



AGENDA

ANDERSON COUNTY FINANCE COMMITTEE MEETING

Monday October 5, 2020 1:30 p.m.

101 South Main Street, Anderson SC

Second Floor, Administrator's Conference Room

Chairman Brett Sanders, Presiding

Tommy Dunn
Chairman
Council District 5

Brett Sanders
Vice Chairman
Council District 4

Craig Wooten
Council District 1

Gracie S. Floyd
Council District 2

Ray Graham
Council District 3

Jimmy Davis
Council District 6

M. Cindy Wilson
Council District 7

Lacey Croegaert
Clerk to Council

Rusty Burns
County Administrator

- | | |
|---|----------------------------------|
| 1. Call to Order | Chairman Sanders |
| 2. Prayer and Pledge of Allegiance | Chairman Sanders |
| 3. Registration & Elections CTCL Grant | Mr. Rusty Burns |
| 4. Green Pond SC DNR Grant | Mr. Rusty Burns |
| 5. Viva Recycling Upstate LLC DHEC Cleanup Grant & S&ME Consulting Services Agreement | Mr. Rusty Burns & Mr. Greg Smith |
| 6. Continued Discussion of FY 21 Budget | Ms. Rita Davis |
| 7. Citizens Comments | |
| 8. Adjourn | |

ADMINISTRATION DIVISION

Rusty Burns | County Administrator

O: 864-260-4031 | F: 864-260-4548 | rburns@andersoncountysc.org
Historic Courthouse | 101 South Main Street, Anderson SC 29624
PO Box 8002, Anderson, South Carolina 29622-8002 | www.andersoncountysc.org



CENTER FOR
TECH AND
CIVIC LIFE

September 30, 2020

Anderson County, South Carolina
County Administrator
101 South Main Street
Anderson, SC 29624

Dear Rusty Burns,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Anderson County, the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of Anderson County ("Grantee").

The following is a description of the grant:

AMOUNT OF GRANT: \$116,044.00 USD

PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Anderson County in 2020 ("Purpose").

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement ("Grant Agreement") and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and jurisdiction ("Applicable Laws"). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).

2. This grant shall be used only for the Purpose described above, and for no other purposes.
3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Ballot drop boxes, Election department real estate costs, or costs associated with satellite election department offices, Non-partisan voter education, Poll worker recruitment funds, hazard pay, and/or training expenses, Temporary staffing, Vote-by-mail/Absentee voting equipment or supplies, and Election administration equipment. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.
4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.
8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the County Board of Elections and Voter Registration ("the Election Department") or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.

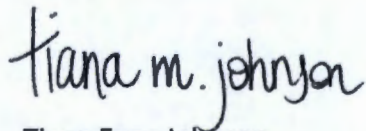


10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.

Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized representative of Grantee sign below, and return a scanned copy of this letter to us by email at grants@techandcivicliflife.org.

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,



Tiana Epps Johnson
Executive Director
Center for Tech and Civic Life

GRANTEE

By: 

Title: _____

Date: _____



CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG



DNR

SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES

SUBRECIPIENT AGREEMENT

FEDERAL AWARDING AGENCY:

U.S. Fish and Wildlife

FEDERAL AWARD DATE:

08/24/2020

FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):

F20AF11646

CFDA NUMBER/NAME:

15.605 - Sport Fish Restoration

TOTAL FEDERAL AWARD:

\$1,000,000.00

Office of Grants Administration (OGA) –only

SAM Check Date: 09/10/2020 **Initial:** TT

SAM Expiration Date: 08/27/2021

<https://www.sam.gov/portal/SAM/>

Print Screen must be placed in grant file

Risk Assessment Completed Date: 9/21/2020 **Initial:** CNA

Single Audit Check Completed Date: 9/21/2020 **Initial:** CNA

South Carolina Department of Natural Resources Subrecipient Agreement

SECTION I – SUBRECIPIENT GENERAL INFORMATION

Grant Reference Number (SCDNR): P24012401720		Subrecipient Reference Number: SCDNR FY2021-014	
Grant Title: Anderson - Green Pond Landing Courtesy Dock & Support Power Supply			
Subrecipient: Anderson County		DUNS#: 098400906	Indirect Cost Rate:
Subrecipient Principal Investigator: Matthew Schell		PTE Principal Investigator: Andy Wicker	
Address: 101 South Main Street		City/State: Anderson	Zip Code: 29624
Award Start Date: 09/01/2020		Award End Date: 8/31/2021	Fiscal Year End Month: June
Amount Previously Awarded: \$		Amount Awarded This Action: \$ 1,000,000.00	Total Award Amount to Date: \$ 1,000,000.00
Original: Yes	Date of Agreement:	FFATA: Agreement => \$25,000 Yes	Cost Sharing: Yes \$ 333,334.00
Amendment #:		R&D: YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

If this action is an amendment, please select applicable:

Funding Allocation:	Performance Period:	Other:
Reason for Modification:		
DUNS Registered Name (if different than Subrecipient's name):		

SECTION II – FUNDING ALLOCATION

Federal Project Description: Construction of a 320' courtesy dock with a 100' "T-Dock" and construction of a new power supply grid in trailer parking area			
Federal Awarding Agency: U.S. Fish and Wildlife		Pass Through Agency (when applicable): SCDNR	
Awarded Previously	Awarded This Action	Cumulative Award	Total Awarded –All Funds
	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00

SECTION III – CONTACT INFORMATION

<p style="text-align: center;"><u>Fiscal Contact- Granting Agency:</u></p> <p>Terence Tomlin Grants Coordinator Tomlint@dnr.sc.gov 803-734-1449</p>	<p style="text-align: center;"><u>Program Contact- Granting Agency:</u></p> <p>Andy Wicker, P.E. Chief Engineer WickerA@dnr.sc.gov 803-542-2729</p>	<p style="text-align: center;"><u>Subrecipient Contact:</u></p> <p>Matthew Schell Parks Department Manager mschell@andersoncountysc.org 864-760-5948</p>
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SCDNR - STANDARD SUBRECIPIENT AGREEMENT

1. **Parties:** This is a Subrecipient Agreement between the S.C. Department of Natural Resources (herein "SCDNR"), and [Anderson County] with its principal place of business at [101 South Main Street, Anderson, SC 29624], (herein "Subrecipient").
2. **Subject Matter:** The subject matter of this Agreement is [Green Pond Landing - Dock & Power Project]. The identifying information for this Agreement is set forth in Part 1- Subrecipient Award Detail. The Subrecipient's detailed Scope of Work to be Performed is Attachment A (herein "Scope of Work").
3. **Maximum Amount:** In consideration of the Scope of Work, the SCDNR agrees to pay Subrecipient, in accordance with the Budget and Payment Provisions specified in Attachment B and the other terms of this Agreement, a sum not to exceed \$ 1,000,000.00. Funds provided by the SCDNR to Subrecipient under this Agreement cannot be used as match for the purpose of obtaining additional federal funds or assistance by the Subrecipient unless expressly allowed by federal law and with the written approval of the SCDNR which may be contingent on federal approval.
4. **Agreement Term:** This Agreement shall first be effective and Subrecipient's performance shall begin upon the date of execution by the SCDNR and, unless terminated sooner or amended by the parties, shall end on 8/31/2021. Unless otherwise specified in the Budget and Payment Provisions - Attachment B, no funds may be obligated under this Agreement outside of this term.
5. **Procurement:** The Subrecipient must follow its procurement law or policy for any equipment, supplies, and/or services outside of its organization. However, adequate documentation must be available to satisfy federal audit requirements. Subagreements are addressed in SCDNR Standard Grant Provision (Attachment D).
6. **Ownership and Disposition of Equipment:** Any equipment purchased by or furnished to the Subrecipient by the SCDNR under this Agreement is provided on a loan basis only.
7. **Subrecipient Representations:** Any information provided by Subrecipient to SCDNR prior to the execution of this Agreement shall be deemed a material representation underlying SCDNR's decision to enter into this agreement. Subrecipient shall have an ongoing obligation to correct any errors or omissions and to update such information as may be necessary. Accordingly, Subrecipient's prior and subsequent representations are hereby incorporated by reference and include any responses to RFPs, applications, assurances, certifications, risk assessment responses, progress reports, and any state or federal grant forms.
8. **Compliance with Applicable Laws:** Subrecipient shall comply with all applicable federal, state, and local laws whether specifically identified in this Agreement or not and hereby represents itself to be in compliance with such laws as are necessary to fully perform under this Agreement. Furthermore, Subrecipient shall be responsible for obtaining any project-specific permits or authorizations which may be required to fully perform under this

SCDNR SUBRECIPIENT AGREEMENT

Agreement.


- 9. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing and signed by the duly authorized representative of the SCDNR and Subrecipient. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this Agreement must be made in writing at least 30 days prior to the end date of this Agreement or the request may be denied.
- 10. **Suspension and Cancellation:** This Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance. Upon notice of suspension or cancellation of the Agreement by SCDNR, Subrecipient and anyone acting under it shall not obligate any additional funds unless otherwise agreed in writing by SCDNR. Subrecipient may only be reimbursed for un-cancelable obligations incurred prior to notice of suspension or cancellation to the extent SCDNR has funds available for such purposes.
- 11. **Fiscal Year:** The Subrecipient's fiscal year starts July 1 and ends June 30.
- 12. **Work Product Ownership:** Unless otherwise specified in Other Grant Provisions (Exhibit E), all products of the Subrecipient's work under this Agreement, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents or data, become the sole property of the SCDNR and may not be copyrighted or resold by Subrecipient.
- 13. **Attachments:** In addition to Part 1 and Part 2, this Subrecipient Agreement consists of the following attachments that are incorporated herein by reference.

Please initial below to indicate you have read and understand each attachment.

- Attachment A - Scope of Work to be Performed
- Attachment B - Budget and Payment Provisions
- Attachment C - Federal Funds Grant Provisions
- Attachment D - SCDNR Standard Grant Provisions
- Attachment E - Other Grant Provisions

We, the undersigned parties, agree to be bound by this Subrecipient Agreement, including its provisions, attachments, and conditions.

South Carolina Department of Natural Resources


Robert H. Boyles, Jr., Director

Date: 9-28-2020

Subrecipient

Name: _____

Title: _____

Date: _____

Attachment A
Scope of Work to be Performed

This project involves the design and construction of a new 420' courtesy dock consisting of a 320' main dock and 100' "T-Dock" on the end. This project also consists of the design and construction of a power supply grid in the upper trailer parking area to include (80) 110 volt outlets for battery chargers and alternating 30-amp and 50-amp outlets for service and vendor vehicles.

Subrecipient shall be responsible for all aspects of the project including procurement, project management, quality control and payments to ensure satisfactory completion of the project. Subrecipient shall be responsible for all cost associated with the project and shall be reimbursed from the funds identified in the Subrecipient Agreement upon final completion and payment of the project and approval by SCDNR.

Subrecipient agrees to furnish SCDNR with an invoice requesting reimbursement, copy of Purchase Orders, paid invoices, canceled checks, and /or other documentation to verify the appropriate expenditure and amount of the funds for reimbursement. The State of South Carolina acting through its Department of Natural Resources upon receipt of this properly executed document, invoices and canceled checks will issue reimbursement not to exceed the amount of this agreement.

Subrecipient will certify that all documents provided to the SCDNR are accurate and the work reflected in the completion certificate meets the relevant standards and has been accepted by the Subrecipient.

Subrecipient is responsible for all fees, permits, licenses or certificates otherwise required.

- 1. Objectives and Timeline:** Complete scope of work within grant period.
- 2. Performance Measures and Deliverables:** 100% Completion of scope of work and submittal of reimbursement request.
- 3. Progress reports:** The Subrecipient shall submit progress reports to the SCDNR according to the following schedule. [100% Completion] Each report shall describe the status of the Subrecipient's performance since the preceding report and the progress expected to be made in the next successive period. Each report shall describe Subrecipient activities by reference to the work specifications contained in the Scope of Work to be Performed and shall include a statement of work hours expended, expenses incurred, bills submitted, and payments made. If scheduled, a Program Progress Report is required even if there has been no activity. Insufficient submittals may be rejected by SCDNR.

**Attachment B
Budget and Payment Provisions**

This Agreement is performance based. Payments made to the Subrecipient by the SCDNR are based on the successful completion of performance measures identified in the Scope of Work to be Performed. If the Subrecipient is unable to obtain successful completion of a performance measure within the terms and conditions of the Agreement, the Subrecipient may only receive a portion of the payment for that measure if partially completed or will not receive payment at all if substantial performance of that measure is not demonstrated.

The SCDNR will measure sufficient progress by examining the performance required under the Scope of Work to be Performed in conjunction with the associated schedule, the time remaining for performance within the project period, the availability of funds necessary to complete the project, and other relevant factors.

Subject to the complete terms of this Subrecipient Agreement, the SCDNR agrees to compensate the Subrecipient for services performed and allowable as indicated in the outlined budget detail and if such expenses are within the scope of and authorized by this Subrecipient Agreement.

Budget Detail:

Salaries	\$	
Fringes	\$	
Contractual	\$	
Supplies	\$	
Travel & Mileage	\$	
Equipment	\$	
Other Costs	\$	1,000,000.00
Indirect Cost*	\$	
(Subrecipient Indirect Cost rate is 0.00% %)		
Total Federal Share	\$	1,000,000.00
Total Non-Federal Share (Match)	\$	333,334.00
Non-Federal Funds provided by: <u>Anderson County</u>		

Reimbursement Periods: As measured from the Subrecipient's award start date, Subrecipient shall present SCDNR with requests for payment:

- Monthly
- Quarterly
- Biannually
- Annually
- Upon project completion
- Other: _____

Other Special Budget Provisions:

Optional – remove if not applicable: **Pre-award Costs:** Having obtained written authorization from the federal grant administrator, SCDNR may provide reimbursement for pre-award costs for the period of _____.

SCDNR SUBRECIPIENT AGREEMENT

***Indirect Cost Rate:** Current Rate Approval Letter Must Be on File with SCDNR. When an indirect rate is included, it must be an approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the SCDNR and the Subrecipient, or a de minimis indirect cost rate of 10%. It is also important to note that indirect rates may be subject to statutory caps of the Federal program. A de minimis rate may only be used by those Subrecipients that have never had an approved indirect rate in the past. A de minimis rate may not be used by State and Local Governments (including school districts). (See 2 CFR 200.331-6 and 200.414)

Budget Modification: Without seeking approval of but upon providing written notice to SCDNR, Subrecipient may shift any cost category by up to 10% of the total award in effect at that time so long as such changes do not alter the Scope of Work to be Performed. Any proposed shift in a cost category exceeding 10% of the total award in effect at that time must first be approved in writing by SCDNR.

PAYMENT REQUESTS REQUIREMENTS:

Program Progress Reports: Program Progress Reports are due when the Subrecipient Financial Status Report and Request for Funds Form is submitted for reimbursement. If a satisfactory Program Progress Report is not submitted then payment will not be processed.

Subrecipient Financial Status Report and Request for Funds Form: Subrecipient must submit a completed Subrecipient Financial Status Report and Request for Funds Form along with an invoice and supporting documentation (to include a detailed General Ledger Report with related performance period transactions) to initiate and substantiate a payment request. Incomplete forms or inadequate documentation may delay or prevent reimbursement. The Subrecipient Financial Status Report and Request for Funds Form has been attached for your convenience.

Match Documentation: Expenditure or accrual of any matching funds or value anticipated under this Agreement must be appropriately documented and such documentation must be periodically provided with the associated Subrecipient Financial Status Report and Request for Funds Form.

Annual Audit Certification: If the Agreement spans more than one fiscal year of the Subrecipient, the Subrecipient must complete and provide SCDNR with an Annual Audit Certification including any appropriate audits or other supporting documentation.

Following receipt, review and approval of the above items and consideration of Subrecipient's compliance with the terms of this Agreement, SCDNR will reimburse the Subrecipient in arrears of expenditures. These requests must be submitted to: SCDNR, c/o Grants Office, P.O. Box 167, Columbia, SC 29202 or emailed to GrantSubmissions@dnr.sc.gov.

Closeout: Upon verification that Subrecipient has satisfied all obligations under this Agreement which specifically include all activities and deliverables under the Scope of Work to be Performed and providing an adequate accounting for all grant fund expenditures and match, a final payment and closeout letter will be issued to the Subrecipient.

**ATTACHMENT C
FEDERAL FUNDS GRANT PROVISIONS**

This Agreement is subject to the requirements of applicable federal laws, policies and bulletins associated with federal funds including but not limited to those listed below. Furthermore, the recipient certifies, where noted, to the stated representations.

1. **Acknowledgement of Federal Funding:** All recipients of financial assistance will comply with requirements to acknowledge federal funding (including federal award number) when issuing statements, press releases, requests for proposals, bid invitations, project publications, and other documents describing projects or programs funded in whole or in part with federal funds.
2. **Copyright:** All recipients must affix the applicable copyright notices of the Copyright Act of 1976 (see 17 U.S.C. § 401 or 402 and 2 CFR 200.315 and 2 CFR 200.448).
3. **Patents and Intellectual Property Rights:** Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 *et seq.* All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14. Among other obligations, the recipient of funds shall grant the SCDNR and the Federal government a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practice on its behalf throughout the world.
4. **Internal Controls:** In accordance with 2 CFR Part II, §200.303, the recipient must establish and maintain effective internal controls to provide reasonable assurance that the recipient is managing all funds under this Agreement in compliance with federal statutes, regulations, and the terms and conditions of the award agreements. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or comparable Generally Accepted Accounting Principles (GAAP).
5. **Requirement to Have a Single Audit:** The recipient will complete an Annual Audit Certification and a Single Audit is required if the recipient of federal funds expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Part 200, Subpart F.
6. **Duplication of Benefits:** Any cost allocable to a particular federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or terms and conditions of the federal awards, or for other reasons. However, this prohibition would not preclude the non-federal statutes, regulations, or the terms and conditions of the federal awards.
7. **False Claims Act and Program Fraud Civil Remedies:** All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
8. **Federal Debarment and Suspension:** Recipients of federal funds are subject to the requirements of the OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement) (2 CFR Part 180). Additionally, this Agreement is subject to Executive Orders 12549 and 12689 "Debarment and Suspension" and as further adopted by any funding entity. A contract award under this Agreement cannot be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689.
9. **Hatch Act:** Recipient shall ensure its employees comply with the limitations on political activity in order to comply with the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), as amended.

- 10. Byrd Anti-Lobbying Amendment:** The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) provides that recipients that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award cover by 31 U.S.C 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Any recipient of funds under this Agreement subject to the Byrd Anti-Lobbying Amendment hereby certifies to the best of his/her/it's knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of an 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.
 - b. 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 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.
 - c. Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all 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. (43 CFR Part 18 – Appendix A to Part 18).
- 11. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, the recipient must disclose, in a timely manner, in writing to the SCDNR, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, *etc.*
- 12. Federal Debt Status:** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
- 13. Non-supplanting Requirement:** For federal programs which prohibit supplanting, recipients must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.
- 14. Procurement of Recovered Materials:** All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000: procuring solid waste

SCDNR SUBRECIPIENT AGREEMENT

management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. **Disposition of Equipment Acquired Under the Federal Award:** When original or replacement equipment acquired under this award by the recipient is no longer needed for the original project or program or for other activities currently or previously supported by the federal grant program, recipient must request instructions from SCDNR to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.
16. **Terrorist Financing E.O. 13224:** All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.
17. **Federal Equal Opportunity Protections**

- a. **Age Discrimination Act of 1975:** All recipients of financial assistance will comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- b. **Civil Rights Act of 1964:** All recipients of financial assistance will comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

As part of compliance with Title VI, all recipients must take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations.

- c. **Civil Right Act of 1968:** All recipients of financial assistance will comply with Title VI 11 of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 *et seq.*), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100.
- d. **Title IX of the Education Amendments of 1972:** All recipients of financial assistance will comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. These regulations are codified at 44 CFR Part 19.
- e. **Rehabilitation Act of 1973:** All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.
- f. **Americans with Disabilities Act of 1990:** The recipient shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*), as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the recipient

under this agreement.

- g. **Drug Abuse Office and Treatment Act of 1972:** The recipient may not discriminate on the basis of drug abuse as required for compliance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended.
 - h. **Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970:** The recipient may not discriminate on the basis of alcohol abuse or alcoholism as required for compliance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (91 P.L. 616), as amended.
 - i. **Equal Employment Opportunity:** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this Agreement on the grounds of race, age, health status, handicap, color, sex, religion or national origin. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR Part 60-1.4(b), in accordance with Executive Order 11246 "Equal Employment Opportunity" (see 30 FR 12319, as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" (see 32 FR 14303) and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity" (see 79 FR 72985). The language of 41 CFR 60-1.4 is hereby incorporated by reference and each contractor or subcontractor shall include, as applicable, the language required under 41 CFR Part 60 in each of its contracts related to this Agreement.
 - j. **Small and Minority Businesses, Women's Business Enterprises, and Labor Area Surplus Firms:** Recipient shall comply with the requirements of 2 CFR § 200.321 and must take all necessary, affirmative steps to assure that small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible. These steps are in addition to full and open competition and must include, at a minimum, the following six affirmative steps.
 - i. **Solicitation Lists.** The recipient must place small and minority businesses and women's business enterprises on solicitation lists.
 - ii. **Solicitations.** The recipient must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources.
 - iii. **Dividing Requirements.** The recipient must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
 - iv. **Delivery Schedules.** The recipient must establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.
 - v. **Obtaining Assistance.** The recipient must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
 - vi. **Prime Contractor Requirements.** The recipient must require the prime contractor, if subcontracts are anticipated or let, to take the five affirmative steps described in above.
18. **Davis-Bacon Act:** For public building or public works construction, alteration, or repair projects, the recipient of funds under this Agreement is required to follow the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148 and 3146-3148). All construction contracts awarded by SCDNR or the recipient funds under this Agreement of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon acceptance of the wage

SCDNR SUBRECIPIENT AGREEMENT

determination. The recipient of funds under this Agreement shall report all suspected or reported violations to SCDNR.

19. **Copeland "Anti-Kickback" Act:** For public building or public works construction, alteration, or repair projects, the recipient of funds under this Agreement shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C 3145) for all contracts for construction or repair awarded SCDNR or by the recipient of funds under this Agreement. The recipient shall include a provision for compliance with the Act, as supplemented by the Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient of funds under this Agreement shall report all suspected or reported violations to SCDNR.
20. **Intergovernmental Personnel Act of 1970:** Where applicable, recipient shall comply or otherwise assist SCDNR in complying with the Intergovernmental Personnel Act of 1970 (42 U.S.C. § 4728-4763).
21. **Whistleblower Protection Act:** All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. § § 4304 and 4310. In accordance with the 41 U.S.C 4712, "Contractor Protection From Reprisal For Disclosure of Certain Information," this requirement applies to all awards issued after January 1, 2013.
 - a. This award and related subawards and contracts over the simplified acquisition threshold and all employees working on this award and related subawards and contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712.
 - b. Recipients, and their subrecipients and contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
 - c. The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.
22. **Federal Administrative Regulations:** The federal funds provides under this agreement are subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) which became effective December 26, 2014 for federal awards issued after December 26, 2014. This regulation superseded requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in 2 C.F.R. Parts 220, 225, 215, and 230); Circulars A-89, A-102, and A-133; and the guidance in Circular A-50. The regulations is available here: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
23. **Drug Free Workplace:** In association with 2 CFR Part 182, the recipient certifies to SCDNR that it will provide a drug-free workplace program by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The recipient's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug violations.
 - c. 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 23(a).

SCDNR SUBRECIPIENT AGREEMENT

- d. Notifying the employee in the statement required by item 23(a) that as a condition of employment in association with the Agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after the conviction.
 - e. Notifying the SCDNR within 10 days after receiving notice under item 23(d)(ii) from an employee or otherwise receiving actual notice of the conviction.
 - f. Recipient shall within thirty days after receiving notice from an employee of a criminal drug conviction:
 - i. take appropriate personnel action against the employee up to and including termination; or
 - ii. require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for the purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - iii. Recipient shall require the same of any contractors working in association with this Agreement.
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of items 23(a) through (f). (S.C. Code Ann. §§ 44-107-30 & -50)
- 24. Environment and Historic Preservation:** Recipient will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 *et seq.*); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) protection of national wild and scenic river components and potential components under the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 *et seq.*); and (j) assisting the awarding federal agency and SCDNR in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 *et seq.*).
- Where applicable, the recipient of funds under this Agreement is required to follow the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) (*a/k/a* Clean Water Act), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the recipient of non-Federal funds and any subcontractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 25. Energy Policy and Conservation Act:** All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act. The South Carolina Energy Office oversees the State Energy Plan (see S.C. Code Section 48-52-10 *et seq.* and <http://www.energy.sc.gov/energyplan>).
- 26. Laboratory Animal Welfare Act of 1966:** Recipient will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 *et seq.*) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

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- 27. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970:** If the recipient's project affects real property interests, the recipient may shall comply or otherwise assist SCDNR in complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended.
- 28. Fly America Act of 1974:** All recipients must comply with the requirements of the preference for U.S. carriers (air carriers holding certificates under 49 U.S.C. § 41108) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C...§ 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, 'amendment to Comptroller General Decision B138942.
- 29. Hotel & Motel Fire Safety Act of 1990:** In accordance with the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2201, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974. See 41 CFR Part 301-74.
- 30. USA Patriot Act of 2001:** All recipients of financial assistance will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.
- 31. National Fire Incident Reporting System:** Reports to fire marshals or incident reports must be submitted to the National Fire Incident Reporting System (NFIRS) within 15 days after the end of the previous month as a condition for any and all grant awards. All agencies applying for Division of Emergency Management and Homeland Security funds must submit a current copy of their completed NIFRS report.

ATTACHMENT D
SCDNR STANDARD GRANT PROVISIONS

- 1. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the South Carolina Department of Natural Resources is executing this Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.
- 2. Independence:** The Party will act in an independent capacity and not as officer, employee or agent of the SCDNR.
- 3. No Employee Benefits For The Party:** The Party understands that the SCDNR will not provide to the Party or anyone acting on its behalf any form of employee benefits or services available to State employees and SCDNR will not withhold any state or federal taxes for the Party or anyone acting on its behalf. The Party understands that all tax filings required by the Internal Revenue Code and the State of South Carolina, including but not limited to income and withholding, must be filed by the Party, and information as to Agreement income may be provided by the State of South Carolina to the Internal Revenue Service and the South Carolina Department of Revenue as may be required.
- 4. Reliance by the SCDNR on Representations:** All payments and other actions by the SCDNR under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the contract or grant agreement, including but not limited to bills, invoices, progress reports and other proofs of work.
- 5. Insurance:** SCDNR provides no insurance coverage for liability or loss of the Party or its agents. The Party shall carry general liability insurance on an occurrence form and limits shall not be less than \$1,000,000 per occurrence. If a Party to this Agreement is a federal, state, or local governmental entity, such governmental parties may satisfy these insurance requirements to the extent comparable coverage is maintained through the South Carolina Insurance Reserve Fund or the equivalent.
- 6. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for five years thereafter or for any period required by law for inspection by any authorized representatives of the SCDNR, the State of South Carolina, or federal government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 7. South Carolina Human Affairs Law and Americans with Disabilities Act:** A Party which is a Covered Entity under the South Carolina Human Affairs Law (S.C. Code Ann. § 1-13-10, *et seq.* (1976 & Supp. 2016)) must comply in full with the Act. The Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et*

seq.), as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

8 Certification Regarding Debarment: The Party certifies that, as of the date that this Agreement is signed, neither the Party nor the Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, programs supported in whole or in part by federal funds (see 2 CFR Parts 180, 200, 417, 901, 1125, 1326, 1400, 1532, 2520, 3000, and 3485), or pursuant to South Carolina Consolidated Procurement Code, S.C. Code Ann. § 11-35-4220 (1976 & Supp. 2016).

9 Conflict of Interest and State Ethics Reform Act: The Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest and shall comply with South Carolina's ethical standards as provided by law. See S.C. Ethics Reform Act (S.C. Code Ann. § 8-13-10, *et seq.* (1976 & Supp. 2016)), S.C. Consolidated Procurement Code (S.C. Code Ann. § 11-35-10, *et seq.* (1976 & Supp. 2016)), and 2 CFR 200.112.

10 Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of South Carolina. Any action or proceeding brought by either the SCDNR or the Party in connection with this Agreement shall be brought and enforced in the Circuit Court of the State of South Carolina. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the SCDNR with regard to its performance under the Agreement. The Party agrees that the SCDNR shall not be required to submit to binding arbitration or waive its right to a jury trial.

11 Sovereign Immunity: The SCDNR, as an agency of the State of South Carolina, reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the SCDNR's entry into this Agreement.

12 Defense and Indemnity: The Party shall defend the SCDNR and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The SCDNR shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The SCDNR retains the right to participate at its own expense in the defense of any claim.

The Party shall indemnify the SCDNR and its officers and employees as to any damages or costs incurred, including attorneys' fees and associated costs, arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the SCDNR to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including

attorneys' fees, collection costs or other costs of the Party.

If a Party to this Agreement is a federal, state, or local governmental entity, no indemnification obligations shall arise under this provision as to that Party or SCDNR.

13 State Whistleblower Protections: A Party which is a "Public Body" under the Employment Protection for Reports of Violations of State or Federal Law or Regulation Act (S.C. Code Ann. § 8-27-10 *et seq.* (1976 & Supp. 2016)) must comply in full with the Act.

14 Risk Assessment and Monitoring: SCDNR is obligated to make a risk assessment of the Party prior to awarding federal funds and thereafter must monitor the Party for compliance. SCDNR reserves the right to modify monitoring requirements for the Party including frequency of reporting, requiring additional prior approval by SCDNR, and other protective or corrective actions. See 2 CFR Part 200.

15 Set Off: The SCDNR may set off any sums which the Party owes the SCDNR against any sums due the Party under this Agreement.

16 Child Support, Taxes, and Other Governmental Debts:

The Party understands and acknowledges that if relevant outstanding or delinquent financial obligations exist it may be subject to child support collections, tax collection, or delinquent debt setoff actions by other governmental entities pursuant to S.C. Code Ann. § 12-53-20 (2014); S.C. Code Ann. § 12-54-10, *et seq.* (2014); Setoff Debt Collection Act, S.C. Code Ann. § 12-56-10, *et seq.*; § 43-5-220(j) and other applicable laws.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18 Sub-Agreements: The Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the SCDNR. The Party must ensure that those acting under it are eligible under the terms of this Agreement. The Party shall be responsible and liable to the SCDNR for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with the Party or any subcontractor. The Party must include the provisions of this Agreement in all subagreements for work to be performed under this Agreement and any Party assigned, subcontracted, or receiving a subagreement shall be obligated to provide legally required assurances / certifications and must agree to be bound to the terms of this Agreement. The Party must present a request for a subagreement on the SCDNR Request for Approval to Subgrant/Subcontract form.

19 Freedom of Information Act: The Party acknowledges and agrees that this Agreement and any and all information obtained by the SCDNR from the Party in connection with this Agreement are subject to the South Carolina Freedom of Information Act (FOIA) (S.C. Code Ann. § 30-4-10, *et seq.* (1976 & Supp. 2016)). Additionally, the Party acknowledges that acceptance of funds from SCDNR may subject the Party to FOIA.

20. Personal Identifying Information and Safekeeping of Data: The Party also acknowledges and agrees that this Agreement and any personal information obtained by the Party in connection with this Agreement are subject to the Family Privacy Protection Act of 2002 (S.C. Code Ann. § 30-2-10, *et seq.* (1976 & Supp. 2016)). The Party must not use or disclose any individually identifying information that pursuant to this Agreement is disclosed by the SCDNR to the Party, created by the Party on behalf of the SCDNR, or used by the Party for any purpose other than to complete the work specifications of this Agreement unless such use or disclosure is required by law, or when the Party obtains permission in writing from the SCDNR to use or disclose the information and this written permission is in accordance with federal and state law. Additionally, the Party shall promptly notify SCDNR regarding any data breach, suspected data breach, or loss of data containing personal identifying information or similarly sensitive data related to this Agreement or otherwise revealing a vulnerability of the Party to such risks. See generally S.C. Code Ann. § 1-11-490; § 16-13-510; § 39-1-10, *et seq.* (1976 & Supp. 2016)

21. Force Majeure: Neither the SCDNR nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

22. Prior Approval of Press Releases / Marketing Materials: Without obtaining the prior written consent of the SCDNR, the Party shall not refer to the SCDNR in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the SCDNR. In any such communication materials, the Party must include as appropriate, an Equal Employment Opportunity statement and acknowledgement of any grant funds provided by SCDNR and/or the federal government through this Agreement.

23. Termination: In addition to any right of the SCDNR to terminate for convenience, the SCDNR may terminate this Agreement as follows:

- a. **Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the SCDNR may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the SCDNR may suspend or cancel this Agreement immediately, and the SCDNR shall have no obligation to pay the Party from State revenues.
- b. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

24. No Implied Waiver of Remedies: A party's delay or failure to exercise any right, power

or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing signed by an authorized representative of the party to be bound.

25. Continuity of Performance: In the event of a dispute between the Party and the SCDNR, each party will continue to perform its obligations under this Agreement during the resolution of the dispute unless otherwise directed by SCDNR to suspend or stop performance or until this Agreement is terminated in accordance with its terms.

26. Security Interests and Liens: The Party is not authorized to create and shall not allow any security interests or liens upon SCDNR property and must promptly discharge any claims made to that effect by claimants of the Party.

27. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the SCDNR. All State property, tangible and intangible, shall be returned to the SCDNR without demand and at no additional cost to the SCDNR. Such property shall be provided in good condition and in a format acceptable to the SCDNR.

28. State Facilities: If the SCDNR makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to the Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

29. Iran Divestment Act: The Party certifies that it is not on the Iran Divestment Act List (available: <https://procurement.sc.gov/iran-divestment>). The Party agrees to notify SCDNR immediately if it is ever named on the list. The Party shall require any subcontractor associated with this Agreement to certify and comply with the same. (S.C. Code Ann. § 11-57-10, *et seq.*)

30. South Carolina Illegal Immigration Reform Act: The Party certifies that it will comply with the applicable requirements of the South Carolina Illegal Immigration and Reform Act and agrees to provide to SCDNR upon request any documentation required to establish either: (a) that S.C. Code Ann. § 8-14-10, *et seq.* is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with this law. The Party agrees to include in any contracts with its subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of S.C. Code Ann. § 8-14-10, *et seq.*, and (b) include in their contracts with the sub-subcontractors language requiring the subsubcontractors to comply with the applicable requirements of this law.

31. Entire Agreement: This Agreement, whether in the form of a contract, state funded grant, or federally funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect except were expressly incorporated by reference. Furthermore, any situations requiring interpretation must frame this Agreement in the context of applicable federal and state laws and the mandatory requirements of any federal or state funding sources.

**ATTACHMENT E
OTHER GRANT PROVISIONS**

This Other Grant Provisions (Attachment E) is to be used for establishing other Agreement terms when special terms are required by the grant program providing funds for this Agreement or if SCDNR and Subrecipient agree to other special terms which may add to or modify standard grant terms stated elsewhere in this Agreement. In all instances, these Other Grant Provisions must comply with applicable law and be agreed to by authorized representatives of SCDNR and the Subrecipient. Unless otherwise specified, these Other Provisions shall also apply to any other party acting through or on behalf of the Subrecipient.

Federal Grant #: F20AF11646

Name of Federal Grant: Anderson - Green Pond Landing Courtesy Dock & Support Power Supply

State Grant #: P24012401720

The following provisions apply in addition to those provided elsewhere in the Agreement.

1. Proof of Ownership or Control of Project Site. The Subrecipient must provide documentation to the SCDNR to demonstrate ownership (*i.e.* – copy of recorded deed and plat) or firm control (*i.e.* – copy of recorded easement or long-term lease) of the real property where the project will be located.
2. Permits and Authorizations. The Subrecipient shall be responsible for obtaining any necessary regulatory or other permit or authorization required to complete the project. The Subrecipient shall provide the SCDNR with copies of such issued permits or authorizations.
3. Design and Construction Standards. The project funded under this Agreement must be designed and constructed in compliance with applicable federal, state, and local design and construction standards and consistent with plans presented in the grant application. If a material change in design or construction is proposed, Subrecipient must be addressed as a potential amendment of this Agreement.
4. Special Requirements for Management of Facility. The useful life of this project is a period of twenty years after the facility is initially opened for public use. The Subrecipient must provide written notice to the SCDNR of the date when the facility initially opens for public use. During the useful life of the facility, the Subrecipient agrees that:
 - i. no fees will be charged to the public for use of the facility;
 - ii. the facility must be open twenty-four hours a day, seven days a week throughout the year (*i.e.* - 24/7/365) for use as a boating/fishing access facility and will remain open except during emergency conditions / natural disaster or other conditions which require temporary closure (*e.g.* repair);
 - iii. the Subrecipient will maintain the facilities in a good state of repair which includes appropriate trimming/removal of vegetation impairing use of the facility and collection and removal of trash/litter;
 - iv. the Subrecipient will inspect the facility at least twice a year for maintenance needs;
 - v. the Subrecipient will provide safety and emergency services to the public who use the facility and will ensure that the facility is regularly patrolled to ensure the safety of the public and the facility;
 - vi. the Subrecipient will erect and maintain a sign approved by the SCDNR indicating the facility is owned and operated by the Recipient with funding assistance from the SCDNR and USFWS Sport Fish Restoration Program;

SCDNR SUBRECIPIENT AGREEMENT

- vii. the SCDNR may inspect any element of the facility funded under this Agreement to confirm compliance with this Agreement; and
 - viii. if the Subrecipient receives additional federal aid for this facility prior to the running of the initial useful life period, the above conditions may be extended from the time the Subrecipient receives additional funds.
5. Reimbursement by Subrecipient. If public access is discontinued during the useful life of the facilities funded by this Agreement, the Subrecipient will be obligated to reimburse the SCDNR and/or the federal government a proportionate share of the funds provided under this Agreement, as provided under federal law.
6. Recording of Notice of Grant Agreement – The Subrecipient must record a notice of agreement referencing this Agreement, substantially in the form of the attached template. Prior to being reimbursed by the SCDNR, the Subrecipient must provide the DNR with a copy of the recorded notice instrument.

We agree to the terms set forth above as being included in the referenced Agreement.

South Carolina Department of Natural Resources



Robert H. Boyles, Jr., Director

Date: 9-28-2020

Subrecipient



Name: _____

Title: _____

Date: _____

SCDNR SUBRECIPIENT AGREEMENT

STATE OF SOUTH CAROLINA)
)
) NOTICE OF GRANT AGREEMENT
COUNTY OF _____) ([Name of Grant Program] Grant)

Notice is hereby given that [legal name of Subrecipient], a [State] [describe Subrecipient ~ state agency, county, city, charitable organization, corporation, LLC, etc.], ("Subrecipient"), with a mailing address of _____ is the owner of a certain piece or parcel of land located in _____ County, South Carolina pursuant to that deed recorded in Deed Book _____ at Page _____ and designated as tax map parcel number _____ (the "Property").

The Subrecipient received and utilized federal funds provided through the South Carolina Department of Natural Resources(SCDNR) pursuant to a _____, 20____ subrecipient agreement (Federal Grant Number: _____ / Grant Reference Number (SCDNR): _____) to _____ under the U.S. Fish and Wildlife Service's _____ Grant Program. A copy of the subrecipient agreement is kept on file at the offices of the SCDNR in Columbia, S.C.

The Subrecipient hereby confirms its commitment to the terms of the subrecipient agreement as they relate to the Property and facilities. To ensure the public benefits from use of such funds, the public use and access of the funded project must be maintained for a minimum of twenty years following the most recent receipt of federal aid. Conversion of the Property or facilities to an inconsistent use will require reimbursement of funds pursuant to the subrecipient agreement and federal law.

The terms of this Notice shall run with the title to the Property and be binding upon the Subrecipient, and its designees, successors, and assigns.

This Notice of Grant Agreement shall be incorporated by reference into any subsequent deed or other legal instrument by which the Subrecipient divests itself of any interest in all or a portion of the Property.

{Signature Page Follows}

SCDNR SUBRECIPIENT AGREEMENT

In witness whereof, the Subrecipient has set its hand and seal this ___ day of _____, 20___ to acknowledge and affirm the terms of this Notice of Grant Agreement.

[Legal Name of Subrecipient]

BY: [Signature]
[Name, title]

Witness #1 Signature

Witness #2/Notary Public Signature

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF _____

I, _____, the undersigned Notary Public, do hereby certify that _____, the _____ of _____, acting as the authorized representative of and on behalf of _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Acknowledged before me this

_____ day of _____, 20___.

(SEAL)

Notary Public for _____

[Notarial Seal]

My Commission Expires: _____

**TASK ORDER No. 011
FOR CONSULTING SERVICES
S&ME Project No. 4226-17-041
Anderson County, South Carolina**

The undersigned hereby accepts this Task Order and agrees that the specified services shall be performed pursuant to the terms and conditions of the existing Master Services Agreement between Anderson County and S&ME, Inc. [4226-17-041] executed February 3, 2017, pursuant to S&ME Proposal No. 42-1600947, dated December 6, 2016.

Project Location:

The project site is located at 3552 Abbeville Highway in Anderson, South Carolina, and is developed as the former Viva Tire Recycling facility. The site consists of approximately 6.51 acres of land identified as Tax Parcels 152-04-03-001, 152-04-03-002, 152-04-03-003, 152-04-03-004, 152-04-03-005, 152-04-03-006, and 152-04-01-002. Viva Recycling Upstate LLC is listed as the current owner of all seven parcels.

Scope of Services:

Please see S&ME proposal number 42-2000848 rev.1 dated September 28, 2020 for a detailed scope of work.

Schedule:

Please see S&ME proposal number 42-2000848 rev.1 dated September 28, 2020 for the project schedule.

Deliverable(s):

Please see S&ME proposal number 42-2000848 rev.1 dated September 28, 2020 for the project deliverables.

Compensation:

\$1,922,725 will be billed on a monthly cycle consistent with work performed; please see S&ME proposal number 42-2000848 rev.1 dated September 28, 2020 for a breakout of fee based on task.

For Anderson County:

For S&ME:

Name

Name

Title

Title

Date

Date

Faxed and/or digital signatures will be considered and treated as original signatures



September 28, 2020

Anderson County
101 South Main Street
Anderson, South Carolina 29624

Attention: Mr. Rusty Burns
rburns@andersoncountysc.org

Reference: **Proposal for Environmental Services**
Viva Tire Site
3552 Abbeville Highway
Anderson, South Carolina
S&ME Proposal No. 42-2000848 rev.1

Dear Mr. Burns:

S&ME, Inc. (S&ME) appreciates the opportunity to provide this revised proposal for our environmental services at the referenced property. This revised proposal is prepared based on our review of the drafted scope of work provided to Anderson County from the South Carolina Department of Health and Environmental Control (SCDHEC), and our September 23, 2020 video conference with Anderson County officials and staff. This revised proposal wholly replaces S&ME proposal number 42-2000848, dated September 18, 2020 and provides our understanding of the project and outlines our proposed scope of services, schedule, and fee. We will complete our services using the terms and conditions of the Master Service Agreement between Anderson County and S&ME.

◆ Project Information

The subject site is located on 3552 Abbeville Highway near Anderson, South Carolina. The site consists of 6.51 acres comprised of seven tax parcels identified as Anderson County parcels 152-04-01-002 (0.88 acre), 152-04-03-001 (0.73 acre), 152-04-03-002 (0.91 acre), 152-04-03-003 (1.0 acre), 152-04-004 (1.02 acres), 152-04-03-005 (1.2 acres), and 152-04-03-006 (0.77 acre). Each of the parcels is listed as being owned by Viva Recycling Upstate LLC.

A Preliminary Site Investigation was performed by LaBella in April 2019. The investigation was performed to estimate the volume of disposed tires on the site, collect limited surface soil samples in three areas of the site, and to estimate the cost of removal and disposal of tires and site restoration. The assessment estimated a total of 3,900 tons of discarded tires above ground surface and 5,000 tons of tires buried at the site. Site restoration costs were estimated to range between \$1.4 million for the surface restoration, up to \$6.5 million for surface and subsurface restoration. The costs were limited to removal and disposal of tires and did not estimate additional costs associated with, assessment and remediation of potential environmental impacts related to past site operations, or demolition and disposal of structures.

S&ME conducted a Phase I Environmental Site Assessment (ESA) of the property in April 2020. From that assessment, we have assisted Anderson County with presenting information to SCDHEC related to the potential



impacts to the property and surrounding community as result of the tire debris, as well as other potential environmental concerns including several fires at the property.

As we understand, Anderson County wishes to initiate cleanup activities to reduce further impacts to the site and surrounding areas. Presented below are our proposed services to accomplish this task.

◆ **Scope of Services**

Task I – Project Development, Scoping, and Kick-Off Meeting

Throughout our involvement with this project, we have worked with Anderson County to develop and scope various tasks related to the removal and disposal of above grade and surface tires. Part of our work included meeting with our subcontractor to evaluate logistical considerations and disposal alternatives.

Upon acceptance of this proposal through execution of the accompanying Task Order, we propose to conduct a project kick-off meeting. The meeting will include representatives from Anderson County and S&ME. The goal of the meeting is to establish and document the project objectives, benchmarks, means and methods, and final deliverables to be produced at the conclusion of this phase of the project.

Task II – Work Plan Development

As specified in the September 18, 2020 e-mail from SCDHEC to Anderson, a work plan for the removal and recycling or deposition of the above grade and surface tires will be required. The work plan must be submitted to SCDHEC for review, comment, and approval prior to initiating any on-site activities. Components of the work plan must include the following:

- Description and rationale for prioritization of tasks;
- Disposition location(s) for tire and tire materials;
- Identification of key personnel and contractors involved with the project;
- Fee estimates including unit rates for the tasks to be conducted; and
- A project schedule for completion of the removal of tires and tire materials.

Task III – Health and Safety Plan and Storm Water Pollution Prevention Plan Development

Prior to the development of the site-specific health and safety plan (HASP), up to eight soil samples will be collected throughout site from the ground surface to an approximate depth of one foot and analyzed for volatile organic compounds (VOCs); semi-volatile organic compounds (SVOCs); and RCRA metals. These soil sample analytical results will be used to determine acceptable exposure limits during execution of the site cleanup work and appropriate protective measures for incorporation into the HASP.

In addition to the soil conditions noted above, certain health and safety risks are associated with a project of this type. We propose to develop a site-specific health and safety plan (HASP) that will be used for the on-site activities. The HASP will be developed and prepared by members of our project team including but not limited to the client manager, project manager, Certified Industrial Hygienist (CIH), and Certified Safety Professional (CSP).



The HASP will comply with all SOPs required by Plantation Pipeline as they relate to work within their Rights-of-Way. Once completed, the HASP will be reviewed by the CIH, CSP, and a Fire Protection Engineer (FPE).

The HASP will be presented to the members of the on-site activities team for their review. Any questions regarding the HASP will be addressed by the project manager and/or the regional safety director in coordination with the CIH/CSP.

The HASP will be reviewed during project mobilization and prior to the start of site work each day. Unforeseen conditions are bound to occur on a project of this size. As these unforeseen conditions may relate to health and safety, the HASP will be amended as appropriate.

Since some level of land disturbance will be required to remove the tires and tire debris, a storm water pollution prevention plan (SWPPP) will be prepared by a South Carolina licensed professional engineer. Once approved by SCDHEC and Anderson County, weekly Stormwater Pollution Prevention Plan (SWPPP) inspections will be performed by a certified erosion prevention and sediment control inspector (CEPSCI) until site stabilization has been achieved.

Task IV – Coordination of Petroleum Pipeline Owner

From our previous site visits, we know that an underground petroleum pipeline crosses the northern portion of the project site. From our experience with pipeline owners, we anticipate they will have specific requirements for site work in the vicinity of the pipeline and associated right-of-way. We will coordinate with the pipeline owners to develop work procedures that comply with their requirements. We anticipate the pipeline owners will require a third-party observer during work activities that are performed within the pipeline right-of-way.

Task V – Project Mobilization/Setup and Site Security

Once Tasks I, II, and III are completed, we and our subcontractor will mobilize the necessary equipment and personnel to the site to accomplish the project objectives. Support and staging areas will be established to aid in the removal of the tires. Storm water management devices will also be installed during this phase of the project. Dust suppression will be accomplished by applying water to non-vegetated areas with a water truck. In addition, periodic dust monitoring will be conducted.

The site is currently not secured. We propose to secure the site using temporary fencing and off-duty law enforcement officers to monitor the site during non-working hours.

Task VI – On-site Cleanup Activities

On-site cleanup activities will include the following subtasks:

- Subtask 1 – Tire Removal, Recycling, and Disposition
- Subtask 2 – Staging, Characterization, and Disposal of Non-tire Waste Materials
- Subtask 3 – Site Stabilization and De-mobilization

Our proposal includes on-site representation during the performance of each of these subtasks to observe, record, coordinate, and collect data to document the cleanup activities.



Subtask 1- Tire Removal, Recycling, and Disposition

From previous site visits, we have tentatively identified five areas of the site where whole tires and/or portions of tires are located. These five areas include:

- Area One – former service shop on the eastern portion of the site
- Area Two – parcel number 152-04-03-004
- Area Three – parcel numbers 152-04-03-001, 152-04-03-002, and 152-04-03-003
- Area Four – former shredder and surrounding area on the western portion of the site
- Area Five – surrounding property not included in the other four areas.

Whole tires and tire materials will be removed and transported off-site for recycling at an approved tire recycling facility. Please note that recycling of whole tires and tire materials is dependent on acceptance by the recycling facility. Transportation manifests and recycling/disposal facility weight tickets will be maintained to document the tire removal work.

Subtask 2 – Staging, Characterization, and Disposal of Non-tire Waste

From the Phase I ESA completed in April 2020, we know there is a variety of non-tire waste (drums, pails, oily stained soils, etc.) on the site and anticipate encountering additional materials of this type as the tires are removed. These non-tire wastes will be segregated by type and similar appearance/contents and sampled for disposal characterization. Based on the characterization results, the materials will be transported off-site and properly disposed. We are assuming that none of these non-tire wastes will be characterized as a hazardous waste. If that is not the case, we will contact Anderson County and SCDHEC immediately for further instructions.

Subtask 3 – Site Stabilization and De-mobilization

Following the completion of subtasks 1 and 2, the ground surface of the site will be rough graded and stabilized per the specifications listed in the SWPPP. SWPPP inspections will continue until the stabilization criteria listed in the SWPPP are met.

Task VII – Project Documentation and Reporting

At the conclusion of Tasks I through VI, we will prepare a report of the site restoration activities completed at the site. Supporting documentation including transportation manifests, disposal facility weight tickets, laboratory reports, SWPPP inspection reports, photographs, aerial imagery, and other relevant information will be included in the final report. A bound paper copy of the report will be provided along with a portable document format (pdf) version.

◆ Excluded Services

Without attempting to be a complete list or description of all services or potential services excluded from this proposal and not performed by S&ME, the following services are specifically excluded:

- Assessment and abatement of hazardous building materials;
- Demolition related services for the demolition of on-site structures;



- Delineation, excavation and disposal of buried tires;
- Assessment of possible environmental impact to the site from previous site uses and recent fire-fighting activities;
- Disposal of hazardous wastes; and
- Remediation of possible environmental impacts.

Based on our knowledge, the potential impact of the buried tires represents another significant hazard in addition to the surface tires and debris. Potential soil, groundwater, and surface water contamination may present a hazard both on and off the site. Additional requirements such as a complete assessment of soil and groundwater, demolition of structures, and defining the extent of the subsurface debris by means of geophysical penetrating radar will be necessary prior to removal of subsurface debris and site stabilization. Although these services are not included in this scope of work, we are capable and ready to assist Anderson County with these tasks. Upon request, we can provide proposals and budgets for determining the impact the tires have had on and off the site, and the removal of the buried tires.

◆ **Limitations and Exceptions**

This proposal is solely intended for the Basic Services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and corresponding final report is limited to above-referenced project and client. No other use is authorized by S&ME, Inc.

◆ **Client Responsibilities**

Anderson County is responsible for providing the following:

- Fully executed Task Order;
- Access to the site;
- Communication and/or coordination with the surrounding community; and
- Communication and/or coordination with Anderson County Departments and/or Agencies that may have an interest in the project.

◆ **Schedule**

Based on our understanding of the site and current conditions, we are estimating the work and services described above can be completed within four to five months from execution of the attached Task Order 011.



◆ **Fee**

We propose the following fees:

• Task I: Project Development	\$ 23,000
• Task II: Work Plan	\$ 17,850
• Task III: HASP and Stormwater Plan	\$ 18,850
• Task IV: Coordination with Pipeline Owner	\$ 13,250
• Task V: Mob and Site Security	\$ 74,668
• Task VI: Cleanup Activities	\$1,749,407
• Task VII: Project Reporting	\$ 25,700
Total Project Estimate	\$1,922,725*

**NOTE: Fee Estimate with specific task and individual cost breakout is available upon request*

Please note that our fee estimate is based on the assumption that the recycling facility will accept whole tires and the tire pieces, which make up the majority of the on-site material. Should that not be the case or should Anderson County wish to recycle whole tires only, then we will provide a revised fee estimate as needed or as requested.

◆ **Authorization**

We will complete our services using the terms and conditions of the Master Service Agreement between Anderson County and S&ME. Please indicate your acceptance by signing and returning the attached Task Order Number 011.

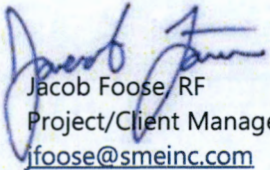


◆ **Closing Remarks**

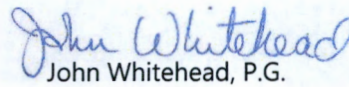
S&ME appreciates the opportunity to provide Anderson County with our environmental services. Should you have any questions, please contact us at (864) 297-9944.

Sincerely,

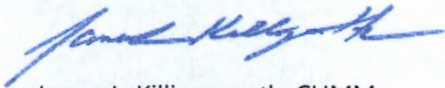
S&ME, Inc.



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Enclosures: Task Order Number 011

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