXX
(Consultant)

By:

Name: _____
Title: _____
Federal ID No: _____

Signed, sealed and executed for the County:

WITNESSED BY:

COUNTY OF OCONEE

By:

Name: Marion E. Lyles, Chair
Title: Oconee County Council

ATTACHMENT "A"

Scope of Services – On Call Professional Services
Oconee County, South Carolina
XXXX, 2006

Category "A" – On-Call Transportation Planning Services

The consultant(s) shall provide services necessary for the development of transportation planning projects and studies within Oconee County. The scope of work may include, but not be limited to, any combination of the following:

- Traffic Counts
- Socioeconomic Data Collection
- Traffic Impact Analysis
- Studies Related to Land Use and Transportation
- Intersection Analysis Studies
- Coordinated Signalization Studies
- Accident Studies
- Congestion Management Studies
- Regional Transportation Planning
- Innovative Road Design
- Public Hearings
- Identification of Transportation Needs in High Growth Areas
- Analysis of Affect of Development on Existing Transportation Infrastructure
- Linking County Transportation Resources to Existing County GIS Database

Category "B" – On-Call Stormwater Management Planning Services

The consultant(s) shall provide services necessary for Stormwater Management within the County. The scope of work may include, but not be limited to, any of the following:

- Stormwater master planning
- Outfall locations and dry weather screening
- Illicit discharge detection and elimination
- Flood Studies and Base Flood Elevation Determination
- Review of TMDL calculations proposed by DHEC/EPA
- Stormwater Utility
- Development of pertinent ordinances and regulations
- Public Hearings
- Hydrologic and Hydraulic Design, including Sediment and Erosion Control Design to meet NPDES
- NPDES Stormwater Permitting of Industrial/Governmental Sites
- Familiar with SCDHEC rules, regulations, and policies

Category "C" – On-Call Roadway and Bridge Services

The consultant(s) shall provide services necessary for the development of certified right-of-way and construction plans for roadways within the County. The scope of work may include, but not be limited to, any of the following:

- Survey (Ground or Photogrammetric)
- Topographic mapping
- Preliminary Design
- Acquisitions and Construction
- Environmental Studies (Documentation and Permitting)
- Cost Estimates for Preliminary Engineering, Right-of-way, and Construction
- Public Hearings
- Road Design, Engineering (Plan and Profile)
- Geotechnical Analysis and Design
- Quality Assurance and Quality Control Testing
- Bridge Design and Analysis of Existing Bridge Structures
- Bridge Rating Calculations
- Familiar with SCDOT rules, regulations, and policies

Category "D" – On-Call Environmental Services

The consultant(s) shall provide services necessary for Environmental related issues within the County. The scope of work may include, but not be limited to, any of the following:

- Environmental Site Assessments
- Air Quality permitting and compliance
- Asbestos Abatement
- Project management/oversight
- Wetlands delineation/determination
- Historical Site evaluation
- Endangered species evaluation
- Environment permitting compliance
- Public Hearings
- Methane gas testing, monitoring, and reporting
- Groundwater sampling, testing, monitoring and reporting
- Landfill permitting and compliance
- Discharge monitoring reports
- NPDES Stormwater Permitting of Industrial/Governmental Sites
- Familiar with SCDHEC rules, regulations, and policies

Category "E" – On-Call Engineering Services

The On-Call Engineer will include all other miscellaneous services needed, which may include, but not be limited to the following:

- Solid Waste and Environmental Issues
- Infrastructure Planning
- Civil/Site Planning
- Commercial Building Construction Management
- Asbestos and Lead Paint Abatement
- Value Engineering Studies
- Other Tasks as Deemed Necessary by Oconee County
- Structural Engineering

Category "F" – On-Call Surveying Services

The On-Call Surveyor will include all surveying services, which may include, but not be limited to, the following:

- Topographic surveying
- Boundary surveying
- Establishment of obliterated property corners
- Route and Right-of-way surveying
- Construction Staking
- As-built surveying
- Outfall location

- Establishment of Horizontal and Vertical Control
- Elevation Certificates
- Other Tasks as Deemed Necessary by Oconee County

Category "G" - On-Call Design/Build Services

The On-Call Design/Builder will include several types of Design/Build services, which may include, but are not limited to, the following:

- Roof replacement
- HVAC replacement
- Electrical upgrades
- Plumbing upgrades
- Architectural Designs
- Structural Designs
- Additions/renovating of existing commercial/industrial facilities
- Design/Build of government facilities and structures.

Project Development requirements will typically consist of a schematic phase, design development phase, construction document phase, and construction phase.

ATTACHMENT "B"**Services of the County**

Oconee County will furnish to the consultant, upon request, copies of the following items in its possession at no cost:

- Aerials
- Parcel Maps
- Traffic Studies
- Traffic Counts
- Topographic Surveys
- Land Surveys
- Feasibility Studies
- Costs Estimates
- Construction Plans
- Available GIS Information
- Property Owners Information
- Modeled Traffic Projections
- Census Data
- Land Use Projections
- Environmental and Non-restricted Historic Data obtained from state agencies

ATTACHMENT "C"

Consultant's Fee Schedule

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: 02/20/07
COUNCIL MEETING TIME: 7:00 p.m.

ITEM TITLE OR DESCRIPTION:

Request for Extended Warranty Agreement with Schindler Elevator Corporation for elevator at the Oconee County Law Enforcement Center. This agreement includes regular inspection (examination, cleaning, lubricating and adjusting), as-needed repair of broken or malfunctioning components during normal business hours and remote monitoring of the system.

BACKGROUND OR HISTORY:

The regular warranty for the elevator has expired.

SPECIAL CONSIDERATIONS OR CONCERNS:

Without the Extended Warranty Agreement in place, expensive repair costs could be incurred, which involves union labor (current rate is \$193 per hour). Safety and liability issues are also a concern with elevator operations.

STAFF RECOMMENDATION:

The purchase of the Extended Warranty Agreement is recommended due to liability and safety concerns and potentially exorbitant repair costs without the agreement. Similar agreements are already in place for elevators at the Courthouse and Health Department.

FINANCIAL IMPACT:

The cost of the agreement is \$168 per month or \$2,016 per year. If paid annually, which is what we wish to do, there is a 3% discount, resulting in an annual fee of \$1,955.52. Funds to cover this cost were appropriated in the current Maintenance Building/Grounds line item (010-106-30022) of the Detention Center budget.

ATTACHMENTS:

Extended Warranty Agreement from Schindler Elevator Corporation.

Submitted or Prepared by:


(Department Head/Elected Official)

Approved By:


Tom Hendricks,
Oconee County Administrator

Reviewed By/ Initials:

_____ County Attorney

 Finance

_____ Other

C: Clerk to Council

Schindler EW - Extended Warranty Agreement



Schindler

Schindler Elevator Corporation
1200 Woodruff Road
Suite B-20
Greenville, SC 29607-5751
Phone: 884-927-5332
Fax: 854-627-5035

To: Oconee County Purchasing Dept.
Walhalla, SC 29691

Agent For: Oconee County Public Safety

This warranty is in lieu of all other warranties referred to or set forth in the Contract Documents for the Oconee Public Safety project, located at 300 S Church St, Walhalla, SC 29691-2126 and this Agreement takes precedence over, and incorporates no additional or different terms from any contract documents associated with the project.

Schindler warrants that the Equipment as furnished will comply with the contractual specification, sections "warranty", if properly notified. Schindler will, at its expense, correct any defects and workmanship and materials occurring for 10 years from February 21, 2007, which are due to ordinary wear and tear and not to improper use, care, or vandalism. Schindler's total cumulative liability under this warranty or anything done in connection therewith, including breach, shall not exceed the price of the part upon which such liability based. The warranty provided herein shall be void if inspection / repair is performed by someone other than Schindler Elevator Corporation in a manner less than Schindler Elevator Corporation's standards. Schindler Elevator Corporation maintains high and rigid standards for its personnel to protect knowledge and training requirements. In addition, Schindler will extend the routine inspection necessary to maintain this warranty in force through February 20, 2017. This warranty shall be extended for additional periods of 10 years unless terminated by either party by written notice not less than 30 (thirty) days prior to the above date or the termination date of any renewal period. This Agreement will be assigned to any successor in interest, should your interest be terminated prior to the above date, or prior to the expiration date of any subsequent renewal, upon notification to and acceptance by us of such assignment.

As part of its inspection requirements, Schindler will regularly examine, clean, lubricate, adjust and where conditions warrant, repair or replace broken or malfunctioning components including all labor and material to keep Equipment running to original specifications by Schindler the original Equipment manufacturer.

See attached Equipment list for a *Description of Equipment* covered by this agreement.

WE WILL remotely monitor (if applicable) those functions of the Equipment described above which are remote monitoring capable. Our Remote Monitoring System ("SRM") will automatically notify us if any monitored component or function is operating outside established parameters. WE WILL then communicate with you to schedule appropriate service calls. Monitoring will be performed on a 24-hour, 7-day basis and will communicate toll free with our CUSTOMER SERVICE NETWORK using dedicated elevator telephone service. The operation and monitoring of SRM is contingent upon availability and maintenance of dedicated elevator telephone service. You have the responsibility to install, maintain and pay for such telephone service, and to notify us at any time of any interruption of such telephone service.

You will provide the proper wiring diagrams for the Equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the Equipment.

Schindler will use only competent technicians specially trained to service the Equipment. Items beyond Schindler's control, such as vandalism and abuse of the Equipment are not covered under Schindler's inspection responsibilities. Schindler will provide emergency warranty service and/or repair work on a twenty-four (24) hours a day, seven (7) days a week basis, excluding elevator trade holidays. If you authorize calls outside regular working hours, on weekends, or on elevator trade holidays, Schindler will invoice the Owner at Schindler's standard billing rates, including travel time and expenses.

For emergency repairs, please notify Schindler at 1-800-225-6123. The following information will be required:
Building Identification Number, A brief description of the problem.

The price of this extended warranty agreement shall be \$168.00 (Dollars) per month, payable in quarterly installments of \$64.00, plus any applicable sales, use or other taxes. You may choose to make payments on a semi-annual basis, for a discount of 1% (initial here if semi-annual _____), or on an annual basis, for a 3% discount (initial here if annual _____). The price shall be adjusted annually as of the date of the local labor rate adjustment, to reflect changes in Schindler costs for labor. If there is a delay in determining a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay.

The terms and conditions attached here to are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.


Proposed By: Mark Cooper

Approved By: Ray Faldus

Accepted By: _____

Estimate Number: MCOR-6LMEHA (2007-1)

For: Schindler Elevator Corporation

For: Oconee County Purchasing Dept.

Date: February 13, 2007

Date: _____

Date: _____

100011

Terms and Conditions

Excluded from Schindler's inspection responsibilities are the following:

Hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; light fixtures and lamps; cover plates for signal fibers and operating stations; smoke detectors; cleaning of cab interiors and exposed sills; plungers, casings and cylinders; all piping and connections except that portion which is exposed in the machine room and hoistway; emergency power generators; emergency cab lighting; communication devices; intercom or music systems; air conditioners or heaters; fireman's phones and card readers; Exterior panels; skirt and deck panels; balustrades; relamping of illuminated balustrades; power switches, fuses and feeders to controllers; cleaning of exposed surfaces; escalator steps and electric walk plates; discrete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.)

Other than title, there are no additional warranties or guarantees, expressed or implied, including but not limited to, warranties of merchantability or fitness for a particular purpose, which are expressly disclaimed.

The purchaser agrees to provide Schindler with full and free access to the Equipment to render inspection/service thereon, to provide a safe work place for Schindler's employees, and to remove any hazardous materials in accordance with applicable laws and regulations.

Schindler has based its price on the assumption that, in performing the work required by this Agreement, it will not encounter conditions having an unusual or adverse effect on the Equipment or the circumstances under which it must perform the work, and shall not be responsible for any adverse effects resulting from such conditions. If Schindler encounters such conditions, it may at its option, suspend the performance of inspection and its warranty obligations under the Agreement pending negotiation of additional charges as compensation for increases in its costs.

Possession or control of the Equipment shall remain with the Purchaser, and the Purchaser shall retain its normal responsibility and liability as Owner, Possessor, or Custodian of the Equipment. The Purchaser agrees to at all times carefully monitor the Equipment and its use and, in the event of the malfunction, operation problem, or dangerous condition, to immediately remove the unit from service, erect barriers and post warnings to prevent use of the Equipment, and promptly notify Schindler using the Schindler Customer Service Network.

Schindler hereby disclaims responsibility for accidents, injuries or malfunctions related to misuse of the Equipment or vandalism, or for obsolescence, or other causes beyond our control, or for Equipment failures not detectable upon normal examination or otherwise not found to be the result of Schindler's specific negligent act or omission.

Schindler will not be responsible for a loss, damage, deferral, or delay caused by strikes, lockouts, labor troubles, or disputes, fire, explosion, theft, earthquake, severe or unusual weather conditions, shortage of material or workers, malicious mischief, war, governmental orders, acts of God, or by any other cause beyond its control. Schindler will in no event be liable for special, indirect, incidental or consequential damages.

If either party shall default in the performance of any of its obligations, the non-defaulting party may send written notice reasonably describing the default. If the defaulting party, within a reasonable time (not to exceed (10) days), does not commence to take reasonable steps to cure the default, or if having commenced, fails to carry the cure to reasonable and timely completion, the non-defaulting party, by a further ten (10) days written notice, may terminate this Agreement.

Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation on or before the last day of the month prior to the billing period. Late or non-payments will result in:

- (a) Interest on past due amounts at 1.5% per month or the highest legal rate available;
- (b) Termination of the Agreement on ten (10) days prior written notice; and
- (c) Attorneys' fees, costs of collection and any other appropriate remedies for breach of contract.

Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/equipment only), modems, source codes, object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.

You will prevent access to the Equipment, including the SRM feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SRM, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SRM output, nor for claims arising from acts or omissions of others in connection with SRM or from interruptions of telephone service to SRM regardless of cause. You agree that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

Oconee Public Safety
Equipment List

EQUIPMENT DESCRIPTION:

Qty	Manufacturer	Equipment Application Description	Rise/Length Openings	Capacity	Speed	Installed
	Oconee Public Safety					
	303 S Church St.	Walla Walla, WA 99142-2126				
1	Schindler	Hydraulic Passenger	JOBS- Building 12#660306 25/02	2500	100	2004

BENEFITS SUMMARY OF THE SCHINDLER EXTENDED WARRANTY AGREEMENT



Schindler

- **Local Service Technicians** – Local personnel have over 125 years of combined elevator experience with support personnel from all areas of the Carolinas... representing over 580 years of combined elevator knowledge and experience. Additionally, Schindler Elevator Corporation is the second largest Elevator and the largest Escalator Company in the world with resources and databases second to none.
- **Documented Preventive Maintenance Program** – copyrighted schedules and guidebooks specifically developed by Schindler engineers for Schindler elevators and escalators.
- **Manufacturer's Replacement Parts** – Our Service Distribution Center keeps more than 85,000 different parts in stock, ready for prompt delivery from our warehouse. Most frequently used parts are stocked locally for even faster delivery and with 97.7% availability of virtually every part used in our equipment. This means your repairs won't be delayed for lack of parts.
- **Local and Reserved National Stock** – Most long lead-time end components are either available in the Carolinas or can be flown-in overnight to better minimize any downtime situation and get your equipment back on line as fast as possible.
- **Customer Service Center** – Callbacks are logged-in and must be closed out by technicians using the ultimate tool for Service Excellence the Schindler Field-Link. Computerized History is Always available for every job and is just a few clicks of a mouse away via the Schindler Customer Scan Card.
- **Direct Paging System and Cellular Mobile Phones** – Callbacks are dispatched directly from our Customer Service Center to the technician (via our unique high tech Field-Link handheld computers with two way communication) with back up available. Wireless technology links Schindler technicians with the entire organization, as well as key automated data and support systems. No phone lines, pay phones or pagers needed.
- **Diagnostic Tools** – Microprocessor based diagnostic devices can monitor different circuits for intermittent problems and perform a traffic analysis for both new and older systems. Independent local testing companies certify all measuring equipment for accuracy. **SRM (Schindler Remote Monitoring)** provides the newest cutting edge Elevator Monitoring Technology included with most of our new elevator systems.
- **Training** – Classroom (sponsored by original equipment engineers) and on-the-job training is mandatory for each technician on an on-going basis. Schindler technicians are among the most highly trained technicians in the industry. Our elevator and escalator service experts undergo an average of five days of training per year and with Schindler Field-Link, they're more efficient and productive.
- **Customer Satisfaction** – Comments and suggestions are solicited annually from every customer via our corporate office and the Schindler Customer Satisfaction Surveys. Top management reviews all surveys monthly.
- **Quality Assurance Program** – Product letters communicate enhancements to technicians, which are added, along with actual changes to elevators and escalators we maintain.
- **Liability Protection** – Our Maintenance Agreement states that we will cooperate in the defense of liability suits involving equipment we maintain. There is a single source of accountability since we designed, manufactured, installed and serviced the equipment.
- **Modernization Products** – Complete spectrum of products installed by factory-trained specialists. As original equipment manufacturer, we are on the leading edge of technological advancements, which can be incorporated into existing systems. When upgrades are added, we are careful not to use circuits and wiring, which should be "reserved" for future repairs, and we have a working knowledge of current code requirements.
- **Insurance** – Our employees are covered for up to \$5,000,000 while performing maintenance, repairs and emergency callback services.
- **State Inspections** – At your request, and at no additional charge, Schindler will provide a Service Technician to accompany the State Elevator Inspector during a bi-annual inspection.
- **ISO 9002:2000 Quality Certification** – Schindler Elevator Corporation was the first and is the only elevator company in the United States to have earned this major international recognition, for both manufacturing and field service operations.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: February 23, 2007

COUNCIL MEETING TIME: 7 p.m.

ITEM TITLE OR DESCRIPTION:

Request approval of Lease Agreement for 2 new copiers in Clerk of Court office to replace 2 copiers purchased in 1998.

BACKGROUND OR HISTORY:

The current copiers in use were purchased in 1998. Maintenance on these two copiers has increased drastically.

SPECIAL CONSIDERATIONS OR CONCERNS:

Kearns (Mita) leased copiers are on State Contract Model #KM-3035 (same as copier in Procurement Office) at a cost of \$184.50 (each) per month to include supplies and service.

STAFF RECOMMENDATION:

Recommend signing of Lease Agreement for two copiers at a cost of \$184.50 each per month.

FINANCIAL IMPACT:

Copier Maintenance already included in Clerk of Court budget for current fiscal year; in the FY 2007-08 budget request, Kearns will credit current maintenance contract.

ATTACHMENTS:

- ◆ Proposal from Mita/Kearns

Submitted or Prepared by:



Sallie Smith,
Clerk of Court

Approved By:



Tom Hendricks,
Oconee County Administrator

Reviewed By/ Initials:

_____ County Attorney

 Finance

_____ Other

C: Clerk to Council



State of South Carolina Copier Package Pricing

KM-3035 DIGITAL COPIER/PRINTER

For workgroups seeking for a comprehensive hardware solution, the KM-3035 is the answer. Feature-rich, yet easy to use, the unit features a three-way, 1,200 Sheet Paper supply, Electronic Sorting, and can be upgraded to handle all your paper-based and electronic originals. Long-life components let you make up to 400,000 images before scheduled maintenance is required.

Handwritten notes:
 Includes Convey and Instructions
 Please contact your National Account Manager for details
 1/2 cent / 006 copy
 10 copy

Solution KM3035P1		Item	Package Tier 1	Promotional	Tier 2
Item	Description	CPC	CPC Total	Copy Allowance	CPC Total
KM-3035	35 C.P.M. DIGITAL COPIER w/DUPLEXING	\$ 0.0604	\$ 0.0615	3,000	\$ 0.0111
Surge Protector	Surge Protector	0.0011			
SRDF-2	Reversing Auto. Doc. Feeder	-			
Copier Stand	Copier Stand	-			

A184.50 / mo (2) -

Solution KM3035P2		Item	Package Tier 1	Promotional	Tier 2
Item	Description	CPC	CPC Total	Copy Allowance	CPC Total
KM-3035	35 C.P.M. DIGITAL COPIER w/DUPLEXING	\$ 0.0604	\$ 0.0720	3,000	\$ 0.0111
SRDF-2	Reversing Auto. Doc. Feeder	-			
Copier Stand	Copier Stand	-			
DF-73	1,000-Sheet Finisher w/Staple	0.0101			
AK-71C	DF-71/DF-73 Attachment Kit	0.0034			
Surge Protector	Surge Protector (15Amp)	0.0011			

Solution KM3035P3		Item	Package Tier 1	Promotional	Tier 2
Item	Description	CPC	CPC Total	Copy Allowance	CPC Total
KM-3035	35 C.P.M. DIGITAL COPIER w/DUPLEXING	\$ 0.0604	\$ 0.0826	3,000	\$ 0.0111
Surge Protector	Surge Protector	0.0011			
SRDF-2	Reversing Auto. Doc. Feeder	-			
DF-73	1,000-Sheet Finisher w/Staple	0.0101			
AK-71C	DF-71/DF-73 Attachment Kit	0.0034			
PF-75	3,000-sheet Drawer	0.0138			

Solution KM3035P4		Item	Package Tier 1	Promotional	Tier 2
Item	Description	CPC	CPC Total	Copy Allowance	CPC Total
KM-3035	35 C.P.M. DIGITAL COPIER w/DUPLEXING	\$ 0.0604	\$ 0.1071	3,000	\$ 0.0111
Surge Protector	Surge Protector	0.0011			
SRDF-2	Reversing Auto. Doc. Feeder	-			
DF-71	3,000-sheet Finisher w/3-hole	0.0188			
AK-71C	DF-71/DF-73 Attachment Kit	0.0034			
PF-75	3,000-sheet Drawer	0.0138			
Print/Scan U	Network Print & Scanning	0.0158			

Solution KM3035P5		Item	Package Tier 1	Promotional	Tier 2
Item	Description	CPC	CPC Total	Copy Allowance	CPC Total
KM-3035	35 C.P.M. DIGITAL COPIER w/DUPLEXING	\$ 0.0604	\$ 0.1071	3,000	\$ 0.0111
Surge Protector	Surge Protector	0.0011			
SRDF-2	Reversing Auto. Doc. Feeder	-			
DF-71	3,000-sheet Finisher w/3-hole	0.0188			
AK-71C	DF-71/DF-73 Attachment Kit	0.0034			
PF-75	3,000-sheet Drawer	0.0138			
Print/Scan U	Network Print & Scanning	0.0158			
Fax Sys J	Fax System	0.0053			

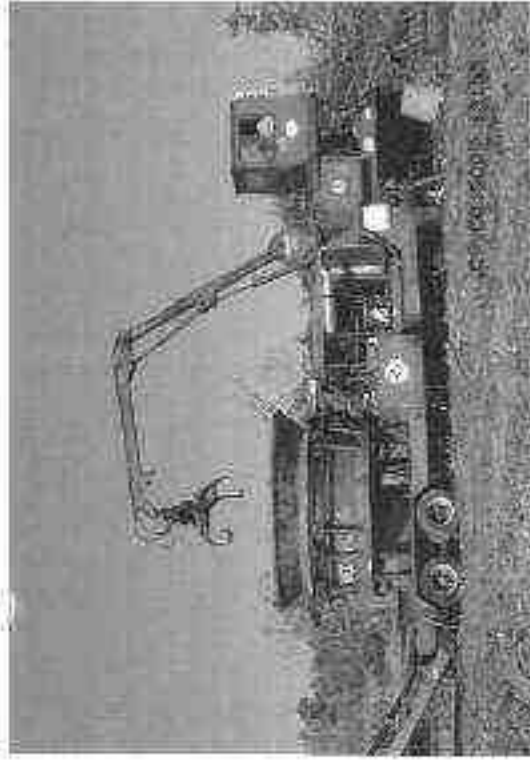
Ladaie Price

From: Sallie Smith
Sent: Friday, February 02, 2007 3:34 PM
To: Kim Wilbanks
Cc: Ladaie Price
Subject: copier credits

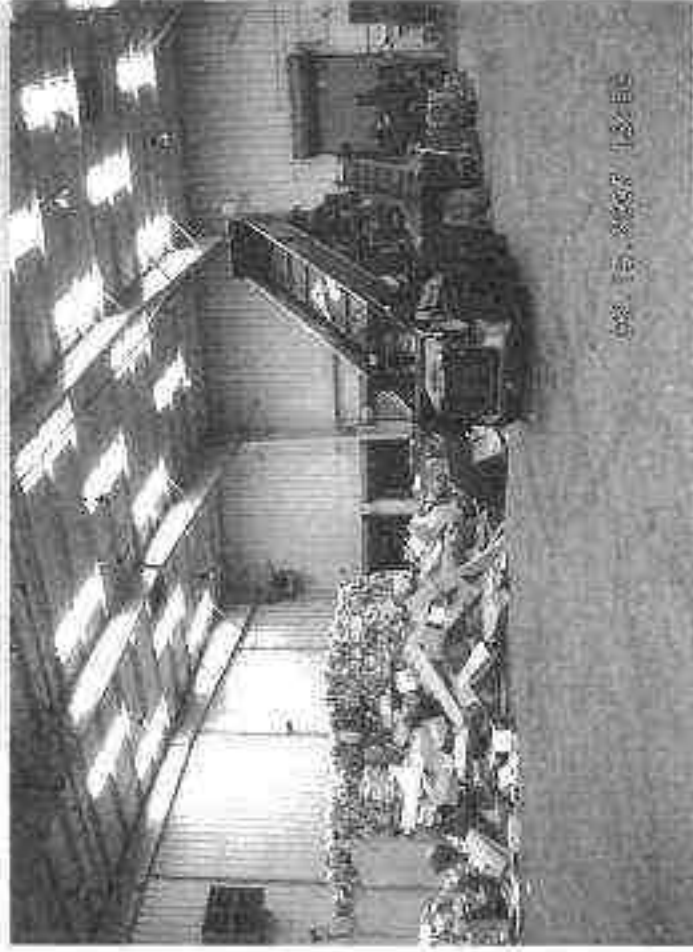
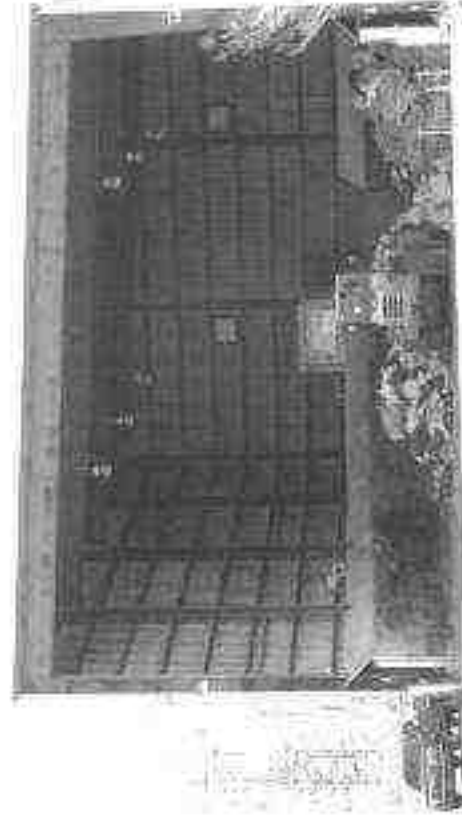
Importance: High

Ladaie, I just missed you by phone on Friday PM. Per Kearns they will give me a credit of \$600 on one copier and \$2,000 credit on the other one. #3060 & #4090 are the copier numbers. So I called Kim & see advised to e-mail to her and she would see that you get it asap. This is verbal from Les Buford with Kearns. ALSO reminder Leased Copiers that I am asking for are State Contract ss/sallie

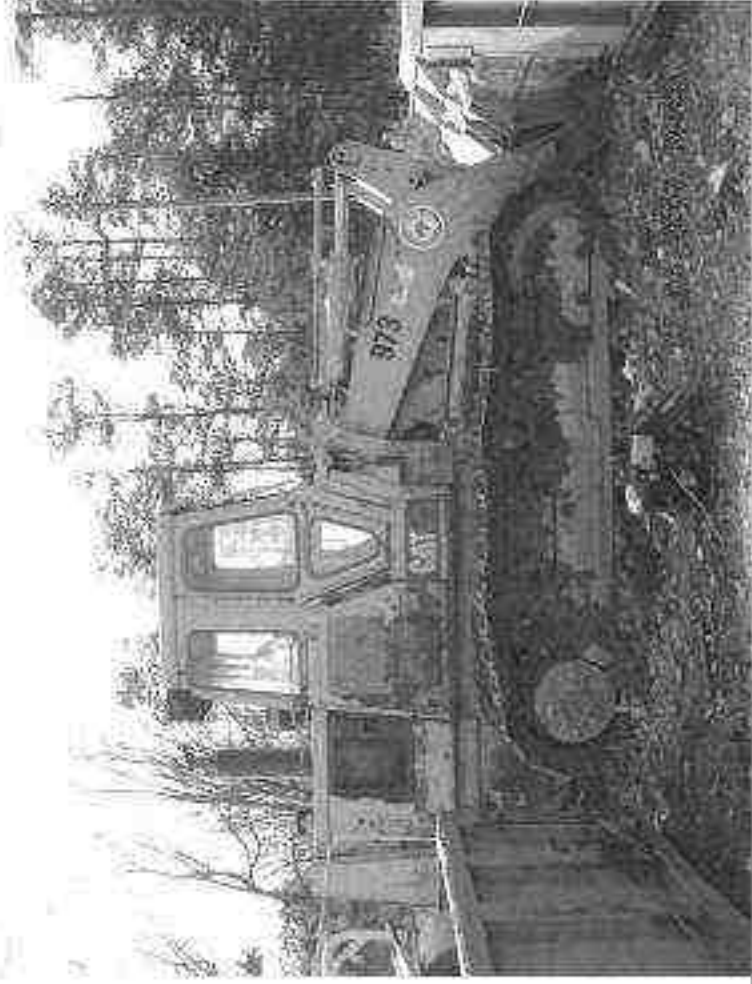
0-#
004-5000
5-#
002-5000
002-5000
002-5000
002-5000
002-5000



Losing Our Trash on Solid Waste February 20, 2007



Construction & Demolition



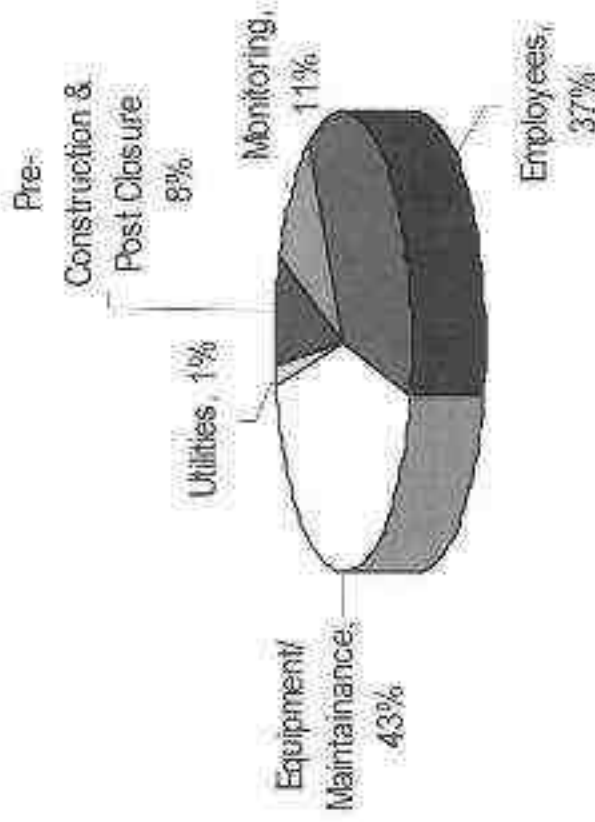
Landfill

C&D Landfill Costs (05-06)

- Employee's = \$205,699
- Equipment = \$240,457
- Utilities = \$7,727
- Pre-Construction & Post Closure Per Year = \$43,350
- Monitoring = \$59,000
- **Total Cost 05-06 year =**

\$556,233

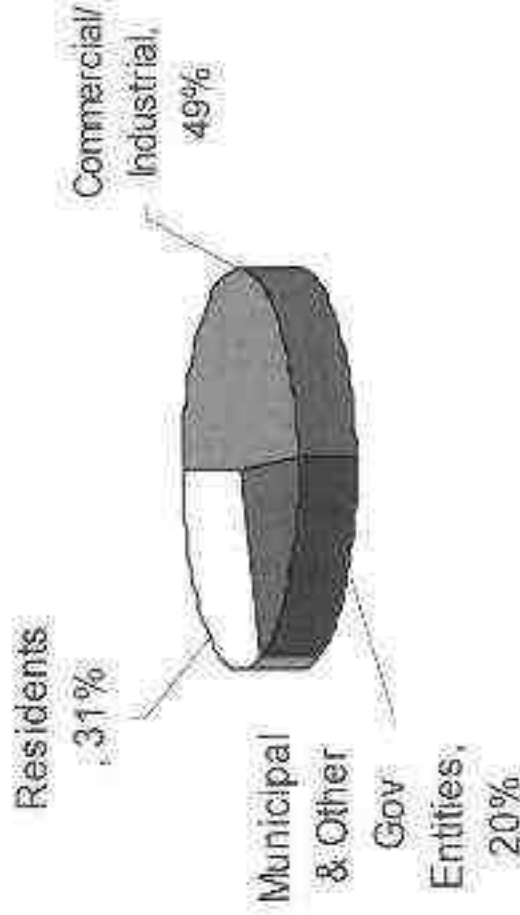
C&D Landfill Costs



C&D Landfill Tonnage & Revenue

- Commercial/Industrial
11,427 tons @ \$25.00/ton =
\$285,675
 - Municipalities & Other
Government Entities
4,720 tons = \$0.00
 - Residents
7,245 tons = \$0.00
- Total Tons = 23,392**
Total Revenue = \$285,675

User Tonnage



Overall C&D Landfill

Total Cost = - \$556,233

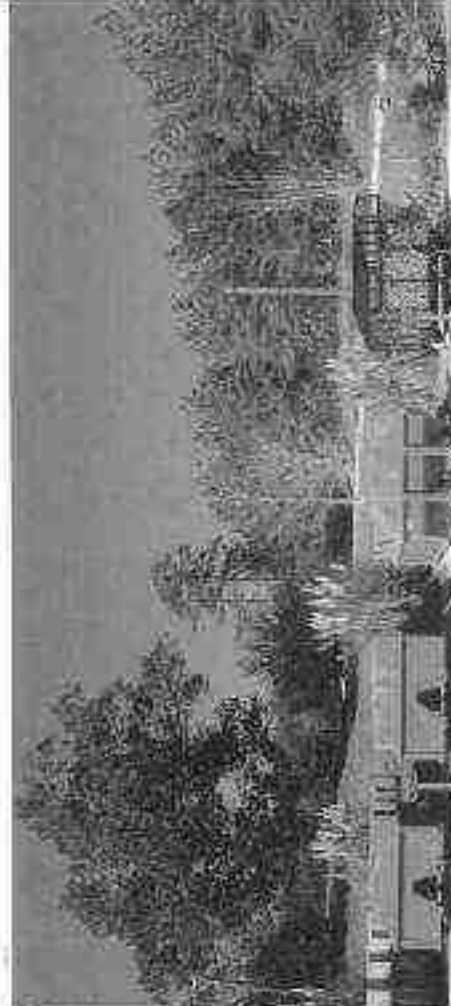
Total Revenue = +\$285,675

Net Loss = -\$270,558

(Does Not Include Depletion of Airspace)



01.05.2007 15:33

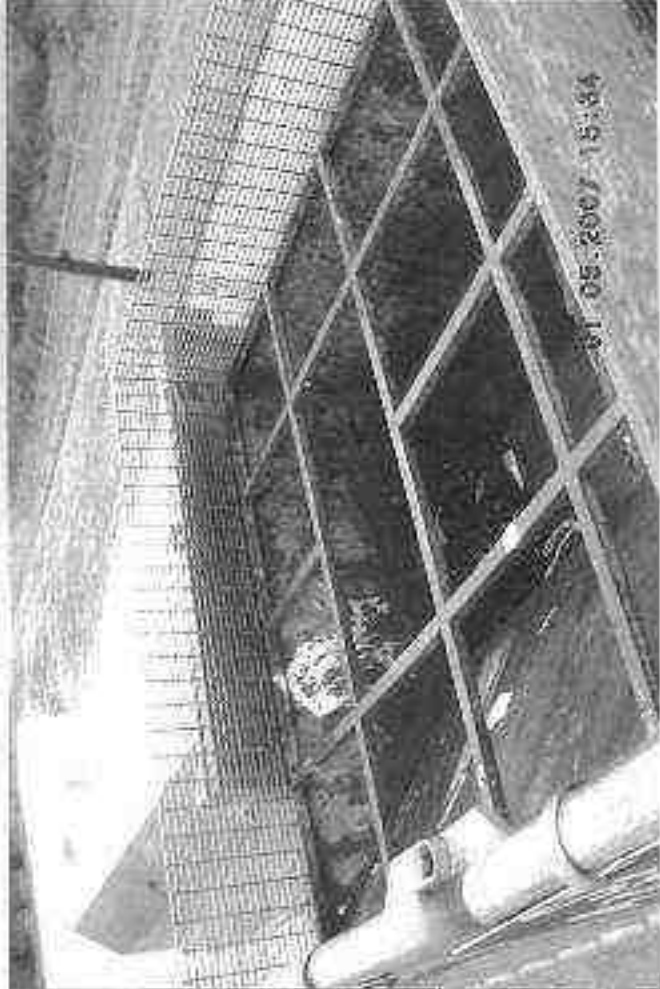


11.02.2008 16:45

Manned Convenience Centers



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01.05.2007 15:33

Manned Convenience Center Collection Costs

Employees

= \$1,200,517.00

Equipment (no initial site construction cost)

= \$233,312.00

Utilities

= \$24,963.00

Total Collection Costs

= \$1,458,792.00

Total Tons Collected

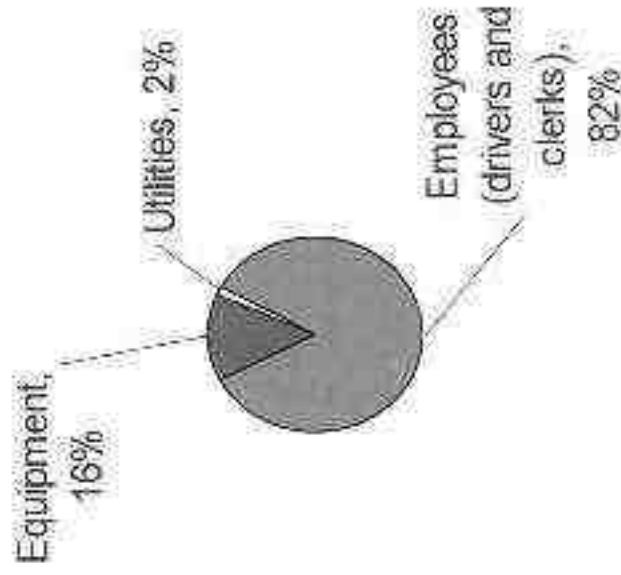
= 22,054 (includes recyclables)

Cost Per Ton

\$66.15

Total MCC Costs = 22,054 tons * \$66.15/ton = - \$1,458,792

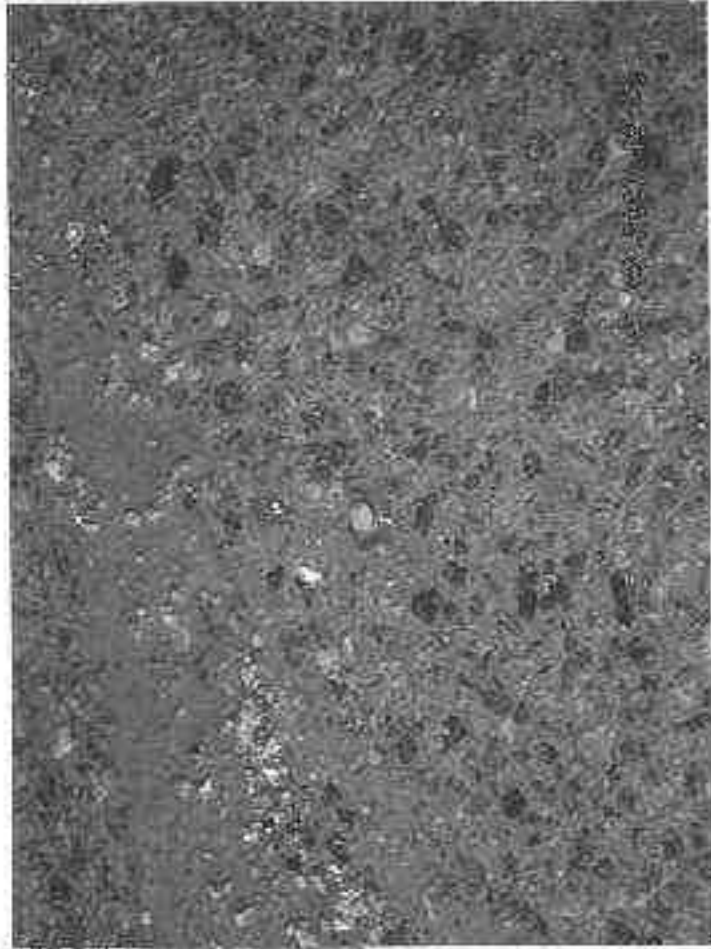
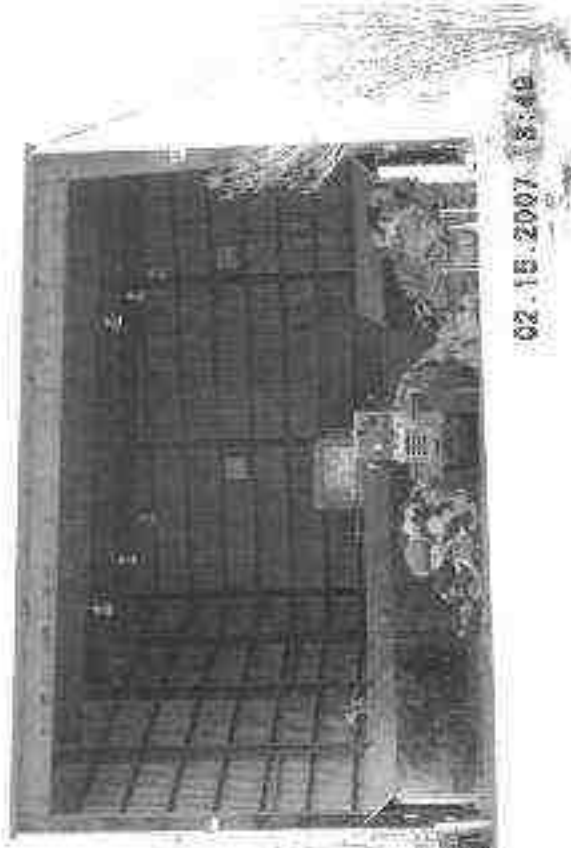
Collection Costs



Transfer



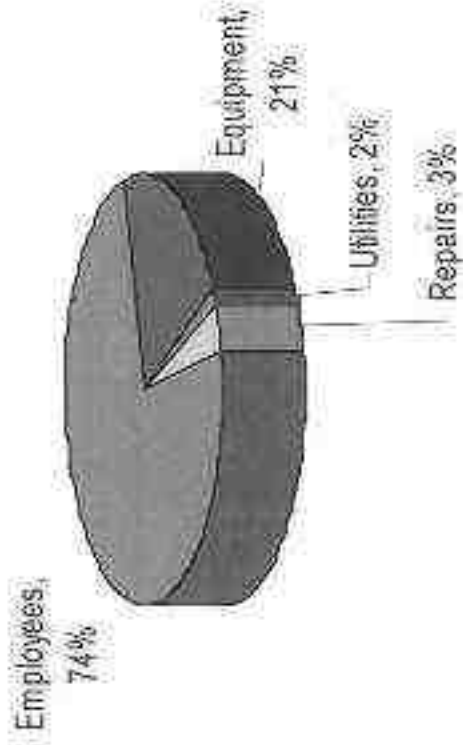
Station



Transfer Station Costs

- Employees = \$211,987.00
- Equipment = \$59,236.00
- Utilities = \$4,658.00
- Repairs = \$10,000.00
- Total Cost = \$285,881.00
- Total Tons Processed = 35,816
- Cost per Ton \$7.98

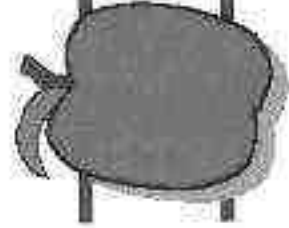
Transfer Station Costs



Total Transfer Station Costs = 35,816 tons * \$7.98/ton = - \$285,881.00



Municipal Solid Waste



City of Westminster

Municipal Solid Waste Tonnage, Revenue, & Fees

- Residential Waste from MCC's

Tons = 16,473

Rev. = \$0.00

Disposal Cost (\$29.50 per ton) = \$485,953

- Municipals and Other Gov Entities

Tons = 9,160

Rev. = \$0.00

Disposal Cost (\$29.50 per ton) = \$270,220

Municipal Solid Waste Tonnage, Revenue, & Fees Cont'd

- Commercial and Industrial Waste

Tons = 10,183

Rev. (\$38.50 per ton) = + \$392,045.50

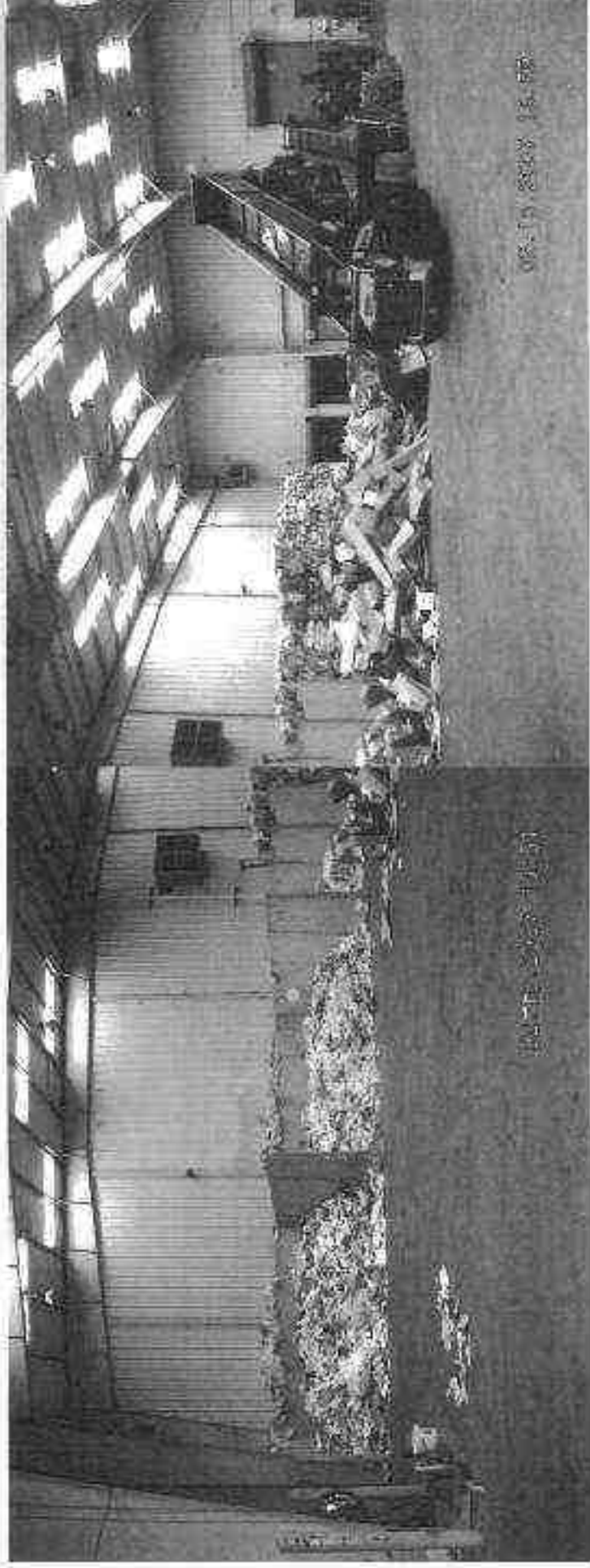
Disposal Cost (\$29.50 per ton) = - \$300,398.50

MSW Net Total

• Total Tons	35,816		
• Total Revenue	=	+	\$392,045
Total Disposal Cost	=	-	\$1,056,572
<u>MSW Net Total</u>	=	-	\$664,527



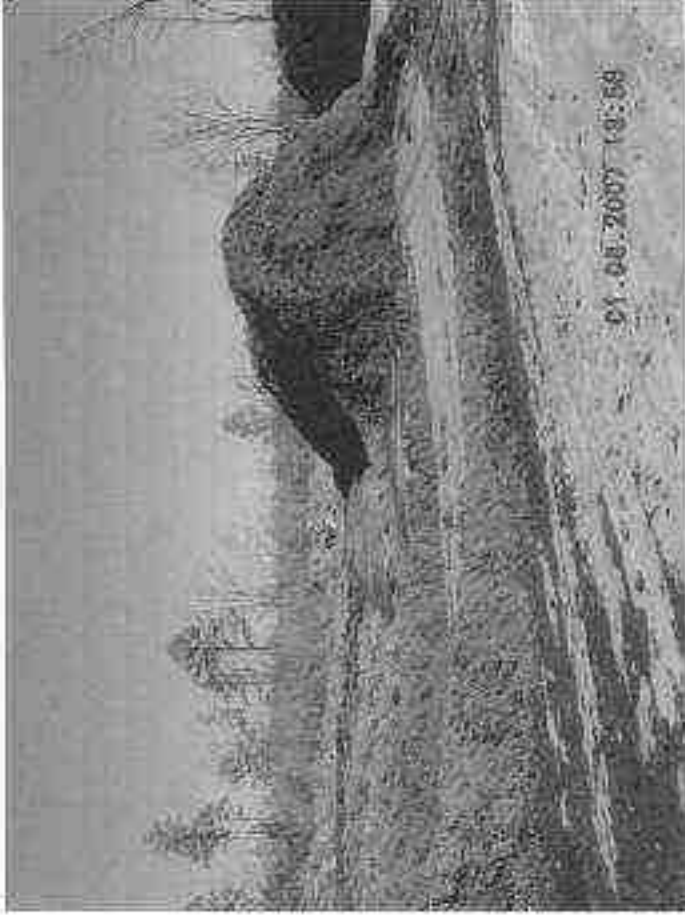
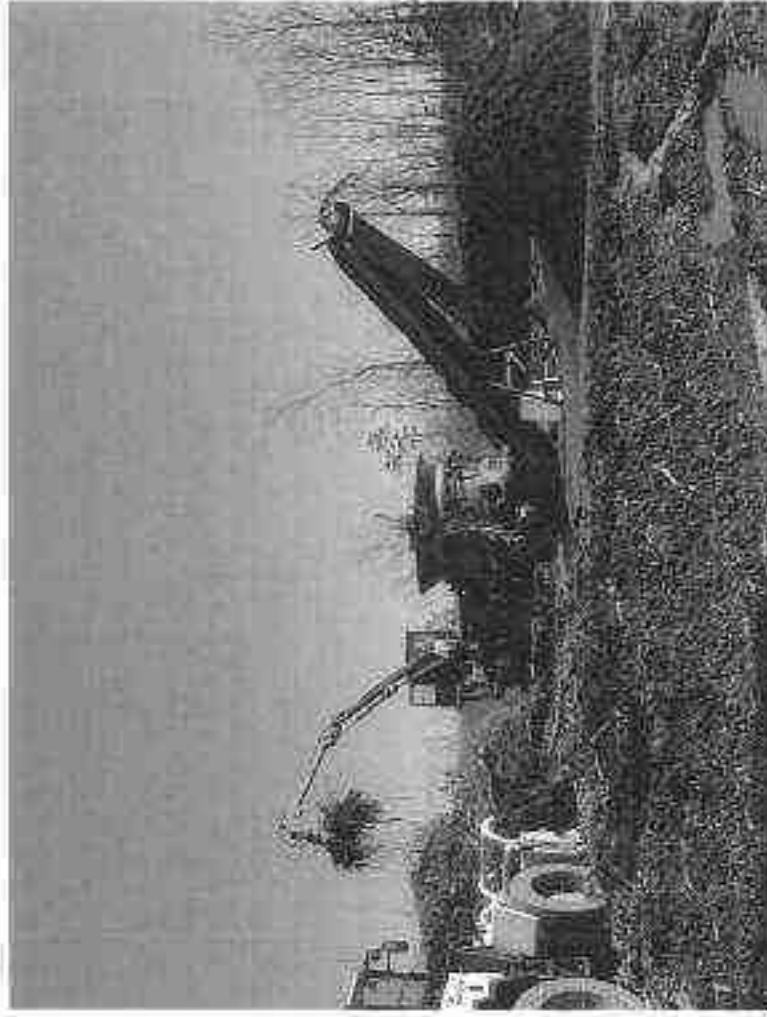
Materials Recycling Facility (MRF)



Materials Recycling Facility (MRF) Cost & Revenue

- Employees = \$94,755
 - Equipment = \$43,658
 - Utilities = \$12,090
 - MRF Total Cost (Does Not Include MCC Collection Costs)
= - \$150,503
 - MRF Revenues = + \$317,000
-
- MRF Net Total = + \$166,497

Mulching



Facility

Mulching Facility Cost & Revenue

- Employees = \$56,615
- Equipment = \$84,115
- Utilities = \$2,000
- 4,048 1.5 Yd Scoops
- Sold @ \$10.50 (tax included)
- = + \$42,500

• Total Mulching Cost

- \$142,730

Mulch Net Total = - \$142,730 + \$42,500 = -\$100,230

Solid Waste Financial Tabulation

• Net C&D Landfill	= - \$	270,558
• Net MCC Collection	= - \$	1,458,872
• Net Transfer Station	= - \$	285,812
• Net MSW Revenue	= + \$	392,045
• Net MSW Disposal Cost	= - \$	1,056,572
• Net MRF Profit	= + \$	166,497
• Net Mulching Facility	= - \$	100,230

Net Solid Waste Total = - \$2,613,202