

MINUTES OF BUDGET AND CONTROL BOARD MEETING

SEPTEMBER 22, 1976

On September 22, 1976, State Auditor W. T. Putnam completed a telephone poll of the following members of the Budget and Control Board on the item described below:

Governor James B. Edwards
Mr. Grady L. Patterson, Jr.
Mr. Earle E. Morris, Jr.
Senator Rembert C. Dennis
Mr. F. Julian LeaMond

The following item of business was considered:

PARKS, RECREATION AND TOURISM - SELECTION OF ARCHITECT - The

Department of Parks, Recreation and Tourism has requested that the Budget and Control Board approve the selection of a firm for the design development and construction phases necessary to complete additions and alterations to the Barnwell State Park Community Building. The Department has selected the following firms, listed in order of preference:

1. Alexander - Moormann & Associates, Aiken;
2. Timbes & Clark, Architects, Myrtle Beach;
3. Blume, Cannon and Ott, Columbia.

The Board members polled were assured that the required procedure for selecting architects or engineers had been followed in this instance and they unanimously approved the selection of Alexander - Moorman & Associates for the Barnwell State Park Community Building Project.

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

EXHIBIT I
9/22/76



Fred P. Brinkman
Executive Director
(803) 758-2566

September 9, 1976

Mr. William T. Putnam, State Auditor
Office of the State Auditor
205 Wade Hampton Office Building
Post Office Box 11333
Columbia, South Carolina 29211

Dear Mr. Putnam:

Your office has received a request for approval for an architectural contract with the firm of Alexander-Moormann and Associates of Aiken to do the necessary design work to enlarge and renovate the Recreation Building at Barnwell State Park.

It is my understanding that the next meeting of the Budget and Control Board will be held on September 28, 1976 and that this project is scheduled to be on the agenda of this meeting.

If it is feasible to secure approval of this request prior to the regular September 28 meeting of the Board, we would greatly appreciate anything that might be done, since there is a need to complete the Recreation Building as soon as possible.

Please let me know if you have any questions or need any additional information.

Sincerely,

Fred P. Brinkman
Executive Director

FPB:pbs

cc: Speaker Emeritus Solomon Blatt
Mr. Bill Lawrence
Mr. Ray Sisk
Mr. Pearce Thomson

South Carolina Department of Parks, Recreation & Tourism
Box 113, Edgar A. Brown Building • 1205 Pendleton Street • Columbia, South Carolina 29201

The House of Representatives

STATE OF SOUTH CAROLINA

STATE HOUSE

P. O. BOX 11225

Columbia 29211



SOLOMON BLATT
SPEAKER EMERITUS

BARNWELL

August 10, 1976

HOME ADDRESS
BARNWELL, S. C.
29812

Mr. Pearce Thomson
Engineering & Planning Coordinator
S. C. Department of Parks, Recreation & Tourism
Box 113
Columbia, South Carolina 29201

Dear Mr. Thomson:

Thank you very much for your letter of August 9th in connection with the employment of an architect to draw such plans as are necessary to enlarge the Community Hut at the Barnwell State Park.

I appreciate your furnishing me the information and I ask that you keep me advised of developments, hoping that we can get started at the earliest possible moment.

Sincerely,

Solomon Blatt

SB:bhr

The House of Representatives

STATE OF SOUTH CAROLINA

STATE HOUSE

P. O. BOX 11225

Columbia 29211

BARNWELL

July 28, 1976



SOLOMON BLATT
SPEAKER EMERITUS

HOME ADDRESS
BARNWELL, S. C.
29812

Mr. Ray M. Sisk, Director
S. C. Department of Parks, Recreation & Tourism
Box 113
Columbia, South Carolina 29201

Dear Ray:

I am very much concerned about the addition to the Community Hut at the Barnwell State Park. I hope you have the necessary plans and that a contract can be let promptly so that the work can be started by the first of September. If it is not started, then we will have a problem using the Community Hut when cold weather starts and the work must be completed before then, so please call me and come to Barnwell with your architect and let's make plans and let the contract and go to work.

Sincerely,

SB:bhr



September 3, 1976

Mr. W. T. Putnam, State Auditor
S. C. State Auditor's Office
P. O. Box 11333
Columbia, South Carolina 29211

Dear Mr. Putnam:

The S. C. Department of Parks, Recreation and Tourism, Division of State Parks, has advertised and received resumes from twenty-two (22) architects showing interest in the Barnwell State Park Recreation Building additions and alterations. Advertisements were run on August 6 and August 14, 1976 in the following newspapers:

1. THE STATE, Columbia, S. C.
2. THE NEWS AND COURIER, Charleston, S. C.

Certifications from the above listed newspapers showing proof of satisfactory advertisement are enclosed (Enclosures 1 and 2).

The architects responding to the advertisement are as follows:

1. Alexander - Moormann & Associates
218 Newberry Street, S. W.
Aiken, South Carolina 29801
2. Timbes & Clark, Architects
5001 North Kings Highway
Rainbow Harbor, Suite 206
Myrtle Beach, South Carolina 29577
3. Blume, Cannon and Ott
2230 Devine Street
Columbia, South Carolina 29205
4. William Bailey Kauric, AIA
2210 Devine Street
Columbia, South Carolina 29205
5. Paul E. Allen, Architect
731 Santee Avenue
Columbia, South Carolina 29205

5

Mr. W. T. Putnam
September 3, 1976
Page 2

6. Carl G. Baker/Architects
P. O. Box 520
Beaver, Pennsylvania 15009
7. Read Barnes, Architect
155 East Bay Street
Charleston, South Carolina 29401
8. Henry D. Boykin, AIA
605 Monument Square
Camden, South Carolina 29609
9. Bruce Klee Brown
511-B Wilton Street
Greenville, South Carolina 29609
10. Buckley/Maddox/Brown
1001 Bay Street
Beaufort, South Carolina 29902
11. Columbia Architectural Group
P. O. Box 11978
Columbia, South Carolina 29211
12. Design Collaborative
2818 Devine Street
Columbia, South Carolina 29205
13. Gilliland - Bell Associates
P. O. Box 3134
Greenwood, South Carolina 29646
14. Love, Cobb, McElveen Architects, Inc.
Middleborough
Columbia, South Carolina 29204
15. McGinty Associates/Architects
11 Lagoon Road
Hilton Head Island, South Carolina 29928
16. McMillan, Bunes, Townsend & Bowen
Architects - Engineers
P. O. Box 1508
Greenville, South Carolina 29602
17. James D. Miller & Associates
1010 East North Street
Greenville, South Carolina 29601

Mr. W. T. Putnam
September 3, 1976
Page 3

18. Maynard Pearlstine/William Anderson
3106 Devine Street
Columbia, South Carolina 29205
19. Jeffrey Marc Rosenblum, Architect
615 Wesley Drive
Charleston, South Carolina 29407
20. Wilbur Smith and Associates
Bankers Trust Tower
Columbia, South Carolina 29202
21. Robert O. Vickery/Larkin H. Jennings, AIA
Professional Plaza Building
25 Sweetbriar Road
Greenville, South Carolina
22. Westmoreland - McGarity - Pitts
P. O. Box 2685
Spartanburg, South Carolina 29302

From the architectural firms listed above, we selected four (4) firms for interviews with our office. PRT requested each of the four firms to complete the enclosed Architect/Engineer Questionnaire (Enclosure 3) and bring examples of their work to the interview. After interviewing these architects, we have selected, in order of preference, the following:

1. Alexander - Moormann & Associates
218 Newberry Street, S.W.
Aiken, South Carolina 29801
2. Timbes & Clark, Architects
5001 North Kings Highway
Rainbow Harbor, Suite 206
Myrtle Beach, South Carolina 29577
3. Blume, Cannon and Ott
2230 Devine Street
Columbia, South Carolina 29205
4. William Bailey Kauric, AIA
2210 Devine Street
Columbia, South Carolina 29205

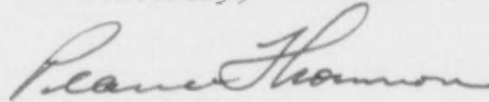
All of the recommended architects have agreed to perform the required services of a percentage of construction cost basis.

Also enclosed is a list of projects undertaken by PRT in the preceding two years (Enclosure 4).

Mr. W. T. Putnam
September 3, 1976
Page 4

The above information is submitted for approval so that we may execute a contract for the Barnwell State Park Recreation Building additions and alterations.

Sincerely,

A handwritten signature in cursive script, reading "Pearce Thomson".

Pearce Thomson
Engineering & Planning Coordinator

BPT/rc1

Enclosures

cc: Mr. Warren T. Player, State Park Planner

**NOTICE TO
ARCHITECTS**

Submission of a resume of qualifications from Architects will be received by the Owners, the South Carolina Department of Parks, Recreation and Tourism, Suite 113, Edgar A. Brown Building, 1205 Pendleton Street, Columbia, South Carolina 29201 until 2:00 P.M. EDT, Friday, August 27, 1976, for the design development and construction phases necessary to fully complete additions and alterations to the Community Building for Barnwell State Park, Barnwell County, South Carolina.
BY: B.P. THOMSON
ENGINEERING &
PLANNING COORDINATOR
DIVISION OF STATE PARKS
SOUTH CAROLINA DEPARTMENT
OF PARKS, RECREATION
AND TOURISM

COLUMBIA NEWSPAPERS, INC.

Publishers of

The State
Mornings and Sunday

AND

The Columbia Record
Evenings

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

Personally appeared before me R. D. Kaminer, Ass't Retail Advertising Mgr.

of **THE STATE**, and makes oath that the advertisement,

Notice to Architects--Additions and Alterations for Community
Building Barnwell State Park

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

August 6, 14, 1976



R. D. Kaminer

Subscribed and sworn to before me
this 16 day of August 1976.

Emma Lee Sandlin Notary Public

The News and Courier

State of South Carolina }
COUNTY OF CHARLESTON }

Personally appeared before me

J. Harris advertising Clerk
of The News and Courier, a newspaper 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 on the following
day(s): August 6, 14, 1976

Subscribed and sworn to
before me this 20th day
of August
A. D. 19 76

J. Harris

Shirley W. Belk
NOTARY PUBLIC, S. C.

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

NOTICE TO ARCHITECTS
Submission of a resume of qualifica-
tions from Architects will be received
by the Owners, the South Carolina
Department of Parks, Recreation and
Tourism, Suite 113, Edgar A. Brown
Building, 1265 Pendleton Street, Co-
lumbia, South Carolina 29201 until 2:00
P.M. EDT, Friday, August 27, 1976, for
the design development and construc-
tion phases necessary to fully com-
plete additions and alterations to the
Community Building for Barnwell
State Park, Barnwell County, South
Carolina.
BY: B. P. THOMSON
ENGINEERING & PLANNING
COORDINATOR
DIVISION OF STATE PARKS
SOUTH CAROLINA DEPARTMENT
OF
PARKS, RECREATION AND TOUR-
ISM

ARCHITECT-ENGINEER QUESTIONNAIRE

DATE: August 30, 1976

1. Firm Name
Alexander-Moormann & Assoc.

2. Established
Year 1969 State S.C.

3. Type of Organization
Individual Corporation Other
Partnership X Joint Venture

4. Former Firm Name(s), if any, and year(s) established
N/A

5. Home Office Business Address and Telephone Number
218 Newberry St. S.W., Aiken, S.C. 29801 803 648-6833

6. Present Branch Office Address

Telephone No.

Name of Person in Charge

None

N/A

7. Principals of firm (Names) Frank E. Alexander
Howard M. Moormann AIA

8. Associate Member of Firm (Names) William C. Walker

9. a. Architects Ed Slaton

KEY PERSONNEL OF FIRM (Names)
d. Structural Engineers

g. Electrical Engineers

b. Landscape Architects

e. Sanitary Engineers

h. Planners

c. Civil Engineers R. DeLozier

f. Mechanical Engineers

i. Other Key Personnel (Indicate specialty)

10.

NUMBER OF PERSONNEL IN YOUR PRESENT ORGANIZATION

Located at

a. Principals & Key Personnel

b. Other Personnel

	Arch (1)	Eng. (2)	Other (3)	Engineers (5) Mech.	(6) Elec.	(7) Civil	(8) other	Drafts- Men (9)	Spec. Writers (10)	Estima- tors (11)	Survey- ors (12)	Bal. ance. (13)	Inspec- tors (14)
Home Office	4	1	1					1					
Branch Office													
Totals	4	1	1					1					

11.

OUTSIDE ASSOCIATES AND CONSULTANTS USUALLY EMPLOYED BY YOUR FIRM

A. CATEGORY

B. Name of Firm or Individual and Address

A. CATEGORY

B. Name of Firm or Individual and Address

Architects

N/A

Landscape
Architects

Civil Engineers

Structural
Engineers

Gene K. King
1315 Pickens St., Columbia, S. C.

Sanitary
Engineers

Mechanical
Engineers

Felkel & Hastings
2740 Devine St. Columbia, S.C.

Electrical
Engineers

Holladay, Coleman & Williams
3106 Devine St., Columbia, S.C.

Planners

Estimators

Other
Consultant
Affiliations

ARCHITECT-ENGINEER QUESTIONNAIRE

DATE: August 30, 1976

1. Firm Name
Alexander-Moormann & Assoc.

2. Established
Year 1969 State S.C.

3. Type of
Organization Individual Partnership ☒ Corporation Joint Venture Other

4. Former Firm Name(s), if any, and year(s) established
N/A

5. Home Office Business Address and Telephone Number
218 Newberry St. S.W., Aiken, S.C. 29801 803 648-6833

6. Present Branch Office Address
None

Telephone No.

Name of Person in Charge

N/A

7. Principals of firm (Names) Frank E. Alexander
Howard M. Moormann AIA

8. Associate Member of Firm (Names) William C. Walker

9. a. Architects Ed Slaton

KEY PERSONNEL OF FIRM (Names)
d. Structural Engineers

g. Electrical Engineers

b. Landscape Architects

e. Sanitary Engineers

h. Planners

c. Civil Engineers R. DeLozier

f. Mechanical Engineers

i. Other Key Personnel (Indicate specialty)

10. NUMBER OF PERSONNEL IN YOUR PRESENT ORGANIZATION

Located at	a. Principals & Key Personnel			b. Other Personnel									
	Arch (1)	Eng. (2)	Other (3)	(5) Mech.	(6) Elec.	(7) Civil	(8) other	Drafts- Men (9)	Spec. Writers (10)	Estima- tors (11)	Survey- ors (12)	Bal. ance. (13)	Inspec- tors (14)
Home Office	4	1	1					1					
Branch Office													
Totals	4	1	1					1					

11. OUTSIDE ASSOCIATES AND CONSULTANTS USUALLY EMPLOYED BY YOUR FIRM

A. CATEGORY B. Name of Firm or Individual and Address

Architects

N/A

Landscape
Architects

Civil Engineers

Structural
Engineers

Gene K. King
1315 Pickens St., Columbia, S. C.

Sanitary
Engineers

A. CATEGORY

B. Name of Firm or Individual and Address

Mechanical
Engineers

Felkel & Hastings
2740 Devine St. Columbia, S.C.

Electrical
Engineers

Holladay, Coleman & Williams
3106 Devine St., Columbia, S.C.

Planners

Estimators

Other
Consultant
Affiliations

FEDERAL HISTORY STATEMENT OF PARTICIPANTS AND ASSOCIATES WITHIN YOUR FIRM

12.

1. Name (Last-first-middle initial)

Alexander, Frank Eugene

Date of Birth (Month-day-year)	Years of Experience	As Principal in this firm	As Principal in other firms.	Other than principal
Feb. 12, 1932	16	7	0	9

Education (College, degree, year, specialization)

Bachelor of Architecture, Clemson Univ.
1960

Membership in Professional Organizations

AIA (American Institute of Architects)
CSI (Construction Specifications Inst.)

Registration (Type, year, State) (Past President)

Architect: South Carolina: 1966-1976 Fla.: 1972
Georgia : 1972-1976 NCARB: 1972

2. Name (Last-first-middle initial)

I Moormann, Howard M.

Date of Birth (Month-day-year)	Years of Experience	As Principal in this firm	As Principal in other firms.	Other than principal
June 18, 1936	15	7	0	8

Education (College, degree, year, specialization)

Bachelor of Architecture, Clemson University

Membership in Professional Organizations

AIA (American Institute of Architects - member of
Executive Board of Directors, S.C. Chapter AIA)

Registration (Type, year, State)

South Carolina, Architect, 1966-1976

3. Name (Last-first-middle initial)

Walker, William C.

Date of Birth (Month-day-year)	Years of Experience	As Principal in this firm	As Principal in other firms.	Other than principal
May 31, 1934	16	Assoc. 1	6	9

Education (College, degree, year, specialization)

Bachelor of Architecture, Clemson Univ.
1960

Membership in Professional Organizations

AIA (Past President of Augusta Chapter)
CSI (Past President)

Registration (Type, year, State)

S.C., Architect, 1965-1976
NCARB - 1976

4. Name (Last-first-middle initial)

Date of Birth (Month-day-year)	Years of Experience	As Principal in this firm	As Principal in other firms.	Other than principal

Education (College, degree, year, specialization)

Membership in Professional Organizations

Registration (Type, year, State)

5. Name (Last-first-middle initial)

Date of Birth (Month-day-year)	Years of Experience	As Principal in this firm	As Principal in other firms.	Other than principal

Education (College, degree, year, specialization)

Membership in Professional Organizations

Registration (Type, year, State)

6. Name (Last-first-middle initial)

Date of Birth (Month-day-year)	Years of Experience	As Principal in this firm	As Principal in other firms.	Other than principal

Education (College, degree, year, specialization)

Membership in Professional Organizations

Registration (Type, year, State)

PRESENT ACTIVITIES ON WHICH YOUR FIRM IS ENGAGED

NAME AND TYPE OF PROJECT	LOCATION	NAME AND ADDRESS OF OWNER	ESTIMATED CONSTRUCTION COST	PERCENT COMPLETED	
				DESIGN	FIELD SUPV.
1. Student Activities Bldg	USC - Aiken Campus	Mr. Bill Casper, USC-A	\$ 1,575,000.00	100%	40
2. Phase II, Aiken TEC	Aiken, S. C.	Ash Little, Director	\$ 2,747,000.00	20%	
3. Valley High School	Aiken, S.C.	Aiken County Board of Ed. (Mr. Ted Willis)	4,000,000.00	15%	
4. Croft House	Aiken, S. C.	Margaret Koch, Exec. Dir P.O. Box 235, Aiken, S.C.	1,100,000.00	10%	
5. Renov. of Civic Center City of New Ellenton	New Ellenton, S. C.	Mayor Carl Langley	31,000.00	100%	
TOTAL NUMBER OF PRESENT PROJECTS:		TOTAL ESTIMATED CONSTRUCTION COST:			

4 COMPLETED WORK ON WHICH YOUR FIRM HAS BEEN ENGAGED

Name and Type of Project	Location	Year Your Work Com- pleted	Name and Address of Owner	Estimated Construction Cost	Constructed (Yes or No)
1. Houndslake C.C.	Aiken, S. C.	1974	Robert Penland Palmetto Fed. Bldg.	\$ 750,000.00	Yes
2. Public Safety Building	City of Aiken, S.C.	1974	City of Aiken, S. C. Roland Windham, Mgr.	616,000.00	Yes
3. H. Odell Weeks Recreation Center	City of Aiken, S.C.	1974	"	541,000.00	Yes
4. Public Works Ctr.	City of Aiken, S. C.	1973	"	461,000.00	Yes
5. National Gd. Arm.	Warrenville, S. C.	1973	S.C. Nat. Gd. Gen. McCready	458,000.00	Yes
6. Dexter Arms Apts.	Aiken, S. C.	1972	Robert Penland	1,100,000.00	Yes
7. Security Federal	North Augusta, S.C.	1973	Mr. Clifton Weeks, Pres.	155,000.00	Yes
TOTAL NUMBER OF COMPLETED PROJECTS:		33	TOTAL ESTIMATED CONSTRUCTION COST:		

\$ 13,342,460

(See attached for complete list of completed projects)

EXHIBITS
OF
COMPLETED
WORK

(See attached resume)

(Please attach resume or photo which PRT may keep on permanent file)

16. What type of contractual agreement would you be will to work under? (Preferably on a percentage of construction cost.)
17. What rates are charged for additional services beyond the contract scope:
- a. Principles time per hour? \$ 37.50
 - b. Employees time at multiple of direct expense? employees' pay rate time 2.5
 - c. Consultants time at multiple of direct expense? Consultant's rate time 1.25
 - d. Mileage rate? None (unless project is of unusual scope)
18. Do you have objections to the original drawings and specifications becoming the property of the State of South Carolina? Only if they are used for other construction without proper compensation.
19. Is you firm in compliance with Federal non-discrimination laws? Yes
20. Do you have any objections to PRT siting structures? No
21. Do you have any objection to PRT assisting in construction inspections and directly receiving and processing requests for payment from the contractor? No, as long as it is perfectly clear who is to issue orders to the contractor, and who is to be primarily in charge of the inspection phase.
22. Name two clients that may be contacted regarding your firm's finished product.
Mr. Robert Penland, owner of Houndslake Country Club, Palmetto Federal Building, Aiken, S.C.
Mr. Roland Windham, City Manager, City of Aiken, S. C.
23. Name two contractors that may be contacted regarding the clarity and completeness of plans and specifications produced by your firm.
Lafaye-Tarrant Construction Co., Columbia, S. C.
Quattlebaum Contractors, Inc., Aiken, S. C.

Note A: In the event spaces provided on the form are not sufficient for entires, additional sheets with appropriate references may be attached

Note B: It will be advantageous for a firm to periodically update the information contained on this form.

<u>PROJECT</u>	<u>ARCHITECT</u>	<u>CONSTRUCTION COST</u>
<u>OCONEE</u> Multi-purpose Building	Neal Architects Greenville, S. C.	\$125,000
<u>SEVERAL PARKS</u> Sewage Plant Renovations	Johnny T. Johnson & Associates West Columbia, S. C.	\$300,000
<u>CHARLES TOWNE LANDING</u> Dome Additions	Jeffrey Rosenblum Charleston, S. C.	NOT COMPLETE
<u>KEOWEE-TOXAWAY</u> Interpretive Center	McMillan, Bunes, Townsend & Bowen Greenville, S. C.	\$320,000
<u>DREHER ISLAND</u> Utilities & Site Work	Wilbur Smith & Associates Columbia, S. C.	NOT COMPLETE
<u>CROFT</u> Swimming Pool Complex	Prather, Thomas, Campbell & Pridgeon Spartanburg, S. C.	NOT COMPLETE
<u>HICKORY KNOB</u> <u>GREENWOOD</u> <u>WOODS BAY</u> Meeting Building Recreation Building Rest Station	Meredith Drakeford & Partner Sumter, S. C.	\$150,000
<u>OCONEE</u> <u>TABLE ROCK</u> Wastewater System	Davis & Floyd, Engineers Greenwood, S. C.	\$500,000
<u>HAMPTON PLANTATION</u> Restoration	Read Barnes, Architect Charleston, S. C.	NOT COMPLETE

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 Second (2nd) day of September in the year of Nineteen
Hundred and Seventy-six (1976)

BETWEEN the Owner: South Carolina Department of Parks, Recreation
and Tourism

and the Architect: Alexander - Moormann & Associates

For the following Project:

(Include detailed description of Project location and scope)

Additions and Alterations to Recreation Building at Barnwell State Park

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 (12%)

~~- Separate Stipulated Sum Construction Contracts -~~

~~- percent (--- %) -~~

~~A Single Cost Plus Fee Construction Contract~~

~~percent (--- %)~~

~~Separate Cost Plus Fee Construction Contract~~

~~percent (--- %)~~

B. *FOR ADDITIONAL SERVICES*, as described in Paragraph 1.3, compensation computed as follows:

1. Principals' time at the fixed rate of ^{Thirty-seven & 50/100} dollars (\$37.50 per hour.
For the purpose of this Agreement, the Principals are:

Frank E. Alexander
Howard M. Moormann

2. Employees' time (other than Principals) at a multiple of
(2.5) times the employees' Direct Personnel Expense as defined in Article 4.

3. Services of Professional consultants at a multiple of
(1.25) times the amount billed to the Architect for such services.

C. AN INITIAL PAYMENT of Five Hundred & No/100 dollars (\$ 500.00)
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
(12) months of the date hereof, the amounts of
compensation, rates and multiples set forth in Paragraph II shall be subject to renegotiation.

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 bids 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 defects 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 duly consented to by the parties hereto 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

This Agreement executed the day and year first written above.

OWNER

S. C. Department of Parks,
Recreation & Tourism

ARCHITECT

Alexander - Moormann & Associates

B. P. Thomson
Engineering & Planning Coordinator

Alexander - Moormann & Associates

23

The House of Representatives

STATE OF SOUTH CAROLINA

STATE HOUSE

P. O. BOX 11225

Columbia 29211



SOLOMON BLATT
SPEAKER EMERITUS

BARNWELL

HOME ADDRESS
BARNWELL, S. C.
29812

September 13, 1976

Mr. William T. Putnam
State Auditor
P. O. Box 11333
Columbia, South Carolina 29211

Dear Mr. Putnam:

Please let me join with Fred Brinkman, the Executive Director of PRT, in asking that you have the Budget & Control Board approve now the appointment of the architects for the work to be done on the Community Hut at the Barnwell State Park.

This work must be commenced soon because the sides of the building and the roof will be torn off and it is too cold in winter for the use of the Hut without heat and enough work can be done before January if the architects are approved at this time so that the building might continue to be used. Please help us and with best wishes.

Sincerely,

SB:bhr

cc: Mr. Fred P. Brinkman
Executive Director
S. C. Department of Parks, Recreation & Tourism
Box 113
Columbia, South Carolina 29201

E N D