

MINUTES OF
Budget and
Control Board
Meeting

June 26, 1979

MINUTES OF BUDGET AND CONTROL BOARD MEETING

JUNE 26, 1979 10:00 A. M.

The Budget and Control Board met on Tuesday, June 26, 1979, at 10:00 A. M. in the Governor's Conference Room with the following members in attendance:

Governor Richard W. Riley
Mr. Grady L. Patterson, Jr.
Mr. Earle E. Morris, Jr.
Senator Rembert C. Dennis
Representative Tom G. Mangum

Staff members attending were Executive Director William T. Putnam; Governor's Executive Assistant Katherine M. Clarke; State Auditor Edgar A. Vaughn, Jr., and staff members Burr, McPherson and Oliver; Division of General Services Director Furman E. McEachern, Jr.; State Personnel Division Director Jack S. Mullins; Motor Vehicle Management Division Director Allan J. Spence; Retirement System Director Purvis W. Collins; Chief of Special Projects John A. Crosscope, Jr.; Board Secretary William A. McInnis and Donna K. Williams.

MINUTES OF PREVIOUS MEETINGS - Draft versions of the minutes of meetings held on May 22 and 29 and of polls conducted on May 28 and 29 and of two polls conducted on June 6 previously had been furnished to Board members.

Upon a motion by Mr. Morris, seconded by Mr. Patterson, the Budget and Control Board approved the referenced minutes as written.

BLUE AGENDA - Executive Director Putnam advised the Board that a typographical error had been made in blue agenda item 1 relating to a State Reorganization Commission consultant service contract and noted that the name of the consultant should be Edwin A. Levine rather than Edward A. Levine as shown on the agenda materials. Blue agenda items are identified as such in these minutes.

CONSULTANT SERVICES CONTRACTS (BLUE AGENDA #1) - Upon a motion

by Mr. Patterson, seconded by Mr. Morris, the Budget and Control Board approved the following consultant services contracts:

(1) Department of Corrections

Consultant: Glenn L. Isaac, Spartanburg, SC

Maximum Dollars: \$20,000 per year, \$45,000 maximum;
50% State bond funds; 50% architects and
engineers

Time Period: 7/1/79 - 11/1/80

Purpose: To serve as the resident engineer for Oaklawn and
Dutchman facilities (as a replacement for William
R. Kennett approved by the Budget and Control Board
on January 25, 1979).

(2) Employment Security Commission

Consultant: Program Resources, Inc., Rockwell, Maryland

Maximum Dollars: \$63,000, 100% federal

Time Period: 7/1/79 - 12/31/80

Purpose: To conduct a research project awarded to SC by the
national occupational information coordinating committee
to enhance the development of the occupations information
system; to conduct a post-completion survey of vocational
education students completing programs in May-June,
1979; to conduct a pre-completion survey of vocational
education students expected to complete programs
in May-June, 1980; to conduct a post-completion
survey of vocational education students completing
programs in May-June, 1980; to prepare a final report
describing the research project and results.

(3) Department of Highways and Public Transportation

Consultant: Enwright Associates, Inc., Greenville and Columbia

Maximum Dollars: \$17,715, State and federal

Time Period: Phase A, 30 calendar days; Phase B, 75 calendar
days; Phase C, 60 calendar days after the completion
of Phase B

Purpose: To provide engineering services for the rating,
design and preparation of plans for three bridge
widening projects on interstate route I-26 in Newberry,
Orangeburg and Dorchester Counties.

(4) State Reorganization Commission

Consultant: Edwin A. Levine, Lamont, Florida

Maximum Dollars: \$165.90 per day; \$36,500 maximum; 100% State

Time Period: 7/1/79 - 5/6/80

Purpose: To serve as the State Manager/Consultant for the S. C.
Human Services Demonstration Project.

Information relating to this matter has been retained in these files and is identified as Exhibit 1.

PATRIOTS POINT DEVELOPMENT AUTHORITY - A&E SELECTION APPROVAL REQUEST

(BLUE AGENDA #2) - Patriots Point Authority Executive Director J. E. Guerry advised the Board that the following firms, listed in order of preference, have been selected to perform the architectural and engineering design work for the marine and the recreational vehicle park including all ancillary facilities related thereto:

<u>Firm</u>	<u>Reported State Work in Prior Two Years</u>
(1) Seabrook, Byrd, Long & Associates	\$ 1,900,000
(2) Frederick A. Smith & Associates	\$ 7,400
(3) Middleton, McMillan Architects, Inc.	\$ -0-

After being advised that the required selection procedure had been followed, the Budget and Control Board, upon a motion by Mr. Patterson, seconded by Mr. Morris, approved the selection of Seabrook, Byrd, Long & Associates to provide the architectural and engineering design work for the referenced project with the understanding that the initial work to be performed by the firm selected would be directed at meeting any requirements associated with securing any necessary construction permits.

Information relating to this matter has been retained in these files and is identified as Exhibit 2.

GENERAL SERVICES - PRINTING EQUIPMENT ACQUISITIONS (BLUE AGENDA #3) -

The Division of General Services advised that the following requests for printing equipment had been received and reviewed by the Assistant State Printing Officer who recommended that both requests be disapproved in light of the pending legislation designed to control printing equipment acquisitions and to permit further study of the Employment Security Commission's request.

- A. Employment Security Commission - lease/purchase agreement for an on-line reconditioned automated offset system as an addition to their printing facility at a cost of \$26,500 on a straight purchase or a lease cost of \$1,330 per month.
- B. Health and Environmental Control - purchase of one folding machine at a cost of \$1,300.

Upon a motion by Mr. Patterson, seconded by Mr. Morris, the Budget and Control Board disapproved both requests.

Information relating to this matter has been retained in these files and is identified as Exhibit 3.

GENERAL SERVICES - RIGHT-OF-WAY EASEMENT - CHARLESTON COUNTY (BLUE AGENDA #4) - The Division of General Services advised that the James Island Water and Sewer District has requested easements or rights-of-way to be used solely for the construction, operation and maintenance of sewage lines including conduits, mainlines, markers, pumps, list stations and other pertinent distribution facilities for seven areas on Johns Island in Charleston County.

After being advised by the Division of General Services that these areas are all below the local mean high water line and that the State is empowered to grant certain rights-of-way or easements through and over marshlands without compensation for construction and maintenance of pipelines by agencies or political subdivisions of the State under Section 1-11-90 of the 1976 Code and that the easements have been approved by the Attorney General's Office, upon a motion by Mr. Patterson, seconded by Mr. Morris, the Budget and Control Board approved the referenced easements.

Information relating to this matter has been retained in these files and is identified as Exhibit 4.

GENERAL SERVICES - LEASE/PURCHASE OF COPYING EQUIPMENT (BLUE AGENDA #5) - Upon a motion by Mr. Patterson, seconded by Mr. Morris, the Budget and Control Board authorized the Probation, Parole and Pardon Board

to enter into a lease/purchase contract covering one Xerox 2400 copier and two sorters at a total cost of \$21,586.69 which will result in an annual cost avoidance of \$825.48.

Information relating to this matter has been retained in these files and is identified as Exhibit 5.

MOTOR VEHICLE MANAGEMENT - IMPLEMENTATION OF 1978 ACT - Executive Director Putnam expressed his apologies that the materials being distributed at the present meeting were not available to Board members previously but he did remind the members that he had discussed substantially all of these items with them individually on earlier occasions.

Mr. Putnam referred to the concurrent resolution under consideration in the General Assembly which, if adopted, would have the effect of requesting the Board to postpone the implementation of the 1978 Motor Vehicle Management Act. Mr. Putnam expressed the view that a number of decisions need to be made prior to July 1 and he expressed the opinion that the recommendations to be made would not conflict with the basic intent of the resolution under consideration and he noted that, if the recommendations are approved, they can be modified as appropriate to comply with any resolution passed by the General Assembly.

With respect to titles, Mr. Putnam recommended that the procedure under which the Budget and Control Board is to hold title to virtually all motor vehicles owned by the State should be continued, after noting that most of these titles have been obtained already.

Mr. Putnam reported that most agencies are proceeding with the use of decals to identify State-owned vehicles and he recommended that the Division continue its efforts in this connection.

On the question of maintaining trip logs, Mr. Putnam reported that most agencies which operate sizeable fleets already are utilizing such logs and that, since good management procedures dictate the keeping of this type of information, he recommended that the Division continue to work with agencies to coordinate the information required for central management purposes with that needed by the agencies themselves. Mr. Putnam noted that forms have been distributed to other State agencies and he recommended that the Division continue to require the completion of these documents. He also pointed out that some of the information required by these logs is necessary for implementing the energy conservation program recommended by Governor Riley and that other information included will prove invaluable to any legislative committee which might wish to study the motor vehicle management system.

With regard to commuting charges, Mr. Putnam recommended that the collection of commuting charges be deferred until September 1, 1979 because of numerous individual cases pending regarding the applicability of the commuting charge, the necessity to operate under the continuing appropriation for a short while after July 1, some prospect that the General Assembly would address the question of perquisites, and questions relating to the physical location of motor pool vehicles and distribution points which have not yet been resolved.

Finally, Mr. Putnam recommended that the new assignment criteria be applied strictly to all newly-acquired vehicles and that the Motor Vehicle Management Division receive and evaluate trip logs prior to applying the new criteria to motor vehicles previously placed on permanent assignment.

Following a brief discussion, upon a motion by Senator Dennis, seconded by Mr. Morris, the Budget and Control Board approved the recommendations as presented by Mr. Putnam.

In response to Representative Mangum, Mr. Putnam expressed the opinion that the adoption of these recommendations does not put the Board in conflict with legal requirements. He acknowledged that implementation of the 1978 act has been slow and that this will result in some criticism of the Board, but he expressed the further view that more criticism would result if the Board proceeds clumsily at this point.

In response to Mr. Morris, Executive Director Putnam indicated that the Motor Vehicle Management Council had concurred in all of these recommendations as approved by the Board.

Information relating to this matter has been retained in these files and is identified as Exhibit 6.

STATE HOUSING AUTHORITY - PERMANENT FINANCING OF LORIS PROJECT -

Upon a motion by Mr. Patterson, seconded by Senator Dennis, the Budget and Control Board adopted a resolution granting approval to the issuance of \$506,900 South Carolina State Housing Authority Housing Development Note, Series 1979 A and the \$33,100 Note, Series 1979 B by the State Housing Authority in order to finance the cost of the acquisition and construction of a rental project located in the Town of Loris in Horry County.

Information relating to this matter has been retained in these files and is identified as Exhibit 7.

STATE HOUSING AUTHORITY - SALE OF PROJECTS - After agreeing without

objection to consider the matter at the present meeting, the Budget and Control Board, upon a motion by Mr. Morris, seconded by Mr. Patterson, adopted a resolution confirming and ratifying the sale by the State Housing Authority of a housing development in the City of Walterboro and further authorizing and approving the sale by the Authority of housing developments owned by it in Ridgeland, Loris and Cowpens.

Information relating to this matter has been retained in these files and is identified as Exhibit 8.

VOCATIONAL REHABILITATION DEPARTMENT - PROPOSED COMPUTER ACQUISITION -

Chairman E. Roy Stone, Jr., accompanied by Commissioner J. S. Dusenbury, staff members Tom Ringer and John Lockman, appeared before the Board to request permission to exercise the option of the Department of Highways and Public Transportation to purchase a model 370/145 computer with peripheral equipment prior to June 30, 1979 in order to take advantage of accrued values.

Mr. Stone indicated that this matter had surfaced at the Vocational Rehabilitation Board meeting on June 13 and that his Board had voted unanimously to ask him to appear before the Budget and Control Board with this request. Mr. Stone expressed the view that the Highway Department computer in question which is to be replaced will meet Vocational Rehabilitation Department needs on an interim basis and that the transaction could be accomplished with funds to be made available in next fiscal year. Mr. Stone and Mr. Ringer both emphasized the urgency of acting before June 30 in order to take advantage of the accruals accumulated by the Highway Department and that the Vocational Rehabilitation Department has been seeking relief from its present computer situation for some time.

Colonel Charles Burr indicated that he understands VR's need for greater processing capability but he expressed the view that the \$165,000 still due on the Highway Department computer is more than it is presently worth. Colonel Burr further indicated that this computer is now two models back and that in the not too distant future replacement parts and software support will become increasingly difficult to secure. He further expressed the view that a used 145 computer can be purchased on the open market for less than the balance

due on the Highway Department computer. Colonel Burr concluded by indicating that his initial reaction to the proposal is that he recognizes that the Vocational Rehabilitation Department needs relief but that his preference is to invite bids to secure a new system rather than obtain the Highway Department computer.

Mr. Ringer expressed the position that the VR Department could get relief in the short term by pursuing the Highway Department possibility.

Executive Director Putnam raised the question of complying with the State's bid law in that it would be necessary for VR to sign a purchase order in order to receive credit for the accruals involved and because the computer is not State-owned. Mr. Putnam strongly recommended that an Attorney General's opinion be secured prior to taking any formal action on this matter.

Chairman Stone indicated that he does not care where additional computer capability comes from but he did emphasize a desire for securing equipment which is compatible with that presently used by his Department.

A discussion of the functional group approach to computer services ensued in which Colonel Burr expressed the view that it is unlikely that the overall cost to VR would be less under that arrangement than at present and that it would take between nine months and a year to get an appropriate machine installed.

Following this discussion, the Board without objection received the Vocational Rehabilitation request as information and asked Colonel Burr to immediately examine the proposal in conjunction with representatives of that agency. Mr. Putnam indicated that he would pursue the matter immediately with the Attorney General's Office and advise the Board accordingly.

Information relating to this matter has been retained in these files and is identified as Exhibit 9.

GRANTS AND CONTRACTS SUBCOMMITTEE - GRANT AND CONTRACT REQUESTS -

A Subcommittee package including 47 projects involving \$5,254,036 of federal funds, \$884,547 of State funds and \$661,620 of other funds for a total of \$6,800,203 was presented for Board consideration. Executive Director Putnam called the Board's attention to requests numbers 9, 13, 31, 32, 40 and 42, all of which involve amounts greater than those shown in the agencies' budget requests. Mr. Putnam recommended that the requests be approved conditionally by the Board subject to subsequent approval of grant funds above the amounts indicated in the budget.

Following a brief discussion, upon a motion by Mr. Morris, seconded by Mr. Patterson, the Budget and Control Board approved the recommendations of the Subcommittee on the program applications involved in the requests presented on the condition that any funds received which are above the amounts appropriated or authorized be approved at a later date.

Grants Services Administrator George Oliver advised the Board that the Joint Appropriations Review Committee did not approve seven new positions involved in four requests of the University of South Carolina previously approved by the Board. The Budget and Control Board received Mr. Oliver's report as information.

Information relating to this matter has been retained in these files and is identified as Exhibit 10.

STATE PERSONNEL DIVISION - \$500 SALARY DIFFERENTIAL DELEGATION -

Upon a motion by Mr. Morris, seconded by Senator Dennis, the Budget and Control Board delegated to the State Personnel Division authority to approve the salaries resulting from general pay increases authorized in 1979-80 for personnel already on board and whose salaries already exceed the salary of the head of the agency in which they are employed less \$500.

STATE PERSONNEL DIVISION - OVERTIME RULES SUSPENSION EXTENSION -

Upon a motion by Mr. Patterson, seconded by Senator Dennis, the suspension of personnel rules governing overtime in State government, now suspended through the current month, was extended through December 31, 1979.

EXECUTIVE DIRECTOR - REPORT ON FRANCIS MARION PRESIDENT'S HOUSE

PROJECT - Executive Director Putnam formally advised the Board that the House-Senate Capital Improvement Bond Review Committee, by a majority vote, had agreed to recommend to the Board that the project to build a house on campus for the president of Francis Marion College be disapproved in light of other needs of the College for educational facilities.

Following a brief discussion, upon a motion by Senator Dennis, seconded by Mr. Morris, the Budget and Control Board reconsidered its previous action approving the referenced project and, after receiving the Bond Review Committee's report, disapproved the project.

Information relating to this matter has been retained in these files and is identified as Exhibit 11.

RESIDENTIAL HOME BUILDERS COMMISSION - FUNDS TRANSFER REQUEST - Upon

a motion by Mr. Patterson, seconded by Mr. Morris, the Board approved a request by the Residential Home Builders Commission for authorization to transfer \$3,275 from classified positions and \$500 from overtime/shift differential to contractual services to cover unanticipated costs associated with investigations and hearings.

Information relating to this matter has been retained in these files and is identified as Exhibit 12.

SUPREME COURT - PAYMENT OF PRIOR YEAR EXPENSE - Executive Director

Putnam advised that the Supreme Court has requested Board authorization to reimburse Attorney Robert L. Kilgo, Jr., \$731.55 for expenses incurred in a Darlington case but which had not been paid because of an error by the Clerk of the Court.

Following a brief discussion, upon a motion by Senator Dennis, seconded by Mr. Morris, the Budget and Control Board approved the payment by the Supreme Court of the referenced expense.

Information relating to this matter has been retained in these files and is identified as Exhibit 13.

DEPARTMENT OF CORRECTIONS - USE OF BOND FUNDS - Upon a motion by Mr. Morris, seconded by Mr. Patterson, the Board authorized Commissioner William D. Leeke to use \$50,270 of capital improvement bond funds to finance the cost of a security fence and guardhouse for the Women's Center.

Information relating to this matter has been retained in these files and is identified as Exhibit 14.

EXECUTIVE DIRECTOR'S OFFICE - REVENUE BOND PETITION PROCEDURES - Upon a motion by Mr. Patterson, seconded by Representative Mangum, the Board approved a procedures memorandum which outlined the information to be submitted to the Board in support of county petitions to issue industrial, pollution control or hospital revenue bonds and the steps involved in the processing of such petitions.

Information relating to this matter has been retained in these files and is identified as Exhibit 15.

EXECUTIVE DIRECTOR'S OFFICE - CIVIL CONTINGENT FUND POLICIES - Executive Director Putnam advised that the policies proposed for adoption are intended to make formal policies previously developed by the Board covering the payment of committee expenses from the Civil Contingent Fund. He indicated that this policy gives the unanimous approval of the Board to routine expenses of committees and encumbers a certain amount of funds to cover these expenses.

Following a brief discussion, upon a motion by Mr. Patterson, seconded by Mr. Morris, the Board adopted the referenced policies as presented by

Executive Director Putnam.

Information relating to this matter has been retained in these files and is identified as Exhibit 16.

BUDGET AND CONTROL BOARD - FUTURE MEETING - The Budget and Control Board without objection agreed to meet on Thursday, July 12, 1979 at 9:30 a.m. in the Governor's conference room for regular business purposes. The Board also agreed to meet on August 16 and 17 with staffs of the several Board divisions at Wampee.

EXECUTIVE SESSION - Executive Director Putnam announced that two appeals of Retirement System decisions, one proposed property acquisition matter, one grievance case and one committee appointment had been proposed for consideration in executive session.

[Secretary's Note: Governor Riley excused himself from the meeting at this point and Mr. Patterson assumed the chair.]

One contractual matter and one additional property acquisition matter were added to the executive session agenda and, upon a motion by Mr. Morris, seconded by Senator Dennis, the Board agreed to consider these matters in executive session whereupon Mr. Patterson declared the meeting to be in executive session.

RATIFICATION OF EXECUTIVE SESSION ACTIONS - Following the Board's consideration of executive session items, the meeting was opened and without objection the following actions taken by the Board in executive session were ratified:

- (1) Took under advisement an appeal of a Retirement System decision;
- (2) Allowed an appeal of Mrs. Frances L. Padgett in a Retirement System case on the condition that Mrs. Padgett make certain payments to the System;
- (3) Authorized South Carolina State College to acquire certain property subject to review of the project by the Bond Review

Committee and on the condition that Board staff examine the property and exhaust any possibility for using an existing structure;

- (4) Authorized the Adjutant General's Office to negotiate for the acquisition of certain properties;
- (5) Received as information a report on a possible property acquisition;
- (6) After reviewing the record, received as information the findings and decision of the State Employee Grievance Committee in a case involving the Department of Mental Health; and
- (7) Reappointed Mr. Leroy Mosely to the State Employee Grievance Committee for a three-year term beginning July 1, 1979.

The meeting was adjourned at 12:25 p.m.

[Secretary's Note: In compliance with Section 9 of Act 593 of 1978 (the Freedom of Information Act), public notice of and the agenda for this meeting were posted on bulletin boards in the office of the Governor's Press Secretary in the State House and near the Board Secretary's office in the Wade Hampton Building on June 22, 1979.]

EXHIBIT

STATE BUDGET AND CONTROL BOARD

JUN 26 1979 NO. 01

MEETING OF June 26, 1979

STATE BUDGET & CONTROL BOARD

Agency: Various

Subject: Consultant Services Contracts
(See attachment for details)

Board Action Requested:

Approve

Staff Comment:

Attachments:

Summary plus attachments

CONSULTANT SERVICE CONTRACTS - \$10,000 AND OVER

AGENCY/CONSULTANT	MAXIMUM DOLLARS	SOURCE OF FUNDS	TIME PERIOD	PURPOSE
1. DEPARTMENT OF CORRECTIONS Glenn L. Isaac Spartanburg, SC	\$20,000 per year; \$45,000 maximum	50% State Bond funds; 50% Architects & Engineers	7/2/79 - 11/1/80	To serve as the resident engineer for Oaklawn and Dutchman facilities (as a replacement for William R. Kennett approved by the Budget and Control Board on January 25, 1979)
2. EMPLOYMENT SECURITY COMMISSION Program Resources, Inc. Rockwell, Maryland	\$63,000	100% Federal	7/1/79 - 12/31/80	To conduct a research project awarded to South Carolina by the national occupational information coordinating committee to enhance the development of the occupational information system. To conduct a post-completion survey of vocational education students completing programs in May-June, 1979. To conduct a pre-completion survey of vocational education students expected to complete programs in May-June, 1980. To conduct a post-completion survey of vocational education students completing programs in May-June 1980. To prepare a final report describing the research project and results.
3. DEPARTMENT OF HIGHWAYS & PUBLIC TRANS. Enwright Associates, Inc. Greenville & Columbia, SC	\$17,715	State and Federal	Phase A, 30 calendar days; Phase B, 75 calendar days; Phase C, 60 calendar days after the completion of Phase B	To provide engineering services for the rating, design and preparation of plans for three bridge widening projects on interstate route I-26 in Newberry, Orangeburg and Dorchester Counties.
4. STATE REORGANIZATION COMMISSION Edwin A. Levine Lamont, Florida	\$165.90 per day; \$36,500 maximum	100% State	7/1/79 - 5/6/80	To serve as the State Manager/Consultant for the S. C. Human Services Demonstration Project

STATE AUDITOR'S OFFICE

JUN 20 1979

REPORT ON CONSULTANTS

Name of State Agency: SOUTH CAROLINA DEPARTMENT OF CORRECTIONS (DIVISION OF CONSTRUCTION)
Date of Report: JUNE 18, 1979 Prepared by: Nelson W. Meek NELSON W. MEEK, CONSTRUCTION MANAGER
Name of Consultant or Firm: GLENN L. ISAAC
Address of Consultant or Firm: ROUTE # 4 BOX 157, SPARTANBURG, SOUTH CAROLINA 29302
Terms of Consultant Contract:
Beginning Date: JULY 2, 1979 Ending Date NOVEMBER 1, 1980
Rate of Pay: \$ 20,000.00 per year; Maximum under this contract: \$ 45,000.00
S.C.D.C. CAPITAL WILBUR SMITH & ASSOCIATES HELLMUTH, OBATA, &
Source of Funds: IMPROVEMENT FUNDS 50%; ARCHITECTS & ENG. (25%); KASSABAUM, INC. (25%).

Purpose or Goal of Consultant:

RESIDENT ENGINEER FOR OAKLAWN AND DUTCHMAN FACILITIES, NORMAL WORK WEEK 40 HOURS,
OVERTIME AS REQUIRED.

RECEIVED
JUN 20 1979
S. C. BUDGET AND
CONTROL BOARD

Was this Individual or Firm Selected through the Submission of Bids or Proposals?

Yes _____ No X

If yes, How many Bids or Proposals were Received? _____

* PLUS MILEAGE BETWEEN PROJECTS.

Please void the Consultants Report dated December 20, 1978, on William R. Kennett,
as he was unable to take the job due to health reasons.

STATE AUDITOR'S OFFICE

REPORT ON CONSULTANTS

JUN 20 1979

Name of State Agency: SOUTH CAROLINA DEPARTMENT OF CORRECTIONS (DIVISION OF CONSTRUCTION)Date of Report: JUNE 18, 1979 Prepared by: NELSON W. MEEK, CONSTRUCTION MANAGERName of Consultant or Firm: GLENN L. ISAACAddress of Consultant or Firm: ROUTE # 4 BOX 157, SPARTANBURG, SOUTH CAROLINA 29302

Terms of Consultant Contract:

Beginning Date: JULY 2, 1979 Ending Date: NOVEMBER 1, 1980Rate of Pay: \$ 20,000.00 per year; Maximum under this contract: \$ 45,000.00Source of Funds: S.C.D.C. CAPITAL WILBUR SMITH & ASSOCIATES HELLMUTH, OBATA, &
IMPROVEMENT FUNDS (50%); ARCHITECTS & ENG. (25%); KASSABAUM, INC. (25%).

Purpose or Goal of Consultant:

RESIDENT ENGINEER FOR OAKLAWN AND DUTCHMAN FACILITIES, NORMAL WORK WEEK 40 HOURS,
OVERTIME AS REQUIRED.

RECEIVED

JUN 20 1979

S. C. BUDGET AND
CONTROL BOARD

Was this Individual or Firm Selected through the Submission of Bids or Proposals?

Yes _____ No X

If yes, How many Bids or Proposals were Received? _____

* PLUS MILEAGE BETWEEN PROJECTS.

1/25/79

Please void the Consultants Report dated December 20, 1978, on William R. Kennett,
as he was unable to take the job due to health reasons.
$$\frac{45,000}{22 \text{ months}} \times 16 \text{ months} = \$32,727$$

STATE AUDITOR'S OFFICE

JUN 08 1979

REPORT ON CONSULTANTSName of State Agency: South Carolina Employment Security CommissionDate of Report: 5-15-79 Prepared by: Carol J. KososkiName of Consultant or Firm: Program Resources, Inc.Address of Consultant or Firm: 12000 Old Georgetown Rd., Suite N1009
Rockville, Md. 20852

Terms of Consultant Contract:

Beginning Date: July 1, 1979 Ending Date December 31, 1980Rate of Pay: \$ 4,000.00 per month; Maximum under this contract: \$ 63,000.00
\$4,000.00 per month for 12 months and payment of \$15,000.00 upon delivery of final research
report
Source of Funds: Federal (100%); (%); (%).

Purpose or Goal of Consultant:

To conduct a research project awarded to South Carolina by the National Occupational Information Coordinating Committee to enhance the development of the Occupational Information System.

To conduct a post-completion survey of vocational education students completing programs in May-June, 1979.

- To conduct a pre-completion survey of vocational education students expected to complete programs in May-June, 1980.

To conduct a post-completion survey of vocational education students completing programs in May-June, 1980.

To prepare a final report describing the research project and results.

Was this Individual or Firm Selected through the Submission of Bids or Proposals?

Yes X No If yes, How many Bids or Proposals were Received? Six

CONTRACT FOR SERVICES

THIS CONTRACT, entered into on the 1st day of July, 1979, by the South Carolina Employment Security Commission (hereinafter referred to as the Commission) and Program Resources, Inc., a corporation organized and existing under the laws of the State of Maryland (hereinafter referred to as the Contractor), WITNESSETH THAT:

WHEREAS, the accomplishment of the work and services hereinafter described, in the manner contemplated herein is authorized by law; and

WHEREAS, the Commission has been awarded a special purpose grant by the National Occupational Information Coordinating Committee (NOICC) to conduct an occupational based survey of vocational education students (pre- and post-completion); and

WHEREAS, the grant permits certain portions of the work to be performed by a NOICC and Commission designated subcontractor; and

WHEREAS, the Contractor specializes in managing, processing, and analyzing labor market information and, in particular, occupational information; and

WHEREAS, Program Resources, Inc. has been duly selected in a competitive procurement as the designated subcontractor; and

WHEREAS, it is in the best interest of the Commission to obtain the assistance of the Contractor's organization in connection with said professional services

NOW THEREFORE, the parties hereto do mutually agree as follows:

Both the Commission and the Contractor will appoint an authorized representative to facilitate the work delineated in the following sections.

SECTION I. CHARACTER AND EXTENT OF SERVICES

Professional services shall comprise 5 tasks and shall be completed within twenty months after the effective date of the contract. Each task shall culminate in a deliverable to be presented to the Commission's representative. The schedule for the completion of deliverables is as follows:

<u>Task</u>	<u>Contract Deliverable</u>	<u>Due Date</u>	<u>Copies</u>
1	Research Design and Project Methodology	2 months after contract date	10
2	Post-Completion Survey Findings	6 months from contract date	15
3	Pre-Completion Survey Findings	10 months from contract date	15
4	Second Post-Completion Survey Findings	17 months from contract date	15

<u>Task</u>	<u>Contract Deliverable</u>	<u>Due Date</u>	<u>Copies</u>
5	Final Research Report	18 months from contract date	100
--	Quarterly Progress Reports	End of each quarter	3
--	Final Progress Report	End of the contract	3

In consideration that Contractor's professional services are part of a broader effort by the Commission to contribute to the development of an Occupational Information System (OIS), the Contractor shall maintain a close working relationship and frequent communication with the Commission's authorized representative. Specifically, the Contractor shall inform the Commission's representative orally of progress at least biweekly and shall provide to the Commission's representative copies of draft and final documents prepared in compliance with the schedule of deliverables. The Commission's representative shall participate in the final review of all deliverables prior to printing and dissemination.

(1) TASK 1--Develop A Research Design For The Project and Establish The Research Questions To Be Explored Through The Survey Process

The first task of the project will be to establish the research questions that will be explored through the pre- and post-completion surveys of vocational education students. To accomplish this a research design for the project must be established and a methodology for conducting the study must be delineated. During this task the following activities will be performed:

- . Research questions and hypotheses will be established for the project
- . An appropriate research design to satisfactorily test the research questions/hypotheses will be developed
- . The methodology and schedule for the remainder of project activities will be finalized

The end result of this task will be a deliverable that establishes the research design and project methodology.

(2) TASK 2--Conduct A Post-Completion Survey Of Vocational Education Students Completing Programs In May-June, 1979

This survey will be a follow-up survey of vocational education students who have completed programs as of May or June of 1979. These are several activities to be performed by the Contractor in conjunction with this task:

- . Develop a teacher-based survey instrument for determining the status of vocational education students post-completion
- . Develop a student-based survey instrument for determining the status of vocational education students post-completion
- . Determine the occupational coding structure most appropriate for categorizing employment status (e.g., DOT, OES, or SOC)

- . Conduct a pilot test of the survey instruments on a sample of teachers and students
- . Revise both survey instruments as necessary
- . Implement the post-completion survey program in one of the ten planning districts in South Carolina
- . Tabulate and analyze the survey data including a comparison between the data obtained from the students and the data obtained from the teachers
- . Prepare a summary report of the post-completion survey findings including an analysis of research hypotheses proved or disproved

The summary report for this task will be incorporated into the final report of the project.

(3) TASK 3--Conduct A Pre-Completion Survey Of Vocational Education Students Expected To Complete Programs In May-June, 1980

This survey will be utilized to determine the occupational or other pre-completion expectations of vocational education students. Inherent in this survey structure will be an attempt to empirically validate the cross-code relationships presented in "Vocational Preparation and Occupations." The survey instruments will be designed to determine the various potential occupational opportunities that students foresee for themselves. The activities associated with this task include:

- . Develop a teacher-based and student-based survey instrument for determining the employment or continued training expectations of vocational students
- . Conduct a pilot test of the survey instruments on a sample of teachers and students
- . Revise both survey instruments as necessary
- . Implement the pre-completion survey program in one of the ten planning districts in South Carolina
- . Prepare a summary report of the pre-completion survey

The results of the pre-completion survey will be used in conjunction with data collected from the next task to analyze pre-completion expectations with post-completion placements.

(4) TASK 4--Conduct A Post-Completion Survey Of Vocational Education Students Completing Programs In May-June, 1980

The purpose of this survey will be to collect information on the same sample of students that were included in the pre-completion survey process. The information collected from this survey will permit an analysis of pre-completion

expectations with post-completion results. Individual student records will be maintained through the pre- and post-completion survey efforts, but will only be used for analytical purposes. The activities associated with this task are similar to the activities described under Task 2.

(5) TASK 5--Prepare A Final Report Describing The Research Project And Results

This task will result in the end product of the three individual surveys and will present the findings of the project in relation to the research questions and hypotheses originally established. The final report will contain an analysis of the following areas:

- . A comparison between students' and teachers' occupational expectations and actual placement results
- . The costs and benefits of teacher-based vs. student-based surveys
- . The empirical validity of the current cross-code relationships
- . A procedure for incorporating survey supply data into South Carolina's supply/demand analysis

(6) --Submit Quarterly Progress Reports

The Contractor shall submit to the Commission's representative a final project progress report detailing all activities performed in providing the contract services. The quarterly reports shall be presented to the Commission's representative within ten working days of the close of each calendar quarter.

(7) --Submit A Final Progress Report

The contractor shall submit to the Commission's representative quarterly progress reports detailing all activities performed in providing the contract services. The final progress report shall be presented to the Commission's representative at the conclusion of all contract activities.

SECTION II. SPECIAL PROVISIONS

The Contractor agrees to conform to special provisions outlined below for carrying out rules and regulations related to responsibilities of contractors performing services through expenditure of Federal funds.

A. Mandatory Listing--Contractor And Subcontractor Requirements

- (1) As provided by Executive Order # 11598 of the President of the United States, the Contractor agrees that all employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall, to the maximum extent feasible, be offered for listing at an appropriate local office of the South Carolina Job Service system wherein the opening occurs and

to provide such periodic reports to such local office regarding employment openings and hires as may be required; Provided, that this provision shall not apply to openings which the Contractor fills from within the Contractor's organization or are filled pursuant to a customary and traditional employer-union hiring arrangement and that the listing of employment openings shall involve only the normal obligations which attach to the placing of job order.

(2) The Contractor further agrees to place the above provisions in any subcontract directly under this contract, if that subcontract amounts to or exceeds \$2,500.

B. Affirmative Action

The Contractor agrees to prepare, with technical assistance, an affirmative action plan to insure equal employment opportunity in hiring and promotion. He further agrees to post said plan in a conspicuous place in his business establishment. Said plan is to be completed no later than 30 days following execution of this contract.

C. Utilization Of Minority Business Enterprises

(1) It is the policy of the Commission that minority business enterprises shall have maximum practicable opportunity to participate in the performance of Government contracts.

(2) The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members, or in the case of publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American Indians, American Eskimos, and American Aleuts. The Contractor may rely on written representation by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

SECTION III. PERIOD OF PERFORMANCE

The period of this contract shall be from July 1, 1979 to February 28, 1981.

SECTION IV. COMPENSATION

The Contractor shall provide the assistance described in Section I for a fixed price of \$63,000. Invoices shall be submitted monthly in the amount of \$4,000 for each of the first twelve months of the contract. The remaining \$15,000 will be invoiced upon delivery of the final research report of the project.

The original and two copies of each invoice shall be forwarded to:

South Carolina Occupational Information
Coordinating Committee
1550 Gadsden Street
Columbia, South Carolina 29202

Attention: Carol Kososki

SECTION V. COMMISSION'S AUTHORIZED REPRESENTATIVE

The Commission's authorized representative shall be Carol Kososki, who is hereby authorized to act as technical director for the Commission and is empowered to review and approve the services furnished by the Contractor, as well as invoices, in compliance with the contract, but is not authorized to change any of the terms and conditions of this contract.

SECTION VI. STANDARDS OF WORK

The Contractor agrees that the performance of work and services, pursuant to the requirements of this contract, shall conform to high professional standards.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

SECTION VII. PROVISIO

This agreement is contingent upon approval by the S.C. State Budget & Control Board.

EXECUTIVE DIRECTOR--SOUTH CAROLINA
EMPLOYMENT SECURITY COMMISSION

By Robert E. David
Robert E. David

PROGRAM RESOURCES, INC.

By Richard J. White
Richard J. White, President



SOUTH CAROLINA

DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION

P.O. BOX 191
COLUMBIA, S.C. 29202

June 7, 1979

Consultant Agreement with Enwright Associates, Inc. for the Rating, Design
and Preparation of Plans for Three (3) Bridge Widening Projects on
Interstate Route I-26 in Newberry, Orangeburg and Dorchester Counties

State Auditor
P. O. Box 11333
Columbia, S. C. 29211

Dear Sir:

The Department has interviewed four (4) consulting engineering firms for the above described work. Solicitation was accomplished by public advertisement in newspapers within South Carolina. Proof of newspaper publication is attached.

As a result of our solicitation, nine (9) firms responded expressing an interest in performing the required work for the Department. Of these firms, four (4) were selected for interviews and are as follows in order of preference:

1. Enwright Associates
2. Fellers & Associates/Blauvelt Engineering Co.
3. Ralph Whitehead and Associates
4. Century Southern/Modjeski and Masters

As a result of the interviews and further review of qualifications and ability to perform the work required, the firm of Enwright Associates, Inc. of Greenville and Columbia, S. C. was selected to submit a proposal. Such proposal in the amount of \$17,715 was submitted and is attached as Appendix 'A' to the proposed agreement, one copy of which is attached.

Please be advised that in selecting the firms to be interviewed, consideration was given to the amount of projects the firms have had with the State within the past two (2) years. Attached is a list of all firms responding to our solicitation. A listing of all engineering contracts entered into by the Department within the last three (3) years is also attached along with a list of projects contracted in South Carolina within the past two (2) years by Enwright Associates, Inc.

State Auditor
Consultant Agreement with
Enwright Associates, Inc.

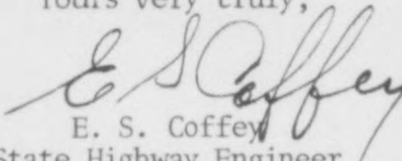
-2-

June 7, 1979

Your concurrence in the Department's selection of the firm of Enwright Associates, Inc. to perform the work outlined in the proposed agreement is requested. You will note that the agreement has been signed by Departmental officials. However, it is also realized that such agreement will not go into effect until approved by the State Budget and Control Board. The agreement will be dated with the date of Federal Highway Administration approval which has been requested.

If additional information is required, please advise. Your immediate attention to this matter would be greatly appreciated as the Department is anxious to proceed with preparation of plans for these projects by the consultant.

Yours very truly,


E. S. Coffey
State Highway Engineer

Attachments

THE GREENVILLE NEWS—PIEDMONT COMPANY

POST OFFICE BOX 1688

GREENVILLE, SOUTH CAROLINA 29602

AFFIDAVIT

Allen Dedwyler, being duly sworn, says that he is the legal ad-

vertising representative of { THE GREENVILLE NEWS a
~~GREENVILLE PIEDMONT~~

newspaper printed and published in the City of Greenville, in

the State of South Carolina. That the attached advertisement

appearing in 2 $\frac{1}{2}$ inches in the issue

of November 3, 1978

Allen Dedwyler

Sworn to and subscribed before me

this 3rd day of November 19 78

Robert P. Huff Total Due \$
Notary Public for State of S. C.

GNP-81016-R-12-77

Notice
To All Consulting Firms: The South Carolina Department of Highways and Public Transportation requests letters of interest from consulting engineering firms experienced in highway bridge design for the purpose of preparing preliminary and final bridge widening plans for Route 126 and Route 185 bridges in South Carolina.
Consulting firms interested in being considered for any or all of these bridge widening projects should submit letters of interest and also a current resume of qualifications unless such is presently on file with the Department to Mr. E. S. Coffey, State Highway Engineer, South Carolina Department of Highways and Public Transportation, P.O. Box 191, Columbia, South Carolina 29202 no later than November 30, 1978. Firms submitting a resume of qualifications shall include a list of all contracts, including construction contracts, the firm has executed on State work in the past two years. 198139

COLUMBIA NEWSPAPERS, INC.

Columbia, South Carolina

Publishers of

The State

Mornings and Sunday

AND

The Columbia Record

Evenings except Sunday

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Personally appeared before me Georgia R. Campbell

of THE STATE, and makes oath that the advertisement,

Notice - To All Consulting Firms -RTs I-26 - I - 85

Bridges

P.O. 7199

a clipping of which is attached hereto, was printed in THE STATE,
a daily newspaper of general circulation published in the City
of Columbia, State and County aforesaid, in the issues of

NOTICE

TO ALL CONSULTING FIRMS:
The South Carolina Department of
Highways and Public Transportation
requests letters of interest
from consulting engineering firms
experienced in highway bridge de-
sign for the purpose of preparing
preliminary and final bridge
widening plans for several Route
126 and Route 145 bridges in South
Carolina.

Consulting firms interested in
being considered for any or all of
these bridge widening projects
should submit letters of interest
and also a current resume of quali-
fications, unless such is presently
on file with the Department to Mr.
S. S. Coffey, State Highway Engi-
neer, South Carolina Department
of Highways and Public Transpor-
tation, P.O. Box 191, Columbia,
South Carolina 29201 no later than
November 30, 1978. Firms submit-
ting a resume of qualifications
shall include a list of all contracts,
including construction costs. The
firm has executed on State work in
the past two years.

Subscribed and sworn to before me

this 17th day of Nov. 1978.

Notary Public

☒ The News and Courier

☐ CHARLESTON EVENING POST

State of South Carolina

County of Charleston

Personally appeared before me

the undersigned advertising Clerk of the
above indicated newspaper(s), published
in the City of Charleston, County and
State aforesaid, who, being duly sworn,
says that the advertisement of

(copy attached)

appeared in the issues of said newspaper(s)

on the following day(s):

NOV. 1, 1978

at a cost of \$ 16.00
Acct. #72754

Subscribed and sworn to

before me this 17th day

of NOV.

A.D. 1978

NOTICE
TO ALL CONSULTING FIRMS:
The South Carolina Department
of Highways and Public Trans-
portation requests letters of in-
terest from consulting
engineering firms experienced in
highway bridge design for the
purpose of preparing prelimi-
nary and final bridge widening
plans for several Route 1-26 and
Route 1-85 bridges in South Car-
olina.
Consulting firms interested in
being considered for any or all of
these bridge widening projects
should submit letters of interest
and also a current resume of
qualifications, unless such is
presently on file with the Depart-
ment to Mr. E. S. Coffey, State
Highway Engineer, South Caroli-
na Department of Highways and
Public Transportation, P. O. Box
191, Columbia, South Carolina
29202 no later than November 30,
1978. Firms submitting a resume
of qualifications shall include a
list of all contracts, including
construction costs, the firm has
executed on State work in the
past two years.

Deborah W. Kelly
NOTARY PUBLIC, S.C.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires September 9, 1984

LIST OF STATE CONTRACTS

Work performed for State Agencies during last two years:

<u>AGENCY</u>	<u>PROJECT</u>	<u>CONSTRUCTION COST</u>
Clemson University	Addition to Memorial Stadium (Contract assumed in January, 1978)	\$ 4,000,000

Erwinight Associates, Inc.

JRC

<u>CONSULTING FIRM</u>	<u>TYPE OF WORK</u>	<u>AGREEMENT DATE</u>	<u>CONSULTANT FEE</u>	<u>CONSTR.COST</u>
Wilbur Smith & Associates Columbia, S. C.	Engr. & Br. Design	Dec. 3, 1976		\$ 46,000,000
	James Island Expressway			
	Phase #1		\$ 245,000	
	Phase #2		215,000	
	Phase #3		612,557	
	Engr. & Br. Design	April 5, 1978	\$ 53,244	\$ 968,000
	Gr. Sep. Projects			
	Golden Strip Freeway	(Supplemental	18,774	
	Greenville County	Agreement dated		
	Columbia Area Signal System			

<u>CONSULTING FIRM</u>	<u>TYPE OF WORK</u>	<u>AGREEMENT DATE</u>	<u>CONSULTANT FEE</u>	<u>CONSTR. COST</u>
Hensley-Schmidt Atlanta, Ga.	Engr. & Br. Des. 2 Gr. Sep. Structures Golden Strip Freeway	Oct. 6, 1977	\$ 70,819.00	\$ 1,264,000
	1 Br. over Broad River	Jan. 30, 1978	72,238.00	2,000,000
Hensley-Schmidt & Leon Campbell & Assoc.	I-26 & I-126 Phase No. 1 Phase No. 2 Phase No. 3 Phase No. 4	May 24, 1979	503,283.00 241,802.00 1,098,934.00 1,069,821.00	35,000,000

<u>CONSULTING FIRM</u>	<u>TYPE OF WORK</u>	<u>AGREEMENT DATE</u>	<u>CONSULTANT FEE</u>	<u>CONSTR. COST.</u>
Patchen, Mingledorff and Associates Augusta, Ga.	Engr - Br. Design 9 Gr. Sep. Structures I-77 - Richland Co.	April 30, 1974	\$ 89,800	\$ 1,975,000
	2 Gr. Sep. Structures I-77 - Fairfield Co.	April 21, 1977	45,066	795,000

<u>CONSULTING FIRM</u>	<u>TYPE OF WORK</u>	<u>AGREEMENT DATE</u>	<u>CONSULTANT FEE</u>	<u>CONSTR. COST.</u>
Howard, Needles, Tammen & Bergendorff Atlanta, Ga.	Engr. Br. Design 3 Gr. Sep. Structures Golden Strip Freeway	Oct. 6, 1977	\$ 107,954.00	\$ 2,612,000
	Indepth Inspection Grace Memorial Bridge Charleston	Sept. 12, 1978	\$ 338,570.00	

<u>CONSULTING FIRM</u>	<u>TYPE OF WORK</u>	<u>AGREEMENT DATE</u>	<u>CONSULTANT FEE</u>	<u>CONSTR. COST.</u>
Ralph Whitehead & Assoc. Charlotte, N. C.	Engr. Br. Design RR underpass structures Golden Strip Freeway and S. C. Rt. 146	Feb. 2, 1978	\$ 65,748.00	\$ 1,920,000

<u>CONSULTING FIRM</u>	<u>TYPE OF WORK</u>	<u>AGREEMENT DATE</u>	<u>CONSULTANT FILE</u>	<u>CONSTR. COST.</u>
Rummel, Klepper & Kahl	Engr. - Br.Design 10 Gr Sep Structures I-77 - Richland Co.	April 30, 1974	\$ 156,490	\$ 3,015,000
	2 Gr. Sep. Structures I-77 -	April 6, 1977	39,204	809,000

<u>CONSULTING FIRM</u>	<u>TYPE OF WORK</u>	<u>AGREEMENT DATE</u>	<u>CONSULTANT FEE</u>	<u>CONSTR. COST</u>
Fellers & Associates & Blauvelt Engr. Co. Beaufort, S. C.	Engr. & Br. Design 3 Gr. Sep. Structures Golden Strip Freeway	Oct. 6, 1977	\$ 97,265.00	\$ 1,720,000

<u>CONSULTING FIRM</u>	<u>TYPE OF WORK</u>	<u>AGREEMENT DATE</u>	<u>CONSULTANT FEE</u>	<u>CONSTR. COST</u>
Davis & Floyd Engineers Greenwood, S. C.	Engr. & Br. Design 2 Overpasses over SCL - Golden Strip Freeway	Oct. 6, 1977	\$ 63,120.00	\$ 1,421,437

CONSULTING FIRM

Craig & Gaulden

TYPE OF WORKArchitectural - Bldg.
Des. - Constr. Engr.
Maint. & License Sales
Bldgs.-GreenvilleAGREEMENT DATE

Oct. 6, 1976

CONSULTANT FEECONSTR. COST

\$ 245,159.00

<u>CONSULTING FIRM</u>	<u>TYPE OF WORK</u>	<u>AGREEMENT DATE</u>	<u>CONSULTANT FEE</u>	<u>CONSTR. COST</u>
Coast Engineering Co. Norfolk, Va.	Engr. Design 2 Car Ferry - South Island	Dec. 30, 1977	\$ 1,950.00	
	Engr. - Feasibility Study - Sandy Island Ferry System	March 1, 1978	\$ 4,545.00	

CONSULTING FIRM

Herman Ray Bailey
Trussville, Alabama

TYPE OF WORK

Checking structural design
of overhead sign supports
I-26 - Charleston Co.

AGREEMENT DATE

Feb. 9. 1978

CONSULTANT FEE

\$ 2,000

CONSTR. COST.

CONSULTING FIRM

Barrett, Daffin & Figg
Tallahassee, Fla.

TYPE OF WORK

Environmental Study
Isle of Palms Connector

AGREEMENT DATE

4/5/78

CONSULTANT FEE

\$ 65,325.00

CONSTR. COST.

<u>CONSULTING FIRM</u>	<u>TYPE OF WORK</u>	<u>AGREEMENT DATE</u>	<u>CONSULTANT FEE</u>	<u>CONSTR. COST.</u>
Joel P. Leisch Evanston, Ill.	Technical assistance for development and presentation of Semi- nar Workshop	Dec. 1976	\$ 79,500	
Roy Jorgensen Assoc., Inc. Gaithersburg, Maryland	Develop self instruc- tional courses - Maint. Management	Jan. 31, 1977	\$ 26,300	

CONSULTING FIRMTYPE OF WORKAGREEMENT DATECONSULTANT FEECONSTR. COST

Archaeological
Research Assoc., Inc.
Valdosta, Ga.

Underwater Archaeological
Survey of S-26 Bridge
Replacement over
Ashepoo River.

Oct. 9, 1978

\$ 1,850.00

CONSULTING FIRM

Kucera & Associates, Inc.

TYPE OF WORKProvide aerial map-
ping services - I-85
Anderson CountyAGREEMENT DATE

May 31, 1978

CONSULTANT FEE

\$ 34,161

CONSTR. COST

CONSULTING FIRM

TYPE OF WORK

AGREEMENT DATE

CONSULTANT FEE

CONSTR. COST

Harland Bartholomew
& Associates
Raleigh, N. C. 27612

Reedy River - Greenville
County

AGREEMENT BETWEEN

Enwright Associates, Inc.

And

South Carolina Department of Highways
and Public Transportation

* * * * *

I. GENERAL RECITALS

THIS AGREEMENT AND CONTRACT, MADE AND ENTERED INTO THIS _____
day of _____, 19__, by and between Enwright Associates,
Inc., with principal offices at Greenville, S. C. and
Columbia, S. C., hereinafter designated the CONSULTANT,
and the South Carolina Department of Highways and Public Transportation,
Columbia, South Carolina, hereinafter designated the STATE.

WITNESSETH:

WHEREAS, the STATE desires to widen certain bridge structures
on those sections of the State Highway System designated as Interstate
Route I-26 and Interstate Route I-85 in several counties in South
Carolina, and:

WHEREAS, the STATE desires to employ the CONSULTANT to furnish
personnel and render professional engineering services for the use and
benefit of the STATE in the study and design of a portion of said bridge

structures as hereinafter more particularly described, and;

WHEREAS, Section 33-72 of the 1962 Code of Laws of the State of South Carolina authorizes the Department of Highways and Public Transportation to enter into agreements for such services;

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

The CONSULTANT will perform the required professional engineering services as hereinafter stated for those bridge projects described below:

II. DESCRIPTION OF PROJECTS

The bridge widenings covered by this Agreement are estimated by the STATE to cost \$1,225,000, and shall consist of the projects indicated in the list as follows:

<u>Item</u>	<u>County</u>	<u>Route</u>	<u>Crossing</u>	<u>Approximate Existing Length & Width</u>	<u>Improvement</u>
1.	Newberry	I-26	Twin Br's. over In- dian Creek	2 @ 210' x 28'	Widen to 39'-6" each
2.	Orangeburg	I-26	Twin Br's. over Cow Castle Creek	2 @ 210' x 28'	Widen to 39'-6" each
3.	Dorchester	I-26	Twin Br's. over Four Hole Swamp	2 @ 750' x 28'	Widen to 39'-6" each

III. SCOPE OF SERVICES

The services to be performed by the CONSULTANT on each heretofore described bridge project shall consist of three distinct phases as follows:

Phase A - Preliminary Design

Utilizing final plans for the existing bridges and such new survey data as may be necessary which shall be furnished by the STATE, the CONSULTANT will develop preliminary bridge widening plans in suitable and acceptable form for submittal and review by the STATE and the U. S. Department of Transportation, Federal Highway Administration (FHWA). Roadway design, i.e., approaches, access roads, and/or main line roadways, shall not be a part of the CONSULTANT'S work under this Agreement. No right-of-way work or plans will be prepared by the CONSULTANT except to note any changes in right-of-way limits required by the widened bridge design on the existing right-of-way plans for the project or projects.

In developing preliminary bridge widening plans, the CONSULTANT shall conform to the existing roadway alignments, profiles, and geometric designs prepared and furnished by the STATE. The preliminary drawings shall include plans, elevations, typical sections, and other pertinent physical features of the proposed widened structure. Types of substructure and superstructure will be in sufficient detail to provide a complete review. Preliminary plans shall also include recommended methods of handling highway traffic during construction. The preliminary plans to be furnished to the STATE as hereafter prescribed shall also consist of, but not be limited to, a title sheet showing location and description of

the project, bridge plan-profiles, and bridge typical sections.

Applicable criteria, such as horizontal and vertical clearances, roadway dimensions and structural design, shall be included, along with preliminary estimates of quantities and costs. The STATE, upon request, will furnish unit cost data for similar type structures as may be available.

Upon completion of the preliminary plans, the CONSULTANT shall submit 3 sets of full-size white prints to the STATE for review. After initial review, the STATE shall return one set of plans to the CONSULTANT marked up with desired changes, if any, for correction by the CONSULTANT. After revision, the CONSULTANT shall provide 3 sets of full-size white prints, as revised, for review by the Federal Highway Administration and also for obtaining borings, if borings are deemed necessary.

Comments received from the Federal Highway Administration resulting from its review of the preliminary plans will be forwarded to the CONSULTANT along with any further instructions by the STATE, if any. After further revisions, if any, the CONSULTANT shall provide the STATE 8 sets of full-size white prints of the preliminary plans for review by the owner of any railroad facilities that may be passed over or under by any of the bridge widening projects covered by this Agreement.

Phase B - Final Design

Upon review and subsequent modification, if any, resulting from a review of the preliminary plans by the STATE, the FHWA and the owner of any affected railroad facilities, the CONSULTANT will prepare detailed construction plans for widening each bridge structure in accordance with priorities established by the STATE.

Final plans shall be prepared in conformity with current practices of the STATE with regard to method of presentation, scales, billing of pay items, special drawings and summaries thereof. Standard Drawings of the STATE shall be made use of to the extent feasible and shall be furnished by the STATE, to be modified by the CONSULTANT to fit the particular needs of each project. The STATE'S "Standard Specifications for Highway Construction, 1973 Edition" and supplements thereto shall apply. The CONSULTANT shall prepare Special Provisions relating to items, work, materials or conditions not covered or not covered as described in the Standard Specifications. Plans will be prepared on Mylar film sheets to the size and standard markings of the STATE.

Upon completion of final plans, the CONSULTANT shall submit 3 complete sets of full-size white prints of the plans to the STATE for review. Four (4) additional sets will also be provided to the STATE for review by the owner of any affected railroad facilities. Following review and subsequent modification, if any, of plans by the CONSULTANT resulting from the aforementioned reviews the CONSULTANT shall complete the plans and furnish such to the STATE in suitable form for advertisement and construction. Upon request, the CONSULTANT will furnish the STATE a copy of the design calculations.

Following award of contracts and during construction, the CONSULTANT shall check the Contractor's shop drawings and specifications as may be required and in a timely manner.

Phase C - Ratings

The CONSULTANT will analyze each existing as-built structure

as well as the new widened portion to obtain both the Inventory Rating and Operating Rating for the widened bridge. The criteria to be followed in computing these ratings shall be based on AASHTO's Manual for Maintenance Inspection of Bridges, 1974, as revised by AASHTO's Interim Specifications of 1976 to its Standard Specifications for Highway Bridges. The CONSULTANT shall submit to the STATE a written report stating the ratings as well as a brief description on the procedure followed in obtaining such ratings. Upon request, the CONSULTANT will furnish the STATE a copy of the calculations used in obtaining the ratings.

IV. WORK TO BE DONE BY STATE

A. The STATE shall furnish the CONSULTANT prints of applicable existing bridge plans, existing roadway alignment and profile geometrics, and other pertinent data as may be available to the STATE on each bridge widening project.

B. Any bridge surveys deemed necessary shall be made and furnished by the STATE.

C. Borings and subsurface data shall be obtained and furnished by the STATE if such is deemed necessary. It is anticipated that data obtained from final as-built plans of the existing bridge will be sufficient to establish new foundation design criteria which will be made available to the CONSULTANT by the STATE.

D. Reproducible copies of standard drawings applicable to the bridge widening projects shall be furnished by the STATE for use as part of the final plans.

E. Direct supervision of construction will be performed by the STATE.

V. GENERAL PROVISIONS

The CONSULTANT shall at all times work closely with the designated representatives of the STATE and shall keep them fully advised as to the status of the work. The CONSULTANT will be present at all conferences, field inspections and other meetings, being represented by a responsible individual from the firm as requested by the STATE. Conferences or consultations may be called at any time by either party to this Agreement. The plans and work of the CONSULTANT will be available to the STATE and to the appropriate representatives of the FHWA for review at all times. Liaison will be conducted by the CONSULTANT through their office in Columbia, South Carolina.

The CONSULTANT shall conform to design standards and criteria based on the policies and guidelines of the American Association of State Highway and Transportation Officials and such modifications as may be directed by the STATE and the FHWA.

The CONSULTANT shall save harmless the STATE and other agencies of the Government from claims and liability due to negligent acts of himself, his subcontractors, agents or employees.

The CONSULTANT and his subcontractors shall keep and preserve all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and to make such materials available at their respective offices at reasonable times during the contract period and

for three years from the date of final payment under the contract, for inspection by the STATE, FHWA, or any authorized representative of the Federal Government and copies thereof shall be furnished if requested.

The CONSULTANT agrees to maintain his cost records in such manner as to comply with the policies set forth in the Federal-Aid Highway Program Manual, FHPM 1-7-2 dated October 21, 1974 "State Contract Administration" and also in Parts 1 - 15 of the Federal Procurement Regulations and other directives as appropriate.

The CONSULTANT shall not assign, sublet, or transfer any of the work, except as otherwise provided for under the terms of this contract or with written consent of the STATE. Such consent does not release or relieve the CONSULTANT, as principal, from any of his obligations and liabilities under the contract.

The CONSULTANT shall comply with all laws, ordinances and regulations, Federal, State and local, applicable to the work.

The CONSULTANT shall not employ the services of any person or persons now in the employment of the STATE, or who may be employed by the STATE during the time of this Agreement.

The CONSULTANT shall sign as approved plans, specifications and estimates prepared and delivered under the terms of this Agreement.

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage,

brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the STATE shall have the right to annul this contract without liability, or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

VI. CHANGES IN CONTRACT, TERMINATION
OR ABANDONMENT OF CONTRACT

The STATE may desire the CONSULTANT to render services for minor changes in connection with this project in addition to that provided for by the expressed intent of this Agreement. This will be considered as Extra Work, subject to an agreement change order, supplemental to this Agreement, setting forth the nature and scope thereof and the compensation therefor, as determined by mutual agreement between the STATE and the CONSULTANT. Work under such change order shall not proceed until approved and authorized by the Federal Highway Administration and the STATE.

The STATE shall have ownership of all work completed or partially completed in event of termination of the contract by the agency of Government or in case the CONSULTANT is not complying with its terms or the progress or quality of work is unsatisfactory. Appropriate adjustment in compensation for the work done shall be on a quantum meruit basis.

In any dispute concerning a question or fact in connection with the work of this Agreement, or compensation thereof, the decision of the

State Highway Engineer in the matter shall be final and conclusive for both parties.

VII. DELAYS AND EXTENSIONS

Reasonable extensions of the scheduled time shall be mutually arrived at by both parties in the event of unavoidable delays.

In the event of excessive delays during the CONSULTANT'S work caused by the STATE which may result in increased engineering cost, the CONSULTANT may request a re-negotiation of fee. Such fee would be determined by mutual agreement of both parties.

VIII. CONTROL

All work by the CONSULTANT is to be done in a manner satisfactory to the STATE and in accordance with the established customs, practices, and procedures of the STATE and in conformity with the standards adopted by the American Association of State Highway and Transportation Officials and approved by the Secretary of Transportation as provided in Title 23, U. S. Code, Section 109-B as amended. The decision of the STATE is to control in all questions regarding type of design, dimension of design and similar questions.

IX. FEE

For engineering services described herein, the CONSULTANT shall be paid a total lump sum fee amount of Seventeen thousand seven hundred fifteen dollars (\$17,715) for all items as listed and detailed

in Section II, in accordance with the fee schedule which is itemized in the attached summary sheet in Appendix A.

The above total lump sum amount is in accordance with the determination of the total engineering fee as shown in Appendix A attached hereto and made a part of this Agreement.

Partial payments shall be made to the CONSULTANT based upon the estimated completion of each structure plan and submission of monthly invoices to the STATE. Progress schedules showing the relative percent complete of the principal phases of work for each structure shall be submitted with the monthly invoices. Final payment to the CONSULTANT shall be made within sixty (60) days after approval and acceptance of the completed Final Design Plans by the STATE.

All monthly payments will have a ten (10) percent retainer withheld until completion of plans for each structure. Intermediate payments are to be made in accordance with items and phases on the summary sheet in Appendix A.

Should a bridge project or phase of a bridge project be deleted from this Agreement, the fee amount shall be reduced in accordance with the amount for that project or phase as set forth in the breakdown of cost as shown in Appendix A. Similarly, should any additional bridge project or extension or addition to a phase of a bridge project be added to this Agreement, the fee amount shall be increased based on a cost breakdown similar to that presented in Appendix A and in accordance with Section VI of this Agreement.

That portion of the CONSULTANT'S fee for Phase B work as shown

in Appendix A includes an amount equivalent to five (5) percent of the Phase B work for review of shop drawings on those projects for which such drawings are necessary, and also for consultation during construction. Should this work be necessary and the CONSULTANT not perform this work during construction as requested, then the five (5) percent amount shall be deducted from the CONSULTANT'S Phase B fee.

X. SCHEDULE

Work to be performed in Phases A and B shall commence immediately upon written notice to proceed. Phase A shall be completed by the CONSULTANT in 30 calendar days. Phase B shall be completed by the CONSULTANT in 75 calendar days. Phase C shall be completed by the CONSULTANT in 60 calendar days after the completion of Phase B work. Phase C may be commenced during or immediately after the completion of Phase B without written notice to proceed.

Inasmuch as time is of the essence in completion of the work in this Agreement, the above schedules are based on expeditious work of the CONSULTANT and expeditious reviews by the STATE and FHWA. Should, for reasons beyond the CONSULTANT'S control, review time or delays occur, the schedules shall be adjusted as mutually agreed by both parties hereto.

XI. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS
ACT OF 1964 FOR FEDERAL AID CONTRACTS

During the performance of this Agreement, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT"), agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The CONSULTANT with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the ground of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by

the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the STATE or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this Agreement, the STATE shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

- a. withholding of payments to the CONSULTANT under the Agreement until the CONSULTANT complies, and/or
- b. cancellation, termination or suspension of the Agreement in whole or in part.

6. Incorporation of Provisions: The CONSULTANT will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the STATE or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interest of the United States.

XII. CERTIFICATION OF CONSULTANT

I hereby certify that I am the Principal-in-
Charge and duly authorized
representative of the firm of Enwright Associates, Inc.
, whose address is Haywood Road
Greenville, S. C., and that neither I nor the above firm I here represent
has:

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

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

2-8-79

(Date)

Robert A. Coleman

(Signature)

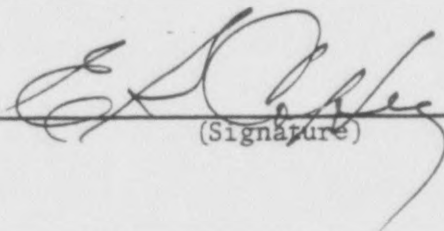
XIII. CERTIFICATION OF STATE

I hereby certify that I am the State Highway Engineer of the Department of Highways and Public Transportation of the State of South Carolina and that the above CONSULTANT or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

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

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

5-31-79
(Date)


(Signature)

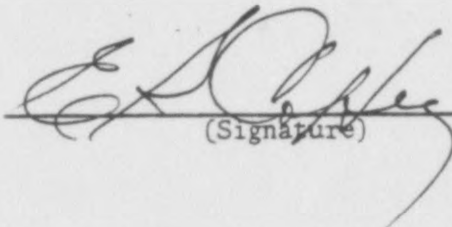
XIII. CERTIFICATION OF STATE

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

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

5-31-79
(Date)


(Signature)

XIV. SUCCESSORS AND ASSIGNS

The STATE and CONSULTANT each binds himself, his successors, executors, administrators, and assigns to the other party with respect to these requirements, and also agree that neither party shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Signed, sealed and executed for the CONSULTANT.

In the Presence of:

ENWRIGHT ASSOCIATES, INC.

Mary Harless
Bettie Plager

By:

Robert A. Coloma

Principal-in-Charge
(Title)

Signed, sealed and executed for the STATE.

ATTEST:

SOUTH CAROLINA DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION

C. P. Baggett
Secretary-Treasurer

By:

Paul W. Cobb
Chief Commissioner

Witnesses as to S. C. Department of Highways and Public Transportation:

Lawrence M. Mikkelsen
Joe L. Lee

RECOMMENDED:

E. S. Coffey
State Highway Engineer

APPENDIX A

APPENDIX "A"

DETERMINATION OF ENGINEER FEE

Item No. 1, County Newberry Route I-26

Crossing Twin Bridges over Indian Creek

I. Direct Payroll Costs

Phase A - Preliminary Design

Bridge Project Engineer	2	Manhours @ \$ 13.45	= \$ 26.90
Senior Bridge Design Engineer	6	Manhours @ \$ 11.50	= \$ 69.00
Junior Bridge Design Engineer	6	Manhours @ \$ 9.65	= \$ 57.90
Senior Draftsman	12	Manhours @ \$ 7.25	= \$ 87.00
Junior Draftsman	12	Manhours @ \$ 6.30	= \$ 75.60

Subtotal = \$ 316.40

Phase B - Final Design

Bridge Project Engineer	5	Manhours @ \$ 13.45	= \$ 67.25
Senior Bridge Design Engineer	20	Manhours @ \$ 11.50	= \$ 230.00
Junior Bridge Design Engineer	20	Manhours @ \$ 9.65	= \$ 193.00
Senior Draftsman	52	Manhours @ \$ 7.25	= \$ 377.00
Junior Draftsman	52	Manhours @ \$ 6.30	= \$ 327.60

Subtotal = \$ 1194.85

Phase C - Ratings

Bridge Project Engineer	2	Manhours @ \$ 13.45	= \$ 26.90
Senior Bridge Design Engineer	16	Manhours @ \$ 11.50	= \$ 184.00
Junior Bridge Design Engineer	20	Manhours @ \$ 9.65	= \$ 193.00
Senior Draftsman	4	Manhours @ \$ 7.25	= \$ 29.00
Junior Draftsman	8	Manhours @ \$ 6.30	= \$ 50.40

Subtotal = \$ 483.30

Total Direct Payroll Costs = \$ 1994.55

II. Direct Computer Costs, Printing & Travel = \$ 425.00

III. Overhead⁽¹⁾ = 118% of Direct Payroll Costs = \$ 2353.57

IV. Profit = \$ 572.88

TOTAL FEE = \$ 5346.00

(1) Overhead includes, but is not limited to; Social Security; State and Federal Unemployment Taxes; Workman's Compensation, Vacation; Holidays; Sick Leave; Hospital, Medical and Accident Insurance; taxes, insurance; office and administrative supplies; legal and audit; telephone and postage; and other items, all as defined in Subpart 1-15.2 of the Federal Procurement Regulations.

APPENDIX "A"

DETERMINATION OF ENGINEER FEE

Item No. 2, County Orangeburg Route I-26
 Crossing Twin Bridges over Cow Castle Creek

I. Direct Payroll Costs

Phase A - Preliminary Design

Bridge Project Engineer	2	Manhours @ \$ 13.45	= \$ 26.90
Senior Bridge Design Engineer	6	Manhours @ \$ 11.50	= \$ 69.00
Junior Bridge Design Engineer	6	Manhours @ \$ 9.65	= \$ 57.90
Senior Draftsman	12	Manhours @ \$ 7.25	= \$ 87.00
Junior Draftsman	12	Manhours @ \$ 6.30	= \$ 75.60

Subtotal = \$ 316.40

Phase B - Final Design

Bridge Project Engineer	5	Manhours @ \$ 13.45	= \$ 67.25
Senior Bridge Design Engineer	20	Manhours @ \$ 11.50	= \$ 230.00
Junior Bridge Design Engineer	20	Manhours @ \$ 9.65	= \$ 193.00
Senior Draftsman	52	Manhours @ \$ 7.25	= \$ 377.00
Junior Draftsman	52	Manhours @ \$ 6.30	= \$ 327.60

Subtotal = \$ 1194.85

Phase C - Ratings

Bridge Project Engineer	2	Manhours @ \$ 13.45	= \$ 26.90
Senior Bridge Design Engineer	16	Manhours @ \$ 11.50	= \$ 184.00
Junior Bridge Design Engineer	20	Manhours @ \$ 9.65	= \$ 193.00
Senior Draftsman	4	Manhours @ \$ 7.25	= \$ 29.00
Junior Draftsman	8	Manhours @ \$ 6.30	= \$ 50.40

Subtotal = \$ 483.30

Total Direct Payroll Costs = \$ 1994.55

II. Direct Computer Costs, Printing & Travel = \$ 425.00

III. Overhead⁽¹⁾ = 118 % of Direct Payroll Costs = \$ 2353.57

IV. Profit = \$ 572.88

TOTAL FEE = \$ 5346.00

(1) Overhead includes, but is not limited to; Social Security; State and Federal Unemployment Taxes; Workman's Compensation, Vacation; Holidays; Sick Leave; Hospital, Medical and Accident Insurance; taxes, insurance; office and administrative supplies; legal and audit; telephone and postage; and other items, all as defined in Subpart 1-15.2 of the Federal Procurement Regulations.

APPENDIX "A"

DETERMINATION OF ENGINEER FEE

Item No. 3, County Dorchester Route I-26

Crossing Twin Bridges over Four Hole Swamp

I. Direct Payroll Costs

Phase A - Preliminary Design

Bridge Project Engineer	5	Manhours @ \$ 13.45	= \$ 67.25
Senior Bridge Design Engineer	8	Manhours @ \$ 11.50	= \$ 92.00
Junior Bridge Design Engineer	8	Manhours @ \$ 9.65	= \$ 77.20
Senior Draftsman	14	Manhours @ \$ 7.25	= \$ 101.50
Junior Draftsman	14	Manhours @ \$ 6.30	= \$ 88.20

Subtotal = \$ 426.15

Phase B - Final Design

Bridge Project Engineer	6	Manhours @ \$ 13.45	= \$ 80.70
Senior Bridge Design Engineer	30	Manhours @ \$ 11.50	= \$ 345.00
Junior Bridge Design Engineer	30	Manhours @ \$ 9.65	= \$ 289.50
Senior Draftsman	78	Manhours @ \$ 7.25	= \$ 565.50
Junior Draftsman	78	Manhours @ \$ 6.30	= \$ 491.40

Subtotal = \$ 1772.10

Phase C - Ratings

Bridge Project Engineer	2	Manhours @ \$ 13.45	= \$ 26.90
Senior Bridge Design Engineer	16	Manhours @ \$ 11.50	= \$ 184.00
Junior Bridge Design Engineer	20	Manhours @ \$ 9.65	= \$ 193.00
Senior Draftsman	4	Manhours @ \$ 7.25	= \$ 29.00
Junior Draftsman	8	Manhours @ \$ 6.30	= \$ 50.40

Subtotal = \$ 483.30

Total Direct Payroll Costs = \$ 2681.55

II. Direct Computer Costs, Printing & Travel = \$ 425.00

III. Overhead⁽¹⁾ = 118 % of Direct Payroll Costs = \$ 3164.23

IV. Profit = \$ 752.22

TOTAL FEE = \$ 7023.00

(1) Overhead includes, but is not limited to; Social Security; State and Federal Unemployment Taxes; Workman's Compensation, Vacation; Holidays; Sick Leave; Hospital, Medical and Accident Insurance; taxes, insurance; office and administrative supplies; legal and audit; telephone and postage; and other items, all as defined in Subpart 1-15.2 of the Federal Procurement Regulations.

APPENDIX "A"

BRIDGE PROJECT COST SUMMARY

ITEM NO.	ROUTE NAME OR NUMBER	COUNTY	TYPE OF IMPROVEMENT	CROSSING DESCRIPTION	ESTIMATED CONSTRUCTION COST	LUMP SUM FEE DISTRIBUTION				LENGTH	PROPOSED WIDTH
						PHASE A	PHASE B	PHASE C	TOTAL		
1	I-26	Newberry	Widen and Remodel	Twin over Indian Creek	\$227,000	848	3203	1295	5346	2@210'	2@39'-6"
2	I-26	Orangeburg	Widen and Remodel	Twin over Cow Castle Creek	\$227,000	848	3203	1295	5346	2@210'	2@39'-6"
3	I-26	Dorchester	Widen and Remodel	Twin over Four Hole Swamp	\$771,000	1116	4641	1266	7023	2@750'	2@39'-6"
TOTAL					\$1,225,000	(2812)	(11,047)	(3856)	(17,715)		

The lump sum fee distribution is set forth above for each project and phase to facilitate monitoring intermediate and partial payments of the total lump sum fee and for any amounts to be deducted when such project or phase is deleted from the total project as provided in Section IX- FEE, of this Agreement. The fee distribution is subject to any variation in amounts within the limits of the total lump sum fee consistent with Department policy.

It is to be noted that five percent (5%) of the fee for Final Design Services in Phase B may be deducted should the CONSULTANT not perform the review of shop drawings as provided in Section IX Phase B of the Agreement.

Enwright Associates, Inc.
February 6, 1979

APPENDIX "A"

RATES OF PAY
FOR DIRECT LABOR COSTS
BRIDGE PROJECTS

<u>Employee Classification</u>	<u>Average Base Pay Per Hour</u>
Project Engineer	13.45
Sr. Design Engineer	11.50
Jr. Design Engineer	9.65
Sr. Draftsman	7.25
Jr. Draftsman	6.30

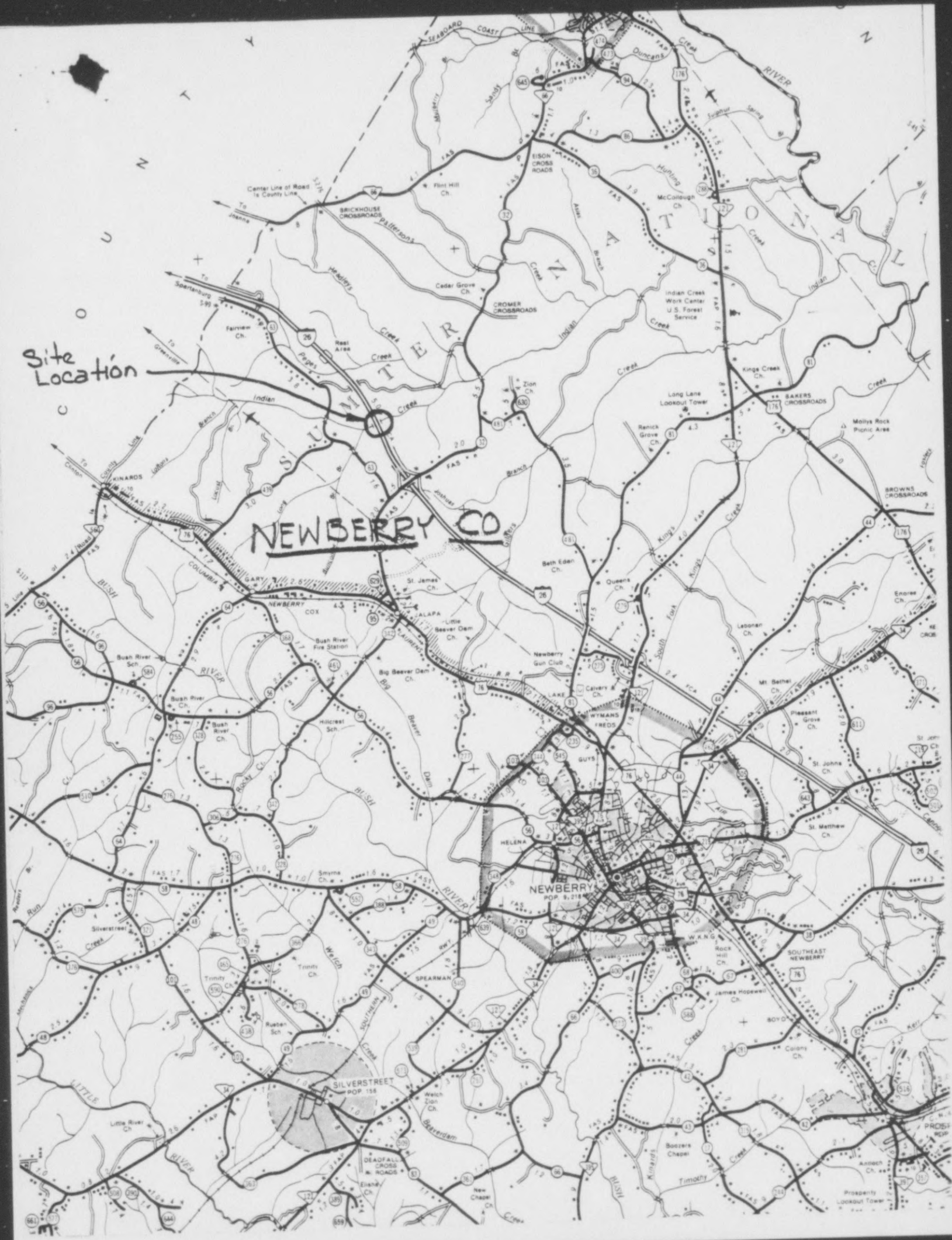
Enwright Associates, Inc.
February 6, 1979

APPENDIX "A"

ESTIMATED NUMBER OF DRAWINGS

<u>Item</u>	<u>Crossing</u>	<u>Estimated Drawings</u>		
		<u>Bridge</u>	<u>Informational</u>	<u>Total</u>
1	Twin Bridges over Indian Creek	10	6	16
2	Twin Bridges over Cow Castle Creek	10	6	16
3	Twin Bridges over Four Hole Swamp	10	7	17
TOTAL		30	19	49

Enwright Associates, Inc.
February 6, 1979

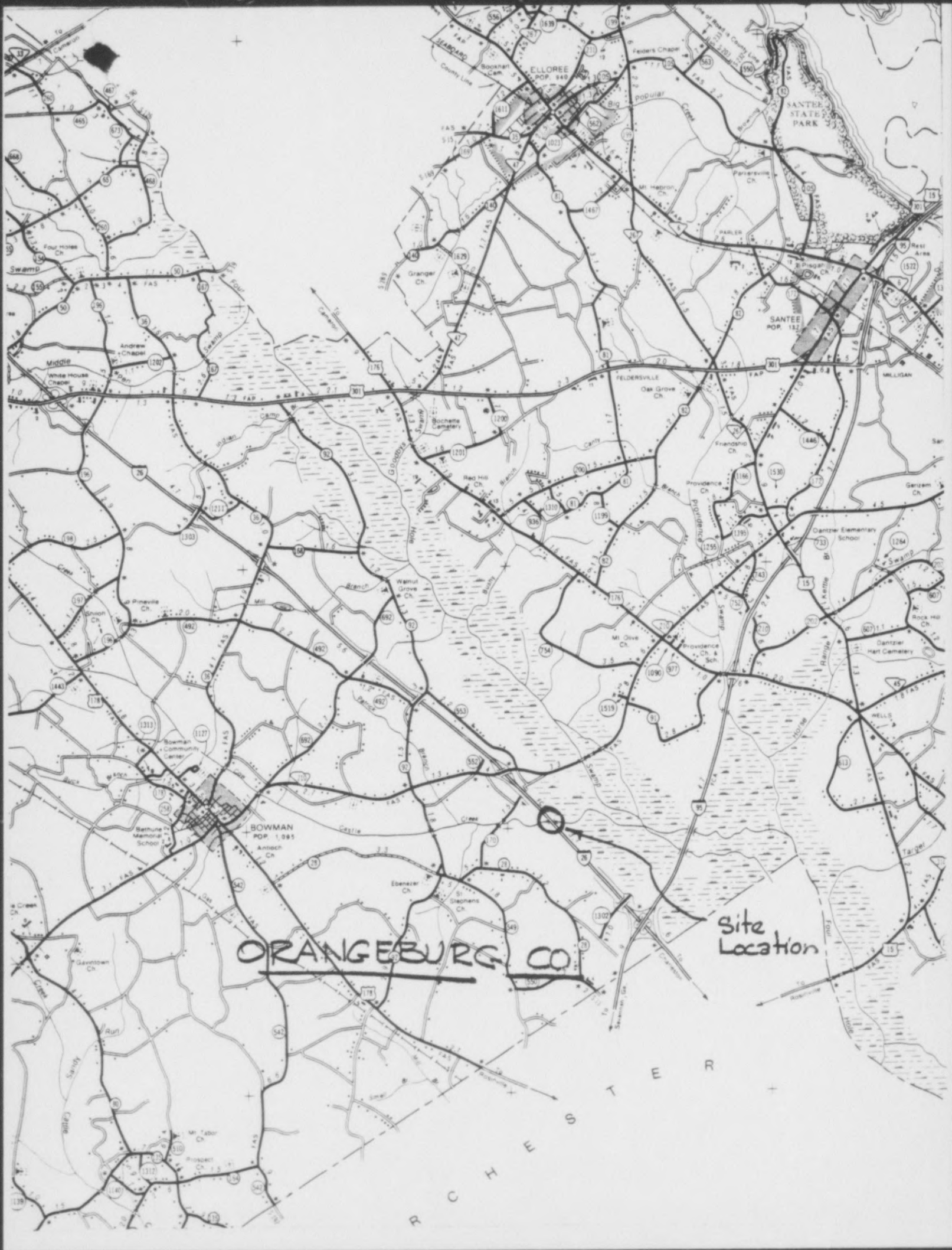


Site Location

NEWBERRY CO

NEWBERRY
POP 9,218

SILVERSTREET
POP 158







SOUTH CAROLINA

DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION

P.O. BOX 191
COLUMBIA, S.C. 29202

December 5, 1978


MEMORANDUM

From: Bridge Engineer - Design
To: Deputy State Highway Engineer
Subject: Consultants for I-85 and I-26 Bridge Widening

The following consultant engineering firms have responded to our newspaper advertisements for the subject bridge widening projects by the November 30th deadline:

- Deleted
for information*
- * Wilbur Smith and Associates, Inc.
 - ① Modjeski and Masters with Century Southern, Inc.
Riley, Park, Hayden and Associates
Kimley-Horn and Associates, Inc.
Higgins Construction Company
 - * Davis and Floyd Engineers
 - ① * Ralph Whitehead and Associates
 - ① Enwright Associates, Inc.
 - ① * Fellers and Associates with Blauvelt Engineering Co.

The firms marked with an asterisk (*) currently have active agreements with the Department for bridge design work.


J. R. Coleman

JRC/jmh

JUN 14 1979

STATE AUDITOR'S OFFICE

REPORT ON CONSULTANTS

Name of State Agency: South Carolina State Reorganization Commission

Date of Report: June 14, 1979 Prepared by: A. Philip Baity, staff counsel

Name of Consultant or Firm: Edwin A. Levine

Address of Consultant or Firm: Route 1, Box 80, Lamont, Florida

Terms of Consultant Contract:

Beginning Date: July 1, 1979 Ending Date: May 6, 1980

Rate of Pay: \$ 165.90 per day; Maximum under this contract: \$ 36,500.00

Source of Funds: \$36,500.00 (100%); (%); (%).
(State) (Federal) (Other)

Purpose or Goal of Consultant: To serve as the State Manager/Consultant for the S. C. Human Services Demonstration Project.

APPROVED
JUN 26 1979
Budget + Control Board
W. A. McInnis

Was this Individual or Firm Selected through the Submission of Bids or Proposals?

Yes _____ No X*

If yes, How many Bids or Proposals were Received? _____

*This individual was selected from over 125 applicants, of which three were named as finalists by a screening committee. The three finalists were interviewed in person by the Commission's Education, Health, and Welfare Subcommittee, who recommended Mr. Levine to the full Commission. Consultant status was desired, and agreed to by Mr. Levine, because of the unique and temporary nature of the Project; as so to avoid the granting of fringe benefits; and to set up an unfettered annual review of the Manager's performance.

JUN 14 1979



620 BANKERS TRUST TOWER
COLUMBIA, S.C. 29201
(803) 758-8743

STATE REORGANIZATION COMMISSION

Charles E. Hodges
Chairman

Frank L. Roddey
Vice Chairman

Thomas M. Marchant, III
Secretary

Philip G. Grose, Jr.
Director

June 14, 1979

Senators

Allen R. Carter

Rembert C. Dennis

John Drummond

L. Marion Gressette

Robert C. Lake

J. Verne Smith

Representatives

Tom G. Mangum

Robert L. McFadden

William J. McLeod

Earl M. Middleton

J. Munford Scott, Jr.

Governor's Appointees

J. Reeves Coker

G. G. Dowling

Charles Dunn

Dr. James Meredith

Robert G. Vassy

Mr. William A. McInnis
Office of Administration
State Auditor's Office
205 Wade Hampton Office Building
Columbia, South Carolina

Dear Mr. McInnis,

Enclosed, please find a copy of a contractual agreement,
and three copies of a completed Report on Consultants.

The Contract embodies the terms and conditions ordered by the
State Reorganization Commission, at its meeting of Wednesday,
April 4, for the hiring of a State Manager to head the implementation
of the South Carolina Human Services Demonstration Project, as
authorized by the General Assembly in Part II, Section 30 of
Act 644 of 1978.

I would respectfully request, therefore, that the contract be
placed on the Agenda for the next meeting of the Budget and Control
Board, for the purpose of approving the contract, so that the
Commission might immediately bind the services of a consultant to
serve as State Manager for the Project for the coming fiscal year.

In the event that you have questions or comments as to the
contract, kindly contact Mr. A. Philip Baity, staff counsel to the
Commission, (at 758-8743) who is authorized to speak in my behalf
in this regard.

Thanking you for your cooperation, I am,

Sincerely yours,

Senator Allen R. Cartor
Chairman, Education, Health, and Welfare
Subcommittee

ARC/pr

JUN 14 1979

STATE AUDITOR'S OFFICE

REPORT ON CONSULTANTS

Name of State Agency: South Carolina State Reorganization Commission

Date of Report: June 14, 1979 Prepared by: A. Philip Baity, staff counsel

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(State) (Federal) (Other)

Purpose or Goal of Consultant: To serve as the State Manager/Consultant for the S. C. Human Services Demonstration Project.

Was this Individual or Firm Selected through the Submission of Bids or Proposals?

Yes _____ No X*

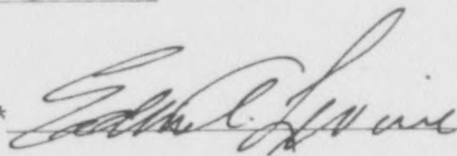
If yes, How many Bids or Proposals were Received? _____

*This individual was selected from over 125 applicants, of which three were named as finalists by a screening committee. The three finalists were interviewed in person by the Commission's Education, Health, and Welfare Subcommittee, who recommended Mr. Levine to the full Commission. Consultant status was desired, and agreed to by Mr. Levine, because of the unique and temporary nature of the Project; as so to avoid the granting of fringe benefits; and to set up an unfettered annual review of the Manager's performance.

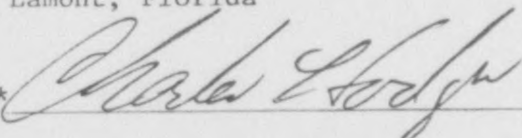
PREAMBLE

1. Name and address of Contractor Edwin A. Levine
Rt. 1, Box 80
Lamont, Florida 32336
2. Name and address of Commission S. C. State Reorganization Commission
Solomon Blatt Building
1105 Pendleton St. - Suite 228
Columbia, S. C. 29205
3. Contractor's Social Security Number 261-82-1204
4. Contract Monitor Senator Allen R. Carter

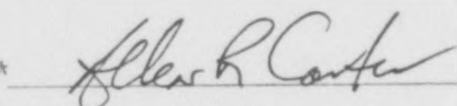
5. Signatures

* 

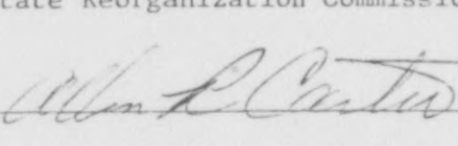

Edwin A. Levine, Contractor
Lamont, Florida

* 

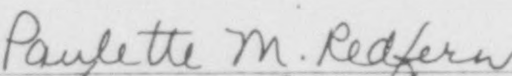
Representative Charles E. Hodges, Chairman
S. C. State Reorganization Commission

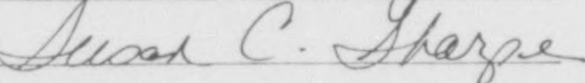
* 

Senator Allen R. Carter
Chairman, Education, Health & Welfare Subcommittee
S. C. State Reorganization Commission

Attest:  

A. Philip Baity, Staff Counsel
S. C. State Reorganization Commission

Attest: 

Attest: 

*It is agreed that this contract is not valid until executed
by all parties identified above by an asterick.

6. General Provisions - the Contractor agrees to furnish and deliver all products and perform all services set forth in the attached pages for the consideration stated therein. This Contract constitutes the entire Agreement between the parties.

COPY

)
 STATE OF SOUTH CAROLINA) CONTRACTUAL
) AGREEMENT

ARTICLE I THIS AGREEMENT, entered into this 14th day of June, 1979, by and between Edwin A. Levine (hereafter, the "Contractor") and S. C. State Reorganization Commission (hereafter "the Commission")

ARTICLE II WHEREAS, the Commission desires to engage the Contractor to render certain professional, technical and other services, pursuant to the implementation of legislation authorizing the South Carolina Human Services Demonstration Project (hereafter, "the Project");

NOW THEREFORE, the parties hereto do mutually agree to the following articles:

ARTICLE III The Commission hereby agrees to engage the Contractor, and the Contractor hereby agrees to perform the services hereinafter set forth in connection with the Project.

ARTICLE IV The Contractor shall perform all the necessary services provided under this contract, in connection with, and respecting those areas designated by the Commission within the State as Project sites, and any other areas within the State designated by the Commission.

ARTICLE V The Contractor shall do, perform, render, carry out, and exert his best efforts in a satisfactory and proper manner, the following:

- a) Generally, direct the state-level management of the project; provide support for the evaluation of the project; and develop and aid in the implementation of project systems.
- b) Specifically:
 - 1) Direct all state-level planning and implementation activities of the project.
 - 2) Serve as ex-officio Secretary to the State Inter-agency Planning and Evaluation Advisory Committee.
 - 3) Coordinate relations between the various committees of the Project and the Commission.

- 4) Review and monitor demonstration site programs and contracts, and provide technical assistance.
- 5) Oversee the conduct of a needs assessment program at the project sites, and assist in the collection of raw data for evaluation purposes.
- 6) Assist in the conduct and publication of project audits.
- 7) Assist in providing the necessary and discretionary reports to the General Assembly, the state and federal agencies and the general public.
- 8) Serve in a supervisory role as assigned by the Commission.
- 9) Perform related duties as assigned.

ARTICLE VI

The Contractor shall report to the Commission and provide oral and written reports on a regular basis, at such times, and in such a manner as the Commission shall require.

ARTICLE VII

The services of the Contractor are to commence immediately, or as soon thereafter as is practicable, but in no event shall the Contractor's performance commence later than July 1, 1979. The Contractor shall assume and perform services as set forth in this contract through May 6, 1980

Any agreement beyond this period shall be set forth in a new contract or by written amendment to this contract.

ARTICLE VIII

The Commission hereby agrees to remit to the Contractor, in return for his services rendered, the amount of \$36,500.00, to be tendered on a twice-monthly basis subject to receipt of a written request in accordance with the terms of this contract. It is expressly agreed that in no event will the total compensation to be paid hereunder exceed \$36,500.00 for services required.

Travel and related expenses shall be submitted on forms and in a format as specified by the Commission. These expenses will be paid in accordance with State rules, regulations and guidelines.

Payment and services rendered under this agreement are subject to approval by the S.C. Reorganization Commission.

ARTICLE IX

- A. It is expressly agreed that the Contractor shall only be entitled to the compensation provided for in Article VIII, and shall not be entitled to, nor maintain any claim of, the rights, benefits, services or other methods of compensation or conciliation provided to state employees.
- B. It is further agreed that the payment of compensation under this contract shall be subject to all statutes, rules and regulations concerning the expenditure of state funds, and, where applicable, Federal and other funds.

ARTICLE X

- A) This contract is not assignable, nor shall any of the rights or duties hereunder be subcontracted without prior approval of the Commission.
- B) Modifications or Amendments to this contract shall be permissible, upon the mutual agreement of the parties, subject to the approval of the appropriate agencies or boards, as provided by law. All alterations shall be reduced to writing, and shall be attached and made a part of this contract.
- C) Any reports, information, data, etc., given to, or prepared, or assembled by, the Contractor under this Contract which the Commission requests to be kept as confidential shall not be made available to any individual or organization without the prior written approval of the Commission.
- D) No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The Commission shall have unrestricted

authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract.

- E) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, age, sex or national origin.
- F) Records with respect to all matters covered by this Contract shall be made available for audit and inspection by the Commission, the funding agency and/or their representatives.
- G) This contract may be terminated by either party, by giving written notice not less than 30 days prior to the effective date of such termination.
- H) The parties hereby agree to abide by all other Terms and Conditions as specified in the basic grant or appropriation under which this contract is funded. (See Appendix A, which is attached and made a part of this contract.)

ARTICLE XI

In the event the Contractor fails to perform the services described herein and has previously received financial assistance from the Commission, the Contractor shall reimburse the Commission to the full extent of payments made. However, if the services described herein are partially performed, and the Contractor has previously received financial assistance from the Commission, the Contractor shall proportionally reimburse the Commission for payments made.

ARTICLE XII

The Contractor agrees to hold the Commission and the State of South Carolina harmless from any claims of any kind for injuries or damages which result from the making of arrangements for the performance of this contract.

The Contractor and the Commission have executed and delivered this Agreement as herein written.

STATE BUDGET AND CONTROL BOARD

MEETING OF June 26, 1979

EXHIBIT

JUN 26 1979

NO. 02

Agency: Patriots Point Development Authority

STATE BUDGET & CONTROL BOARD

Subject: A&E Selection Approval Request

Executive Director J. E. Guerry advises that the following firms, listed in order of preference, have been selected to perform the architectural and engineering design work for the marina and the recreational vehicle park including all ancillary facilities related thereto:

<u>Firm</u>	<u>Reported State Work in Prior Two Years</u>
(1) Seabrook, Byrd, Long & Associates	\$ 1,900,000
(2) Frederick A. Smith & Associates	\$ 7,400
(3) Middleton, McMillan Architects, Inc.	\$ -0-

The required selection procedure has been followed but State Engineer McPherson recommends that approval be granted subject to the condition that the contract for these services will not become effective until all necessary construction permits have been obtained.

Board Action Requested:

Approve selection of Seabrook, Byrd, Long & Associates.

Staff Comment:Attachments:

Guerry June 7, 1979 letter to McPherson plus attachments

6-11-79

Bill McLinnis:

Recommend that approval
be only with the following
conditions:

Contract will not
become effective only
after all necessary
construction permits have
been obtained.

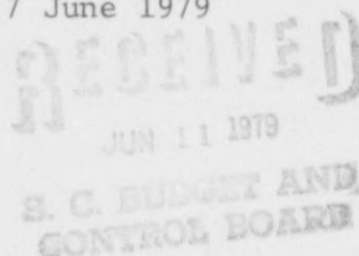
JAMJ



THE NAVAL AND MARITIME MUSEUM

State of South Carolina
Patriots Point Development Authority
Post Office Box 986
Mt. Pleasant, South Carolina 29464
803/884-2727

7 June 1979



Mr. John A. McPherson, Jr.
State Engineer
Post Office Box 11333
Columbia, South Carolina 29211

Dear Mr. McPherson:

In accordance with the instructions and policy contained in your memorandum of September 1978 it is requested that the Patriots Point Development Authority be authorized to enter into an agreement with Seabrook, Byrd, Long and Associates in the A&E design for the marina and the recreational vehicle park including all ancillary facilities related thereto. As required in paragraph A. of referenced memorandum the following information is submitted:

(1) Firms Interviewed: SEABROOK, BYRD, LONG & ASSOCIATES; MIDDLETON, McMILLAN ARCHITECTS, INC; JERRY MARC ROSENBLUM & ASSOCIATES; J. E. SIRRINE COMPANY, and FREDERICK A. SMITH & ASSOCIATES.

(2) Firms in order of preference:

SEABROOK, BYRD, LONG AND ASSOCIATES
FREDERICK A. SMITH & ASSOCIATES
MIDDLETON, McMILLAN ARCHITECTS, INC.

(3) The Patriots Point Development Authority did consider the amount of state projects each firm had executed in the past two years prior to the date of first advertisement on 2 April 1979.

(4) The over-riding reasons for the preference of Seabrook, Byrd, Long and Associates was that the Authority felt this firm possesses the most outstanding qualifications to insure a truly professional marina and recreational vehicle park plus consultants listed thereto are recognized as experts in the marina field and this firm had the most expertise in RV construction. In addition, they did preliminary design work and are thoroughly familiar with the entire project. Other firms, although qualified, did not possess the expertise considered necessary to insure the success of these two important projects at Patriots Point with the least amount of time and funding.

Charles F. Hyatt, Chairman, Representing the Governor
Horace L. Tilghman, Jr., V. Chairman, Representing Cong. John W. Jenrette
A. Crawford Clarkson, Jr., Representing Cong. Floyd D. Spence
John F. Floyd, Representing Cong. Carroll A. Campbell, Jr.
Joseph P. Griffith, Representing Sen. Ernest F. Hollings
J. Mat Hiers, Representing Cong. Kenneth L. Holland

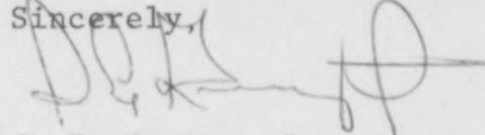
Leroy H. Keyserling, Representing Cong. Mendel J. Davis
James T. Lazar, Representing Cong. Butler C. Derrick, Jr.
Charles T. Mauro, Representing Sen. Strom Thurmond
J.E. Guerry, Jr., Executive Director
C.G. Waldrop, Deputy Director
William L. Prioleau, Esq., Legal Counsel

Page 2 -

Attached hereto is the information required in paragraph B of your memorandum of 21 September 1978.

Your assistance, as in the past, will in this case be appreciated, and we ask for a decision on this selection at your earliest convenience.

Sincerely,



J. E. Guerry, Jr.
Executive Director

JEGJr:db

Attachments:

Copy of contract negotiated with No. 1 firm for marina
Copy of newspaper advertisement
List of all firms responding with State contracts indicated
List of all A&E contracts awarded in last three years

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document B141

Standard Form of Agreement Between Owner and Architect

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

AGREEMENT

made this 5TH day of JUNE in the year of Nineteen
Hundred and SEVENTY NINE

BETWEEN the Owner: Patriots Point Development Authority

and the Architect: E. M. Seabrook Jr., Inc. Engineers-Surveyors-Planners
(Prime Professional),
Willard C. Byrd and Associates, Landscape Architecture-
Town Planning and Golf Course Architecture, and

For the following Project: Lonnie L. Long, Architect

(Include detailed description of Project location and scope) Patriots Point, Charleston, S. C.

The preparation of necessary plans and specifications for the following items:

Topographic Survey (\$6,000), Soil Borings (\$5,000), Dredging (\$826,000), Marina Construction (\$2,614,845), Parking (\$186,755), Electric/water/sewer for Docks (\$72,000), Harbor Master Ship Shore Office (\$100,000), Bathhouses and Shoreside Restrooms (\$100,000), Shoreside Lightning (\$50,000), Landscaping (\$50,000), Total estimated construction (\$4,010,600.)

The Owner and the Architect agree as set forth below.

PERCENTAGE OF CONSTRUCTION COST

- I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.
- II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement.
- A. *FOR BASIC SERVICES*, as described in Paragraph 1.1, Basic Compensation shall be computed on the basis of one of the following PERCENTAGES OF CONSTRUCTION COST, as defined in Article 3, for portions of the Project to be awarded under
- | | |
|--|-----------------------|
| A Single Stipulated Sum Construction Contract | percent (%) |
| Separate Stipulated Sum Construction Contracts | seven percent (7 %) |
| A Single Cost Plus Fee Construction Contract | percent (%) |
| Separate Cost Plus Fee Construction Contracts | percent (%) |
- B. *FOR ADDITIONAL SERVICES*, as described in Paragraph 1.3, compensation computed as follows:
1. Principals' time at the fixed rate of fifty dollars (\$ 50) per hour.
For the purpose of this Agreement, the Principals are:
E. M. Seabrook, Jr.
Willard C. Byrd
Lonnie L. Long
 2. Employees' time (other than Principals) at a multiple of two and 50/100.
(2.50) times the employees' Direct Personnel Expense as defined in Article 4.
 3. Services of Professional consultants at a multiple of One and 67/100.
(1.67) times the amount billed to the Architect for such services.
- C. *AN INITIAL PAYMENT* of No dollars (\$ None) shall be made upon the execution of this Agreement and credited to the Owner's account.
- D. *FOR REIMBURSABLE EXPENSES*, amounts expended as defined in Article 5.
- III. THE OWNER AND ARCHITECT agree in accordance with the Terms and Conditions of this Agreement that:
- A. *IF SCOPE* of the Project is changed materially, compensation shall be subject to renegotiation.
 - B. *IF THE SERVICES* covered by this Agreement have not been completed within () months of the date hereof, the amounts of compensation, rates and multiples set forth in Paragraph II shall be subject to renegotiation.
 - C. This contract will be valid until completion and acceptance of project.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES

1.1 BASIC SERVICES

The Architect's Basic Services consist of the five phases described below and include normal structural, mechanical and electrical engineering services and any other services included in Article 14 as Basic Services.

SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.

1.1.2 Based on the mutually agreed upon program, the Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the Owner.

1.1.3 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

DESIGN DEVELOPMENT PHASE

1.1.4 The Architect shall prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

1.1.5 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

CONSTRUCTION DOCUMENTS PHASE

1.1.6 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project including the necessary bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.1.7 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.1.8 The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

BIDDING OR NEGOTIATION PHASE

1.1.9 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement

of Probable Construction Cost, shall assist the Owner in obtaining bid- or negotiated proposals, and in awarding and preparing construction contracts.

CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.1.10 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the Owner.

1.1.11 The Architect shall provide Administration of the Construction Contract as set forth in AIA Document A201, General Conditions of the Contract for Construction, and the extent of his duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without his written consent.

1.1.12 The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.

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

1.1.14 The Architect shall make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect he shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

1.1.15 Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.1.14 and the data comprising the Application for Payment, that the Work has progressed to the point indicated, that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract

Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.1.16 The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Architect shall make decisions on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

1.1.17 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.

1.1.18 The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

1.1.19 The Architect shall prepare Change Orders.

1.1.20 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

1.1.21 The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractors' agents or employees, or any other persons performing any of the Work.

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.2.1 If more extensive representation at the site than is described under Subparagraphs 1.1.10 through 1.1.21 inclusive is required, and if the Owner and Architect agree, the Architect shall provide one or more Full-Time Project Representatives to assist the Architect.

1.2.2 Such Full-Time Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement.

1.2.3 The duties, responsibilities and limitations of authority of such Full-Time Project Representatives shall be set forth in an exhibit appended to this Agreement.

1.2.4 Through the on-site observations by Full-Time Project Representatives of the Work in progress, the Architect shall endeavor to provide further protection for the Owner against delay in the Work, but the furnishing of such project representation shall not make the Architect responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, or for the Contractor's failure to perform the Work in accordance with the Contract Documents.

1.3 ADDITIONAL SERVICES

The following Services shall be provided when authorized in writing by the Owner, and they shall be paid for by the Owner as hereinbefore provided.

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

1.3.2 Providing financial feasibility or other special studies.

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

1.3.4 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.

1.3.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

1.3.6 Preparing documents for alternate bids or out-of-sequence services requested by the Owner.

1.3.7 Providing Detailed Estimates of Construction Cost or detailed quantity surveys or inventories of material, equipment and labor.

1.3.8 Providing interior design and other services required for or in connection with the selection of furniture and furnishings.

1.3.9 Providing services for planning tenant or rental spaces.

1.3.10 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Architect.

1.3.11 Preparing supporting data and other services in connection with Change Orders if the change in the Basic Compensation resulting from the adjusted Contract Sum is not commensurate with the services required of the Architect.

1.3.12 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

1.3.13 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type

set forth in Paragraph 1.1 as may be required in connection with the replacement of such Work.

1.3.14 Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.

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

1.3.16 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

1.3.17 Providing services after issuance to the Owner of the final Certificate for Payment.

1.3.18 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.3.19 Providing services of professional consultants for other than the normal structural, mechanical and electrical engineering services for the Project.

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

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information, including a complete program, regarding his requirements for the Project.

2.2 The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.

2.3 The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.4 The Owner shall furnish the services of a soils engineer or other consultant when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional recommendations.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 The Owner shall furnish such legal, accounting, and insurance counseling services as may be necessary for the Project, and such auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid to him under the Construction Contract.

2.7 The services, information, surveys and reports required by Paragraphs 2.3 through 2.6 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.8 If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the Architect.

2.9 The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

ARTICLE 3

CONSTRUCTION COST

3.1 If the Construction Cost is to be used as the basis for determining the Architect's Compensation for Basic Services, it shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect. The Construction Cost shall be determined as follows, with precedence in the order listed:

3.1.1 For completed construction, the cost of all such Work, including costs of managing construction;

3.1.2 For Work not constructed, (1) the lowest bona fide bid received from a qualified bidder for any or all of such Work, or (2) if the Work is not bid, the bona fide negotiated proposal submitted for any or all of such Work; or

3.1.3 For Work for which no such bid or proposal is received, (1) the latest Detailed Estimate of Construction Cost if one is available, or (2) the latest Statement of Probable Construction Cost.

3.2 Construction Cost does not include the compensation of the Architect and his consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.6 inclusive.

3.3 The cost of labor, materials and equipment furnished by the Owner for the Project shall be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit.

3.4 Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the

Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by him.

3.5 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall be in writing signed by the parties and shall include a bidding contingency of ten percent unless another amount is agreed upon in writing. When such a fixed limit is established, the Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The architect may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

3.5.1 If the Bidding or Negotiating Phase has not commenced within six months after the Architect submits the Construction Documents to the Owner, any fixed limit of Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices which may have occurred in the construction industry for the area in which the Project is located. The adjustment shall reflect changes between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

3.5.2 When a fixed limit of Construction Cost, including the Bidding contingency (adjusted as provided in Subparagraph 3.5.1, if applicable), is established as a condition of this Agreement and is exceeded by the lowest bona fide bid or negotiated proposal, the Detailed Estimate of Construction Cost or the Statement of Probable Construction cost, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding the Project within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3) the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the fixed limit. The providing of such service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to compensation in accordance with this Agreement.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the salaries of professional, technical and clerical employees engaged on the Project by the Architect, and the cost of their mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar benefits.

ARTICLE 5

REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect, his employ-

ees, or his professional consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

5.1.1 Expense of transportation and living when traveling in connection with the Project; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings and Specifications excluding duplicate sets at the completion of each Phase for the Owner's review and approval.

5.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates and expense of renderings or models for the Owner's use.

5.1.4 Expense of computer time for professional services when included in Paragraph II.

5.1.5 Expense of computer time when used in connection with Additional Services.

ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 Payments on account of the Architect's Basic Services shall be made as follows:

6.1.1 An initial payment as set forth in Paragraph II is the minimum payment under this Agreement.

6.1.2 Subsequent payments for Basic Services shall be made monthly in proportion to services performed so that the compensation at the completion of each Phase, except when the compensation is on the basis of a Multiple of Direct Personnel Expense, shall equal the following percentages of the total Basic Compensation:

Schematic Design Phase	15%
Design Development Phase	35%
Construction Documents Phase ...	75%
Bidding or Negotiation Phase	80%
Construction Phase	100%

6.1.3 If the Contract Time initially established in the Construction Contract is exceeded by more than thirty days through no fault of the Architect, compensation for Basic Services performed by Principals, employees and professional consultants required to complete the Administration of the Construction Contract beyond the thirtieth day shall be computed as set forth in Paragraph II for Additional Services.

6.2 Payments for Additional Services of the Architect as defined in Paragraph 1.3, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of the Architect's statement of services rendered.

6.3 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

6.4 If the Project is suspended for more than three months or abandoned in whole or in part, the Architect

shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all termination expenses as defined in Paragraph 8.3 resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be subject to renegotiation.

6.5 Payments due the Architect under this Agreement shall bear interest at the legal rate commencing sixty days after the date of billing.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services on the Project and for services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.

ARTICLE 8

TERMINATION OF AGREEMENT

8.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8.2 In the event of termination due to the fault of parties other than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all termination expenses.

8.3 Termination Expenses are defined as Reimbursable Expenses directly attributable to termination, plus an amount computed as a percentage of the total compensation earned to the time of termination, as follows:

- 20 percent if termination occurs during the Schematic Design Phase; or
- 10 percent if termination occurs during the Design Development Phase; or
- 5 percent if termination occurs during any subsequent phase.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 10

SUCCESSORS AND ASSIGNS

The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to

the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 11

ARBITRATION

11.1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of, or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional party not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by all the parties hereto. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitration of any dispute not described therein or with any party not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional party or parties shall be specifically enforceable under the prevailing arbitration law.

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

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

ARTICLE 12

EXTENT OF AGREEMENT

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

ARTICLE 13

GOVERNING LAW

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

ARTICLE 14

OTHER CONDITIONS OR SERVICES

In the TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT add to or delete from as follows:

14.1 Add new Subparagraph 1.1.3.1 as follows:

"1.1.3.1 Upon completion of SCHEMATIC DESIGN PHASE, the DESIGN, OUTLINE SPECIFICATIONS, and PROBABLE CONSTRUCTION COST shall be approved by the OWNER in writing."

14.2 Add new Subparagraph 1.1.5.1 as follows:

"1.1.5.2 Upon completion of DESIGN DEVELOPMENT PHASE, the DESIGN and PROBABLE CONSTRUCTION COST shall be approved by the OWNER in writing."

14.3 Add new Subparagraph 1.1.8.1 as follows:

"Prior to advertising for bids for construction, the Architect shall obtain written approval from the OWNER of the PROJECT DESIGN AND PROBABLE CONSTRUCTION COST."

14.4 Following Subparagraph 1.1.9 add the following:

"ADDITIONAL BASIC SERVICES

"1.1.9 Review Documents as required by OWNER in Subparagraphs 1.1.3.1, 1.1.5.1 and 1.1.8.1 shall also be submitted to the State Engineer's Office for approval.

"1.1.9.1 Prior to advertising for bids for construction, the Architect shall obtain written approval of the PROJECT DESIGN from the STATE ENGINEER.

"1.1.9.2 Ownership of Documents shall be as described in Article 9.

"1.1.9.2.1 Upon completion of the CONSTRUCTION PHASE, the ARCHITECT shall correct the original drawing to "record drawings" showing all significant changes in the Work made during construction. Such changes to the drawings shall be made in a professional manner, and drawings shall be stamped and signed by the ARCHITECT as said drawings being "record drawings", based on marked-up prints, drawings and other data furnished by the CONTRACTOR and/or representative of the OWNER and/or ARCHITECT.

"1.1.9.3 One month prior to the expiration of the one-year warranty period as called for in the CONSTRUCTION DOCUMENTS, the ARCHITECT shall inspect the project for any deficiencies that may have developed under the one-year warranty. Upon completion of inspection a written report shall be furnished to the OWNER, the STATE ENGINEER and the CONTRACTOR, and the ARCHITECT shall assist the OWNER in taking necessary action to see that the deficiencies are corrected."

- 14.5 In Subparagraph 1.1.14, fifth line following "---on site" delete "observations" and substitute therefor "inspections".
- 14.6 Add new Subparagraph 1.1.14.1 and 1.1.14.2 as follows:
- "1.1.14.1 Periodic visit by the ARCHITECT may vary with the progress of the work and other conditions, but shall average not less than one visit by the ARCHITECT or his representative to the project per week during the course of construction. The ARCHITECT shall submit to the OWNER a written report of his periodic visit, at least once a month, of his findings and progress of the project.
- "1.1.14.2 Should the CONTRACTOR fall behind in his construction schedule by more than four weeks, the ARCHITECT shall notify the OWNER in writing.
- 14.7 In Subparagraph 1.1.15, first line following "based on such" delete "observations" and substitute therefor "inspections".
- 14.7.1 In Subparagraph 1.1.15, seventh line following "Architects" delete "observations" and substitute therefor "inspections".
- 14.8 Delete Subparagraph 1.1.16 in its entirety and substitute therefor new Subparagraph 1.1.16 as follows:
- "1.1.16 The ARCHITECT shall be the interpreter of the requirements of the CONTRACT DOCUMENTS and judge of the performance thereunder by both the OWNER and the CONTRACTOR. The ARCHITECT shall render written interpretations necessary for the proper execution or progress of the work within fifteen days on written request of either the OWNER or the CONTRACTOR, unless such interpretation can only be made after testing, in which case an interpretation must be rendered within fifteen days after completion of such test, and shall render written decisions, within fifteen days, on all claims, disputes and other matters in question between the OWNER and the CONTRACTOR relating to the execution or progress of the work or the interpretation of the CONTRACT DOCUMENTS.
- 14.9 In Subparagraph 1.1.18, following "---Contract Documents" add new sentence:
- "Such action shall be taken with reasonable promptness so as not to delay the project.
- 14.10 Under Paragraph 1.3, delete Sub-paragraph 1.3.15 in its entirety.
- 14.11 Delete Subparagraph 1.3.11 in its entirety and substitute therefor new Subparagraph 1.3.11 as follows:
- "1.3.11 Preparing supporting data, and other services in connection with change orders requested by the OWNER. Where a change order is required because of a design error, the change order shall be prepared at no cost to the OWNER.
- 14.12 Add new Subparagraph 3.1.3.1 as follows:
- "3.1.3.1 Compensation to the Architect shall be as set forth in Paragraph II. When compensation is based on "Percentage of Construction Cost," the establishing of the percentage shall be the amount of the Construction Contract

awarded. Once established, the same percentage figure shall apply to any recomputation of fee occasioned by Change Order, and only Change Orders that increase the contract amount shall be used in recomputation. Where a Change Order is required because of a design error, the amount of that Change Order shall not apply toward computation of Architect's compensation".

14.13 Add new Subparagraph 3.5.0.1. as follows:

"Fixed limit of Construction Cost shall be the Probable Construction Cost as defined in Subparagraph 1.1.8.1"

14.14 In Subparagraph 6.1.3 add new sentence as follows:

"No additional compensation will be paid for services in connection with semi-final and final inspections"

14.15 In Paragraph 6.4, page 7, fourth line following-----then due add "." (period) and delete remaining of sentence.

14.15.1 In Paragraph 6.4, page 7, delete last line in its entirety and substitute therefor the following:

"Compensation may be subject to negotiation."

14.16 Delete Paragraph 6.5 in its entirety and substitute new Paragraph 6.5 as follows:

"6.5 Payment due the Architect under this Agreement shall bear interest at six percent per annum commencing forty-five days after date of billing.

14.17 In Paragraph 8.2 in fourth line following Reimbursable Expense add "." (period) and delete remaining of sentence.

14.18 In Article 9 - OWNERSHIP OF DOCUMENTS delete in its entirety and add new Article 9 as follows:

" ARTICLE 9 "

"OWNERSHIP OF DOCUMENTS"

"9.1 The Owner shall have unlimited rights in the ownership of all drawings, designs, specifications, notes and other work developed in the performance of the AGREEMENT, including the right to use same on any other Owner's projects without additional cost to the Owner, and with respect thereto the Architect agrees to and does hereby grant to the Owner a royalty-free license to all such data which he may cover by copy right and to all designs as to which he may assert any rights or establish any claim under the design patent or copyright laws.

"9.2 In the case of future reuse of the documents the Owner reserves the right to negotiate with the Architect for compensation for the acceptance of any professional liability."

"9.3 In the event the Owner does not exercise the option to negotiate with the Architect for the Architect's acceptance of any professional liability, it is understood that the Architect is no longer liable in the reuse of the documents.

14.19 Delete Article 11 - Arbitration in its entirety.

14.20 Under Article 13 - Governing Laws second line following "----law of", delete remaining of sentence and substitute therefor the following:

"-----South Carolina."

14.21

CMIT

14.22

CMIT

14.23 Paragraph 1.3.15 - This work shall be part of Basic Services (1.1).

14.24 Paragraph 1.3.21 - Additional services not itemized under 1.3 shall not be recognized as such by the Owner unless authorized in writing prior to the performance of such services. Such authorization shall include a statement as to compensation therefor.

ARTICLE 14
OTHER CONDITIONS OR SERVICES

SEE ATTACHED ARTICLE 14.

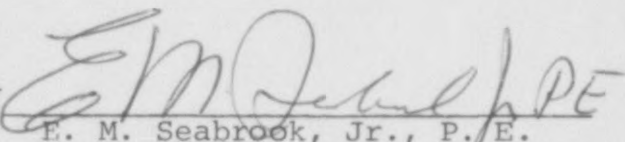
This Agreement executed the day and year first written above.

OWNER

ARCHITECT

Patriots Point Development Authority E. M. Seabrook, Jr.; Willard
C. Byrd; Lonnie L. Long

BY _____

BY  E. M. Seabrook, Jr., P.E.

Attachment Four

LIST OF ALL A & E CONTRACTS THE PATRIOTS POINT DEVELOPMENT AUTHORITY
HAVE AWARDED IN THE PAST THREE YEARS:

<u>YEAR</u>	<u>FIRM</u>	<u>TOTAL COSTS</u>
1973- 1976	LBC&W	\$3,000,000 (Borrowed from State)
1978	CUMMINGS AND McCRADY	\$2,700,000 (Federal & State Funds)
1978	SEABROOK, BYRD, LONG AND ASSOC.	\$1,900,000 (Federal Grant)

☒ The News and Courier

☐ CHARLESTON EVENING POST

State of South Carolina

County of Charleston

Personally appeared before me

the undersigned advertising Clerk of the
above indicated newspaper(s), published
in the City of Charleston, County and
State aforesaid, who, being duly sworn,
says that the advertisement of

(copy attached)

appeared in the issues of said newspaper(s)

on the following day(s):

APRIL 2, 1979

at a cost of \$23.00

Acct. #60160

Subscribed and sworn to

before me this 11th day

of APRIL

A.D. 1979

Inenby W. B. H. S.

NOTARY PUBLIC, S.C.

NOTARY PUBLIC FOR SOUTH CAROLINA

My Comm. Expires April 2, 1984

REQUEST FOR PROPOSALS
MARINA & RECREATIONAL
VEHICLE PARK A&ES

Patriots Point Development Au-
thority (PPDA) proposes to en-
gage a qualified Architect and

Engineer with marina and recre-
ational vehicle park design and
construction experience for the
purpose of preparing final design
plans and specifications and to
prepare and administer con-
struction contracts for the con-
struction of the marina and RV
park, ancillary facilities, roads
and parking, sewer and water,
nature parks, nature trails, land-
scaping, etc., at Patriots Point.
Marina and RV park plans and
specifications are to be prepared
based on previously completed
schematic design and results of
a marina feasibility study con-
ducted by Clemson University
Hydraulics Laboratory.

Interested firms are invited to
submit a letter of interest, to-
gether with a summary of recent
experience in this field. Firms
submitting resumes of qualifica-
tion shall include a list of all
contracts, including construction
contracts, which the firm has executed
on State work in the past two
years.

Enquiries and information
should be addressed to:
J. E. Guerry, Jr., Executive Di-
rector, Patriots Point Develop-
ment Authority, Mount Pleasant,
South Carolina 29464 not later
than 16 April 1979.

The PPDA is an Equal Oppor-
tunity Employer.

Attachment Three

LIST OF FIRMS RESPONDING WITH STATE CONTRACTS INDICATED:

SEABROOK, BYRD, LONG AND ASSOCIATES	Patriots Point Dev. Authority \$1,900,000
FREDERICK A SMITH & ASSOCIATES	Medical University of S. C. \$3,900 \$3,500
MIDDLETON, McMILLAN ARCHITECTS, INC.	State Ports Authority Cruise A terminal 1972 - \$2,300,000 Schoolbred & other consultants in this group have been consultants on many state contracts
J. E. SIRRINE COMPANY	Department of Corrections pre-release centers \$519,000 \$ amounts and dates not indicated
JEFFREY MARC ROSENBLUM & ASSOCIATES	S. C. State College Coastal Carolina College 127,000 S. C. National Guard Trident Tech College, Charleston \$ amounts and dates not indicated

STATE BUDGET AND CONTROL BOARD

MEETING OF June 26, 1979

EXHIBIT

JUN 26 1979

NO. 03

STATE BUDGET & CONTROL BOARD

Agency: Division of General Services

Subject: Printing Equipment Acquisition

The Division advises that the Employment Security Commission has requested permission to enter into a lease/purchase agreement for an on-line reconditioned automated offset system as an addition to their printing facility. This equipment would cost \$26,500 on a straight purchase or it may be leased at a cost of \$1,330 per month.

The Division advises that its Assistant State Printing Officer has reviewed this request on site with the Employment Security Commission printing office.

The Division also advises that the Department of Health and Environmental Control has requested approval of the purchase of one folding machine at a cost of \$1,300 and that this request also has been reviewed by the Assistant State Printing Officer.

Board Action Requested:

The Division recommends that both requests be disapproved in light of the pending legislation designed to control printing equipment acquisitions and, in the case of Employment Security Commission, to permit further study of that Commission's requirements.

Staff Comment:

Attachments:

Division of General Services agenda notes

II. Printing Equipment

- A. The Employment Security Commission requests permission to enter into a lease purchase agreement for an on-line reconditioned automated offset system as an addition to their printing facility. On a straight purchase this equipment would cost \$26,500 or may be leased at a cost of \$1,330 per month.

Our Assistant State Printing Officer has reviewed this request on site with the Employment Security Commission Printing Office, and it is our recommendation that this request be disapproved and allow them to continue renting their 9200 Xerox duplicator until further study can be made of their printing requirements and also in light of the current legislation to control printing equipment.

- B. The Department of Health and Environmental Control requests approval to purchase one folding machine at a cost of \$1,300 and a used folding machine now in operation.

This request has been reviewed by our Assistant State Printing Officer and it is our recommendation that this request be disapproved pending the outcome of the current legislation being considered to control printing in state government.

STATE BUDGET AND CONTROL BOARD

MEETING OF June 26, 1979

EXHIBIT

JUN 26 1979

NO. 04

Agency: General Services

STATE BUDGET & CONTROL BOARD

Subject: Right-of-way Easement - Charleston County

The Division of General Services advises that the James Island Water and Sewer District has requested easements or right-of-way to be used solely for the construction, operation and maintenance of sewage lines including conduits, mainlines, markers, pumps, lift stations and other pertinent distribution facilities for seven areas on Johns Island, Charleston County.

The Division notes that these areas are all below the local mean high water line and that the State is empowered to grant certain rights-of-way or easements through and over marshlands without compensation for construction and maintenance of pipelines by agencies or political subdivisions of the State under Section 1-11-90 of the 1976 Code.

The Division further advises that these easements have been approved by the Attorney General and that the Division recommends approval by the Board.

Board Action Requested:

Approve reference easements

Staff Comment:

Attachments:

General Services agenda notes and referenced easements

STATE BUDGET AND CONTROL BOARD
DIVISION OF GENERAL SERVICES

June 26, 1979

I. Right-of-Way Easements - Charleston County

The James Island Water and Sewer District requests easements of right-of-way to be used solely for the construction, operation, and maintenance of sewerage distribution lines including conduits, mainlines, markers, pumps, lift stations and other necessary pertinent sewerage distribution facilities for seven areas on James Island, Charleston County, South Carolina.

These areas are all below the local mean high water line and the state is empowered to grant certain right-of-way or easements through and over marshlands without compensation for construction and maintenance of pipelines by agencies or political subdivisions of the state under Section 1-11-90, 1976 Code of Laws.

These easements have been approved by the Attorney General and we recommend approval by the Budget and Control Board.

These easements of right-of-way shall be used solely for the construction, operation, and maintenance of one or more sewage distribution lines, including conduits, manholes, markers, pump or lift stations and other necessary appurtenant sewage distribution facilities, such easements being more particularly described as follows:

- (1) An easement ten (10') feet in width, being five (5') feet on either side of a line, beginning at the mean high water mark on the North side of a tidal creek or ditch known as Wolf Pit Run near the existing treatment plant; thence proceeding South $62^{\circ}05'$ West across said Wolf Pit Run to the mean high water on the South side of said creek or ditch; all as is more fully shown on a Sketch by The Harwood Beebe Co., dated April, 1978 and attached hereto as Exhibit "A".

Together with a thirty (30') foot construction easement extending fifteen (15') feet either side of the above described line during the period of construction. Reference Charleston County TMS 425-6-0.

- (2) An easement ten (10') feet in width, being five (5') feet on either side of a line, beginning at the mean high water mark on the South side of a tidal lake known as Lake St. James and running along the west side of Lake Shores Drive; thence proceeding North $0^{\circ}45'$ West across said tidal creek to the mean high water mark on the west side of said tidal creek; all as is more fully shown on a sketch by The Harwood Beebe Co., dated July, 1978 and attached hereto as Exhibit "B".

Together with a thirty (30') foot construction easement extending fifteen (15') feet either side of the above described line during the period of construction. Reference Charleston County TMS 343-2-0.

- (3) An easement ten (10') feet in width, being five (5') feet on either side of a line, beginning at the mean high water mark on the South side of an unnamed tidal creek or ditch near the northern terminus of Kell Place; all as is more fully shown on a sketch by The Harwood Beebe Co., dated April, 1978 and attached hereto as Exhibit "C".

Together with a thirty (30') foot construction easement extending fifteen (15') feet either side of the above described line during the period of construction. Reference Charleston County TMS 343-13- .

- (4) An easement ten (10') feet in width, being five (5') feet on either side of a line, beginning at the mean high water mark on the South side of an unnamed tidal creek or ditch near the northern terminum of Carpenter Street, thence proceeding North $20^{\circ}27'$ East across said tidal creek or ditch to the mean high water mark on the North side of said creek; all as is more fully shown on a sketch by The Harwood Beebe Co., dated April, 1978 and attached hereto as Exhibit "C".

Together with a thirty (30') foot construction easement extending fifteen (15') feet either side of the above described line during the period of construction. Reference Charleston County TMS 343-13- .

- (5) An easement ten (10') feet in width, being five (5') feet on either side of a line, beginning at the mean high water mark on the North side of an unnamed tidal creek or ditch southwest of the intersection of Canal Street and Lindberg Street; thence proceeding South $2^{\circ}49'$ West across said tidal creek or ditch to the mean high water mark on the South side of said creek or ditch; all as is more fully shown on a sketch by The Harwood Beebe Co., dated April, 1978 and attached hereto as Exhibit "D".

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) PIPELINE
EASEMENTS
(QUITCLAIM)

THIS EASEMENT, made and entered into this _____ day of _____, 1979, by and between the South Carolina State Budget and Control Board, as grantor, (hereinafter "STATE") and the James Island Public Service District, as grantee, (hereinafter "DISTRICT"):

W I T N E S S E T H

WHEREAS, the DISTRICT is a duly constituted public service district under the laws of South Carolina, organized for the purpose of constructing and maintaining a public water and sewage system within its district, and;

WHEREAS, the DISTRICT proposes to construct and maintain sewage distribution lines within its district, such lines crossing, at certain locations, marshlands lying below the mean high water line, and;

WHEREAS, the STATE is the prima facie owner, in trust, of marshlands lying below the mean high water line, and;

WHEREAS, the STATE is empowered to grant certain rights-of-way or easements through and over marshlands, without compensation, for construction and maintenance of pipelines by agencies or political subdivisions of the State under Section 1-11-90, 1976 S. C. Code of Laws, and

WHEREAS, The DISTRICT is desirous of obtaining certain hereinafter described easements through and over marshlands within its district, and the State considers the granting of such easements to be in the public interest.

NOW, THEREFORE, the STATE, as grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, does hereby remise, release and quitclaim to the DISTRICT, its successors and assigns, right-of-way easements in, to, upon, and over the below described portions of marshlands, such marshlands situate in the County of Charleston and lying below the mean high water line.

Together with a thirty (30') foot construction easement extending fifteen (15') feet either side of the above described line during the period of construction. Reference Charleston County TMS 343-15-0.

- (6) An easement ten (10') feet in width, being five (5') feet on either side of a line, beginning at the mean high water mark on the East side of an unnamed creek near the western terminus of Enoree Lane, thence proceeding South $85^{\circ}52'$ West across said creek to the mean high water mark on the West side of said creek; all as is more fully shown on a sketch by The Harwood Beebe Co., dated April, 1978 and attached hereto as Exhibit "E".

Together with a thirty (30') foot construction easement extending fifteen (15') feet either side of the above described line during the period of construction. Reference Charleston County TMS 425-2-0.

- (7) An easement ten (10') feet in width, being five (5') feet on either side of a line, beginning at the mean high water mark on the South side of an unnamed creek or ditch North of the intersection of Brantley Drive and Folly Road; thence proceeding North $16^{\circ}15'$ West across said creek or ditch to the mean high water mark on the North side of said creek; all as is more fully shown on a sketch by The Harwood Beebe Co., dated April, 1978 and attached hereto as Exhibit "F".

Together with a thirty (30') foot construction easement extending fifteen (15') feet either side of the above described line during the period of construction. Reference Charleston County TMS 425-3-0.

Such areas being composed of marsh and waters below the mean high water elevation at such sites.

The address of the grantor is Division of General Services, 300 Gervais Street, Columbia, South Carolina, 29201; of the grantee, James Island Public Service District, P. O. Box 12140, James Island, South Carolina, 29412.

These above described easements of right-of-way, together with the right of ingress and egress and the right to reconstruct, inspect, alter, improve, or remove such sewage distribution lines shall be in perpetuity provided, however, these easements may be terminated by the STATE, in its discretion, and such interests as the STATE may have shall revert to the STATE, if the DISTRICT, its successors and assigns: (1) quits and abandons all use of such sewage distribution lines and facilities, in which case these easements of right-of-way shall terminate thirty (30) days after the date of such abandonment, or (2) continues an uncorrected violation or breach of the terms of these easements thirty (30) days after a demand by the STATE has been made to correct such violation or breach, provided further, it is understood and agreed that these easements are not to be construed as easements granted to the exclusion of the STATE, or to others later granted a similar right.

The DISTRICT hereby agrees and covenants with the STATE that the DISTRICT, its successors and assigns shall not block or obstruct navigable waters or cause unreasonable adverse impact on fish, wildlife or water quality in its use of the easement areas. The DISTRICT shall use the easement areas solely for purposes incidental with the construction, operation, or maintenance of sewage distribution lines and shall maintain such easement areas and sewage facilities in good condition. The DISTRICT further agrees and covenants that the DISTRICT shall hold the STATE harmless from any damage suffered by or upon any person or persons or property on the easement areas granted herein.

IN WITNESS WHEREOF, this instrument is being executed in accordance with the action of the South Carolina State Budget and Control Board at its meeting held on the ____ day of _____, 1979.

THE STATE OF SOUTH CAROLINA

By _____
Governor Richard W. Riley

Witness

Witness

Richard W. Riley
Witness

Russell
Witness

JAMES ISLAND PUBLIC SERVICE DISTRICT

By *Gonzalez D. Haddy*
Chairman

ATTORNEY GENERAL OF SOUTH CAROLINA

Daniel R. McLeod
Approved By
Attorney General Daniel R. McLeod

CORRECTION

These easements of right-of-way shall be used solely for the construction, operation, and maintenance of one or more sewage distribution lines, including conduits, manholes, markers, pump or lift stations and other necessary appurtenant sewage distribution facilities, such easements being more particularly described as follows:

- (1) An easement ten (10') feet in width, being five (5') feet on either side of a line, beginning at the mean high water mark on the North side of a tidal creek or ditch known as Wolf Pit Run near the existing treatment plant; thence proceeding South $62^{\circ}05'$ West across said Wolf Pit Run to the mean high water on the South side of said creek or ditch; all as is more fully shown on a Sketch by The Harwood Beebe Co., dated April, 1978 and attached hereto as Exhibit "A".

Together with a thirty (30') foot construction easement extending fifteen (15') feet either side of the above described line during the period of construction. Reference Charleston County TMS 425-6-0.

- (2) An easement ten (10') feet in width, being five (5') feet on either side of a line, beginning at the mean high water mark on the South side of a tidal lake known as Lake St. James and running along the west side of Lake Shores Drive; thence proceeding North $0^{\circ}45'$ West across said tidal creek to the mean high water mark on the west side of said tidal creek; all as is more fully shown on a sketch by The Harwood Beebe Co., dated July, 1978 and attached hereto as Exhibit "B".

Together with a thirty (30') foot construction easement extending fifteen (15') feet either side of the above described line during the period of construction. Reference Charleston County TMS 343-2-0.

- (3) An easement ten (10') feet in width, being five (5') feet on either side of a line, beginning at the mean high water mark on the South side of an unnamed tidal creek or ditch near the northern terminus of Kell Place; all as is more fully shown on a sketch by The Harwood Beebe Co., dated April, 1978 and attached hereto as Exhibit "C".

Together with a thirty (30') foot construction easement extending fifteen (15') feet either side of the above described line during the period of construction. Reference Charleston County TMS 343-13- .

- (4) An easement ten (10') feet in width, being five (5') feet on either side of a line, beginning at the mean high water mark on the South side of an unnamed tidal creek or ditch near the northern terminum of Carpenter Street, thence proceeding North $20^{\circ}27'$ East across said tidal creek or ditch to the mean high water mark on the North side of said creek; all as is more fully shown on a sketch by The Harwood Beebe Co., dated April, 1978 and attached hereto as Exhibit "C".

Together with a thirty (30') foot construction easement extending fifteen (15') feet either side of the above described line during the period of construction. Reference Charleston County TMS 343-13- .

- (5) An easement ten (10') feet in width, being five (5') feet on either side of a line, beginning at the mean high water mark on the North side of an unnamed tidal creek or ditch southwest of the intersection of Canal Street and Lindberg Street; thence proceeding South $2^{\circ}49'$ West across said tidal creek or ditch to the mean high water mark on the South side of said creek or ditch; all as is more fully shown on a sketch by The Harwood Beebe Co., dated April, 1978 and attached hereto as Exhibit "D".

STATE OF SOUTH CAROLINA)	PIPELINE
)	EASEMENTS
COUNTY OF CHARLESTON)	(QUITCLAIM)

THIS EASEMENT, made and entered into this _____ day of _____, 1979, by and between the South Carolina State Budget and Control Board, as grantor, (hereinafter "STATE") and the James Island Public Service District, as grantee, (hereinafter "DISTRICT"):

W I T N E S S E T H

WHEREAS, the DISTRICT is a duly constituted public service district under the laws of South Carolina, organized for the purpose of constructing and maintaining a public water and sewage system within its district, and;

WHEREAS, the DISTRICT proposes to construct and maintain sewage distribution lines within its district, such lines crossing, at certain locations, marshlands lying below the mean high water line, and;

WHEREAS, the STATE is the prima facie owner, in trust, of marshlands lying below the mean high water line, and;

WHEREAS, the STATE is empowered to grant certain rights-of-way or easements through and over marshlands, without compensation, for construction and maintenance of pipelines by agencies or political subdivisions of the State under Section 1-11-90, 1976 S. C. Code of Laws, and

WHEREAS, The DISTRICT is desirous of obtaining certain hereinafter described easements through and over marshlands within its district, and the State considers the granting of such easements to be in the public interest.

NOW, THEREFORE, the STATE, as grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, does hereby remise, release and quitclaim to the DISTRICT, its successors and assigns, right-of-way easements in, to, upon, and over the below described portions of marshlands, such marshlands situate in the County of Charleston and lying below the mean high water line.

Together with a thirty (30') foot construction easement extending fifteen (15') feet either side of the above described line during the period of construction. Reference Charleston County TMS 343-15-0.

- (6) An easement ten (10') feet in width, being five (5') feet on either side of a line, beginning at the mean high water mark on the East side of an unnamed creek near the western terminus of Enoree Lane, thence proceeding South $85^{\circ}52'$ West across said creek to the mean high water mark on the West side of said creek; all as is more fully shown on a sketch by The Harwood Beebe Co., dated April, 1978 and attached hereto as Exhibit "E".

Together with a thirty (30') foot construction easement extending fifteen (15') feet either side of the above described line during the period of construction. Reference Charleston County TMS 425-2-0.

- (7) An easement ten (10') feet in width, being five (5') feet on either side of a line, beginning at the mean high water mark on the South side of an unnamed creek or ditch North of the intersection of Brantley Drive and Folly Road; thence proceeding North $16^{\circ}15'$ West across said creek or ditch to the mean high water mark on the North side of said creek; all as is more fully shown on a sketch by The Harwood Beebe Co., dated April, 1978 and attached hereto as Exhibit "F".

Together with a thirty (30') foot construction easement extending fifteen (15') feet either side of the above described line during the period of construction. Reference Charleston County TMS 425-3-0.

Such areas being composed of marsh and waters below the mean high water elevation at such sites.

The address of the grantor is Division of General Services, 300 Gervais Street, Columbia, South Carolina, 29201; of the grantee, James Island Public Service District, P. O. Box 12140, James Island, South Carolina, 29412.

These above described easements of right-of-way, together with the right of ingress and egress and the right to reconstruct, inspect, alter, improve, or remove such sewage distribution lines shall be in perpetuity provided, however, these easements may be terminated by the STATE, in its discretion, and such interests as the STATE may have shall revert to the STATE, if the DISTRICT, its successors and assigns: (1) quits and abandons all use of such sewage distribution lines and facilities, in which case these easements of right-of-way shall terminate thirty (30) days after the date of such abandonment, or (2) continues an uncorrected violation or breach of the terms of these easements thirty (30) days after a demand by the STATE has been made to correct such violation or breach, provided further, it is understood and agreed that these easements are not to be construed as easements granted to the exclusion of the STATE, or to others later granted a similar right.

The DISTRICT hereby agrees and covenants with the STATE that the DISTRICT, its successors and assigns shall not block or obstruct navigable waters or cause unreasonable adverse impact on fish, wildlife or water quality in its use of the easement areas. The DISTRICT shall use the easement areas solely for purposes incidental with the construction, operation, or maintenance of sewage distribution lines and shall maintain such easement areas and sewage facilities in good condition. The DISTRICT further agrees and covenants that the DISTRICT shall hold the STATE harmless from any damage suffered by or upon any person or persons or property on the easement areas granted herein.

IN WITNESS WHEREOF, this instrument is being executed in accordance with the action of the South Carolina State Budget and Control Board at its meeting held on the ____ day of _____, 1979.

THE STATE OF SOUTH CAROLINA

By _____
Governor Richard W. Riley

Witness

Witness

Richard W. Riley
Witness

Richard W. Riley
Witness

JAMES ISLAND PUBLIC SERVICE DISTRICT

By *Donzale D. Haddy*
Chairman

ATTORNEY GENERAL OF SOUTH CAROLINA

Daniel R. McLeod
Approved By
Attorney General Daniel R. McLeod

The DISTRICT hereby agrees and covenants with the STATE that the DISTRICT, its successors and assigns shall not block or obstruct navigable waters or cause unreasonable adverse impact on fish, wildlife or water quality in its use of the easement areas. The DISTRICT shall use the easement areas solely for purposes incidental with the construction, operation, or maintenance of sewage distribution lines and shall maintain such easement areas and sewage facilities in good condition. The DISTRICT further agrees and covenants that the DISTRICT shall hold the STATE harmless from any damage suffered by or upon any person or persons or property on the easement areas granted herein.

IN WITNESS WHEREOF, this instrument is being executed in accordance with the action of the South Carolina State Budget and Control Board at its meeting held on the 26 day of June, 1979.

William A. McInnis
Witness

Jonna R. Williams
Witness

Kenneth L. Riley
Witness

Russell
Witness

THE STATE OF SOUTH CAROLINA

By Richard W. Riley
Governor Richard W. Riley

JAMES ISLAND PUBLIC SERVICE DISTRICT

By Gonzalo S. Haddy
Chairman

ATTORNEY GENERAL OF SOUTH CAROLINA

Daniel R. McLeod
Approved By
Attorney General Daniel R. McLeod

STATE OF SOUTH CAROLINA

)

)

COUNTY OF RICHLAND

)

PERSONALLY appeared before me DONNA K. WILLIAMS and made oath that he/she saw the within named South Carolina State Budget and Control Board by Governor Richard W. Riley, sign, seal and as their act and deed deliver the within written Pipeline Easements and that he/she along with WILLIAM A. MCINNIS witnessed the execution thereof.

Donna K. Williams

Sworn to before me this 28th
day of June 1979.

James P. Whisenant
Notary Public for South Carolina

My Commission expires: 9-16-84

STATE BUDGET AND CONTROL BOARD

MEETING OF June 26, 1979

EXHIBIT

JUN 26 1979

NO. 05

STATE BUDGET & CONTROL BOARD

Agency: Division of General Services

Subject: Lease/Purchase of Copying Equipment

The Division of General Services advises that the Probation, Parole and Pardon Board has requested authority to enter into a lease/purchase contract covering one Xerox 2400 copier and two sorters at a total cost of \$21,586.69 and that the contract will result in an annual cost avoidance of \$825.48.

Board Action Requested:

The Division of General Services recommends approval of this request.

Staff Comment:

Attachments:

General Services agenda notes

III. Lease Purchase of Copying Equipment

The Probation, Parole and Pardon Board requests authority to enter into a lease purchase contract for one Xerox 2400 copier and two sorters at a total cost of \$21,586.69. This contract will result in an annual cost avoidance of \$825.48.

We recommend approval of this contract.

6/26/79

EXHIBIT

MOTOR VEHICLE MANAGEMENT ACT

STAFF RECOMMENDATIONS

JUN 26 1979

NO. 06

STATE BUDGET & CONTROL BOARD

Budget and Control Board members are no doubt aware of a Concurrent Resolution which is presently pending in the Senate which would have the effect of postponing implementation of the Motor Vehicle Management Act. However, prior to July 1, 1979, the Motor Vehicle Management Division is faced with certain decisions pertaining to five separate areas of operation. These five areas are as follows:

- A. Titles
- B. Decals
- C. Trip Logs
- D. Commuting Charges
- E. Assignment Criteria

The recommendations which follow seem to be in order to insure a smooth implementation of the various aspects of the Motor Vehicle Management Act. However, should the Concurrent Resolution be passed by the General Assembly, the decisions can be modified at the appropriate time.

1. Titles - The Motor Vehicle Management Act calls for the Budget and Control Board to hold titles to virtually all motor vehicles owned by the State. Most of these titles have been obtained from the various agencies and it is recommended that this procedure continue.
2. Decals - Most agencies are proceeding to place decals on all motor vehicles which have not received a specific exemption from the Budget and Control Board. It is recommended that the Motor Vehicle Management Division continue its efforts with respect to the marking of these cars and trucks.
3. Trip Logs - Most agencies which operate sizable motor vehicle fleets are already utilizing trip logs. Since good management procedures dictate that this type of information be kept, it is recommended that the Motor Vehicle Management Division continue to work with these agencies to coordinate the information required for central management purposes with that needed by the agencies themselves. Forms have already been distributed to other agencies of State Government and it is recommended that the Motor Vehicle Management Division continue to require the completion of these documents. Some of the information required in these logs is necessary for the carrying out of the energy program as recommended by the Governor and other information will prove invaluable to any legislative committee which might wish to study the motor vehicle management system.
4. Commuting Charges - With respect to commuting expenses, the Budget and Control Board staff has had and is continuing to have problems developing specific rules and regulations for the following reasons:
 - A. Numerous requests are still pending as to individual cases concerning the applicability of commuting expenses. These must be resolved individually and the process is very time consuming.

- B. Apparently the State will be operating under a continuing appropriation for at least a short time after July 1, 1979, and the reimbursement system for commuting expenses can be extremely clumsy.
- C. Certain decisions have been deferred hoping that the General Assembly would address the question of perquisites (as they pertain to commuting expenses) but this question has not been finalized.
- D. Questions of physical location of motor pool vehicles and distribution points have not yet been resolved.

For the above reasons, it is recommended that the collection of commuting charges be deferred until September 1, 1979.

- 5. Assignment Criteria - It is recommended that the new assignment criteria be strictly applied to all newly-acquired vehicles; however it is further recommended that the Motor Vehicle Management Division receive and evaluate trip logs prior to making an effort to apply the new assignment criteria to motor vehicles previously placed on permanent assignment.

EXHIBIT

JUN 26 1979 NO. 06

STATE BUDGET & CONTROL BOARD

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

EXHIBIT

JUN 26 1979

NO. 07

STATE BUDGET & CONTROL BOARD

I, WILLIAM A. MCINNIS, Secretary to the South Carolina State Budget and Control Board, DO HEREBY CERTIFY:

That the said State Budget and Control Board (the Board) is composed of the following:

His Excellency, Richard W. Riley, Governor and Chairman of the Board;

The Honorable Grady L. Patterson, Jr., State Treasurer;

The Honorable Earle E. Morris, Jr., Comptroller General;

The Honorable Rembert C. Dennis, Chairman of the Senate Finance Committee; and

The Honorable Tom G. Mangum, Chairman of the House Ways and Means Committee.

That due notice of a meeting of the Board, called to be held in Columbia, South Carolina at 10:00 A. M., Tuesday, June 26, 1979, was given to all members in writing, and at least four (4) days prior to said meeting; that all members of said Board were present at said meeting, with the exception of:

None

That at said meeting, a Resolution, of which the attached is a true, correct and verbatim copy, was introduced by Mr. Patterson, who moved its adoption; said motion was seconded by Senator Dennis, and upon the vote being taken and recorded it appeared that the following votes were cast:

FOR MOTION

5

AGAINST MOTION

0

That the Chairman thereupon declared the Resolution unanimously adopted and the original thereof has been duly entered in the permanent records of minutes of meetings of said Board in my custody as its Secretary.

William A. McInnis

Secretary

June 27, 1979

EXHIBIT

JUN 26 1979

NO. 07

STATE BUDGET & CONTROL BOARD

ORIGINAL
6/26/79

A RESOLUTION
OF THE STATE BUDGET AND CONTROL BOARD OF SOUTH CAROLINA
GRANTING APPROVAL TO THE ISSUANCE OF THE \$506,900 SOUTH
CAROLINA STATE HOUSING AUTHORITY HOUSING DEVELOPMENT NOTE,
SERIES 1979A (LORIS PROJECT) AND THE \$33,100 SOUTH CAROLINA
STATE HOUSING AUTHORITY HOUSING DEVELOPMENT NOTE, SERIES
1979B (LORIS PROJECT) BY THE SOUTH CAROLINA STATE HOUSING
AUTHORITY IN ORDER TO FINANCE THE COST OF THE ACQUISITION
AND CONSTRUCTION OF A RENTAL PROJECT LOCATED IN THE TOWN OF
LORIS, IN HORRY COUNTY, SOUTH CAROLINA.

WHEREAS, by Resolution duly adopted by the State Budget
and Control Board of South Carolina (the Board) did approve
the acquisition, construction and plan of financing, both
temporary and permanent, by the South Carolina State
Housing Authority (the Authority) of a rental project (the
Project) in the town of Loris, in Horry County, South
Carolina; and

WHEREAS, such Resolution approved the details of the
temporary financing but only the general plan of the perma-
nent financing inasmuch as all details of the permanent
financing were not then available; and

WHEREAS, the Authority did arrange temporary financing
in order to provide funds for the acquisition of the site
and to pay the cost of the construction of the Project with
The South Carolina National Bank which participated the
construction loan with each of Bankers Trust of South
Carolina, The Citizens and Southern National Bank of South
Carolina and First National Bank of South Carolina; and

WHEREAS, the plan of temporary financing provided that
the said construction loan shall mature June 19, 1979 and
that the Authority shall borrow from the United States of

America Department of Agriculture, Farmers Home Administration (the FmHA) a sufficient sum to pay both the principal and interest then due on the said construction loan; and

WHEREAS, the provisions and requirements of the FmHA loan have now been agreed upon, all of which are contained in the Resolution of the Authority duly adopted December 4, 1978, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Board has received the Resolution of the Authority and its attachments and agrees to approve the action of the Authority and the details of the permanent financing which establish that the obligation of the Authority is limited and shall be paid solely from the revenues derived from the ownership and operation of the Project which revenues have been determined to be sufficient in amount to service the debt of the permanent financing.

BE IT RESOLVED BY THE STATE BUDGET AND CONTROL BOARD OF SOUTH CAROLINA:

Section 1.

After due investigation, the Board finds that the matters recited in the preambles to this Resolution are in all respects true and correct.

Section 2.

Approval is hereby granted to the Authority to effect its plan of financing the Project as herein described by issuing and delivering its \$506,900 South Carolina State Housing Authority Housing Development Note, Series 1979A

(Loris Project) and its \$33,100 South Carolina State Housing Authority Housing Development Note, Series 1979B (Loris Project) and entering into and executing all other loan documents required by FmHA which may include but are not limited to a real estate mortgage on the Project, security agreement and financing statements.

Section 3.

Pursuant to Section 6 of Act 76 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, 1977, the Board does hereby acknowledge receipt of a schedule of the debt service requirements on all outstanding notes and bonds of the Authority which schedule is attached hereto as Exhibit B and further does acknowledge receipt of all other information required to be received by it pursuant to the said Act.

EXHIBIT A

A RESOLUTION

AUTHORIZING THE ISSUANCE OF A \$506,900 SOUTH CAROLINA STATE HOUSING AUTHORITY HOUSING DEVELOPMENT NOTE, SERIES 1979A (LORIS PROJECT) AND A \$33,100 SOUTH CAROLINA STATE HOUSING AUTHORITY HOUSING DEVELOPMENT NOTE, SERIES 1979B (LORIS PROJECT), FOR THE PURPOSE OF FINANCING THE COST OF ACQUISITION AND CONSTRUCTION OF A HOUSING PROJECT IN THE TOWN OF LORIS, HORRY COUNTY, THE STATE OF SOUTH CAROLINA; PROVIDING FOR THE SECURING OF SAID NOTES; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the South Carolina State Housing Authority (the Authority) is authorized and empowered by the provisions of Section 31-3-140, Code of Laws of South Carolina, 1976, and Act No. 76 enacted at the 1977 Session of the South Carolina General Assembly, approved by the Governor May 10, 1977, (collectively, the Act), to acquire, cause to be constructed and operate public rental projects in order to provide decent, safe and sanitary housing accommodations to persons of low income; and to issue its notes or bonds in order to obtain the funds necessary for such purposes; and

WHEREAS, the Authority has determined that a public rental project is required in the County of Horry, South Carolina; and

WHEREAS, the Authority has obtained the approvals required by Section 31-3-150, Code of Laws of South Carolina, 1976, and of the South Carolina State Budget and Control Board for the acquisition, construction and operation by the Authority of a public rental project located in the County of Horry, South Carolina (the Housing); and

WHEREAS, the Authority has determined that the amount necessary to provide for the costs of the acquisition and

construction of the said rental project is \$540,000, which amount has been borrowed from The South Carolina National Bank participating with each of The Citizens and Southern National Bank of South Carolina, First National Bank of South Carolina and Bankers Trust of South Carolina by way of a construction loan secured by a first mortgage on the said rental project; and

WHEREAS, the Authority has received a commitment from the United States Department of Agriculture, Farmers Home Administration (the Government) to loan the Authority \$540,000 in order to provide long term financing for the said rental project, pursuant to which the Authority will issue and the Government will purchase a note payable from revenues derived from the ownership and operation of the Housing (the Revenues) and additionally secured by a mortgage on the said rental project in favor of the Government; and

WHEREAS, it has been determined that the amount now required to finance the cost of the said rental project, including necessary expenses incidental thereto, will require the issuance, sale and delivery of two promissory notes hereinafter designated as:

SOUTH CAROLINA STATE HOUSING AUTHORITY HOUSING DEVELOPMENT NOTE, SERIES 1979A (LORIS PROJECT) (the Series 1979A Note) in the aggregate principal amount of \$506,900 and

SOUTH CAROLINA STATE HOUSING AUTHORITY HOUSING DEVELOPMENT NOTE, SERIES 1979B (LORIS PROJECT) (the Series 1979B Note) in the aggregate principal amount of \$33,100 (collectively, the Note); and

WHEREAS, the \$540,000 aggregate principal amount of the Series 1979A Note and the Series 1979B Note to be issued are to be in substantially the form set forth as Exhibit A and Exhibit B hereto with necessary and appropriate variations, omissions and insertions as permitted or required by this Note Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the South Carolina State Housing Authority, in meeting duly assembled:

1. Application for Loan. The Authority shall apply for and obtain a loan (the Loan) of \$540,000 from the United States of America acting through the Farmers Home Administration, United States Department of Agriculture pursuant to Sections 515(b) and 521(a) of the Housing Act of 1949. The Loan shall be used solely for the specific eligible purposes for which the Loan is approved by the Government, in order to provide rental housing and related facilities for eligible occupants as defined by the Government. Such housing and facilities and the land constituting the site are herein called the Housing.

2. Execution of Loan Instruments. To evidence the Loan the Authority shall issue the Note, signed by its Chairman and attested by its Secretary, with its corporate seal affixed thereto, for the amount of the Loan, payable in installments over a period of forty (40) years, and containing other terms and conditions, prescribed by the Government. To secure the Note and any supplemental

agreement required by the Government, the Chairman and the Secretary are hereby authorized to execute a real estate mortgage, the form of which is set forth as Exhibit C hereto (the Mortgage), prescribed by the Government giving a lien upon the Housing, including an assignment or security interest in the rents and profits as collateral security to be enforceable in the event of any default by the Authority and containing other terms and conditions prescribed by the Government.

The Series 1979A Note shall bear interest on the unpaid principal balance thereof from the date thereof at the rate of eight per centum (8%) per annum. The said principal and interest shall be paid in the following installments on or before the following dates:

\$3,529.00 on August 10, 1979,

\$3,529.00 thereafter on the 10th of each month until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced by the Note, if not sooner paid, shall be due and payable forty (40) years from the date of the Note.

The Series 1979B Note shall bear interest on the unpaid principal balance thereof from the date thereof at the rate of eight and one-fourth per centum ($8\frac{1}{4}\%$) per annum. The said principal and interest shall be paid in the following installments on or before the following dates:

\$237.00 on August 10, 1979,

\$237.00 thereafter on the 10th of each month

until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced by the Note, if not sooner paid, shall be due and payable forty (40) years from the date of the Note.

The Note, together with interest thereon, shall be a limited obligation of the Authority payable by the Authority solely from the Revenues and property securing such Note. The Note does not now and shall never constitute an indebtedness of the State of South Carolina within the meaning of any state constitutional provision or statutory limitation and shall never constitute nor give rise to a pecuniary liability of the State of South Carolina (except to the extent of the Revenues herein pledged) or a charge against its general credit or taxing powers. Neither the members of the Authority nor any person required by the provisions of this Resolution to sign the Note shall be personally liable thereon.

3. Equal Opportunity and Nondiscrimination Provisions. The Chairman and the Secretary are hereby authorized and directed to execute on behalf of the Authority: (a) any undertakings and agreements required by the Government pursuant to Executive Order 11063 regarding nondiscrimination in the use and occupancy of housing; (b) Government Form FmHA 400-1 entitled "Equal Opportunity Agreement" including an "Equal Opportunity Clause;" and (c) Government Form FmHA 400-4 entitled "Nondiscrimination Agreement (Under Title VI, Civil Rights Act 1964)", a copy

of which is attached hereto and made a part hereof, and any other undertakings and agreements required by the Government pursuant to lawful authority.

4. Supervised Bank Account. The proceeds of the Note shall be deposited in a "supervised bank account" as required by the Government. Amounts in the supervised bank account exceeding \$40,000 shall be secured by the depository bank in advance in accordance with U. S. Treasury Department Circular No. 176. As provided by the terms of the agreement creating the supervised bank account, all funds therein shall, until duly expended, collaterally secure the obligations. Withdrawals from the supervised bank account by the Authority shall be made only on checks signed by the Executive Director of the Authority and countersigned by the County Supervisor of the Government and only for the specific Loan purposes approved in writing by the Government. The Authority's share of any liquidated damages or other monies paid by defaulting contractors or their sureties shall be deposited in the supervised bank account to assure completion of the Housing. When all approved items eligible for payment with Loan funds are paid in full, any balance remaining in the supervised bank account shall be applied on the Note as an "extra payment" as defined in the regulations of the Government and the supervised bank account shall be closed.

5. Accounts for Housing Operations and Loan Servicing. The Authority shall establish on its books the

following accounts, which shall be maintained so long as the Loan obligations remain unsatisfied: a General Fund Account; an Operation and Maintenance Account; a Debt Service Account; and a Reserve Account. Funds in said accounts shall be deposited in a bank or banks insured by the Federal Deposit Insurance Corporation, except for any portion invested in readily marketable obligations of the United States as authorized by Section 9 hereof. The Executive Director of the Authority shall execute a fidelity bond, with a surety company approved by the Government, in an amount not less than the estimated maximum amount of such funds to be held in said accounts at any one time. The United States of America shall be named as co-obligee, and the amount of the bond shall not be reduced without the prior written consent of the Government. The Authority in its discretion may at any time establish and utilize additional accounts to handle any funds not covered by the provisions of this Note Resolution.

6. General Fund Account. By the time the Loan is closed the Authority shall deposit in the General Fund Account the amount of \$5,150. All income and revenue from the Housing shall upon receipt be immediately deposited in the General Fund Account. The Authority may also in its discretion at any time deposit therein other funds, not otherwise provided for by this Note Resolution, to be used for any of the purposes authorized in Sections 7, 8 or 9 hereof. Funds in the General Fund Account shall be used

only as authorized in said Sections and, until so used, shall be held by the Authority in trust for the Government as security for the Loan obligations.

7. Operation and Maintenance Account. Not later than the 15th of each month, out of the General Fund Account shall be transferred to the Operation and Maintenance Account sufficient amounts to enable the Authority to pay from the Operation and Maintenance Account the actual, reasonable, and necessary current expenses, for the current month and the ensuing month, of operating and maintaining the Housing not otherwise provided for. Current expenses may include, in addition to expenses occurring or becoming due monthly, monthly accumulations of proportionate amounts for the payment of items which may become due either annually or at irregular intervals, such as taxes, insurance, and normal repair and replacement of furnishings and equipment reasonably necessary for operation of the Housing.

8. Debt Service Account. Each month, immediately after the transfer to the Operation and Maintenance Account provided for in Section 7 hereof or after it is determined that no such transfer is called for, any balance remaining in the General Fund Account, or so much thereof as may be necessary, shall be transferred to the Debt Service Account until the amount in the Debt Service Account equals the amount of the next installment due on the Loan. Funds in the Debt Service Account shall be used only for payments on

the Loan obligations and, until so used, shall be held by the Authority in trust for the Government as security therefor.

9. Reserve Account.

(a) Immediately after each transfer to the Debt Service Account as provided in Section 8, any balance in the General Fund Account shall be transferred to the Reserve Account. Funds in the Reserve Account may be used only as authorized in this Note Resolution and, until so used, shall be held by the Authority in trust as security for the Loan obligations. Transfers at a rate not less than \$4,130 annually shall be made to the Reserve Account until the amount in the Reserve Account reaches the sum of \$41,300 and shall be resumed at any time when necessary, because of disbursement from the Reserve Account, to restore it to said sum.

Of such sum, at least 50 percent (50%) shall be maintained on a cash basis, referred to herein as the "cash reserve." After the cash reserve reaches the required 50 percent (50%) of said sum, all or any portion of the balance of said sum may, at the option of the Authority, consist of an amount, referred to herein as the "prepayment reserve," by which the Authority is "ahead of Schedule" as defined in the regulations of the Government. Funds in the cash reserve shall be deposited in a separate bank account or accounts insured by the Federal Deposit Insurance Corporation or invested in readily marketable obligations of the United States, the earnings on which shall accrue to the Reserve Account.

(b) With the prior consent of the Government, funds in the Reserve Account may be used by the Authority:

(1) To meet payments due on the Loan obligations in the event the amount in the Debt Service is not sufficient for the purpose.

(2) To pay costs of repairs or replacements to the Housing caused by catastrophe or long-range depreciation which are not current expenses under Section 7 hereof.

(3) To make improvements or extensions to the Housing.

(4) For other purposes desired by the Authority which in the judgment of the Government likely will promote the Loan purposes without jeopardizing collectibility of the Loan or impairing the adequacy of the security, or will strengthen the security or will facilitate, improve, or maintain the orderly collectibility of the Loan.

(c) Any amount in the Reserve Account which exceeds the aggregate sum specified in subsection 9(a) hereof and is not agreed between the Authority and the Government to be used for purposes authorized in subsection 9(b) shall be applied promptly on the Loan obligations.

10. Regulatory Covenants. So long as the Loan obligations remain unsatisfied, the Authority shall:

(a) Impose and collect such fees, assessments, rents and charges that the income of the Housing will be sufficient at all times for operation and maintenance of the Housing, payments on the Loan obligations, and maintenance of the accounts herein provided for;

(b) Maintain complete books and records relating to the Housing's financial affairs, cause such books and records to be audited at the end of fiscal year; promptly furnish the Government without request a copy of each audit report, and permit the Government to inspect such books and records at all reasonable times.

(c) If required or permitted by the Government, revise the accounts herein provided for, or establish new accounts, to cover handling and disposition of income from and payment of expenses attributable to the Housing or to any other property securing the Loan obligations, and submit regular and special reports concerning the Housing or financial affairs.

(d) The fiscal year of the Authority shall begin on July 1 and end on June 30 of each year.

(e) Unless the Government gives prior consent:

(1) Not use the Housing for any purpose other than as rental housing and related facilities for eligible occupants.

(2) Not enter into any contract or agreement for improvements or extensions to the Housing or other property securing the Loan obligations.

(3) Not cause or permit voluntary dissolution of the Authority nor merge or consolidate with any other organization, nor cause or permit any transfer or encumbrance of title to the Housing or any part thereof or interest therein, by sale, mortgage, lease, or otherwise.

(4) Not cause or permit the issue or transfer of stock, borrow any money, nor incur any liability aside from current expenses as defined in Section 7 hereof which would have a detrimental effect on the Housing.

(f) Submit for the Housing the following to the Government for prior review not less than thirty (30) days before the effective dates, and for prior approval by the Government:

(1) Annual budgets and operating plans. Such budget shall set forth the considered estimate of expenditures for operation and maintenance of the Housing for the entire ensuing Fiscal Year, and shall include only the reasonable and necessary costs of items payable from the Operation and Maintenance Fund. The amounts thereafter expended from the Operation and Maintenance Fund shall not exceed the amounts reasonably necessary

for operation and maintenance, and no expenditure shall be made, nor any obligation incurred for operation, maintenance and repair in excess of the aggregate amount set forth in such annual budget unless prior thereto, the Authority shall have by resolution found that further expenditures have become necessary for the proper operation and maintenance of the Housing and have by such resolution duly amended the annual budget then in force.

(2) Statements of management policy and practice, including eligibility criteria and implementing rules for occupancy of the Housing.

(3) Proposed rents and charges and other terms of rental agreements with occupants and compensation to employees of the Housing.

(g) If required by the Government, modify and adjust any matters covered by clause (f) of this Section.

(h) Comply with all its agreements and obligations in or under the Note, security instrument, and any related agreement executed by the Authority in connection with the Loan of the Government.

(i) Not alter, amend or repeal without the Government's consent this Note Resolution or the bylaws or articles of incorporation of the Authority, which shall constitute parts of the total contract between

the Authority and the Government relating to the Loan obligations.

(j) Do other things as may be required by the Government in connection with the operation of the Housing or with any of the Authority's operations or affairs which may affect the Housing, the Loan obligations or the security.

(k) Do such other things within its powers under the statutes creating and empowering the Authority as may be reasonably required by the Government in connection with the operation of the Housing or with any of the Authority's operations or affairs which may affect the Housing, the Note or the security therefor.

11. Refinancing of Loan. If at any time it appears to the Government that the Authority is able to obtain a loan upon reasonable terms and conditions to refinance the Loan obligations then outstanding, upon request from the Government the Authority will apply for, take all necessary actions to obtain, and accept such refinancing loan and will use the proceeds for said purpose.

12. General Provisions.

(a) It is expressly understood and agreed that any loan of the Government will be administered subject to the limitations of the authorizing act of Congress and related regulations, and that any rights granted to the Government herein or elsewhere may be exercised by it in its sole and exclusive discretion to carry out

the purposes of the Loan, enforce such limitations, and protect the Government's financial interest in the Loan and the security given therefor.

(b) The provisions of this Note Resolution are representations to the Government to induce the Government to make a loan to the Authority as aforesaid. If the Authority should fail to comply with or perform any provision of this Note Resolution or any requirement made by the Government pursuant to this Note Resolution, such failure shall constitute default as fully as default in payment of amounts due on the Loan obligations. In the event of such failure, the Government at its option may declare the entire amount of the Loan obligations immediately due and payable and, if such entire amount is not paid forthwith, may take possession of and operate the Housing and proceed to foreclose its security, and may enforce all other available remedies.

13. Additional Covenants.

(a) INSURANCE. The Authority agrees that it will at all times keep the Housing insured against all hazards customarily insured against by private companies engaged in similar endeavors, to the full insurable value thereof, in a responsible insurance company authorized and qualified under the laws of South Carolina to assume such risks. Any expense resulting therefrom shall be included in the regular

operating budget of the Housing and paid for from the Operation and Maintenance Fund. All funds received by the Authority from insurance policies may, to the extent necessary, be applied to the repair and replacement of the damaged or destroyed property, but in the event such monies are not so used then the same shall be deposited into the Reserve Fund.

(b) COVENANTS RELATING TO CONDEMNATION. If the Housing or any part thereof be taken or damaged through the exercise of eminent domain power or through the exercise of any right or any obligation on the part of any public authority to purchase the same, or as the result of any agreement between the Authority and said public authority made in lieu of condemnation proceedings, the Authority shall promptly notify the Government of such taking or damaging and of the initiation of any such proceedings with respect to such taking or damaging. Payments for taking or damages shall be jointly payable to the Authority and the Government.

(c) AUTHORIZATION OF MORTGAGE. The Chairman and Secretary of the Authority are hereby authorized and directed to execute, seal and deliver, on behalf of the Authority, the Mortgage in substantially the form attached hereto as Exhibit C. The Chairman of the Authority, however, is hereby authorized, prior to execution and delivery of the Mortgage to make such changes or modifications in the form of such agreement

as may be required or deemed appropriate by him in order to accomplish the purposes of the transactions authorized by this Note Resolution. The execution and delivery of the Mortgage by the Chairman and Secretary of the Authority shall be conclusive evidence of the due execution in accordance with this Note Resolution, on behalf of the Authority, of such instrument which shall thereupon become binding and enforceable against the Authority.

(d) CLOSING DOCUMENTS. The Chairman and Secretary of the Authority are fully empowered and authorized to take such further action and to execute and deliver such closing documents as may be required by the Government and as may be necessary and proper to effect the delivery of the Note in accordance with the terms and conditions herein set forth, and the action of such officers or either of them in executing and delivering any of such documents, in such form as he or they shall approve, is hereby fully authorized.

(e) RESOLUTION CONSTITUTES CONTRACT; MODIFICATIONS AND AMENDMENTS. In consideration of the purchase and acceptance of the Note by the purchaser thereof, this Note Resolution shall for all purposes be deemed to be and shall constitute a contract between the Authority and the holders from time to time of the Note. This Note Resolution may not be modified or amended in any respect without the prior written consent of the holder of the Note.

(f) REPEALING CLAUSE. All Resolutions, or parts thereof, inconsistent herewith be, and the same are hereby, repealed to the extent of such inconsistencies.

(g) SEVERABILITY. If any provision of this Note Resolution shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any Constitution or statute or rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Note Resolution contained, shall not affect the remaining portions of this Note Resolution, or any part thereof.

(h) Any provisions of this Note Resolution may be waived by the Government in its sole discretion, or changed by agreement between the Government and the Authority, after this Note Resolution becomes contractually binding, to any extent such provisions could legally have been foregone, or agreed to in amended form, by the Government initially.

(i) Any notice, consent, approval waiver, or agreement must be in writing.

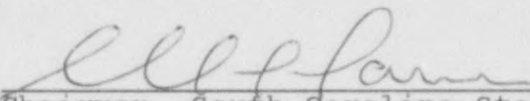
(j) This Note Resolution may be cited in the security instrument and any other instruments or agreement as the "Loris Loan Resolution of December 4, 1978."

(k) The Authority covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Note Resolution, in the Note, in the Mortgage and in all proceedings pertaining thereto. The Authority represents and warrants that it is duly authorized under the Constitution and laws of the State of South Carolina to issue the Note authorized hereby, to adopt this Note Resolution, to execute and deliver the Mortgage, and to pledge the Revenues in the manner and to the extent herein set forth; that all actions on its part for the issuance of the Note will have been duly and effectively taken on or prior to the date of delivery thereof and that the Note in the hands of the holder and owner thereof will be a valid and binding obligation of the Authority in accordance with its terms.

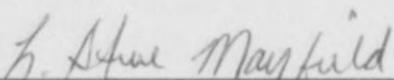
DONE IN MEETING DULY ASSEMBLED this 4th day of
December, A.D. 1978.

SOUTH CAROLINA STATE HOUSING
AUTHORITY

(SEAL)


Chairman, South Carolina State
Housing Authority

Attest:


Secretary, South Carolina State
Housing Authority

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

I, the undersigned, Secretary of the South Carolina State Housing Authority, DO HEREBY CERTIFY that the foregoing is a true, correct and verbatim copy of the Resolution duly adopted by the Commissioners of the South Carolina State Housing Authority at a duly called meeting of said Commissioners on December 4, 1978 at which the following Hugh C. Lane by proxy, Robert V. Mathison, Isaac Washington, Jewel S. Baskin, J. E. Rabley, R. J. Hirsch for the Honorable James B. Edwards and Ronald L. Cobb, constituting a majority of said Commissioners were present and voted unanimously in favor of the adoption thereof.

WITNESS my Hand and Seal of the Commissioners of the South Carolina State Housing Authority, this ____ day of _____, A.D. 1979.

(SEAL)

L. Anne Mayfield
Secretary, South Carolina State
Housing Authority

UNITED STATES DEPARTMENT OF AGRICULTURE

FARMERS HOME ADMINISTRATION

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated _____ between _____

(herein called "Recipient" whether one or more) and the Farmers Home Administration, United States Department of Agriculture, pursuant to the rules and regulations of the Secretary of Labor (herein called the "Secretary") issued under the authority of Executive Order 11246, as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the Farmers Home Administration to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000—unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Farmers Home Administration setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Farmers Home Administration, advising the said labor union or workers' representative of the contractor's commitments under this agreement as required pursuant to section 202(3)— of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor and of any prior authority which remain in effect.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the Farmers Home Administration, Office of Equal Opportunity, U. S. Department of Agriculture, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government Contracts or Federally Assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as provided by Law.
- (g) The contractor will include the provisions of this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each such subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Farmers Home Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Farmers Home Administration, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. To be bound by the provisions of the Equal Opportunity Clause in construction work performed by Recipient and paid for in whole or in part with the aid of such financial assistance.

3. To notify all prospective contractors to file the required 'Compliance Statement', Form FHA 400-6, with their bids.

4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract.

Bid conditions for all nonexempt Federal and Federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.

5. To assist and cooperate actively with the Farmers Home Administration and the Secretary in obtaining the compliance of contractors and subcontractors with the provisions of the Equal Opportunity Clause and the said rules, regulations, and orders, to obtain and furnish to the Farmers Home Administration and the Secretary, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Manpower Utilization Report, Optional Form 66, as required and such other information as they may require for the supervision of such compliance, and to otherwise assist the Farmers Home Administration in the discharge of its primary responsibility for securing compliance.

6. To refrain from entering into any contract, or extension or other modification of a contract, subject to such Executive Order with a contractor debarred from Government contracts or federally assisted construction contracts pursuant to Part II, Subpart D, of such Executive Order or to prior authority; and to carry out such sanctions and penalties for violation of the provisions of the Equal Opportunity Clause as may be imposed upon contractors and subcontractors by the Farmers Home Administration or the Secretary pursuant to such Subpart D.

7. That if Recipient fails or refuses to comply with these undertakings, the Farmers Home Administration may take any or all of the following actions: (a) cancel, terminate, or suspend said financial assistance in whole or in part; (b) refrain from extending any further assistance under the program involved until satisfactory assurance of future compliance has been received from Recipient; and (c) refer the case to the Office of Equal Opportunity, U. S. Department of Agriculture for appropriate action.

Witness the due execution hereof by Recipient on this, the date first above written.

Recipient

Recipient

(CORPORATE SEAL)

Name of Corporate Recipient

Attest:

Secretary

By _____
President

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

NONDISCRIMINATION AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

Date:

Name:

Address:

(herein called "Recipient") in accordance with regulations (herein called "the regulations") of the Farmers Home Administration and the United States Department of Agriculture (herein called "the Department") issued pursuant to Title VI of Civil Rights Act of 1964 and in consideration of a loan or advance made or to be made by the United States of America acting through the Farmers Home Administration (herein called "the Government"), hereby covenants and agrees as follows:

1. Recipient shall comply with all provisions of the regulations and shall not, on the ground of race, color, or national origin --
 - (a) Deny, or cause to be denied, to any person, directly or indirectly, wholly or partially, any service, use, occupancy, financial aid, or other benefit (herein called "benefits") of the whole or any portion of any property, facility, structure, project, service, or activity which, directly or indirectly, wholly or partially, is provided with the aid of the loan or advance (herein called "aided facility or activity"); or
 - (b) treat any person, or cause any person to be treated, differently from any other person with respect to any right or opportunity to participate in the benefits of any aided facility or activity; or
 - (c) subject any person, or cause any person to be subjected, to discrimination in any other manner in connection with any aided facility or activity or the benefits thereof.

It is understood that employment is not within the scope of this agreement.

2. Any transfer of any aided facility or activity, other than personal property, by sale, lease, or other conveyance or contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
3. Recipient shall --
 - (a) Keep such records and submit to the Government such timely, complete, and accurate compliance reports at such times and in such form and containing such information as the Government may determine to be necessary to ascertain Recipient's compliance with this agreement and the regulations; and
 - (b) permit access by authorized employees of the Farmers Home Administration or the Department during normal business hours to such of Recipient's books, records, accounts, and other sources of information and its facilities as may be pertinent to ascertaining such compliance; and
 - (c) make available to users, participants, beneficiaries, and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner, as the Farmers Home Administration or the Department finds necessary to inform such persons of the protection assured them against discrimination.
4. The obligations of this agreement shall continue --
 - (a) As to any real property, including any structure, provided with the aid of the loan or advance, so long as such real property is used for a purpose for which the loan or advance is made or which affords similar services or benefits.
 - (b) As to any personal property provided with the aid of the loan or advance, so long as Recipient retains ownership or possession of the property.
 - (c) As to any other aided facility or activity, until the last advance of funds under the loan or advance has been made.

5. Upon any breach or violation of this agreement the Government may, at its option --

- (a) Terminate or refuse to render or continue financial assistance to Recipient or for the aid of the property, facility, project, service, or activity.
- (b) In case of a loan, accelerate the maturity of the indebtedness.
- (c) Appoint a receiver, or have a receiver appointed, to take possession of and administer the aided facility or activity in order to secure compliance with this agreement and the regulations. For this purpose Recipient hereby appoints the Government its agent and attorney-in-fact with power, in event of such breach or violation, so to take possession of and administer or to appoint such receiver. This appointment is coupled with an interest and shall be irrevocable while the obligations of this agreement continue.
- (d) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof Recipient, on this, the date first above written, has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto set Recipient's hand and seal.

(SEAL)

Attest: _____
(Title)

By _____
(Title)

Recipient

Recipient

Recipient

EXHIBIT A

STATE OF SOUTH CAROLINA
SOUTH CAROLINA STATE HOUSING AUTHORITY
HOUSING DEVELOPMENT NOTE
SERIES 1979A
(LORIS PROJECT)

COUNTY OF HORRY
CASE NO. 46-26-576000286
DATE: JULY 10, 1979

\$506,900

FOR VALUE RECEIVED, the SOUTH CAROLINA STATE HOUSING AUTHORITY, a body politic and corporate and an agency of the State of South Carolina, (herein called the Authority) promises to pay, but solely from the sources hereinafter described, to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called FmHA) at its office in Florence, South Carolina, or at such other place as FmHA may hereafter designate in writing, the principal sum of Five Hundred Six Thousand Nine Hundred (\$506,900) Dollars, plus interest on the unpaid principal balance at the rate of eight percent (8%) per annum. The said principal and interest shall be paid in the following installments on or before the following dates:

\$3,529.00 on August 10, 1979

\$3,529.00 thereafter on the tenth day of
each month,

until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable forty (40) years from the date of this note, and except that

prepayments may be made as provided below. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to the Authority as requested by the Authority and approved by FmHA and interest shall accrue by the Authority and approved by FmHA and interest shall accrue on the amount of each advance from its actual date as shown on the Record of Advances attached hereto.

Every payment made on any indebtedness evidenced by this note shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Authority. Refunds and extra payments, as defined in the regulations of FmHA according to the sources of funds involved, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of the Authority to pay the remaining installments as scheduled herein.

If FmHA at any time assigns this note and insures the payment thereof, the Authority shall continue to make payments to FmHA as collection agent for the holder.

While this note is held by an insured lender, prepayments as above authorized made by the Authority may, at the option of FmHA, be remitted by FmHA to the holder promptly,

or, except for final payment, be retained by FmHA and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by the Authority, except payments retained and remitted by FmHA on an annual installment due date basis, shall be the date of the United States Treasury check by which FmHA remits the payment to the holder. The effective date of any prepayment retained and remitted by FmHA to the holder on an annual installment due date basis shall be the date of the prepayment by the Authority, and FmHA will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount advanced or expended by FmHA for the collection hereof or to preserve or protect any security hereto, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of FmHA shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by the Authority to FmHA without demand. The Authority agrees to use the loan evidenced hereby solely for purposes authorized by FmHA.

The Authority hereby certifies that it is unable to obtain sufficient credit elsewhere to finance the actual needs at reasonable rates and terms, taking into consideration prevailing and cooperative rates and terms in or near

its community for loans for similar purposes and periods of time and that the loan evidenced hereby shall be used solely for the purposes authorized by FmHA.

If at any time it shall appear to FmHA that the Authority may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, the Authority will, at FmHA's request, apply for and accept such loan in sufficient amount to repay FmHA.

Default hereunder shall constitute default under any other instrument evidencing a debt or other obligation of the Authority to FmHA or securing such a debt or other obligation and default under any such other instrument shall constitute default hereunder. Upon any such default, FmHA at its option may declare all or any part of any such indebtedness immediately due and payable.

This note shall be subject to the present regulations of FmHA and to its future regulations not inconsistent with the express provisions hereof.

This note is a limited obligation of the Authority which is an agency of the State of South Carolina with limited statutory powers. This note and all obligations arising hereunder are payable solely from the rents, issues and profits arising and to arise from the projects financed with the proceeds of this note. The faith and credit of the State of South Carolina are not pledged to the payment of this note or other obligations arising hereunder.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced hereby shall not be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise without the written consent of FmHA.

Presentment, protest, and notice are hereby waived.

SOUTH CAROLINA STATE HOUSING AUTHORITY

(SEAL)

BY _____
Chairman

Attest:

H. Spive Mayfield
Secretary

RECORD OF ADVANCES

AMOUNT
\$506,900

DATE
July 10, 1979

PAY TO THE ORDER OF _____

UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION

EXHIBIT B

STATE OF SOUTH CAROLINA
SOUTH CAROLINA STATE HOUSING AUTHORITY
HOUSING DEVELOPMENT NOTE
SERIES 1979B
(LORIS PROJECT)

COUNTY OF HORRY
CASE NO. 46-26-576000286
DATE: JULY 10, 1979

\$33,100

FOR VALUE RECEIVED, the SOUTH CAROLINA STATE HOUSING AUTHORITY, a body politic and corporate and an agency of the State of South Carolina, (herein called the Authority) promises to pay, but solely from the sources hereinafter described, to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called FmHA) at its office in Florence, South Carolina, or at such other place as FmHA may hereafter designate in writing, the principal sum of Thirty Three Thousand One Hundred (\$33,100) Dollars, plus interest on the unpaid principal balance at the rate of eight and one-fourth percent (8 $\frac{1}{4}$ %) per annum. The said principal and interest shall be paid in the following installments on or before the following dates:

\$237.00 on August 10, 1979

\$237.00 thereafter on the tenth day of
each month,

until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable forty (40) years from the date of this note, and except that

prepayments may be made as provided below. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to the Authority as requested by the Authority and approved by FmHA and interest shall accrue by the Authority and approved by FmHA and interest shall accrue on the amount of each advance from its actual date as shown on the Record of Advances attached hereto.

Every payment made on any indebtedness evidenced by this note shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Authority. Refunds and extra payments, as defined in the regulations of FmHA according to the sources of funds involved, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of the Authority to pay the remaining installments as scheduled herein.

If FmHA at any time assigns this note and insures the payment thereof, the Authority shall continue to make payments to FmHA as collection agent for the holder.

While this note is held by an insured lender, prepayments as above authorized made by the Authority may, at the option of FmHA, be remitted by FmHA to the holder promptly,

or, except for final payment, be retained by FmHA and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by the Authority, except payments retained and remitted by FmHA on an annual installment due date basis, shall be the date of the United States Treasury check by which FmHA remits the payment to the holder. The effective date of any prepayment retained and remitted by FmHA to the holder on an annual installment due date basis shall be the date of the prepayment by the Authority, and FmHA will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount advanced or expended by FmHA for the collection hereof or to preserve or protect any security hereto, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of FmHA shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by the Authority to FmHA without demand. The Authority agrees to use the loan evidenced hereby solely for purposes authorized by FmHA.

The Authority hereby certifies that it is unable to obtain sufficient credit elsewhere to finance the actual needs at reasonable rates and terms, taking into consideration prevailing and cooperative rates and terms in or near

its community for loans for similar purposes and periods of time and that the loan evidenced hereby shall be used solely for the purposes authorized by FmHA.

If at any time it shall appear to FmHA that the Authority may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, the Authority will, at FmHA's request, apply for and accept such loan in sufficient amount to repay FmHA.

Default hereunder shall constitute default under any other instrument evidencing a debt or other obligation of the Authority to FmHA or securing such a debt or other obligation and default under any such other instrument shall constitute default hereunder. Upon any such default, FmHA at its option may declare all or any part of any such indebtedness immediately due and payable.

This note shall be subject to the present regulations of FmHA and to its future regulations not inconsistent with the express provisions hereof.

This note is a limited obligation of the Authority which is an agency of the State of South Carolina with limited statutory powers. This note and all obligations arising hereunder are payable solely from the rents, issues and profits arising and to arise from the projects financed with the proceeds of this note. The faith and credit of the State of South Carolina are not pledged to the payment of this note or other obligations arising hereunder.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced hereby shall not be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise without the written consent of FmHA.

Presentment, protest, and notice are hereby waived.

SOUTH CAROLINA STATE HOUSING AUTHORITY

(SEAL)

BY _____
Chairman

Attest:

H. Shue Mayfield
Secretary

RECORD OF ADVANCES

AMOUNT

\$33,100

DATE

July 10, 1979

PAY TO THE ORDER OF _____

UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION

EXHIBIT C

REAL ESTATE MORTGAGE FOR SOUTH CAROLINA

THIS MORTGAGE is made and entered into by South Carolina State Housing Authority residing in Richland County, South Carolina, whose post office address is 2221 Devine Street, Suite 540, Columbia, South Carolina, herein called "Borrower," and:

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by two Promissory Notes dated July 10, 1979, herein collectively called "Note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
July 10, 1979	\$506,900	8%	July 10, 2019
July 10, 1979	\$ 33,100	8½%	July 10, 2019

And the Note evidences a loan to Borrower payable solely from the sources therein set forth and the Government, at any time, may assign the Note and insure the payment thereof pursuant to Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the Note is held

by the Government, or in the event the Government should assign the instrument without insurance of the Note, this instrument shall secure payment of the Note; but when the Note is held by an insured holder, this instrument shall not secure payment of the Note or attach to the debt evidenced thereby, but as to the Note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loans(s) and (a) at all times when the Note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the Note, to secure prompt payment of the Note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the Note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower but which indemnity is limited as set forth in the said Note and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, release, and assign unto

the Government, with general warranty, the following property situated in the State of South Carolina, County of Horry:

All and singular, all that certain piece, parcel or tract of land lying and being in the Town of Loris, Green Sea Township, Horry County, South Carolina, and containing 5.264 acres, which is more particularly shown on a plat of survey prepared for the South Carolina State Housing Authority by Jack F. Davis, R.L.S., dated April 26, 1977, and recorded in Plat Book 63 at page 189, Records of Horry County, reference to which is craved as forming a part and parcel of this deed.

The above tract of land being the identical land conveyed to William R. Worley by Sarah P. Worley by deed dated March 5, 1975, and recorded March 11, 1975, in Deed Book 530 at page 28, Records of Horry County.

This being the same property conveyed to the South Carolina State Housing Authority by deed dated June 19, 1978, and recorded June 19, 1978, in Deed Book 613 at Page 845, Records of Horry County.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

The property described herein was obtained or improved through Federal financial assistance. This property is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the purchaser owns it, whichever is longer.

This instrument also secures the obligations and covenants of Borrower set forth in Borrower's Loris Loan Resolution (Loan Agreement) of December 4, 1978, which is hereby incorporated herein by reference.

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES (provided that Borrower, as an agency of the State of South Carolina with limited statutory powers cannot and does not incur any obligation hereunder which constitutes a general obligation of the State of South Carolina or as to which the State shall have incurred pecuniary liability or a charge against its credit or taxing power and each and every covenant herein made is dischargeable solely from the rents, issues and profits arising or to arise from the projects financed by the Government) as follows:

1. To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the Note by reason of any default by Borrower. At all times when the Note is held by an insured holder, Borrower shall continue to make payments on the Note to the Government, as collection agent for the holder.

2. To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Government.

3. If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

4. Whether or not the Note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the Note.

5. All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the Note and shall be secured hereby. No such advances by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the Note or any indebtedness to the Government secured hereby, in any order the Government determines.

6. To use the loan evidenced by the Note solely for purposes authorized by the Government.

7. To pay when due all taxes, liens, judgments, encumbrances and assessments lawfully attaching to or

assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.

8. To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

9. To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husband-manlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

10. To comply with all laws, ordinances, and regulations affecting the property.

11. To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the Note and any supplementary agreement (whether before or after default,) including but not limited to costs of evidence of title to any survey of the property costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

12. Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive right as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

13. At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

14. The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the Note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability of the Government of Borrower or any other party for payment of the Note or indebtedness secured hereby except as specified by the Government in writing.

15. If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable

rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the Note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

16. Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

17. SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government as its option, with or without notice, may: (a) declare the entire amount unpaid under the Note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as

provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

18. The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the Note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At Foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

19. Borrower agrees that the Government will not be bound by any present or future State Laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of any action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any rights of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government

may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, or descent, dower, and curtesy.

20. If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for him, will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on dwelling relating to race, color, religion, sex or national origin.

21. This instrument shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

22. Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home

Administration, United States Department of Agriculture, at Columbia, South Carolina 29201, and in the case of Borrower to him at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

23. If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provisions or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this _____ day of _____, 19__.

SOUTH CAROLINA STATE HOUSING AUTHORITY

Signed, Sealed, and
Delivered in the presence of:

_____	_____	(SEAL)
Witness	Chairman	
_____	<i>H. Shue Mayfield</i>	(SEAL)
Witness	Secretary	

My Commission expires on _____

Notary Public of South Carolina

EXHIBIT

JUN 26 1979

NO. 08

STATE OF SOUTH CAROLINA State Budget and Control Board

STATE BUDGET & CONTROL BOARD

WHEREAS, it is in the financial interest of the State of South Carolina and in accordance with the intent of the General Assembly, that housing development projects developed by the S. C. State Housing Authority be sold on favorable terms to private owners, in accordance with the statutory powers of the Housing Authority, using customary competitive State bidding procedures, and

WHEREAS, pursuant to customary competitive State bidding procedures, an agreement to sell and the sale of a housing development in the City of Walterboro, S. C., has been consummated by the Authority, and

WHEREAS, further pursuant to bid procedures, the Housing Authority has contracted and intends to sell three other housing developments located in the cities of Ridgeland, Loris and Cowpens:

NOW THEREFORE, be it Resolved that, the State Budget and Control Board hereby confirms and ratifies the sale by the S. C. State Housing Authority to a housing development in the City of Walterboro, S. C. to H. Arthur Sandman (purchaser), dated January 5, 1979; and further authorizes and approves the sale by said Authority of three housing developments owned by it in the cities of Ridgeland, Loris and Cowpens, S. C., to private purchasers upon the terms and conditions contained in the contract of sale documents entered into or to be entered into with authorized private purchasers.

The above Resolution has been adopted by the State Budget and Control Board at its meeting on June 26, 1979.

Requested by:

EXECUTIVE DIRECTOR
South Carolina State Housing Authority

L. Steve Mayfield
L. Steve Mayfield

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

I, WILLIAM A. McINNIS, Secretary to the South Carolina State Budget and Control Board, DO HEREBY CERTIFY:

That the said State Budget and Control Board (the Board) is composed of the following:

His Excellency, Richard W. Riley, Governor and Chairman of the Board;

The Honorable Grady L. Patterson, Jr., State Treasurer;

The Honorable Earle E. Morris, Jr., Comptroller General;

The Honorable Rembert C. Dennis, Chairman of the Senate Finance Committee; and

The Honorable Tom G. Mangum, Chairman of the House Ways and Means Committee.

That due notice of a meeting of the Board, called to be held in Columbia, South Carolina at 10:00 A.M., Tuesday, June 26, 1979, was given to all members in writing, and at least four (4) days prior to said meeting; that all members of said Board were present at said meeting, with the exception of:

None

That at said meeting, a Resolution, of which the attached is a true, correct and verbatim copy, was introduced by Mr. Morris, who moved its adoption; said motion was seconded by Mr. Patterson, and upon the vote being taken and recorded it appeared that the following votes were cast:

FOR MOTION

AGAINST MOTION

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That the Chairman thereupon declared the Resolution unanimously adopted and the original thereof has been duly entered in the permanent records of minutes of meetings of said Board in my custody as its Secretary.

William A. McInnis

Secretary

June 27, 1979

JUN 01 1979

The State of South Carolina



Office of the Attorney General

FRANK K. SLOAN
DEPUTY ATTORNEY GENERAL

WADE HAMPTON OFFICE BUILDING
POST OFFICE BOX 11549
COLUMBIA, S. C. 29211
TELEPHONE 803-758-3970

DANIEL R. MCLEOD
ATTORNEY GENERAL

May 31, 1979

Hon. L. Steve Mayfield
Executive Director
S. C. State Housing Authority
2221 Devine Street, Suite 540
Columbia, S.C. 29205

Dear Steve:

We have further reviewed the matter of the sale of the Walterboro Housing Development by the S. C. State Housing Authority and the proposed sale of the three other developments at Ridgeland, Loris and Cowpens.

While we concur with you that the Authority has the statutory power to purchase and sell real property, it is our opinion that the approval of the State Budget and Control Board for such sales should also be obtained to foreclose any possible question that the complete claim and title of the State has been transferred to the purchaser. The questions leading to this policy arise from the fact that such sales or purchases must, by their nature, involve the acquisition or spending of public funds, for which an accounting must be made to the Board, the State Auditor, the State Treasurer and General Assembly.

This procedure is designed for the protection of both the seller and the buyer, and attorneys representing the buyer regularly request the approval of the Board on real property transactions whether or not the agency has special statutory authority to sell.

Therefore, we would recommend that you present to the Board at its next meeting a resolution in the form attached, confirming the sale of the Walterboro development and approving the prospective sale of the three other housing projects. If you have any further questions concerning this matter, please do not hesitate to call.

Sincerely,

A handwritten signature in cursive script that reads "Frank K. Sloan".

Frank K. Sloan
Deputy Attorney General

FKS/jr
CC: Mr. William T. Putnam
Mr. William A. McInnis
Mr. William Simpson

STATE OF SOUTH CAROLINA
State Budget and Control Board

WHEREAS, it is in the financial interest of the State of South Carolina, and in accordance with the intent of the General Assembly, that housing development projects developed by the S. C. State Housing Authority be sold on favorable terms to private owners, in accordance with the statutory powers of the Housing Authority, and

WHEREAS, an agreement to sell and the sale of a housing development in the City of Walterboro, S.C., has been consummated by the Authority, and

WHEREAS, the Housing Authority has contracted and intends to sell three other housing developments located in the cities of Ridgeland, Loris and Cowpens:

NOW THEREFORE, be it Resolved that, the State Budget and Control Board hereby confirms and ratifies the sale by the S. C. State Housing Authority of a housing development in the City of Walterboro, S.C. to _____ (purchaser), dated _____; and further authorizes and approves the sale by said Authority of three housing developments owned by it in the cities of Ridgeland, Loris and Cowpens, S.C., to private purchasers upon the terms and conditions contained in the contract of sale documents entered into or to be entered into with authorized private purchasers.

The above Resolution has been adopted by the State Budget and Control Board at its meeting on _____, 1979.

EXECUTIVE DIRECTOR

(More detail may be included in this proposed paragraph, if desired.)

South Carolina
State Agency of Vocational Rehabilitation

VOCATIONAL REHABILITATION DEPARTMENT

EXHIBIT

JUN 26 1979

NO. 09

STATE BUDGET & CONTROL BOARD

E. ROY STONE, JR., GREENVILLE
CHAIRMAN

H. L. LAFFITTE, M. D., ALLENDALE
VICE-CHAIRMAN

J. S. DUSENBURY, COLUMBIA
EXECUTIVE OFFICER AND COMMISSIONER



POST OFFICE BOX 4945

301 LANDMARK CENTER, 3600 FOREST DRIVE
COLUMBIA, SOUTH CAROLINA 29240

AGENCY

T. JAMES BELL, Jr., M. D.	HARTSVILLE
HARRY W. FINDLEY	ANDERSON
H. L. LAFFITTE, M. D.	ALLENDALE
DANIEL E. MARTIN	CHARLESTON
JOHN A. MONTGOMERY	COLUMBIA
E. ROY STONE, JR.	GREENVILLE
J. HEWLETTE WASSON	LAURENS

DATE: June 26, 1979

TO: State Budget and Control Board

FROM: State Agency of Vocational Rehabilitation (Board)

SUBJECT: Acquisition of Model 370/145 Computer with Peripheral Equipment

We are requesting permission, in ample time, to exercise the option of the Department of Highways and Public Transportation to purchase the Model 370/145 Computer with peripheral equipment by June 30, 1979. This option to purchase must be exercised by an agency or department of the State of South Carolina in order to take advantage of the maximum amount accrued (75%) toward purchase.

We were not aware of the availability of this opportunity until the early part of this month. The matter was discussed at length during the Agency Board Meeting on June 13.

This equipment can be financed through a third party with matching funds of approximately 65% federal and 35% state funds. However, we are not requesting any additional state funds for this purpose. We are at the present paying \$13,913.16 per month on a rental basis for a Model 370/115 Computer System which is not meeting the needs of the Department. Arrangements can be made where the payments for the components that are replaced by the larger equipment will not be more per month than the present rental basis. A recent check of the maintenance record reveals that the machine has an excellent service history and will provide this Agency with the capacity needed for more than five (5) years.

The Department of Highways and Public Transportation needs to continue usage of this hardware through November 30, 1979, when they are scheduled to receive a larger computer. This lead time will allow the Vocational Rehabilitation Department ample time to prepare for installation. The rent that the Highway Department would be paying during this interim period of time, July 1 - November 30, 1979, would be applied to the indebtedness.

For more pertinent information, please refer to Attachments I and II.

/mrb

SOUTH CAROLINA VOCATIONAL REHABILITATION DEPARTMENT

PURCHASE OF 370/145 COMPUTER

EXHIBIT

JUN 26 1979

NO. 09

BACKGROUND AND COST:

STATE BUDGET & CONTROL BOARD

A Model 370/145 computer which originally cost \$660,160 can now be purchased for only \$77,930 provided a contractual agreement can be signed by June 30, 1979. This computer will be released by the Department of Highways and Public Transportation when they receive a larger computer on November 30, 1979. This lead time would allow the Vocational Rehabilitation Department ample time to prepare for installation of the new computer. The amount accrued through June 30, 1979, by the Department of Highways and Public Transportation for the State of South Carolina is \$495,120 (75% of the original value). It is important to note that if the option to purchase is not exercised by a unit of South Carolina State Government by June 30, 1979, the state will lose \$195,670 since only \$299,450 of the accrual can be retained beyond July 1, 1979.

Peripheral equipment needed by the Vocational Rehabilitation Department can also be obtained from the Department of Highways and Public Transportation. The original price of the peripheral equipment was \$475,319 but it can be purchased for \$144,743 at the same time the computer is purchased.

All of this equipment can be purchased through a third party time purchase agreement with monthly payments no more than the present rental on the Model 370/115 computer and peripheral equipment.

JUSTIFICATION OF NEED:

The Model 370/115 computer used presently by this Department is already being used to the maximum with three shifts per day, but is simply inadequate for our needs. The Model 145 computer now available with peripheral equipment will provide the Department the capacity needed for five to ten years and still provide ample data processing capacity to share with other agencies of State Government.

DEADLINE FOR ACTION:

Action is needed by June 30, 1979, for the State and this Department to take advantage of this unique opportunity to upgrade the needed data processing equipment by utilizing the savings already accrued by the state.

ATTACHMENT II

	<u>Original Price</u>	<u>Accruals June 30, 1979</u>	<u>Price June 30, 1979</u>	<u>Amount Paid by Highway Department July 1-Nov. 30, 1979</u>	<u>Price December 1, 1979</u>
Computer	\$ 660,160	\$495,120	\$165,040	\$ 87,110	\$ 77,930
Peripheral Equipment	<u>475,319</u>	<u>271,653</u>	<u>203,666</u>	<u>58,923</u>	<u>144,743</u>
TOTAL	\$1,135,479	\$766,773	\$368,706	\$146,033	\$222,673*

* Action must be taken by June 30, 1979 for the State to take advantage of this price.

STATE BUDGET AND CONTROL BOARD

MEETING OF June 26, 1979

EXHIBIT

JUN 26 1979

NO. 10

Agency: Grants and Contracts Subcommittee

STATE BUDGET & CONTROL BOARD

Subject: Grant and Contract Requests

The Subcommittee package includes 47 projects involving the following funding:

Federal	\$ 5,254,036
State	884,547
Other	661,620
Total	<u>\$ 6,800,203</u>

Board Action Requested:

Approve recommendations of Subcommittee.

Staff Comment:

Attachments:

Morris June 20, 1979 memorandum to Putnam plus attachments

EXHIBIT

JUN 26 1979

NO. 10

State of South Carolina

State Budget and Control Board

STATE BUDGET & CONTROL BOARD

RICHARD W. RILEY, CHAIRMAN
GOVERNOR
GRADY L. PATTERSON, JR.
STATE TREASURER
EARLE E. MORRIS, JR.
COMPTROLLER GENERAL



Box 12444
Columbia
29211

REMBERT C. DENNIS
CHAIRMAN, SENATE FINANCE COMMITTEE
TOM G. MANGUM
CHAIRMAN, WAYS AND MEANS COMMITTEE

WILLIAM T. PUTNAM
EXECUTIVE DIRECTOR

MEMORANDUM

TO: William T. Putnam, Executive Director
Budget and Control Board

FROM: Earle E. Morris, Jr., Comptroller General
Chairman, Grants and Contracts Subcommittee

DATE: June 20, 1979

The attached project summary is provided for consideration by the Budget and Control Board at the June 26, 1979 meeting. These recommendations for federal programs are provided in compliance with Section 4 of Act 651 of 1978.

There are 47 projects from 18 state agencies who are requesting the following amounts from federal, state and other sources:

Federal Funds -	\$5,254,036
State Matching -	884,547
Other Matching -	<u>661,620</u>
TOTAL	\$6,800,203

(These total federal funds include \$1,910,122 in 22 subcontracts between state agencies.)

The total number of personnel to be hired or retained on these programs is as follows:

New Personnel	Continuing Personnel
Full-Time - 13.25	Full-Time - 163
Part-Time - 7	Part-Time - 2
<u>20.25</u>	<u>165</u>

The Grants and Contracts Subcommittee recommendations for these programs are reflected in column 10 of the attached summary.

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SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: June 12, 1979

State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/ CFDA/ Program Purpose	GCR Unit Recommendation	Remarks
							New	Cont.		B&C Board/ GCR Subcommittee Recommendation	
1 Economic Development & Transportation	9-D15-031	1,115,992	7/1/79 6/30/80	743,995 67%	135,212 12% 131,323C 3,889IK	236,785C 21%	0	9	HUD - 14.203 To strengthen planning and decision making capabilities of chief executives of state & local governments & thereby promote more effective use of the nation's resources.	Approval	Other funds are from local governments.
2 Attorney General's Office	9-E20-004	461,943	7/1/79 6/30/80	317,477 69%	35,278C 7%	109,188 24%	0	22	Subcontract OCJP (LEAA funds) - 16.502 To continue the personnel support for Judicial Circuit Solicitors, providing salaries & fringe benefits for assistant solicitors, investigators & administrative personnel.	Approval	The state's position of the match is from the Gov's. office "Buy-In" appropriation. The remaining match is from the various judicial circuits. This is 3rd year of this project & if continued after this year it must be funded 100% state.
3 Attorney General's Office	9-E20-005	23,244	7/1/79 6/30/80	13,400 58%	4,488 19% 4,338C 150IK	5,356C 23%	0	0	Subcontract OCJP (LEAA) - 16.513 To upgrade the Solicitor's Office by providing financial assistance for the Solicitors & their professional staff members to attend in-service & refresher training courses. This is part of the multi-year comprehensive plan that was submitted to LEAA in 1977 by the Gov's. office.	Approval	3rd year of this project & if continued beyond this year must be funded 100% state.

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: June 12, 1979

DATE: June 12, 1979											
State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/CFDA/ Program Purpose	GCR Unit Recommendation	Remarks
							New	Cont.		B&C Board/ GCR Subcommittee Recommendation	
College of Charleston	9-H15-030	6,900	1/1/80 12/31/80	3,450 50%	3,450IK 50%	0	0	0	S.C. Committee for the Humanities - 45.000 To conduct 3-day symposium on the history of architecture in Charleston; the shifts over the years & how to preserve the rich tradition of the architecture in new construction.	Approval	
5 S.C. State College	9-H24-024	100,000	7/1/78 6/30/80	74,993 75%	25,007IK 25%	0	0	3	Subcontract Dept. of Social Services, Title XX-13.642 Training program to acquaint day care workers with new developmental theory & recent research related to the growth & development of children. Program will concentrate on Title XX day care centers in the low country area of S.C.	Approval	
6 S.C. State College	9-H24-025	28,389	10/1/79 9/30/80	28,389 100%	0	0	0	0	Rehabilitative Services, DHEW Region IV - 13.629 Teaching grant & traineeship in speech pathology & audiology. Program will support a graduate program at a predominantly black institution & will emphasize training to individuals from neglected population.	Approval	Program will provide trainee support for 5 graduate students in speech pathology & audiology.

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: June 12, 1979

DATE: June 12, 1979

State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/CFDA/ Program Purpose	GCR Unit Recommendation B&C Board/ GCR Subcommittee Recommendation	Remarks
							New	Cont.			
7 S.C. State College	9-H24-026	146,638	6/1/80 5/30/81	146,638 100%	0	0	0	3	Nat'l. Inst. of Health, DHEW - 13.375 A continuation of a program to increase the numbers of ethnic minority faculty, students & investigators to engage in biomedical research. Program will support 2 faculty personnel & 8 graduate students.	Approval	
8 USC	9-H27-089	1,840	6/1/79 8/30/79	1,840 100%	0	0	0	0	Subcontract Dept. of Education - 13.000 To develop a videotape presentation to disseminate information about the model McCormick County follow thru program in order to assist the Dept. of Ed. in establishing other follow thru programs in the state	Approval	
9 USC	9-H27-143	87,254	7/1/79 6/30/80	87,254 100%	0	0	0	3.1	Veterans' Admin. - 64.021 Provide training for pharmacists in areas of in-patient & ambulatory care. To develop models for training of undergraduates & graduates in the school of Pharmacy. To also establish a cooperative clinical pharmacy at Greenville & Columbia out patient clinics.	Approval	Program was not included in 79-80 budget request.

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: June 12, 1979

DATE: June 12, 1979											
State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/CFDA/ Program Purpose	GCR Unit Recommendation	Remarks
							New	Cont.		B&C Board/ GCR Subcommittee Recommendation	
10 USC - College of Nursing	9-H27-144	130,686	8/1/79 7/30/80	130,686 100%	0	0	0	0	Bureau of Health Manpower DHEW - 13.358 Training program to enable graduate nurses to matriculate in programs leading to the degree of Master of Nursing. Funds are provided to allow nurses to pursue graduate studies on a full-time basis. Grant provides tuition & fees & a stipend for support.	Approval	
11 USC	9-H27-145	2,100	7/1/79 10/30/79	1,890 90%	210C 10%	0	0	0	Subcontract Gov's. Committee on Criminal Justice-16.516 To provide a 3-day seminar to criminal justice planners, municipal police & sheriffs departments in the state. Workshops will discuss the exemplary projects implemented by 6 S.C. law enforcement agencies.	Approval	10% matching funds are provided by Gov's. Committee on Criminal Justice.
12 USC	9-H27-148	30,550	7/1/79 6/30/80	22,550 74%	8,000IK 26%	0	0	.4	Subcontract S.C. Dept. of Voc. Ed. - 13.493 Program to assist voc. ed. division of S.C. Dept. of Education to provide basic training to student teachers in field of distributive education & provide pre-service & in-service education to teachers to meet needs of disadvantaged & handicapped students.	Approval	Annual award for S.C. Dept. of Ed. to USC College of Ed. to assist in voc. ed. programs.

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: June 12, 1979

DATE: June 12, 1979											
State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/CFDA/ Program Purpose	GCR Unit	Remarks
							New	Cont.		Recommendation B&C Board/ GCR Subcommittee Recommendation	
13 USC - School of Public Health	9-H27-151	66,150	9/1/79 8/31/80	45,924 69%	20,226 31% 19,101IK 1,125C	0	1.5 2T	0	U.S. Office of Ed. FIPSE 13.925 To develop continuing education courses in con- sumer nutrition for health professionals, teachers, day care providers, social workers & counselors whose positions are a positive influence on healthful habits of the public. Courses will be staffed at all 9 campuses of USC. Plans are to train 225 health/human services per- sonnel, 35 agency staff development training per- sonnel & 18 university faculty.	Approval	Program wasn't in- cluded in 79-80 budget request.
14 USC	9-H27-153	178,299	7/1/79 6/30/80	173,102 97%	5,197IK 3%	0	1	0	Office of Human Development, Rehab. Services, DHEW-13.629 Training grant that pro- vides student stipends for 31 doctoral students to be trained as rehabilitation counselors. Stipends are awarded on a need basis with emphasis on minorities & handicapped.	Approval	

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: June 12, 1979

State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/ CFDA/ Program Purpose	GCR Unit Recommendation B&C Board/ GCR Subcommittee Recommendation	Remarks
							New	Cont.			
15 USC	9-H27-154	31,449	9/1/79 8/31/80	12,317 39%	19,132IK 61%	0	.5	0	Office of Human Development Rehab. Services, DHEW-13.629 Planning grant to establish a training program to pro- vide undergraduate students the knowledge, skills & some limited experience necessary to function effec- tively at entry level posi- tions in state Human Ser- vice agencies. Courses will be in the various re- habilitative disciplines, social work, psychology & special education.	Approval	
16 USC - Aiken	9-H31-006	31,451	4/1/79 9/30/79	31,451 100%	0	0	7	0	Subcontract Governor's CETA Consortium - 17.232 To provide funds for 7 employees for 6 months at Aiken regional campuses. Employer must train indi- viduals to improve techni- cal skills in order to en- hance their employability in the labor market.	Conditional Approval	Provided the salaries for all new public service employment (PSE) participants hired by state agencies under CETA Titles II & VI are sufficiently below the \$10,000 ceiling to allow for a cost of living & merit increase annually without aug- mentation of state appropriated funds, without B&C Bd. approval

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: June 12, 1979

DATE: June 12, 1979

State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/CFDA/ Program Purpose	GCR Unit Recommendation	Remarks
							New	Cont.		GCR Subcommittee Recommendation	
17 USC	9-H39-020	26,711	4/1/79 9/30/79	26,711 100%	0	0	0	6	Subcontract Gov's. Office of Manpower - 17,232 CETA An extension of a CETA contract for 6 months which provides new work statements & cost of living raises effective 7/1/79 for 6 employees. Program will provide PSE participants additional training to enable them to improve their economic status.	Conditional Approval	Provided the salaries for all new public service employment (PSE) participants hired by state agencies under CETA Titles II & VI are sufficiently below the \$10,000 ceiling to allow for a cost of living & merit increase annually without augmentation of state appropriated funds, without B&C Board approval.
18 Winthrop	9-H47-031	21,583	7/1/79 6/30/80	5,883 27%	15,700IK 73%	0	0	0	Subcontract S.C. Dept. of Ed. - Office of Voc. Ed. - 13.493 A program which is designed to train office occupation vocational education teachers for teacher certification. Program also provides instructional programs for use by secondary school office occupation programs.	Approval	

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: April 12, 1979

DATE: April 12, 1979

State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/CFDA/Program Purpose	GCR Unit Recommendation	Remarks
							New	Cont.		GCR Subcommittee Recommendation	
19 Winthrop	9-H47-032	27,714	9/1/79 8/30/80	27,714 100%	0	0	1.25	0	Office of Human Development Services, DHEW - 13.648 To develop child welfare curriculum including both classroom instruction & field experience & to test those newly developed courses. Program will be coordinated with DSS in order to provide needed training to improve the child welfare system in S.C.	Approval	
20 Winthrop	9-H47-033	10,000	7/1/79 6/30/80	10,000 100%	0	0	0	0	Office of Human Development DHEW - 13.648 To provide 10 stipend grants of \$1,000 each to seniors who have agreed to take a special child welfare concentration & who will enter the field of child welfare after graduation. Program is coordinated with DSS.	Approval	

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: June 12, 1979

DATE: June 12, 1979

State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/CFDA/ Program Purpose	GCR Unit Recommendation	Remarks
							New	Cont.		B&C Board/ GCR Subcommittee Recommendation	
21 Spartanburg TEC	8-H59-082 Revised	635,929	3/9/79 3/30/82	325,638 51%	0	310,291C 49%	0	0	Appalachian Regional Comm. 23.012 To complete the funding for the construction of a 29,000 sq. ft. learning resource center for Piedmont TEC, encompassing a library, media center, media production & a 300 seat lecture room.	Approval	
22 Spartanburg TEC	9-H59-181	20,605	4/9/79 4/8/80	20,605 100%	0	0	0	2	U.S. Office of Education, DHEW - 13.540 To provide counseling, career determination, tutoring & placement services to the 550 veterans who are enrolled at Spartanburg TEC.	Approval	
23 Piedmont TEC	9-H59-182	35,148	4/9/79 4/8/80	35,148 100%	0	0	0	2	U.S. Office of Education, DHEW - 13.540 To assist eligible veterans by providing counseling, guidance, tutorial services, career determination & placement in employment.	Approval	

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: June 12, 1979

DATE: June 12, 1979

State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/CFDA/ Program Purpose	GCR Unit Recommendation	Remarks
							New	Cont.		B&C Board/ GCR Subcommittee Recommendation	
24 Florence-Darlington TEC	9-H59-183	30,000	4/9/79 4/8/80	30,000 100%	0	0	0	0	U.S. Office of Education, DHEW - 13.540 To provide an outreach program of information to veterans to determine eli- gibility for veterans' benefits & to assist them in obtaining these benefits. After enrollment counseling, tutorial & placement ser- vices are provided.	Approval	
25 Florence-Darlington TEC	9-H59-184	15,000	7/1/79 6/30/80	15,000 100%	0	0	0	0	U.S. Office of Education, DHEW - 13.386 To supplement the nursing program in order to pro- vide better nursing train- ing in School of Nursing.	Approval	
26 ETV	9-H67-031	12,716	6/22/79 5/30/80	12,716 100%	0	0	1	0	Corp. for Public Broadcasting To train a minority for 12 months in the field of cinematography. Rock Hill ETV will receive funds to hire the new employee from Corp. for Public Broadcasting.	Approval	

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: June 12, 1979

DATE: June 12, 1979

State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/CFDA/ Program Purpose	GCR Unit Recommendation	Remarks
							New	Cont.		B&C Board/ GCR Subcommittee Recommendation	
27 ETV	9-H67-032	265,700	12/1/79 11/30/80	150,000 56%	115,700IK 44%	0	0	0	Dept. of Commerce - 11.550 To provide funds to construct an instructional FM radio station to serve Beaufort, Jasper & Colleton counties. Station will serve school children & blind citizens with special programs. Further, a large Spanish migrant worker segment of pop. will be served with special broadcasts in Spanish.	Approval	State in-kind matching funds are an existing t.v. tower in area to be used for transmitting antenna location for new FM radio station.
28 ETV	9-H67-033	510,972	12/1/79 6/30/81	383,229 75%	127,743 25% 28,505IK 99,238C	0	0	0	Dept. of Commerce-11.550 Program to construct a 4 channel closed circuit microwave t.v. system in 8 Georgetown county public schools to improve the basic skills of public school students.	Approval	Cash matching is currently requested in Appropriations Bill 1979-80, Part V, General Fund Appropriations for Surplus.
29 Wil Lou Gray School	9-H71-005	130,000	8/27/79 11/27/79	96,000 74%	34,000C 26%	0	0	0	Coastal Plains Reg. Comm. 28.001 To erect a pre-engineering building for teaching voc. courses, instructing the students in skills that will assist them in securing employment in his/her area of interest & skill. Imperative because very few of the graduates go to post-secondary schools.	Approval	

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: June 12, 1979

DATE: June 12, 1979

State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/CFDA/ Program Purpose	GCR Unit	Remarks
							New	Cont.		B&C Board/ GCR Subcommittee Recommendation	
30 DHEC	9-J04-084	244,243	10/1/79 9/30/80	244,243 100%	0	0	0	14	HEW - 13.268 To provide detection, education & follow-up services to individuals with high blood pressure.	Approval	
31 DHEC	9-J04-085	30,340	10/1/79 9/30/80	30,340 100%	0	0	0	0	U.S. Dept. of Trans. thru Gov's. Highway Safety Pgm. 20.600 To conduct 20 "Crash Victim Extrication Training Courses" under contract with the S.C. Asso. of Rescue Squads.	Approval	\$20,922 were included in 79-80 budget request.
32 DHEC	9-J04-086	452,788	6/4/79 9/30/80	368,503 81%	84,285C 19%	0	0	15	EPA - 66.426 Develop a 20-year water quality management plan in order to restore & maintain the chemical, physical & biological integrity of the state's waters.	Approval	\$177,324 were included in 79-80 budget request.
33 DHEC	9-J04-087	33,763	6/1/79 8/31/79	33,763 100%	0	0	0	0	U.S. Dept. of Agriculture 10.559 To permit & inspect the food preparation facilities of the Dept. of Agriculture Summer Feeding Program.	Approval	This is reimbursement contract & funds received from inspections made by sanitarians paid from state funds will be returned to the General Fund. These funds were not included in 79-80 budget request.

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: June 12, 1979

DATE: June 12, 1979

State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/CFDA/ Program Purpose	GCR Unit Recommendation	Remarks
							New	Cont.		B&C Board/ GCR Subcommittee Recommendation	
34 DHEC	9-J04-088	20,000	10/1/79 9/30/80	15,076 75%	4,924IK 25%	0	0	0	U.S. Dept. of Trans. thru Gov's. Highway Safety Pgm. 20.600 To provide public information & education on the usage of infant restraints thru the use of brochures, posters, radio & t.v. spots, & community organization.	Approval	Matching funds are provided by S.C. Dept. of Highways & Public Transportation. These funds were not included in 79-80 budget request.
35 DHEC	9-J04-089	16,000	10/1/79 9/30/80	16,000 100%	0	0	0	0	U.S. Dept. of Trans. thru Gov's. Highway Safety Pgm. 20.600 To provide intermediate emergency medical technician training to permit better definitive medical care at the scene of an accident & enroute to a hospital.	Approval	These funds were not included in 79-80 budget request.
36 DHEC	9-J04-091	21,000	10/1/79 9/30/80	21,000 100%	0	0	0	0	U.S. Dept. of Trans. thru Gov's. Highway Safety Pgm. 20.600 To conduct 3 advanced (paramedic) emergency medical technician training courses of 25 students each.	Approval	

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: June 12, 1979

DATE: June 12, 1979											
State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/CFDA/ Program Purpose	GCR Unit Recommendation	Remarks
							New	Cont.		B&C Board/ GCR Subcommittee Recommendation	
37 DHEC	9-J04-092	25,000	7/1/79 8/30/80	18,000 72%	7,000C 28%	0	0	0	HEW thru DSS - 13.714 To provide hearing aids & related equipment to eligible medicaid individuals in the state.	Approval	
38 Mental Health	9-J12-020	332,600	10/1/78 9/30/79	202,600 61%	130,000IK 39%	0	5T	4	HEW - 13.210 To support mental health community projects including the film & book library, the summer camp for emotionally disturbed children, inservice training, & planning & evaluation.	Approval	
39 Mental Retardation	9-J16-037	594,826	7/1/79 6/30/80	594,826 100%	0	0	0	35	HEW thru Dept. of Ed. 13.427 Improve the educational programs for handicapped children in areas of self-help skill, communication & motor skills, functional academics & vocational skills at the 4 residentia centers.	Approval	

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: June 12, 1979

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State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/CFDA/ Program Purpose	GCR Unit	Remarks
							New	Cont.		Recommendation B&C Board/ GCR Subcommittee Recommendation	
40 Mental Retardation	9-J16-038	15,014	7/1/78 6/30/80	15,014 100%	0	0	0	0	HEW thru Dept. of Ed. 13.449 To augment the delivery of comprehensive child development service activities designed to provide education & training in the areas of speech & hearing, occupational therapy & physical therapy.	Approval	These funds were not included in 79-80 budget request.
41 Mental Retardation	9-J16-039	57,491	4/1/79 9/30/80	57,491 100%	0	0	0	8	U.S. Dept. of Labor thru CETA Consortium - 17.232 To provide vocational training & placement in competitive employment for the mentally retarded.	Approval	
42 Dept. of Corrections	9-N04-032	386,129	7/1/79 6/30/80	386,129 100%	0	0	0	24.5	HEW thru Dept. of Ed. 13.431 To supplement the educational programs to meet the special needs of disadvantaged youth under age 21 who need to increase their basic academic skills.	Approval	\$378,345 were included in 79-80 budget request.

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: June 12, 1979

DATE: June 12, 1979

State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/CFDA/ Program Purpose	GCR Unit	Remarks
							New	Cont.		Recommendation B&C Board/ GCR Subcommittee Recommendation	
43 Dept. of Corrections	9-N04-033	262,463	7/1/79 6/30/80	170,601 65%	91,862 35% 15,365IK 76,497C	0	0	11	LEAA thru Gov's. Criminal Justice Program - 16.502 To allow exceptional offenders with a first but not more than a second offense for a non-violent crime to reside with a relative or community sponsor where they are employed in work release programs.	Approval	Last yr. of fed. funding. Participants pay a set amount each day generating program income which pays for a portion of parole-type supervision costs. It is hoped that program will one day become self-sustaining.
44 Water Resources	9-P04-006	64,450	9/1/79 4/30/80	64,450 100%	0	0	0	0	Subcontract Coastal Zone Mgmt. thru S.C. Coastal Council - 14.418 To develop regulations for the State Oil & Gas Act of 1977, including the preparation of administrative procedures. This project will deal with drilling & construction standards for oil & gas activities, bonding requirements & safety standards.	Approval	

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: June 12, 1979

DATE: June 12, 1979

State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/CFDA/ Program Purpose	GCR Unit	Remarks
							New	Cont.		Recommendation B&C Board/ GCR Subcommittee Recommendation	
45 Land Resources	9-P08-012	10,000	6/4/79 6/3/80	10,000 100%	0	0	0	2T	Subcontract DHEC (EPA) 66,426 To assist in the preparation of the water quality management plan for S.C. as required in Section 208 of PL 92-500 as enacted by Congress.	Approval	
46 Forestry Commission	9-P12-021	19,133	7/1/79 6/30/80	17,000 89%	2,133IK 11%	0	1	0	U.S. Dept. of Agriculture Forestry Serv. - 10,664 To provide information & advice to forest industries & state institutions in the use of wood as a source of fuel. This will hopefully result in the conversion of boilers in state institutions from fossil fuel to wood fuel.	Approval	
47 Forestry Commission	9-P12-022	30,000	11/1/78 6/15/79	15,000 50%	15,000IK 50%	0	0	1	Subcontract DHEC (EPA) 66,426 To fund a project encompassing the 4 major water quality activities in the state as follows: Model Implementation Project (Anderson County), Non-Point Source Water Pollution Control, dredge & fill activities & the rural clean water program.	Approval	

EXHIBIT

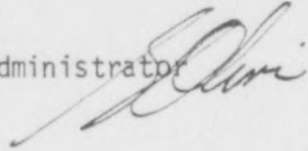
JUN 26 1979

NO. 10

MEMORANDUM

STATE BUDGET & CONTROL BOARD

TO: Mr. William T. Putnam

FROM: G. F. Oliver, Grant Services Administrator 

DATE: June 22, 1979

SUBJECT: Federal programs conditionally approved by Joint Appropriations
Legislative Review Committee

The Joint Appropriations Review Committee at its meeting on June 19, 1979 conditionally approved four University of S. C. projects which requested new positions for the following programs:

<u>State I.D. No.</u>	<u>No. of Positions</u>	<u>Title</u>
9-H27-132	2	Handicapped Personnel Preparation Program
9-H27-134	1	Right to Read Summer Institute
9-H27-136	1	Sex Desegregation Training Program
9-H27-139	3	Handicapped Personnel Education Preservice (Dean's Grant)

The conditional approval was an authorization for the program but denied any new personnel positions on these programs.

The Budget and Control Board's action, however, did not restrict the new positions and therefore it is requested that the Board reconsider their action regarding these programs and concur or nonconcur with the Joint Review Committee.

14
STATE BUDGET AND CONTROL BOARD

MEETING OF June 26, 1979

EXHIBIT

JUN 26 1979

NO. 11

Agency: Executive Director's Office

STATE BUDGET & CONTROL BOARD

Subject: Formal Report on Francis Marion On-campus House for President Project

The purpose of this item is to formally advise the Board that the House-Senate Capital Improvement Bond Review Committee, by a majority vote, agreed to recommend to the Board that the referenced project be disapproved in light of the other needs of the College for educational facilities.

Board Action Requested:

Receive as information.

Staff Comment:

Attachments:

Roddey June 14, 1979 letter to Putnam

FRANK L. RODDEY
SENATOR LANCASTER YORK
AND KERSHAW COUNTIES
SENATORIAL DISTRICT NO. 8
SENATE OFFICE NO. 1

COMMITTEES:
BANKING AND INSURANCE
CORRECTIONS AND PENOLOGY
FINANCE
LABOR, COMMERCE AND INDUSTRY,
Chairman
MEDICAL AFFAIRS



COLUMBIA ADDRESS:
313 GRESSETTE SENATE OFFICE BUILDING
P. O. BOX 142
COLUMBIA, SOUTH CAROLINA 29202
TELEPHONE: 803-758-3884

HOME ADDRESS:
BOX 129
LANCASTER, S. C. 29720

June 14, 1979

Mr. William T. Putnam
Executive Director
State Budget and Control Board
212 Wade Hampton Building
Columbia, South Carolina 29201

Dear Mr. Putnam:

On June 13, 1979, the House-Senate Capital Improvements Bond Review Committee received information that the Budget and Control Board had given tentative approval to the construction of a home for the President of Francis Marion College at an estimated cost of \$293,500.00. This information was received from the Board under previous agreement that the Committee would review all permanent improvement projects of the various agencies and institutions of State government for the purpose of coordinating the funding of such projects.

After a thorough discussion of this proposed construction, the Committee, by a majority vote, agreed to recommend to the Budget and Control Board that this request be denied. This decision was based on the fact that Francis Marion College had submitted requests on state funding of permanent improvements which are presently being considered by this Committee which would require funding from state supported capital improvement bonds. The Committee further determined that approximately one-half of the moneys which would be used for the construction of the President's Home could, at the option of the College, be utilized for educational purposes.

The Committee members strongly believed that the proposed cost of the home is excessive and that a more modest structure would be in order with the cost saving being utilized for purposes directly related to the furtherance of the education of the Francis Marion College students.

With kind regards,

Sincerely,

A handwritten signature in cursive script, reading "Frank L. Roddey".

Frank L. Roddey, Chairman
House-Senate Capital Improvements
Bond Review Committee

FLR:lc
cc: Members, State Budget and
Control Board
Members, House-Senate Capital
Improvements Bond Review Committee

15 STATE BUDGET AND CONTROL BOARD

MEETING OF June 26, 1979

EXHIBIT

JUN 26 1979

NO. 12

Agency: Residential Home Builders Commission

STATE BUDGET & CONTROL BOARD

Subject: Funds Transfer Request

The referenced Commission requests authorization to transfer \$3,275 from classified positions and \$500 from overtime/shift differential to contractual services.

Board Action Requested:

Consider

Staff Comment:

Attachments:

Watkins May 28, 1979 letter to Vaughn (revised) plus attachments



OFFICE OF THE DIRECTOR

SOUTH CAROLINA RESIDENTIAL HOME BUILDERS COMMISSION

2221 DEVINE STREET - SUITE 312
COLUMBIA, SOUTH CAROLINA 29205

OK for Board

CHAIRMAN

MARION GANDY
HARTSVILLE

May 28, 1979

DIRECTOR

JOHN T. WATKINS
TELEPHONE 758-7081

VICE-CHAIRMAN

ROBERT E. ROGERS
COLUMBIA

6/16/79

This is the revised amount
WJW

COMMISSIONERS

MICHAEL J. BURKETT
CHARLESTON

LEVIS GILSTRAP
GREENVILLE

RALPH HARDIN
ANDERSON

CLARENCE W. HOGAN
CLINTON

R. D. WALKER
ANDERSON

Mr. Edgar A. Vaughn
State Auditor
205 Wade Hampton Office Building
Columbia, S. C. 29211

Dear Mr. Vaughn:

We are requesting a transfer of funds based on the following information.

The S. C. Residential Home Builders Commission operates strictly on revenue generated from license fees. To date, for the fiscal year 1978-79 we have deposited \$226,493. Our total budget is \$188,046. We will be turning over approximately \$38,447 at the end of the fiscal year.

We are going to have an overage in the Personal Service area of our budget as follows:

	Budgeted	Spent to date	Funds needed to 6/30	Surplus
Director	21,741	19,958	1,713	69
Classified Positions	70,426	62,174	6,065	2,187
Temporary/Part-time Help	2,379	1,660	0	719
Overtime & Shift Dif.	485	0	0	485
Total				<u>3,460</u>

In addition to the above, we have the following funds on hand in Employee Benefits and Personal Service:

Employee Benefits Compensation Plan Increments	2,292
Additional Appropriations for Personal Service:	
Classified Positions	1,574
Temporary/Part-time Help	74
Overtime/Shift Differential	15
Total	<u>3,955</u>

Therefore, we have a total overage in Personal Service of \$7,415.

Page 2
Mr. Edgar A. Vaughn
May 28, 1979

The reason for this overage is that two new classified positions were not filled as early as planned, and an employee making \$10,978 was replaced in mid-year by an employee making \$9,053.

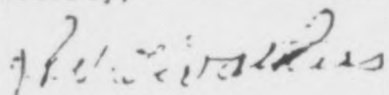
On the other side of the coin, the Contractual Service account was figured too low due to a tremendous increase in consumer complaints against builders, resulting in more investigations and hearings than had been planned for. At present, we have 100 cases under investigation and two more hearings scheduled before July 1, 1979.

Based on the above, we hereby request a \$5,000 transfer from Personal Service to Contractual Services. The funds will be used as follows:

Travel	\$2,000.00	\$2,450.00
Telephone	500.00	230.00
Repairs	100.00	25.00
Commercial Printing	500.00	210.00
In Service Training	40.00	-0-
Copy Machine Maintenance	360.00	360.00
Printing - State	500.00	500.00
Total	\$5,000.00	\$3,775.00


I thank you for your consideration in this matter.

Sincerely,


John T. Watkins
Director

JTW/dw

Above is the bare minimum we can get by with.



State of South Carolina

STATE BUDGET AND CONTROL BOARD

Finance Division

Columbia

Date: June 14, 1979

To the Comptroller General and the State Treasurer:

By unanimous approval of the State Budget and Control Board, the following appropriation transfers are authorized.

Department Residential Home Builders CommissionFiscal Year 1978-1979

Section	Item	Activity and Account	Organization No.	Account No.	Transaction Code	AMOUNT	
						DEBIT	CREDIT
110	1	Classified Positions	S40 04	000000	1106 3429	21601	3,275.00
	2	Contractual Services	S40 04	000000	1106 3433	11601	3,275.00
110	3	Overtime/Shift Differential	S40 04	000000	1106 3432	21601	500.00
	4	Contractual Services	S40 04	000000	1106 3433	11601	500.00
TOTAL						3,775.00	3,775.00

TO DEPARTMENT AND INSTITUTIONS:

This form should be accompanied with a letter indicating fully the necessity of the transfer being requested. No commitment should be made in anticipation of the approval of a transfer.

Date Approved _____

State Auditor _____

SUBMIT ORIGINAL AND THREE (3) COPIES.

STATE BUDGET AND CONTROL BOARD

MEETING OF June 26, 1979

EXHIBIT

JUN 26 1979

NO. 13

Agency: Supreme Court (Court Administration)

STATE BUDGET & CONTROL BOARD

Subject: Payment of Prior Year Expense

Director L. Edmund Atwater requests Board approval to reimburse Attorney Robert L. Kilgo, Jr., the amount of \$731.55 for expenses incurred in a Darlington case. Mr. Atwater further points out that, if approved, the reimbursement to Mr. Kilgo would be paid from the current year appropriation to the Defense of Indigents Program if such funds are available at the end of the fiscal year.

Board Action Requested:

Consider

Staff Comment:

Attachments:

Atwater June 18, 1979 letter to Putnam plus attachments



RECEIVED

JUN 19 1979

BUDGET AND CONTROL BOARD
OFFICE OF EXECUTIVE DIRECTOR

South Carolina Court Administration

South Carolina Supreme Court

Columbia, South Carolina

L. EDMUND ATWATER, III
DIRECTOR

June 18, 1979

P. O. BOX 11788
COLUMBIA, S. C. 29211
(803) 758-2981

Mr. William T. Putnam
Executive Director
Budget and Control Board
Post Office Box 11333
Columbia, South Carolina 29211

Dear Bill:

I am enclosing a xerox copy of various communications and a voucher requesting payment under the Defense of Indigent's Fund for Robert L. Kilgo, Jr., an attorney in Darlington, South Carolina.

As you may know, in Public Defender Counties, we are unable to pay legal fees for assigned counsel, but do pay expenses. The total amount that we would pay, if approved by the Budget and Control Board, would be \$731.55 to reimburse Mr. Kilgo for expenses incurred for the representation. It appears that the voucher was lost in the Office of the Clerk of Court which accounted for Mr. Kilgo not having his voucher submitted to this office within the proper time period of the end of the fiscal year last year.

Since the error was made by the clerk of court, we feel that it creates an undue hardship on the attorney to be forced into absorbing those costs.

We would request, therefore, the approval of the Budget and Control Board to reimburse Mr. Kilgo for the sum of \$731.55 from this year's appropriation to the Defense of Indigent's Program if such funds are available at the end of the fiscal year.

If we may provide further information, please contact me at your convenience.

With kindest personal regards, I remain,

Sincerely,

L. Edmund Atwater, III

LEA/aw
enclosures



South Carolina Court Administration

South Carolina Supreme Court
Columbia, South Carolina

L. EDMUND ATWATER, III
DIRECTOR

P. O. BOX 11788
COLUMBIA, S. C. 29211
(803) 755-2961

April 5, 1979

MEMORANDUM

TO: Chief Justice J. Woodrow Lewis

FROM: L. Edmund Atwater, III

EL

Attached is the Kilgo request for payment. Since the work was completed in the last fiscal year, for us to pay the voucher would require our seeking approval of the Budget and Control Board. If you wish to follow this course, I will be happy to write the Budget and Control Board requesting their permission to pay the claim since it appears to be an error by either the clerk or the judge and not the fault of the attorney.

LEA:be

Attachment

LAW OFFICES
KILGO, ALEXANDER AND KILGO
248 EAST HAMPTON STREET
DARLINGTON, SOUTH CAROLINA 29532

Robert L. Kilgo
O. Allen Alexander
Robert L. Kilgo, Jr.

March 29, 1979

P.O. Box 581
Telephone:
(803) 393-6131

Honorable J. Woodrow Lewis
Chief Justice of the South
Carolina Supreme Court
Darlington County Courthouse
Darlington, South Carolina 29532

Re: The State vs. John Harold Jackson
Criminal Case Number: 77GS16-364

Dear Mr. Chief Justice:

In reference to our conversation of March 28, concerning the above case, I am enclosing the file which I had previously supplied to the Court Administration for payment under the indigent fund.

The original case was completed by an Order of the Supreme Court in early January 1978. At that time I prepared the South Carolina Court Administration DI-1 Form and mailed it to Dan Beasley on January 16, 1978, copy of letter to Mr. Beasley enclosed.

Later in the year, I contacted Mr. Beasley in person concerning the fact that I had not been paid. He informed me that he had completed his duties and had forwarded it either to Judge Spruill or Judge Chandler, probably Judge Chandler since he was in Darlington at that time; that he had not received it back from the Circuit Judge but would try to locate the voucher and send it on to Columbia. He later informed me that he could not locate the voucher in Judge Spruill's office or in Judge Chandler's office and that I would need to prepare a new one. This was done in early December 1978 and on December 20, 1978, Judge Spruill approved the voucher. It was then sent by my letter of December 29, 1978, to the South Carolina Court Administration.


On the enclosed voucher you will note above my signature I state that the date services were completed was June 6, 1978. In fact, that should have been January 6, and I believe that is how it appeared on the original voucher. It was typed incorrectly when typed on the new voucher.

On February 6, 1979, I received a letter from Mr. Atwater's office, Joseph McCullough, refusing to pay the voucher.

Any help that you may be able to do in this matter will be greatly appreciated since the majority of this bill was to R. L. Bryan for preparation of Briefs and only a sum of \$360 was for my fees.

Thanking you, and with kindest regards, I am

Yours respectfully,


Robert L. Kilgo, Jr.

RLK,jr:gm

January 16, 1978

Honorable Dan E. Beasley
Clerk of Court
Darlington County Courthouse
Darlington, South Carolina 29532

Re: The State v. John Harold Jackson

Dear Dan:

I am enclosing my voucher for services rendered in this matter and request that you have this presented to Judge Spruill who was the trial judge for his approval. If you have any questions, please call.

With kindest regards, I am

Yours very truly,

Robert L. Kilgo

RLK:gm

Enclosure

MAXIMUM FEE: \$500.00 on noncapital case
\$750.00 on capital case except in cases brought under Act 177 of 1977
\$500.00 on appeal and post conviction proceeding

NOTICE TO ASSIGNED COUNSEL OR PUBLIC DEFENDER:

Please complete Voucher including FULL NAME AND ADDRESS OF DEFENDANT, and deliver to Clerk of Court. If more than one attorney, submit single Voucher signed by all attorneys. Attorneys retain gold copy.

NOTICE TO CLERK OF COURT:

Please present the Voucher to the Trial Judge for approval. After certification by you, forward this form intact to South Carolina Court Administration, Post Office Box 11788, Columbia, South Carolina 29211. ATTENTION: Defense of Indigents Program.

TIME SHEETS AND COPY OF ORDER OF APPOINTMENT MUST BE ATTACHED FOR ALL FEES.

INCOMPLETE VOUCHERS WILL BE RETURNED.

NOTE: All Vouchers for current fiscal year (July 1 - June 30) must be received in correct form by SCCA no later than August 15.

STATE OF SOUTH CAROLINA) IN THE COURT OF GENERAL SESSIONS
County of Darlington)
) or In the Supreme Court
State v. John Harold Jackson)
Kirkland Correctional Institution)
Columbia, S.C. 29210)
Criminal Case No. 77-GS-16-364)
(Full Name and Address of Defendant, Typed.))

VOUCHER

Pursuant to the Defense of Indigents Act, Act No. 309 of 1969, as amended, claim is hereby made for compensation, or is certification by public defender, for representation of John Harold Jackson charged with Sale of unlawful Drugs.

Hours at \$10 per hour - Out of Court Services \$ 330.00
Hours at \$15 per hour - In-Court Services 30.00
Court Reporter Fees: Orig ☐ Copy ☐ No. of Pages ... \$
Reproduction of Transcript of Record or Briefs 703.25 ✓
Long Distance Telephone Calls 4.50
*Psychiatric Examination
*Expert Witness(es)
*Extraordinary Travel Expenses 170 miles @ 14 cents/mile 23.80
Total Necessary Expenses \$
(Attach copies of all bills with explanation of expenses)

I (did) (did not) seek and obtain part payment from defendant in amount shown below.

Less Amount Paid by Defendant \$

*Attach copy of Order granting prior approval of Court.

TOTAL \$ 1091.55

This is a true and correct statement of my services to the above-named defendant.
Date Services Completed: June 6th, 1978.

s/ Robert L. Kilgo, Jr.
Attorney(s) ☒ Public Defender ☐

Type Name(s) and Address(es)

Robert L. Kilgo, Jr.

P.O. Box 581 Darlington, S.C. 29532

Social Security No. 247-80-0801

I am an employee of the State of South Carolina:
Yes ☐ No ☒

APPROVED:
by: John H. Spruill, Jr.
(Trial Judge)

Fourth
(Court of Circuit)

Date: December 20th, 1978, 19

CERTIFIED:

by: James Beasley
Clerk of Court for Darlington
County (County of Appointment)

Date: December 20th, 1978 19

White and Yellow Copies - Accounting
Pink Copy - SCCA
Gold Copy - Attorney

SCCA DI-1 (8-77)

RECEIVED

JAN 1 1979

SOUTH CAROLINA
COURT ADMINISTRATION

TIME SHEET

RE: JOHN HAROLD JACKSON

	<u>Hours</u>
1. Dictation of correspondence and examination of received correspondence	11.00
2. Examination of file received by this office	3.00
3. Examination of testimony taken at criminal trial at Civil Post Conviction Hearing	2.00
4. Research in reference to this case	6.00
5. Dictation and preparation of proposed Case and Exceptions and Appellant Brief	6.00
6. Travel to Columbia to interview client	5.00
	<hr/> 33.00
7. Travel to Florence to secure Order of Judge Harwell and waiting for Judge Harwell to sign Order while he was in Court	2.00

STATE OF SOUTH CAROLINA,
COUNTY OF DARLINGTON.

IN THE COURT OF COMMON PLEAS

John Harold Jackson,
74430,

Applicant,

-vs-

John R. Martin, Warden,
Central Correctional Institution,

Respondent.

AND

John Harold Jackson,
74430,

Applicant,

-vs-

William D. Leeke,
Director, S. C. Department
of Corrections,

Respondent.

[# 75-GS-16-31 - Roll 9862 AND
75-GS-16-30 - Roll 9863]

ORDER

Upon motion of Robert L. Kilgo, Jr., duly appointed
Attorney for Applicant, it is

ORDERED that Robert L. Kilgo, Jr., Attorney for
Applicant, shall be allowed to travel from the City of Darlington to the
City of Columbia for the purposes of interviewing his client at the
Central Correctional Institution or other institution where the Applicant
may reside so that the Attorney for Applicant can better prepare Applicant's
Appeal to the Supreme Court.

S/ DAVID W. HARWELL, Resident
Judge of the Twelfth Judicial Circuit

July 19, 1977

TRUE COPY
David E. Beasley
Clerk of Court of C. P. & G. J.
Darlington County, S. C.

STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)

AFFIDAVIT

PERSONALLY APPEARED before me ROBERT L.

KILGO, JR., who, first being duly sworn, deposes and says:

1. That both resident judges of the Fourth Judicial Circuit are outside the said Circuit and will be outside the said Circuit for some time.
2. That Florence County being in the Twelfth Judicial Circuit adjoins the said Fourth Judicial Circuit, and, more specifically, Darlington County.
3. That the deponent is the attorney for the applicant, John Harold Jackson, having been appointed by the Honorable J. A. Spruill, Jr., under the Indigent Act.

S/ ROBERT L. KILGO, JR.

SWORN TO and subscribed before

me this 18th day of July, 1977.

S/ Thomas L. Turney (SEAL)
~~CAYLE J. MATTOX~~

Notary Public for South Carolina

My commission expires: ~~10-1-80.~~
1-7-87

Handwritten Signature
Clerk of Court of C. P. & G. S.
Darlington County, S. C.

STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)

IN THE COURT OF COMMON PLEAS

John Harold Jackson 74430,
Applicant,

vs.

J. R. Martin, Warden, Central
Correctional Institution,
Respondent.

and

John Harold Jackson 74430,
Applicant,

vs.

William D. Leeke, Director,
S. C. Dept. of Corrections,
Respondent.

ORDER

Counsel for the Applicant in this matter, John Milling, Esquire, has recently been appointed Assistant Solicitor in Darlington County and for this reason he requests that he be relieved as counsel in the matter. It appearing that such is proper, it is,

ORDERED that John Milling, Esquire be relieved as counsel in the captioned matter and that Robert L. Kilgo, Jr., Esquire be and he hereby is appointed to represent the Applicant herein.

5/
JAMES A. SPRUILL, JR.
Resident Circuit Judge
Fourth Circuit Judge

May 17, 1977.

Cheraw, South Carolina

TRUE COPY.

James A. Spruill, Jr.
Clerk of Court of C. P. & C. S.
Darlington County, S. C.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN RE:

J.C. Duncan,

Petitioner

PETITION

McNAIR GLENN KONDUROS CORLEY
SINGLETERY PORTER & DIBBLE

ATTORNEYS AT LAW

Eighteenth Floor, Banker Trust Tower

Post Office Box 11390

Columbia, S. C. 29211

STATE BUDGET AND CONTROL BOARD

MEETING OF June 26, 1979

EXHIBIT

JUN 26 1979 NO. 14

Agency: Department of Corrections

STATE BUDGET & CONTROL BOARD

Subject: Use of Bond Funds

Commissioner William D. Leeke requests approval of a new permanent improvement project estimated to cost \$50,270 to provide a security fence and guardhouse for the women's center. As proposed, funding for the project would be provided by reducing a Renovations project (N04-032) by a like amount.

Board Action Requested:

Consider

Staff Comment:

Attachments:

Leeke March 5, 1979 letter to Vaughn plus attachments



south carolina
department of corrections

P.O. BOX 21787/4444 BROAD RIVER ROAD/COLUMBIA, SOUTH CAROLINA 29221
TELEPHONE (803) 758-6444
WILLIAM D. LEEKE, Commissioner

March 5, 1979

RECEIVED

MAR 07 1979

STATE AUDITOR'S OFFICE
DIVISION OF ADMINISTRATION

Mr. Edgar A. Vaughn
State Auditor
Post Office Box 11333
Columbia, South Carolina 29211

Re: Security Fence and Guardhouse for the Women's Center

Dear Mr. Vaughn:

The Women's Center has experienced an alarming increase in the number of serious incidents and incoming contraband in the past several months. Recently two correctional officers were seriously injured with a machete when a person came onto the compound.

The Department has one institution, with the exception of our female work release program, to house all female offenders. An increasing number of female inmates coming into our system are younger and with a drug related problem. This type of inmate has very little stability and is a problem to watch.

In addressing this problem, we requested \$50,270 to construct the perimeter fence and guardhouse and fund this from renovations included in Phase II of our Permanent Improvements Plan. This request was not granted since it was considered new construction and not renovations.

Currently the Department has no other funds that could be made available for this construction. Therefore, we would like to resubmit this project for consideration. We also request that Project N04-032-Renovations be reduced by \$50,270 and a new permanent improvements project for \$50,270 be established for the perimeter security fence and guardhouse.

Should you need additional information concerning this, please call me.

Sincerely,

William D. Leeke

WDL:yh

BOARD OF
CORRECTIONS

CLARENCE E. WATKINS
Chairman
Camden, S.C.

EUGENE N. ZEIGLER
Vice Chairman
Florence, S.C.

NORMAN KIRKLAND
Secretary
Bamberg, S.C.

CHARLES C. MOORE
Member
Spartanburg, S.C.

W.M. CROMLEY, JR.
Member
Saluda, S.C.

BETTY M. CONDON
Member
Mt. Pleasant, S.C.

GOV. RICHARD W. RILEY, Member, Ex-Officio, Columbia, S.C.

APPLICATION FOR APPROVAL OF A PERMANENT IMPROVEMENT PROJECT

This is to replace E-1 dated December 20, 1978

DATE June 19, 1979

Institution or Agency SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

Name of Project PERIMETER FENCE AND GUARD HOUSE AT WOMENS CORR. CENTER

Total Estimated Cost \$ 50,270.00

To: State Budget and Control Board

Columbia, South Carolina

In accord with procedures outlined in your "Manual for the Planning and Execution of State Permanent Improvement Projects", your approval of the project described herein is requested.

I. JUSTIFICATION

(The Owner should attach hereto a full and complete resume of facts contributing to the need of this proposed project. The objective should be to provide sufficient information to fully acquaint the Board with conditions, prospective growth and/or other circumstances that led the Owner to propose this particular project.

Copies of studies or surveys, made either by the Owner or by an outside commercial or other firm, should be made available to the Board. Comments should be included concerning any alternative proposals, if any, considered by the Owner).

II. DESCRIPTION OF PROJECT

A. Type (New building, addition to existing building, renovation, alteration, etc.):

SECURITY FENCING (SEE DRAWINGS AND SPECIFICATIONS ATTACHED)

B. Intended Use: TO KEEP CIVILIANS OUT AND INMATES IN

C. If New Construction is Involved:

1. Attach (a) Architect's schematic drawing with facilities labeled.
(b) Outline specifications.
(c) Small scale locality map.
(d) Analysis of Architect's Preliminary Construction Estimate.

2. No. Square Feet:

3. Principal Facilities (No. of stories, rooms, offices, etc.):

D. If renovation and/or alteration of an existing building is involved, attach a statement outlining generally the principal work to be done.

E. If land acquisition is involved, attach a plat of the property, showing general location and acreage. Comment on any problems of acquisition or title that may exist.

F. For any unusual type project, the Owner should confer with the Board in the preparation of this Request, and attach such descriptive data as the Board may require in this particular instance.

RECEIVED
JUN 19 1979
S. C. BUDGET AND
CONTROL BOARD

III. ESTIMATED COST

Site - - - - -	\$	
Grading - - - - -		
Construction - - - - -		45,770.00
Fees - - - - -		
Renovation - - - - -		
Basic Equipment and Supplies - - - - -		
Landscaping - - - - -		
Builder's Risk Insurance - - - - -		
Other (Specify) _____		
Contingencies - - - - -		4,500.00
TOTAL ESTIMATED COST - - - - -	\$	50,270.00

It is further estimated that this project will add \$_____ per year to operation and maintenance costs of this agency.

IV. FINANCING PLAN

A. Funds already in Hand - - - - -	\$	50,270.00
Source: <u>1974 CAPITAL IMPROVEMENT BOND ISSUE</u>		
<u>No4-032 Renovations</u>		
B. Proposed Bond Issue - - - - -		
(If a bond issue is proposed, the Board should be consulted prior to preparation of this application, to determine the details to be submitted herewith).		
C. Other (describe) _____		

TOTAL - - - - -	\$	50,270.00

Has your governing board taken formal action authorizing the submission of this application? _____

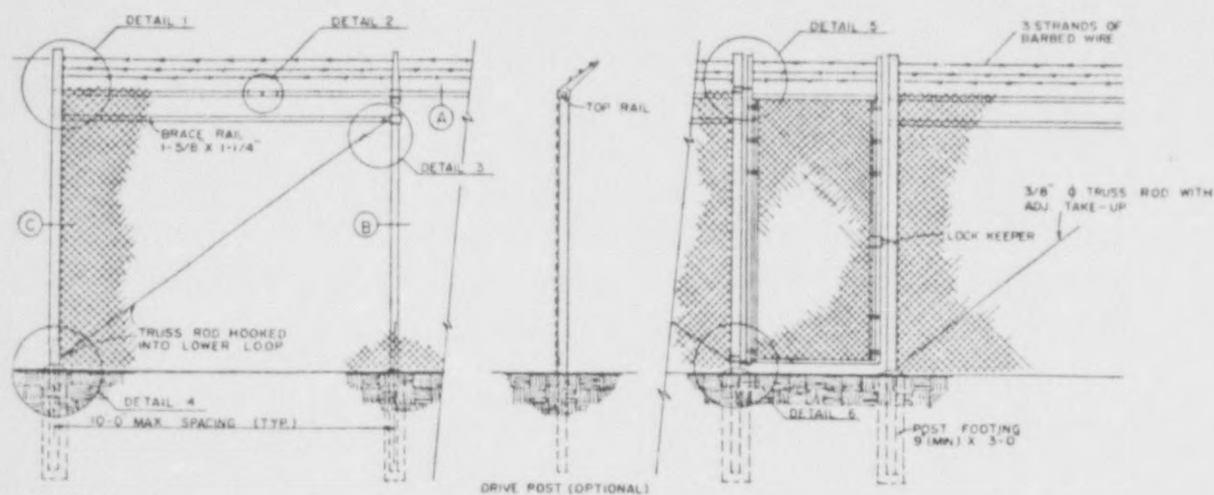
(Signed) William D. Leake (CAL)
Title COMMISSIONER

BOARD'S ACTION

APPROVED: _____
State Auditor

DATE: _____

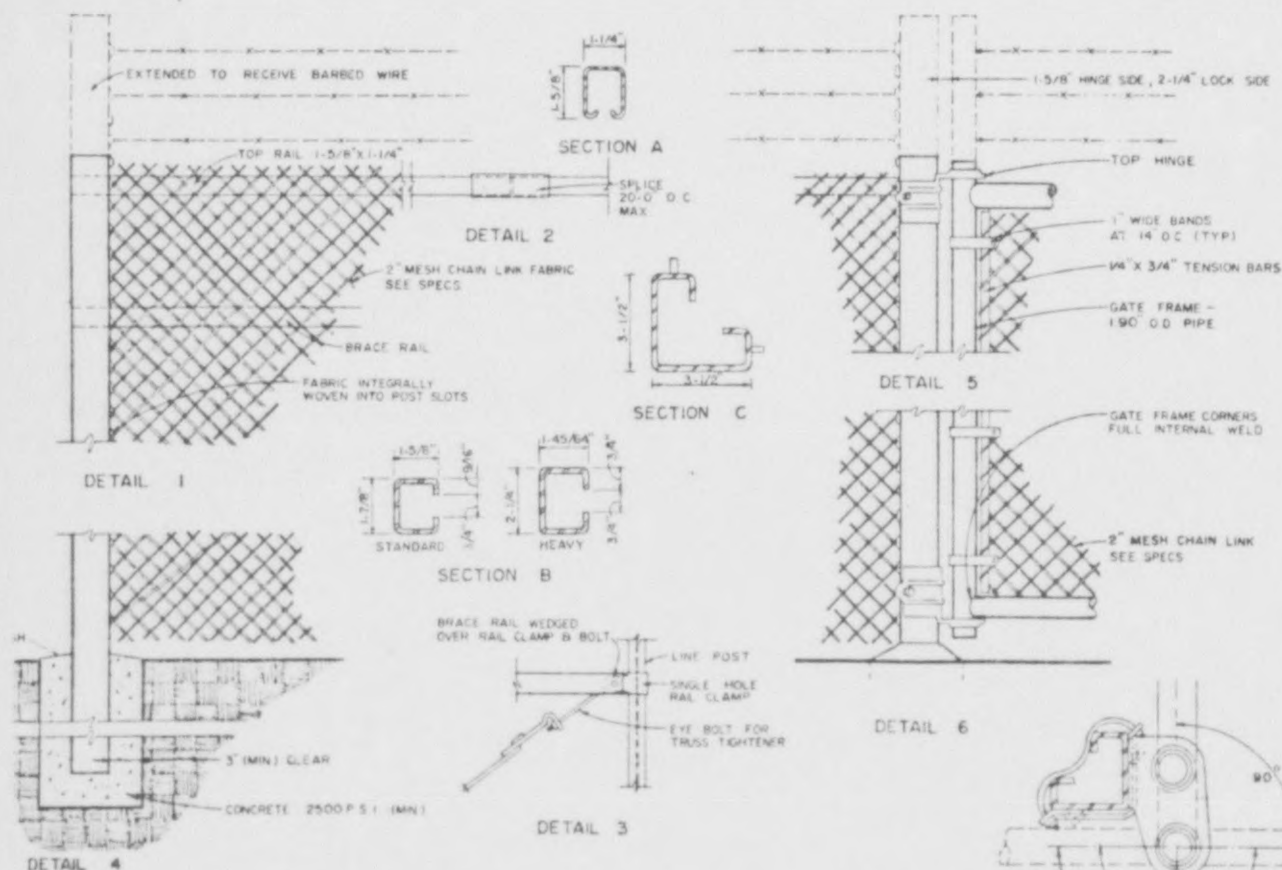
Instruction details



CORNER POST

LINE POST

GATE POST



4800+ L.F. 12 Foot High Fence
3 - 3 Foot Gates
2 - 12 Foot Gates Sliding
1 - 12 Foot Gate Sliding Electric

STATE BUDGET AND CONTROL BOARD

MEETING OF June 26, 1979

EXHIBIT

JUN 26 1979

NO. 15

Agency: Executive Director's Office

STATE BUDGET & CONTROL BOARD

Subject: Procedures Memorandum on Revenue Bond Petitions

This memorandum summarizes the information to be submitted to the Board in support of county petitions to issue industrial, pollution control or hospital revenue bonds and outlines the steps involved in the processing of such petitions. The memorandum incorporates in Paragraph 2(c), relating to financial information to be submitted in cases where the bonds are to be sold privately, the Board's previously adopted rule allowing the submission of an investment letter rather than audited financial information.

Board Action Requested:

Approve

Staff Comment:

Attachments:

Referenced Procedures Memorandum

JUN 26 1979

NO. 15

SUBJECT: County Revenue Bond Issue Petitions

STATE BUDGET & CONTROL BOARD

1. PURPOSE

This memorandum outlines (a) the information to be submitted to the Board in support of county petitions to issue industrial, pollution control or hospital revenue bonds; and (b) the steps involved in the processing of such petitions.

2. DEFINITION AND SCOPE

The referenced petitions relate to the issuance of the following types of revenue bonds pursuant to the 1976 Code sections indicated: industrial (4-29-10, et seq); pollution control (48-3-10, et seq) or hospital (44-7-1410, et seq). The following are required in connection with each request:

- (a) A resolution/ordinance of the county governing body authorizing a petition to the Board along with that body's petition;
- (b) Documents providing for the issuance/securing of the bonds (or drafts thereof in substantially final form);
- (c) Audited financial statements of the entity obligated to pay the bonds covering at least the three prior fiscal years except that, in any case where the bonds are to be sold privately, a representation from the person or institution purchasing the bonds that satisfactory financial information has been provided by that entity and that the bonds are being purchased for investment rather than resale purposes may be submitted in lieu of audited financial statements;
- (d) The required certifications by the Department of Health and Environmental Control shall accompany petitions for the issuance of pollution control and hospital revenue bonds; and
- (e) Copies of the Board resolution to be certified by Board Secretary.

3. ADMINISTRATIVE PROCEDURE

Not less than six days prior to the Board meeting at which a particular petition is proposed to be acted upon, the county or its agent shall so advise the Board Secretary and submit at that time or as soon thereafter as possible the items outlined in 2, above.

Board policy requires that, prior to its approval of a petition (a) the county resolution or ordinance, the petition, the documents providing for the issuance and/or securing of the bonds, the Board resolution and any required certificates shall be reviewed and found legally adequate by the Office of the Attorney General; and (b) that the financial condition of the entity obligated to pay the bonds be reviewed and found satisfactory by the State Auditor or his designee. The financial statements submitted for review are considered part of the Auditor's working papers and are filed accordingly.

When Board approval of any petition has been granted, the Board Secretary shall promptly advise the county or its agent and shall certify copies of the Board resolution evidencing such approval.

The county or its agent shall bear responsibility for the publication of the public notice of the Board's approval of a petition required by law.

Approved by the Budget and Control Board _____.

(19) STATE BUDGET AND CONTROL BOARD

MEETING OF June 26, 1979

EXHIBIT

JUN 26 1979

NO. 16

Agency: Executive Director's Office

STATE BUDGET & CONTROL BOARD

Subject: Policy on Payment of Committee Expenses from Civil Contingent Fund

In Paragraphs (1) and (2) are types of approvals necessary prior to any expenditure from the Civil Contingent Fund. In Paragraph (2) are several positions with regard to committee expenses, namely: (a) it indicates that a blanket approval is in effect in any fiscal year authorizing the payment of direct expenses (travel and per diem) of committees formed by the General Assembly or the Governor after the passage of the Appropriation Act for that fiscal year; (b) it indicates that an amount may be encumbered within the Fund as a reserve against committee expenses during any fiscal year after it has been determined that no other sources of funds have been provided; (c) it takes the position that the direct expenses of gubernatorial appointees to committees formed by the General Assembly may be paid from the Fund when no source of funds for such committees is specified but that when "approved accounts" of the House or Senate are indicated as the funding source for a committee's expenses, all of the committee's expenses including those of gubernatorial appointees, should be paid from those other sources rather than from the Civil Contingent Fund.

Board Action Requested:

Consider adoption.

Staff Comment:

Attachments:

Referenced extract

EXHIBIT

THE CIVIL CONTINGENT FUND

JUN 26 1979

NO. 16

ACCOUNTING GUIDE

STATE BUDGET & CONTROL BOARD

I. INTRODUCTION

The Civil Contingent Fund is an appropriated fund. Unexpended balances lapse at year end except for supplemental appropriations which are usually provided on a carry-forward basis.

The normal provisos to the Appropriations Act require that:

- (a) Expenditures be made only on unanimous approval of the Budget and Control Board to meet emergency and contingent expenses of the State Government.
- (b) The fund cannot be used to increase the salary of any employee.
- (c) The Budget and Control Board shall file with the General Assembly a detailed report of all expenditures.

All expenditures, transfers, or allocations from the fund are approved by the Budget and Control Board prior to being executed. There are two types of approvals:

- (1) Most approvals will be on a case-by-case basis.
- (2) A blanket approval is in effect during any fiscal year for the direct expenses (travel and per diem) of committees formed by the General Assembly or the Governor after the passage of the Appropriation Act for that fiscal year. Creation of such committees and the absence of funding establishes a contingent expense to the government which may be paid upon the approval of the Executive Director, Comptroller General and State Treasurer. An amount may be encumbered from moneys available to the Fund as a reserve against committee expenses during any fiscal year after the Finance Division Budget Development Section verifies that no other sources of funds are available. In addition, it is the Board's policy that the direct expenses of gubernatorial appointees to committees formed by the General Assembly may be paid from the Civil Contingent Fund when no source of funds for such committees is specified. Further, it is the Board's view that, when "approved accounts" of the House or Senate are indicated as the funding source for a committee's expenses, all of the committee's expenses, including those of gubernatorial appointees, should be paid from those sources rather than from the Civil Contingent Fund.

This guide contains the following parts:

- I. CALENDAR OF EVENTS
- II. TRANSACTION GUIDE
- III. POSTING GUIDE
- IV. CHART OF ACCOUNTS
- V. REPORT FORMATS
- VI. DOCUMENT COPIES