

MINUTES OF

Budget and
Control Board
Meeting

January 4, 1979

MINUTES OF BUDGET AND CONTROL BOARD MEETING

JANUARY 4, 1979 2:30 P. M.

The Budget and Control Board met at 2:30 p.m. on Thursday, January 4, 1979 in the Governor's Conference Room with the following members in attendance:

Governor James B. Edwards
Mr. Grady L. Patterson, Jr.
Senator Rembert C. Dennis
Representative Tom G. Mangum

Also attending were Executive Director William T. Putnam, Governor's Administrative Assistant Walter R. Pettiss, State Auditor Edgar A. Vaughn, Jr., Katherine M. Clarke, representing Governor-elect Richard W. Riley, Board Secretary William A. McInnis and Donna K. Williams.

PRESENTATIONS TO GOVERNOR EDWARDS - On behalf of the Budget and Control Board, Mr. Patterson presented the State flag which had been removed from the pole atop the State House at mid-day on this date to Governor Edwards as a token of the Board's appreciation for his service as Governor and as Chairman of the Budget and Control Board.

Grants Services Administrator George F. Oliver presented to Governor Edwards a sketch depicting the Board while considering grant requests.

Governor Edwards responded by expressing his appreciation for the presentations and for the pleasant relationships he had experienced while serving as Board Chairman over the past four years.

MINUTES OF PREVIOUS MEETING - Draft versions of the minutes of meetings held on December 8 and 13, 1978 previously had been furnished to Board members.

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

POLL AGENDA - The five items included on the poll agenda, which are identified as such in these minutes, were approved by the Board without objection.

PARKS, RECREATION AND TOURISM - A&E SELECTION APPROVAL REQUEST

(POLL ITEM 1) - PRT Engineering and Planning Coordinator Pearce Thomson advised the Board that the following firms, listed in preference order, had been selected to design and supervise the construction of a golf course at Hickory Knob State Park:

<u>Firm</u>	<u>Location</u>	<u>Reported State Work in Prior Two Years</u>
(1) Tom Jackson, Inc.	Greenville	-0-
(2) George W. Cobb	Greenville	-0-
(3) Rees Jones, Inc.	Montclair, NJ	-0-

After being advised that the required selection procedure had been followed, the Budget and Control Board without objection approved the selection of Tom Jackson, Inc., for the Hickory Knob State Park Golf Course Project, as requested by PRT.

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

PARKS, RECREATION AND TOURISM - A&E SELECTION APPROVAL REQUEST

(POLL ITEM 2) - PRT Engineering and Planning Coordinator Pearce Thomson advised that the following firms, listed in preference order, have been selected for the Lake Hartwell State Park architecture, engineering and master planning contract:

<u>Firm</u>	<u>Location</u>	<u>Reported State Work in Prior Two Years</u>
(1) Davis & Floyd Engineers, Inc. and Robert E. Marvin & Associates	Greenwood	\$ 1,025,000
(2) Edward Pinckney Associates	Walterboro	-0-
(3) McNair, Gordon, Johnson & Karasiewicz/Kenneth B. Simmons	Hilton Head Island	
	Columbia	9,581,000

After being advised that the required selection procedure had been followed, the Budget and Control Board without objection approved the selection of Davis & Floyd Engineers, Inc., and Robert E. Marvin & Associates for the referenced project.

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

USC, COLUMBIA - A&E SELECTION APPROVAL REQUEST (POLL ITEM 3) -

USC Dean Harold Brunton advised that the following firms, listed in preference order, have been selected for the Computer Service Center project:

<u>Firm</u>	<u>Location</u>	<u>Reported State Work in Prior Two Years</u>
(1) Wilbur Smith & Associates	Columbia	Part of \$19,200,000 plus \$419,000 consulting fees
(2) Geiger McElveen Kennedy	Columbia	Part of \$23,131,000 plus
(3) Stevens & Wilkins	Columbia	-0-

Dean Brunton also advised that the selection of Wilbur Smith & Associates was due to the involvement of Bruce Flemming who has done most of the mechanical engineering work on the Columbia Campus over the past several years.

After being advised that the required selection procedure had been followed, the Budget and Control Board without objection approved the selection of Wilbur Smith & Associates for the Computer Service Center project, as requested by the University of South Carolina.

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

DEPARTMENT OF MENTAL HEALTH - A&E SELECTION APPROVAL REQUEST (POLL ITEM 4) - Commissioner William S. Hall advised that the following firms, listed in preference order, had been selected for the 300-bed long-term care facility project:

<u>Firm</u>	<u>Location</u>	<u>Reported State Work in Prior Two Years</u>
(1) Stevens & Wilkinson	Columbia	\$ -0-
(2) Carlisle Associates, Inc.	Columbia	115,000
(3) McNair, Gordon, Johnson and Karasiewicz	Columbia	part of \$8,000,000 + 750,000

After being advised that the required selection procedure had been followed, the Budget and Control Board without objection approved the selection of Stevens & Wilkinson for the referenced project, subject to the concurrence of the House-Senate Bond Review Committee.

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

EMPLOYMENT SECURITY COMMISSION AND DIVISION OF ADMINISTRATION -
CONSULTANT SERVICES CONTRACTS (POLL ITEM 5) - The Budget and Control Board without objection approved the following consultant services contracts:

(A) Employment Security Commission with Program Resources, Inc., Consultant; Maximum Dollars: \$40,800, 100% Federal; Time Period: 12/15/78 - 9/30/79; Purpose: To do research for the bibliography on the joint National Occupational Information Coordinating Committee (NOICC)/State Occupational Information Coordinating Committee (SOICC) document to develop the framework for a national occupational information system; rewrite certain sections and do a complete edit of the first draft of the NOICC/SOICC document; complete two coordinated NOICC reviews at the federal level in Washington, D. C.; present the document and do a training seminar on the occupational information system to SC users of occupational information.

(B) Employment Security Commission with Coordinated Occupational Information Network, Consultant; Maximum Dollars: \$12,650, 100% Federal; Time Period: 11/3/78 - 11/2/79; Purpose: To (a) provide ESC with the COIN programs, documentation and data bases; (b) to provide ESC with periodic up-dates of the data bases and revisions of COIN programs; (c) to assist

ESC with analyzing any problems involving the implementation and/or operating of the COIN package; (d) to assist ESC with appropriate implementation; and, (e) to provide ESC with instructional index needed to implement the COIN program at all levels.

(C) Division of Administration (OCJP) with Carter-Goble-Roberts, Inc., consultant: Maximum Dollars: \$25,000, 90% Federal, 10% State; Time Period: 12/18/78 - 4/6/79; Purpose: To develop pre-architectural programs and plans for seventeen (17) selected juvenile detention sites.

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

CLEMSON UNIVERSITY - DISPOSITION OF COAST EXPERIMENT STATION

PROPERTY AND SATISFACTION OF ACCOUNT PAYABLE TO STATE - Clemson University President Robert C. Edwards appeared before the Budget and Control Board to recommend that approximately 590 acres comprising the Coast Experiment Station Property be conveyed to the State by deed and that the fair market value of these lands to be transferred plus the value of 92.71 acres previously transferred by Clemson University pursuant to various acts of the General Assembly be found in excess of the \$1,487,471 balance owed to the State Treasurer pursuant to Act 614 of 1971, relating to the relocation of the Pee Dee Experiment Station, and that, upon completion of the transfer of the referenced property, this indebtedness be considered liquidated and satisfied.

Dr. Edwards distributed a copy of a Resolution adopted by the Clemson University Board of Trustees outlining the proposed transfer of the Coast Experiment Station property in exchange for the liquidation of the referenced indebtedness along with a copy of a Resolution adopted authorizing the sale of 100 acres of the Coast Experiment Station Property to the Charleston Industrial Association for \$266,500 (this transaction was accomplished prior to the offer previously described and reduced the

acreage covered by that offer to 590).

Messrs. Putnam and Patterson indicated that an Attorney General's Office opinion had been secured which found the proposed transaction legally proper and which outlined a series of steps to accomplish it.

Following a brief discussion, upon a motion by Mr. Patterson, seconded by Senator Dennis, the Budget and Control Board accepted the Clemson University offer to convey to the State by deed certain of the lands known as Coast Experiment Station near Summerville, after finding and declaring that the fair market value of the land to be transferred plus the value of 92.71 acres previously transferred by Clemson University pursuant to various acts of the General Assembly is in excess of the \$1,487,471 balance owed to the State Treasurer by Clemson University and that, upon the completion of the transfer of the Coast Experiment Station Property to the State, the referenced indebtedness be considered liquidated and satisfied.

Governor Edwards expressed his appreciation to President Edwards for his service to South Carolina after President Edwards indicated that, because he plans to retire in June, this appearance in all probability would be his last one before the Budget and Control Board.

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

STATE LIBRARY - CIVIL CONTINGENT FUNDS FOR BLIND AND PHYSICALLY HANDICAPPED LIBRARY - State Librarian Estellene Walker by letter requested additional funds in the current fiscal year to support the relocation of a library for the blind and physically handicapped into more adequate space. She indicated that the General Motors building located at 700 Knox Abbot Drive which contains about 8000 square feet of space is available and that it would be a very satisfactory location for the referenced library. She estimated that up to \$39,000 would be required for the remainder of the current fiscal year to cover the costs associated with the proposed relocation.

Executive Director Putnam indicated that the staff has examined the details involved in this project in collaboration with staff of the State Library and he expressed the view that the project is a worthy one.

Following a brief discussion, upon a motion by Senator Dennis, seconded by Mr. Patterson, the Budget and Control Board endorsed the project and allocated up to \$30,000 from the Civil Contingent Fund to cover the costs involved in the relocation during the remainder of the current fiscal year. The Board action stipulated that the State Library be asked to request a supplemental appropriation to reimburse the Civil Contingent Fund for these costs.

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

COMMISSION ON HIGHER EDUCATION - "PRESSING LOCAL NEED" INTERPRETATION -

Executive Director Putnam advised the Board that the staff has prepared an interpretation of the phrase "pressing local need" as used in Act 410 of 1978 in response to a request by the Commission on Higher Education. He noted that the staff has concluded that, when applied to facilities, the phrase should be interpreted to mean needs that are emergency in nature (those endangering life, health or property; those threatening immediate loss of revenues, facilities or investments; and those which prevent the carrying out of legal mandates) and which are addressable within the moratorium period.

In the ensuing discussion, Mr. Patterson suggested the possibility of putting the question to the Attorney General for his opinion and Governor Edwards indicated that the Commission on Higher Education merely is seeking Budget and Control Board guidance on this question. Senator Dennis and Representative Mangum took the position that the General Assembly's intent was to give responsibility to the Budget and Control Board and to the Commission on Higher Education to determine the applicability of that phrase in particular cases.

Mr. Putnam suggested that the staff interpretation be sent to the Commission on Higher Education and to the presidents of the colleges and universities for their review and comments if it is accepted by the Board.

Following this discussion, upon a motion by Mr. Patterson, seconded by Senator Dennis, the Budget and Control Board accepted the referenced staff interpretation of the phrase "pressing local need" and directed that it be sent to the Commission on Higher Education for its review and comment prior to any further circulation.

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

(Secretary's Note: Governor Edwards turned the chair over to Mr. Patterson and left the meeting for a few minutes during the consideration of the following item. He returned just prior to the vote on that item.)

GRANTS AND CONTRACTS REVIEW SUBCOMMITTEE - GRANT AND CONTRACT REQUESTS - Grants Services Administrator George F. Oliver appeared before the Board to present the Subcommittee's recommendations on 45 projects involving a total of \$97,806,172. He also distributed a summary of Board actions on grant and contract requests through December of 1978.

Executive Director Putnam advised that a Board member had requested that Item 14 in the Subcommittee package, relating to a USC - Spartanburg request for \$400,000 of Appalachian Regional Commission funds (of a total project of \$2,000,000) to construct a 40,000 sq. ft. building to provide space for the School of Nursing, be carried over for consideration at a future meeting. Mr. Putnam also called attention to the several requests included in the Subcommittee's package which would provide funds for preparing inadequately-prepared students for entry into higher education institutions. Board members expressed concern over the apparent duplication of efforts involved in these proposals and Mr. Putnam expressed the hope that appropriate parameters might be drawn so as to clearly assign responsibilities

among the several levels of education in the future. In response to Board member questions, Grants Services Administrator Oliver indicated that the Commission on Higher Education has not reviewed these particular projects but that it does review those covered by Circular A-95 procedures.

Following this discussion, upon a motion by Senator Dennis, seconded by Mr. Patterson, the Budget and Control Board approved the Subcommittee recommendations on 44 projects and carried over consideration of request # 14 by USC - Spartanburg. The Board action also directed the staff to review with the Commission on Higher Education the apparent overlapping responsibilities in the several projects noted by Executive Director Putnam.

With regard to the USC - Spartanburg request, Governor Edwards noted that it had been his understanding at the time the School of Nursing was established at the Spartanburg campus that no additional space would be required.

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

FINANCE DIVISION (COMPUTER SYSTEMS MANAGEMENT - EDP PROCUREMENT POLICY DELEGATION) - CSM Director Charles Burr appeared before the Board to propose the establishment of ranges of costs of EDP equipment within which approval authority is delegated. Executive Director Putnam noted that this area is one among many he hopes the Board can give attention to and indicated that there is a degree of urgency on this particular item in that it is a continuing matter. Mr. Putnam noted that, in the past, these matters have been handled on the basis of Mr. Burr's judgment but because it is a sensitive issue the staff now believes that formal Board action on the subject is required.

In response to questions from Board members, Mr. Burr indicated that annual lease arrangements would be handled under the same basic policy.

Following this discussion, upon a motion by Mr. Patterson, seconded

by Representative Mangum, the Budget and Control Board approved the "Policy for Approval Authority for EDP Procurements" as outlined in Mr. Burr's December 15, 1978 memorandum and specified that the Director of the Computer Systems Management is delegated approval authority for EDP procurements having a value of less than \$25,000; that approval authority is delegated to the State Auditor and the Director of Computer Systems Management for EDP procurements valued at \$25,000 and over but less than \$50,000; that approval authority is delegated to the Executive Director, the State Auditor and the Director of Computer Systems Management for procurements valued at \$50,000 and over but less than \$100,000; and that procurements valued at \$100,000 and over would be approved by the Budget and Control Board itself.

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

FINANCE DIVISION (COMPUTER SYSTEMS MANAGEMENT) - CONVERSION FROM
LEASE TO PURCHASE OF INSTALLED DATA PROCESSING EQUIPMENT (DELEGATION) -

Computer Systems Management Division Director Burr advised by memorandum that about twenty times each year his Division is asked to authorize agencies to purchase data processing equipment being rented. He noted that this issue arises primarily when rental credits toward the purchase price have reached the point that the equipment can be purchased at about half the price of new equipment. Mr. Burr expressed the view that from a business standpoint this approach is a valid one and that his office normally interposes no objection to this sort of action unless an equipment procurement is pending.

Mr. Putnam observed that this is a common occurrence and that at some point it is almost invariably found advantageous to consider the purchase of such equipment rather than to continue leasing it.

In response to Senator Dennis' inquiry, Mr. Burr indicated that the average cost involved normally does not exceed \$10,000. Mr. Putnam

also noted that a transfer of funds request may be involved in those cases where the shift is made from a rental to a purchase basis.

Following this discussion, upon a motion by Mr. Patterson, seconded by Senator Dennis, the Budget and Control Board delegated to the Finance Division (Computer Systems Management) authority to approve/disapprove the conversion of all installed data processing equipment from lease to purchase.

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

EXECUTIVE DIRECTOR - FISCAL ACCOUNTABILITY ACT REPORTING PROCEDURE -

Executive Director Putnam reported that the Division of General Services, the Legislative Audit Council, the Finance Division Audit Section and his Office have worked out a procedure designed to insure compliance with the reporting requirements of the Fiscal Accountability Act, eliminate duplication of audit efforts and increase the exchange of information among Divisions of the Board and the Legislative Audit Council. He indicated that the procedure is not a significant change but that it needs to be made formal in order that it might be effective.

Division of General Services Director McEachern observed that his Division is not a regulatory agency but that it has not been getting the information needed to comply with the referenced Act. He pointed out that the approval of this procedure would formalize the role of his Division in reporting deficiencies and he recommended Board approval of it.

Following this discussion, upon a motion by Senator Dennis, seconded by Mr. Patterson, the Budget and Control Board approved the referenced procedure as presented.

A copy of the referenced procedure and related materials have been retained in these files and are identified collectively as Exhibit XII.

FUTURE MEETING - The Budget and Control Board did not set the date and time of the next meeting in deference to Governor-elect Richard W. Riley.

AGENDA ADDITIONS - Mr. Putnam advised that the following four items had been proposed for consideration at the present meeting:

(1) a Department of Social Services request for authorization to establish five positions above the number authorized; (2) a request by the State Auditor's Office for permission to sell remaining copies of the 1978-79 budget document at a reduced price; (3) a request that the acquisition of certain property by the Patriots Point Development Authority be confirmed by the Budget and Control Board; and (4) a College of Charleston request relating to the use of Capital Improvement Bond funds.

Following a brief discussion, the Budget and Control Board agreed to consider these additional matters at the present meeting.

DEPARTMENT OF SOCIAL SERVICES - POSITIONS ABOVE THE NUMBER AUTHORIZED - DSS Commissioner Conrad by letter requested permission to establish five positions above the number authorized in the 1978-79 Appropriation Act to staff a demonstration project ("Appropriate Care for the Elderly") to be conducted in Spartanburg, Cherokee and Union Counties over a three-year period. Funding for the project is to be provided by Medicaid Title XIX (47%), Appaliachian Regional Commission funds (47%), and State funds (6%).

Following a brief discussion, upon a motion by Representative Mangum, seconded by Senator Dennis, the Budget and Control Board authorized the Department of Social Services to establish the following positions above the number authorized in the 1978-79 Appropriation Act: one Director of Planning, grade 31; one Assistant Project Administrator, grade 26; two Program Information Coordinators I, grade 22; and one Secretary II, grade 14.

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

FINANCE DIVISION - SALE OF 1978-79 BUDGET DOCUMENTS - Executive

Director Putnam advised that a number of sets of the 1978-79 budget documents remain and he recommended reducing the price from the \$50 per set to \$15 per set to cover handling and mailing costs. He indicated that a number of requests have been received from libraries and other states.

Upon a motion by Mr. Patterson, seconded by Senator Dennis, the Budget and Control Board authorized the sale of the referenced documents at \$15 per set.

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

PATRIOTS POINT DEVELOPMENT AUTHORITY - CONFIRMATION OF LAND ACQUISITION -

Executive Director Putnam reviewed briefly the events related to the acquisition by the Patriots Point Development Authority of certain lands (commonly known as the Sessions Tract) and pointed out that Finance Division auditors felt that Budget and Control Board confirmation of the transactions is needed. Mr. Putnam indicated that the Board previously had agreed to invest up to \$350,000 from the Insurance Reserve Fund for the acquisition of these lands through condemnation procedures but that after a series of negotiations the Authority had agreed to purchase 10.67 acres of the referenced property for \$130,000 to be paid over a period of time at not less than \$13,000 per year at 8% interest.

Following this discussion, upon a motion by Senator Dennis, seconded by Mr. Patterson, the Budget and Control Board ratified and confirmed the transactions by the Patriots Point Development Authority which resulted in the purchase by the Authority of 10.67 acres of the properties commonly known as the Sessions Tract for the sum of \$130,000. In taking this action, it was the Board's understanding that this sum is to be paid from Authority operating revenues and that the annual payments are not to be less than \$13,000.

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

COLLEGE OF CHARLESTON - USE OF CAPITAL IMPROVEMENT BOND FUNDS -

Executive Director Putnam advised the Board that College of Charleston President Collins has indicated that, after taking out deductive alternatives, the College needs an additional \$100,000 in order to accept the low bid received on the Education Center project.

Mr. Putnam indicated that in excess of \$100,000 is required to cover the costs of connecting this Center to the Central Energy Facility of the College and that the College has proposed that \$100,000 be transferred from the "Extension of Central Energy Facilities to Support New Facilities" authorization included in Act 646 of 1978.

Mr. Putnam reported that Senator Roddey had approved this use of that authorization on behalf of the House-Senate Bond Review Committee.

Following a brief discussion in which Senator Dennis observed that the proposed transfer involves using the funds substantially for the purpose for which they were authorized, upon a motion by Mr. Patterson, seconded by Senator Dennis, the Budget and Control Board approved the referenced transfer as requested by the College of Charleston.

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

EXECUTIVE SESSION - Executive Director Putnam advised that one contractual matter, one membership appointment, one claim against the state, and the proposed acquisition of a computer for Trident TEC had been proposed for consideration in Executive Session. The Budget and Control Board without objection approved adding the latter item to the agenda and without objection agreed to consider these matters in Executive Session whereupon Governor Edwards declared the meeting to be in Executive Session.

[Secretary's Note: Dr. John Stucker of Governor-elect Richard W. Riley's staff joined the meeting at this point.]

RATIFICATION OF EXECUTIVE SESSION ACTIONS - Following the Board's

consideration of Executive Session items, the meeting was opened and the following actions taken by the Board in Executive Session were ratified without objection:

- (1) Approved a consultant services contract proposed by the Department of Education subject to the approval of the Attorney General's Office;
- (2) Appointed a replacement member to the Deferred Compensation Commission;
- (3) Took no action on a claim against the State after being advised that it had been withdrawn; and
- (4) Carried over to a future meeting the consideration of a proposed computer acquisition.

The meeting was adjourned at 4:30 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 Assistant for Public Affairs in the State House and near the Board Secretary's office in the Wade Hampton Building on December 29, 1978.]

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MINUTES OF BUDGET AND CONTROL BOARD MEETING

JANUARY 4, 1979

EXECUTIVE SESSION

DEPARTMENT OF EDUCATION - CONSULTANT SERVICES CONTRACT - Deputy

Superintendent for Administration and Planning Robert R. Hill, accompanied by Office of Research Director Paul Sandifer, appeared before the Budget and Control Board on this matter. Mr. Hill previously had advised that the following three firms had responded to the Department's RFP on the identification of objectives in reading, writing and mathematics, grades 1 - 12, as required by the Basic Skills Assessment Program legislation: (1) Instructional Objectives Exchange, with a bid price of \$123,075; (2) Educational Testing Services, with a bid price of \$106,564; and (3) National Evaluation Systems, Inc., with a bid price of \$97,400. Mr. Hill indicated that the two firms offering the lower bids had not responded to the RFP with much substance and that the low bidder had identified as the principal investigator for the South Carolina project the same person already committed 100% to a similar project in Maryland. He alluded to other inconsistencies found in the proposals of the two firms proposing the lower bids.

Mr. Hill indicated that the Department of Education had used a team of nine very experienced persons as reviewers and that all nine had agreed that the proposal of the Instructional Objectives Exchange offered the possibility of the greatest return for the money spent.

Senator Dennis asked if the Department had received any legal advice in connection with selecting the firm offering the highest bid and Mr. Hill indicated that the Department had not been advised specifically on that point but that the approval of this proposal would not set a precedent for the

Department of Education. He also pointed out that the RFP clearly indicates that the Department reserved the right to accept other than the low bid or to reject all bids.

Following this discussion, upon a motion by Senator Dennis, seconded by Mr. Patterson, the Budget and Control Board approved the consultant contract between the Department of Education and Instructional Objectives Exchange subject to the approval of the Attorney General's Office.

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

DEFERRED COMPENSATION COMMISSION - REPLACEMENT MEMBER APPOINTMENT -

Retirement System Director Purvis Collins, in his capacity as Chairman of the Deferred Compensation Commission, has advised that Ms. Debra Ream has resigned and a replacement member should be appointed to a three-year term by the Board. Mr. Collins noted that Ms. Ream is a public school employee and that the Board may wish to consider that factor in naming her replacement.

Mr. Collins then recommended the appointment of Mr. William Davis, Jr., of Gresham, to a three-year term on the Deferred Compensation Commission.

Upon a motion by Mr. Patterson, seconded by Senator Dennis, the Budget and Control Board appointed Mr. William Davis, Jr., to a three-year term on the Deferred Compensation Commission.

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

OFFICE OF EXECUTIVE DIRECTOR - CLAIM AGAINST THE STATE - The Board was

advised that Ms. Ann L. Furr, attorney with Eslinger & Knowles, Attorneys at Law, had requested that her requests for Budget and Control Board hearings in the cases of Mr. Tom Koob and Mr. Michael Lentine be withdrawn.

As the Board took note of the withdrawal of these hearing requests,

Mr. Putnam pointed out that the statute under which these hearing requests were filed could result in the Budget and Control Board acting in a role similar to a master-in-equity. He also advised the Board of a recent State Supreme Court ruling which held that a failure to pursue the resolution of claims against the State under this procedure does not preclude seeking to resolve such issues in the courts.

Following a brief discussion, Senator Dennis and Representative Mangum agreed to pursue the matter by requesting the Legislative Council to research this issue and to recommend an appropriate amendment of the statute. This course was approved by the Board without objection.

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

FINANCE DIVISION (COMPUTER SYSTEMS MANAGEMENT) - TRIDENT TECHNICAL COLLEGE COMPUTER - Computer Systems Management Division Director Charles H. Burr and Wyman D. Shealy, TEC Associate Executive Director, appeared before the Budget and Control Board in connection with the proposed award of a bid to the NCR Corporation for a computer for Trident Technical College. This matter had been carried over from the December 21, 1978 meeting. Mr. Burr previously had advised that 13 qualified vendors had responded to an RFP for computer equipment and that the following bids were accepted:

Digital Equipment Corporation	\$616,886
IBM Corporation	548,318
Sperry-Univac	454,977
NCR Corporation	370,685
Hewlett-Packard	310,722
Prime Computer	257,750

Mr. Burr previously had pointed out that the lowest bidder, Prime Computer, did not meet the RFP requirements pertaining to the software system and that the next lowest bidder, Hewlett-Packard, had refused to meet the maintenance response time requirement of the RFP. Mr. Burr had previously indicated

that the NCR Corporation met all requirements of the RFP and had successfully completed the benchmark and is prepared to sign a standard State EDP Agreement.

At the present meeting, Mr. Burr indicated that the proposed use of the equipment under consideration is primarily for administrative functions which will not be provided by the central TEC computer and that these functions involve student registration, budgets, and related matters for some 10,000 students located on three different campuses in the Charleston Area. Mr. Burr expressed the view that the justification presented was pretty good and that the equipment sought is a relatively small machine for which the rental cost will run some \$6,800 per month.

Mr. Burr also indicated that requests currently are in for local computers for the Greenville and York institutions. He also pointed out that the cost of providing the support needed from the central computer would be greater than if it is handled by a separate machine locally although no detailed analysis of that question has been conducted.

In response to Board member questions, Mr. Shealy indicated that he is aware of the two pending requests mentioned by Mr. Burr and that one additional request for similar equipment is in process. He also noted that the State Board of Technical and Comprehensive Education is satisfied that the need exists in the Trident Technical College situation for the equipment requested.

After this discussion, Mr. Burr recommended that the award be made to the NCR Corporation. Senator Dennis moved that the award be made to the NCR Corporation, as recommended by Mr. Burr, and an extended discussion ensued during which Representative Mangum sought information on how many other technical education institutions would likely be requesting computer equipment locally. Following this discussion, Mr. Patterson reluctantly seconded Senator Dennis' motion but Representative Mangum expressed a desire to offer a substitute motion

to carry the matter over to a future meeting. Senator Dennis at that point withdrew his motion and gave notice of his intention to present the same motion at the next Board meeting. Representative Mangum asked Mr. Shealy to provide information to the Board on how many other local TEC institutions can justify having their own local computer systems.

Senator Dennis then commented on the rationale for his motion by observing that Col. Burr, in his role as advisor to the Board on these matters, had recommended approval of the Trident Technical College computer and stressed that decisions in future cases would be based on the merits and proof in each case individually and on the recommendations of the Board's advisors in these matters.

Mr. Burr indicated that an extension of the bid will be required as a result of carrying the matter over to a future meeting but he expressed the view that securing that extension would not present a problem.

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

STATE BUDGET AND CONTROL BOARD

EXHIBIT I
1/4/79POLL OF January 4, 1979POLL ITEM NUMBER 1

Agency: Parks, Recreation and Tourism

Subject: A&E Selection Approval Request

PRT Engineering and Planning Coordinator Pearce Thomson advises that the following firms, listed in preference order, have been selected to design and supervise the construction of a golf course at Hickory Knob State Park (for which \$600,000 of Capital Improvement Bonds have been authorized):

<u>Firm</u>	<u>Location</u>	<u>Reported State Work in Prior Two Years</u>
(1) Tom Jackson, Inc.	Greenville	-0-
(2) George W. Cobb	Greenville	-0-
(3) Rees Jones, Inc.	Montclair, NJ	-0-

Board Action Requested:

Approve selection of Tom Jackson, Inc., for the Hickory Knob State Park Golf Course project, as requested by PRT.

Vote Of Board Member: (Please indicate by initialing appropriate line below.)

_____ I approve of the above action.
_____ I disapprove of the above action.
_____ Hold for regular meeting.

Attachments:

Thomson 12/21/78 letter to McPherson plus attachments



December 21, 1978

RECEIVED
DEC 29 1978
S. C. BUDGET AND
CONTROL BOARD

Mr. John A. McPherson, Jr.
Chief Engineer
S. C. State Budget & Control Board
P. O. Box 11333
Columbia, South Carolina 29211

Re: Golf Course Architect Selection/Hickory Knob State Park

Dear Mr. McPherson:

The attached advertisement for golf course architectural services appeared in the Columbia STATE and the GREENVILLE NEWS on the following dates:

1. Sunday, October 8, 1978
2. Sunday, October 15, 1978

Resumes from four golf course architectural firms were received. On Thursday, November 30, 1978, interviews were held with all four firms and are listed in the order of preference:

1. Tom Jackson, Inc. No State Work in Past Two Years
Greenville, S. C. 29615
2. George W. Cobb No State Work in Past Two Years
Greenville, S. C. 29615
3. Rees Jones, Inc. No State Work in Past Two Years
Montclair, N. J. 07042
4. Russell & Axon, E-P-A, Inc. No State Work in Past Two Years
Anderson, S. C. 29621

In selection of these firms, consideration was given to the amount of State work undertaken by each firm during the past two years.

Tom Jackson, Inc. was selected as the first choice to design the golf course facility at Hickory Knob State Resort Park. In contacting various owners and golf course superintendents of courses Tom Jackson has designed, it is evident that he is a very dedicated person and takes

South Carolina Department of Parks, Recreation & Tourism

Suite 113, Edgar A. Brown Building • 1205 Pendleton Street • Columbia, South Carolina 29201

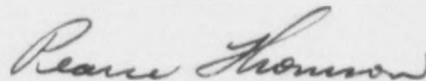
Mr. John McPherson
December 21, 1978
Page 2

great pride in the quality of his work. Mr. Jackson is versatile in the type of courses he can design being able to create a public recreation type course or one that plays to a championship level of competition. He has a reputation of being able to develop a golf course so that it blends into the natural site conditions, having a very artistic touch around golf greens and bunkers and an excellent feel for the total grading and drainage of the course. Tom Jackson has stayed within the budget on his golf course designs and will complete the course within the projected time table if there are no unusual weather conditions.

The South Carolina Parks, Recreation and Tourism Commission at their December 8, 1978 meeting approved the selection of Tom Jackson, Inc. for this project and recommends that the Budget and Control Board also approve this choice.

Should there be any questions, please let me know.

Sincerely,



Pearce Thomson
Engineering & Planning Coordinator

BPT/rcb
Attachment

cc: Mr. Fred Brinkman, Executive Director

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document B141

Standard Form of Agreement Between Owner and Architect

1977 EDITION

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

AGREEMENT

made as of the 27th day of December in the year of Nineteen
Hundred and Seventy-Eight.

BETWEEN the Owner: South Carolina Department of Parks, Recreation and Tourism,
Pearce Thompson, Engineering and Planning Coordinator, Suite 113, Edgar A. Brown Building,
1205 Pendleton Street, Columbia, South Carolina 29201.

and the Architect: Tom Jackson, Inc., Thomas R. Jackson, Jr., President, 126 Pebble Creek
Drive, Taylors, South Carolina 29687, A Corporation (Close) within the State of South
Carolina.

For the following Project:

(Include detailed description of Project location and scope.)

The addition of a golf course facility to Hickory Knob State Resort Park.

The Owner and the Architect agree as set forth below.

Copyright 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974. © 1977 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

PRT
Jackson

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES AND RESPONSIBILITIES

BASIC SERVICES

The Architect's Basic Services consist of the five phases described in Paragraphs 1.1 through 1.5 and ~~include normal structural, mechanical and electrical engineering services~~ and any other services included in Article 15 as part of Basic Services.

1.1 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 review the understanding of such requirements with the Owner.

1.1.2 The Architect shall provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 3.2.1.

1.1.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

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

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

1.2 DESIGN DEVELOPMENT PHASE

1.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project ~~as to architectural, structural, mechanical and electrical systems, materials and such other elements~~ as may be appropriate.

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

1.3 CONSTRUCTION DOCUMENTS PHASE

1.3.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

1.3.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.3.3 The Architect shall advise the Owner of any adjust-

ments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.3.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.4 BIDDING OR NEGOTIATION PHASE

1.4.1 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 assist in awarding and preparing contracts for construction.

1.5 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.5.1 The Construction Phase will commence with the award of the Contract for Construction and, together with the Architect's obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractor is due, or in the absence of a final Certificate for Payment or of such due date, sixty days after the Date of Substantial Completion of the Work, whichever occurs first.

1.5.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.5.3 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Architect. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.5.16.

1.5.4 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Architect in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

1.5.5 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Sub-

contractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

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

1.5.7 The Architect shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment in such amounts, as provided in the Contract Documents.

1.5.8 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 1.5.4 and on the data comprising the Contractor's 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 or performed under 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. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.5.9 The Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor. The Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, 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.

1.5.10 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

1.5.11 The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents. The Architect's decisions on any other claims, disputes or other matters, including those in question between the Owner and the Contractor, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

1.5.12 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Architect's reasonable opinion, it is

necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed.

1.5.13 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

1.5.14 The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

1.5.15 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment.

1.5.16 The extent of the duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner, the Contractor and the Architect.

1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.6.1 ~~If the Owner and Architect agree that more extensive representation at the site than is described in Paragraph 1.5 shall be provided, the Architect shall provide one or more Project Representatives to assist the Architect in carrying out such responsibilities at the site.~~ *RTT*

1.6.2 ~~Such 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, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.~~ *RTT*

1.6.3 ~~Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described in Paragraph 1.5.~~ *RTT*

1.7 ADDITIONAL SERVICES

~~The following Services are not included in Basic Services unless so identified in Article 15. They shall be provided if authorized or confirmed in writing by the Owner, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.~~ *RTT*

1.7.1 Providing analyses of the Owner's needs, and programming the requirements of the Project. ~~RSN~~

1.7.2 Providing financial feasibility or other special studies. ~~RSN~~

1.7.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project. ~~RSN~~

1.7.4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase. ~~RSN~~

1.7.5 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. ~~RSN~~

1.7.6 Preparing documents of alternate, separate or sequential bids or providing extra services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase, when requested by the Owner. ~~RSN~~

1.7.7 Providing coordination of Work performed by separate contractors or by the Owner's own forces. ~~RSN~~

1.7.8 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner. ~~RSN~~

1.7.9 Providing Detailed Estimates of Construction Cost, analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor. ~~RSN~~

1.7.10 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment. ~~RSN~~

1.7.11 Providing services for planning tenant or rental spaces. ~~RSN~~

1.7.12 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Architect. ~~RSN~~

1.7.13 Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders to the extent that the adjustment in the Basic Compensation resulting from the adjusted Construction Cost is not commensurate with the services required of the Architect, provided such Change Orders are required by causes not solely within the control of the Architect. ~~RSN~~

1.7.14 Making investigations, surveys, valuations, inventories or detailed appraisals of existing facilities, and services required in connection with construction performed by the Owner. ~~RSN~~

1.7.15 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work. ~~RSN~~

1.7.16 Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction. ~~RSN~~

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

1.7.18 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. ~~RSN~~

1.7.19 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Substantial Completion of the Work. ~~RSN~~

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

1.7.21 Providing services of consultants for other than the normal architectural, structural, mechanical and electrical engineering services for the Project. ~~RSN~~

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

1.8 TIME

1.8.1 The Architect shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval, a schedule for the performance of the Architect's services which shall be adjusted as required as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for reasonable cause, be exceeded by the Architect.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding requirements for the Project including a program, which shall set forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.

2.2 If the Owner provides a budget for the Project it shall include contingencies for bidding, changes in the Work during construction, and other costs which are the responsibility of the Owner, including those described in this Article 2 and in Subparagraph 3.1.2. The Owner shall, at the request of the Architect, provide a statement of funds available for the Project, and their source.

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

2.4 The Owner shall furnish a legal description and 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.

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

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

2.7 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of the Owner.

2.8 The services, information, surveys and reports required by Paragraphs 2.4 through 2.7 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.9 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect.

2.10 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

ARTICLE 3

CONSTRUCTION COST

3.1 DEFINITION

3.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

3.1.2 The Construction Cost shall include at current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the Owner and any equipment which has been de-

signed, specified, selected or specially provided for by the Architect.

3.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Article 2.

3.2 RESPONSIBILITY FOR CONSTRUCTION COST

3.2.1 Evaluations of the Owner's Project budget, Statements of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, if any, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.

3.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget under Subparagraph 1.1.2 or Paragraph 2.2 or otherwise, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Any such fixed limit shall be increased in the amount of any increase in the Contract Sum occurring after execution of the Contract for Construction.

3.2.3 If the Bidding or Negotiation Phase has not commenced within three months after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

3.2.4 If a Project budget or fixed limit of Construction Cost (adjusted as provided in Subparagraph 3.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or re-negotiating of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 10.2, or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost. In the case of (4), provided a fixed limit of Construction Cost has been established as a condition of this Agreement, the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to comply

with the fixed limit. The providing of such service shall be the limit of the Architect's responsibility arising from the establishment of such fixed limit, and having done so, the Architect shall be entitled to compensation for all services performed, in accordance with this Agreement, whether or not the Construction Phase is commenced.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and 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 and the Architect's employees and consultants in the interest of the Project for the expenses listed in the following Subparagraphs:~~ *ARJ*

5.1.1 ~~Expense of transportation in connection with the Project; living expenses in connection with out of town travel; long distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.~~ *ARJ*

5.1.2 ~~Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Architect and the Architect's consultants.~~ *ARJ*

5.1.3 ~~Expense of data processing and photographic production techniques when used in connection with Additional Services.~~ *ARJ*

5.1.4 ~~If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.~~ *ARJ*

5.1.5 ~~Expense of renderings, models and mock-ups requested by the Owner.~~ *ARJ*

5.1.6 ~~Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.~~ *ARJ*

ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

6.1.1 An initial payment as set forth in Paragraph 14.1 is the minimum payment under this Agreement.

6.1.2 Subsequent payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of services, on the basis set forth in Article 14.

6.1.3 If and to the extent that the Contract Time initially established in the Contract for Construction is exceeded

or extended through no fault of the Architect, compensation for any Basic Services required for such extended period of Administration of the Construction Contract shall be computed as set forth in Paragraph 14.4 for Additional Services.

6.1.4 ~~When compensation is based on a percentage of Construction Cost, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 14.2.2, based on (1) the lowest bona fide bid or negotiated proposal or, (2) if no such bid or proposal is received, the most recent Statement of Probable Construction Cost or Detailed Estimate of Construction Cost for such portions of the Project.~~ *ARJ*

6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

6.2.1 ~~Payments on account of the Architect's Additional Services as defined in Paragraph 1.7 and for Reimbursable Expenses as defined in Article 5 shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.~~ *ARJ*

6.3 PAYMENTS WITHHELD

6.3.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect is held legally liable.

6.4 PROJECT SUSPENSION OR TERMINATION

6.4.1 If the Project is suspended or abandoned in whole or in part for more than three months, the Architect shall be compensated for all 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 10.4. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be equitably adjusted.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

7.1 ~~Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.~~ *ARJ*

ARTICLE 8

OWNERSHIP AND USE OF DOCUMENTS

8.1 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. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used by the Owner on

other projects, for additions to this Project, or for completion of this Project by others provided the Architect is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

8.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights.

ARTICLE 9

ARBITRATION

9.1 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 person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Architect, the Owner, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

9.2 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.

9.3 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 10

TERMINATION OF AGREEMENT

10.1 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.

10.2 This Agreement may be terminated by the Owner upon at least seven days' written notice to the Architect in the event that the Project is permanently abandoned.

10.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 10.4.

10.4 Termination Expenses include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount computed as a percentage of the total Basic and Additional Compensation earned to the time of termination, as follows:

- .1 20 percent if termination occurs during the Schematic Design Phase; or
- .2 10 percent if termination occurs during the Design Development Phase; or
- .3 5 percent if termination occurs during any subsequent phase.

ARTICLE 11

MISCELLANEOUS PROVISIONS

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

11.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

11.3 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

11.4 The Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages covered by any property insurance during construction as set forth in the edition of AIA Document A201, General Conditions, current as of the date of this Agreement. The Owner and the Architect each shall require appropriate similar waivers from their contractors, consultants and agents.

ARTICLE 12

SUCCESSORS AND ASSIGNS

12.1 The Owner and the Architect, respectively, bind themselves, their 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 any interest in this Agreement without the written consent of the other.

ARTICLE 13

EXTENT OF AGREEMENT

13.1 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 14
BASIS OF COMPENSATION

The Owner shall compensate the Architect for the Scope of Services provided, in accordance with Article 6, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

- 14.1 AN INITIAL PAYMENT of Five Thousand Dollars dollars (\$5,000)
shall be made upon execution of this Agreement and credited to the Owner's account as follows:
To be credited to the Schematic Design Phase, Design Development Phase, Construction Documents Phase and Bidding or Negotiating Phase equally.

14.2 BASIC COMPENSATION

- 14.2.1 FOR BASIC SERVICES, as described in Paragraphs 1.1 through 1.5, and any other services included in Article 15 as part of Basic Services, Basic Compensation shall be computed as follows:

(Here insert basis of compensation, including fixed amounts, multiples or percentages, and identify Phases to which particular methods of compensation apply, if necessary.)

"Compensation shall be a Fixed Fee of Fifty Eight Thousand Dollars (\$58,000.00)."

- 14.2.2 Where compensation is based on a Stipulated Sum or Percentage of Construction Cost, payments for Basic Services shall be made as provided in Subparagraph 6.1.2, so that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:

(Include any additional Phases as appropriate.)

Schematic Design Phase:	ten percent (10 %)
Design Development Phase:	ten percent (10 %)
Construction Documents Phase:	fifteen percent (15 %)
Bidding or Negotiation Phase:	five percent (5 %)
Construction Phase:	sixty percent (60 %)

Total:	one hundred percent (100%)
--------	----------------------------

- 14.3 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 1.6, Compensation shall be computed separately in accordance with Subparagraph 1.6.2. Not applicable

14.4 COMPENSATION FOR ADDITIONAL SERVICES

- 14.4.1 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Paragraph 1.7, and any other services included in Article 15 as part of Additional Services, but excluding Additional Services of consultants, Compensation shall be computed as follows: Not applicable

(Here insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

NA

- 14.4.2 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 1.7.21 or identified in Article 15 as part of Additional Services, a multiple of () times the amounts billed to the Architect for such services. Not applicable

(Identify specific types of consultants in Article 15, if required.)

- 14.5 FOR REIMBURSABLE EXPENSES, as described in Article 5, and any other items included in Article 15 as Reimbursable Expenses, a multiple of () times the amounts expended by the Architect, the Architect's employees and consultants in the interest of the Project.
Not Applicable

- 14.6 Payments due the Architect and unpaid under this Agreement shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

(Here insert any rate of interest agreed upon.) Six Percent (6%)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)

- 14.7 The Owner and the Architect agree in accordance with the Terms and Conditions of this Agreement that:

- 14.7.1 IF THE SCOPE of the Project or of the Architect's Services is changed materially, the amounts of compensation shall be equitably adjusted.

- 14.7.2 IF THE SERVICES covered by this Agreement have not been completed within Twenty-Four (24) months of the date hereof, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

ARTICLE 15

OTHER CONDITIONS OR SERVICES

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

15.1 GENERAL:

"Where the word "ARCHITECT" appears in the TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT substitute therefor: "ARCHITECT and/or ENGINEER."

15.2 ARTICLE I - ARCHITECT AND/OR ENGINEER'S SERVICES AND RESPONSIBILITY:

Add the following subparagraph:

"1.1.5.1 Upon completion of the Schematic Design Phase, the Schematic Design Documents, including Probable Construction Cost shall be submitted to the Owner and State Engineer, and the Owner will approve the Probable Construction Cost in writing."

15.2.2 "1.2 Delete in its entirety and substitute therefor the following:

"1.2 DESIGN DEVELOPMENT PHASE

"1.2.1 Based on the Schematic Design Documents and any adjustments in the program or project budget, the Owner shall instruct the Architect, in writing, to prepare the Design Development Documents.

"1.2.2 Design Development Documents shall include sufficient material to delineate the scope of Project and to indicate the general design of the Project. Design Development Document, consisting of Drawing, Outline Specifications, Probable Construction Cost, and any other material or document necessary to prepare the Design Development Documents shall contain all architectural and/or engineering skills.

"1.2.3 Design Development Documents shall include but are not limited to the following:

"1.2.3.1 DRAWINGS:

(a) Existing topographic features and improvements affecting or relating to the proposed work. Indicate revisions to be made to existing topographic features and improvements such as grading, construction of drainage facilities, etc. Where drainage facilities are to be provided, indicate direction of flow and point of discharge by appropriate symbol or notes.

~~(b) Double line drawings showing developed floor plans, proposed finished floor elevations, floor and roof framing, typical wall section, exterior elevations showing proposed floor to floor heights and basic details of any unusual features of construction. ARJ.~~

~~(c) Basic information necessary to establish space requirements and functional arrangement. *ADD*~~

~~(d) Functional layout of mechanical, electrical and electronic features, special equipment, plumbing and heating to include, where applicable: *ADD*~~

~~(1) Location of evaporative coolers and/or air conditioning units *ADD*~~

~~(2) General scale layout of equipment, heater and/or boiler rooms showing space requirements and auxiliary equipment proposed. *ADD*~~

~~(3) Location and approximate size of special equipment to be installed such as compressors, generators, transformers, electronic equipment racks, consoles, panels, distributing frames, hoists, cranes, etc. *ADD*~~

~~(e) Location, dimension, sections, areas and capacities, as applicable to parking areas, access roads, driveways, walks, etc. *ADD*~~

~~(f) Location and size of existing or proposed sanitary sewers, water mains, gas mains and electrical service in the vicinity of the proposed buildings. Size and location of transformers. Elevations of gravity lines. Location of proposed building connections with notations showing which of the necessary utility extensions or connections beyond the 5-foot building line will be provided. *ADD*~~

~~(g) Provide simplified schematic electrical diagrams for each electronic or instrumentation system to show that the required system functions are being provided. *ADD*~~

"1.2.3.2 Outline Specifications and Probable Construction Cost shall be developed to a uniform level, reflecting the material, trades, ~~mechanical and electrical system~~, and specialties required to reflect the Project as a whole. *ADD*

"1.2.4 Upon completion of Design Development Phase, the Design Development Documents, including Outline Specifications and Probable Construction Cost shall be submitted to the Owner and State Engineer, and the Owner will approve the Probable Construction Cost in writing."

15.2.3 Add the following subparagraph:

"1.3.4.1 Prior to advertising for bids for construction, the Architect and/or Engineer shall submit the Construction Documents and Probable Construction Cost and shall obtain written approval of the Probable Construction Cost from the Owner..

"1.3.4.2 Submission of the Construction Documents and Probable Construction Documents and Probable Construction Cost to the Owner and State Engineer and the approval of the Probable Construction Cost shall not relieve the Architect and/or Engineer of any responsibility for design deficiencies, omission or errors."

Add the following subparagraphs:

- 15.2.4 "1.5.4.1 Periodic visit by the ARCHITECT and/or ENGINEER may vary with the progress of the work and other conditions, but shall average not less than one visit by the ARCHITECT and/or ENGINEER or his representative to the project per week during the course of construction. The ARCHITECT and/or ENGINEER 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.

"1.5.4.1.2 Should the CONTRACTOR fall behind in his construction schedule by more than four weeks, the ARCHITECT and/or ENGINEER shall notify the OWNER in writing."

- 15.2.5 1.5.9 Delete in its entirety and substitute therefor the following:

"1.5.9 The ARCHITECT and/or ENGINEER 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 and/or ENGINEER 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."

- 15.2.6 Add the following subparagraph:

"1.5.14.1 Where a Change Order is required due to field adjustment, design deficiency omission or error, the Change Order shall be prepared at no cost to the Owner."

- 15.2.7 Add the following Subparagraphs:

"1.5.17 Upon completion of the CONSTRUCTION PHASE, the ARCHITECT and/or ENGINEER 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 and/or ENGINEER 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 and/or ENGINEER.

"1.5.18 One month prior to the expiration of the one-year warranty period as called for in the CONSTRUCTION DOCUMENTS, the ARCHITECT and/or ENGINEER 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 and/or ENGINEER shall assist the OWNER in taking necessary action to see that the deficiencies are corrected."

15.2.8 1.7.17 Delete this Subparagraph in its entirety.

15.3 ARTICLE 2 - THE OWNER'S RESPONSIBILITY:

15.3.1 2.4 First line following Owner delete "shall furnish" and substitute therefor the following:

"will furnish, if requested, by the ARCHITECT and/or ENGINEER."

15.4 ARTICLE 3 - CONSTRUCTION COST:

15.4.1 Add the following Subparagraph:

"3.1.3.1 Compensation to the ARCHITECT and/or ENGINEER shall be as set forth in Article 14. ~~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 field adjustments, design deficiencies, omission or errors, the amount of that Change Order shall not apply toward computation of ARCHITECT and/or ENGINEER'S compensation"~~ *RTJ*.

15.4.2 Add the following Subparagraph:

"3.2.2.1 Fixed limit of Construction Cost shall be the Probable Construction Cost as defined in Subparagraph 1.3.4.1".

15.4.3 6.1.3 Delete in its entirety and substitute therefor the following:

"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 and/or ENGINEER, 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 14.4.1 and 14.4.2 for Additional Services. No additional services by the ARCHITECT and/or ENGINEER in connection with semi-final and final inspection."

15.5 ARTICLE 8: OWNERSHIP OF DOCUMENTS:

15.5.1 ARTICLE 8: Delete in its entirety and substitute therefor new ARTICLE 8 as follows:

"ARTICLE 8: OWNERSHIP OF DOCUMENTS".

8.1 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 and/or ENGINEER agrees to and does hereby grant to the Owner a royalty-free

license to all such data which he may cover by copyright and to all designs as to which he may assert any rights or establish any claim under the design patent or copyright laws.

"8.2 In the case of future reuse of the documents the Owner reserves the right to negotiate with the ARCHITECT and/or ENGINEER for compensation for the acceptance of any professional liability."

"8.3 In the event the Owner does not exercise the option to negotiate with the ARCHITECT and/or ENGINEER FOR THE Architect's and/or Engineer's acceptance of any professional liability, it is understood that the ARCHITECT and/or ENGINEER is no longer liable in the reuse of the documents.

15.6 ARTICLE 9 - ARBITRATION

Delete ARTICLE 9 in its entirety.

15.7 ARTICLE 10 - TERMINATION OF AGREEMENT

15.7.1 10.3 Fourth line following "Expense" change comma "," to period "." and delete rest of sentence.

15.7.2 10.4 Delete in its entirety.

15.8 ARTICLE 11 - MISCELLANEOUS PROVISIONS

15.8.1 11.1 Second line following "laws of" delete remaining of sentence and substitute therefor the following:

"-----South Carolina."

15.9 ARTICLE 14 - BASIS OF COMPENSATION

15.9.1 14.6 Delete in its entirety and substitute therefor the following:

"14.6 Payment due the ARCHITECT and/or ENGINEER under this Agreement shall bear interest at six percent per annum commencing forty-five days after date of billing."

ARTICLE 15

OTHER CONDITIONS OR SERVICES

15.10 ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

15.10.1 Add the following subparagraph:

"1.1.6 The Architect shall have a topography map prepared of the proposed site at a scale of 1" = 200' with 5' contour intervals which shall be used in all design phases."

15.10.2 Add the following subparagraphs:

"1.2.3 The Architect shall have the centerlines of the golf holes staked and shall walk golf course layout with PRT and Army Corps of Engineers personnel. The Architect shall then make any necessary field adjustments and prepare an as-staked plan."

"1.2.4 The Architect shall prepare a flagging plan to determine the boundaries of the clearing for fairway development and shall mark the trees to be removed with PRT and Army Corps of Engineers personnel. The Architect will supervise the clearing operations."

15.10.3 Add the following:

"1.3.5 The drawings shall include:

(a). Grading plans for trees, fairways, greens, traps and any other site features whose existing topography has to be altered to include construction details.

(b). Site drainage plans of entire golf course including trees, fairways, greens and traps, and other land areas to be drained, or act as drainage ways. These plans will show the location of all pipe lines, their sizes, lengths, types, all utilities and structures that are a part of the drainage system and necessary for its proper functioning to include construction details.

(c). An irrigation system design location all pipe lines, valves and so forth necessary for the automatic watering of the golf course to include construction details. The location of a water source and pumping station shall also be determined.

(d). Construction details of the tees, fairways, traps and greens, drainage structures, lakes and dams."

"1.3.6 The specifications shall include:

(a). An explanation in detail of the work to be performed, the proper sequence and methods of performing the construction, and the acceptable materials and methods of installation for the irrigation system."

15.10.4 Add the following paragraph:

"1.4.2 PRT will handle the printing, mailing of plans and advertising for contractor bids."

ARTICLE 15

OTHER CONDITIONS OR SERVICES

15.10.5 Add the following paragraphs:

"1.5.17 The Architect will supervise the initial stages of construction on through the completion of the project on a part-time basis and will be present during first stages of construction of all construction phases."

"1.5.18 The Architect, PRT and the Army Corps of Engineers will conduct the final inspection of the construction of the golf course. Upon approvals by all three parties, final acceptance will be given to the golf course construction."

15.10.6 Add the following paragraphs:

"1.7.1 The Architect shall periodically inspect the completed golf course quarterly over a two-year period, beginning with the final acceptance of the construction."

"1.7.2 The Architect will assist PRT in finding a Green's Superintendent to supervise the maintenance of the golf course."

"1.7.3 The Architect will prepare a proposed list of equipment and a maintenance schedule for the golf course prior to completion of construction."

"1.7.4 The Architect will mark the traps for edging and outline the tees, fairways and greens for mowing purposes to insure the intent of the design."

"1.7.5 The Architect will include in the Schematic Design and Design Development Stages the location of a clubhouse, maintenance building, service roads, rain shelters, cart paths and parking areas."

This Agreement entered into as of the day and year first written above.

OWNER

BY _____

ARCHITECT

TOM JACKSON, INC.
126 PEBBLE CREEK DRIVE
TAYLORS, SOUTH CAROLINA 29687
BY Thomas R. Jackson, President

NOTICE TO GOLF COURSE ARCHITECTS

Submission of a resume of qualifications from golf course architects will be received by the S. C. Department of Parks, Recreation and Tourism, Division of State Parks, 1205 Pendleton Street, Columbia, S. C. 29201 until 5:00 P.M. EST, Tuesday, October 31, 1978 for the design development and construction phases necessary to fully complete an 18-hole golf course at Hickory Knob State Resort Park, McCormick County, South Carolina.

Resumes and/or inquiries should be directed to Pearce Thomson at the above address (telephone 803/758-3634).

Firms submitting resume of qualifications shall include a list of all contracts, including construction cost, the firm has executed on State work in the past two years.

PEARCE THOMSON
ENGINEERING & PLANNING COORDINATOR
S. C. DEPARTMENT OF PARKS, RECREATION
AND TOURISM

ATTACHMENT IV

LIST OF ALL ARCHITECTURAL & ENGINEERING CONTRACTS
AWARDED IN THE PAST THREE YEARS

1. September 1976

Alexander-Moormann & Associates
Aiken, S. C.

Renovation of community building
Barnwell State Park
Construction cost - \$215,000

2. March 1976

Johnny T. Johnson & Associates
West Columbia, S. C.

Upgrading sewage treatment facilities at
four state parks
Construction cost - \$330,000

3. October 1978

Neal Architects
Greenville, S. C.

Community Building
Table Rock State Park
Estimated construction cost \$250,000

4. October 1978

Wilbur Smith & Associates
Columbia, S. C.

Advise and consult on the planning for
development and use of Hampton Plantation
Architectural fee - \$7,500,000

5. December 1978

Wilkins-Wood & Associates
Florence, S. C.

Swimming Pool Complex
Lynches River State Park
Estimated construction cost - \$360,000



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

RECEIVED

DEC 22 1978

BUDGET AND CONTROL BOARD
OFFICE OF EXECUTIVE DIRECTOR

December 21, 1978

Mr. William T. Putnam, Executive Director
South Carolina State Budget and Control Board
205 Wade Hampton Office Building
Post Office Box 11333
Columbia, South Carolina 29211

Dear Bill:

SUBJECT: PRT PROJECTS FOR BUDGET AND CONTROL BOARD ACTION

This will confirm arrangements for our request for the following two PRT consultant firm contracts to be on the agenda of the State Budget and Control Board meeting on Thursday, January 4, 1979, at 2:30 p.m.:

Hickory Knob State Park Golf Course Architect Contract

Lake Hartwell State Park Architecture, Engineering and Master
Planning Contract

We will be in contact with Bill McInnis to make arrangements for whatever information needs to be submitted to your office by Wednesday, December 27.

Sincerely,

Fred P. Brinkman

FPB:pbs

South Carolina Department of Parks, Recreation & Tourism

Suite 113, Edgar A. Brown Building ■ 1205 Pendleton Street ■ Columbia, South Carolina 29201

STATE BUDGET AND CONTROL BOARD

POLL OF January 4, 1979

EXHIBIT II

1/4/79

POLL ITEM NUMBER

2Agency: Parks, Recreation and TourismSubject: A&E Selection Approval Request

PRT Engineering and Planning Coordinator Pearce Thomson advises that the following firms, listed in preference order, have been selected for the Lake Hartwell State Park architecture, engineering and master planning contract:

<u>Firm</u>	<u>Location</u>	<u>Reported State Work in Prior Two Years</u>
(1) Davis & Floyd Engineers, Inc. and Robert E. Marvin & Associates	Greenwood Walterboro	\$ 1,025,000
(2) Edward Pinckney Associates, Ltd.	Hilton Head Island	-0-
(3) McNair, Gordon, Johnson & Karasiewicz/Kenneth B. Simmons	Columbia	9,581,000

Board Action Requested:

Approve selection of Davis & Floyd Engineers, Inc., and Robert E. Marvin & Associates for the referenced project.

Vote Of Board Member: (Please indicate by initialing appropriate line below.) I approve of the above action. I disapprove of the above action. Hold for regular meeting.Attachments:

Thomson 12/22/78 letter to McPherson plus attachments



December 27, 1978

Mr. John A. McPherson, Jr.
Chief Engineer
S. C. Budget & Control Board
P. O. Box 11333
Columbia, SC 29211

RECEIVED
DEC 29 1978
S. C. BUDGET AND
CONTROL BOARD

RE: Approvals of A/E Firms

Dear John:

The approval of the A/E firms for the following two projects has been placed on the agenda of the Budget and Control Board meeting for Thursday, January 4, 1979, per conversations last week between PRT Executive Director, Fred P. Brinkman and Board Assistant Executive Director William A. McInnis.

HICKORY KNOB GOLF COURSE - Project - P28-008

Attached is all information asked for in your memo dated September 21, 1978 on the above subject requesting the approval of Tom Jackson, Inc. as the golf course architect for this project.

LAKE HARTWELL STATE RESORT PARK

Attached is all information asked for in your memo of September 21, 1978 on the subject requesting approval of Davis and Floyd Inc./Robert E. Marvin and Associates (a joint venture) as the design team for this project except the proposed contract.

As discussed with Mr. McInnis, the contract will be delivered to you on Tuesday, January 2, 1979 and will be on AIA Form B141, July 1977 edition with Article 15 attached as you requested.

As further information for the Board, I've attached a copy of the memo to me from Jo Claire Hanvey outlining the scope of this project that we have been using with the A/E team to develop the contract.

Should there be any questions on either of these approval requests, please let me know.

Pearce Thomson
Engineering and Planning Coordinator

PBT/vys

cc: Fred P. Brinkman, Executive Director



December 22, 1978

RECEIVED
DEC 28 1978

S. C. BUDGET AND
CONTROL BOARD

Mr. John A. McPherson, Jr.
Chief Engineer
S. C. State Budget & Control Board
P. O. Box 11333
Columbia, South Carolina 29211

Re: A/E Team Selection/Lake Hartwell State Resort Park

Dear Mr. McPherson:

The attached advertisement for professional services appeared in the Columbia STATE and the GREENVILLE NEWS on the following dates:

1. Sunday, October 29, 1978
2. Sunday, November 5, 1978

Resumes from the 19 teams on the attached list were received. On Monday, December 4, 1978, interviews were held with the following four teams, listed in the order of preference as determined by the selection committee and approved by the S. C. Parks, Recreation and Tourism at its December 8, 1978 meeting:

1. Davis & Floyd Engineers, Inc.
Greenwood, S. C.

Robert E. Marvin & Associates
Walterboro, S. C.

(A Joint Venture)

2. Edward Pinckney Associates, Ltd.
Hilton Head Island, S. C.

3. McNair, Gordon, Johnson & Karasiewicz
Columbia, S. C.

Kenneth B. Simmons Associates

(A Joint Venture)

South Carolina Department of Parks, Recreation & Tourism

Suite 113, Edgar A. Brown Building ■ 1205 Pendleton Street ■ Columbia, South Carolina 29201

Mr. John A. McPherson, Jr.
December 22, 1978
Page 2

4. Piedmont Engineers, Architects, Planners
Greenville, S. C.

In selection of these firms, consideration was given to the amount of State work undertaken by each firm during the past two years.

Davis and Floyd, Inc./Robert E. Marvin and Associates (A Joint Venture) was selected based on the firms' experience which includes: work with recreational facilities in the Piedmont, a reputation for producing good construction documents, and projects that work.

It is believed that this team of designers is well qualified to manage the scope of the Lake Hartwell project:

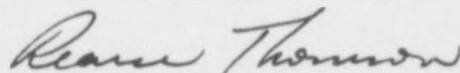
- Good interrelationship among firms
- Strong in engineering ability
- Strong in site planning/landscape architecture
- Good project management capability
- Strong in land surveying
- Well qualified golf course architect
- Well qualified architect

In the past, PRT has worked with the principal firms and was pleased with the work performed.

The South Carolina Parks, Recreation and Tourism Commission has recommended the approval of Davis and Floyd, Inc./Robert E. Marvin and Associates as the primary design team for this project and requests the Budget and Control Board to also approved this choice.

Should there be any questions, please let me know.

Sincerely,



Pearce Thomson
Engineering & Planning Coordinator

BPT/rcb
Attachment

cc: Mr. Fred Brinkman, Executive Director

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document B141

Standard Form of Agreement Between Owner and Architect

1977 EDITION

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

RECEIVED
JAN 2 1979
S. C. BUDGET AND
CONTROL BOARD

AGREEMENT

made as of the 29th day of December in the year of Nineteen
Hundred and Seventy Eight

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

and the Architect: Davis & Floyd Engineers, Inc. and
Robert E. Marvin & Associates
(A Joint Venture)

For the following Project:

(Include detailed description of Project location and scope.)

This project is defined in document entitled, "Lake Hartwell Destination Park, Feasibility Study and Master Plan" prepared by The South Carolina Department of Parks, Recreation and Tourism, dated Fall 1978.

The Owner and the Architect agree as set forth below.

Copyright 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, © 1977 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES AND RESPONSIBILITIES

BASIC SERVICES

The Architect's Basic Services consist of the five phases described in Paragraphs 1.1 through 1.5 and include normal structural, mechanical and electrical engineering services and any other services included in Article 15 as part of Basic Services.

1.1 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 review the understanding of such requirements with the Owner.

1.1.2 The Architect shall provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 3.2.1.

1.1.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

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

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

1.2 DESIGN DEVELOPMENT PHASE

1.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

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

1.3 CONSTRUCTION DOCUMENTS PHASE

1.3.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

1.3.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.3.3 The Architect shall advise the Owner of any adjust-

ments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.3.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.4 BIDDING OR NEGOTIATION PHASE

1.4.1 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 assist in awarding and preparing contracts for construction.

1.5 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.5.1 The Construction Phase will commence with the award of the Contract for Construction and, together with the Architect's obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractor is due, or in the absence of a final Certificate for Payment or of such due date, sixty days after the Date of Substantial Completion of the Work, whichever occurs first.

1.5.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.5.3 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Architect. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.5.16.

1.5.4 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Architect in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

1.5.5 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Sub-

contractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

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

1.5.7 The Architect shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment in such amounts, as provided in the Contract Documents.

1.5.8 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 1.5.4 and on the data comprising the Contractor's 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 or performed under 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. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.5.9 The Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor. The Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, 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.

1.5.10 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

1.5.11 The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents. The Architect's decisions on any other claims, disputes or other matters, including those in question between the Owner and the Contractor, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

1.5.12 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Architect's reasonable opinion, it is

necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed.

1.5.13 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

1.5.14 The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

1.5.15 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment.

1.5.16 The extent of the duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner, the Contractor and the Architect.

1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.6.1 If the Owner and Architect agree that more extensive representation at the site than is described in Paragraph 1.5 shall be provided, the Architect shall provide one or more Project Representatives to assist the Architect in carrying out such responsibilities at the site.

1.6.2 Such 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, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.

1.6.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described in Paragraph 1.5.

1.7 ADDITIONAL SERVICES

The following Services are not included in Basic Services unless so identified in Article 15. They shall be provided if authorized or confirmed in writing by the Owner, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.

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

1.7.2 Providing financial feasibility or other special studies.

1.7.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

1.7.4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.

1.7.5 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.

1.7.6 Preparing documents of alternate, separate or sequential bids or providing extra services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase, when requested by the Owner.

1.7.7 Providing coordination of Work performed by separate contractors or by the Owner's own forces.

1.7.8 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

1.7.9 Providing Detailed Estimates of Construction Cost, analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor.

1.7.10 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

1.7.11 Providing services for planning tenant or rental spaces.

1.7.12 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Architect.

1.7.13 Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders to the extent that the adjustment in the Basic Compensation resulting from the adjusted Construction Cost is not commensurate with the services required of the Architect, provided such Change Orders are required by causes not solely within the control of the Architect.

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

1.7.15 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

struction, and furnishing services as may be required in connection with the replacement of such Work.

1.7.16 Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

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

1.7.18 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.

1.7.19 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Substantial Completion of the Work.

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

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

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

1.8 TIME

1.8.1 The Architect shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval, a schedule for the performance of the Architect's services which shall be adjusted as required as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for reasonable cause, be exceeded by the Architect.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding requirements for the Project including a program, which shall set forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.

2.2 If the Owner provides a budget for the Project it shall include contingencies for bidding, changes in the Work during construction, and other costs which are the responsibility of the Owner, including those described in this Article 2 and in Subparagraph 3.1.2. The Owner shall, at the request of the Architect, provide a statement of funds available for the Project, and their source.

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

2.4 The Owner shall furnish a legal description and 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.

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

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

2.7 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of the Owner.

2.8 The services, information, surveys and reports required by Paragraphs 2.4 through 2.7 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.9 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect.

2.10 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

ARTICLE 3

CONSTRUCTION COST

3.1 DEFINITION

3.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

3.1.2 The Construction Cost shall include at current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the Owner and any equipment which has been de-

signed, specified, selected or specially provided for by the Architect.

3.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Article 2.

3.2 RESPONSIBILITY FOR CONSTRUCTION COST

3.2.1 Evaluations of the Owner's Project budget, Statements of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, if any, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.

3.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget under Subparagraph 1.1.2 or Paragraph 2.2 or otherwise, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Any such fixed limit shall be increased in the amount of any increase in the Contract Sum occurring after execution of the Contract for Construction.

3.2.3 If the Bidding or Negotiation Phase has not commenced within three months after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

3.2.4 If a Project budget or fixed limit of Construction Cost (adjusted as provided in Subparagraph 3.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 10.2, or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost. In the case of (4), provided a fixed limit of Construction Cost has been established as a condition of this Agreement, the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to comply

with the fixed limit. The providing of such service shall be the limit of the Architect's responsibility arising from the establishment of such fixed limit, and having done so, the Architect shall be entitled to compensation for all services performed, in accordance with this Agreement, whether or not the Construction Phase is commenced.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and 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 and the Architect's employees and consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

5.1.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications, and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Architect and the Architect's consultants.

5.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

5.1.4 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

5.1.5 Expense of renderings, models and mock-ups requested by the Owner.

5.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

6.1.1 An initial payment as set forth in Paragraph 14.1 is the minimum payment under this Agreement.

6.1.2 Subsequent payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of services, on the basis set forth in Article 14.

6.1.3 If and to the extent that the Contract Time initially established in the Contract for Construction is exceeded

or extended through no fault of the Architect, compensation for any Basic Services required for such extended period of Administration of the Construction Contract shall be computed as set forth in Paragraph 14.4 for Additional Services.

6.1.4 When compensation is based on a percentage of Construction Cost, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 14.2.2, based on (1) the lowest bona fide bid or negotiated proposal or, (2) if no such bid or proposal is received, the most recent Statement of Probable Construction Cost or Detailed Estimate of Construction Cost for such portions of the Project.

6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

6.2.1 Payments on account of the Architect's Additional Services as defined in Paragraph 1.7 and for Reimbursable Expenses as defined in Article 5 shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

6.3 PAYMENTS WITHHELD

6.3.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect is held legally liable.

6.4 PROJECT SUSPENSION OR TERMINATION

6.4.1 If the Project is suspended or abandoned in whole or in part for more than three months, the Architect shall be compensated for all 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 10.4. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be equitably adjusted.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

7.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8

OWNERSHIP AND USE OF DOCUMENTS

8.1 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. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used by the Owner on

other projects, for additions to this Project, or for completion of this Project by others provided the Architect is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

8.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights.

ARTICLE 9

ARBITRATION

9.1 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 person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Architect, the Owner, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

9.2 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.

9.3 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 10

TERMINATION OF AGREEMENT

10.1 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.

10.2 This Agreement may be terminated by the Owner upon at least seven days' written notice to the Architect in the event that the Project is permanently abandoned.

10.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 10.4.

10.4 Termination Expenses include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount computed as a percentage of the total Basic and Additional Compensation earned to the time of termination, as follows:

- .1** 20 percent if termination occurs during the Schematic Design Phase; or
- .2** 10 percent if termination occurs during the Design Development Phase; or
- .3** 5 percent if termination occurs during any subsequent phase.

ARTICLE 11

MISCELLANEOUS PROVISIONS

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

11.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

11.3 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

11.4 The Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages covered by any property insurance during construction as set forth in the edition of AIA Document A201, General Conditions, current as of the date of this Agreement. The Owner and the Architect each shall require appropriate similar waivers from their contractors, consultants and agents.

ARTICLE 12

SUCCESSORS AND ASSIGNS

12.1 The Owner and the Architect, respectively, bind themselves, their 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 any interest in this Agreement without the written consent of the other.

ARTICLE 13

EXTENT OF AGREEMENT

13.1 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 14
BASIS OF COMPENSATION

The Owner shall compensate the Architect for the Scope of Services provided, in accordance with Article 6, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

14.1 AN INITIAL PAYMENT of **NOT APPLICABLE** dollars (\$ ---)
shall be made upon execution of this Agreement and credited to the Owner's account as follows:

14.2 BASIC COMPENSATION

14.2.1 FOR BASIC SERVICES, as described in Paragraphs 1.1 through 1.5, and any other services included in Article 15 as part of Basic Services, Basic Compensation shall be computed as follows:

(Here insert basis of compensation, including fixed amounts, multiples or percentages, and identify Phases to which particular methods of compensation apply, if necessary.)

1 Job L. S. \$289,349.00

This Lump Sum amount covers basic services for the following portions of the project:

Schematics; Design Development; Construction Documents; Bidding and Construction Phase for:
Primary roads, excluding parking areas and all secondary and service roads to proposed structures;
sanitary wastewater system excluding that portion of system required to service the proposed marina
and Yacht Club; wastewater treatment facilities; water transmission mains, excluding secondary and
service lines to proposed structures; water storage tanks; primary power system, excluding secondary
and service lines to proposed structures, telephone trunk system excluding service lines to proposed
structures; slope protection along causeway and bridge to Yacht Club area.

Schematics for:

Architectural

Site Amenities

Golf Course

14.2.2 Where compensation is based on a Stipulated Sum or Percentage of Construction Cost, payments for Basic Services shall be made as provided in Subparagraph 6.1.2, so that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:

(Include any additional Phases as appropriate.)

The architect will invoice monthly for services completed on each phase through date of invoice.
Payment requests will be accompanied by Progress Schedule and Certificate of Work Complete.

Schematic Design Phase:	percent (%)
Design Development Phase:	percent (%)
Construction Documents Phase:	percent (%)
Bidding or Negotiation Phase:	percent (%)
Construction Phase:	percent (%)

14.3 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 1.6, Compensation shall be computed separately in accordance with Subparagraph 1.6.2.

14.4 COMPENSATION FOR ADDITIONAL SERVICES

- 14.4.1 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Paragraph 1.7, and any other services included in Article 15 as part of Additional Services, but excluding Additional Services of consultants, Compensation shall be computed as follows:

(Here insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

REFER TO:

Attachment #1	Special Services During Construction
Attachment #2	Additional Services

NOTE:

If the Owner requests services in addition to those listed in Attachment #2, the Architect will provide same on basis of salary times a markup of 2.5. Expenses will be charged at cost plus 10% for handling.

- 14.4.2 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 1.7.21 or identified in Article 15 as part of Additional Services, a multiple of () times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 15, if required.)

Services of outside consultants will be invoiced the Owner at actual cost to the Architect.

- 14.5 FOR REIMBURSABLE EXPENSES, as described in Article 5, and any other items included in Article 15 as Reimbursable Expenses, a multiple of () times the amounts expended by the Architect, the Architect's employees and consultants in the interest of the Project.

Budget Allowance of \$32,000-

- 14.6 Payments due the Architect and unpaid under this Agreement shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

(Here insert any rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)

- 14.7 The Owner and the Architect agree in accordance with the Terms and Conditions of this Agreement that:

- 14.7.1 IF THE SCOPE of the Project or of the Architect's Services is changed materially, the amounts of compensation shall be equitably adjusted.

- 14.7.2 IF THE SERVICES covered by this Agreement have not been completed within

24 months of the date hereof, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

ARTICLE 15
OTHER CONDITIONS OR SERVICES

See Attached Article 15

OTHER CONDITIONS OR SERVICES

Pages 1 thru 5 inclusive

This Agreement entered into as of the day and year first written above.

OWNER

THE SOUTH CAROLINA

DEPARTMENT OF PARKS,

RECREATION AND TOURISM

BY

ARCHITECT

DAVIS & FLOYD ENGINEERS, INC.

ROBERT E. MARVIN & ASSOCIATES

(A JOINT VENTURE)

BY

BY

ARTICLE 15

OTHER CONDITIONS OR SERVICES

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

15.1 GENERAL:

"Where the word "ARCHITECT" appears in the TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT substitute therefor: "ARCHITECT and/or ENGINEER."

15.2 ARTICLE I - ARCHITECT AND/OR ENGINEER'S SERVICES AND RESPONSIBILITY:

Add the following subparagraph:

"1.1.5.1 Upon completion of the Schematic Design Phase, the Schematic Design Documents, including Probable Construction Cost shall be submitted to the Owner and State Engineer, and the Owner will approve the Probable Construction Cost in writing."

15.2.2 "1.2 Delete in its entirety and substitute therefor the following:

"1.2 DESIGN DEVELOPMENT PHASE

"1.2.1 Based on the Schematic Design Documents and any adjustments in the program or project budget, the Owner shall instruct the Architect, in writing, to prepare the Design Development Documents.

"1.2.2 Design Development Documents shall include sufficient material to delineate the scope of Project and to indicate the general design of the Project. Design Development Document, consisting of Drawing, Outline Specifications, Probable Construction Cost, and any other material or document necessary to prepare the Design Development Documents shall contain all architectural and/or engineering skills.

"1.2.3 Design Development Documents shall include but are not limited to the following:

"1.2.3.1 DRAWINGS:

(a) Existing topographic features and improvements affecting or relating to the proposed work. Indicate revisions to be made to existing topographic features and improvements such as grading, construction of drainage facilities, etc. Where drainage facilities are to be provided, indicate direction of flow and point of discharge by appropriate symbol or notes.

(b) Double-line drawings showing developed floor plans, proposed finished floor elevations, floor and roof framing, typical wall section, exterior elevations showing proposed floor-to-floor heights and basic details of any unusual features of construction.

CORRECTION

ARTICLE 15
OTHER CONDITIONS OR SERVICES

See Attached Article 15

OTHER CONDITIONS OR SERVICES

Pages 1 thru 5 inclusive

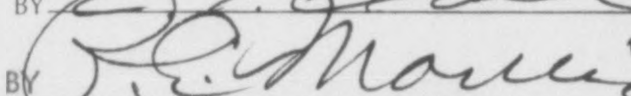
This Agreement entered into as of the day and year first written above.

OWNER
_____THE SOUTH CAROLINA_____
_____DEPARTMENT OF PARKS,_____
_____RECREATION AND TOURISM_____

BY _____

ARCHITECT
_____DAVIS & FLOYD ENGINEERS, INC._____
_____ROBERT E. MARVIN & ASSOCIATES_____
_____(A JOINT VENTURE)_____

BY  _____

BY  _____

ARTICLE 15

OTHER CONDITIONS OR SERVICES

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

15.1 GENERAL:

"Where the word "ARCHITECT" appears in the TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT substitute therefor: "ARCHITECT and/or ENGINEER."

15.2 ARTICLE I - ARCHITECT AND/OR ENGINEER'S SERVICES AND RESPONSIBILITY:

Add the following subparagraph:

"1.1.5.1 Upon completion of the Schematic Design Phase, the Schematic Design Documents, including Probable Construction Cost shall be submitted to the Owner and State Engineer, and the Owner will approve the Probable Construction Cost in writing."

15.2.2 "1.2 Delete in its entirety and substitute therefor the following:

"1.2 DESIGN DEVELOPMENT PHASE

"1.2.1 Based on the Schematic Design Documents and any adjustments in the program or project budget, the Owner shall instruct the Architect, in writing, to prepare the Design Development Documents.

"1.2.2 Design Development Documents shall include sufficient material to delineate the scope of Project and to indicate the general design of the Project. Design Development Document, consisting of Drawing, Outline Specifications, Probable Construction Cost, and any other material or document necessary to prepare the Design Development Documents shall contain all architectural and/or engineering skills.

"1.2.3 Design Development Documents shall include but are not limited to the following:

"1.2.3.1 DRAWINGS:

(a) Existing topographic features and improvements affecting or relating to the proposed work. Indicate revisions to be made to existing topographic features and improvements such as grading, construction of drainage facilities, etc. Where drainage facilities are to be provided, indicate direction of flow and point of discharge by appropriate symbol or notes.

(b) Double-line drawings showing developed floor plans, proposed finished floor elevations, floor and roof framing, typical wall section, exterior elevations showing proposed floor-to-floor heights and basic details of any unusual features of construction.

(c) Basic information necessary to establish space requirements and functional arrangement.

(d) Functional layout of mechanical, electrical and electronic features, special equipment, plumbing and heating to include, where applicable:

(1) Location of evaporative coolers and/or air conditioning units.

(2) General scale layout of equipment, heater and/or boiler rooms showing space requirements and auxiliary equipment proposed.

(3) Location and approximate size of special equipment to be installed such as compressors, generators, transformers, electronic equipment racks, consoles, panels, distributing frames, hoists, cranes, etc.

(e) Location, dimension, sections, areas and capacities, as applicable to parking areas, access roads, driveways, walks, etc.

(f) Location and size of existing or proposed sanitary sewers, water mains, gas mains and electrical service in the vicinity of the proposed buildings. Size and location of transformers. Elevations of gravity lines. Location of proposed building connections with notations showing which of the necessary utility extensions or connections beyond the 5-foot building line will be provided.

(g) Provide simplified schematic electrical diagrams for each electronic or instrumentation system to show that the required system functions are being provided.

"1.2.3.2 Outline Specifications and Probable Construction Cost shall be developed to a uniform level, reflecting the material, trades, mechanical and electrical system, and specialties required to reflect the Project as a whole.

"1.2.4 Upon completion of Design Development Phase, the Design Development Documents, including Outline Specifications and Probable Construction Cost shall be submitted to the Owner and State Engineer, and the Owner will approve the Probable Construction Cost in writing."

15.2.3 Add the following subparagraph:

"1.3.4.1 Prior to advertising for bids for construction, the Architect and/or Engineer shall submit the Construction Documents and Probable Construction Cost and shall obtain written approval of the Probable Construction Cost from the Owner..

"1.3.4.2 Submission of the Construction Documents and Probable Construction Documents and Probable Construction Cost to the Owner and State Engineer and the approval of the Probable Construction Cost shall not relieve the Architect and/or Engineer of any responsibility for design deficiencies, omission or errors."

Add the following subparagraphs:

5.2.4 "1.5.4.1 Periodic visit by the ARCHITECT and/or ENGINEER may vary with the progress of the work and other conditions, but shall average not less than one visit by the ARCHITECT and/or ENGINEER or his representative to the project per week during the course of construction. The ARCHITECT and/or ENGINEER 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.

"1.5.4.1.2 Should the CONTRACTOR fall behind in his construction schedule by more than four weeks, the ARCHITECT and/or ENGINEER shall notify the OWNER in writing."

15.2.5 1.5.9 Delete in its entirety and substitute therefor the following:

"1.5.9 The ARCHITECT and/or ENGINEER 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 and/or ENGINEER 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."

15.2.6 Add the following subparagraph:

"1.5.14.1 Where a Change Order is required due to field adjustment, design deficiency omission or error, the Change Order shall be prepared at no cost to the Owner."

15.2.7 Add the following Subparagraphs:

"1.5.17 Upon completion of the CONSTRUCTION PHASE, the ARCHITECT and/or ENGINEER 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 and/or ENGINEER 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 and/or ENGINEER.

"1.5.18 One month prior to the expiration of the one-year warranty period as called for in the CONSTRUCTION DOCUMENTS, the ARCHITECT and/or ENGINEER 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 and/or ENGINEER shall assist the OWNER in taking necessary action to see that the deficiencies are corrected."

15.2.8 1.7.17 Delete this Subparagraph in its entirety.

15.3 ARTICLE 2 - THE OWNER'S RESPONSIBILITY:

15.3.1 2.4 First line following Owner delete "shall furnish" and substitute therefor the following:

"will furnish, if requested, by the ARCHITECT and/or ENGINEER."

15.4 ARTICLE 3 - CONSTRUCTION COST:

15.4.1 Add the following Subparagraph:

"3.1.3.1 Compensation to the ARCHITECT and/or ENGINEER shall be as set forth in Article 14. 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 field adjustments, design deficiencies, omission or errors, the amount of that Change Order shall not apply toward computation of ARCHITECT and/or ENGINEER'S compensation".

15.4.2 Add the following Subparagraph:

"3.2.2.1 Fixed limit of Construction Cost shall be the Probable Construction Cost as defined in Subparagraph 1.3.4.1".

15.4.3 6.1.3 Delete in its entirety and substitute therefor the following:

"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 and/or ENGINEER, 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 14.4.1 and 14.4.2 for Additional Services. No additional services by the ARCHITECT and/or ENGINEER in connection with semi-final and final inspection."

15.5 ARTICLE 8: OWNERSHIP OF DOCUMENTS:

15.5.1 ARTICLE 8: Delete in its entirety and substitute therefor new ARTICLE 8 as follows:

"ARTICLE 8: OWNERSHIP OF DOCUMENTS".

8.1 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 and/or ENGINEER agrees to and does hereby grant to the Owner a royalty-free

license to all such data which he may cover by copyright and to all designs as to which he may assert any rights or establish any claim under the design patent or copyright laws.

"8.2 In the case of future reuse of the documents the Owner reserves the right to negotiate with the ARCHITECT and/or ENGINEER for compensation for the acceptance of any professional liability."

"8.3 In the event the Owner does not exercise the option to negotiate with the ARCHITECT and/or ENGINEER FOR THE Architect's and/or Engineer's acceptance of any professional liability, it is understood that the ARCHITECT and/or ENGINEER is no longer liable in the reuse of the documents.

15.6 ARTICLE 9 - ARBITRATION

Delete ARTICLE 9 in its entirety.

15.7 ARTICLE 10 - TERMINATION OF AGREEMENT

15.7.1 10.3 Fourth line following "Expense" change comma "," to period "." and delete rest of sentence.

15.7.2 10.4 Delete in its entirety.

15.8 ARTICLE 11 - MISCELLANEOUS PROVISIONS

15.8.1 11.1 Second line following "laws of" delete remaining of sentence and substitute therefor the following:

"-----South Carolina."

15.9 ARTICLE 14 - BASIS OF COMPENSATION

15.9.1 14.6 Delete in its entirety and substitute therefor the following:

"14.6 Payment due the ARCHITECT and/or ENGINEER under this Agreement shall bear interest at six percent per annum commencing forty-five days after date of billing."

license to all such data which he may cover by copyright and to all designs as to which he may assert any rights or establish any claim under the design patent or copyright laws.

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ATTACHMENT #1

CONTRACT FOR ARCHITECTURAL AND RELATED SERVICES
LAKE HARTWELL DESTINATION PARK

SPECIAL SERVICES
DURING CONSTRUCTION

Resident Inspection Allowance for

this Phase of the Project

\$35,000-

\$35,000-

ATTACHMENT #2

CONTRACT FOR ARCHITECTURAL AND RELATED SERVICES
LAKE HARTWELL DESTINATION PARK

ADDITIONAL SERVICES

1.	Mapping and Control for Planning Paragraph 1.7.3	
(a)	1" = 100' 4' Contour (616+ Acres)	\$ 12,500-
(b)	Map Reductions 1" = 200' (616+ Acres)	600-
(c)	Map Enlargements 1" = 50' (400+ Acres)	1,500-
(d)	Reproducible Chronars 1" = 100' (616+ Acres)	300-
(e)	Color Prints 1" = 200' (616+ Acres)	1,200-
(f)	Ground Control Grid and Monuments	<u>17,150-</u>
	TOTAL LUMP SUM	\$ 33,250-
2.	Topographic Surveys and Layouts for Design Paragraph 1.7.3	
(a)	180 Acres @ 1" = 20' with Tree Count	54,000-
(b)	Survey Route for Utilities and Topo for Construction Sites	<u>24,600-</u>
	ALLOWANCE	\$ 78,600-

ATTACHMENT #2

CONTRACT FOR ARCHITECTURAL AND RELATED SERVICES
LAKE HARTWELL DESTINATION PARK

Page Two

3.	Environmental Impact Studies Paragraph 1.7.3	LUMP SUM	\$ 65,316-
4.	Marketing Study and Analysis Paragraph 1.7.2	ALLOWANCE	10,000-
5.	Master Plan Revisions and Study Paragraph 1.7.1	LUMP SUM	68,209-
6.	Site Analysis and Interpretive Plan Paragraph 1.7.3	LUMP SUM	42,500-
7.	Soils and Sub-Surface	ALLOWANCE	<u>5,000-</u>
			<u>\$302,875-</u>

NOTICE TO ARCHITECTS AND ENGINEERS

Submission of a resume of qualifications from design firms will be received by the South Carolina Department of Parks, Recreation and Tourism, 1205 Pendleton Street, Columbia, South Carolina 29201, until 5:00 P.M. EST, Tuesday, November 21, 1978, for the design and construction phases necessary to fully complete a state resort park to be located on Lake Hartwell at the I-85 and Scenic Highway 11 interchange in Oconee County, South Carolina.

This project will require a multidisciplinary design team to review conceptual development plans and to formulate a comprehensive master plan, based on detailed resource analysis, which will reflect an environmentally sensitive and functional design.

Firms submitting resumes must have the capabilities and expertise necessary to provide all services required including resource analysis and interpretation, master planning, golf course and land use design, architectural and engineering studies and plans, and complete construction plans and specifications. In addition, the design firm selected will be required to develop design and graphic standards for the entire park which will include private development.

Resumes and/or inquiries should be directed to Pearce Thomson at the above address (telephone 803/758-3634).

Facilities envisioned in the public sector include camping facilities, swimming beaches, recreational areas, cabins, boat ramps, bike trails, an 18-hole golf course and support facilities. Private development is projected to include a lodge and restaurant, cabins, a motel and a marina.

The design firm will also be expected to work with a PRT review team to insure the homogeneous development of all natural and man-made elements of the park.

Firms submitting resumes shall include a list of all contracts, including construction cost, the firm has executed on State work in the past two years.

PEARCE THOMSON
ENGINEERING & PLANNING COORDINATOR
S.C. DEPARTMENT OF PARKS, RECREATION
& TOURISM

ATTACHMENT III

FIRMS RESPONDING TO ADVERTISEMENT

	<u>Name of Design Team</u>	<u>State Work - Two Years</u>
1.	Anderson Associates Columbia, S. C.	\$ 60,000
2.	Carlisle Associates Columbia, S. C.	21,000,000
3.	Davis & Floyd Engineers, Inc. Greenwood, S. C.	1,025,000
	Robert E. Marvin & Associates Walterboro, S. C.	
	(A Joint Venture)	
4.	Fellers & Associates Columbia, S. C.	9,000,000
	Carter, Goble & Roberts, Inc. Columbia, S. C.	
	Leon Campbell & Associates Columbia, S. C.	
	(A Joint Venture)	
5.	Charles M. Gorman/Ben G. Compton Columbia, S. C.	800,000
6.	Harwood Beebe Spartanburg, S. C.	No Indication
7.	Inabinet Associates Columbia, S. C.	No State Work
8.	MBTM - Architects/Engineers Greenville, S. C.	No State Work
9.	McNair, Gordon, Johnson & Karasiewica Columbia, S. C.	9,581,000
	Kenneth B. Simmons Associates Columbia, S. C.	
	(A Joint Venture)	
10.	Neal Architects Greenville, S. C.	750,000
11.	Odell Associates Greenville, S. C.	47,500 fee

	<u>Name of Design Team</u>	<u>State Work - Two Years</u>
12.	Patchen, Mingledorff & Associates, Inc. Aiken, S. C.	\$ 44,000 fee
13.	Piedmont Engineers Greenville, S. C.	613,650
14.	Edward Pinckney/Associates Ltd. Hilton Head Island, S. C.	No State Work
15.	Prather, Thomas, Campbell & Pridgeon, Inc. Spartanburg, S. C.	550,000
16.	Russell & Axon Anderson, S. C.	No Indication
17.	Wilbur Smith & Associates Columbia, S. C.	8,300,000
18.	Stevens & Wilkinson Atlanta, Ga./Columbia, S. C.	6,000,000
19.	The Tarleton - Tankersley Architectural Group Greenville, S. C.	4,000,000

ATTACHMENT IV

LIST OF ALL ARCHITECTURAL & ENGINEERING CONTRACTS
AWARDED IN THE PAST THREE YEARS

1. September 1976

Alexander-Moormann & Associates
Aiken, S. C.

Renovation of community building
Barnwell State Park
Construction cost - \$215,000

2. March 1976

Johnny T. Johnson & Associates
West Columbia, S. C.

Upgrading sewage treatment facilities at
four state parks
Construction cost - \$330,000

3. October 1978

Neal Architects
Greenville, S. C.

Community Building
Table Rock State Park
Estimated construction cost \$250,000

4. October 1978

Wilbur Smith & Associates
Columbia, S. C.

Advise and consult on the planning for
development and use of Hampton Plantation
Architectural fee - \$7,500,000

5. December 1978

Wilkins-Wood & Associates
Florence, S. C.

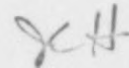
Swimming Pool Complex
Lynches River State Park
Estimated construction cost - \$360,000

INTER-OFFICE MEMORANDUM

DEPARTMENT OF PARKS, RECREATION AND TOURISM
COLUMBIA, SOUTH CAROLINA

Date: December 13, 1978
From: Jo Claire Hanvey, Park Planner
To: Pearce Thomson, Engineering & Planning Coordinator
Subject: CONTRACT CONSIDERATION FOR LAKE HARTWELL DESTINATION
RESORT PARK DEVELOPMENT

1. Consult an attorney to assure intent of project outline is covered in contract.
2. All approvals of COE cost sharing agreement must be received by PRT prior to signing a contract with design firm.
3. Suggest PRT Design review team be the same as selection committee for design team.
4. Market study, resort development co-ordination should be selected:
(a) by design team or
(b) by PRT
(c) mutual agreement -- who handles contract with such party?
5. Note attached Scope of Project, Scope of Master Plan, Scope of Market Study Analysis.
6. Note portion of cost sharing agreement with COE that will affect contract with design firms and the development process.



J. C. H.

JCH/rcb
Enclosures (4)

LAKE HARTWELL STATE RESORT PARK
SCOPE OF DESIGN TEAM SERVICES

1. General

Using the "Lake Hartwell Destination Park Feasibility Study and Master Plan" prepared by the South Carolina Department of Parks, Recreation and Tourism, Fall 1978, as a guide, the consultant will conduct all necessary site studies to implement the intent of the study and master plan. From these site studies evaluate the master plan and finalize facility densities, inter-relationships, locations and orientations: finalize the master plan. The consultant must consider all off-site and site factors as they will affect the engineering and construction phases of development.

Prepare all documents for the implementation of the final master plan. This will include the preparation of working drawings, specifications, bidding documents, etc., for the development of the public section of the park and the preparation of design criteria for the development of the private section of the park.

Provide on-site supervision of construction development. Provide maintenance and operation procedure outline and recommendation.

Due to the magnitude and complexity of this project, attention to detail in every aspect of planning and design cannot be over stressed. Because of this the consultant will be required to work with a PRT Review Team in every phase of this contract.

Estimate of time required to produce this portion of work.

Method of calculating compensation for work.

Meet with PRT design review committee.

Design input

Payment schedule

Work schedule

Meet with market analysis resort development coordinator

II. Program Analysis

1. Review of PRT programs, goals and objectives. Comprehensive review of "Lake Hartwell Destination Park Feasibility Study and Master Plan".
2. Contact with Highway Department and Corps of Engineers to co-ordinate plans for site.
3. Analysis with similar projects.
- *4. Preliminary review and discussions with potential private leasors.
5. Preliminary market analysis.
6. Preliminary architectural/engineering requirements.
7. Program update and adjustment.

Estimate of time required to produce this portion of work.

Method of calculating compensation for work.

Meet with PRT design review committee.

Design input

Payment schedule

Work schedule

Meet with market analysis resort development coordinator

III. Site Analysis: for proposed private and public development areas

1. Review existing site data.
2. Conduct ecological inventories necessary to complete data.
3. Analyze carrying capacity of land.
4. Analyze local area data, growth patterns and land use trends.
5. Analyze utilities: existing, proposed and project requirements.
6. Summarize physical data.
7. All site studies and analysis to be available to private developers for co-ordination of development.

Estimate of time required to produce this portion of work.

Method of calculating compensation for work.

Meet with PRT design review committee.

*To be handled in conjunction with market study firm.

Design input

Payment schedule

Work schedule

Meet with market analysis resort development coordinator

IV. Master Plan and Architectural Concepts

1. Prepare master plan concept alternatives based on adjusted program and comprehensive site analysis (see Scope of Master Plan).
2. Test alternatives against program requirements, land capacity, architectural requirements, private lessors requirements, local agencies, funding agencies, cost, etc.
3. Update program for additions and adjustments indicated by concept alternatives.
4. Should concept alternative based on adjusted program and comprehensive site analysis indicate that a major portion of original master plan is unfeasible, PRT and design team will re-negotiate contract.
5. Update architectural and engineering concepts.
6. Select concept alternative, refine and update.
7. Present concepts for review adjustment and approval.
8. Prepare master plan, including architectural and engineering schematics, from approved concept.
9. Prepare preliminary cost estimate based on master plan.
10. Present master plan and cost estimates for review, adjustment and approval.
11. Based on approved master plan, engineering and architectural concepts, update and adjust program.
12. Prepare phasing plan for review and approval.

Estimate of time required to produce this portion of work.

Method of calculating compensation for work.

Meet with PRT design review committee.

Design input

Payment schedule

Work schedule

Meet with market analysis resort development coordinator.

V. Architectural Design Standards

1. Prepare architectural design standards.
2. Review architectural design standards for adjustment and approval.
3. Prepare language for adopting and enforcing architectural design standards.

Estimate of time required to produce this portion of work.

Method of calculating compensation for work.

Meet with PRT design review committee.

Design input

Payment Schedule

Work Schedule

Meet with market analysis resort development coordinator.

VI. Prepare Graphic Design Standards

1. Prepare graphic design standards.
2. Review graphic design standards for adjustment and approval.
3. Prepare language for adopting and enforcing graphic design standards.

Estimate of time required to produce this portion of work.

Method of calculating compensation for work.

Meet with PRT design review committee.

Design input

Payment schedule

Work schedule

Meet with market analysis resort development coordinator.

VII. Site Development Contract Documents

1. Refine site plans area by area according to approved phasing plan and refined architectural requirements.
2. Coordinate technical alternatives and materials and method of availability.
3. Coordinate final design decisions and adjustments and check against program requirements.
4. Update cost estimates.
5. Prepare contract documents for review adjustment and approval.
6. All exact locations of site development to be approved in writing by PRT prior to construction.

Estimate of time required to produce this portion of work.

Method of calculating compensation for work.

Meet with PRT design review committee.

Design input

Payment schedule

Work schedule

Meet with market analysis resort development coordinator.

VIII. Architectural Contract Documents

1. Refine architectural concepts and coordinate with refined site plans.
2. Coordinate technical alternatives and materials and method availability.
3. Coordinate final design decisions and adjustments and check against program requirements.
4. Update cost estimates.
5. Prepare contract documents for review adjustment and approval.
6. All exact locations of all buildings and facilities to be approved in writing by PRT prior to construction.

Estimate of time required to produce this portion of work.

Method of calculating compensation for work.

Meet with PRT design review committee.

VII. (A) Engineering Contract Documents

1. Refine engineering concepts and coordinate with refined site plans.
2. Coordinate technical alternatives and materials and method availability.
3. Coordinate final design decisions and adjustments and check against program requirements.
4. Update cost estimates.
5. Prepare contract documents for review adjustment and approval.
6. All exact locations of facilities to be approved in writing by PRT prior to construction.

Estimate of time required to produce this portion of work.

Method of calculating compensation for work.

Meet with PRT design review committee.

Design input

Payment Schedule

Work Schedule

Meet with market analysis resort development coordinator.

Design input

Payment schedule

Work schedule

IX. Contract Administration and Observation

1. Define limits of contract areas.
2. Conduct pre-construction meetings with successful contractors.
3. Assign contract administration responsibilities.
4. Coordinate contract administration.
5. Conduct final inspections.

Estimate of time required to produce this portion of work.

Method of calculating compensation for work.

Meet with PRT design review committee.

Design input

Payment schedule

Work schedule

Meet with market analysis resort development coordinator.

X. Maintenance and Operation Procedures, Requirements and Recommendations
For Management of Forest and Range Resources, Including but not limited
to:

1. Control of soil erosion.
2. Suppress wildfires
3. Control vectors and pests.
4. Maintain reservoir shoreline in attractive condition.

Estimate of time required to produce this portion of work.

Method of calculating compensation for work.

Meet with PRT design review committee.

Design input

Payment schedule

Work schedule

Meet with market analysis resort development coordinator.

XI. Final Inspection of Project & Payment & Termination of Contract

Estimate of time required to produce this portion of work.

Method of calculating compensation for work.

Meet with PRT design review committee.

Design input

Payment schedule

Work schedule

Meet with market analysis resort development coordinator.

NOTE: Design firm shall be prepared to make presentations to the PRT Commission at key stages of the work as requested by PRT.

SCOPE OF MASTER PLAN

- I. Form of Master Plan:
 - A. Maps, overlays, report, graphs, tables, etc., as necessary to best describe information required by scope of master plan.
 - B. Much of this information will be considered in conceptual stages prior to adoption of final master plan.
- II. Clearly delineate public and private development areas and facilities.
- III. Master Plan shall address the following areas of concern:
 - A. Road layout - surface treatment, length and width of roadway.
 - B. Parking - required amount, surface treatment, space requirements.
 - C. Utilities - water, sewer, fire, electrical, phone, cable T.V., etc., existing, proposed and project requirements.
 - D. Golf Course - tee, fairway and green layout.
 - E. All Circulation Ways - Pedestrian: hiking, nature, exercise, bikes, motor bikes, golf carts, shuttlebus, auto, bus, horse, other.
 1. Indicate surface treatment, space requirements, construction elements (bridges, ramps, steps, etc.) or suitable allowance for these elements.
 2. At intersection or junction of difference circulation routes, indicate treatment: grade separation, signage, rest stops, etc.
 - F. Buildings and Shelters - indicate quantities, spacial requirements, density levels.
 1. Motel/Hotel, marina, and other selected private development projects should be located on master plan - exact special requirements, density levels, to be determined by market analysis resort development coordinator.
 2. Consider spacial arrangements and grouping related activities
 - G. Camping Facilities - Exact number, type and overall space requirements for camping facilities to be indicated. (Separate tent camping from trailer-campers).
 - H. Picnic Area - Exact number, type and spacial requirements to be indicated.
 - I. Recreational Facilities - Exact number, type and spacial requirements to be indicated (to include but not restricted to activities as shown on master plan 1978).
 - J. All nature areas to be undisturbed shall be indicated. Management recommendations to be made and submitted prior to termination of project.
 - K. All site improvement practices to be indicated (erosion control practices recommended and related construction projects, i.e., rip rap, re-forestation, ground cover, etc.)
 1. Problem areas to be noted on plan (bad washes, gullies, etc.)
 2. Maintenance and erosion control practices to be made and submitted prior to termination of project.
 - L. All other facilities, amenities, etc., to be shown on master plan or stated in report.
- IV. Preliminary indication of buffer areas, areas to be planted heavily, or clear-cut areas to be shown on master plan.

- V. All high use areas to be outlined in plan: specific site plan development derived from these areas.
- VI. Spacial relationships of use areas to be considered throughout master plan development.
- VII. After market studies and density levels for private development section of site are developed: design team shall delineate specific site for development: designation of sites should include all the land necessary to allow the facility to function, but not more. Input from specific developers if identified in time would be most beneficial in this effort. Also growth and expansion development areas should be designated. Designation of specific sites would be in conjunction with lease arrangements for these sites.

COSTS SHARING AGREEMENT WITH COE

Points of emphasis to be upheld in further development processes in contract with COE:

- 48.1 ac. received by COE from PRT and will be credited to PRT toward construction.
- Exhibit "A" - master plan, depicts and identifies types and quantities of facilities to be constructed by PRT & COE.
- Costs to be adjusted as stated in paragraph 1-d: maintains that types and quantities of facilities may vary and that COE will only participate to the extent of those types and quantities as shown in "A". (Any changes in master plan will have to be approved by COE).
- Award of construction contract (contracts on basis of competitive bid) to lowest responsible bidder - Subject to approval of contracting officer.
- COE lease of 616.28 ac. to PRT will be made in a separate lease agreement.
- COE & PRT pay 50% development costs as outlined later in contract. Payments to be in accordance with and limited by:
 - State makes all payments
 - COE reimburses PRT for 50% or Corps' share of costs. 50% of each element as costs are incurred.
 - As approved by contracting officer.

Art. 2. (a) "Less 50% of COE and all other COE costs chargeable to administration of the contract"

- PRT to keep time sheets and be able to account for it's A/E time and administrative time chargeable to project.
- To claim reimbursement: PRT from COE -
 1. Submit invoices in quadruplicate including itemized list of total actual costs incurred and supported by such evidence of payment by PRT as required by contracting officer; with a bill for 50% of such costs (minus COE administration costs which COE will state) balance will be paid to PRT.
- All original invoices, time cards, payroll records, material records, accounts, cancelled checks and other records of costs and payments to verify actual payments shall be maintained by PRT for audit by COE pursuant to later article in contract.
- Also payment to PRT reimbursement for 48.1 ac. of land will be made toward construction costs: in "c" "partial credit" is for cost sharing responsibilities not partial credit for land --- not clear in contract.
- No future development obligations are incurred under this contract as it is now, without amendments.

- PRT may plan and develop future developments but COE will not participate under this contract. (It is not bound to it by this contract) but only with prior approval of contracting officer.
- No repayment of credit from any other federal agency will be made by COE.
- COE is bound to 50% (minus administrative and A/E costs) and not a particular dollar figure as quoted in these contract documents.
- All money making developments must (1) be compatible, (2) be approved by contracting officer, (3) COE will not pay 50% of development of these facilities.
- Fees and charges are to be approved by COE.
Revision of fees and charges every 5 years: to be mutually agreeable.
- Operation and Maintenance is responsibility of PRT with and in manner accepted by contracting officer.
- PRT will prepare (for contracting officer's approval) and implement plans and programs for effective management of forest and range resources including control of soil erosion, suppress wildfires, control vectors and pests, maintain shoreline of reservoir in attractive condition.

Pearce Thomson
December 13, 1978
Page 14

- COE can make inspections at anytime and will inspect at final inspection.

- Article 15 to be considered by design firm when drawing up contract and specifications for construction work.

LAKE HARTWELL DESTINATION PARK
SCOPE OF WORK TO BE ACCOMPLISHED BY
MARKET ANALYSIS - RESORT DEVELOPMENT COORDINATOR

- Prepared by:
1. Engineering & Planning Section
Division of State Parks
in conjunction with
 2. Division of Planning and
 3. Advertising & Development Section
Division of Tourism

SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION & TOURISM

For Private Sector Development

The resort coordinator shall be responsible for representing the S. C. Department of Parks, Recreation and Tourism in an effort to obtain desirable development by private concerns on specified portions of the Lake Hartwell Destination Resort Park. He will also be responsible to and work closely with the design team as selected by PRT.

Market Analysis

- Before park development begins a detailed feasibility study should be accomplished for the hotel/motel complex along with the lodge/convention facility. This should include a break-even analysis based on the quantity and types of facilities proposed by the design firm and approved for study by PRT design review committee. These analyses shall be undertaken by qualified specialists.
- Before park development begins a thorough feasibility study should be undertaken by a marina expert relating the demand for boat slips in the area, respective slip sizes, types of services and relationship to the yacht club facility. This should include a break-even analysis.

Review Conceptual Development Plans

- Meet with PRT design review committee and design team to study concept alternatives and project programs.
- Prepare Developers Package Proposal (work to be done in conjunction with design team)
 - A. Feasibility study
 - B. Site study and other site analysis
 - C. Engineering report - borings
 - D. Utilities and support facilities to be provided and maintained by the state.
 - E. Outline of land lease
 - F. Summary of related development promotional plans of the project as a whole
 - G. Outline of developer's requirements including architectural design criteria and graphic design criteria and financial responsibility (B-3)
 - H. Architectural excellence may be used by PRT as a basis for selection.

Suggested Procedure

- A. Advertisement to obtain written notice of developer's interest
 - 1. Suggest use Wall Street Journal, Charleston, Greenville, Columbia, Charlotte and Atlanta papers.
 - 2. Allow 30 days for any developer interested to record his interest in developing the site - simple letter of interest - no obligation

3. Formal written notices may also be mailed directly to known developers and interested parties.

B. Upon identification of interested developers

1. Arrange personal informal interview to outline proposal. (Do not ever group these people).
2. All developers indicating an interest to proceed and prepare a proposal should then be given the formal proposal package.
3. Allow 90 days for preparation of proposals which require:
 - a. Preliminary architectural drawings of proposed structure which meet architectural design criteria as previously established by design team and expressed in developer's package program.
 - b. Plan for development including financing plan.
 - c. Identification and qualifications of developer, architect, builder, franchise and management companies.
 - d. Financial statements of all owners.
 - e. Other information as the state may request.
4. In the event of proposals of equal substance, the state could make the selection on the basis of architectural excellence. In so doing, an eminent architectural committee of three would review and recommend to the state.

Alternative Procedures

Alternate methods for obtaining desirable developers who are interested in this project may be established by resort coordinator but such methods must be reviewed and approved by PRT design review committee prior to meeting with any prospective developer.

Delineation of Acceptable Developers

After receipt of all proposals put forth by interested developers, the PRT design review committee and the design firm will confer and decide which developers meet PRT requirements. These selected developers will be informed and negotiation with developer, architect, builder, lender and PRT will begin.

Negotiation Period

During the negotiation period the developer, architect, builder, lender and PRT will work on a day-to-day basis to finalize all preliminaries culminating in a groundbreaking.

Note:

1. This process will be repeated with regard to each aspect of proposed private sector development.
2. The final document land lease will require considerable legal time between the attorneys for the state, developer, and lender. We do not see the advisability or necessity of putting together a "final" document because such a document cannot be constructed without the required input of the lender and developer. In our opinion, the final document will take between three and four months to produce and get all the approvals and revisions made.

We believe, that by then, we can identify developers interest and be in process of negotiations.

3. The resort coordinator will review "Development Strategy of Motel/Hotel Complexes on State Owned Properties" as prepared by Advertising and Development Section, Division of Tourism, S. C. Department of PRT. This report outlines the nature of the land lease arrangements suitable for the purposes of developing the private sector of the Lake Hartwell Destination Resort Park. Any proposed lease arrangements with private concerns will be worked out in detail with the S. C. Dept. of PRT.
4. After completion of each phase of the work as described above, the resort coordinator will meet with the PRT design review committee and discuss payments for his portion of work completed. He will estimate the time to complete remaining work and give cost estimate for remaining work. Method of payments for remaining work will be negotiated. He shall also be responsible for scheduling the projects so that the resulting sequence of development is co-ordinated with the functions of the public sector of park.
5. Resort coordinator will assist PRT with the administration of contracts with private concerns as required by PRT. He will represent PRT with regard to maintaining all design criteria as set forth by design team and approved by PRT as it affects private development.

STATE BUDGET AND CONTROL BOARD

POLL OF January 4, 1979POLL ITEM NUMBER 3EXHIBIT III
1/4/79Agency: University of South Carolina - ColumbiaSubject: A&E Selection Approval Request

USC Dean Harold Brunton advises that the following firms, listed in preference order, have been selected for the Computer Service Center project (for which \$5,810,000 of Capital Improvement Bonds have been authorized):

<u>Firm</u>	<u>Location</u>	<u>Reported State Work in Prior Two Years</u>
(1) Wilbur Smith & Associates	Columbia	Part of \$19,200,000 plus \$419,000 consulting fees
(2) Geiger McElveen Kennedy	Columbia	Part of \$23,131,000 plus
(3) Stevens & Wilkins	Columbia	-0-

Dean Brunton advises that the selection of Wilbur Smith & Associates is due to the involvement of Bruce Flemming who has done most of the mechanical engineering work on the Columbia Campus over the past two years.

Board Action Requested:

Approve selection of Wilbur Smith & Associates for Computer Service Center project, as requested by USC.

Vote Of Board Member: (Please indicate by initialing appropriate line below.)

_____ I approve of the above action.
_____ I disapprove of the above action.
_____ Hold for regular meeting.

Attachments:

To be provided



cc: Vice President B. A. Daetwyler
Asst. V.P. W. S. Turbeville

UNIVERSITY OF SOUTH CAROLINA

COLUMBIA, S. C. 29208

DIVISION OF OPERATIONS

January 3, 1979

State Budget and Control Board
P. O. Box 11333
Columbia, South Carolina 29211

Attention: Mr. John A. McPherson, Jr., State Engineer

SUBJECT: Architect Appointment, Computer Service Center

Gentlemen:

After following prescribed State and University procedures for the selection of architects, the following firms are recommended for the Computer Service Center, listed in descending order of priority:

1. Wilbur Smith and Associates
2. Geiger, McElveen and Kennedy
3. Stevens and Wilkinson

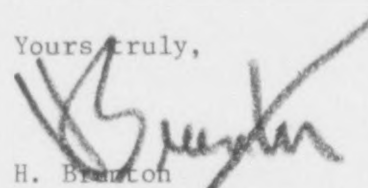
In selecting the top three firms, consideration was given to the amount of State projects each firm has executed contracts for in the past two years prior to date project was first advertised. In addition, on this particular project, specific emphasis was placed on the technical abilities of the firms involved because of special requirements of the Computer Service Center.

Attached to this letter is a sheet indicating the factors that were used in evaluating the different architectural firms. A very critical item in the design of the new building will be its integration with the existing mechanical systems in the present building. All of those systems were designed and extensively modified by mechanical engineers headed by Bruce Flemming. Mr. Flemming currently is head

State Budget and Control Board
January 3, 1979
Page Two

of the Wilbur Smith mechanical section. Because of this factor, as well as other demonstrated technical capabilities, the University review committees concluded that the firm of Wilbur Smith and Associates has unusual qualifications for this project. They therefore recommended it as the No. 1 firm.

Yours truly,



H. Branton
Vice President - Operations

HB/mf/as

Attachments:

- Exhibit A - Copy of newspaper architect/engineer advertisement, inserted in August 17 and August 20, 1978, newspapers
- Exhibit B - Architects responding to advertisement, with a listing of the State contracts they had in previous two years
- Exhibit C - Listing of architects selected for personal interviews
- Exhibit D - A and E contracts awarded by University in past three years
- Attachment 1 - Proposed architect agreement
- Attachment 2 - Proposed permanent improvement project Form E-1

Considerations in Evaluating Architect/Engineers

The proposed Computer Service Center Building is quite different from other University structures. In selecting the top three architect/engineer firms, the following were the main areas for evaluation:

1. Architectural Design - Because of its rather simple layout both in interior and exterior and the lack of a need for any unusual architectural treatment, the need for special architectural design experience was not considered very important on this particular project.
2. Mechanical Systems - The mechanical design of the proposed building is probably the most critical aspect of the project, particularly as it affects the computer room. Computers require very tight limits in regard to temperature and humidity. Computers cannot work if air conditioning shuts off, which means standby equipment is needed.

Currently, the Computer Center is supplied with steam and chilled water from the West Energy Facility. Since that facility currently does not have sufficient capacity for the new building, careful study must be made as to whether it would be better and/or more economical to have the new Computer Building separately supplied, particularly with air conditioning capacity.

Finally, a very large mechanical problem will be the coordination of mechanical systems of the new addition with those currently existing in the present structure. There also will be very limited opportunity to shut down the computer at the time that moves are made.

3. Electrical Design - Computers are also very sensitive to disruptions of electrical power, even as short as a few microseconds. Currently standby motor generator sets are used for emergency. Over the years, the University has studied the possibility of using a system called UPS (Uninterrupted Power Service). The purpose of this rather expensive and space-consuming system is to provide a battery standby if for some reason the power should ever be lost. It also has the advantage of smoothing out the incoming power waves.

In connection with the new facility, we believe the architects/engineers need to make a thorough investigation to study the possibility of installing or providing for such a system in the future.

4. Security System - In a recent visit to three very large computer centers in Washington, Baltimore and Philadelphia a few months ago, a major concern was expressed on security aspects--including physical access to the computer equipment. Security has been met by installing the computer behind heavy concrete walls, including, in some places heavy steel plate. Other security measures are special computer attuated doors, guard inspection, fingerprint analysis, etc. While the University has been very fortunate in not having many security problems, such consideration should be designed into the new facility.

It was because of the above special considerations, that the advertisement for architect/engineer services qualifications stressed the desirability of industrial experience and in computer installation experience. (See attached). These factors also weighed heavily in selecting the top three firms.

EXHIBIT "A"

ARCHITECTS/ENGINEERS
QUALIFICATION REQUEST

The University of South Carolina —
Columbia Campus requests re-
sumes of qualifications for firms
interested in providing
architectural/engineering services
for the following project:

Computer Science Building

This facility will be an industrial-
type structure with complicated
electrical and mechanical design.
Therefore firms interested in this
project should give their ex-
perience in computer installations
and comparable industrial work.

Firms submitting resumes of qual-
ifications shall include a list of all
contracts, including construction
costs, the firm has executed on
State work in the past two years.

Resumes must be received in the
office of Physical Facilities and
Campus Planning, University of
South Carolina, 743 Green Street,
Columbia, South Carolina, 29208,
not later than September 4, 1978.

Advertisement inserted in August 17, 1978 issue of The State newspaper.

UNIVERSITY OF SOUTH CAROLINA
 ARCHITECT/ENGINEER QUALIFICATION REQUEST
 COMPUTER SERVICE BUILDING

Architects Responding to August 20, 1978 Advertisement

Firm Name	Location	State Contracts (in past 2 years)	
		Agency	Amount
Alexander-Moormann & Associates	Aiken, S.C.	Warrenville Armory	\$ 457,879
		USC-Aiken Campus	1,600,000
		" " "	50,000
		" " "	53,000
		USC-Large Animal Facility	230,000
			<u>\$ 2,390,879</u>
Blume, Cannon & Ott	Columbia, S.C.	Jefferson Armory	\$ 160,000
Geiger, McElveen, Kennedy	Columbia, S.C.	Medical Univ. of S.C.	\$28,000,000
Lockwood Greene	Spartanburg, S.C.	The Citadel	\$ 123,000
		S.C. School for Deaf/Blind	163,000
			<u>\$ 286,000</u>
Lucas & Stubbs	Charleston, S.C.	S.C. State Housing Authority	\$ 1,570,222
		Clemson University	4,000,000
			<u>\$ 5,570,222</u>
MBTB	Greenville, S.C.	"	0
J. E. Sirrine Company	Greenville, S.C.	Francis Marion College (Fine Arts Center)	\$ 2,300,000
Stevens & Wilkinson	Columbia, S.C.		0
Wilbur Smith & Associates	Columbia, S.C.	S.C. Dept. of Corrections	\$17,000,000
		Dept. of Highways	1,500,000
			<u>\$18,500,000</u>

UNIVERSITY OF SOUTH CAROLINA - COLUMBIA CAMPUS

EXHIBIT D

PROCUREMENT OF ARCHITECT/ENGINEER SERVICES
COMPUTER SERVICE CENTER BUILDINGe. A&E Contracts Awarded by University in Past Three Years

7/08/76	Hallman & Weems Classroom Bldg. (Aiken)	\$1,337,942	Aiken, S.C.
7/26/76	Lucas & Stubbs College Center Bldg. (Coastal)	\$1,035,000	Charleston, S.C.
8/01/76	Pearlstine/Anderson Kimbel Center (Georgetown)	\$ 240,287	Columbia, S.C.
8/18/76	Lockwood-Greene Engineers, Inc. Multimedia/Classroom (Spartanburg)	\$1,396,881	Spartanburg, S.C.
11/12/76	Gill, Wilkins & Wood Service Facility/Warehouse (Coastal)	\$ 207,152	Florence, S.C.
12/02/77	Alexander-Moormann & Assoc. Animal Research Facility (Columbia)	\$ 241,215	Aiken, S.C.
8/23/78	Carlisle Assoc. Barnwell College Renovation (Columbia)	\$1,900,000 (Budget)	Columbia, S.C.
8/23/78	Gill, Wilkins & Wood Earth & Water Sciences Center (Columbia)	\$3,700,000 (Budget)	Florence, S.C.
10/23/78	Freeman, Wells & Major Hodge Center Expansion (Spartanburg)	\$ 825,000 (Budget)	Spartanburg, S.C.
11/29/78	Hallman & Weems Aux. Services/Campus (Aiken)	\$ 728,911 (Budget)	Aiken, S.C.

Note: List does not include consultants or annual contracts

EXHIBIT "C"

UNIVERSITY OF SOUTH CAROLINA
ARCHITECT/ENGINEER QUALIFICATION REQUEST
COMPUTER SERVICE BUILDING

Architects Selected for Personal Interview

Geiger, McElveen & Kennedy

Columbia, South Carolina

MBTB

Greenville, South Carolina

J. E. Sirrine Company

Greenville, South Carolina

Wilbur Smith & Associates

Columbia, South Carolina

Stevens & Wilkinson

Columbia, South Carolina

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document B141

**Standard Form of Agreement Between
Owner and Architect**

1977 EDITION

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

AGREEMENT

made as of the 2nd day of January in the year of Nineteen
Hundred and Seventy Nine

BETWEEN the Owner: University of South Carolina

and the Architect: Wilbur Smith and Associates, Inc.

For the following Project:

(Include detailed description of Project location and scope.)

Computer Science Building
Columbia Campus
University of South Carolina

The Owner and the Architect agree as set forth below.

Copyright 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, © 1977 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES AND RESPONSIBILITIES

BASIC SERVICES

The Architect's Basic Services consist of the five phases described in Paragraphs 1.1 through 1.5 and include normal structural, mechanical and electrical engineering services and any other services included in Article 15 as part of Basic Services.

1.1 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 review the understanding of such requirements with the Owner.

1.1.2 The Architect shall provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 3.2.1.

1.1.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

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

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

1.2 DESIGN DEVELOPMENT PHASE

1.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

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

1.3 CONSTRUCTION DOCUMENTS PHASE

1.3.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

1.3.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.3.3 The Architect shall advise the Owner of any adjust-

ments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.3.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.4 BIDDING OR NEGOTIATION PHASE

1.4.1 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 assist in awarding and preparing contracts for construction.

1.5 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.5.1 The Construction Phase will commence with the award of the Contract for Construction and, together with the Architect's obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractor is due, or in the absence of a final Certificate for Payment or of such due date, sixty days after the Date of Substantial Completion of the Work, whichever occurs first.

1.5.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.5.3 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Architect. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.5.16.

1.5.4 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Architect in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

1.5.5 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Sub-

contractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

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

1.5.7 The Architect shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment in such amounts, as provided in the Contract Documents.

1.5.8 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 1.5.4 and on the data comprising the Contractor's 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 or performed under 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. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.5.9 The Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor. The Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, 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.

1.5.10 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

1.5.11 The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents. The Architect's decisions on any other claims, disputes or other matters, including those in question between the Owner and the Contractor, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

1.5.12 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Architect's reasonable opinion, it is

necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed.

1.5.13 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

1.5.14 The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

1.5.15 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment.

1.5.16 The extent of the duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner, the Contractor and the Architect.

1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.6.1 If the Owner and Architect agree that more extensive representation at the site than is described in Paragraph 1.5 shall be provided, the Architect shall provide one or more Project Representatives to assist the Architect in carrying out such responsibilities at the site.

1.6.2 Such 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, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.

1.6.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described in Paragraph 1.5.

1.7 ADDITIONAL SERVICES

The following Services are not included in Basic Services unless so identified in Article 15. They shall be provided if authorized or confirmed in writing by the Owner, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.

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

1.7.2 Providing financial feasibility or other special studies.

1.7.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

1.7.4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.

1.7.5 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.

1.7.6 Preparing documents of alternate, separate or sequential bids or providing extra services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase, when requested by the Owner.

1.7.7 Providing coordination of Work performed by separate contractors or by the Owner's own forces.

1.7.8 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

1.7.9 Providing Detailed Estimates of Construction Cost, analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor.

1.7.10 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

1.7.11 Providing services for planning tenant or rental spaces.

1.7.12 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Architect.

1.7.13 Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders to the extent that the adjustment in the Basic Compensation resulting from the adjusted Construction Cost is not commensurate with the services required of the Architect, provided such Change Orders are required by causes not solely within the control of the Architect.

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

1.7.15 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

struction, and furnishing services as may be required in connection with the replacement of such Work.

1.7.16 Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

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

1.7.18 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.

1.7.19 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Substantial Completion of the Work.

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

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

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

1.8 TIME

1.8.1 The Architect shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval, a schedule for the performance of the Architect's services which shall be adjusted as required as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for reasonable cause, be exceeded by the Architect.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding requirements for the Project including a program, which shall set forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.

2.2 If the Owner provides a budget for the Project it shall include contingencies for bidding, changes in the Work during construction, and other costs which are the responsibility of the Owner, including those described in this Article 2 and in Subparagraph 3.1.2. The Owner shall, at the request of the Architect, provide a statement of funds available for the Project, and their source.

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

2.4 The Owner shall furnish a legal description and 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.

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

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

2.7 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of the Owner.

2.8 The services, information, surveys and reports required by Paragraphs 2.4 through 2.7 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.9 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect.

2.10 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

ARTICLE 3

CONSTRUCTION COST

3.1 DEFINITION

3.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

3.1.2 The Construction Cost shall include at current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the Owner and any equipment which has been de-

signed, specified, selected or specially provided for by the Architect.

3.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Article 2.

3.2 RESPONSIBILITY FOR CONSTRUCTION COST

3.2.1 Evaluations of the Owner's Project budget, Statements of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, if any, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.

3.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget under Subparagraph 1.1.2 or Paragraph 2.2 or otherwise, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Any such fixed limit shall be increased in the amount of any increase in the Contract Sum occurring after execution of the Contract for Construction.

3.2.3 If the Bidding or Negotiation Phase has not commenced within three months after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

3.2.4 If a Project budget or fixed limit of Construction Cost (adjusted as provided in Subparagraph 3.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 10.2, or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost. In the case of (4), provided a fixed limit of Construction Cost has been established as a condition of this Agreement, the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to comply

with the fixed limit. The providing of such service shall be the limit of the Architect's responsibility arising from the establishment of such fixed limit, and having done so, the Architect shall be entitled to compensation for all services performed, in accordance with this Agreement, whether or not the Construction Phase is commenced.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and 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 and the Architect's employees and consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

5.1.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications, and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Architect and the Architect's consultants.

5.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

5.1.4 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

5.1.5 Expense of renderings, models and mock-ups requested by the Owner.

5.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

6.1.1 An initial payment as set forth in Paragraph 14.1 is the minimum payment under this Agreement.

6.1.2 Subsequent payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of services, on the basis set forth in Article 14.

6.1.3 If and to the extent that the Contract Time initially established in the Contract for Construction is exceeded

or extended through no fault of the Architect, compensation for any Basic Services required for such extended period of Administration of the Construction Contract shall be computed as set forth in Paragraph 14.4 for Additional Services.

6.1.4 When compensation is based on a percentage of Construction Cost, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 14.2.2, based on (1) the lowest bona fide bid or negotiated proposal or, (2) if no such bid or proposal is received, the most recent Statement of Probable Construction Cost or Detailed Estimate of Construction Cost for such portions of the Project.

6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

6.2.1 Payments on account of the Architect's Additional Services as defined in Paragraph 1.7 and for Reimbursable Expenses as defined in Article 5 shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

6.3 PAYMENTS WITHHELD

6.3.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect is held legally liable.

6.4 PROJECT SUSPENSION OR TERMINATION

6.4.1 If the Project is suspended or abandoned in whole or in part for more than three months, the Architect shall be compensated for all 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 10.4. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be equitably adjusted.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

7.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8

OWNERSHIP AND USE OF DOCUMENTS

8.1 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. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used by the Owner on

other projects, for additions to this Project, or for completion of this Project by others provided the Architect is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

8.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights.

ARTICLE 9

ARBITRATION

9.1 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 person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Architect, the Owner, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

9.2 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.

9.3 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 10

TERMINATION OF AGREEMENT

10.1 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.

10.2 This Agreement may be terminated by the Owner upon at least seven days' written notice to the Architect in the event that the Project is permanently abandoned.

10.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 10.4.

10.4 Termination Expenses include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount computed as a percentage of the total Basic and Additional Compensation earned to the time of termination, as follows:

- .1** 20 percent if termination occurs during the Schematic Design Phase; or
- .2** 10 percent if termination occurs during the Design Development Phase; or
- .3** 5 percent if termination occurs during any subsequent phase.

ARTICLE 11

MISCELLANEOUS PROVISIONS

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

11.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

11.3 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

11.4 The Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages covered by any property insurance during construction as set forth in the edition of AIA Document A201, General Conditions, current as of the date of this Agreement. The Owner and the Architect each shall require appropriate similar waivers from their contractors, consultants and agents.

ARTICLE 12

SUCCESSORS AND ASSIGNS

12.1 The Owner and the Architect, respectively, bind themselves, their 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 any interest in this Agreement without the written consent of the other.

ARTICLE 13

EXTENT OF AGREEMENT

13.1 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 14

BASIS OF COMPENSATION

The Owner shall compensate the Architect for the Scope of Services provided, in accordance with Article 6, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

- 14.1 AN INITIAL PAYMENT of (none) dollars (\$))
shall be made upon execution of this Agreement and credited to the Owner's account as follows:

14.2 BASIC COMPENSATION

- 14.2.1 FOR BASIC SERVICES, as described in Paragraphs 1.1 through 1.5, and any other services included in Article 15 as part of Basic Services, Basic Compensation shall be computed as follows:

(Here insert basis of compensation, including fixed amounts, multiples or percentages, and identify Phases to which particular methods of compensation apply, if necessary.)

A Fixed Fee Of:

Two Hundred Ninety Thousand Four Hundred Dollars
(\$290,400.00)

- 14.2.2 Where compensation is based on a Stipulated Sum or Percentage of Construction Cost, payments for Basic Services shall be made as provided in Subparagraph 6.1.2, so that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:

(Include any additional Phases as appropriate.)

Schematic Design Phase:	percent (15 %)
Design Development Phase:	percent (35 %)
Construction Documents Phase:	percent (75 %)
Bidding or Negotiation Phase:	percent (80 %)
Construction Phase:	percent (100%)

- 14.3 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 1.6, Compensation shall be computed separately in accordance with Subparagraph 1.6.2.

14.4 COMPENSATION FOR ADDITIONAL SERVICES

- 14.4.1 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Paragraph 1.7, and any other services included in Article 15 as part of Additional Services, but excluding Additional Services of consultants, Compensation shall be computed as follows:

(Here insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

Computation for additional services shall be negotiated prior to furnishing such services.

- 14.4.2 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 1.7.21 or identified in Article 15 as part of Additional Services, a multiple of () times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 15, if required.) (na)

- 14.5 FOR REIMBURSABLE EXPENSES, as described in Article 5, and any other items included in Article 15 as Reimbursable Expenses, a multiple of () times the amounts expended by the Architect, the Architect's employees and consultants in the interest of the Project.
(none)

- 14.6 Payments due the Architect and unpaid under this Agreement shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

(Here insert any rate of interest agreed upon.) (See Article 15.9.1)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)

- 14.7 The Owner and the Architect agree in accordance with the Terms and Conditions of this Agreement that:

- 14.7.1 IF THE SCOPE of the Project or of the Architect's Services is changed materially, the amounts of compensation shall be equitably adjusted.

- 14.7.2 IF THE SERVICES covered by this Agreement have not been completed within Forty Eight 48) months of the date hereof, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

ARTICLE 15

OTHER CONDITIONS OR SERVICES

See attached Article 15, Pages 1 through 5, Paragraphs 15.1 through 15.9 for other Conditions or Services.

In addition to the above enclosure, add the following:

- 15.10 As stated in Article 1.6 a full time Project Representative shall be employed by the Architect, with the approval of the Owner. The Owner will reimburse the Architect 50% of the salary and fringe benefits of the Project Representative, not to exceed One Thousand Dollars (\$1,000.00) per month.
- 15.11 The Fixed Fee for Basic Services as stated in Article 14.2.1 shall include the following:
 - 14.2.1.1 A Consultant, as selected by the Owner, will be retained by the Architect on power input and security considerations.
 - 14.2.1.2 Modifications to primary service will be accomplished as required to serve electrical and mechanical areas of the existing and new facilities.
- 15.12 Physical changes and/or renovations to the existing facility shall be an additional service as stated in Article 14.4.

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

University of South Carolina

Wilbur Smith and Associates, Inc.

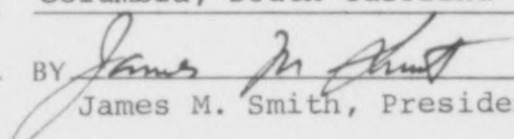
Columbia, South Carolina

Columbia, South Carolina

BY

Harold B. Brunton
Vice President for Operations

BY


James M. Smith, President

B. A. Daetwyler
System Vice President for
Business and Finance

ARTICLE 15

OTHER CONDITIONS OR SERVICES

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

15.1 GENERAL:

"Where the word "ARCHITECT" appears in the TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT substitute therefor: "ARCHITECT and/or ENGINEER."

15.2 ARTICLE I - ARCHITECT AND/OR ENGINEER'S SERVICES AND RESPONSIBILITY:

Add the following subparagraph:

"1.1.5.1 Upon completion of the Schematic Design Phase, the Schematic Design Documents, including Probable Construction Cost shall be submitted to the Owner and State Engineer, and the Owner will approve the Probable Construction Cost in writing."

15.2.2 "1.2 Delete in its entirety and substitute therefor the following:

"1.2 DESIGN DEVELOPMENT PHASE

"1.2.1 Based on the Schematic Design Documents and any adjustments in the program or project budget, the Owner shall instruct the Architect, in writing, to prepare the Design Development Documents.

"1.2.2 Design Development Documents shall include sufficient material to delineate the scope of Project and to indicate the general design of the Project. Design Development Document, consisting of Drawing, Outline Specifications, Probable Construction Cost, and any other material or document necessary to prepare the Design Development Documents shall contain all architectural and/or engineering skills.

"1.2.3 Design Development Documents shall include but are not limited to the following:

"1.2.3.1 DRAWINGS:

(a) Existing topographic features and improvements affecting or relating to the proposed work. Indicate revisions to be made to existing topographic features and improvements such as grading, construction of drainage facilities, etc. Where drainage facilities are to be provided, indicate direction of flow and point of discharge by appropriate symbol or notes.

(b) Double-line drawings showing developed floor plans, proposed finished floor elevations, floor and roof framing, typical wall section, exterior elevations showing proposed floor-to-floor heights and basic details of any unusual features of construction.

(c) Basic information necessary to establish space requirements and functional arrangement.

(d) Functional layout of mechanical, electrical and electronic features, special equipment, plumbing and heating to include, where applicable:

(1) Location of evaporative coolers and/or air conditioning units.

(2) General scale layout of equipment, heater and/or boiler rooms showing space requirements and auxiliary equipment proposed.

(3) Location and approximate size of special equipment to be installed such as compressors, generators, transformers, electronic equipment racks, consoles, panels, distributing frames, hoists, cranes, etc.

(e) Location, dimension, sections, areas and capacities, as applicable to parking areas, access roads, driveways, walks, etc.

(f) Location and size of existing or proposed sanitary sewers, water mains, gas mains and electrical service in the vicinity of the proposed buildings. Size and location of transformers. Elevations of gravity lines. Location of proposed building connections with notations showing which of the necessary utility extensions or connections beyond the 5-foot building line will be provided.

(g) Provide simplified schematic electrical diagrams for each electronic or instrumentation system to show that the required system functions are being provided.

"1.2.3.2 Outline Specifications and Probable Construction Cost shall be developed to a uniform level, reflecting the material, trades, mechanical and electrical system, and specialties required to reflect the Project as a whole.

"1.2.4 Upon completion of Design Development Phase, the Design Development Documents, including Outline Specifications and Probable Construction Cost shall be submitted to the Owner and State Engineer, and the Owner will approve the Probable Construction Cost in writing."

15.2.3 Add the following subparagraph:

"1.3.4.1 Prior to advertising for bids for construction, the Architect and/or Engineer shall submit the Construction Documents and Probable Construction Cost and shall obtain written approval of the Probable Construction Cost from the Owner..

"1.3.4.2 Submission of the Construction Documents and Probable Construction Documents and Probable Construction Cost to the Owner and State Engineer and the approval of the Probable Construction Cost shall not relieve the Architect and/or Engineer of any responsibility for design deficiencies, omission or errors."

Add the following subparagraphs:

- 15.2.4 "1.5.4.1 Periodic visit by the ARCHITECT and/or ENGINEER may vary with the progress of the work and other conditions, but shall average not less than one visit by the ARCHITECT and/or ENGINEER or his representative to the project per week during the course of construction. The ARCHITECT and/or ENGINEER 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.

"1.5.4.1.2 Should the CONTRACTOR fall behind in his construction schedule by more than four weeks, the ARCHITECT and/or ENGINEER shall notify the OWNER in writing."

- 15.2.5 1.5.9 Delete in its entirety and substitute therefor the following:

"1.5.9 The ARCHITECT and/or ENGINEER 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 and/or ENGINEER 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."

- 15.2.6 Add the following subparagraph:

"1.5.14.1 Where a Change Order is required due to field adjustment, design deficiency omission or error, the Change Order shall be prepared at no cost to the Owner."

- 15.2.7 Add the following Subparagraphs:

"1.5.17 Upon completion of the CONSTRUCTION PHASE, the ARCHITECT and/or ENGINEER 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 and/or ENGINEER 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 and/or ENGINEER.

"1.5.18 One month prior to the expiration of the one-year warranty period as called for in the CONSTRUCTION DOCUMENTS, the ARCHITECT and/or ENGINEER 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 and/or ENGINEER shall assist the OWNER in taking necessary action to see that the deficiencies are corrected."

15.2.8 1.7.17 Delete this Subparagraph in its entirety.

15.3 ARTICLE 2 - THE OWNER'S RESPONSIBILITY:

15.3.1 2.4 First line following Owner delete "shall furnish" and substitute therefor the following:

"will furnish, if requested, by the ARCHITECT and/or ENGINEER."

15.4 ARTICLE 3 - CONSTRUCTION COST:

15.4.1 Add the following Subparagraph:

"3.1.3.1 Compensation to the ARCHITECT and/or ENGINEER shall be as set forth in Article 14. 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 field adjustments, design deficiencies, omission or errors, the amount of that Change Order shall not apply toward computation of ARCHITECT and/or ENGINEER'S compensation".

15.4.2 Add the following Subparagraph:

"3.2.2.1 Fixed limit of Construction Cost shall be the Probable Construction Cost as defined in Subparagraph 1.3.4.1".

15.4.3 6.1.3 Delete in its entirety and substitute therefor the following:

"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 and/or ENGINEER, 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 14.4.1 and 14.4.2 for Additional Services. No additional services by the ARCHITECT and/or ENGINEER in connection with semi-final and final inspection."

15.5 ARTICLE 8: OWNERSHIP OF DOCUMENTS:

15.5.1 ARTICLE 8: Delete in its entirety and substitute therefor new ARTICLE 8 as follows:

"ARTICLE 8: OWNERSHIP OF DOCUMENTS".

8.1 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 and/or ENGINEER agrees to and does hereby grant to the Owner a royalty-free

license to all such data which he may cover by copyright and to all designs as to which he may assert any rights or establish any claim under the design patent or copyright laws.

"8.2 In the case of future reuse of the documents the Owner reserves the right to negotiate with the ARCHITECT and/or ENGINEER for compensation for the acceptance of any professional liability."

"8.3 In the event the Owner does not exercise the option to negotiate with the ARCHITECT and/or ENGINEER FOR THE Architect's and/or Engineer's acceptance of any professional liability, it is understood that the ARCHITECT and/or ENGINEER is no longer liable in the reuse of the documents.

15.6 ARTICLE 9 - ARBITRATION

Delete ARTICLE 9 in its entirety.

15.7 ARTICLE 10 - TERMINATION OF AGREEMENT

15.7.1 10.3 Fourth line following "Expense" change comma "," to period "." and delete rest of sentence.

15.7.2 10.4 Delete in its entirety.

15.8 ARTICLE 11 - MISCELLANEOUS PROVISIONS

15.8.1 11.1 Second line following "laws of" delete remaining of sentence and substitute therefor the following:

"-----South Carolina."

15.9 ARTICLE 14 - BASIS OF COMPENSATION

15.9.1 14.6 Delete in its entirety and substitute therefor the following:

"14.6 Payment due the ARCHITECT and/or ENGINEER under this Agreement shall bear interest at six percent per annum commencing forty-five days after date of billing."

STATE BUDGET AND CONTROL BOARD

POLL OF January 4, 1979

POLL ITEM NUMBER 4

EXHIBIT IV
1/4/79
4

Agency: Department of Mental Health

Subject: A&E Selection Approval Request

Commissioner William S. Hall advises that the following firms, listed in preference order, have been selected for the 300-bed long-term care facility project:

<u>Firm</u>	<u>Location</u>	<u>Reported State Work in Prior Two Years</u>
(1) Stevens & Wilkinson	Columbia	\$ -0-
(2) Carlisle Associates, Inc.	Columbia	\$ 115,000
(3) McNair, Gordon, Johnson and Karaszewicz	Columbia	part of \$8,000,000 + 750,000

The required selection procedure has been followed.

Architectural and engineering studies relating to a 300-bed intermediate care facility project were authorized in Section 4 of Act 646 of 1978 (the Capital Improvement Bond Act) along with a study of Crafts-Farrow and South Carolina State Hospital facilities to determine the improvements needed to meet Medicaid requirements. A study of a new recreation facility at the South Carolina State Hospital also was authorized. All of these studies are to be financed by excess patient fee reserves.

Board Action Requested:

Approve selection of Stevens & Wilkinson for the referenced project, subject to the concurrence of the Bond Review Committee.

(Note: Bond Review Committee Chairman Senator Roddey has agreed to the inclusion of this item on the present agenda.)

Vote Of Board Member: (Please indicate by initialing appropriate line below.)

_____ I approve of the above action.
_____ I disapprove of the above action.
_____ Hold for regular meeting.

Attachments:

Hall 10/16/78 letter to McPherson plus attachments



South Carolina Department of Mental Health

P.O. Box 485 / 2414 Bull Street / Columbia, South Carolina 29202 / (803) 758-8090

William S. Hall, M.D.
State Commissioner of Mental Health

October 16, 1978

RECEIVED
OCT 20 1978

**S. C. BUDGET AND
CONTROL BOARD**

Mr. John A. McPherson, Jr., P. E.
State Engineer
S. C. State Budget and Control Board
P. O. Box 11333
Columbia, South Carolina 29211

RE: Project No.
300 Bed Long Term Care Facility

Dear Mr. McPherson:

In compliance with Article 1 of Chapter 5 of the Code of Laws, I am enclosing the Mental Health Commission's selection of Architectural Consultant for the above referenced project. The Mental Health Commission during a meeting of October 3, 1978 selected the firm of ⁽¹⁾Stevens and Wilkinson. Other firms considered by the Commission were Carlisle Associates, Inc.; and McNair, Gordon, Johnson and Karasiewicz. ⁽²⁾

I am enclosing a tentative contract negotiated with Stevens and Wilkinson, a list of all firms submitting resumes or letters of interest, a statement of construction projects undertaken in the preceding two years, and certificate that project was duly advertised requesting resumes of interested architectural or engineering firms.

The following additional information that you have requested is furnished below:

- A. 1. List of firms interviewed.
 - a. McMillan Associates
 - b. Carlisle Associates
 - c. Clark Associates, Inc.
 - d. Renshaw-Heilman & Associates
 - e. McNair, Gordon, Johnson and Karasiewicz
 - f. Lockwood-Greene
 - g. William Bailey Kauric
 - h. Stevens & Wilkinson
 - i. LaFaye Associates
 - j. Robert Opshal Architect
2. Names of firms in order of preference.
 - a. Stevens & Wilkinson
 - b. Carlisle Associates
 - c. McNair, Gordon, Johnson & Karasiewicz

3. In selecting and recommending to the Mental Health Commission, consideration was given to the amount of State projects each firm submitting a resume' had contracted in the past two years.
4. The selection of Stevens and Wilkinson was based upon professional ability of Mr. Robert Lyles and Mr. Lesesne Monteith; the firm being in a position to begin work on the project immediately and commitment to complete Design Development Phase and portions of Construction Document Phase to determine, as accurate as possible, the project cost by May 1979; and the amount of State contracts. The consideration for Carlisle in the second position was Mr. William Carlisle and staff's ability; the company's position to begin work on the project; and amount of State contracts. The consideration of McNair, Gordon, Johnson and Karasiewicz placing it in third position was the amount of State contracts.

- B. 1. A copy of the advertisement is enclosed.
2. The following listed firms responded to the advertisement:

Blume, Cannon and Otts
Paul E. Allen, AIA
MBTB Architects/Engineers
Fred J. Parrish Architectural Associates
William Anderson AIA Architects/Planners
Carlisle Associates, Inc.
Westmoreland, McGarity, Pitts Architects
Clark Associates, Inc.
Lee and Prathers Architects
Architectural Design Environmental Planning
Lambert, Yates and Associates
Columbia Architectural Group, Inc.
Odell Associate
Architects Boudreaux, Ltd.
Design Collaborative
The Tarleton-Tankersley Architectural Group, Inc.
McNair, Gordon, Johnson & Karasiewicz
Wilbur Smith & Associates
Johnson-Pace Associates
Lockwood-Greene Architects/Engineer
Comprehension Architects
K. S. Espedahl Architect
Lucas & Stubbs
J. E. Sirrine Company
Archizign
William Bailey Kauric, Architect
Enwright Associates, Inc.
Gill, Wilkins & Wood
Stevens & Wilkinson
LaFaye
Rosenblum Architect

Mr. McPherson

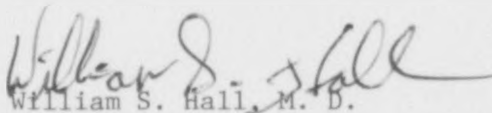
Page 3

October 16, 1978

Robert Opshal Architect
Fellers
Craig, Gaulden & Davis, Architects
Pertus Engineers, Inc.

I would appreciate your review of this request and recommending to Mr. William T. Putnam, Executive Director of the Budget and Control Board, for the Board's approval of the Mental Health Commission's selection of Stevens and Wilkinson as the Architectural Consultant for the referenced project

Sincerely,

A handwritten signature in dark ink, appearing to read "William S. Hall". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

William S. Hall, M. D.
State Commissioner of Mental Health

WSH:rsh

Enclosures

THE AMERICAN INSTITUTE OF ARCHITECTS



RECEIVED
OCT 20 1978

S. C. BUDGET AND
CONTROL BOARD

AIA Document B141

Standard Form of Agreement Between Owner and Architect

1977 EDITION

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

AGREEMENT

made as of the _____ day of _____ in the year of Nineteen
Hundred and _____

BETWEEN the Owner: SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH

and the Architect: STEVENS & WILKINSON
ARCHITECTS ENGINEERS PLANNERS INC.

For the following Project:

(Include detailed description of Project location and scope.)

A 300 Bed Intermediate Care Facility located in Columbia, South Carolina, essentially the same as the existing C M Tucker Human Resources Center, as delineated in the Construction Documents originally prepared by L. B. C. & W. Architects, Engineers & Planners Inc. in 1968.

The Owner and the Architect agree as set forth below.

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TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES AND RESPONSIBILITIES

BASIC SERVICES

The Architect's Basic Services consist of the five phases described in Paragraphs 1.1 through 1.5 and include normal structural, mechanical and electrical engineering services and any other services included in Article 15 as part of Basic Services.

1.1 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 review the understanding of such requirements with the Owner.

1.1.2 The Architect shall provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 3.2.1.

1.1.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

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

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

1.2 DESIGN DEVELOPMENT PHASE

1.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

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

1.3 CONSTRUCTION DOCUMENTS PHASE

1.3.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

1.3.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.3.3 The Architect shall advise the Owner of any adjust-

ments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.3.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.4 BIDDING OR NEGOTIATION PHASE

1.4.1 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 assist in awarding and preparing contracts for construction.

1.5 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.5.1 The Construction Phase will commence with the award of the Contract for Construction and, together with the Architect's obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractor is due, or in the absence of a final Certificate for Payment or of such due date, sixty days after the Date of Substantial Completion of the Work, whichever occurs first.

1.5.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.5.3 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Architect. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.5.16.

1.5.4 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Architect in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

1.5.5 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Sub-

contractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

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

1.5.7 The Architect shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment in such amounts, as provided in the Contract Documents.

1.5.8 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 1.5.4 and on the data comprising the Contractor's 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 or performed under 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. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.5.9 The Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor. The Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, 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.

1.5.10 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

1.5.11 The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents. The Architect's decisions on any other claims, disputes or other matters, including those in question between the Owner and the Contractor, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

1.5.12 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Architect's reasonable opinion, it is

necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed.

1.5.13 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

1.5.14 The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

1.5.15 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment.

1.5.16 The extent of the duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner, the Contractor and the Architect.

1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.6.1 If the Owner and Architect agree that more extensive representation at the site than is described in Paragraph 1.5 shall be provided, the Architect shall provide one or more Project Representatives to assist the Architect in carrying out such responsibilities at the site.

1.6.2 Such 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, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.

1.6.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described in Paragraph 1.5.

1.7 ADDITIONAL SERVICES

The following Services are not included in Basic Services unless so identified in Article 15. They shall be provided if authorized or confirmed in writing by the Owner, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.

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

1.7.2 Providing financial feasibility or other special studies.

1.7.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

1.7.4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.

1.7.5 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.

1.7.6 Preparing documents of alternate, separate or sequential bids or providing extra services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase, when requested by the Owner.

1.7.7 Providing coordination of Work performed by separate contractors or by the Owner's own forces.

1.7.8 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

1.7.9 Providing Detailed Estimates of Construction Cost, analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor.

1.7.10 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

1.7.11 Providing services for planning tenant or rental spaces.

1.7.12 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Architect.

1.7.13 Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders to the extent that the adjustment in the Basic Compensation resulting from the adjusted Construction Cost is not commensurate with the services required of the Architect, provided such Change Orders are required by causes not solely within the control of the Architect.

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

1.7.15 Providing consultation concerning replacement of any Work damaged by fire or other cause during con-

struction, and furnishing services as may be required in connection with the replacement of such Work.

1.7.16 Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

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

1.7.18 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.

1.7.19 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Substantial Completion of the Work.

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

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

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

1.8 TIME

1.8.1 The Architect shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval, a schedule for the performance of the Architect's services which shall be adjusted as required as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for reasonable cause, be exceeded by the Architect.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding requirements for the Project including a program, which shall set forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.

2.2 If the Owner provides a budget for the Project it shall include contingencies for bidding, changes in the Work during construction, and other costs which are the responsibility of the Owner, including those described in this Article 2 and in Subparagraph 3.1.2. The Owner shall, at the request of the Architect, provide a statement of funds available for the Project, and their source.

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

2.4 The Owner shall furnish a legal description and 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.

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

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

2.7 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of the Owner.

2.8 The services, information, surveys and reports required by Paragraphs 2.4 through 2.7 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.9 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect.

2.10 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

ARTICLE 3

CONSTRUCTION COST

3.1 DEFINITION

3.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

3.1.2 The Construction Cost shall include at current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the Owner and any equipment which has been de-

signed, specified, selected or specially provided for by the Architect.

3.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Article 2.

3.2 RESPONSIBILITY FOR CONSTRUCTION COST

3.2.1 Evaluations of the Owner's Project budget, Statements of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, if any, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.

3.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget under Subparagraph 1.1.2 or Paragraph 2.2 or otherwise, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Any such fixed limit shall be increased in the amount of any increase in the Contract Sum occurring after execution of the Contract for Construction.

3.2.3 If the Bidding or Negotiation Phase has not commenced within three months after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

3.2.4 If a Project budget or fixed limit of Construction Cost (adjusted as provided in Subparagraph 3.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 10.2, or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost. In the case of (4), provided a fixed limit of Construction Cost has been established as a condition of this Agreement, the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to comply

with the fixed limit. The providing of such service shall be the limit of the Architect's responsibility arising from the establishment of such fixed limit, and having done so, the Architect shall be entitled to compensation for all services performed, in accordance with this Agreement, whether or not the Construction Phase is commenced.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and 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 and the Architect's employees and consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

5.1.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications, and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Architect and the Architect's consultants.

5.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

5.1.4 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

5.1.5 Expense of renderings, models and mock-ups requested by the Owner.

5.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

6.1.1 An initial payment as set forth in Paragraph 14.1 is the minimum payment under this Agreement.

6.1.2 Subsequent payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of services, on the basis set forth in Article 14.

6.1.3 If and to the extent that the Contract Time initially established in the Contract for Construction is exceeded

or extended through no fault of the Architect, compensation for any Basic Services required for such extended period of Administration of the Construction Contract shall be computed as set forth in Paragraph 14.4 for Additional Services.

6.1.4 When compensation is based on a percentage of Construction Cost, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 14.2.2, based on (1) the lowest bona fide bid or negotiated proposal or, (2) if no such bid or proposal is received, the most recent Statement of Probable Construction Cost or Detailed Estimate of Construction Cost for such portions of the Project.

6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

6.2.1 Payments on account of the Architect's Additional Services as defined in Paragraph 1.7 and for Reimbursable Expenses as defined in Article 5 shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

6.3 PAYMENTS WITHHELD

6.3.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect is held legally liable.

6.4 PROJECT SUSPENSION OR TERMINATION

6.4.1 If the Project is suspended or abandoned in whole or in part for more than three months, the Architect shall be compensated for all 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 10.4. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be equitably adjusted.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

7.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8

OWNERSHIP AND USE OF DOCUMENTS

8.1 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. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used by the Owner on

other projects, for additions to this Project, or for completion of this Project by others provided the Architect is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

8.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights.

ARTICLE 9

ARBITRATION

9.1 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 person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Architect, the Owner, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

9.2 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.

9.3 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 10

TERMINATION OF AGREEMENT

10.1 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.

10.2 This Agreement may be terminated by the Owner upon at least seven days' written notice to the Architect in the event that the Project is permanently abandoned.

10.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 10.4.

10.4 Termination Expenses include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount computed as a percentage of the total Basic and Additional Compensation earned to the time of termination, as follows:

- .1** 20 percent if termination occurs during the Schematic Design Phase; or
- .2** 10 percent if termination occurs during the Design Development Phase; or
- .3** 5 percent if termination occurs during any subsequent phase.

ARTICLE 11

MISCELLANEOUS PROVISIONS

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

11.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

11.3 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

11.4 The Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages covered by any property insurance during construction as set forth in the edition of AIA Document A201, General Conditions, current as of the date of this Agreement. The Owner and the Architect each shall require appropriate similar waivers from their contractors, consultants and agents.

ARTICLE 12

SUCCESSORS AND ASSIGNS

12.1 The Owner and the Architect, respectively, bind themselves, their 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 any interest in this Agreement without the written consent of the other.

ARTICLE 13

EXTENT OF AGREEMENT

13.1 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 14

BASIS OF COMPENSATION

The Owner shall compensate the Architect for the Scope of Services provided, in accordance with Article 6, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

14.1 AN INITIAL PAYMENT of N/A dollars (\$) shall be made upon execution of this Agreement and credited to the Owner's account as follows:

14.2 BASIC COMPENSATION 4.104% of Construction Cost

14.2.1 FOR BASIC SERVICES, as described in Paragraphs 1.1 through 1.5, and any other services included in Article 15 as part of Basic Services, Basic Compensation shall be computed as follows:

(Here insert basis of compensation, including fixed amounts, multiples or percentages, and identify Phases to which particular methods of compensation apply, if necessary.)

N/A

14.2.2 Where compensation is based on a Stipulated Sum or Percentage of Construction Cost, payments for Basic Services shall be made as provided in Subparagraph 6.1.2, so that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:

(Include any additional Phases as appropriate.)

Schematic Design Phase:	percent (9.0%)
Design Development Phase:	percent (11.0%)
Construction Documents Phase:	percent (35.0%)
Bidding or Negotiation Phase:	percent (5.8%)
Construction Phase:	percent (29.2%)

14.3 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 1.6, Compensation shall be computed separately in accordance with Subparagraph 1.6.2. A full time project representative will be assigned to the project during the construction phase. All cost and expenses will

AIA DOCUMENT B141 • OWNER-ARCHITECT AGREEMENT • THIRTEENTH EDITION • JULY 1977 • AIA® • © 1977 be shared equally by the owner and the architect. B141-1977 9

14.4 COMPENSATION FOR ADDITIONAL SERVICES

- 14.4.1 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Paragraph 1.7, and any other services included in Article 15 as part of Additional Services, but excluding Additional Services of consultants, Compensation shall be computed as follows:

(Here insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

2.5 X Direct Personnel Expense

- 14.4.2 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 1.7.21 or identified in Article 15 as part of Additional Services, a multiple of ONE (1.0) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 15, if required.) Food Service Consultant and Landscape Architectural Consultant

- 14.5 FOR REIMBURSABLE EXPENSES, as described in Article 5, and any other items included in Article 15 as Reimbursable Expenses, a multiple of ONE (1.0) times the amounts expended by the Architect, the Architect's employees and consultants in the interest of the Project.

Topographical Surveys, Soils Investigation, Testing

- 14.6 Payments due the Architect and unpaid under this Agreement shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

(Here insert any rate of interest agreed upon.) 6% per annum commencing 45 days after date of billing.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)

- 14.7 The Owner and the Architect agree in accordance with the Terms and Conditions of this Agreement that:

- 14.7.1 IF THE SCOPE of the Project or of the Architect's Services is changed materially, the amounts of compensation shall be equitably adjusted.

- 14.7.2 IF THE SERVICES covered by this Agreement have not been completed within

() months of the date hereof, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

ARTICLE 15

OTHER CONDITIONS OR SERVICES

STEVENS & WILKINSON ARCHITECTS ENGINEERS PLANNERS INC. AGREES TO HOLD HARMLESS BOTH THE S. C. DEPARTMENT OF MENTAL HEALTH AND L.B.C. & W. ARCHITECTS ENGINEERS PLANNERS INC. FOR POSSIBLE DEFECTS IN THE PROJECT ARISING FROM CHANGES TO OR INADEQUACIES IN THE CONSTRUCTION DOCUMENTS FOR THE C M TUCKER HUMAN RESOURCES FACILITY.

SEE ADDITIONAL CONDITIONS OR SERVICES UNDER ARTICLE 15 ATTACHED.

ARTICLE 15

OTHER CONDITIONS OR SERVICES

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

15.1 GENERAL:

"Where the word "ARCHITECT" appears in the TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT substitute therefor: "ARCHITECT and/or ENGINEER."

15.2 ARTICLE I - ARCHITECT AND/OR ENGINEER'S SERVICES AND RESPONSIBILITY:

Add the following subparagraph:

"1.1.5.1 Upon completion of the Schematic Design Phase, the Schematic Design Documents, including Probable Construction Cost shall be submitted to the Owner and State Engineer, and the Owner will approve the Probable Construction Cost in writing."

15.2.2 "1.2 Delete in its entirety and substitute therefor the following:

"1.2 DESIGN DEVELOPMENT PHASE

"1.2.1 Based on the Schematic Design Documents and any adjustments in the program or project budget, the Owner shall instruct the Architect, in writing, to prepare the Design Development Documents.

"1.2.2 Design Development Documents shall include sufficient material to delineate the scope of Project and to indicate the general design of the Project. Design Development Document, consisting of Drawing, Outline Specifications, Probable Construction Cost, and any other material or document necessary to prepare the Design Development Documents shall contain all architectural and/or engineering skills.

"1.2.3 Design Development Documents shall include but are not limited to the following:

"1.2.3.1 DRAWINGS:

(a) Existing topographic features and improvements affecting or relating to the proposed work. Indicate revisions to be made to existing topographic features and improvements such as grading, construction of drainage facilities, etc. Where drainage facilities are to be provided, indicate direction of flow and point of discharge by appropriate symbol or notes.

(b) Double-line drawings showing developed floor plans, proposed finished floor elevations, floor and roof framing, typical wall section, exterior elevations showing proposed floor-to-floor heights and basic details of any unusual features of construction.

(c) Basic information necessary to establish space requirements and functional arrangement.

(d) Functional layout of mechanical, electrical and electronic features, special equipment, plumbing and heating to include, where applicable:

(1) Location of evaporative coolers and/or air conditioning units.

(2) General scale layout of equipment, heater and/or boiler rooms showing space requirements and auxiliary equipment proposed.

(3) Location and approximate size of special equipment to be installed such as compressors, generators, transformers, electronic equipment racks, consoles, panels, distributing frames, hoists, cranes, etc.

(e) Location, dimension, sections, areas and capacities, as applicable to parking areas, access roads, driveways, walks, etc.

(f) Location and size of existing or proposed sanitary sewers, water mains, gas mains and electrical service in the vicinity of the proposed buildings. Size and location of transformers. Elevations of gravity lines. Location of proposed building connections with notations showing which of the necessary utility extensions or connections beyond the 5-foot building line will be provided.

(g) Provide simplified schematic electrical diagrams for each electronic or instrumentation system to show that the required wywtem functions are being provided.

"1.2.3.2 Outline Specifications and Probable Construction Cost shall be developed to a uniform level, reflecting the material, trades, mechanical and electrical system, and specialties required to reflect the Project as a whole.

"1.2.4 Upon completion of Design Development Phase, the Design Development Documents, including Outline Specifications and Probable Construction Cost shall be submitted to the Owner and State Engineer, and the Owner will approve the Probable Construction Cost in writing."

15.2.3 Add the following subparagraph:

"1.3.4.1 Prior to advertising for bids for construction, the Architect and/or Engineer shall submit the Construction Documents and Probable Construction Cost and shall obtain written approval of the Probable Construction Cost from the Owner..

"1.3.4.2 Submission of the Construction Documents and Probable Construction Documents and Probable Construction Cost to the Owner and State Engineer and the approval of the Probable Construction Cost shall not relieve the Architect and/or Engineer of any responsibility for design deficiencies, omission or errors."

Add the following subparagraphs:

- 15.2.4 "1.5.4.1 Periodic visit by the ARCHITECT and/or ENGINEER may vary with the progress of the work and other conditions, but shall average not less than one visit by the ARCHITECT and/or ENGINEER or his representative to the project per week during the course of construction. The ARCHITECT and/or ENGINEER 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.

"1.5.4.1.2 Should the CONTRACTOR fall behind in his construction schedule by more than four weeks, the ARCHITECT and/or ENGINEER shall notify the OWNER in writing."

- 15.2.5 1.5.9 Delete in its entirety and substitute therefor the following:

"1.5.9 The ARCHITECT and/or ENGINEER 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 and/or ENGINEER 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."

- 15.2.6 Add the following subparagraph:

"1.5.14.1 Where a Change Order is required due to field adjustment, design deficiency omission or error, the Change Order shall be prepared at no cost to the Owner."

- 15.2.7 Add the following Subparagraphs:

"1.5.17 Upon completion of the CONSTRUCTION PHASE, the ARCHITECT and/or ENGINEER 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 and/or ENGINEER 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 and/or ENGINEER.

"1.5.18 One month prior to the expiration of the one-year warranty period as called for in the CONSTRUCTION DOCUMENTS, the ARCHITECT and/or ENGINEER 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 and/or ENGINEER shall assist the OWNER in taking necessary action to see that the deficiencies are corrected."

15.2.8 1.7.17 Delete this Subparagraph in its entirety.

15.3 ARTICLE 2 - THE OWNER'S RESPONSIBILITY:

15.3.1 2.4 First line following Owner delete "shall furnish" and substitute therefor the following:

"will furnish, if requested, by the ARCHITECT and/or ENGINEER."

15.4 ARTICLE 3 - CONSTRUCTION COST:

15.4.1 Add the following Subparagraph:

"3.1.3.1 Compensation to the ARCHITECT and/or ENGINEER shall be as set forth in Article 14. 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 field adjustments, design deficiencies, omission or errors, the amount of that Change Order shall not apply toward computation of ARCHITECT and/or ENGINEER'S compensation".

15.4.2 Add the following Subparagraph:

"3.2.2.1 Fixed limit of Construction Cost shall be the Probable Construction Cost as defined in Subparagraph 1.3.4.1".

15.4.3 6.1.3 Delete in its entirety and substitute therefor the following:

"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 and/or ENGINEER, 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 14.4.1 and 14.4.2 for Additional Services. No additional services by the ARCHITECT and/or ENGINEER in connection with semi-final and final inspection."

15.5 ARTICLE 8: OWNERSHIP OF DOCUMENTS:

15.5.1 ARTICLE 8: Delete in its entirety and substitute therefor new ARTICLE 8 as follows:

"ARTICLE 8: OWNERSHIP OF DOCUMENTS".

8.1 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 and/or ENGINEER agrees to and does hereby grant to the Owner a royalty-free

license to all such data which he may cover by copyright and to all designs as to which he may assert any rights or establish any claim under the design patent or copyright laws.

"8.2 In the case of future reuse of the documents the Owner reserves the right to negotiate with the ARCHITECT and/or ENGINEER for compensation for the acceptance of any professional liability."

"8.3 In the event the Owner does not exercise the option to negotiate with the ARCHITECT and/or ENGINEER FOR THE Architect's and/or Engineer's acceptance of any professional liability, it is understood that the ARCHITECT and/or ENGINEER is no longer liable in the reuse of the documents.

15.6 ARTICLE 9 - ARBITRATION

Delete ARTICLE 9 in its entirety.

15.7 ARTICLE 10 - TERMINATION OF AGREEMENT

15.7.1 10.3 Fourth line following "Expense" change comma "," to period "." and delete rest of sentence.

15.7.2 10.4 Delete in its entirety.

15.8 ARTICLE 11 - MISCELLANEOUS PROVISIONS

15.8.1 11.1 Second line following "laws of" delete remaining of sentence and substitute therefor the following:

"-----South Carolina."

15.9 ARTICLE 14 - BASIS OF COMPENSATION

15.9.1 14.6 Delete in its entirety and substitute therefor the following:

"14.6 Payment due the ARCHITECT and/or ENGINEER under this Agreement shall bear interest at six percent per annum commencing forty-five days after date of billing."

This Agreement entered into as of the day and year first written above.

OWNER

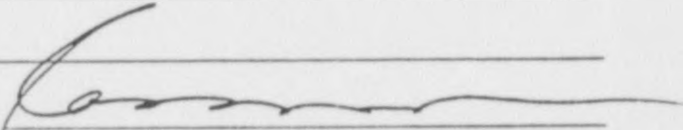
S. C. DEPARTMENT OF MENTAL HEALTH

ARCHITECT

STEVENS & WILKINSON ARCHITECTS ENGINEERS PLANNERS
INC.

BY

BY


Robert T. Lyles, AIA

NOTICE TO ARCHITECTS/ENGINEERS

The S.C. Department of Mental Health requests submission of resumes from professional architects, engineers, or planners duly licensed in the State of South Carolina and interested in providing professional services for the following projects:

1. A study of existing S.C. State Hospital facilities for future use, especially for compliance with Medicaid requirements.
2. A study of existing Crafts-Farrow State Hospital facilities for future use, especially for compliance with Medicaid requirements.
3. The design of a three hundred bed Intermediate Care Facility.
4. The design of a recreational facility for the S.C. State Hospital, William S. Hall Psychiatric Institute, and the C. M. Tucker, Jr. Human Resources Center.

Interested firms may submit on any or all of the above listed projects. Resumes and/or inquiries should be directed to the attention of Mr. Robert B. Price, P.E., Director of Engineering and Planning, S.C. Department of Mental Health, P.O. Box 485, Columbia, S.C. 29202 (803-758-8024). Resumes shall be received by C.O.B. September 1, 1978. Firms submitting resumes shall include a list of all State of South Carolina contracts including construction cost or estimates executed the past two years.

FIRMS SUBMITTING RESUMES OR LETTERS OF INTEREST

Blume, Cannon and Otts
Paul E. Allen, AIA
MBTB Architects/Engineers
Fred J. Parrish Architectural Associates
William Anderson AIA Architects/Planners
Carlisle Associates, Inc.
Westmoreland, McGarity, Pitts Architects
Clark Associates, Inc.
Lee and Prathers Architects
Architectural Design Environmental Planning
Lambert, Yates and Associates
Columbia Architectural Group, Inc.
Odell Associate
Architects Boudreaux, Ltd.
Design Collaborative
The Tarleton-Tankersley Architectural Group, Inc.
McNair, Gordon, Johnson & Karasiewicz
Wilbur Smith & Associates
Johnson-Pace Associates
Lockwood-Greene Architects/Engineer
Comprehension Architects
K. S. Espedahl Architect
Lucas & Stubbs
J. E. Sirrine Company
Archizign
William Bailey Kauric, Architect
Enwright Associates, Inc.
Gill, Wilkins & Wood
Stevens & Wilkinson
LaFaye
Rosenblum Architect
Robert Opshal Architect
Fellers
Craig, Gaulden & Davis, Architects
Pertus Engineers, Inc.

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 Carl M. Regal, Retail Advertising Manager
of THE STATE, and makes oath that the advertisement,

Notice to Architects/Engineers

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 24, 27, 1978

Carl M. Regal

Subscribed and sworn to before me
this 28th day of August 19 78.

Ernest Lee Sautter Notary Public

AUG 29 1978

Finance DIVISION

PROJECT NUMBER	PROJECT	DATE OF CONSTRUCTION CONTRACT	CONSTRUCTION CONTRACT	DATE OF PROFESSIONAL CONTRACT
26-83	Air Conditioning Two Buildings (CFSH)	May 5, 1975	J. A. Metze & Sons, Inc. (\$439,563.00)	May 29, 1974
26-84	Air Conditioning Four Buildings (SCSH)	October 1, 1975	Poole & Kent Company (\$1,357,558.00)	May 29, 1974
26-85	Supply and Laundry Center (CFSH)	August 4, 1976	Power Construction Co. (\$456,992.00)	July 15, 1975
26-86	Warehouse Renovation & Addition SCDMH	June 24, 1976	George A. Creed & Son, Co. (\$1,151,682.00)	March 27, 1975
26-87	Upgrade Electrical Service Connections (CFSH)	August 26, 1976	Gregory Electric Co. (\$120,660.00)	November 21, 1975
26-92	Additional A/C for Brynes Clinical Center	March 7, 1977	Walker Plumbing & Heating (\$84,237.00)	May 4, 1976
26-94	Village "B"			September 9, 1976
26-97	Thompson Building Renovation and A/C			August 22, 1977
26-98	Mills Buildings			August 1, 1978

CORRECTION

PROJECT NUMBER	PROJECT	DATE OF CONSTRUCTION CONTRACT	CONSTRUCTION CONTRACT	DATE OF PROFESSIONAL CONTRACT	ARCHITECTURAL/ENGINEER
26-83	Air Conditioning Two Buildings (CFSH)	May 5, 1975	J. A. Metze & Sons, Inc. (\$439,563.00)	May 29, 1974	McMillan/Bunes/Townsend/Bowen
26-84	Air Conditioning Four Buildings (SCSH)	October 1, 1975	Poole & Kent Company (\$1,357,558.00)	May 29, 1974	McMillan/Bunes/Townsend/Bowen
26-85	Supply and Laundry Center (CFSH)	August 4, 1976	Power Construction Co. (\$456,992.00)	July 15, 1975	William Bailey Kauric
26-86	Warehouse Renovation & Addition SCDMH	June 24, 1976	George A. Creed & Son, Co. (\$1,151,682.00)	March 27, 1975	Jackson-Miller-Wilds
26-87	Upgrade Electrical Service Connections (CFSH)	August 26, 1976	Gregory Electric Co. (\$120,660.00)	November 21, 1975	Tectonics, Inc.
26-92	Additional A/C for Brynes Clinical Center	March 7, 1977	Walker Plumbing & Heating (\$84,237.00)	May 4, 1976	Bruce Flemming & Associates
26-94	Village "B"			September 9, 1976	MBTB Architects/Engineer
26-97	Thompson Building Renovation and A/C			August 22, 1977	Reed-Shealy & Associates
26-98	Mills Buildings			August 1, 1978	Odell & Associates

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26-97	Thompson Building Renovation and A/C			August 22, 1977	Reed-Shealy & Associates
26-98	Mills Buildings			August 1, 1978	Ode11 & Associates

STATE PROJECTS AWARDED
IN THE PAST TWO YEARS

<u>FIRMS</u>	<u>AMOUNT OF CONTRACT</u>
Blume, Cannon and Otts	Contract amount not listed 600,000
Paul E. Allen, AIA	\$ 93,912.00
MBTB Architects/Engineers	1,308,000.00 8,659.000
Fred J. Parris Architectural Assoc.	No state projects
William Anderson AIA	Contract amount not listed 4,000 Fee
Westmoreland, McGarity, Pitts	2,000,000.00
Clark Associates, Inc.	285,000.00 (Const. Cost)
Lee and Prathers Architects	Contract amount not listed
Architectural Design Environmental Plan.	No state projects
Lashley, Yates and Associates	No state projects
Columbia Architectural Group, Inc.	No state projects
Odell Associates, Inc.	47,500.00
Architects Boudreaux, Ltd.	564,200.00
Design Collaborative	No state projects
The Tarleton-Tankersley Arch. Group	3,800,000.00
③ McNair, Gordon, Johnson & Karasiewicz	No state projects (Part of 8,000,000
② Carlisle Associates, Inc.	115,000.00 +750,000
Wilbur Smith & Associates	1,500,000.00 (21,000,000
Johnson-Pace Associates	No state projects
Lockwood-Greene Architects/Engineers	323,725.00
Comprehension Architects	No state projects
K. S. Espedahl Architect	No state projects
Lucas & Stubbs	One state project - N/A
J. E. Sirrine Company	2,300,000.00
Archizign	No state projects
William Bailey Kauric	1,000,000.00
Enwright Associates, Inc.	4,000,000.00
Gill, Wilkins & Wood	5,640,000.00
① Steven & Wilkinson	No state projects
LaFaye	No state projects
Rosenblum Architect	No state projects
Robert Opshal Architect	No state projects
Fellers	10,000.00 (Part of 8,000,000
Craig, Gaulden & Davis Architects	4,962,000.00
Pertus Engineers, Inc.	6,143,104.00

RECEIVED
OCT 25 1978

S. C. BUDGET AND
CONTROL BOARD

STATE BUDGET AND CONTROL BOARD

POLL OF January 4, 1979

POLL ITEM NUMBER 5

EXHIBIT V
1/4/79

Agency: 1. Employment Security Commission
2. Division of Administration

Subject: Consultant Services Contracts
(Please refer to attachments for details.)

Board Action Requested:

Approve

Vote Of Board Member: (Please indicate by initialing appropriate line below.)

_____ I approve of the above action.

_____ I disapprove of the above action.

_____ Hold for regular meeting.

Attachments:

Summary sheet plus "Report on Consultant" forms and attachments

CONSULTANT SERVICE CONTRACTS - \$10,000 AND OVER

AGENCY/CONSULTANT	MAXIMUM DOLLARS	SOURCE OF FUNDS	TIME PERIOD	PURPOSE
1. Employment Security Commission (a) Program Resources, Inc. Rockville, Maryland	\$40,800	100% Federal	12/15/78 9/30/79	To do research for the bibliography on the joint National Occupational Information Coordinating Committee (NOICC)/State Occupational Information Coordinating Committee (SOICC) document to develop the framework for a national occupational information system; rewrite certain sections and do a complete edit of the first draft of the NOICC/SOICC document; complete two coordinated NOICC reviews at the federal level in Washington, D.C.; present the document and do a training seminar on the occupational information system to SC users of occupational information.
(b) Coordinated Occupational Information Network Bowling Green, Ohio	\$12,650	100% Federal	11/3/78 11/2/79	To (a) provide ESC with the COIN programs, documentation and data bases; (b) to provide ESC with periodic up-dates of the data bases and revisions of COIN programs; (c) to assist ESC with analyzing any problems involving the implementation and/or operation of the COIN package; (d) to assist ESC with appropriate implementation; and, (e) to provide ESC with instructional index needed to implement the COIN program at all levels.
2. Division of Administration (OCJP) (a) Carter-Goble-Roberts, Inc. Columbia, SC	\$25,000	90% Federal 10% State	12/18/78 4/6/79	To develop pre-architectural programs and plans for seventeen (17) selected juvenile detention sites.

STATE AUDITOR'S OFFICE

DEC 22 1978

REPORT ON CONSULTANTS

Name of State Agency: S. C. Employment Security Commission

Date of Report: 11/24/78 Prepared by: Carol J. Kososki

Name of Consultant or Firm: Program Resources Inc.

Address of Consultant or Firm: 12000 Old Georgetown Rd., Suite 1009N,
Rockville Md. 20852

Terms of Consultant Contract:

Beginning Date: December 15, 1978 Ending Date: September 30, 1979

Rate of Pay: \$6,800 /Payment and *See Below
6 Payments

Purpose or Goal of Consultant:

- Do Research for the bibliography on the joint National Occupational Information Coordinating Committee (NOICC)/State Occupational Information Coordinating Committee (SOICC) document to develop the framework for a national occupational information system.
- Rewrite certain sections and do a complete edit of the first draft of the NOICC/SOICC document.
- Complete two coordinated NOICC reviews at the federal level in Washington D. C.
- Present the Document and do a training seminar on the occupational information system to South Carolina users of occupational information.

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? One

*Maximum amount that could be obligated under this contract \$40,800

Source of Funds: Federal

**This work is dependent on the professional services of the Program Resources staff who have been working with the NOICC/SOICC occupational information system task force since its inception.

1(a)

CONTRACT FOR SERVICES

THIS CONTRACT, entered into on the 5th day of December, 1978, 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 grant by the National Occupational Information Coordinating Committee (NOICC) to complete the Occupational Information System Action Plan for SOICC Directors; and

WHEREAS, the grant specifies that certain portions of the work are to be performed by a NOICC and Commission mutually agreed upon 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 designated the mutually agreed upon 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 consist of technical expertise and assistance in the preparation of the Occupational Information System Action Plan for SOICC Directors. The services shall culminate in a deliverable, to be presented to the Commission's representative. The schedule for the completion of the deliverable is as follows:

<u>Task</u>	<u>Contract Deliverable</u>	<u>Due Date</u>	<u>Copies</u>
1	Occupational Information System Action Plan for SOICC Directors	6 Months from contract date	200
2	Quarterly Progress Reports	End of each calendar quarter	

In consideration that Contractor's professional services are part of a broader effort by the Commission to contribute to the development of an 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 weekly 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 the deliverable prior to printing and dissemination.

(1) Task 1--Assist In The Completion Of The Occupational Information System Action Plan For SOICC Directors

A SOICC Directors Resource Group was convened by NOICC to develop an Action Plan for SOICC Directors to utilize in the development of an Occupational Information System (OIS). The preliminary paper developed required significant input to complete the efforts initiated by the Resource Group. The Contractor will perform the following activities in providing the services necessary to complete the Action Plan.

- . Conduct research necessary to compile a bibliography that can be incorporated in the Occupational Information System Action Plan for SOICC Directors
- . Rewrite appropriate sections of the preliminary paper developed by the SOICC Directors Resource Group
- . Edit and compile a complete draft of the OIS Action Plan
- . Develop in conjunction with the South Carolina SOICC implementation actions for SOICCs to utilize in developing their respective occupational information systems
- . Coordinate reviews of the OIS Action Plan by NOICC and appropriate Federal agencies
- . Participate in the review of the document by the SOICC Directors Resource Group
- . Identify training needs and training materials required to present the OIS Action Plan and assist in the development of these materials
- . Present the OIS Action Plan and training seminars to South Carolina users of occupational information
- . Assist in the presentation of the OIS Action Plan at the Second National Conference of SOICC Directors

(2) Submit Quarterly Progress Reports

The Contractor shall submit to the Commission's representative quarterly progress reports 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.

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 many 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 Eskimoes, 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 December 15, 1978 to September 30, 1979.

SECTION IV. COMPENSATION

The Contractor shall provide the assistance described in Section I for a fixed price of \$40,800. Invoices shall be submitted monthly in the amount of \$6,800 for each of the first six months of the contract.

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. COMMISSIONS'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 and upon funds being approved under Grant #99-8-1539-1733 from the National Occupational Coordinating Committee.

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

DEC 1 1976

Name of State Agency: Employment Security Commission

Date of Report: 12-15-78 Prepared by: Michael T. Tizzano

Name of Consultant or Firm: Coordinated Occupational Information Network

Address of Consultant or Firm: 1230 West Wooster, Bowling Green, Ohio

Terms of Consultant Contract:

Beginning Date: November 3, 1978 Ending Date

Rate of Pay: \$ 12,650.00 per year ; Maximum under this contract: \$ 12,650.00

Source of Funds: Federal (%); _____ (%); _____ (%).

Purpose or Goal of Consultant:

See Attached Memorandum Agreement!

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? _____



Coordinated Occupational Information Network

1230 West Wacker Drive • Bowling Green, Ohio 43402

Phone (419) 312-8431

USER AGENCY CONTRACT

1. This agreement is entered into this 3rd day of November, 1978, by and between Coordinated Occupational Information Network, hereinafter referred to as COIN, and South Carolina Employment Security Comm., hereinafter referred to as the Licensee. It is understood that the purpose of this agreement is to provide a program and software which will give the Licensee current and reliable occupational and educational information. Licensee will utilize and disseminate information from such program at the following sites:

<u>Facility</u>	<u>Address</u>	<u>City</u>
-----------------	----------------	-------------

(Use Attachment 1 if Necessary)

_____	_____	_____
(Send complete list when available)		
_____	_____	_____

COIN will be promptly notified by Licensee of any changes in the delivery of this program to the Licensee users.

2. OWNERSHIP: Licensee acknowledges the title of COIN to the program and will not expressly, or impliedly, represent that Licensee has any rights to said program other than expressed in this agreement.

3. USE OF PROGRAM: Licensee agrees to use the information files, data banks, print-outs, software and other materials provided by COIN for the sole purpose of servicing its clientel and constituents. Further, no modifications to the program or data will be made by Licensee without the expressed written approval of COIN.

4. NON-ASSIGNMENT: Licensee shall not assign, sublease, loan, copy or otherwise share the program with any third party. COIN will not unreasonably withhold its consent to the assignment of this agreement to any successor of Licensee.

5. FEES: Licensee agrees to pay COIN \$12,650.00, annually, payable within sixty (60) days of the execution of this agreement. The charge for such services was calculated as follows:

\$10,500 COIN Computer Software for 43 terminals

(See Attachment 1 for COIN Pricing Schedule)

\$ 2,150 Forty-Three (43) Sets of COIN User Support Materials

at \$50.00 per set.

6. SUPERVISION: Licensee will be exclusively responsible for the supervision, management and control of its use of the program.

7. COIN agrees to provide the following information to Licensee:

- a) to provide Licensee with the COIN programs, documentation and data bases;
- b) to provide licensee with periodic up-dates of the data bases and revisions of COIN programs;
- c) to assist Licensee with analyzing any problems involving the implementation and/or operation of the COIN package;
- d) to assist Licensee with appropriate implementation; and,
- e) (optional) to provide Licensee with instructional index needed to implement the COIN program at all levels.

8. TERMINATION OF AGREEMENT: Any violations of the terms and conditions of this agreement as set forth above shall constitute a breach of this agreement and shall cause the agreement to terminate. Upon such termination, the user shall return all copies of information and materials demanded by COIN.

9. SIGNATURES: The provisions of this agreement are in effect when appropriate signatures are affixed below.

COIN

By: Bob W. Dugan

Title: Director

USER AGENCY

By: Robert E. David

Title: Executive Director

Agency Name: S. C. Employment
Security Commission

Dated: November 3, 1978

Dated: November 10, 1978

STATE AUDITOR'S OFFICE

REPORT ON CONSULTANTS

Name of State Agency: Office of Criminal Justice Programs

Date of Report: December 18, 1978 Prepared by: Charles Ayer

Name of Consultant or Firm: Carter-Goble-Roberts, Inc.

Address of Consultant or Firm: 1501 Richland Street, Columbia, South Carolina 29211

Terms of Consultant Contract:

Beginning Date: December 18, 1978 Ending Date: April 6, 1979

Rate of Pay: \$ N/A per 2,500.00; Maximum under this contract: \$ 25,000.00

Source of Funds: ~~25,000.00~~ (10 %); \$22,500.00 (90 %); (%).
(State) WAM (Federal) (Other)

Grant No. 78-117

Purpose Or Goal of Consultant:

To develop pre-architectural programs and plans for seventeen (17) selected juvenile detention sites.

phase I

1. Evaluate ~~alternatives~~ *alternatives to incarceration*

2. Prep of pop forecasts (juvenile) update earlier

3. Review & analysis of standards (Nat facility stds)

4. Dev of functional program (pre-design) evaluate 17 facilities/processes
program statement on each facility

Phase II prep of architectural program - 2 dimensional sketch plans

5. Translation of 4 into

15 counties -

Some Fed & avail for const ^{3rd st} \$200,000 / est cost \$500,000

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? 6

STATE BUDGET AND CONTROL BOARD

EXHIBIT VI
1/4/79

MEETING OF January 4, 1979

AGENDA ITEM NUMBER 2

Agency: Clemson University

Subject: Disposition of Coastal Experiment Station Property and Satisfaction of
Account Payable by Clemson to the State

(Please refer to the attachment for details.)

Board Action Requested:

Consider

Staff Comment:

Attachments:

McDevitt 12/21/78 memorandum for Board of Trustees plus attachments

The State of South Carolina



RECEIVED

JAN 03 1979

BUDGET AND CONTROL BOARD
OFFICE OF EXECUTIVE DIRECTOR

Office of the Attorney General

FRANK K. SLOAN
DEPUTY ATTORNEY GENERAL

WADE HAMPTON OFFICE BUILDING
POST OFFICE BOX 11549
COLUMBIA, S. C. 29211
TELEPHONE 803-756-3970

DANIEL R. McLEOD
ATTORNEY GENERAL

January 3, 1979

Hon. Grady L. Patterson
State Treasurer
Wade Hampton Office Bldg
Columbia, S.C.

Dear Mr. Patterson:

You have requested the opinion of this Office as to the legality of certain proposed transfers of real property by Clemson University to the State Budget and Control Board for the purpose of liquidating an indebtedness due to the State by Clemson.

The following facts appear from pertinent statutes and from the resolutions adopted by the Clemson University Board of Trustees on December 29, 1978: (1) Clemson has offered to convey to the State by deed to the State Budget and Control Board certain of the lands known as Coast Experiment Station near Summerville, South Carolina, for their appraised fair market value of \$1,285,000, together with an adjoining tract of 20.78 acres which has not been appraised but is estimated to have a fair market value of more than \$82,000. (2) Clemson University has since 1971 conveyed to other State agencies a total of 92.71 acres of land in various locations in the State, the value of which is considerably in excess of \$200,000. (3) Act No. 614 of the 1971 Acts and Joint Resolutions of the State of South Carolina authorized the State Budget and Control Board, through the State Treasurer, to advance certain funds to Clemson University to be repaid from the sale of other lands, and further that in repayment of said debt by Clemson: "the State Budget and Control Board shall take into consideration the value of properties transferred" to other State entities for which Clemson received no compensation.

Hon. Grady L. Patterson
Page Two
January 3, 1979

(4) The current indebtedness due to the State Treasurer for money transferred to Clemson under Act No. 614 of 1971 is \$1,487,471; which Clemson proposes shall be liquidated by the land transfer to the State Budget and Control Board plus credit for the value of the 92.71 acres previously transferred to other State entities.

Assuming the values of the lands transferred and to be transferred are as stated, it is the opinion of this Office that the proposed transfers are a valid means of liquidating the debt presently owed to the State by Clemson University.

There is no question of Clemson's authority to effect the transfers, Code §59-119-70; nor of the Board's authority to approve and accept the transfers, Code §1-11-110. By the express provisions of Act No. 614 of 1971, the Board must credit the value of lands transferred by Clemson to other State entities in liquidation of the indebtedness authorized by the Act. See also the express language of the specific Acts authorizing transfers by Clemson of the several parcels comprising the 92.71 acres for which Clemson is entitled to have credit for the fair market value.

In addition to the Resolution adopted by the Clemson trustees, the following steps are recommended to be taken:

(1) Adoption by the State Budget and Control Board of a Resolution accepting the Clemson University offer, finding and declaring that the fair market value of the lands transferred and to be transferred is in excess of the balance owed to the State Treasurer in the sum of \$1,487,471, and directing that said indebtedness be liquidated and satisfied upon completion of the property transfers.

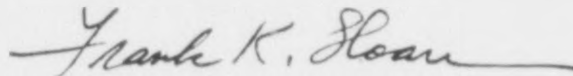
(2) Preparation, execution and delivery of necessary deeds and transfer documents.

(3) Enactment by the General Assembly of a short Act confirming and ratifying the property transfers and debt liquidation.

Hon. Grady L. Patterson
Page Three
January 3, 1979

This final item is not necessary to the validity of the actions taken, but is in accordance with customary procedure in such transactions. See for example Acts No. 515 of 1973, No. 320 of 1975 and No. 782 of 1976.

Very truly yours,

A handwritten signature in cursive script, reading "Frank K. Sloan", followed by a horizontal line.

Frank K. Sloan
Deputy Attorney General

FKS/jr

CC: Hon. William T. Putnam
Adm. Joseph B. McDevitt

McI

CLEMSON
UNIVERSITY

RECEIVED

DEC 27 1978

BUDGET AND CONTROL BOARD
OFFICE OF EXECUTIVE DIRECTOR

SECRETARY OF THE BOARD OF TRUSTEES

December 21, 1978

MEMORANDUM FOR: Members, Board of Trustees

SUBJECT: Two (2) Attached Resolutions Pertaining to Disposition
of Coast Experiment Station Lands

On July 19, 1971, the Board of Trustees authorized the employment of appraisers and approved in principle the sale of the Coast Experiment Station near Summerville, South Carolina, or any portion thereof, as a result of interest expressed by the State and Charleston Development Boards to obtain a portion of the lands of the Coast Experiment Station for industrial development. Previously, in 1965, the University, with the approval of the Budget and Control Board, had granted to the County of Dorchester a lease of 20.78 acres of the Coast Experiment Station lands for the purpose of operating an airport. The lease was for a twenty-five (25) year period, subject to renewal for 25-year periods indefinitely, with the right of either party to disapprove renewal, and the current lease continues in effect until 1990. Three (3) additional parcels of the Station have been sold: 48.21 acres to Enjay Chemical Company in 1971, indicated on the attached plat by the word "Exxon"; 14.92 acres to Ricoh Business Machines in 1973, indicated on the attached plat by the word "Ricoh"; and 23.5 acres to Stephen Mihaly, agent for Pneumo Dynamics Corporation in 1973, this tract subsequently acquired by and shown on the attached plat by the words, "National Water Lift." Approximately 690 acres are still owned by the University, including the 20.78 acres contained in the airport lease to Dorchester County.

At its meeting on September 12, 1975, the Board of Trustees noted the strong possibility that valuable natural resources may lie off the South Carolina shore on and under the Continental Shelf. It was the decision of the Board of Trustees at that time that since the market value of the Station property could increase greatly, the remaining property should be taken off the market at least for a period of approximately eighteen to twenty-four (18-24) months and that decision was communicated to the Charleston Development Board.

On October 10, 1978, Buck Mickel met with Grady Patterson, Walter Pettiss, and Bill Humphreys, Jack Hassel, and Leonard Folgum of the Charleston Development Board to discuss the possibility of Clemson transferring ownership of the Coast Experiment Station to the State of South Carolina to be made available to the South Carolina Energy Research Institute for development of research related investment operations by private sector companies. In return, the indebtedness of Clemson University to the State Treasurer for monies advanced for the purchase of the new Pee Dee Station would be liquidated. The amount of that indebtedness is \$1,487,471.00. The average

MEMO: Board of Trustees
December 21, 1978
Page -2-

of three (3) appraisals just obtained from registered M.A.I. appraisers places the fair market value of the Coast Station property at \$1,285,000.00, which is \$202,471.00 less than the remaining indebtedness.

You will note that there are listed in the attached Resolution pertaining to the Coast Experiment Station six (6) Acts of the General Assembly adopted through the period 1971-1977 pursuant to which Clemson University land has been deeded to other state agencies for which no compensation was received. Each of the Acts provided that the State Budget and Control Board would take into consideration the value of those properties in the liquidation of the monies advanced to the University for the purchase of the new Pee Dee Station. Total acreage involved in those transfers is 92.71 acres. In addition, the current appraisals which were obtained on the Coast Experiment Station land did not take into account the 20.78 acres of the Station lands which are under lease to the County of Dorchester for use as an airport. The attached proposed Resolution points out that the current fair market value of those 113.49 acres, in view of their valuable locations, is easily worth more than the \$202,471.00 difference between the indebtedness and the average of the three appraisals which have been obtained.

At one time in the development of this plan, it was envisaged that the Coast Experiment Station would be deeded to the State prior to January 10, 1979, and thereafter the State would sell approximately 100 acres to the Charleston Industrial Commission. As it has transpired, it is not possible to obtain the survey and prepare the deed to the State in that time frame. Nevertheless, the Commission desires to effect the transaction by January 9, 1979. Consequently, the second attached Resolution would have the Board of Trustees give its approval to the sale by Clemson University to the Charleston Industrial Commission of approximately 100 acres of the Coast Experiment Station lands for a price of \$266,500.00 (see tract on attached plat marked "Charleston Industrial Commission"). This would decrease the ultimate acreage deeded to the State by 100 acres, and the value of the Station as deeded to the State by \$266,500.00; however, referring again to the credit due the University for the 92.71 acres, and taking into account the current value of the 20.78 acres included in the airport, and giving those acres the not unreasonable value of \$4,100.00 per acre, the entire transaction involving the Coast Experiment Station, and the State of South Carolina, would seem to be fair and equitable to both parties.

The Administration recommends that the Board adopt both of the attached Resolutions.

With these materials being mailed this date, members should have them in hand not later than Tuesday, December 26, 1978. We will have a quorum in Jacksonville and will meet on these matters at the Jacksonville Hilton Hotel, Clemson Trustee Suite, at 4:00 p.m., Friday, December 29, 1978.

S / Bm
Joseph B. McDevitt
Secretary of the Board of Trustees

JBM/sf
Attachments

MEMO: Board of Trustees
December 21, 1978
Page -3-

Distribution:

Trustees Emeriti
Cabinet
Mr. George H. Aull, Jr.
Mr. Wade A. Green
Mr. F. Reeves Gressette, Jr.
Mr. Melvin C. Long
Mr. Davis T. Moorhead
Mr. Michael M. Ozburn
Dr. William F. Steirer

Mr. William W. Humphreys
Hon. Grady L. Patterson, Jr.
Mr. Walter R. Pettiss
Hon. William T. Putnam ✓
Frank K. Sloan, Esquire
Hon. Edgar A. Vaughn

Clemson University



RESOLUTION PERTAINING TO SALE OF LAND TO CHARLESTON INDUSTRIAL ASSOCIATION

WHEREAS, the Charleston Industrial Association of Charleston, South Carolina, desires to acquire a tract of approximately one hundred (100) acres of Clemson University land, the said tract being a part of the Coast Experiment Station near Summerville, South Carolina, and

WHEREAS, the Clemson University Board of Trustees has heretofore determined that the lands of the Coast Experiment Station are excess to the present and future needs of the South Carolina Experiment Station, and

WHEREAS, the current fair market value per acre of the Coast Experiment Station has been appraised by three (3) independent, professional appraisers during the month of December, 1978, and the average of the three appraisals places the fair market value of the one hundred acre tract desired by the Charleston Industrial Association at \$266,500.00, now, therefore,

BE IT RESOLVED, that the Clemson University Board of Trustees hereby approves the sale of approximately one hundred (100) acres of the Coast Experiment Station as depicted on the attached plat, in consideration for the payment of a sale price of \$266,500.00, with all costs of effecting the transfer of the property to be borne by the Charleston Industrial Association, and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Trustees is hereby authorized to do any and all acts and execute any and all instruments requisite to effecting this sale.

ADOPTED by the Board of Trustees of Clemson University, December twenty-ninth, nineteen hundred seventy-eight.

Joseph B. McDevitt, Secretary
Board of Trustees

Paul W. McAlister, Chairman
Board of Trustees

Clemson University



RESOLUTION PERTAINING TO COAST EXPERIMENT STATION NEAR SUMMERVILLE, SOUTH CAROLINA

WHEREAS, pursuant to General Assembly Act 614 of 1971, the State Treasurer advanced to Clemson University the monies with which Clemson University in 1972 purchased lands for the relocation of the Pee Dee Experiment Station with the understanding that the monies thus advanced represented an indebtedness to be repaid to the State Treasurer with funds generated from the sale of the present Pee Dee Experiment Station lands after the Station's relocation to the new site, which relocation is not planned until 1982, and

WHEREAS, it is the desire of the Board of Trustees of Clemson University to accelerate the liquidation of said indebtedness by conveying to the State of South Carolina the substantial acreage comprising the Coast Experiment Station (including the lands currently leased to Dorchester County for use as an airport) which are deemed excess to current South Carolina Experiment Station needs, and

WHEREAS, the average of three (3) current appraisals by qualified, professional appraisers indicates that the fair market value of the Coast Experiment Station, not including the airport lands, is \$1,285,000.00, and

WHEREAS, it is the understanding of the Board of Trustees of Clemson University that the Coast Experiment Station lands, if owned by the State of South Carolina, would constitute a valuable asset for use in the furtherance of the State's economic development efforts; now, therefore,

BE IT RESOLVED, that the Board of Trustees of Clemson University hereby offers to the Budget and Control Board of South Carolina to convey in the earliest timely manner the lands which at the time of such transfer comprise the Coast Experiment Station near Summerville, South Carolina, provided that the consideration for such conveyance shall be the liquidation of the entire indebtedness currently due the State Treasurer for monies advanced to Clemson University pursuant to Act 614 of 1971, which indebtedness amounts to \$1,487,471.00, and

BE IT FURTHER RESOLVED, that inasmuch as the average of the three appraisals which have been obtained produces a fair market value of \$1,285,000.00 which is \$202,471.00 less than the remaining indebtedness of the University, the Clemson University Board of Trustees hereby offers to forego any claims for credit toward the liquidation of the said indebtedness pursuant to the following Acts of the General Assembly, each of which provided that the "State Budget and Control Board shall take into consideration the value of the properties transferred [to other state agencies] for which no compensation is received in liquidation of monies advanced by the State Budget and Control Board to Clemson University.":

Act 614 of 1971	Florence-Darlington Technical Education Center	39.5 acres
Act 515 of 1973	S. C. State Forestry Commission	7.0 acres
Act 515 of 1973	S. C. Department of Corrections	5.0 acres
Act 320 of 1975	Tri-County Area Commission for Technical Education	34.66 acres

(continued)

Clemson University



(continued)

Act 782 of 1976	Pendleton District Historical and Recreation Commission	4.55 acres
Act 214 of 1977 (Section 22)	S. C. Wildlife & Marine Resources Department	2.0 acres
		<u>92.71 acres</u>

it being the view of the Board of Trustees that (1) the above 92.71 acres, together with the 20.78 airport acres which have not been appraised are, in view of their strategic locations, readily worth more than the aforesaid \$202,471.00, and that (2) it would be ill-advised to make the substantial expenditures which would be required to obtain current appraisals of those properties, and

FINALLY, BE IT RESOLVED by the Clemson University Board of Trustees, that if this offer is accepted by the State Budget and Control Board, the Chairman of the Board of Trustees is hereby authorized to do any and all acts and execute any and all instruments requisite to effecting on behalf of Clemson University the transaction contemplated in this Resolution.

ADOPTED by the Board of Trustees of Clemson University, December twenty-ninth, nineteen hundred seventy-eight.

Joseph B. McDevitt, Secretary
Board of Trustees

Paul W. McAlister, Chairman
Board of Trustees



VICE PRESIDENT FOR EXECUTIVE AFFAIRS
AND UNIVERSITY COUNSEL

October 12, 1978

Mr. Palmer Owings, M.A.I.
5 Cumberland Street
Charleston, South Carolina 29401

RE: Clemson Coastal Experiment Station, Near Summerville, SC

Dear Mr. Owings:

This letter will confirm our telephone agreement of this date pursuant to which you will appraise the current market value of the above-captioned property and provide us with your report in approximately one (1) month.

I indicated to you that I would ask Mr. William Humphreys of the Charleston Development Board to make available to you all information which he has which might prove useful in your making the appraisal. By copy of this letter, I am thanking Mr. Humphreys in advance for his cooperation in this matter.

Very truly yours,

5/BJM
Joseph B. McDevitt
University Counsel

JBM/sf

xcc: President Robert C. Edwards
Mr. William W. Humphreys

bxcc: Mr. Buck Mickel
The Hon. Grady L. Patterson, Jr.
The Hon. William T. Putnam ✓

OCT 16 1978



VICE PRESIDENT FOR EXECUTIVE AFFAIRS
AND UNIVERSITY COUNSEL

October 12, 1978

Mr. James H. Holcombe, M.A.I.
Real Estate Appraiser and Consultant
P. O. Box 3347
Charleston, South Carolina 29407

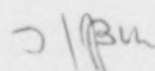
RE: Clemson Coastal Experiment Station, Near Summerville, SC

Dear Mr. Holcombe:

Clemson University has previously obtained on July 30, 1971, July 25, 1973, and June 1, 1975, your appraisals of the market value of the above-captioned property. We are now desirous of obtaining a current up-date of the value of that property at the earliest possible time.

This letter will confirm our telephone conversation of this date during which you indicated your willingness to provide this service for us. I also indicated that I would ask Mr. William Humphreys of the Charleston Development Board to make available to you all information which he has which might prove useful in making the reappraisal. By copy of this letter, I wish to thank Mr. Humphreys in advance for his cooperation in this matter.

Very truly yours,


Joseph B. McDevitt
University Counsel

JBM/sf

xcc: President Robert C. Edwards
Mr. William W. Humphreys

bxcc: Mr. Buck Mickel
The Hon. Grady L. Patterson, Jr.
The Hon. William T. Putnam ✓



VICE PRESIDENT FOR EXECUTIVE AFFAIRS
AND UNIVERSITY COUNSEL

October 12, 1978

Mr. Ralph B. Leinbach, M.A.I.
Real Estate Appraiser and Consultant
1513 Savannah Highway
Charleston, South Carolina 29407

RE: Clemson Coastal Experiment Station, Near Summerville, SC

Dear Mr. Leinbach:

Clemson University has previously obtained on July 28, 1971, June 20, 1973, and March 25, 1975, your appraisals of the market value of the above-captioned property. We are now desirous of obtaining a current up-date of the value of that property at the earliest possible time.

This letter will confirm our telephone conversation of this date during which you indicated your willingness to provide this service for us. I also indicated that I would ask Mr. William Humphreys of the Charleston Development Board to make available to you all information which he has which might prove useful in making the reappraisal. By copy of this letter, I wish to thank Mr. Humphreys in advance for his cooperation in this matter.

Very truly yours,

S/BM

Joseph B. McDevitt
University Counsel

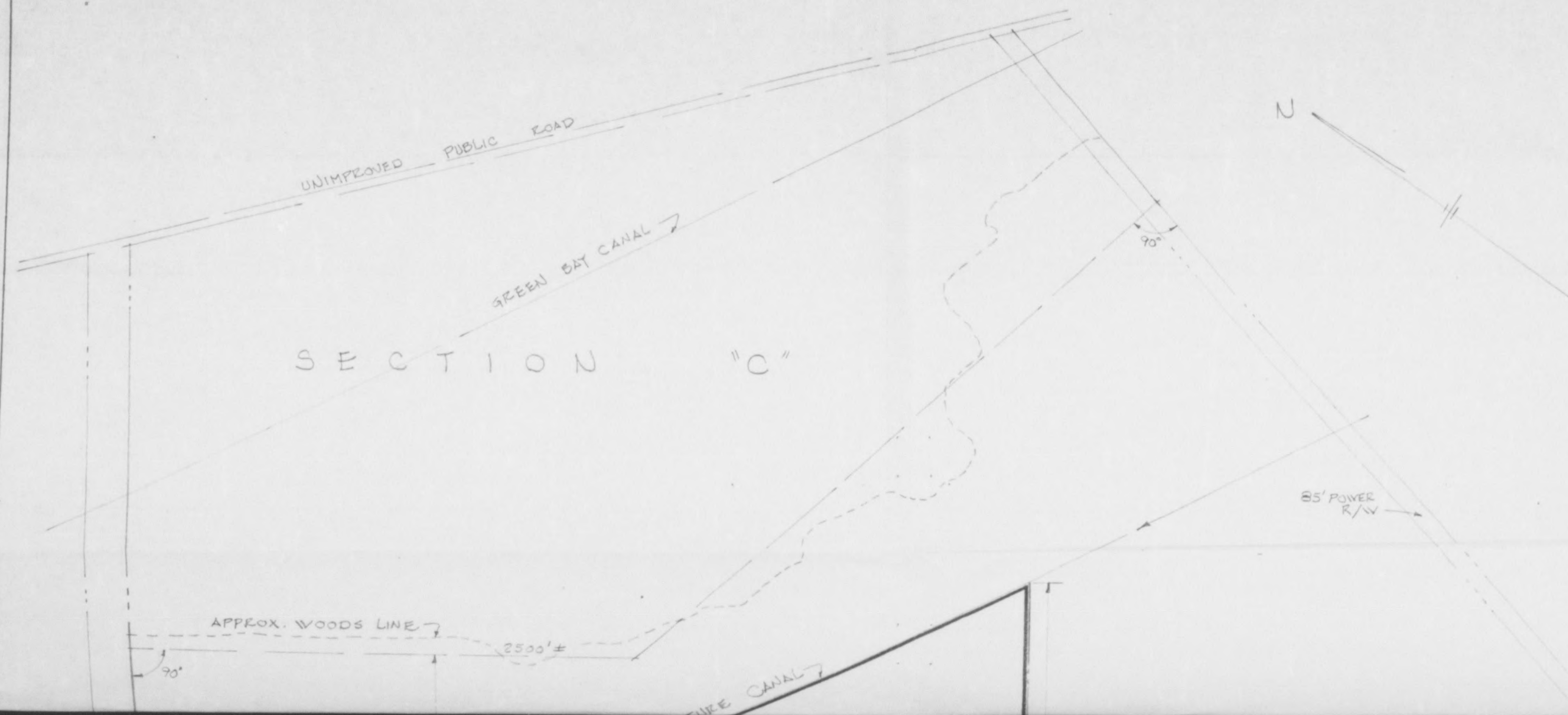
JBM/sf

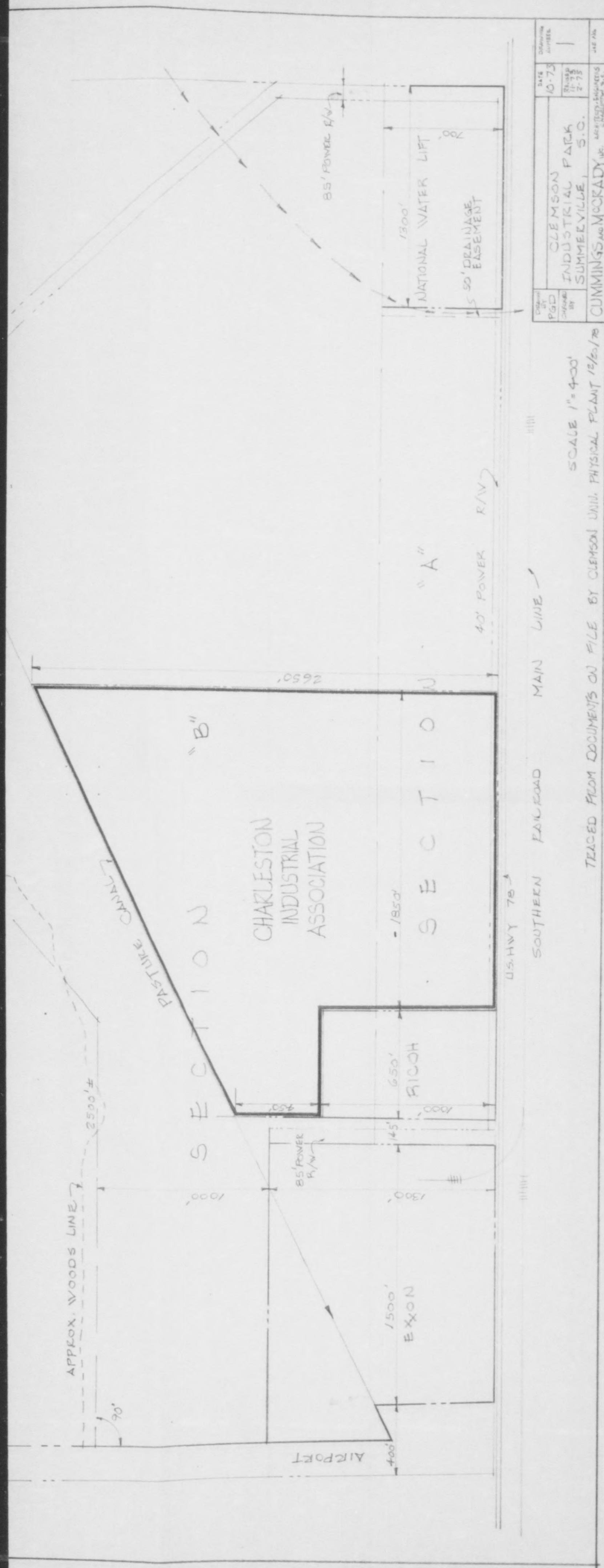
xcc: President Robert C. Edwards
Mr. William W. Humphreys

bxcc: Mr. Buck Mickel
The Hon. Grady L. Patterson, Jr.
The Hon. William T. Putnam ✓

THIS CASE MAY HAVE SOME OR ALL OF THE FOLLOWING DEFECTS WHICH MAY BE QUESTIONABLE WHEN READING. IN SPECIAL PROBLEM AREAS, THIS ROLL NOTE MAY BE REFILMED BEFORE THE DOCUMENT OR DOCUMENTS IN QUESTION.

1. PHOTOCOPY NOT CENTERED PROPERLY CUTTING OFF SOME OF THE INFORMATION.
2. DOCUMENTS ARE OF POOR LEGIBILITY AND MAY NOT PHOTOGRAPH WELL.
3. DOCUMENTS DAMAGED OR TORN BEFORE ARRIVING FOR FILMING.
4. DOCUMENTS CONTAIN A DOUBLE-COPY IMAGE, THE UNDERLYING IMAGE IS IRRELEVANT TO THE READABLE INFORMATION.
5. DOCUMENTS WITH GLUED INSERTS WHICH WERE OR COULD NOT BE REMOVED, INFORMATION MAY OR MAY NOT BE UNDER THE INSERT.
6. OVERSIZED DOCUMENTS THAT COMPRISE TWO OR MORE FRAMES.
7. EXTREMELY DARK COLORED DOCUMENTS THAT LACK CONTRAST BETWEEN WRITING AND BACKGROUND.





SCALE 1"=400'

TRACED FROM DOCUMENTS ON FILE BY CLEMSON UNIV. PHYSICAL PLANT 12/20/78

STATE BUDGET AND CONTROL BOARD

EXHIBIT VII

MEETING OF January 4, 1979

AGENDA ITEM NUMBER

3 1/4/79

Agency: State Library

Subject: Funds for Space for Library for Blind and Physically Handicapped

State Librarian Estellene Walker requests additional funds to enable her to relocate the referenced library from inadequate space.

Amount required is contingent upon how many months of current lease will have to be bought out (lease expires 5/31/79); and upon a final determination as to what the minimum additional requirement for furniture and shelving will be. Staff will advise the Board on these at the meeting after further consultation with Ms. Walker.

Board Action Requested:

Consider allocation of up to \$37,000 from Civil Contingent Fund to provide adequate space for Library for Blind and Physically Handicapped.

Staff Comment:

The furniture requirement apparently is overstated. It may be \$10,000 less.

Attachments:

Walker 12/14/78 letter to Putnam



The South Carolina State Library

1500 Senate Street

P. O. Box 11469

Columbia, South Carolina 29211

PHONE 758-3181

December 14, 1978

RECEIVED
DEC 14 1978
BUDGET AND CONTROL BOARD
OFFICE OF EXECUTIVE DIRECTOR

Mr. William T. Putnam
Executive Secretary
State Budget and Control Board
P. O. Box 12444
Columbia, South Carolina 29211

Dear Mr. Putnam:

As suggested by Mr. Grady Patterson yesterday at the hearing before the Budget and Control Board on capital improvements, I am writing you to request additional funds for rent in order to secure adequate quarters for the library serving the blind and physically handicapped. The lease on our present building expires the last of December. We would prefer not to renew the lease but to secure a lease on a building which would more adequately house the service. The building we have in mind is at 700 Knox Abbot Drive and was once used to house State Personnel. It contains approximately 8000 square feet and is available for \$5.00 per square foot or \$39,000 per year. This is a "turnkey" price which includes utilities and janitorial service.

To secure the building on Knox Abbot Drive, we would need additional state funds to cover the rent from the first of January until the first of July, 1979. In addition to this we would need funds for moving and reinstalling the existing shelving and adding some additional shelving to take care of the books which are now being stacked on the floor. Some additional files and a little furniture will also be needed, but other than that there should be no additional expenses.

The following is a resume of the funds that we anticipate will be needed to rent the building at 700 Knox Abbot Drive, move shelving and materials from the present building to the new building and have them installed, additional shelving to house the overflow of books and additional files and furniture:

1/2 annual rent of \$39,000	19,500
Present shelving moved and reinstalled	2,500
Additional shelving	12,000
Furniture (files and tables)	13,000
	<hr/>
	\$47,000
-Funds budgeted for present building	-10,000
	<hr/>
	\$37,000

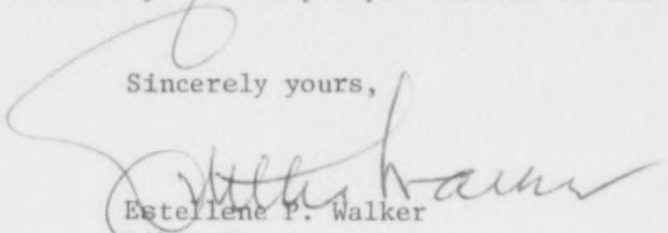
Mr. William T. Putnam
Executive Secretary
State Budget and Control Board

-2-

December 14, 1978

We shall certainly be grateful to you for a prompt decision on the matter.

Sincerely yours,



Estellene P. Walker
Librarian

EPW:vlm

MEMORANDUM FOR: W. A. McInnis

SUBJECT: State Library - New Facility

Staff Member Assigned This
Action: Windham

DATE DUE:

Telephone Number: 3106

Governor:

Date Action Assigned: 12/18/78

Budget & Control Board: 01/04/79

Legislative Member: _____

B&C Executive Director

_____: _____

Suspense: _____

(Other)

☒ Information ☐ Approval ☐ Signature ☐ Initials

Division/Office Chief *JSC*

Director _____

Date out of Division/Office 1/2/79

Date out of Directorate _____

REMARKS:

COMMENT 1: (1)

The attached summary shows the requested amounts needed to (1) Fund the move and continue operations through 6/30/79 and (2) adjust the current 79/80 budget for the additional operating costs to be incurred during the next fiscal year *JSC*

STAFF COORDINATION: (2) Division of General Services, S. C. State Library

	ACTION TAKEN
B&C Agenda Summary: <u>X</u>	Concur _____
Governor's Office Fact Sheet: _____	Approved _____
Agency Correspondence: <u>X</u>	Noted _____
Policy/Procedure: _____	Other _____
Other: (X) Budget Adjustment for 79/80	

NOTE: (1) Dialog may continue with further comments (2, 3, etc.) on plain bond paper.

(2) Show here internal/external coordination with other offices and agencies.

State of South Carolina

State Budget and Control Board

JAMES B. EDWARDS, CHAIRMAN
GOVERNOR

DATE: GRADY L. PATTERSON, JR.
STATE TREASURER

GOVERNOR: EARLE E. MORRIS, JR.
COMPTROLLER GENERAL



Box 12444
Columbia
29211

ACTION: REMBERT C. DENNIS
CHAIRMAN, SENATE FINANCE COMMITTEE

TELEPHONE: TOM G. MANGUM
CHAIRMAN, WAYS AND MEANS COMMITTEE

DATE ACTION ASSIGNED: WILLIAM T. PUTNAM
EXECUTIVE DIRECTOR

MEMORANDUM:

TO: Mr. W. A. McInnis

FROM: Jack A. Crosscope *JAC 1/2/79*

SUBJECT: State Library New Facility for the Physically Handicapped

DATE: January 2, 1979

REFERENCES: Tab A - Walker letter of 12/14/78 Requesting Funds
Tab B - Walker letter of 12/29/78 Certifying Needs
Tab C - Summary of Budget Impact

BACKGROUND

- A. The State Library currently operates a facility for the physically handicapped at 718 South Edisto. The facility is basically a 6,000 square foot warehouse, housing materials and eight staff members. The budgeted costs are \$18,152 (Tab C). According to the State Library Staff, the facility serves the handicapped through a "mail in service", but the Federal Guidelines require a facility open for visitation by the public. For Fiscal Year 1980, the handicapped program has budgeted \$40,084 in Federal Funds.
- B. The proposed facility is located at 700 Knox Abbot Drive and will provide 8,050 square feet at an annual cost of \$39,000. The facility will provide for access by the public.
- C. No assessment of need of the facility was requested from the staff.

DISCUSSION

- A. General Services views the \$5.00 square foot rate at Knox Abbot as fair and reasonable.
- B. No staff additions are anticipated by the State Library.
- C. Equipment purchases are certified as necessary by the State Library Staff. Old equipment will be moved and kept in use.
- D. The State will incur a \$1900 loss for the five months remaining on the existing lease.
- E. In addition to the funds necessary to make the move, the Fiscal Year 79/80 State Library Budget will require adjustments. (See Tab C).

Page 2
Mr. W. A. McInnis

CONCLUSION

The amounts required to effect the move and fund the operations through fiscal year 1979/80 are:

(1) Relocation and operation through 6/30/79	\$29,938
(2) Operations for 79/80 above present budget	31,640.



The South Carolina State Library

1500 Senate Street

P. O. Box 11469

Columbia, South Carolina 29211

PHONE 758-3181

December 14, 1978

DEC 14 1978
BUDGET AND CONTROL BOARD
OFFICE OF EXECUTIVE SECRETARY

Mr. William T. Putnam
Executive Secretary
State Budget and Control Board
P. O. Box 12444
Columbia, South Carolina 29211

Dear Mr. Putnam:

As suggested by Mr. Grady Patterson yesterday at the hearing before the Budget and Control Board on capital improvements, I am writing you to request additional funds for rent in order to secure adequate quarters for the library serving the blind and physically handicapped. The lease on our present building expires the last of December. We would prefer not to renew the lease but to secure a lease on a building which would more adequately house the service. The building we have in mind is at 700 Knox Abbot Drive and was once used to house State Personnel. It contains approximately 8000 square feet and is available for \$5.00 per square foot or \$39,000 per year. This is a "turnkey" price which includes utilities and janitorial service.

To secure the building on Knox Abbot Drive, we would need additional state funds to cover the rent from the first of January until the first of July, 1979. In addition to this we would need funds for moving and reinstalling the existing shelving and adding some additional shelving to take care of the books which are now being stacked on the floor. Some additional files and a little furniture will also be needed, but other than that there should be no additional expenses.

The following is a resume of the funds that we anticipate will be needed to rent the building at 700 Knox Abbot Drive, move shelving and materials from the present building to the new building and have them installed, additional shelving to house the overflow of books and additional files and furniture:

$\frac{1}{2}$ annual rent of \$39,000	19,500
Present shelving moved and reinstalled	2,500
Additional shelving	12,000
Furniture (files and tables)	13,000
	<hr/>
	\$47,000
-Funds budgeted for present building	-10,000
	<hr/>
	\$37,000

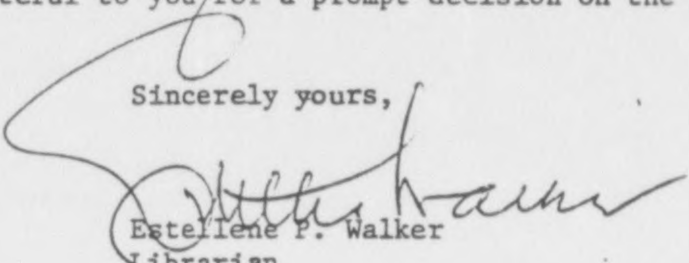
Mr. William T. Putnam
Executive Secretary
State Budget and Control Board

-2-

December 14, 1978

We shall certainly be grateful to you for a prompt decision on the matter.

Sincerely yours,



Estellene P. Walker
Librarian

EPW:vlm



The South Carolina State Library

1500 Senate Street

P. O. Box 11469

Columbia, South Carolina 29211

PHONE 758-3181

December 29, 1978

Mr. Mike Windham, Management Analyst
Special Projects
State Budget and Control Board
Wade Hampton Building
Columbia, South Carolina 29201

Dear Mr. Windham:

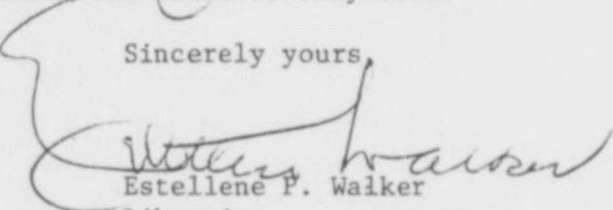
I have carefully reviewed the additional funding needed to support a move of the Library for the Blind and Physically Handicapped from its present location on South Edisto to the proposed location at 700 Knox Abbot Drive. The move will cost us an additional \$29,938. This figure covers six months rent on the Knox Abbot Drive building, moving costs and additional shelving, equipment and furniture needed. An analysis of this figure is attached together with the summary of shelving, equipment and furniture costs based on prices given us by local firms.

Our present lease on the South Edisto building requires us to give six months notice. We will be able to "buy out" of this lease with funds already budgeted. We also have some \$8,000 budgeted for the building for the Blind and Handicapped which can be applied to the Knox Abbot Drive lease.

Since the projected move to Knox Abbot Drive came up after the preparation of our budget request for 1979-80, the funds to cover the additional rent which this move represents are not included in the budget request. Some provisions will need to be made to cover this cost in 1979-80.

If I can provide you with additional information or clarify the information I am sending, I hope you will call on me. I am confident that the total figure given of \$29,938 will cover the costs of the move to the Knox Abbot Drive location from now until the first of July 1979.

Sincerely yours,


Estellene P. Walker
Librarian

EPW/vlm
Enclosures



The South Carolina State Library

1500 Senate Street

P. O. Box 11469

Columbia, South Carolina 29211

PHONE 758-3181

January 1, 1979

Additional funds needed to cover move of Library for Blind and Handicapped to building at 700 Knox Abbot Drive:

½ annual rent of \$39,000	\$ 19,500
Present shelving moved and reinstalled	2,500
Additional shelving	12,080
Furniture - files, tables, chairs	2,858
Moving equipment - furniture, books, etc. (estimate)	<u>1,000</u>
	37,938
Funds budgeted for present building	<u>- 8,000</u>
	\$ 29,938

South Carolina State Library
Division for the Blind and
Physically Handicapped
718 South Edisto Avenue
Columbia, South Carolina 29205

Equipment Needs for Knox Abbott Drive

Rembert Company

Move existing shelving	\$ 2,500.00
Purchase 139 24" shelves (Lyon)	1,239.88
Purchase 110 sections of 24" shelving, 7 Shelves high (Lyon)	10,268.03
Purchase 8 sections of 12" shelving, 6 shelves high (Lyon)	572.52
Purchase 5 lateral files (Cole)	<u>1,800.00</u>
Total	\$16,380.43

A. Hines McWaters

Purchase 9 stack chairs (Steelcase)	\$ 400.68
Purchase 2 60"x30" tables (Steelcase)	484.96
Purchase 1 40"x36" table (Steelcase)	<u>172.52</u>
Total	\$ 1,058.16

GRAND TOTAL	\$17,438.59
-------------	-------------

South Carolina State Library
Division for the Blind and
Physically Handicapped
718 South Edisto Avenue
Columbia, South Carolina 29205

Shelving

Purchase

1. 139 shelves to be installed on existing shelving, 24", Lyon catalog number 8562. Cost \$1,239.88
2. 110 sections of 24" shelving, 7 shelves, 7' high, 3' wide, 2' deep, Lyon catalog number 8092 and 100 rack ends Lyon catalog number 8511. Cost \$10,268.03.
3. 8 sections of 12" shelving, 6 shelves, 7' high, 3' wide, 1' deep, Lyon catalog number 8260 and 8 rack ends Lyon catalog number 8500. Cost \$572.52.

Move and reinstall

1. 139 sections of 24" shelving, 7' high, 3' wide, 2' deep, Lyon and 24 sections of 12" shelving, 7' high, 3' wide, 1' deep, Lyon. Cost \$2,500.00

Quotes received on shelving from:

The Rembert Co.
P.O. Box 5641
Columbia, South Carolina 29250

Equipment I

Purchase

Lateral files, solid drawer fronts, 4-tier. Cole catalog number 364840. 5 at \$360.00. Total cost \$1,800.00. Quote from The Rembert Co.

Equipment II

Purchase

1. Stack chairs, Steelcase catalog number 472 410. 9 at \$44.52. Total cost \$400.68.
2. Tables, 60"x30". Steelcase catalog number 320 24. 2 at \$242.48. Total cost \$484.96.
3. Table, 40"x36". Steelcase catalog number 29 4836. \$172.52.

Quotes received from:

A. Hines McWaters
1819 Taylor Street
Columbia, South Carolina 29201

STATE LIBRARY - NEW FACILITY FOR THE PHYSICALLY HANDICAPPED
BUDGET SUMMARY

A. Additional Funds for 79/80 Budget

Knox Abbott Rental	39,000
Less Budgeted for South Edisto	<u>(7,360)</u>
Net Rental Adjustment	31,640

NOTE: The 10,688 shown in the Budget under Rents-State Owned for the program is used primarily for janitorial services according to the State Library Staff. They intend to use this money to apply to the \$19,219 rent increase brought about by General Services rate increases.

B. Current Facilities Budget - 78/79

A. Water, Heat, Light and Power	\$ 2,704
B. Rents - Non State Owned	4,760
C. Rents-State Owned	<u>10,688</u>
Cost of Current Facility	<u><u>\$18,152</u></u>

$$^{\circ}1\mu\tau = 1\tau/24/20$$

B U D G E T B A L A N C E S H E E T
1 9 7 9 - 1 9 8 0

$$\begin{aligned} \text{Pr}(\text{FC}) &= \sum_{i=1}^n \text{Pr}(\text{FC} | \text{FC}_i) \text{Pr}(\text{FC}_i) \\ &= (0.01)(0.01) + (0.1)(0.99) \end{aligned}$$

PACF = C14

PACF = C14

AGENCY NAME*STATE LIBRARY

[illegible]

AGENCY NO. 44-111

PAGE 015

AGENCY NAME STATE LIBRARY

FEDERAL BUDGET CONTROL - 000001

FIA AGENCY NO. LEVEL	BUDGET CCOE	DETAIL EXPENDITURE	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
			1977-78 ACTUAL TOTAL FOI	1978-79 ESTIMATED TOTAL FOI	APPROX STATE FOI	ESTIMATED TOTAL FOI	REQUESTED 1979-1980 APPROX STATE FOI	ESTIMATED FEDERAL FOI	ESTIMATED OTHER FOI	CHANGE STATE FOI
010 20000000		STATE EMPLOYER CONTRIBUT								
020 20000000	61300	STATE EMPLOYER CONTRIBUT	13,029	14,254	11,526	15,630	12,739	2,891		1,213
030 20000000	60099	TOTAL STATE EMPLOYER CON	13,029	14,254	11,526	15,630	12,739	2,891		1,213
050 20000000	99991	TOTAL BLIND & HANDICAPPE	131,926	147,526	108,679	154,840	114,756	40,084		6,077

STATE BUDGET AND CONTROL BOARD

MEETING OF January 4, 1979

AGENDA ITEM NUMBER 4

EXHIBIT VIII
1/4/79
4

Agency: Commission on Higher Education

Subject: Interpretation of Act 410, "Pressing Local Needs"

CHE Executive Director Boozer, at the request of the CHE, requests an interpretation of the phrase "pressing local needs" as found in Act 410 of 1978 (the Lake Act).

Board Action Requested:

Consider draft of staff comment

Staff Comment:

Attachments:

Windham 12/28/78 memo to McInnis plus attachments

MEMORANDUM FOR: W. A. McInnis

SUBJECT: Act 410, 1978

Staff Member Assigned This
Action: Windham

DATE DUE:

Governor:

Budget & Control Board: 1/4/79

Legislative Member: _____

_____: _____

(Other)

Telephone Number: 3106

Date Action Assigned: 12/22/78

B&C Executive Director

Suspense: _____

☒

Information

☐

Approval

☐

Signature

☐

Initials

Division/Office Chief [Signature]

Director _____

Date out of Division/Office 12/28/78

Date out of Directorate _____

REMARKS:

COMMENT 1: (1)

The phrase "Pressing Local Need" should be interpreted to mean needs that are emergency in nature and addressable within the moratorium period, when applied to facilities projects falling under Act 410, 1978.

STAFF COORDINATION: (2) NONE

B&C Agenda Summary: X

Governor's Office Fact Sheet: _____

Agency Correspondence: X

Policy/Procedure: X

Other: _____

ACTION TAKEN

Dep. Ex. Dir. Ex. Dir.

Concur	_____	_____
Approved	_____	_____
Noted	_____	_____
Other	_____	_____

NOTE: (1) Dialog may continue with further comments (2, 3, etc.) on plain bond paper.
(2) Show here internal/external coordination with other offices and agencies.

State of South Carolina
State Budget and Control Board

EDWARD S. CHAIRMAN
VERNO
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: Mr. Bill McInnis

FROM: Jack Crosscope, Jr. *LC* 12/28/78

DATE:

SUBJECT: Meaning of Phrase "pressing local need" in Act 410 of 1978,
Section 4.

REFERENCES: Tab A - Copy of Advance Sheet of Act 410, of 1978
Tab B - Attorney General's Opinion of May 19, 1978
Tab C - Attorney General's Opinion of July 14, 1978
Tab D - Letter from Dr. Boozer, Executive Director for the
Commission on Higher Education, with attachments.

BACKGROUND:

- A. Dr. Boozer has requested the Budget and Control Board's interpretation of the phrase "pressing local need" in section 4, of Act 410 of 1978. (See Tab D). The request arises from the consideration by the Commission of Capitol improvement requests of various institutions. Particular interest is indicated in whether or not a proposed new Fine Arts Wing at Lander College is an example of pressing local need.
- B. Act 410 of 1978 reorganized the Commission on Higher Education (Tab A) and assigned it the responsibility for developing a master plan of public higher education. The plan is to be reported to the General Assembly within one year of the effective date of Reorganization of the Commission (Tab C) and a moratorium is to be placed on the following actions by institutions of higher learning, until the plan is adopted:
1. Expansion of curricula
 2. Expansion of Administrative staff or faculty
 3. Construction of physical plants (unless already approved).
- Exceptions to the moratorium can be provided by joint approval of the Commission and the Budget and Control Board to satisfy "pressing local need."
- C. The Attorney General in his opinion of May 19, 1978 states that "the intention of the Act is to halt further construction of major physical plants until the future direction of the institution can be determined." He then excludes renovations of a leased school to accommodate present programs from the moratorium.

- D. The Budget and Control Board has approved several curriculum expansions and an MUSC facilities expansion as exemptions to the moratorium.

DISCUSSION:

- A. The existence of Act 410 is evidence of the existence of a need for new facilities, programs, and curricula at the various public institutions of higher education. It is also evidence of a need to properly plan the timing and location of investments in higher education. The moratorium prioritizes the planning need above the other needs for the near future.
- B. The escape clause provided by the "pressing local need" phrase is aimed at allowing higher priorities for specific actions. The action must be of a nature that causes it to be more important than the planning action to the State.
- C. The moratorium is for one year or less and it is implied that to be "pressing" a need must be addressable within the period of the moratorium. An action that requires five years to plan, fund, and construct a facility cannot be carried out within the moratorium period and cannot be considered pressing.
- D. No facility should be constructed without addressing a need. The mere statement of need can be justification for the facility without being justification for escaping the moratorium. The intent of Act 410 appears to be to assure that all existing needs are addressed through concerted action at the state level. The moratorium then is designed to bring any proposed actions into concert with the overall state needs. Granting an exemption to the moratorium automatically assigns a higher priority to the exempted project than to those projects subject to the moratorium. Without a completed State plan such assignment cannot be made with full knowledge of the potential effect on other projects which have not surfaced due to being subject to the moratorium. The danger is that exempted projects will at most turn out to be at variance with the plan or in conflict with its goals and, at best, will absorb resources and energies needed to implement the plan.

CONCLUSION:

In order to prevent the approval of projects before the plan is finalized which might not be in line with the final plan, only emergency conditions should be considered as pressing. Since most facilities projects are long range in nature they cannot be addressed within the moratorium period and should not be considered pressing.

A project to be exempted from the moratorium should address a need of an emergency nature and be executable within the moratorium period. A definition of emergency might be:

- (1) endangering the lives, health, or property of employees, students, or citizens.
- (2) threatening immediate material loss to revenues, facilities, or investments.
- (3) completely preventing the institution or any of its programs from carrying out its legal mandates or prescribed functions.



TAP B

Office of the Attorney General

DANIEL R. MCLEOD
ATTORNEY GENERAL

WADE HAMPTON OFFICE BUILDING
POST OFFICE BOX 11549
COLUMBIA, S. C. 29211
TELEPHONE 803-758-3970

May 19, 1978

Phillip M. Grier, Esquire
University Counsel
University of South Carolina
Columbia, South Carolina 29208

Dear Mr. Grier:

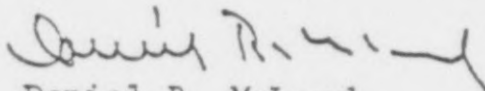
You have inquired into the scope of the prohibition on construction at the institutions of higher education as laid out in Act No. 410. This Act prohibits "further construction of physical plants," pending the completion of a "master plan" to be written by the modified State Commission on Higher Education. Specifically you have inquired as to whether it was the intent of the Act to include renovations as being prohibited construction activity.

In light of the apparent purpose of the Act, it is my opinion that the renovation of a leased building to implement present University programs would not be in contravention of the legislation. It is a useful tool of statutory construction to interpret ambiguous terms through the statute's contextual meaning. 2A Sutherland on Statutory Construction § 47.01 at 70 (1973). Reading the statute as a whole, it is apparent that the legislature intended that construction should cease until such time as the Commission had a sufficient opportunity to reflect on the best course for each institution to follow in light of their present status and objectives. This is apparent from language in section 4 of the Act which directs the Commission to formulate a master plan, making the "best

Phillip M. Grier, Esquire
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possible use of existing plants and administrative and instructional staffs," in consideration of the institution's offerings, goals and plans. The Commission is also directed to address major academic and public service programs in "terms of goals and objectives, costs versus benefits...." The intention of the Act is to halt further construction of major physical plants until the future direction of the institution can be determined. Renovation of a leased school to accommodate present programs would not be included in this prohibition.

Sincerely,



Daniel R. McLeod
Attorney General

DRM/jvh

cc: Mr. Howard R. Boozer
Executive Director
Commission on Higher Education
Rutledge Building
1429 Senate Street
Columbia, South Carolina 29201

(ii) that the adjustment shall be limited to only the additional agency pro-rata cost increases approved by audit or inspection of appropriate documents, bills, meter readings, assessments, or other records that

The State of South Carolina



TAF C

Attorney General
DANIEL R. MCLEOD

Attorney General
Columbia

July 14, 1978

Howard R. Boozer, Ph.D.
Executive Director
South Carolina Commission on Higher
Education
1429 Senate Street
Columbia, South Carolina 29201

Dear Dr. Boozer:

You have requested my opinion as to the effective date of the moratorium on expansion of curricula, staff and faculties of institutions of higher learning mandated by Act 410 of the 1978 Acts and Joint Resolutions of South Carolina.

Act 410 reorganizes the State Commission on Higher Education and redefines its duties. The act provides:

The terms of the present members of the Commission on Higher Education shall terminate on the effective date of this act. (Section 3) ... the State Commission on Higher Education (Commission), immediately upon its reorganization as directed by the amendments, as contained in this act ... shall make a complete and thorough study of all public institutions of higher learning ... and upon completion write a master plan of public higher education ... While the Commission is conducting its study and until such time as the master plan is adopted, no

ATTACHMENT B

Howard R. Boozer, Ph.D.
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public institution of higher learning shall expand its curricula, administrative staff or faculty nor shall there be further construction of physical plants other than construction already approved by the General Assembly or State Board of Technical and Comprehensive Education unless such expansion or construction is approved by the Commission and the Budget and Control Board or either body of the General Assembly to satisfy pressing local needs

The act mandates that the Commission make a study of all public institutions of higher learning and, upon completion, write a master plan of public higher education of South Carolina. The legislature was seeking to maximize the usefulness and efficiency of present institutions and schools of this State and to coordinate their growth in meeting the anticipated educational needs of the public. This plan is consistent with the responsibilities placed upon the Commission by prior legislation.

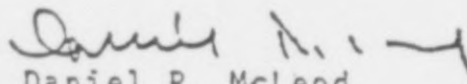
As stated in the act, the Commission, "immediately upon its reorganization," shall make a complete study and write a master plan of public higher education. While the Commission is conducting this study and until such time as the master plan is adopted, a moratorium is imposed upon expansion of curricula, staff, faculty and construction of physical plants. To meet pressing local needs, exception from such moratorium may be made upon approval of the Commission and the Budget and Control Board, or either body of the General Assembly.

Howard R. Boozer, Ph.D.
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The inquiry submitted by you relates to the beginning date of the moratorium and, in the opinion of this Office, such moratorium will begin once the reorganized Commission, as provided in the 1978 Act, begins its study of all public institutions of higher learning as a prelude to the promulgation of a master plan of public higher education. That study must begin "immediately" upon the reorganization of the Commission. The reorganization of the Commission will take place upon the appointment and qualification of the new Commissioners as provided under the 1978 Act. While a majority of the new Commissioners will authorize it to proceed, that majority may await the qualification of all of the new Commissioners before beginning its study. In accordance with the requirement that the reorganized Commission begin its study "immediately," the new Commission should comply with the mandate of the law and begin its study at the earliest practicable date.

Pending the beginning date of the moratorium, as set forth above, the present existing de facto members of the Commission may exercise the authority set forth in existing law, with the exception of its inability to commence a study leading to the adoption of a master plan of public higher education.

Very truly yours,


Daniel R. McLeod
Attorney General

DRM/hm

SEE: Atty. Gen. Op. dtd. 3-7-78,
addressed to Howard R. Boozer,
Ph.D., Executive Director,
Commission of Higher Education



SOUTH CAROLINA COMMISSION ON HIGHER EDUCATION
RUTLEDGE BUILDING
1429 SENATE STREET
COLUMBIA, S. C. 29201

RECEIVED

DEC 20 1978

BUDGET AND CONTROL BOARD
OFFICE OF EXECUTIVE DIRECTOR

HOWARD R. BOOZER
EXECUTIVE DIRECTOR

December 19, 1978

TELEPHONE
803/758-2407

Mr. William T. Putnam, Executive Director
State Budget and Control Board
Wade Hampton Building
Columbia, South Carolina 29201

Dear Bill:

Capital improvement requests from several colleges and universities were considered by the Commission at its December 7 meeting. I enclose a copy of the minutes of that meeting and call your attention to the marked paragraphs on page 4. There was particular interest in the quoted sentence from Section 4 of Act 410 of 1978 concerning the meaning that should be given to the concluding phrase: "pressing local needs."

I am writing the Budget and Control Board at the request of the Commission to request the Board's interpretation of the quoted excerpt from Act 410. Thank you for your assistance.

Sincerely yours,

Howard R. Boozer

HRB:gs

cc: Arthur M. Swanson

MINUTES OF MEETING
OF
SOUTH CAROLINA COMMISSION ON HIGHER EDUCATION

December 7, 1978
10:30 a.m. - 3:30 p.m.

MEMBERS PRESENT

Mr. Arthur M. Swanson, Chairman
Dr. James E. Bostic, Jr.
Mr. Arthur J. H. Clement, Jr.
Dr. B. J. Cooper
Mrs. Jennie C. Dreher
Mr. Robert C. Gallagher
Mr. Roosevelt Gilliam, Jr.
Mr. Robert E. Graham
Gen. Hugh P. Harris
Mr. Joseph O. Rogers, Jr.
Mr. J. Clyde Shirley
Mr. C. Otis Taylor, Jr.
Mrs. Margaret E. Wells
Mr. Robert P. Wilkins
Dr. Robert F. Williams
Dr. Louis D. Wright, Jr.

MEMBER OF THE PRESS

Mr. Hugh Gibson

GUESTS

Dr. Francis T. Borkowski
Mr. Joseph B. Davenport
Dr. Alexander G. Donald
Mrs. Ruby M. Fricks
Dr. Larry A. Jackson
Mr. James F. Keasler
Dr. William H. Knisely
Dr. Benjamin F. Lawson
Mr. Andrew P. Leventis, Jr.
Mr. J. Lacy McLean
Dr. James R. Morris, Jr.
Dr. M. Maceo Nance, Jr.
Mr. Alex M. Quattlebaum
Dr. Olin Sansbury
Dr. Charles B. Vail
Mr. John E. Wise

STAFF

Dr. Howard R. Boozer
Mr. Charles A. Brooks, Jr.
Mrs. Clara W. Evans
Dr. George P. Fulton
Dr. Frank E. Kinard
Mr. Alan S. Krech
Mr. Cannon R. Mayes
Mr. James R. Michael
Mrs. Ann Shelton
Mr. James L. Solomon, Jr.
Mr. Joseph A. Syiek
Mrs. Gaylon Syrett
Mrs. Judi R. Tillman

I. Approval of Minutes of November 9, 1978, Commission Meeting

Mr. Clement expressed opposition to the suggestion made at the November 9 meeting that Commission letterhead include the names of Commission members, and requested that no action be taken in response to this suggestion without further discussion. He requested further that the record show that he abstained from voting, except where otherwise indicated, on the recommendations of the Facilities Committee concerning capital improvements (see minutes of the November 9, 1978, Commission meeting, pp. 382-88).

It was moved (Shirley) and seconded (Gallagher) that the minutes of the November 9, 1978, Commission meeting, amended as requested by Mr. Clement, be approved. The motion was adopted.

II. Report of Academic Programs Committee

B.S. Degree in Extra-corporeal Circulation Technology - MUSC

Mr. Clement, chairman of the Academic Programs Committee, reported that the Committee recommended approval of the program. He stated that he opposed Committee approval because he is not convinced that a pressing local need exists or that the program must be implemented before the master plan is available. Dr. Williams stated that the present two-year program will terminate in July and that, therefore, there is a pressing local need for the baccalaureate program to be implemented.

It was moved (Williams) and seconded (Shirley) that the recommendation of the Committee be approved. The motion was adopted, with Mr. Clement opposing.

III. Report of the Facilities Committee

Mr. Taylor, chairman of the Facilities Committee, reported that the Committee made the following recommendations on nine capital improvement projects, three of which were on the agenda of the November 9 Commission meeting. He noted that the recommendations regarding Winthrop and Lander were based in part on visits by the Committee to the two campuses on November 15 and 21, respectively.

Winthrop College

1. Athletic Facility - \$5,000,000. On November 9 the Committee recommended that this project be approved. After discussion, the Commission approved a motion that the institution be requested to prepare a proposal for a gymnasium that will be adequate for its needs now and for a reasonable time in the future. Further, it was agreed that the Committee would reexamine the need for this project during its visit to Winthrop on November 15. He stated that the Committee verified the inadequacy of the existing gymnasium, which was constructed in 1915, and agreed that a delay of one year would increase the cost of the project by 10 to 15 percent. The site for the proposed facility is now a field; an entrance road, parking space, and sidewalks are essential. The Committee reaffirmed the pressing need for the facility and recommended that it be approved.

It was moved (Taylor) and seconded (Dreher) that the recommendations of the Committee be approved. The motion was adopted, with 11 voting in favor and Dr. Bostic, Mr. Clement, Mr. Rogers, and Mr. Wilkins opposing. Mr. Wilkins requested that the record show he opposed the Committee's recommendation because, in his opinion, the project does not meet pressing local need criteria. Mr. Rogers requested that the following statement be included in the minutes: "I voted 'No' on the request of Winthrop for an athletic facility of \$5,000,000 for the following reasons: (a) At the November 9, 1978, meeting of this Commission we asked Winthrop to come back with a limited plan. They have not responded to that request; (b) We were told that the Budget and Control Board had the architect's selection on its agenda for next week. Under that view I see no logical basis for the Commission's action."

President Vail noted that the five-year forecast submitted by Winthrop a year ago included the facility, and that the 1978-79 Appropriation Act included \$150,000 in planning funds for the facility. Dr. Bostic asked if the Commission previously approved planning funds for the project. Mr. Michael stated that

the project has not been before the Commission previously. He noted that for a number of years the colleges and universities have submitted five-year forecasts to the Commission. These forecasts have not required action or approval by the Commission but simply served as planning documents. Certain projects have been extracted from the forecasts by the institutions and presented to the Commission for its approval. In some instances, notwithstanding the Commission's recommendations, the General Assembly has acted on its own, as in the case of the proposed athletic facility at Winthrop. The General Assembly has indicated its approval by first authorizing Winthrop to sell a tract of land and retain the proceeds from the sale to finance part of the project, and by appropriating \$150,000 in planning funds for the facility.

Mr. Rogers stated that in his opinion, because the Legislature has appropriated planning funds prior to consideration by the Commission, the Commission should take no action on the matter. He suggested that in the future the Commission be made aware of projects previously approved by the General Assembly and that such projects not be considered by the Commission. Mr. Swanson stated that the Commission is required to make recommendations on all capital improvement projects. Mr. Clement stated that if an institution is able to appeal directly to the Budget and Control Board for funds, discussion by the Commission is an exercise in futility. Mrs. Dreher stated that it is the Commission's responsibility to take action on every capital improvement project submitted.

2. Small Animal Building - \$25,000 from Institutional Bonds. Mr. Taylor stated that on November 9 this project was considered in a group of four, entitled Miscellany, at a total cost of \$215,000 to be funded through Capital Improvement Bonds. The Committee recommended that all four be deferred and the Commission agreed. President Vail subsequently requested that the Small Animal Facility be reconsidered, to meet a pressing local need. The facility is now located in the basement of Bancroft Hall, a dormitory that is scheduled to be converted back to use as student housing. The Committee recommended that the Commission reconsider its November 9 action with respect to this project and that it be approved.

It was moved (Taylor) and seconded (Graham) that the recommendation of the Committee be approved. The motion was adopted unanimously.

Lander College

Planning for Fine Arts Wing - \$270,000 (estimated total cost - \$4,500,000). On November 9 the Commission recommended that this project be approved, but the Commission adopted a motion that it be deferred. Mr. Taylor stated that the Committee's visit to Lander on November 21 confirmed its recommendation that the project be approved. The proposed facility is planned to serve the disciplines of art, music, and drama for Lander and to serve the larger community of the Upper Savannah Region as a "regional arts center." It is the fourth of five major facilities which must be constructed to provide a minimum acceptable physical plant. The academic and cultural programs to be housed in the building are currently in the original Lander College building which was constructed in 1934 and is scheduled for demolition as soon as adequate facilities can be provided. There is a pressing need to construct the facility, not only to provide a minimum physical plant for Lander but to vacate an old building which does not meet minimum standards for the handicapped and possibly in areas of health and safety. The Committee recommended that the Commission reconsider its November 9 action with respect to this project.

It was moved (Taylor) and seconded (Harris) that the recommendation of the Committee be approved. Mr. Gallagher stated that the future role of Lander, in the over-all context of the master plan, has not been determined. The motion was amended (Wright) to provide that Lander make an effort to seek financial support outside traditional funding sources for the ultimate construction of the facility.

Mr. Wilkins suggested that the Commission ask the Attorney General to interpret the following statement from Act 410 (1978) to assist the Commission in determining its own legal obligation and in understanding whether programs should be considered initially by the Budget and Control Board or by the Commission: "While the Commission is conducting its study and until such time as the master plan is adopted, no public institution of higher learning shall expand its curricula, administrative staff or faculty nor shall there be further construction of physical plants other than construction already approved by the General Assembly or State Board for Technical and Comprehensive Education unless such expansion or construction is approved by the commission and the Budget and Control Board or either body of the General Assembly to satisfy pressing local needs."

Mr. Shirley stated that the General Assembly left it to the Commission's discretion and judgment to interpret the Act. After further discussion, Mr. Wilkins suggested that Dr. Boozer write to the Budget and Control Board and request its interpretation of the statute.

Dr. Wright withdrew the amendment to the motion. The motion that the recommendations of the Committee be approved was adopted, with eight voting in favor. Dr. Bostic, Mr. Gallagher, Mr. Gilliam, Mr. Rogers, Mr. Shirley, and Mr. Wilkins opposed, and Mr. Clement abstained. Mr. Wilkins requested that the minutes show that he opposed because in his opinion the proposed facility would not meet the pressing local needs criteria.

USC-Spartanburg

Construction of a School of Nursing Facility - \$2,000,000 from Federal, local, and foundation sources. In Fall, 1975, the Commission approved a baccalaureate program in nursing at USC-Spartanburg. Shortly thereafter the institution began the development of plans for a School of Nursing building to be financed with Federal, local, and foundation funds. In August, 1978, USC submitted an application for Federal funds to the Budget and Control Board for approval, in accordance with State law. On October 31 the Budget and Control Board returned the application to USC with the following comment: "The Budget and Control Board is returning the attached project without action until the Commission on Higher Education recommends approval of this construction project (reference Act 410 of 1978)." The nursing program is currently housed in a part of the student center, and a new building is needed to provide the kind of facilities required for a baccalaureate program. The Committee recommended that the project be approved.

It was moved (Taylor) and seconded (Harris) that the recommendation of the Committee be approved. Mr. Wilkins requested, and it was agreed, that the motion include the proviso that no State funds shall be required for construction. The motion was adopted, with 12 voting in favor, Mr. Gallagher opposing, and Mr. Clement abstaining.

Medical University of South Carolina

1. Summerall Center Lease - Hold Improvements - \$275,000. The Committee recommended that the project be approved. It was moved (Taylor) and seconded (Graham) that the recommendation of the Committee be approved. The motion was adopted.

2. Computer Electrical Equipment - \$400,000. The Committee recommended that the project be approved. It was moved (Taylor) and seconded (Graham) that the recommendation of the Committee be approved. The motion was adopted.

3. Demolition of "A" Building - \$50,000. The Committee recommended that the project be approved. It was moved (Taylor) and seconded (Harris) that the recommendation of the Committee be approved. The motion was adopted.

4. Hospital Admitting and Minor Treatment Room - \$200,000. The Committee recommended that the project be approved. It was moved (Taylor) and seconded (Harris) that the recommendation of the Committee be approved. The motion was adopted.

5. BCD Building - \$2,000,000. This facility was designed for medical and dental offices, and includes a five-story office building, a one-story retail pharmacy building, and surrounding land and paved parking areas. Two appraisals place the "replacement cost" at \$1,974,310 and \$1,946,000; the lower figure has been accepted as the sale price. It should be noted that one appraisal places the "fair market value" of the property at \$1,376,350. An offer of this amount by MUSC was rejected. The Medical University's justification for this facility includes immediate need for the 280 parking spaces included with the property, immediate need for approximately 15,000 square feet for two academic programs, and a long-term need to establish an academic facility for clinical training of primary care physicians. The Committee recommended that the project be deferred until the master plan is available. It was moved (Taylor) and seconded (Bostic) that the recommendation of the Committee be approved.

Mr. Gallagher requested that the minutes show that because he represents professionally some of the owners of the BCD Building he abstained from both the discussion and from voting. Mr. Wilkins stated that in his opinion a pressing local need exists and MUSC should be authorized to take advantage of the opportunity to purchase the property. A substitute motion was made (Wilkins) and seconded (Graham) that the project be approved as meeting a pressing local need, subject to determination by the appropriate State officials as to whether the price is a fair price. After discussion, a second substitute motion was made (Wilkins) and seconded (Clement) that the project be approved as meeting a pressing local need, but that the Commission express no opinion as to the correctness of a fair market value of the contract due to lack of sufficient information.

Mr. Clement stated that in his opinion it would be advisable for MUSC to purchase the building now because the value would appreciate in the period of a year. The motion to approve the recommendation of the Committee was disapproved, with five affirmative and eight negative votes. Mr. Gallagher abstained. The second substitute motion, that the project be approved, was adopted, with 12 affirmative and one negative votes. Mr. Gallagher abstained.

USC-Union Campus

Central School Renovation - \$150,000 (plus \$400,000 from State Institution Bonds). On November 9 the Facilities Committee recommended approval of the project, but the Commission voted to defer consideration until the master plan is available. Mr. Graham stated that following the Committee's visit to Lander on November 21 he drove to Union to visit the two-year branch campus there. Based in part on the campus visit, the Committee reaffirmed the pressing need for the project and recommended that it be approved. It was moved (Graham) and seconded (Gilliam) that the Commission reconsider the request from USC-Union and that the project be approved. Mr. Clement requested that the matter be referred back to the Facilities Committee and that the Committee make a recommendation to the full Commission at its January meeting. Mr. Rogers suggested, and Mr. Gallagher concurred, that the Committee review the requests from all four of the branch campuses (Beaufort, Salkehatchie, Sumter, and Union). Mr. Swanson stated that it would be up to the Committee to make that determination. Dr. Bostic stated that if the Commission reconsiders each project on the basis of a visit to the campus by the Committee, the entire review procedure could be repeated.

The motion that the project be approved was adopted, with eight affirmative and seven negative votes. Dr. Bostic, Mr. Clement, Mr. Gallagher, Mr. Rogers, Mr. Shirley, Mr. Wilkins, and Dr. Wright opposed. Mr. Clement requested that the record show that he opposed because of the method of handling.

President Nance stated that when he was contacted by Mr. Michael concerning the possibility of a visit to the campus of South Carolina State College by the Facilities Committee on November 7, he indicated that classes would not be in session that day because it was a legal holiday but that he would be available if the Committee chose to visit. The Committee decided to postpone the visit. Dr. Nance stated that he is scheduled to appear before the Budget and Control Board on December 12 at which time he will report that South Carolina State College's capital improvement requests were not considered by the Commission to meet pressing local need requirements, and that because of time constraints the Committee was not able to visit the campus.

Dr. Wright suggested that it be noted that the Facilities Committee did not make recommendations on requests from South Carolina State College because it did not have the opportunity to visit the campus prior to the Commission meeting. Mr. Clement stated that he opposes Commission support of an individual appeal by a president to the Budget and Control Board.

IV. Consideration of Proposed Standing Committee on Health and Medical Education

Dr. Boozer stated that it was suggested at the Commission meeting on November 9 that the Commission consider establishing a Standing Committee in the health area. The staff proposed that that suggestion be implemented by the creation of a Standing Committee on Health and Medical Education. The formation of such a Standing Committee would give official recognition and provide a mechanism for the Commission to respond to the substantial percentage of educational funds expended for health and medical education, the increasing importance of this segment of higher education in terms of the national need for improved health care at cost effective levels, and the necessity for coordination of the two medical schools in South Carolina. The Commission has a precedent

for such a Committee which functioned during the period when the proposal for a new medical school was under study.

The Health Education Authority, created in 1974 as an advisory committee on health affairs to the Commission, has generated a cooperative and coordinative approach to the review of health and medically related programs and to planning. This contribution has been visible largely through the advice and counsel provided to the Commission through the Assistant Director for Health Affairs who has been chairman of the Health Education Authority since its inception. Dr. Boozer recommended that a member of the proposed Standing Committee on Health and Medical Education become the chairman of the Health Education Authority, and that the other members of the Committee become ex officio members of HEA to provide a better bridge between the Commission and HEA and to assist the Commission in its decision-making, regulatory, and policy-making roles.

It was moved (Wilkins) and seconded (Bostic) that a Standing Committee on Health and Medical Education be approved. The motion was adopted unanimously. Mr. Swanson appointed Dr. Cooper, Mr. Gallagher, Mr. Gilliam, Dr. Williams, and Dr. Wright to serve on the Committee. At Mr. Swanson's request, the Committee met briefly for the purpose of electing a chairman. Dr. Wright was elected chairman of the Committee.

Dr. Boozer suggested that the Commission approve the establishment of task forces in the areas of health, nursing, medical doctor education, and other health-related areas. Dr. Wright requested that the Committee be given the opportunity to consider the matter and to develop recommendations to the Commission.

Mr. Joseph B. Davenport, a member of the Health Education Authority, and Mr. James F. Keasler, Executive Director of the Appalachian Health Systems Agency, commented briefly with reference to cooperation and coordination among the various agencies and professions concerned with health and medical education, and the effective functions HEA has performed in this connection.

Dr. Boozer distributed copies of the draft of a Bill to amend the Act that established the Dean's Committee on Medical Doctor Education. He noted that he has been invited to appear, along with several other interested parties, at a joint meeting of the Senate Medical Affairs Committee and the House Medical, Military, Public and Municipal Affairs Committee on December 13 with respect to the proposed legislation. Mr. Clement requested that a member of the Commission, rather than the Executive Director, represent the Commission at the hearing. Dr. Boozer suggested that the Bill be referred to the Standing Committee on Health and Medical Education for further study, and that the Committee designate a member of the Commission or the staff to make the presentation on December 13.

V. Consideration of Rules and Procedures of the Commission

It was moved (Wilkins) and seconded (Dreher) that the revised Rules and Procedures of the Commission be approved. The motion was adopted unanimously. The revised Rules and Procedures, as adopted, are attached as Exhibit A.

VI. Report on Planning Activities

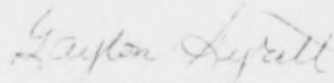
Mr. Swanson reported that 16 task forces held meetings in November. The chairman of each task force commented briefly on activities and progress. Task forces on the Appropriation Formula, Facilities, Faculty, Finances, Goals, Libraries,

and Transfer Students have scheduled meetings during December. Dr. Boozer expressed appreciation to Mr. Michael, Mrs. Shelton, and other members of the staff for the work they have done in corresponding with members of the task forces and in coordinating meetings. Mr. Swanson complimented Commission members for their efforts in organizing the task forces.

Mr. Swanson noted that public hearings will be held in January and February in each of the six Congressional Districts, in accordance with Act 410 of 1978.

The meeting was adjourned at 3:30 p.m.

Respectfully submitted,



Gaylon Syrett
Recording Secretary

RULES AND PROCEDURES

SOUTH CAROLINA COMMISSION ON HIGHER EDUCATION

I. Procedures Concerning Commission Meetings

1. Regular meetings of the Commission shall be held at 10:30 a.m. on the first Thursday of each calendar month. Meetings will be scheduled to permit the Commission periodically to visit each campus of the public colleges and universities.
2. Special meetings may be called by the Chairman or upon the request of one-third of the members. No meeting will be convened on less than forty-eight hours notice without the consent of two-thirds of the members.
3. The Chairman shall preside at all meetings of the Commission. If the Chairman is absent, the Vice Chairman shall preside over the Commission meeting. The Chairman will be elected annually in January and may serve no more than four consecutive years in that capacity.
4. A majority of the members of the Commission shall constitute a quorum.
5. The Executive Director shall prepare an agenda for each meeting. To the extent feasible, the Executive Director shall send copies of the agenda and related materials one week in advance of the meeting. Committee recommendations that require Commission action must be submitted in writing to members of the Commission at least forty-eight (48) hours prior to a regular meeting, and at least twenty-four (24) hours prior to a special meeting, provided, however, that at any meeting this requirement may be suspended upon approval of three-fourths of the members present at that meeting.
6. Robert's Rules of Order shall be followed.
7. Meetings of the Commission are open; executive sessions may be called only in accordance with the S.C. Freedom of Information Act. No Commission member shall designate an alternate to attend meetings. The following officials will be invited to all open meetings and be provided copies of material sent in advance to Commission members: the State Superintendent of Education; the Executive Director of the State Board for Technical and Comprehensive Education; the Executive Vice President of the South Carolina College Council; the Chairman of the Council of Presidents of Public Senior Colleges and Universities; the Chairman of the Advisory Council of Private College Presidents; the President of the South Carolina Organization of Private Postsecondary (Proprietary) Schools; and the Education Aide to the Governor. Additionally, all public institutional heads and the State Board for Technical and Comprehensive Education will be sent a copy of the agenda prior to each Commission meeting.
8. Minutes of all open meetings of the Commission shall be kept by the Executive Director and distributed to each member as soon thereafter as possible.

II. Procedures Concerning Commission Staff

1. The Commission shall employ a full-time director with the title of Executive Director to serve as its chief administrator, and such other staff as needed.
2. Duties of the Executive Director shall include:
 - a. Serve as the professional administrator and executive secretary of the Commission.
 - b. Advise the Commission on all educational matters, recommend policies and procedures, direct all operations of the Commission office.
 - c. Keep minutes of all Commission meetings.
 - d. Recommend a staff organization and candidates for all positions.
 - e. Represent the Commission in groups, bodies, agencies, and organizations as approved by the Chairman.
 - f. Perform such other duties as may be assigned by the Commission.

III. Procedures Concerning Commission Committees

1. Executive Committee

- a. The Executive Committee of the Commission shall be composed of the Chairman of the Commission, who shall act as the Committee's presiding officer, the Vice Chairman, and the chairmen of the standing committees of the Commission.
- b. The Executive Committee shall have the power to act upon those matters delegated to it and perform such duties as assigned by the full Commission. When appropriate it will serve as the Steering Committee for such projects or programs not clearly within the purview of another Standing Committee.

2. Standing Committees

Act 410 (1978) states that "The commission shall create from among its membership such standing committees as it may deem necessary. The creation of the committees and their duties shall be prescribed by a two-thirds vote of the membership of the commission. Special committees may be created and their duties prescribed by a majority vote of the membership of the commission."

Members of standing committees will be appointed by the Chairman annually, at the January meeting or as soon thereafter as possible. Members may be reappointed. The standing committees are as follows:

- Academic Programs
- Business and Finance
- Facilities
- Health and Medical Education
- Legislative Relations
- Public Information

3. One member of the Commission will serve on the Advisory Council on Community Service and Continuing Education (Title I-A, Higher Education Act of 1965 as amended). The Advisory Council, which includes representatives from educational institutions, other State government agencies and the public, advises the Commission in discharging its responsibility for administering this federal program.
4. The Chairman will appoint members to any special committees created by the Commission.

IV. Reimbursement for Members of the Commission on Higher Education

1. A provision of the annual Appropriation Act states:

"Members of the State Boards, Commissions or Committees, whose duties are not full-time, and who are paid on a per diem basis, shall be allowed reimbursement for actual expenses incurred at the general daily rates provided for in this section while away from their places of residence on official business of the State."

The 1978-79 Appropriation Act sets the per diem allowance at \$35.00; authorizes reimbursement for actual expenses for lodging; places a ceiling of \$12.00 per day for reimbursement of actual expenses for meals while traveling in the State; and establishes a rate of 16 cents per mile for use of a personal automobile in traveling on official business of the State.

Regulations require that claims for lodging be accompanied by a receipt. Receipts are not required for meals. When using a personal automobile in traveling on official business, the traveler must proceed by the most direct route practicable, and substantial deviations from the distances shown on the current State Highway Map of the S.C. Highway Department should be explained.

2. Commission members are paid per diem for attending a Commission meeting, a meeting of a committee appointed by the Commission, an appearance before a legislative body on behalf of the Commission, or for any other public activity which is carried on for the Commission. Payment is on a calendar day basis. Members attending more than one meeting in a day (e.g., a committee meeting and a Commission meeting) will be paid per diem for one day. If a meeting is carried over to the next day, however, reimbursement will be for two days.

The miles traveled will be calculated from the member's city or town of residence, using the current State Highway System Map. If the actual mileage significantly deviates from the official mileage, the member may submit a written statement showing the correct distance, and that statement will be the basis for calculating reimbursement.

The Commission does not reimburse the travel expenses of a member

whose residence or office is in the greater metropolitan area in which the site of the meeting is located.

To obtain reimbursement, the member will complete a work sheet (copy attached) and sign two blank State expense vouchers (copy attached). Normally the staff will distribute these forms at the meeting. The Commission's Accountant will complete the official travel voucher which will be processed to the Comptroller General who will write a check for reimbursement. The Accountant will mail the check and a copy of the official voucher to the member. The voucher should be retained for reference when filing income tax returns, as no other record of payments is provided.

Pressing Local Needs

This year we are operating under a mandate to consider only those projects needed to meet "pressing local needs." The institutions were aware of this mandate and their submissions presumably reflect their interpretations of pressing local needs.

Since this restriction is tied to local conditions, it is difficult to set State-level criteria for meeting pressing local needs. However, we believe that such projects should be necessary (1) to avoid a significant curtailment of an existing program, (2) to avoid delaying the implementation of an essential approved program, (3) to correct a serious hazardous or unsafe condition, or (4) to correct an excessive waste of energy. There should be a sense of urgency about completing the project.

We do not believe that a project meets the criteria because it generally reduces the use of energy, avoids or eliminates an inconvenience, improves appearance, or simply avoids postponement of non-essential programs.

S.C. State

1. Physical Plant Facilities Complex. In 1978, the Commission approved the construction of a physical plant complex and in 1978, the General Assembly provided \$90,000 to plan it. While the complex will improve efficiency and probably reduce operating costs, its delay should not seriously affect operations.

2. Addition to Classroom Building. This project would add a wing to the building housing the Department of Business Administration, to provide offices and space for classes utilizing business machines. A large area now utilized for teaching was formerly a library stack area and utilization is limited by the presence of numerous posts which supported shelves but must remain to support the roof.

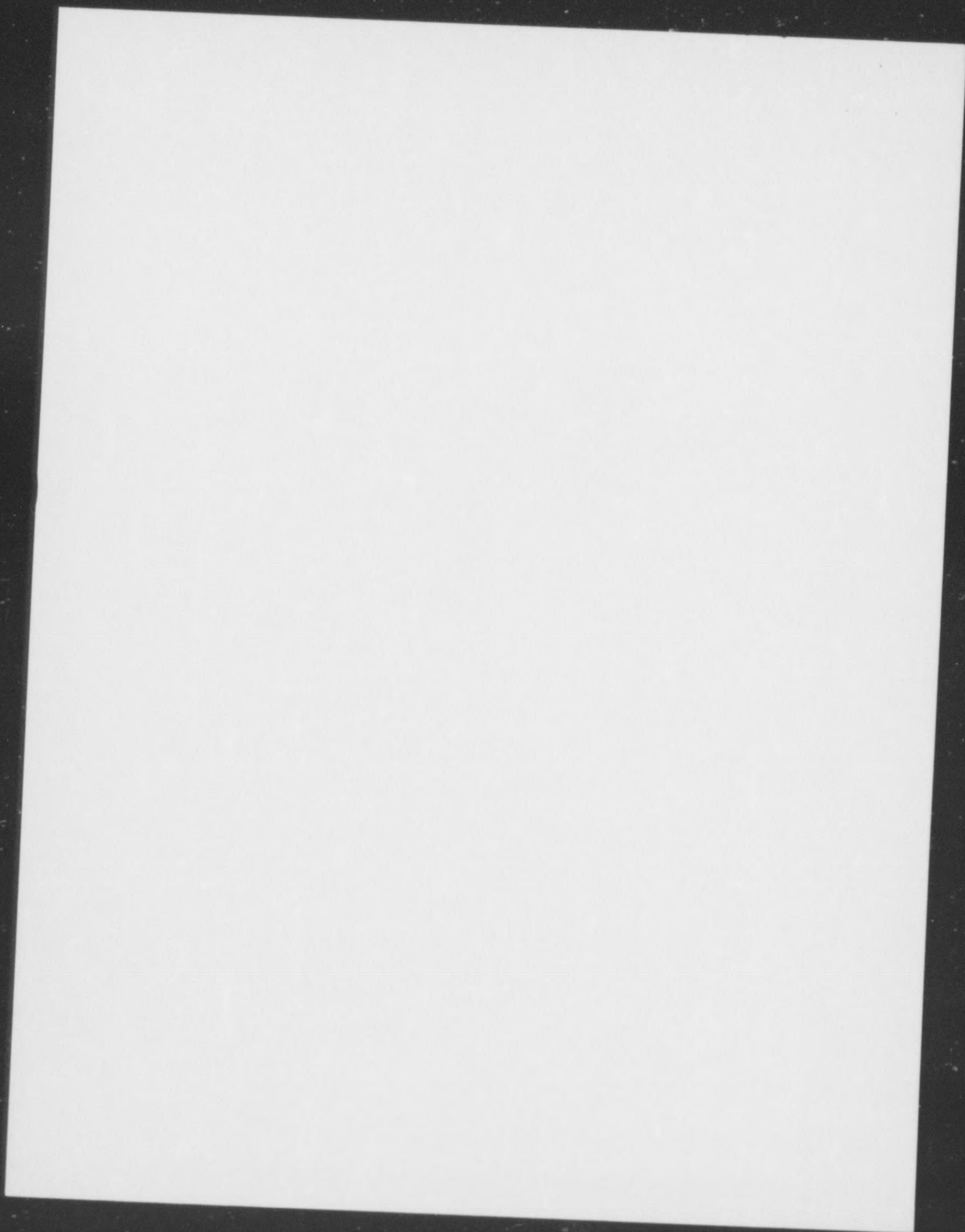
This project was approved by the Commission in 1977, but never funded. While the project is needed, there is a question as to the urgency of the project.

3. Lewis Lab Addition and Renovation. As with the preceding project, this will improve an educational facility, this one used by the School of Industrial Education and Civil Technology. As with the preceding project, while it is needed there is a question as to its urgency.

Clemson

1. Renovation of Brackett Hall. A similar project was approved by the Commission in 1971 but never funded. This is a 30 year old building which does not meet present day standards for health and safety. If not renovated, the building will be unsafe and hazardous to the health of the occupants.

2. Modify Air-Conditioning in the Plant and Animal Science Building. This project will improve comfort and hence efficiency. It does not appear to be critical under the criteria for pressing local needs. A similar project was approved by the Commission in 1971 but not funded.



OFFICE OF THE PRESIDENT

(803) 792-2211



Medical University of South Carolina

171 ASHLEY AVENUE / CHARLESTON, SOUTH CAROLINA 29403

November 30, 1978

Dr. Howard Boozer
Executive Director
S. C. Commission on Higher Education
1429 Senate Street
Columbia, South Carolina 29201

Dear Howard:

The purpose of this statement is to suggest the meanings of the important phrase "Pressing Local Need" as applied to programs, operations, and facilities in the 1978 act concerning the Commission on Higher Education. It was obviously intended that "pressing local need(s)" should not be delayed during the "moratorium year."

It is my interpretation that the intent of having such a caveat is to assist the institutions of higher education to continue to provide the teaching-learning, investigating and services which the institutions have been chartered to provide. Thus, to permit those alterations and renovations, expansions, new people, programs or facilities when and where the institution or the "locale" within which the institution is located, demonstrate needs which must be met in order for continued operation and service. Such "needs" would include the education of "needed" graduates, the maintenance of "quality," the "safety" of occupants, and the "savings" of money when delay clearly serves no purpose.

Sincerely,

William H. Knisely, Ph.D.
President

WHK/egc



Office of the President

Francis Marion College

FLORENCE, SOUTH CAROLINA 29501
(803) 669-4121

December 6, 1978

Dr. Howard R. Boozer, Executive Director
South Carolina Commission on Higher Education
Rutledge Building
1429 Senate Street
Columbia, South Carolina 29201

Dear Howard:

Here is a start in defining "pressing local needs". The several proposed criteria probably overlap a bit. I don't see how the Commission can continue to use the term unless there is some agreement on its meaning.

The language of the Lake Bill doesn't suggest to me that the State must stop everything for a year or two while we make our plan. However, it does suggest that every program be weighed against the concept, "pressing local need". So, I hope some generally accepted definition can be agreed on.

I. Academic Program meeting test of pressing local need

- (1) One which promises, immediately after implementation, to enroll students in a program providing much needed skills for the work force in the State or that area of the State which the institution serves;
- (2) one which would upgrade the education of a specific group of citizens near the institution in such a way as to promise immediate gains in productivity and expertise to those enrolled in the program and to their employers;
- (3) one which promises immediate and significant assistance to the economy of the area served by the institution, enriching its attraction to interested businesses and industries;

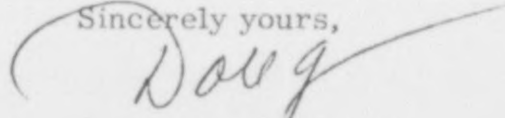
Dr. Howard R. Boozer
Page Two
December 6, 1978

- (4) one which will provide survival skills needed by the citizens of the State or by the area served and which are not likely to be provided through other sources, such as certain medical skills, and
- (5) one greatly needed by the institution because of its potentially supportive role for existing programs (as physics program to strengthen an existing science major)--this might be an especially important consideration in a new college.

II. Facilities meeting test of local pressing need

- (1) Needs which if not met immediately will lead to disruption or an inability to properly support existing programs on a campus;
- (2) may produce situations hazardous to students and others (as street lights, walk lights);
- (3) will result in serious deterioration to facilities with any postponement resulting in greatly increased expenditures in the future;
- (4) will prevent the maximum utilization of existing facilities (as providing heat, air conditioning, parking, walkway patterns, etc., for a new facility);
- (5) will leave the College unable to adequately offer a program for which there is a pressing need (due to lack of space or of proper facilities to satisfy special requirements);
- (6) will lead to serious overcrowding, congestion, confusion in or in the use of existing facilities;
- (7) must (or should) be done as a result of or in connection with other construction or programs; would cost substantially more or in effect have to be done at a much greater cost if not done properly at the appropriate time (as drainage needed near new building).

Sincerely yours,



Walter D. Smith
President

Lander

COLLEGE

Greenwood, South Carolina 29646

Telephone (803) 229-8300

Office of the President

December 11, 1978

Dr. Howard R. Boozer
Executive Director
S. C. Commission on Higher Education
1429 Senate Street
Columbia, South Carolina 29201

Dear Howard:

To the definitions of "pressing local needs," forwarded to you by Walter D. Smith, I would add under Section II, "Facilities meeting test of local pressing need" as number (1), Construction absolutely essential to completing a basic plant for a new state college.

Although we have never had a well-defined policy in South Carolina to move with all dispatch towards providing a basic plant for newly created or newly acquired state colleges, the State has done a fine job in providing a basic plant for Charleston and Francis Marion, and Lander has a good start towards its basic plant, though we have been slowed somewhat by the economic situation which has existed since 1974.

I found myself wanting very much to make a statement at the last meeting of the Commission on the importance of the arts to any Liberal Arts College. I do not think that we have a very high level of awareness of this in South Carolina, and I speak as one who suffered from this fact. When I attended Wofford College, entering in 1942, Wofford had no drama department, it had no art department, and it had no music department. Now I do not think that the average liberal arts college should have an emphasis on performance in the fine arts areas, but a liberal arts college which does not have some sound offerings for all students in the areas of art, music, and drama is not a healthy institution. When I went out of this geographic area to study and to work, I found that there was a vast area about which I was very poorly informed. Very soon after I was demobilized from the service in World War II, I returned to Europe to do relief work. My coworkers were graduates of some of the finest institutions in the eastern United States, and I found that all of them had a very

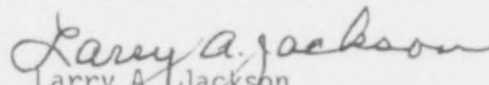
Dr. Howard R. Boozer
December 11, 1978
Page 2

highly developed appreciation for art and music, an appreciation my culture in South Carolina did nothing to inspire or enhance. Several of them were kind enough to take me in hand and open my life to the fact that through art and drama we learn a great deal about the essential human condition that we cannot learn from any other sources.

I make this statement at some length, because it took so long for me to personally become enlightened in this area, and it is quite possible that many people have never thought about the need for having at least some work in art, music, and drama on every college campus. Our fine arts building is not built to produce or to house a performing arts major. Students at Lander who are majoring in art, music, or drama are, for the most part, planning to teach in our high schools, and they need good facilities in order that they can go out and do a sound job in these areas. We could never afford the expensive program that, for instance, the State University of New York has located at only one of its campuses, the Purchase campus. The facilities at Purchase are designed to produce performers of very high quality. That is an expensive program. Perhaps one college or university in South Carolina should emphasize performance in the fine arts, but that is not the job of the average liberal arts college, and it is certainly not the job for Lander College. This, however, does not negate the fact that this college and this area very much need a fine arts center. I think the paucity of offerings in the fine arts even has a profound affect on the poor performance of South Carolina students on nationally normed exams, such as the College Board. Unless we do a better job of introducing the students of even remote high schools to what is going on culturally in our world and in our nation, they will continue to perform poorly on these exams.

I am aware that Mr. Gallager of the Commission expressed some doubts about whether fine arts facilities should be constructed at each campus. Certainly at one point in my life I would have expressed the same doubts that he expressed. I would like to be able to dialogue this question out with him and am sending him a copy of this note to you. I was extremely pleased that the Commission voted to approve the planning money for the fine arts wing of the Lander College Center.

Sincerely,


Larry A. Jackson
President

LAJ/bd
cc: Mr. Robert C. Gallager

STATE BUDGET AND CONTROL BOARD

MEETING OF January 4, 1979

AGENDA ITEM NUMBER 1141795

EXHIBIT IX

Agency: Grants and Contracts Subcommittee

Subject: Grant and Contract Requests

The Subcommittee's package includes 45 projects involving the following funding:

Federal	\$79,607,498
State	16,540,711
Other	<u>1,657,963</u>
Total	\$97,806,172

Board Action Requested:

Approve Subcommittee recommendations

Staff Comment:

Attachments:

Morris 12/27/78 memo to Putnam plus attachments



STATE OF SOUTH CAROLINA

OFFICE OF THE STATE AUDITOR
P. O. BOX 11333
COLUMBIA
29211

EDGAR A. VAUGHN, JR., CPA
STATE AUDITOR

MEMORANDUM

TO: William T. Putnam, Executive Director
Budget and Control Board

FROM: Earle E. Morris, Jr., Comptroller General *EF*
Chairman, Grants and Contracts Subcommittee

DATE: December 27, 1978

The attached projected summary was provided in compliance with Section 5, Act 651 of 1978 (Joint Resolution) to the Joint Appropriations Review Committee on December 19, 1978 for any advice or recommendations.

There are 45 projects from 25 state agencies who are requesting the following amounts from federal, state and other sources:

Federal Fund -	\$79,607,498
State Matching -	16,540,711
Other Matching -	<u>1,657,963</u>
TOTAL	\$97,806,172

(These total funds include \$1,591,508 in 12 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 - 66	Full-Time - 153.75
Part-Time - 9	Part-Time - 21
<u>75</u>	<u>174.75</u>

The Grants and Contracts Subcommittee recommendations for these programs are reflected in Column 10 of the attached Summary.

TELEPHONES (AREA CODE 803)

ADMINISTRATION
756-2106

BUDGET DIVISION
756-7415

AUDITING DIVISION
756-8406

GRANTS AND CONTRACTS
756-7707

ENGINEERING
756-2657

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: December 18, 1978

DATE: December 18, 1977

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 Attorney General's Office	9-E20-002 (Amended)	306,952	7/1/78 6/30/79	230,214 75%	76,738 25%	0	20	0	Subcontract DHEW thru DSS - 13.679 To fulfill the requirement of Title IV-D of the Social Security Act, which must be done if the state is to receive AFDC funds. The Dept. of Social Services has subcontracted to the Attorney General's office for child support enforcement. This is an amendment which adds funds so that the effort can be statewide.	Approval	The matching state funds for this modification of the project are appropriated to the Dept. of Social Services.
2 S.C. Reorganization Commission	9-E32-001	458,301	10/31/78 9/30/79	130,000 28%	328,301 72%	0	3	0	Office of Human Development Services, DHEW - 13.647 To establish a demonstration model whereby the delivery of human services in S.C. may be thoroughly researched & studied to provide for a more efficient & orderly manner of service delivery.	Approval	State share includes \$250,000 appropriated in 1978 by General Assembly; \$78,301 represents in-kind contribution from Reorganization Commission.

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: December 18, 1978

DATE: December 18, 1978											
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
3 B&C Board, Office of Executive Director	9-F02-001	60,000	9/1/78 8/30/79	40,000 67%	20,000 33%	0	2.5	0	Subcontract, Governor's Office, Economic Development Admin. - 11.305 A program to provide a management engineering staff to investigate problems in state government in order to improve the operating performance of state agencies thru analytical techniques which identify problems/situations & recommend solutions to the B&C Board.	Approval	\$20,000 matching state funds provided by DOA.
4 B&C Board, Div. of Research & Statistical Services	9-F08-001	43,400	12/1/78 4/1/79	42,300 97%	1,100 + film 3%	0	0	0	U.S. Corp. of Engineers, EPA, Nat'l. Marine Fisheries, S.C. Coastal Council & Wildlife - A multi-agency project to obtain new aerial photography for approximately 4000 square miles of S.C., Coastal Zone. Plane & pilot will be provided by S.C. Aeronautics Commission; aerial mapping camera from S.C. Coastal Council, & navigator & camera operator to be provided by Div. of Research & Statistical Services.	Approval	

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: December 18, 1978

DATE: December 18, 1978

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	
5 College of Charleston - Higher Education Consortium	9-H15-018	94,031	7/1/79 6/30/80	76,306 81%	14,850 16%	2,875 3%	2	0	U.S. Office of Education 13.482 A program to provide economically, educationally or culturally disadvantaged students in Charleston area colleges - College of Charleston, Trident TEC College assistance in remedial education, tutoring, counseling, career advisement & evaluation.	Approval	
6 Francis Marion College	9-H18-004	12,000	7/1/79 5/30/80	12,000 100%	0	0	3T	0	National Science Foundation 47.051 A program to acquaint young women in the area with successful women scientists both of national & local fame. Program is designed to provide an opportunity for women to learn more about careers in science.	Approval	

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: December 18, 1978

DATE: December 16, 1978											
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	
7 USC	9-H27-068	48,710	1/1/79 6/30/79	48,710 100%	0	0	.5	0	U.S. Dept. of Justice, LEAA (JJ&D) - 16.518 A program to sponsor a national symposium with the office of Juvenile Justice & delinquency of LEAA & USC-affiliated facilities program to increase participants' knowledge in the field of the juvenile retarded offender. S.C. state agencies, federal & other states will be represented at the Charleston-held conference.	Approval	
8 USC	9-H27-069	571,947	3/1/79 2/28/80	571,947 100%	0	0	7 4T	0	Public Health Service, DHEW 13.384 A program to develop new & expand current curricula. Funds to be used for program services, purchase equipment, & renovate existing space for the School of Public Health. To educate & train at the Master's level middle managers in basic knowledge & application of administrative skills essential to operation of Health Services' agencies & programs.	Approval	These funds are provided for a maximum of 4 years & then the state will be required to pay for any continued support.

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: December 18, 1978

DATE: December 18, 1978

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	
9 USC - Graduate School	9-H27-070	169,925	7/1/79 6/30/80	124,438 73%	45,487 27%	0	.5	0	U.S. Office of Education 13.580 A program to establish institutional grant support in order to recruit minority graduate students, especially blacks & women during the 78-79 academic year. This includes the fields of business administration, geology, psychology & public administration -- goal is for 13 graduate students.	Approval	
10 USC	9-H27-071	174,503	6/1/79 6/30/80	174,503 100%	0	0	0	5T	U.S. Office of Education 13.492 To generate the skill and motivation necessary for success in education beyond high school among young people from low income families & with inadequate secondary school preparation.	Approval	45 students are provided financial assistance through this program.

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: December 18, 1978

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.			
11 USC	9-H27-074	95,000	7/1/79 6/30/80	95,000 100%	0	0	0	4 4T	U.S. Office of Education 13.482 To assist low income, educationally or culturally deprived, physically handicapped students or students with limited english-speaking ability who are enrolled or accepted for enrollment in institutions who are recipients of grants to initiate, continue, or resume post-secondary education.	Approval	
12 USC	9-H27-075	81,873	7/1/79 6/30/80	81,873 100%	0	0	0	4.5	U.S. Office of Education 13.488B A program to identify youths of financial or cultural need with exceptional potential for post-secondary educational training and assist them in obtaining admissions to post-secondary schools with adequate financial aid.	Approval	
13 USC - Coastal Carolina	9-H35-002	164,421	7/1/79 6/30/80	114,267 69%	50,154 31%	0	0	0	Nat'l. Science Foundation 47.048 A program to upgrade the scientific equipment in the Biology, Chemistry, & Marine Science departments of Coastal Carolina College.	Approval	

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: December 18, 1978

DATE: December 18, 1978

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	
14 USC- Spartanburg	9-H39-004	2,000,000	1/1/79 12/31/80	400,000 20%	0	1,100,000 55% 500,000 L 25%	0	0	Appalachian Health Council To construct a 40,000 sq. ft. building to provide needed space for the School of Nursing at Spartanburg campus of USC.	Conditional Approval	Project approved by Higher Education Commission on 12/7/78 provided no state funds are required. Local community plans to support with \$500,000; however, additional funds of \$1,100,000 are being sought from private foundations & individuals. To date local funds are committed for project only.
15 USC - Spartanburg	9-H39-007	73,694	7/1/79 6/30/80	73,694 100%	0	0	0	6.5	U.S. Office of Education 13.482 2nd year of program to provide qualified low income or educationally disadvantaged financial assistance tutorial & counseling support services. The program is designed to retain & graduate low income students. Last year 75 students were assisted.	Approval	Additional matching funds are not required, however agency's application indicates \$39,824 are committed to this concept.

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: December 18, 1978

DATE: December 18, 1978

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	
16 Winthrop College	9-H47-022	60,374	10/1/78 9/30/79	45,000 75%	15,374 25%	0	1T	2.75	Subcontract, S.C. Developmental Disabilities Program DOA - 13.630 To identify & diagnose developmentally disabled pre-school children. Development of comprehensive habilitation plans, incorporation of the family into plans & treatment services in the area of physical training, infant stimulation, nutrition, speech therapy, parent training, counseling & care management.	Conditional Approval	Pending waiver request for use of indirect costs for operational support.
17 Winthrop College	9-H47-024	23,323	9/30/78 9/29/79	23,323 100%	0	0	0	.5 1T	Subcontract, USC, UAF, DHEW 13.632 To provide technical assistance & training support to parents, teachers & direct developmentally disabled service personnel in appropriate communication techniques, language & social skills for developmentally disabled citizens of S.C.	Approval	The UAF at USC & Winthrop are co-administrators of a consortium of several schools in S.C. for the developmentally disabled.

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: December 18, 1978

DATE: December 18, 1978

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	
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17 Winthrop College	9-H47-024	23,323	9/30/78 9/29/79	23,323 100%	0	0	0	.5 1T	Subcontract, USC, UAF, DHEW 13.632 To provide technical assistance & training support to parents, teachers & direct developmentally disabled service personnel in appropriate communication techniques, language & social skills for developmentally disabled citizens of S.C.	Approval	The UAF at USC & Winthrop are co-administrators of a consortium of several schools in S.C. for the developmentally disabled.

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: December 18, 1978

DATE: December 18, 1978

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	
18 Medical University	9-H51-030	60,201	7/1/79 6/30/80	31,041 52%	29,160 48%	0	0	6T	Public Health Service, DHEW 13.837 A program to train cardio-metricians & quantitatively oriented research investigators dedicated to finding means of reducing death & disability due to vascular & heart disease.	Approval	
19 Medical University	9-H51-031	63,000	7/1/79 6/30/80	63,000 100%	0	0	0	0	Public Health Service, DHEW 13.884 A program to provide physicians & post-doctoral research fellows training in clinical pharmacology in the Dept. of Clinical Pharmacology, Internal Medicine & Pediatrics.	Approval	
20 Tri-County TEC	9-H59-094	92,986	9/1/79 8/30/80	81,040 87%	0	11,946 13%	0	4 5T	U.S. Office of Education, DHEW - 13.482 To provide special remedial services to 125 students who are physically handicapped, from very low income families, from educationally & culturally deprived backgrounds & of limited english speaking ability.	Approval	

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: December 18, 1978

State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel New Cont.		Federal Agency/ CFDA/ Program Purpose	GCR Unit Recommendation B&C Board/ GCR Subcommittee Recommendation	Remarks
21 State Board for Tech. & Comp. Ed.	9-H59-095	948,451	11/17/78 5/30/80	948,451 100%	0	0	0	26	Subcontract, Governor's Office of Manpower, CETA 17.232 Title III To expand the level and improve the quality of skill training & employment opportunities within the state for low income un- employed persons.	Approval	
22 Tri-County TEC	9-H59-097	87,104	9/1/79 8/30/80	76,807 88%	10,297 12%	0	2	0	National Science Foundation 47.048 To provide special report & incentives to a selected group of 75 female students & a selected group of 40 male minority students from the Tri-County area to assist them in pursuing a career in the engineering technology area.	Approval	A 2-year project requiring \$10,297 state funds the first year & \$10,459 the second year.
23 Williamsburg TEC	9-H59-098	214,623	7/1/79 6/30/80	214,623 100%	0	0	27	0	U.S. Office of Education DHEW - 13.492 To provide academic, cultural, & motivational opportunities for students from grades 10-12 who come from low income families to ensure, as far as possible, success in education beyond high school. They will receive special instruction, tutoring & counseling.	Approval	

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: December 18, 1978

DATE: December 18, 1978

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 S.C. Dept. of Education	9-H63-012	232,205	7/1/79 6/30/80	232,205 100%	0	0	0	1.5	Dept. of HEW - 13.445 Dept. of Education, Office of Programs for the Handi- capped, in cooperation with the South Atlantic Regional Centers, will provide funds to direct services to approximately 91 deaf/blind children; services include (1) comprehensive diagnosis & evaluation, (2) program of education & adjustment, (3) effective consultative services for parents, teachers & students.	Approval	90% of funding is for subcontracts to 6 schools in S.C. which provide services for 91 deaf-blind students.
25 Educational Television	9-H67-016	513,950	4/1/79 2/28/80	513,950 100%	0	0	1T	0	Nat'l. Endowment for the Humanities - 45.104 A television series of 9 programs on the social history of the antebellum south. Produced in docu- drama form, the series will illuminate various ways of life in the region to empha- size the richness of the social order & the diversity of cultures.	Approval	

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: December 18, 1978

DATE: December 18, 1978													
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	
26	DHEC	9-J04-045	112,538	2/1/79 1/31/80	69,873 62%	42,665 38%	0	0	6	LEAA thru Office of Criminal Justice - 16,502 To investigate & apprehend offenders who violate existing state drug laws & thereby create & maintain a "closed distribution system" for all legal drugs, drug products, & chemical precursors.	Approval		
27	DHEC	9-J04-046	12,500	12/15/78 12/14/79	12,500 100%	0	0	0	0	Beaufort-Jasper Comprehensive Health Services To provide technical assistance & liaison to the S.C. Rural Water & Sewer Grant Advisory Committee.	Approval		
28	Alcohol and Drug Abuse	9-J20-009	8,000	1/30/79 6/30/79	6,000 75%	2,000 25%	0	0	0	HEW thru Office of Health & Social Development 13,630 To increase the awareness of the general public, especially women in the child-bearing age range, of the dangers of alcohol consumption during pregnancy.	Approval		

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: December 18, 1978

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.			
29 Vocational Rehabilitation	9-L08-003	3,800	10/1/78 7/31/79	3,800 100%	0	0	0	0	U.S. Dept. of Labor thru Commission on Aging-17,235 To provide general medical examinations to those older Americans prior to parti- cipation in the Title IX program thru the Commission on Aging & being placed into gainful activity.	Approval	
30 Commission for the Blind	9-L24-003	150,000	10/1/78 9/30/79	150,000 100%	0	0	0	2	HEW - 13,625 To provide vocational rehabilitation services to social security disabled clients & enable their return to gainful employ- ment.	Approval	
31 Commission for the Blind	9-L24-004	130,000	10/1/78 9/30/79	130,000 100%	0	0	0	2	HEW - 13,807 To provide supplemental income to blind persons who are eligible in order to provide for a decent standard of living.	Approval	

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: December 18, 1978

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	
32 Commission for the Blind	9-L24-005	30,000	10/1/78 9/30/79	30,000 100%	0	0	0	2	HEW - 13,802 To replace part of the earnings lost because of blindness.	Approval	
33 Commission for the Blind	9-L24-006	2,204,204	10/1/78 9/30/79	1,800,025 82%	404,179 18%	0	0	84	HEW - 13,624 To provide vocational rehabilitation services to all eligible legally blind persons & elevate them to their maximum physical, psychological, economic, & vocational level.	Approval	
34 Department of Corrections	9-N04-022	134,545	2/1/79 1/31/80	121,091 90%	13,454 10%	0	1.5	0	LEAA thru Office of Crimina Justice Programs - 16.502 To provide for the training of local penal facility administrators & municipal & county officials in the implementation of the newly developed standards for local penal facilities.	Approval	
35 Youth Services	9-N12-010	2,414	1/1/79 12/31/79	2,414 100%	0	0	0	0	HEW thru the Dept. of Education - 13,570 To purchase additional library resources in order to expand & strengthen the benefits to the culturally & educationally deprived.	Approval	

DATE: December 18, 1978

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel New Cont.		Federal Agency/ CFDA/ Program Purpose	GCR Unit Recommendation B&C Board/ GCR Subcommittee Recommendation	Remarks
36 Youth Services	9-N12-011	159,167	1/1/79 12/31/79	84,489 53%	74,678 47%	0	0	7	HEW thru Dept. of Education 13.499 To provide specialized job entry skills which will enable the children to eventually find employment in the job market.	Approval	
37 Criminal Justice Academy	9-N20-007	16,853	1/1/79 3/30/79	16,853 100%	0	0	0	0	U.S. Dept. of Transportation thru Office of Hwy. Safety 20.600 To purchase instructional equipment for cardiopul- monary resuscitation (CPR).	Approval	
38 Commission of Forestry	9-P12-006	52,500	9/20/78 9/19/79	42,000 80%	10,500 20%	0	0	1	U.S. Forestry Service, Dept. of Agriculture-10.660 To initiate a project in Anderson County patterned after the model implemen- tation program involving the elimination of non- point source water pollu- tion, dredge & fill acti- vities & the rural clean water project.	Conditional Approval	Agency has applied for an indirect rate and the budget will be adjusted upon receipt of it.

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: December 18, 1978

DATE: December 18, 1978

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	
39 Highways & Public Transportation	9-U12-007	113,321	11/29/78 11/28/79	113,321 100%	0	0	0	0	Federal Highway Admin. 20.205 To expand & maintain the highway system within the national forests & the woods necessary for the protection & utilization of the forests.	Approval	An annual apportionment - 100% federal funds. No indirect on this project because HPT pays \$2.53 million annually to the General Fund for this purpose.
40 Highways & Public Transportation	9-U12-008	1,138,455	10/1/78 9/30/79	796,919 70%	341,536 30%	0	0	0	Federal Highway Admin. 20.205 To improve through re-surfacing, widening & extending roads in areas which have a certain economic growth based on factors provided by the federal government.	Approval	An annual federal apportionment requiring 30% state match which is provided by licenses gas tax, etc. No indirect on this project because HPT pays \$2.53 million annually to the General Fund for this purpose.
41 Highways & Public Transportation	9-U12-009	215,710	10/1/78 9/30/79	172,568 80%	0	43,142 20%	0	0	Federal Highway Admin. 20.205 To enable HPT to plan metropolitan arteries to decrease hazardous conditions & increase the flow of traffic.	Approval	An annual federal apportionment which requires a 20% match which is funded by the metro area. No indirect on this project because HPT pays \$2.53 million annually to the General Fund for this purpose.

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: December 18, 1978

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.			
42 Highways & Public Transportation	9-U12-010	10,475,498	10/1/78 9/30/79	7,856,624 75%	2,618,874 25%	0	0	0	Federal Highway Admin. 20.205 Expanding the rural secondary roads in S.C., increasing area development by the improvement of mobility.	Approval	An annual apportionment of federal funds which require a 25% state match which is provided by vehicle license fees, gas tax, etc. There is no indirect cost recovery indicated because HPT pays \$2.53 million annually to the General Fund for this purpose.
43 Highways & Public Transportation	9-U12-011	7,629,023	10/1/78 9/30/79	5,721,805 75%	1,907,218 25%	0	0	0	Federal Highway Admin. 20.205 To expand & maintain the highway system in the urban areas of the state.	Approval	An annual apportionment requiring 25% state matching funds which is provided thru licenses, gas tax, etc. No in- direct costs on this project because HPT pays \$2.53 million to the General Fund annually for this purpose.
44 Highways & Public Transportation	9-U12-012	24,516,528	10/1/78 9/30/79	18,387,396 75%	6,129,132 25%	0	0	0	Federal Highway Admin. 20.205 To maintain & expand the primary road system in S.C.	Approval	An annual apportionment requiring 25% state match which is provided thru licenses, gas tax, etc. No indirect costs on this project because HPT pays \$2.53 million to the General Fund annually for this purpose.

SUMMARY
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE: December 18, 1978

GCR Unit											
Recommendation											Remarks
B&C Board/ GCR Subcommittee Recommendation											
State Agency	State Identifier	Amount	Time Period	% of Fed. Funds	% of State Funds	% of Other Funds	Personnel		Federal Agency/ CFDA/ Program Purpose		
							New	Cont.			
45 Highways & Public Transportation	9-U12-013	44,050,142	10/1/79 9/30/80	39,645,128 90%	4,405,014 10%	0	0	0	Federal Highway Admin. 20.205 The further expansion of the interstate highway system in S.C.	Approval	An annual federal apportionment with 10% state match which comes from funds generated by vehicle licenses, gas tax, etc. There is no indirect cost recovery indicated because HPT pays \$2.53 million annually to the General Fund for this purpose.

SUMMARY--BUDGET AND CONTROL BOARD ACTION
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE OF ACTION	# OF PROJECTS	SOURCE OF FUNDING				INDIRECT COSTS	PERSONNEL	
		FEDERAL	STATE	OTHER	TOTAL		NEW	CONT.
August 1, 1978 Subcontracts	83	\$ 17,883,026	\$ 1,192,873	\$ 1,359,337	\$ 20,435,236	\$ 812,163	51.95/15.42T	182.16/11.32T
	18	-3,989,573			-3,989,573			
		\$ 13,893,453	\$ 1,192,873	\$ 1,359,337	\$ 16,445,663	\$ 812,163	51.95/15.42T	182.16/11.32T
August 17, 1978 Subcontracts	61	\$ 7,386,016	\$ 1,910,021	\$ 451,547	\$ 9,747,584	\$ 226,914	84.58/28T	35.4
	31	-5,792,899			-5,792,899			
		\$ 1,593,117	\$ 1,910,021	\$ 451,547	\$ 3,954,685	\$ 226,914	84.58/28T	35.4
September 13, 1978 Subcontracts	37	\$ 72,122,610	\$ 376,548	\$ 2,810,914	\$ 75,310,072	\$ 1,821,058	33.9/3.5T	1061.11
	11	- 821,981			- 821,981			
		\$ 71,300,629	\$ 376,548	\$ 2,810,914	\$ 74,488,091	\$ 1,821,058	33.9/3.5T	1061.11
September 13, 1978 Subcontracts	38	\$ 30,549,645	\$ 5,136,801	\$ 102,652	\$ 35,789,098	\$ 607,494	124.41/3T	479.61/8.4T
	10	-1,501,205			-1,501,205			
		\$ 29,048,440	\$ 5,136,801	\$ 102,652	\$ 34,287,893	\$ 607,494	124.41/3T	479.61/8.4T
October 4, 1978 Subcontracts	84	\$ 20,045,137	\$ 6,044,549	\$ 1,656,835	\$ 27,746,521	\$ 617,283	178.9/14.76T	701.29/25.9T
	37	-7,289,703			-7,289,703			
		\$ 12,755,434	\$ 6,044,549	\$ 1,656,835	\$ 20,456,818	\$ 617,283	178.9/14.76T	701.29/25.9T
October 31, 1978 Subcontracts	31	\$ 2,258,706	\$ 2,340,836	\$ 133,788	\$ 4,733,330	\$ 64,178	33.9/6T	45.5/1T
	14	- 483,952			- 483,952			
		\$ 1,774,754	\$ 2,340,836	\$ 133,788	\$ 4,249,378	\$ 64,178	33.9/6T	45.5/1T
October 31, 1978 Subcontracts	45	\$ 6,065,100	\$ 123,819	\$ 431,584	\$ 6,620,503	\$ 99,973	107.7/15T	65.35/9.25T
	15	-3,335,722			-3,335,722			
		\$ 2,729,378	\$ 123,819	\$ 431,584	\$ 3,284,781	\$ 99,973	107.7/15T	65.35/9.25T
November 10, 1978 Subcontracts	53	\$ 12,740,353	\$ 417,069	\$ 698,007	\$ 13,855,429	\$ 424,024	75.8/3.5T	359.75/3T
	22	-10,241,011			-10,241,011			
		\$ 2,499,342	\$ 417,069	\$ 698,007	\$ 3,614,418	\$ 424,024	75.8/3.5T	359.75/3T
November 20, 1978 Subcontracts	60	\$ 7,874,530	\$ 1,544,827	\$ 81,777	\$ 9,501,134	\$ 231,659	86.11/139.6T	102.15/16.75T
	19	- 909,716			- 909,716			
		\$ 6,964,814	\$ 1,544,827	\$ 81,777	\$ 8,591,418	\$ 231,659	86.11/139.6T	102.15/16.75T

SUMMARY--BUDGET AND CONTROL BOARD ACTION
FEDERAL GRANTS AND CONTRACTS REQUESTS

DATE OF ACTION	# OF PROJECTS	SOURCE OF FUNDING				INDIRECT COSTS	PERSONNEL	
		FEDERAL	STATE	OTHER	TOTAL		NEW	CONT.
December 13, 1978	66	\$ 23,375,877	\$ 3,869,475	\$ 12,297	\$ 27,257,649	\$ 345,974	27.2/7T	751.36/4T
Subcontracts	18	-12,770,130			-12,770,130			
		\$ 10,605,747	\$ 3,869,475	\$ 12,297	\$ 14,487,519	\$ 345,974	27.2/7T	751.36/4T
December 21, 1978	31	\$ 7,644,858	\$ 193,842	\$ 1,625,472	\$ 9,464,172	\$ 135,980	13.5/78.2T	37.5/12T
Subcontracts	8	- 342,060			- 342,060			
		\$ 7,302,798	\$ 193,842	\$ 1,625,472	\$ 9,122,112	\$ 135,980	13.5/78.2T	37.5/12T
Grand Total		\$160,467,906	\$23,150,660	\$ 9,364,210	\$192,982,776	\$ 5,386,700	817.95/318.98T	3821.18/91.62T

SUMMARY--BUDGET AND CONTROL BOARD ACTION
FEDERAL GRANTS AND CONTRACTS REQUESTS

AG. NO.	AGENCY	# OF PROJECTS	SOURCE OF FUNDING				INDIRECT COSTS	PERSONNEL	
			FEDERAL	STATE	OTHER	TOTAL		NEW	CONT.
A10	Special Services, both houses	1	3,000	1,000	-----	4,000	-----	--	--
A15	Legislative Council	1	18,837	4,075	-----	22,912	-----	--	1.25T
A20	Legislative Audit Council	2	41,052	-----	-----	41,052	-----	--	6
B04	Judicial Department	2	12,614	1,401	445	14,460	601	--	--
D15	Division of Administration	21	12,748,254	692,346	2,049,488	15,490,088	196,837	7	64.6
D25	Health & Social Development	2	476,892	90,224	103,546	670,662	17,492	--	12
D30	Div. of Economic Opportunity	1	18,775	-----	-----	18,775	-----	--	--
D35	Disaster Preparedness	5	962,626	211,567	-----	1,174,193	53,843	6	20
E20	Attorney General's Office	3	731,656	165,727	-----	897,383	34,485	6	36
E22	Commission of Appellate Defense	1	138,683	15,409	-----	154,092	7,338	5	--
E24	Adjutant General's Office	8	1,800,580	832,055	-----	2,632,635	-----	--	3
F07	Planning Div., B&C Board	1	106,560	53,440	-----	160,000	-----	--	5
F24	State Personnel Division	3	283,828	157,071	103,227	544,126	12,903	--	11
H03	Commission on Higher Education	1	175,000	94,231	-----	269,231	11,520	1	2
H09	The Citadel	1	5,000	-----	-----	5,000	-----	--	--
H12	Clemson University	20	809,851	111,251	20,222	941,324	166,437	15/17.18T	2.16
H15	College of Charleston	15	641,692	107,919	40,162	789,773	62,517	9.5/4.5T	19/20T
H18	Francis Marion College	3	21,804	-----	-----	21,804	1,610	2T	--
H21	Lander College	1	5,000	-----	-----	5,000	-----	--	--
H24	S.C. State College	12	762,502	49,262	-----	811,764	68,185	5.7/4.4T	14.2
H27	USC Main Campus	53	9,554,773	3,432,960	-----	12,987,733	337,730	52.2/24.5T	63.45/26.82T
H31	USC - Aiken	1	5,000	-----	-----	5,000	-----	--	--
H35	USC - Coastal Campus	1	5,000	-----	-----	5,000	-----	--	--
H39	USC - Spartanburg	5	169,261	1,240	1,760	172,261	12,890	4/4T	2
H43	USC - 2-Year Regional Campuses	8	120,954	-----	-----	120,954	9,697	2T	12/1T
H47	Winthrop College	20	650,680	41,273	32,526	724,479	43,007	11.08/9T	4.65/8.9T
H51	Medical University of S.C.	29	5,261,774	329,858	1,698,326	7,289,958	484,028	15.25/5T	174.02/1.9T
H55	Adv. Council, Voc. & Tech. Ed.	1	132,824	-----	-----	132,824	324	--	3
H59	Technical & Comprehensive Ed.	87	9,917,027	1,408,253	605,149	11,930,429	233,572	253.36/30.2T	335.5/.75T
H63	Department of Education	15	57,279,214	108,404	1,589,391	58,977,009	83,968	3.3/.5T	31.1
H67	Educational Television	16	2,257,262	41,397	543,594	2,842,253	5,335	4.4/3T	32
H71	Wil Lou Gray Opportunity School	5	311,322	-----	25,000	336,322	23,888	--	18
H75	School for the Deaf & Blind	16	1,042,255	50,425	9,200	1,101,880	39,987	32	50
H87	State Library	2	858,005	2,092,216	-----	2,950,221	13,465	--	3.5
H91	S.C. Arts Commission	4	151,525	20,802	11,562	183,889	5,497	9	8/3T

SUMMARY--BUDGET AND CONTROL BOARD ACTION
FEDERAL GRANTS AND CONTRACTS REQUESTS

AG. NO.	AGENCY	# OF PROJECTS	SOURCE OF FUNDING				INDIRECT COSTS	PERSONNEL	
			FEDERAL	STATE	OTHER	TOTAL		NEW	CONT.
J04	Health & Environmental Control	49	34,841,271	7,140,948	426,725	42,408,944	526,652	116.75	1134.74/16T
J12	Mental Health	3	200,000	76,241	-----	276,241	-----	--	7.5
J16	Mental Retardation	17	5,586,950	1,489,465	23,004	7,099,419	19,045	13/28T	142.5
J20	Alcohol & Drug Abuse	7	3,910,017	60,427	944,414	4,914,858	384,180	7/12T	2
L04	Department of Social Services	5	643,429	7,472	79,082	729,983	-----	59.5	--
L08	Vocational Rehabilitation	4	1,243,173	6,556	-----	1,249,729	92,648	5	59
L12	John de la Howe	4	238,822	-----	-----	238,822	1,420	--	10.4/1T
L16	Children's Foster Care Review	1	540	-----	-----	540	-----	--	1T
L24	Commission for the Blind	1	14,900	1,656	-----	16,556	-----	--	--
L28	Commission on Aging	7	6,079,153	600,644	759,213	7,439,010	19,530	--	29
L32	State Housing Authority	1	1,674,084	-----	-----	1,674,084	-----	--	7
L36	Human Affairs Commission	2	217,106	-----	-----	217,106	-----	6	--
N04	Department of Corrections	20	2,014,147	259,323	-----	2,273,470	176,965	30/2T	124
N08	Probation, Pardon & Parole	3	182,629	19,363	-----	201,992	8,365	13	--
N12	Department of Youth Services	7	148,311	3,894	-----	152,205	7,860	--	8
N16	Juvenile Placement & Aftercare	12	813,777	163,678	-----	977,455	54,082	49	6.75
N20	Law Enforcement Training Council	7	139,755	14,995	-----	154,750	-----	--	--
P04	Water Resources Commission	3	156,423	104,000	-----	260,423	27,223	2T	4/2T
P08	Land Resources	6	343,490	103,018	-----	446,508	5,799	--	2
P12	Commission of Forestry	5	136,200	5,289	50,200	191,689	-----	1.41	.11
P16	Department of Agriculture	2	42,180	33,741	-----	75,921	3,068	2	--
P24	Wildlife & Marine Resources	8	618,566	375,929	118,974	1,113,469	19,189	1.3	12
P25	Coastal Council	2	694,662	173,666	-----	868,328	24,471	--	24/8T
P28	Parks, Recreation & Tourism	9	1,065,713	925,216	-----	1,990,929	29,017	--	10
P36	Patriot's Point Development	1	454,750	175,000	-----	629,750	-----	--	--
P40	Clark Hill Authority of S.C.	1	15,000	5,000	-----	20,000	-----	1	--
R36	Department of Labor	3	1,575,736	1,095,733	-----	2,671,469	175,926	5	77
R48	ABC Commission	1	33,300	-----	-----	33,300	-----	1	2
R52	Ethics Commission	1	2,806	-----	-----	2,806	-----	1T	--
R60	Employment Security Commission	25	36,148,859	195,600	-----	36,344,459	1,884,104	65.2/167.7T	1209.7
U12	Highways & Public Transportation	5	1,229,027	-----	129,000	1,358,027	-----	2	17.3
	Subtotal	589	\$207,945,858	23,150,660	9,364,210	240,460,728	5,386,700	817.95/318.98T	3821.18/91.62T
	Subcontracts	203	47,477,952			47,477,952			
	TOTAL		\$160,467,906	23,150,660	9,364,210	\$192,982,776	5,386,700	817.95/318.98T	3821.18/91.62T

Sub contracts

AG. NO.	AGENCY	# OF PROJECTS	FEDERAL	SOURCE OF FUNDING	TOTAL
A10	Special Services, both houses	1	\$ 3,000		\$ 3,000
A20	Legislative Audit Council	2	41,052		41,052
B04	Judicial Department	1	12,089		12,089
D15	Division of Administration	6	379,092		379,092
D25	Health & Social Development	1	14,510		14,510
E20	Attorney General's Office	2	545,656		545,656
E22	Commission of Appellate Defense	1	138,683		138,683
E24	Adjutant General's Office	1	49,529		49,529
F07	Planning Div., B&C Board	1	106,560		106,560
F24	State Personnel Division	2	23,530		23,530
H12	Clemson University	2	178,319		178,319
H15	College of Charleston	4	157,482		157,482
H24	State College	1	101,797		101,797
H27	University of S.C.	2	44,155		44,155
H39	USC - Spartanburg	2	36,194		36,194
H43	USC - 2-Year Regional Campuses	1	61,573		61,573
H47	Winthrop College	4	89,435		89,435
H51	Medical University	2	43,893		43,893
H59	State Bd. for Tech. & Comp. Education	45	7,751,739		7,751,739
H63	Department of Education	5	2,571,801		2,571,801
H67	Educational Television	2	8,002		8,002
H71	Wil Lou Gray Opportunity School	3	279,656		279,656
H75	School for the Deaf and Blind	8	553,215		553,215
H91	S.C. Arts Commission	2	106,050		106,050
J04	Health & Environmental Control	13	2,279,606		2,279,606
J12	Dept. of Mental Health	1	22,000		22,000
J16	Mental Retardation	14	4,865,569		4,865,569
J20	Alcohol & Drug Abuse	3	1,543,221		1,543,221
L04	Department of Social Services	1	319,510		319,510
L08	Vocational Rehabilitation	3	1,184,173		1,184,173
L12	John de la Howe	3	183,822		183,822
L16	Children's Foster Care Review	1	540		540
L28	Commission on Aging	1	1,233,634		1,233,634
N04	Department of Corrections	17	1,267,147		1,267,147
N08	Probation, Pardon & Parole Board	3	182,629		182,629
N12	Department of Youth Services	5	111,343		111,343
N16	Juvenile Placement & Aftercare	12	813,777		813,777
N20	Law Enforcement Training Council	7	139,755		139,755

Subcontracts

AG. NO.	AGENCY	# OF PROJECTS	FEDERAL	SOURCE OF FUNDING	TOTAL
P04	Water Resources	1	18,303		18,303
P16	Dept. of Agriculture	1	8,437		8,437
P24	Wildlife & Marine Resources	1	24,940		24,940
P28	Parks, Recreation & Tourism	1	239,231		239,231
R48	ABC Commission	1	33,300		33,300
R60	Employment Security Commission	12	19,543,679		19,543,697
U12	Highways & Public Transportation	1	166,324		166,324
TOTAL		203	\$47,477,952		\$47,477,952

STATE BUDGET AND CONTROL BOARD

MEETING OF January 4, 1979

AGENDA ITEM NUMBER 6

EXHIBIT X
1/4/79
6

Agency: Finance Division (Computer Systems Management)

Subject: EDP Procurement Policy

CSM Director Burr proposes the establishment of ranges of costs within which the authority for approval is delegated as follows:

<u>Procurement Value</u>	<u>Approving Authority</u>
(1) Less than \$25,000	Director, CSM
(2) \$25,000 and over but less than \$50,000	State Auditor
(3) \$50,000 and over but less than \$100,000	Executive Director
(4) \$100,000 and over	Budget and Control Board

See attachment for further details on recent experience.

Board Action Requested:

Consider

Staff Comment:

Attachments:

Burr 12/15/78 memo to State Auditor



CHARLES H. BURR
DIRECTOR

STATE OF SOUTH CAROLINA
DIVISION OF COMPUTER SYSTEMS MANAGEMENT
STATE BUDGET AND CONTROL BOARD

P. O. BOX 11488
COLUMBIA, S. C. 29211

TELEPHONE
(803) 758-3578

MEMORANDUM

THRU: State Auditor
TO: Executive Director, State Budget and Control Board
DATE: December 15, 1978
SUBJECT: Policy for Approval Authority for EDP Procurements

During the past eleven (11) months of Calendar Year 1978, this Division has completed procurement action on 138 agency requests. Total dollar value of these requests is \$6,852,337. Categorically, the numbers and amounts were as follows:

	<u>Category</u>	<u>Number of Requests</u>	<u>Total Amount</u>
(1)	Less than \$25,000 each	106	\$ 649,867
(2)	More than \$25,000 but less than \$50,000 each	18	692,840
(3)	More than \$50,000 but less than \$100,000 each	7	535,828
(4)	\$100,000 or more	7	4,973,802

The above does not necessarily indicate dollars actually paid this year, since 4.8 million of the above was procured on a lease-purchase arrangement. Neither does it include a total annual maintenance cost in excess of \$391,956.00. Also, this Division is currently processing an additional forty (40) requests which will result in procurement in the near future.

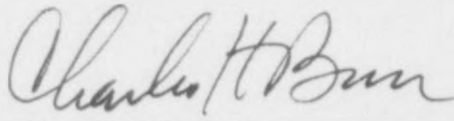
At present, there is no clearly defined policy governing which procurements should be handled at our Division level and which should be referred to the Board. And, in the absence of such policy, we have generally based our decision to go before the Board, upon (1) the magnitude of the cost involved and, (2) the probability of controversy arising out of the award.

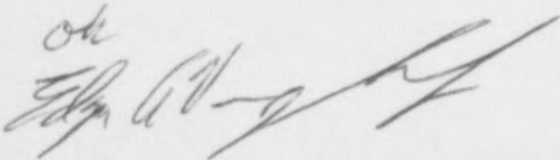
In the future, it will, of course, remain necessary to advise the Board on controversial issues, but in the matter of cost magnitude, it is felt that some definite policy statement regarding Board referral would prove beneficial to this Division and to the Board.

It is therefore proposed that the Board establish a range of costs within which the authority for approval will be delegated either to the Division of Computer Systems Management, the State Auditor, and the Executive Director of the Board, or will remain with the Board.

The recommended approval ranges are:

<u>Procurement Value</u>	<u>Approving Authority</u>
(1) Less than \$25,000	Director, CSM
(2) \$25,000 but less than \$50,000	State Auditor
(3) \$50,000 but less than \$100,000	Executive Director
(4) \$100,000 and over	State Budget and Control Board


Charles H. Burr
Director

ok


STATE BUDGET AND CONTROL BOARD

MEETING OF January 4, 1979

AGENDA ITEM NUMBER 7

EXHIBIT XI
1/4/79
7

Agency: Finance Division (Computer Systems Management)

Subject: Authorization to Approve/Disapprove Conversion from Lease to Purchase of Installed Data Processing Equipment

CSM Division Director Burr advises that about 20 times each year his Division is asked to authorize agencies to purchase data processing equipment being rented. He cites several reasons considered to be valid bases for concurring in such actions along with constraints to be considered (please refer to attachments).

Mr. Burr expresses the view that his Division presently lacks written authority to either approve or disapprove such requests.

Board Action Requested:

Consider delegating to the Finance Division (Computer Systems Management) authority to approve/disapprove the conversion from lease to purchase of all data processing equipment.

Staff Comment:

Attachments:

Burr 12/3/78 memo to Putnam



CHARLES H. BURR
DIRECTOR

STATE OF SOUTH CAROLINA
DIVISION OF COMPUTER SYSTEMS MANAGEMENT
STATE BUDGET AND CONTROL BOARD
P. O. BOX 11488
COLUMBIA, S. C. 29211

TELEPHONE
(803) 786-3578

MEMORANDUM

THRU: S. C. State Auditor
TO: Executive Director, State Budget and Control Board
DATE: December 13, 1978
SUBJECT: Authority to Approve the Purchase of Installed Data Processing Equipment

Approximately twenty (20) times a year, this Division receives requests from various Agencies to purchase equipment which they currently rent. In such cases, the equipment in question has generally been acquired through a competitive procurement.

One or more of the following reasons is usually given to support the request to purchase the leased equipment:

- 1) Lease rates are so high that the payback or breakeven point is less than thirty-six (36) months, and the agency has definite plans to retain the equipment for that long.
- 2) The vendor has credited fifty percent (50%) of each rental payment toward the purchase price, and the unit can be bought at the time of the request, for about half the price of a new one.
- 3) Federal funds (or other funds) are available on a one time basis, and the use of them to purchase the unit would reduce budget requirements for future years rental payments. This occurs frequently in the Universities and Tech schools.

This office considers the above reasons valid unless one of the following constraints exist:

- (1) The equipment is considered obsolete technologically and has little residual value.
- (2) Purchase of the equipment would adversely impact the competitive procurement for other equipment for the agency.

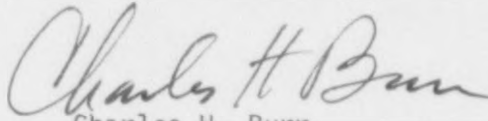
MEMORANDUM

December 13, 1978

Page Two

Present practice is for this office to inform the Agency of our concurrence (no objection) or non-concurrence. We feel that we presently lack written authority to either approve or disapprove the request.

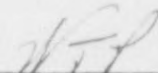
Based on the foregoing, we are requesting that the Board consider officially authorizing the Division of Computer Systems Management to approve, or disapprove, the conversion from lease to purchase of all installed EDP equipment.


Charles H. Burr
Director

AUDITOR: Approved: 

Disapproved: _____

EXECUTIVE
DIRECTOR:

Approved: 

Disapproved: _____

STATE BUDGET AND CONTROL BOARD

MEETING OF January 4, 1979

AGENDA ITEM NUMBER

EXHIBIT XII
8/14/79

Agency: Office of Executive Director

Subject: Fiscal Accountability Act Reporting Procedure

A procedure designed to insure compliance with the reporting requirements of the referenced Act, eliminate duplication of audit efforts and increase the exchange of information between Budget and Control Board Divisions and the Legislative Audit Council has been developed. The proposed procedure is the joint product of the Finance Division Audit Section, General Services, the Legislative Audit Council and the Executive Director's Office.

Board Action Requested:

Approve

Staff Comment:

Attachments:

Brophy 11/29/78 memorandum to Putnam plus attachments

MEMORANDUM FOR: W. T. Putnam

SUBJECT: Fiscal Accountability Act Report

Staff Member Assigned This

Action: E. P. Brophy (45-78)

DATE DUE:

Telephone Number: 3106

Governor: _____

Date Action Assigned: 09/18/78

Budget & Control Board: _____

B&C Executive Director

Legislative Member: _____

Suspense: _____

(Other) _____

☐

Information

☒

Approval

☐

Signature

☐

Initials

Division/Office Chief Special Projects

Director _____

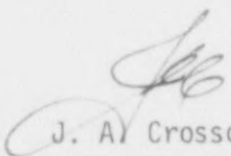
Date out of Division/Office 12/20/78

Date out of Directorate _____

REMARKS:

COMMENT 1: (1)

Division of General Services has offered a viable procedural proposal to the Fiscal Accountability Act Report acceptable to Legislative Audit Council; Audit Section, Finance Division; and OED staff. Proposal is attached as Budget and Control Board instructions to General Services for implementation. Suggested letter to all agency chiefs is attached to disseminate information on procedure upon approval of Budget and Control Board as well as a forwarding letter to Mr. McEachern, Director, Division of General Services (Tab D).


J. A. Crossscope, Jr.

See mits in Tabs B + D. Plan to prepare 1/4/79 agenda on 12/28/78. WAMcJuni

STAFF COORDINATION: (2)

B&C Agenda Summary: Proposed - X

Governor's Office Fact Sheet: _____

Agency Correspondence: X

Policy/Procedure: X

Other: _____

ACTION TAKEN

Dep. Ex. Dir. _____ Ex. Dir. _____

Concur _____

Approved _____

Noted 12/20 WAM _____

Other _____

NOTE: (1) Dialog may continue with further comments (2, 3, etc.) on plain bond paper.
(2) Show here internal/external coordination with other offices and agencies.

MEMORANDUM

TO: Mr. W. T. Putnam, Executive Director *WTP*
State Budget and Control Board

THROUGH: George L. Schroeder, Executive Director *12/14/78*
Legislative Audit Council

THROUGH: Edgar A. Vaughn, Jr., State Auditor *12/12/78*
Finance Division, State Budget and Control Board

THROUGH: Furman E. McEachern, Division Director *F. E. McEachern*
Division of General Services

THROUGH: J. A. Crossscope, Jr. *JAC*

FROM: E. P. Brophy *EPB*

DATE: November 29, 1978

SUBJECT: Letter dated June 22, 1978, to W. T. Putnam; Legislative Audit Council proposal to General Services as pertains to a regular formalized reporting procedure to the Fiscal Accountability Act 561 (Tab A)

1. On September 25, 1978, a meeting was scheduled for the following personnel: David Smith, Audit Section, Finance Division, Budget and Control Board; James H. Barnes, General Services Division, Budget and Control Board; Larry Hamilton, Legislative Audit Council; and chaired by Jack Crossscope, Office of Executive Director, Budget and Control Board. Other participants were Virgil Carlson and Paul Manly, General Services Division, and Edward Brophy, Office of Executive Director, Budget and Control Board.

The discussion centered on the problems of the agencies in response to the requirements of the Fiscal Accountability Act and addressed the resolution to those problems in a joint, contributory manner by all participants. All agreed that the initial step should be in the form of a full procedural proposal from General Services, based upon resources available, with the Audit Section, Finance Division, Budget and Control Board, and Legislative Audit Council providing comment to promote consensus. The meeting ended with an agreement to meet again on October 18, 1978, to discuss General Services' full proposal.

2. General Services presented the proposal at Tab B and the consensus of the participants was that the proposal as presented would provide the desired oversight to insure compliance with the reporting requirements of the Fiscal Accountability Act 561, eliminate duplication of audit efforts, and increase the exchange of information between the Divisions of the Budget and Control Board and the Legislative Audit Council. Procedures are to be developed by the Audit Section, Finance Division, Budget and Control Board to effect this information exchange and the channeling of reports to the Legislative Audit Council.

Mr. W. T. Putnam
Page 2
November 29, 1978

3. Space is hereby provided for action by the following:

- | | Please Check One | |
|---|------------------|-----------------------|
| | <u>Concur</u> | <u>Non-concur</u> |
| a. Legislative Audit Council | (X) | () |
| Signature: <u>George L. Schrader</u> | | Date: <u>12/19/78</u> |
| b. Finance Division, Budget and Control Board | (X) | () |
| Signature: <u>[Signature]</u> | | Date: <u>12/12/78</u> |
| c. General Services Division, Budget and Control Board | (✓) | () |
| Signature: <u>[Signature]</u> | | Date: <u>12/12/78</u> |
| d. It is requested that any non-concurrence to the proposal contained herein be accompanied by a memorandum to the Office of Executive Director, Budget and Control Board, explaining the reason for the non-concurrence. | | |

4. Correspondence and memorandum pertaining to this subject are in chronological order and compiled as Tab C.

EPB:dw

Enclosures



LEGISLATIVE AUDIT COUNCIL

STATE OF SOUTH CAROLINA

500 BANKERS TRUST TOWER
COLUMBIA, SOUTH CAROLINA 29201

TELEPHONE:
803-758-5322

June 22, 1978

PUBLIC MEMBERS

Robert S. Small, Jr.
Chairman
Carl B. Harper, Jr.
F. Hall Yarborough

MEMORANDUM

TO: Mr. William T. Putnam, State Auditor
FROM: George L. Schroeder, Executive Director
SUBJECT: Draft Proposal

EX-OFFICIO MEMBERS SENATE

W. Brantley Harvey, Jr.
Lt. Governor
Pres. - Senate
L. Marion Gressette
Pres. Pro Tempore
Chm. - Judiciary Comm.
Rembert C. Dennis
Chm. - Finance Comm.

Enclosed is an information copy of a proposal we made to General Services last December.

We would appreciate your review and your comments regarding the concept. Although we understand the Division of General Services has been discussing the idea, they have not yet proposed anything specific.

Because audit of purchasing can become very time-consuming for small staffs, it seems that this is an excellent area to coordinate "target areas" so as to avoid unnecessary duplication in audit efforts.

HOUSE

Rex L. Carter
Speaker of House
Tom G. Mangum
Chm. - Ways & Means Comm.
Robert L. McFadden
Chm. - Judiciary Comm.

Thank you for your cooperation.

GLS/ss1

Enclosure

cc: Dave Smith

George L. Schroeder
Executive Director
Albert M. Gross
Deputy Director

ENCL III²

MEMORANDUM

TO: Furman McEachern, Division of General Services
FROM: Legislative Audit Council
SUBJECT: Draft for Review and Comment

The Legislative Audit Council is aware that the staff of Central State Purchasing is in a position to observe violations of the commodity purchases reporting requirements of the Fiscal Accountability Act and violations of the State's established purchasing policies and procedures. CSP also has the necessary technical expertise and day-to-day familiarity with the purchasing practices of State agencies to recognize problems in reporting which are procedural in nature and do not constitute "willful failure to comply" with mandated reporting requirements.

The Legislative Audit Council recognizes that CSP should not be responsible for auditing these activities nor is it appropriate for CSP to become immersed in debates with agencies over possible statutory violations. However, the Legislative Audit Council feels that the Division of General Services could easily establish a regular formalized procedure (~~proposed~~ using a standardized form) for notifying the State Auditor's Office and the Legislative Audit Council of questionable practices or apparent violations of proper purchasing practices or of established reporting requirements. Such a procedure, if properly managed, could significantly improve the level of accountability in the purchasing area, economically establish a useful audit aid, and assist in identifying ways in which the State may improve the efficiency and effectiveness of its commodity purchasing activity.

Furman McEachern
Page Two
December 15, 1977

The Audit Council requests that the Division review this concept and prepare a draft proposal for such a reporting procedure. The proposal should clearly define what the Division feels are the limits to its authority and capabilities in this area. The proposal should also indicate in general what types of problems the Division feels should be reported.

We are looking forward to your response.

/rt

State of South Carolina
State Budget and Control Board

JAMES B. EDWARDS, 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

BUDGET AND CONTROL BOARD INSTRUCTIONS

November , 1978

State of South Carolina
Fiscal Accountability Act 561
Central State Purchasing Review Procedures

Act \$641-H3270 (approved May 4, 1976) and an amendment Act R165-H2936 (approved May 17, 1977), section 5, requires that all agencies, departments and institutions of State Government, excluding those included within the Legislative Department of Government and the Office of the Governor, that are funded in whole or in part by funds appropriated by the General Assembly and including State, Federal and other agency revenues, shall furnish to the Division of General Services a statement of all commodity purchases which were not purchased through the Division. Such statements shall be prepared in the commodity code structure, identifying classes and subclasses of commodities (at least 5 digits) and furnished to the Division of General Services no later than 15 days following the close of each quarter for purchases within that quarter.

In order to provide the desired oversight and promote efficient compliance with the legislation, the Budget and Control Board hereby provides instructions to the Division of General Services.

The Division of General Services shall review quarterly purchasing activity reports submitted in compliance with this Act. A written report of any alleged violations and proposed corrective action will be given to the appropriate agency officials and the State Auditor. Appropriate review will be performed by the Division of General Services the following quarter to determine that violations have been corrected. Violations not corrected within a reasonable period of time will be reported to the Budget and Control Board, the Agency Director, and the State Auditor.

Areas of Review: The Division of General Services will, as a minimum, within their review procedures, address the following areas:

Agency:

1. Term contract violations. (Agencies buying on the open market those commodities that are already on term contract.)
2. Purchases over \$1,500.00. (Agencies buying single or a group of related items over \$1,500.00 without going through Central State Purchasing for competitive bidding.)
3. Failure to report all direct purchases.
4. Failure to identify term contract purchases.
5. Routinely using 99 subclass and/or other improper coding.
6. Reporting at the time of payment or receipt of goods instead of date purchased.
7. Improperly coding and combining different types of commodities under one class and subclass on same purchase order.

DIVISION OF GENERAL SERVICES

BUDGET AND CONTROL BOARD

300 GERVAIS STREET, COLUMBIA, S. C. 29201

July 5, 1978

FURMAN E. MEEACHERN, JR.
DIVISION DIRECTOR
803/758-2226



MEMORANDUM

TO: Mr. George L. Schroeder, Executive Director
Legislative Audit Council

FROM: Furman E. McEachern, Jr., Director
Division of General Services

This is in reply to your memorandum pertaining to Central State Purchasing's observation of suspected violations of the purchases reporting requirements of the Fiscal Accountability Act and violations of the State's established Purchasing Policies and Procedures.

The method that we prefer would be for Central State Purchasing to review the Commodity Purchases Reports and to contact the individual agency in case of questionable practices. Any agency that failed to comply with statutory requirements after a conference with our staff would be reported to the State Budget and Control Board. A copy of the report would be sent to the Legislative Audit Council. We feel this method places Central State Purchasing more in service and counseling than in an auditing position.

FEMjr:lg

References should be
to
Act 561 of 1976, as
amended.

The McEachern draft
doesn't sound like WTP.

WAM



TO: Mr. Furman E. McEachern, Jr., Division Director
Division of General Services

DATE:

SUBJECT: Procedural Instructions from the Budget and Control Board to
the Division of General Services in reference to the State
Fiscal Accountability Act 561

The Budget and Control Board approved the attached instructions on _____, 1978. This office has mailed a copy of the instructions to the heads of all State agencies. A copy of the correspondence to each agency head is also enclosed.

The facility with which this procedural proposal was coordinated is a credit to the professionalism injected into the proposal by your staff in the Central State Purchasing Office.

Sincerely,

William T. Putnam
Executive Director

TO: Heads of all State Agencies

SUBJECT: Reporting Requirements of the State Fiscal Accountability Act 561.

The Budget and Control Board at its meeting of _____, 1978 approved the attached instructions for the Division of General Services regarding oversight to the reporting requirements of the Fiscal Accountability Act 561 and also to improve the detail of this requirement for the Legislative Audit Council. It is recommended that you review the instructions with your purchasing officer to determine if an adjustment by your agency in this function is indicated.

Your agency should inform the Division of General Services of difficulties your agency may encounter in complying, so as to resolve problems expeditiously. As we are all aware, the legislative intent of this Act is to encourage efficient Statewide purchasing procedures by all State agencies and the Board solicits your active cooperation in this area.

Sincerely,

William T. Putnam
Executive Director

J-78
010-BCB

[No. 560

No. 561]

OF SOUTH CAROLINA
GENERAL AND PERMANENT LAWS—1976

1553

eticable but in no
venty-eight weeks

subsection shall bar
fund."

Section 72-180 of
bearing Ratification
and third para-

strued to prohibit

from an accident
bility still continues
employer shall pay or
visions of the other
ded in this chapter,
dent upon his earn-
weekly payment equal
age weekly wages,
more than the aver-
g fiscal year, for a
e injury, and burial
the employee leaves
hings for support at
o be paid shall equal
the benefit of persons
the employee to such
s of the deceased at
ave been made to an
sation to dependents
yments but shall not
e date of the injury.
sidents (or about to
Canada shall be the
cept that dependents
surviving spouse and
spouse or child, to a
has supported, either

wholly or in part, for a period of three years prior to the date of the injury, and except that the Commission may, at its option, or upon the application of the insurance carrier, commute all future installments of compensation to be paid to such aliens by paying or causing to be paid to them one-half of the commuted amount of such future installments of compensation as determined by the Commission.

The provisions of this section shall not be construed to prohibit lump sum payments to surviving spouses. Provisions for lump sum settlement may be retroactive.

Notwithstanding any other provision of this title, a dependent child enrolled as a full-time student in an accredited educational institution shall continue to receive benefits in accordance with this section until the age of twenty-three years, subject to the five hundred week limitation. Any dependent child mentally or physically incapable of self-support shall be paid benefits for the full five hundred week period regardless of age.

In cases where benefits are payable to a surviving spouse and dependent children the surviving spouse shall receive not less than one-third of the benefits paid if there are two or more children."

SECTION 3. Time effective.—This act shall take effect upon approval by the Governor.

Approved the 4th day of May, 1976.

(R641, H3270)

No. 561

An Act To Provide Procedures For The Collection Of Information For Use By The General Assembly Concerning Expenditures Of State Appropriated Funds, Personnel Data And Related Matters From State Agencies, Departments And Institutions; And Provide Penalties For Violations.

Be it enacted by the General Assembly of the State of South Carolina:

SECTION 1. Findings.—The General Assembly finds that additional current information concerning the organization, operation and expenditures of agencies, departments and institutions of State government is necessary to enable members of the General Assembly

ENCL I

to fulfill their responsibilities as legislators in the appropriation of tax monies and in the general overview and monitoring of the activities of State government. It is the purpose of this act to provide for the collection of this necessary information in a central location and in a usable form.

SECTION 2. Definitions.—As used in this act:

(1) "Agencies, departments and institutions of State government" means all such agencies, departments and institutions funded in whole or in part by funds appropriated by the General Assembly excluding those included within the legislative department of government and the office of the Governor; *provided*, however, that the term shall include the Governor's Office of Administration;

(2) "As modified for the purposes of this act" as used in reference to item (5) of this section means that the reporting format, physically divided by agencies, shall use the names of agencies and vendors instead of code numbers and that unit commodity purchases under two hundred dollars shall be listed in the aggregate by category;

(3) "Authorized positions" means all employment positions funded in the current State General Appropriation Act and any other positions created to be occupied by any person reporting directly or indirectly to any persons compensated in whole or in part by funds appropriated by the General Assembly;

(4) "Chief executive authority" means agency or department heads, commission or board chairmen, institution directors or presidents or other persons in charge of the entity concerned;

(5) "Commodity code structure and report format" means the system of identifying classes and subclasses of commodities and the reporting of purchases according to commodities, agencies and vendors;

(6) "Compensation" means total salary from all public sources;

(7) "Contractual services" means all expenditures for services other than by officials and employees of the State as further defined by the code of the Comptroller General as category 0200;

(8) "Contributions and other fixed charges" means all expenditures for fixed charges, gifts and contributions made by the State as further defined by the code of the Comptroller General as category 0400;

(9) "Existing contracts" means only construction contracts for capital improvements including repairs and renovations which have

been funded but not covered by road and bridge contracts.

(10) "Personnel granted" means personnel granted by the State Personnel Commission.

SECTION 3. Reports. Reports shall be submitted by the end of the second quarter of the fiscal year thereafter, all agencies, departments and institutions of government shall report to the General Assembly the information required by section 4 of this act. Reports shall be submitted no later than thirty days following the end of the reporting period. The reporting authority of the agency shall certify the correctness of the report in good faith and belief. Reports shall be submitted in addition to and not in lieu of the reports required by law.

The Legislative Auditor shall annually make recommendations for the elimination of reports which constitute an unnecessary burden to be furnished pursuant to this act.

SECTION 4. Information required. Information required by this act shall be submitted by the end of the last period of the reporting period.

(1) A statement of expenditures for transportation, mileage, and other expenses for the quarter and the persons receiving such expenses.

(2) A statement of capital improvements and the persons receiving such improvements.

(3) A statement of fixed charges, and contributions and other fixed charges.

SECTION 5. Statements. Agencies, departments and institutions of State government shall, by the second quarter of fiscal year, furnish to the Division of Control Board, not later than the second quarter, a statement of commodities which were purchased. Statements shall be prepared by the end of the second quarter of the fiscal year.

been funded but not completed; *provided*, however, that highway, road and bridge contracts are excluded from this definition;

(10) "Personnel grade" means the level of employment established by the State Personnel Division.

SECTION 3. Reports required of state agencies.—Beginning with the second quarter of the fiscal year 1976-77 and for each quarter thereafter, all agencies, departments and institutions of State government shall report to the Legislative Audit Council of the General Assembly the information required under the provisions of Section 4 of this act. Reports shall be filed with the council not later than thirty days following the end of each quarter. The chief executive authority of the agency, department or institution concerned shall certify the correctness of each report to the best of his knowledge and belief. Reports required pursuant to this act shall be in addition to and not in lieu of other reporting required by law.

The Legislative Audit Council, after the initial filings, shall annually make recommendations to the General Assembly concerning the elimination of reporting requirements provided for in existing law which constitute unnecessary duplication of information required to be furnished pursuant to this act.

SECTION 4. Information required.—The quarterly reports required by this act shall include the following information current to the end of the last preceding quarter:

(1) A statement of expenditures for air travel and other public transportation, mileage, per diem and subsistence in the previous quarter and the persons to whom such expenditures were paid.

(2) A statement of all existing contracts for permanent or capital improvements and the status of the work pursuant to such contracts.

(3) A statement of expenditures for rent, contributions and other fixed charges, and contractual services, if any.

SECTION 5. Statements required.—All agencies, departments and institutions of State government shall, beginning with the second quarter of fiscal year 1976-77 and for each quarter thereafter, furnish to the Division of General Services of the Budget and Control Board, not later than fifteen days following the close of each quarter, a statement of all expenditures within such quarter for commodities which were not purchased through the Division. Such statements shall be prepared in the commodity code structure and

report format established by the Division for reporting commodities purchased through the Division's central purchasing system: *provided*, however, that the initial statement required by this paragraph shall be filed on or before January 15, 1977.

Based on the statements furnished to it and upon its established commodity code structure and report format of purchases made through the Division, as modified for the purposes of this act, the Division shall furnish to the Legislative Audit Council on the schedule of reporting prescribed in Section 3 a report of all expenditures for commodities by all agencies, departments and institutions of State government. Expenditures for units under two hundred dollars shall be reported in the aggregate and units in excess of two hundred dollars shall be itemized. Division reports shall be in the form of computer printouts utilizing the Division commodity code structure and report format used for reporting purchases made by agencies through Division purchasing facilities, as modified for the purposes of this act.

SECTION 6. Notification of inability to comply.—Any agency, department or institution unable to fully comply with the commodity purchase reporting requirements prescribed in Section 5 without incurring substantial expense for the employment of additional personnel shall, not later than forty-five days after the effective date of this act, notify the Legislative Audit Council and the Division of General Services of such inability to comply.

Upon such notification the Division of General Services shall schedule a date on which the Division shall assume the commodity purchasing function of all such agencies, departments and institutions unable to comply as required in Section 5.

The commodity purchasing function shall be assumed by the Division for each agency, department or institution at ninety day intervals beginning July 15, 1976, in the following order:

- (a) Highway Department
- (b) Department of Mental Retardation
- (c) Department of Mental Health
- (d) University of South Carolina
- (e) Department of Education
- (f) Department of Social Services
- (g) Winthrop College
- (h) Department of Health and Environmental Control

- (i) Clemson University
- (j) Medical University of South Carolina
- (k) Department of Transportation
- (l) All other agencies

Provided, however, that the agencies listed above do not incur substantial expense of their inability to comply with the commodity purchasing function of the Division of General Services, as required by this act.

SECTION 7. Personnel Division.—The Personnel Division shall, for each quarter a personnel report in a form prescribed by the Division, the personnel division as to whether such report is required.

Based on such charts the Division shall furnish to the Legislative Audit Council for each such agency, department or institution the Division and Audit Council.

The charts prepared by the Division shall be submitted to the Legislative Audit Council not later than January 15, 1977.

SECTION 8. Agencies of the State.—The agencies of the State shall, for each quarter a personnel report in a form prescribed by the Division, the personnel division as to whether such report is required. Any document required by the Division pursuant to Section 5 shall be submitted to the Division to comply with the reporting requirements of this act. Any document required by the Division pursuant to Section 5 shall be submitted to the Division to comply with the reporting requirements of this act.

SECTION 9. Information Assembly.—The information assembly shall be deemed "public information" under the Freedom of Information Act of 1972. The information assembly shall be deemed "public information" under the Freedom of Information Act of 1972.

- (i) Clemson University
- (j) Medical University of South Carolina
- (k) Department of Corrections
- (l) All other agencies, departments and institutions

Provided, however, that if any of the agencies, departments or institutions listed above do not notify the Audit Council and the Division of their inability to comply, compliance with Section 5 shall be presumed and the schedule by which the Division assumes the commodity purchasing function shall be modified by the deletion of all complying agencies, departments or institutions listed therein.

SECTION 7. Personnel chart required.—All agencies, departments and institutions of State government shall furnish to the State Personnel Division not later than fifteen days following the close of each quarter a personnel organization chart current for such quarter in a form prescribed by the Division showing all authorized positions, the personnel grade and compensation of each and an indication as to whether such positions are filled or vacant.

Based on such chart information, the State Personnel Division shall furnish to the Legislative Audit Council organizational charts for each such agency, department and institution in such form as the Division and Audit Council shall determine.

The charts prepared by the Division shall be furnished to the Council not later than thirty days following the end of each quarter except that the initial filing shall be furnished not later than January 15, 1977.

SECTION 8. Agencies to cooperate—penalties.—All service agencies of the State shall cooperate with individual agencies, departments and institutions of State government in the implementation of this act. Any person who falsifies any report, statement or document required under this act shall be subject to punishment pursuant to Section 16-203 of the 1962 Code. Wilfull failure to comply with the reporting requirements of this act shall be deemed misfeasance in office and subject the chief executive authority of the offending agency, department or institution to the penalties therefor.

SECTION 9. Information to be public records.—All reports and information assembled pursuant to the provisions of this act shall be deemed "public records" as defined in the Freedom of Information Act of 1972. The Legislative Audit Council shall furnish copies

of such information to each member and each standing committee of the General Assembly, the office of the Governor, the State Auditor, the Comptroller General, the State Treasurer, the State Personnel Division, the Division of General Services, the office of the House Research and Personnel, the South Carolina State Library, the Legislative Council and to others as the General Assembly may request.

SECTION 10. Exceptions for law enforcement agencies.—The provisions of this act shall not be construed to require any law enforcement agency to report in detail expenditures which would jeopardize the necessary confidentiality of its operations, but all such agencies shall report the total amount of funds expended for payments to informants and for purchases of illegal substances in connection with criminal investigations.

SECTION 11. Agencies to assume costs.—Each agency, department or institution required to report under this Act shall assume the cost thereof from the appropriation allocated to it each fiscal year.

SECTION 12. Time effective.—This act shall take effect upon approval by the Governor.

Approved the 4th day of May, 1976.

(R642, H2758)

No. 562

An Act To Amend Section 46-61, Code Of Laws Of South Carolina, 1962, As Amended, Relating To Free Registration For Certain Motor Vehicles Of Disabled Veterans, So As To Extend Such Benefits To South Carolina Veterans Classified As Totally And Permanently Disabled Due To Service-Connected Disabilities.

Be it enacted by the General Assembly of the State of South Carolina:

SECTION 1. Disabled veterans—free registration for motor vehicles.—Section 46-61 of the 1962 Code, as last amended by Section 17 of Part III of Act No. 1263 of 1968, is further amended by adding between "thereof" and "may" on line five "or any South Carolina veteran classified as totally and permanently disabled due to service-connected disabilities as determined from medical records

on file with the Veterans Affairs Department shall read as follows:

"Section 46-61. Any person who is entitled to compensation for the loss of arms, or the permanent loss of limbs, as to constitute virtual total disability, shall be entitled to a monthly statutory award of compensation if a veteran classified as totally and permanently disabled due to service-connected disabilities as determined from medical records with the veterans administration and license of his person. The award shall be three-quarter ton to the value of the property application with the usual value of similar type. The Department shall receive the receipt of such application and may be required."

SECTION 2. Time effective.—This act shall take effect upon approval by the Governor.

Approved the 4th day of May, 1976.

(R643, H3283)

An Act To Provide For The Suspension Of The License Of A Person Who Has Been Suspended By Another State For Driving A Motor Vehicle In This State After The License Of Another State Has Expired.

Be it enacted by the General Assembly of the State of South Carolina:

SECTION 1. Suspension of license.—Notwithstanding any provision of the 1962 Code, any person who is licensed to drive a motor vehicle by the State Highway Department of another state and has obtained a license in this state may lawfully operate a motor vehicle in this state after the expiration of the period of time for which the license was suspended.

of funds expended
f illegal substances

stitution required to
f from the appro-

approval by the

(R165, H2936)

An Act To Amend Act 561 Of 1976, Relating To Procedures For The Collection Of Information For Use By The General Assembly Concerning The Expenditures Of State Appropriated Funds, So As To Include Within The Provisions Of The Act The Expenditures Of Federal Funds And Funds From Other Sources; To Change Certain Agency Reporting Dates; And To Limit The Requirement For Filing Personnel Organization Charts To The End Of The Second Quarter In Even-Numbered Years.

Be it enacted by the General Assembly of the State of South Carolina:

Reporting of federal funds

SECTION 1. Section 1 of Act 561 of 1976 is amended by adding at the end:

"Further, it is the intent of the General Assembly that all funds, including state, federal and other agency revenues, and also including any financial transactions covered by the budget code of the Comptroller General's office, be included in the reporting requirements of this act. (To further comply with federal requirements and increase the oversight abilities of the General Assembly, the Legislative Audit Council shall ensure that an appropriate amount is budgeted for audit purposes in all federal programs administered by state agencies and shall designate and assign audit responsibility in accordance with state and federal laws and regulations, and the intent of the General Assembly as stated herein.)"

Quarterly reports

SECTION 2. The first paragraph of Section 3 of Act 561 of 1976 is amended to read:

"Beginning with the first quarter of the fiscal year 1977-78 and for each quarter thereafter, all agencies, departments and institutions of state government shall report to the Legislative Audit Council of the General Assembly the information required under the provisions of Section 4 of this act; *provided*, however, that this information may be reported to the Audit Council through the Comptroller General. Reports shall be filed with the council not later than thirty days following the end of each quarter. The final reporting date for each fiscal year shall be September thirtieth of the following fiscal year. The chief executive authority of the agency, department or institution concerned shall certify the correctness of each report to the best of his knowledge and belief. Reports required pursuant to this act shall be in addition to and not in lieu of other reporting required by law."

Personnel chart and information required

SECTION 3. Section 7 of Act 561 of 1976 is amended to read:

"Section 7. All agencies, departments and institutions of state government shall furnish to the State Personnel Division not later than fifteen days following the close of the second quarter of each even-numbered year a current personnel organization chart in a form prescribed by the division showing all authorized positions, the personnel grade and compensation of each and indications as to whether such positions are filled or vacant.

All agencies, departments and institutions of state government shall furnish to the State Personnel Division not later than fifteen days following the close of each quarter except the second quarter of each even-numbered year any and all changes or alterations to the personnel organization chart in a form prescribed by the division.

The State Personnel Division shall ensure that all reports submitted to the division by agencies, departments and institutions of state government are accurate and up-to-date and, based on that information, shall furnish to the Legislative Audit Council organizational charts and alterations to existing charts for each such agency, department and institution in such form as the division and Audit Council shall determine.

The charts prepared by the division shall be furnished to the Audit Council not later than thirty days following the end of each quarter."

Time effective

SECTION 4. This act shall take effect upon approval by the Governor.

In the Senate House the 11th day of May

In the Year of Our Lord One Thousand Nine Hundred and Seventy-seven.

W. BRANTLEY HARVEY, JR.,
President of the Senate.

REX L. CARTER,
Speaker of the House of Representatives.

Approved the 17th day of May, 1977.

JAMES B. EDWARDS,
Governor.

Printer's No. 100—S.

BUDGET AND CONTROL BOARD
FINANCE DIVISION
BUDGET DEVELOPMENT

EXHIBIT XIII
1/4/79

Code No. L04

Agency Department of Social Services

Subject: Request for positions exceeding number authorized in 1978-79 Appropriation Act

Request is to establish 5 new positions at Columbia

as follows:

No. Positions	Position Title	Grade	Class Code	Est. Annual Salary	Source of Funds (Percent)		
					State	Federal	Other
1	Dir. of Planning	31	3053	19,481	1,169	9,156	9,156
1	Asst. Proj. Adm.	26	2472	14,373	862	6,755	6,756
2	Prog. Info. Coord. I	22	4614	23,042	1,383	10,830	10,829
1	Sec. II	14	0502	7,591	455	3,568	3,568

☒ Recommend Approval

☐ Recommend Disapproval

Robert T. Cantrell
State Budget Analyst

Ed. Gannon
Budget Section Director/Asst. Dir.

APPROVED
JAN 4 1979
Budget & Control Board
W. A. McJannet

1/2/79

Date

1/2/79

Date

VIRGIL L. CONRAD
COMMISSIONER

South Carolina
Department of Social Services



December 15, 1978

Mr. Edgar A. Vaughn, State Auditor
205 Wade Hampton Office Building
Post Office Box 11333
Columbia, South Carolina 29211

Re: Appropriate Care for the Elderly Project

Dear Mr. Vaughn:

The above mentioned project is referenced in the South Carolina Appalachian Development Plan under Goal 36.3 as follows:

36.3: A demonstration in the development and application of an assessment tool to determine appropriate levels of care for the elderly should be supported in 1978.

The evolution of this project was in 1973 when the South Carolina Commission on Aging was becoming extremely concerned over the number of elderly individuals who were relegated to Nursing Homes and State Hospital Facilities. In order to address this problem, the Commission on Aging entered into a contract with the University of South Carolina's Social Problems Research Institute. This contract called for a state-wide study of elderly individuals to determine ways in which their needs could be met by other than institutional services.

In the approximately four (4) years which followed, various professionals involved with the state's elderly performed an in-depth study of the state's long-term care problems.

In studying the problems, many recommendations were made. One proposal was to develop a Long-Term Care Policy Council. This council will be composed of the Commissioner of the Department of Social Services, the Commissioner of the Department of Health and Environmental Control, the Commissioner of the Department of Mental Health, the Director of the Commission on Aging, and the Governor or his designee. The function of the council is to monitor the processes devised by the Project Director and his staff in developing



RECEIVED

JAN 2 1979

STATE AUDITOR'S OFFICE
BUDGET DIVISION

Mr. Edgar A. Vaughn, State Auditor
December 15, 1978
Page 2

an assessment instrument, the criteria for determination of need and the service delivery package and will provide final approval of these documents and plans prior to their use in the implementation phase. Even though the full council has authority to approve the hiring of the Project Director, the Department of Social Services has been designated as the agency to provide the positions and administrative support and services.

In order to carry out the requirements of the project, funding will be made available from three (3) different sources: ARC Funds (47%), Medicaid Title XIX Funds (47%), and State Funds (6%).

The purpose is to conduct a three (3) year demonstration project in Spartanburg, Cherokee, and Union counties, which will be used in directing future State policy regarding long-term care through a demonstration to validate an assessment mechanism and criteria for determining appropriate levels of care for the elderly and the improvement of the service delivery system for the provision of non-institutional, community-based services.

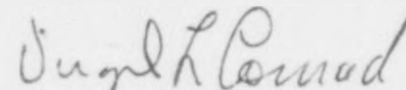
Five (5) new positions are required to initially staff the demonstration project. The proposed positions are:

- 1 - Director of Planning, Grade 31, as the Project Director.
- 1 - Assistant Project Administrator, Grade 26, as the Assistant Project Director.
- 2 - Program Information Coordinator I, Grade 22.
- 1 - Secretary II, Grade 14.

We are hoping to hire the Project Director on January 5, 1979, and respectfully request early approval of the five positions.

Thank you for your cooperation in this highly regarded matter.

Sincerely yours,



Virgil L. Conrad
Commissioner



EXHIBIT XIV
1/4/79

STATE OF SOUTH CAROLINA

OFFICE OF THE STATE AUDITOR

P. O. BOX 11333

COLUMBIA

29211

WILLIAM T. PUTNAM
STATE AUDITOR

M E M O R A N D U M

Date: June 5, 1978

TO: All Agency Heads

FROM: William T. Putnam, State Auditor *WTP*

RE: State Budget Documents and Appropriation Bills

Recently the State Budget and Control Board was made aware of the fact that the printing costs alone of the two-volume Budget Document exceeds \$50.00 and that the printing costs of each Appropriation Bill exceeds \$23.00. The Board was also advised that many State agencies request 25 or 30 such documents at each printing.

In view of the foregoing information, the Budget and Control Board took the following action:

(1) One copy of the State Budget Document and one copy of each printing of the Appropriation Bill will be made available at no cost to agencies having less than 100 employees. Two copies of each of these documents will be made available at no cost to those agencies having ~~in excess of 100 employees~~

(2) Additional copies of the Budget Document may be made available at a cost of \$50.00 per set. *\$15*

(3) Additional copies of Appropriation Bills will be made available for \$5.00 each.

(4) The above charges do not apply to Legislative Offices, the Governor's Office, the State Library, or other special exceptions which might be approved by the Budget and Control Board.

The above schedule of charges will be effective with the Senate Finance Committee Report of the 1978-79 Appropriation Bill.

WTP:sc

TELEPHONES (AREA CODE 803)

ADMINISTRATION
758-3108

BUDGET DIVISION
758-7415

AUDITING DIVISION
758-8408

GRANTS AND CONTRACTS
758-7707

ENGINEERING
758-2657

EXHIBIT XV

1/4/79

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

January 3, 1979

Hon. William T. Putnam
Executive Director
State Budget and Control Board
P.O. Box 11333
Columbia, S. C.

Dear Mr. Putnam:

Pursuant to your request I am reporting for the information of the State Budget and Control Board a brief summary of the procedures by which the remaining properties at Patriots Point, Christ Church Parish, Charleston County, (commonly known as the Sessions Tract), were acquired and to request in behalf of the Authority any final confirmation or approval by the Board as it may feel appropriate to complete the record in the matter.

Pursuant to authority granted by the State Budget and Control Board in July 1976, which authorized the Authority to proceed with condemnation of the tract or the purchase thereof for the sum of not to exceed \$350,000, an offer was made to the Sessions Trust for the purchase of the title to lands comprising 325 acres, more or less, adjoining the remaining properties owned by the Authority. All offers for purchase were rejected and the condemnation action was commenced.

After protracted negotiations involving appraisals and tax consequences to the Sessions Trust, a settlement agreement was arrived at in November of 1977, which provided for termination of the condemnation action and for an exchange of conveyances between the parties which enabled the Authority to acquire the property without the necessity of borrowing from the State any part of the \$350,000 amount originally authorized

Hon. William T. Putnam
Page Two
January 3, 1979

by the State Budget and Control Board. By these transactions the Authority purchased 10.67 acres for the sum of \$130,000, which is to be paid from operating revenues with payments not less than \$13,000 per year. It is the decision of the Authority to pay this amount as rapidly as revenues will permit, rather than delay payment and incur interest liability.

A tract of 255 acres was acquired by exchange of two tracts, a 65 acre tract owned by the Authority adjacent to U. S. Highway 217 (commonly known as the Leland-Bonsal tract), and a 5.66 acre tract transferred by the State Budget and Control Board which was former marshland owned by the State and filled in many years ago by the Highway Department in construction of the new Cooper River Bridge.

The remaining acreage in the Sessions Tract was transferred by gift to the Authority for tax purposes.

Following the exchange of deeds and payment of the sum of \$13,000 in July 1978, the Court confirmed titles of the various properties in the parties and the condemnation action was dismissed.

This completes the legal record of the condemnation action and its final disposition.

Sincerely,



Frank K. Sloan
Deputy Attorney General

FKS/jr

CC: Hon. Charles Hyatt
Hon. J. E. Guerry, Jr.
Mr. Horace L. Tilghman, Jr.

MEMO

from John A. McPherson, Jr.

To Wm. T. Putnam Date 12-29-78 Time _____
Wm. McInnis
Ed. Vaughn

I tried to call Senator Roddy about this letter, but he was out until Tuesday.

I told his secretary that I was mailing him copy of the letter and would call him Tuesday after he had had time to read it.

JAMC

*Sen R. Oles + will
work out with
his Committee*

☐ Reply ☐ Initial and return ☐ See me

Form FF-64 The Drawing Board, Inc., Box 303, Dallas, Texas



THE COLLEGE OF CHARLESTON

CHARLESTON, SOUTH CAROLINA 29401

December 28, 1978

Office of the President

Mr. William T. Putnam
Executive Director
State Budget & Control Board
P. O. Box 12444
Columbia, S. C. 29211

RECEIVED
DEC 29 1978
S. C. BUDGET AND
CONTROL BOARD

Dear Mr. Putnam:

In 1973 the General Assembly appropriated \$2,464,000 for an Education Center for the College of Charleston. Subsequently, the General Assembly by Act H3989 1976 reduced the authorization to \$1,232,000. In 1978 the General Assembly by Act 646 (R789) (Section Two, Item 5A) supplemented the \$1,232,000 authorization by \$750,000. With \$1,100,000 Plant Improvement Bonds funds (H3988 1976 General Assembly) the Education Center Project 43-18 budget of \$3,082,000 was approved by the Budget and Control Board on September 23, 1978, (a copy of which is attached). Construction costs were budgeted at \$2,233,728.

On December 5, 1978, bids were received from six firms with E. W. Jerdon Construction Company being the low bidder with a base bid of \$2,782,000 with deductive alternatives totaling \$164,900 for a net sum of \$2,617,100 and \$383,372 over the amount budgeted for construction.

Since bid opening and in cooperation with the State Engineer's Office, we have been working with the Architect, Engineers, General Contractor and Sub-Contractors in obtaining additional deductive alternatives. The results of our research follow:

ARCHITECTURAL ADDITIONAL DEDUCTIONS

1. Delete 1 layer sheetrock at perimeter	4,450
2. Delete all vinyl wallcovering, paint instead	22,513
3. Use cheaper folding doors in conf. center	9,456
4. Omit circular skylight, circular stair, handrail, plaster, ceilings. Add flooring & roofing to holes	25,000
6. Delete lecture room seating	21,406
9. Delete fireproofing on bar joists	800
10. Delete cer. tile on toilet walls, use epoxy pt.	7,000
11. Omit brick wall in commons area	2,100
Sub-total	\$92,725

FOUNDED 1770

Mr. William T. Putnam
Page 2
December 28, 1978

MECHANICAL ADDITIONAL DEDUCTIONS

1. Use fewer VAV boxes	7,364
2. Delete saddles - use slots	6,456
3. Use flat filters	5,200
4. Delete Mechanical Manhole	1,827
5. Use duct board	5,150
6. Use sheetmetal low velocity duct	3,230
7. Use enthalpy controls on units 2, 3, 9, 10	12,713
8. Use 5 thermostats	4,854
Sub-total	\$46,794

ELECTRICAL ADDITIONAL DEDUCTIONS

1. Change luminous ceiling to 2 x 4 layin	16,000
2. Delete all skylight lighting	4,500
3. Delete 50% floor duct room 210	1,750
Sub-total	\$22,250

Total additional deductions \$161,769

To proceed with the construction of this project, \$221,603 needs to be identified. The College proposes to reduce the contingency from \$62,000 to \$40,397, Basic Equipment and Supplies from \$150,000 to \$50,000, and transfer \$100,000 from the project and account of "Extension of Central Energy Facilities to Support New Facilities" authorized by the 1978 General Assembly (Act R789 Section 2, Item 5, Sub-item C \$770,000).

The rationale for this transfer is that the construction of the Education Center involves the construction of exterior electrical and communication manholes and exterior steam and chill water lines and electrical and communication lines. Also, the College has recently installed an ECON VI Automation Management System that manages our energy consumption and demand throughout the campus. This system measures the rate of electrical consumption, compares this rate with predetermined levels programmed into the computer, thus controlling the Peak Demand (KW) and Power Consumption (KWH) by shedding and deferring loads and cycling off and on selected equipments. Some equipment is cycled off/on during the day and completely turned off at night - other equipment is cycled only during the day or at prescribed hours, depending upon particular requirements. The construction of the Education Center includes equipment, controllers, the conduits, the wiring and labor to connect the Education Center to the College's ECON VI Automation Management System. The rationale for \$100,000 reduction in Basic Equipment and Supplies is the deductive alternative number 6 (Learning Resource facilities) and the College has on hand used seating facilities for 300 students.

Mr. William T. Putnam

Page 2

December 28, 1978

MECHANICAL ADDITIONAL DEDUCTIONS

1. Use fewer VAV boxes	7,364
2. Delete saddles - use slots	6,456
3. Use flat filters	5,200
4. Delete Mechanical Manhole	1,827
5. Use duct board	5,150
6. Use sheetmetal low velocity duct	3,230
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Mr. William T. Putnam

Page 3

December 28, 1978

Enclosed is a revised budget Form E-11 for your review and approval. As you are aware, the College is in serious need of additional classroom facilities. The construction of the Education Center is expected to take eighteen months and the College is hopeful that the Center will be ready for occupancy September 1980. From December 5, 1978, the College has 45 days in which to accept the General Contractor's bid (January 18, 1979).

Your assistance in expediting and obtaining approval of our proposal will be greatly appreciated.

Sincerely,

Edward M. Collins, Jr.
Edward M. Collins, Jr.
President

EMCjr:VGR:jlw

Enclosure

REVISION OF PROJECT COST ESTIMATE

Date September 15 1978

Institution or Agency College of Charleston

Name of Project Education Center No. 43 J 18

To: State Budget and Control Board
Columbia, South Carolina

Your approval of the following revised cost estimate on the above project is requested.

A statement is attached indicating the necessity of these revisions. *

Item	Last Estimate	Revised Estimate	Change
Site	\$ 18,000*	\$ 18,000	\$ - 0 -
Grading	- 0 -	- 0 -	- 0 -
Construction (Including fixed equipment)	1,612,000	2,233,728	+ 621,728
Survey and Testing	3,000	3,000	- 0 -
Fees Architect	90,000	131,040	+ 41,040
Legal and Administrative	5,000	10,000	+ 5,000
Renovation	60,000	-	- 60,000
Basic Equipment and Supplies	150,000**	150,000	- 0 -
Landscaping	- 0 -	- 0 -	- 0 -
Builder's Risk Insurance	2,500	3,000	+ 500
Other Purchase of Real Estate	304,960	471,232	+ 166,272
Contingencies	86,540	62,000	- 24,540
Total Estimated Cost	\$ 2,332,000	\$ 3,082,000	\$ + 750,000

*Relocation of 25 St. Philip Street House

**Educational Instruments Budgeted Separately (150,000)

Signed V. G. Rivers
Title Vice President, Institutional Research

* If the total estimated cost of the project has been increased, the source of the additional funds required should be indicated also.

APPROVED: [Signature]

DATE: SEP 23 1978

FUND SOURCES FOR EDUCATION CENTER

September 15, 1978

Funds already in Hand:

H3989 1976 General Assembly	\$1,232,000
Act 646 (R789) 1978	
General Assembly (Section Two, Item 5A)	750,000

Proposed Bond Issue:

Plant Improvement Bonds	<u>1,100,000</u>
H3988 1976 General Assembly	

TOTAL	\$3,082,000
-------	-------------

REVISION OF PROJECT COST ESTIMATE

Date December 28 1978Institution or Agency College of CharlestonName of Project Education CenterNo. 43-18To: State Budget and Control Board
Columbia, South Carolina

Your approval of the following revised cost estimate on the above project is requested.

A statement is attached indicating the necessity of these revisions.

Item	Last Estimate	Revised Estimate	Change
Site	\$ 18,000	\$ 18,000*	\$ - 0 -
Grading	- 0 -	- 0 -	- 0 -
Construction (Including fixed equipment)	2,233,728	2,455,331	+ 221,603
Survey and Testing	3,000	3,000	- 0 -
Fees Architect	131,040	131,040	
Legal and Administrative	10,000	10,000	- 0 -
Renovation	- 0 -	- 0 -	- 0 -
Basic Equipment and Supplies	150,000	50,000**	- 100,000
Landscaping	- 0 -	- 0 -	- 0 -
Builder's Risk Insurance	3,000	3,000	- 0 -
Other: <u>Purchase of Real Estate</u>	471,232	471,232	- 0 -
Contingencies	62,000	40,397	- 21,603
Total Estimated Cost	\$3,082,000	\$3,182,000	\$+ 100,000

*Relocation of 25 St. Philip Street
House**Educational Instruments Budgeted
Separately (150,000)

(Signed)

V. G. Rivers

Title

Vice President, Institutional Research

If the total estimated cost of the project has been increased, the source of the additional funds required should be indicated also.

APPROVED: _____

DATE: _____

FUND SOURCES FOR EDUCATION CENTER

December 28, 1978

Funds already in Hand:

H3989 1976 General Assembly	\$1,232,000
Act 646 (R789) 1978	
General Assembly (Section Two, Item 5A)	750,000
Act R789, Section 2	
Item 5, Sub-item C	
General Assembly 1978	100,000

Proposed Bond Issue:

Plant Improvement Bonds	1,100,000
H3988 1976 General Assembly	
	<hr/>
TOTAL	\$3,182,000

STATE BUDGET AND CONTROL BOARD

EXHIBIT XVII 1/4/79
EXECUTIVE SESSION

MEETING OF January 4, 1979

AGENDA ITEM NUMBER 1

Agency: Department of Education

Subject: Consultant Services Contract

Robert R. Hill, Deputy Superintendent for Administration and Planning, advises that the following firms responded to the Department's RFP on the identification of objectives in reading, writing and mathematics, grades 1-12, as required by the Basic Skills Assessment Program legislation:

- (1) Instructional Objectives Exchange, \$123,075 bid price;
- (2) Educational Testing Services, \$106,564 bid price; and
- (3) National Evaluation Systems, Inc., \$97,400 bid price.

Office of Research Director Paul Sandifer further advises that, after the proposals were reviewed by 10 reviewers, agreement was reached in a subsequent meeting after contacting references to select the firm listed first above even though its bid price exceeded each of the other two proposals made.

Board Action Requested:

Approve execution of a contract with Instructional Objectives Exchange for the referenced project.

Staff Comment:

Attachments:

Department of Education form 7-32C plus attachments

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

January 5, 1979

Hon. Cyril B. Busbee
State Superintendent of Education
Room 1006, Rutledge Bldg
1429 Senate Street
Columbia, S.C. 29201

Dear Dr. Busbee:

At the request of your office we have examined the request for proposal for services related to the identification of objectives in mathematics, reading, and writing grades 1-12 for the State of South Carolina, issued by the State Department of Education on November 3, 1978. We have also reviewed with members of your staff the proposal evaluation which was made of each of the three bidders, including a review of the evaluation forms used by the members of the evaluation committee.

We note that the RFP on pages 34-38 sets out in great detail the method and bases of the evaluation; and we have noted also that the RFP plainly states that the Department intended to award the contract to the bidder whose proposal would be most advantageous to the Department. The RFP states "technical quality would be given greater priority than cost"; and the Department reserves the right to award the contract to other than the lower bidder, dependent upon the most advantageous result to the Department.

In view of the detailed and careful evaluation, together with the specific reservations and notices contained in the RFP, it is the opinion of this Office that the award of the contract to a bidder other than the low bidder is legal and proper and in compliance with the law.

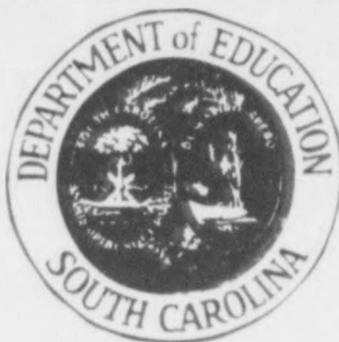
Yours very truly,

A handwritten signature in cursive script that reads "Frank K. Sloan".

Frank K. Sloan
Deputy Attorney General

FKS/jr

CC: Hon. William T. Putnam



FINANCE USE ONLY

Voucher No.

Amount

CONTRACTUAL AGREEMENTS

Section 1

Name of Contractor Instructional Objectives Exchange (IOX) SSN _____
Address 10884 Santa Monica Blvd., Suite 305, Los Angeles, CA 90025 EIN 95-2930225
Description of Product or Service Identification of objectives in reading, writing, and mathematics, Grades 1-12 as required by the Basic Skills Assessment Program legislation.
Terms of Contract:
Beginning Date upon signing Ending Date June 30, 1979

Section 2 To be completed when competitive bidding is required (minimum of 3 bids)

Proposed Contractor (Name and Address)	Bid Method (Sealed Bid, Telephone Quotation)	Bid Price
A. <u>Instructional Objectives Exchange</u> <u>10884 Santa Monica Blvd.,</u> <u>Los Angeles, CA 90025</u>	<u>Proposal submitted in response</u> <u>to RFP</u>	<u>\$ 123,075</u>
B. <u>Educational Testing Service</u> <u>Rosedale Road, Princeton, NJ</u> <u>08541</u>	<u>"</u>	<u>\$ 106,564</u>
C. <u>National Evaluation Systems, Inc.</u> <u>P. O. Box 226, Amherst, Mass.</u> <u>01002</u>	<u>"</u>	<u>\$ 97,400</u>

Rationale for Contractor Selection (use continuation sheet if necessary) _____

Section 3 Accounting Information

Budget	(Minimum Competency Testing)			Fund
	RESEARCH	STATE	CONSULTANTS EXP.	
Classification	Office Code	Account Code	Transaction Code	
	<u>16120000</u>	<u>11061216</u>	<u>2020 8000</u>	
Accountant: <u>[Signature]</u>			Date: <u>12/20/78</u>	

Section 4 Approval

Office Director: [Signature] Date: 12/11/78
Deputy Superintendent: [Signature] Date: 12/19/78
Budget & Control Board: _____ Date: _____

JUSTIFICATION FOR SELECTION OF CONTRACTOR

1. The proposal from the Instructional Objectives Exchange (IOX) was the only one of the three that conceptualized the objectives identification process in the overall context of the Basic Skills Assessment Program Legislation. Since instructional improvement is the primary goal of the Basic Skills Assessment Program Legislation, IOX's emphasis on objectives for instructional improvement is consonant with the legislation.
2. In terms of professional expertise, the President of IOX and the proposed Co-Director of the project, Dr. W. James Popham, is recognized as a leading authority on instructional objectives. The other proposed Co-Director of the project, Mrs. Elaine Lindheim, is also a reputable professional in the field of instructional objectives. Dr. Romeria Tidwell, IOX's nondiscriminatory testing specialist, currently chairs the American Educational Research Association Committee probing minorities in education. Her expertise in nondiscriminatory testing should be of benefit in eliminating cultural bias from the objectives as required by the Basic Skills Assessment Program Legislation. Additionally, both of the other two proposals contained statements indicating that they would draw heavily from the work of IOX.
3. The Staffing and Management section of the IOX proposal includes very specific allocations of time by task for the key members of the staff. During the crucial conceptualization phase of the project, the two senior members of IOX, including Dr. W. James Popham, will devote a majority of their time to the project. IOX had the only proposal of those submitted which set forth the percentage of time to be spent by key personnel on each of the five tasks of the project.
4. IOX has had 10 years of experience in the development of objectives and has conducted numerous projects which are similar in nature to the South Carolina project. In contrast, the experience of the other two offerors has been primarily in the areas of test development and refinement of predeveloped objectives rather than the initial development of objectives. Contact with the references supplied in the proposals confirmed that IOX had the most extensive experience in objectives development.
5. IOX's philosophical orientation was most congruent with the Department's. IOX's proposed method of identifying objectives, a limited focus method, reflects the level of specificity desired by the Department. Additionally, emphasis on viewing objectives development as a companion phase to instruction coincides with concerns expressed by the Legislature, as well as the staff of the Department of Education and other South Carolina educators.
6. Although IOX was the high bidder on this project, their cost proposal reflects the appropriate emphasis in terms of time and concentration

(continued)

of resources. The largest budget items were allocated to the most important tasks - merging South Carolina district and Contractor objectives and the school reviews. In addition, in recognition of the project's time constraints, resources are allotted in such a way as to maximize time available for work on the tasks and minimize time losses for logistical coordination. Thus, fast guaranteed mail and return airmail pre-postage costs caused expenses to be somewhat inflated. Charges for rush printing were also a source of some increase in costs.

7. The concern for quality was evident in the IOX Proposal. IOX was the only offeror that appeared cognizant of the complexity of the project and the limited time frame. Their schedule appears to be the most feasible and well thought out of the three submitted. The other offerors time frames contained conflicts in scheduled activities and in some cases did not allow a reasonable amount of time for completion of activities.
8. The supplementary innovative tasks proposed by IOX, without additional costs, will contribute to the quality of the project.

STATE OF SOUTH CAROLINA
DEPARTMENT OF EDUCATION

CYRIL B. BUSBEE
STATE SUPERINTENDENT OF EDUCATION



COLUMBIA

December 27, 1978

TO: Mr. William A. McInnis
Assistant to State Auditor

FROM: *PDS* Paul D. Sandifer
Office of Research

SUBJECT: Documentation in Support of the Request for Approval of Contract with
the Instructional Objectives Exchange

Mr. Robert R. Hill, Deputy Superintendent for Administration and Planning, has requested that I supply you with the above referenced information. Accordingly, the following items are submitted with this memorandum:

- 1) Copy of the Department's Request for Proposals (RFP);
- 2) A list of the companies to which the RFP was sent;
- 3) One copy each of the technical proposals submitted by the three respondents to the RFP;
- 4) One copy each of the cost proposals submitted by the respondents;
- 5) A paper describing the procedures used in reviewing and evaluating the proposals; and
- 6) A copy of the form which was used for rating the proposals.

I will be pleased to furnish any additional information or explanation that may be necessary. Your assistance in this matter is sincerely appreciated.

PDS/c1

cc: Mr. Robert R. Hill

12/27/78

Proposal Review and Evaluation Procedures

The request for proposals (RFP) required that all offerors submit separate technical and cost proposals. The technical proposals were reviewed prior to any examination of the cost proposals and consequently reviewers had no knowledge of proposed cost at the time they were conducting their independent reviews of the technical proposals.

The proposals were reviewed and evaluated using the attached "Forms for the Evaluation of Technical Proposals for Services Related to the Identification of Objectives in Mathematics, Reading, and Writing Grades 1-12 for the State of South Carolina". The specific procedures were as follows:

- 1) The proposals and evaluation forms were distributed to eleven (11) reviewers with a cover memorandum stipulating the order in which the proposals were to be reviewed. The order of review was varied in order to provide reasonable assurance that the proposals received equal attention in the review process.
- 2) Following review by ten (10) of the eleven (11) reviewers, the responses on the five point scales from each of the evaluation forms were tabulated and aggregated for each reviewer.

A total number of points for each proposal was then calculated using predetermined weights for each section of the proposals.

The various sections of the proposals were weighted as follows:

- 1) General Approach 10%;
- 2) Statement of Work 25%;
- 3) References used in Statement of Work 5%;
- 4) Time Schedule for Completion

of Tasks and Subtasks 15%; 5) Management and Staffing 15%;
6) Related Corporate Experience 15%; and Experience of Proposed
Staff 15%.

Under the procedures used the maximum number of weighted points
any reviewer could assign a proposal was five (5). Therefore the
maximum number of weighted points any proposal could receive was
fifty, i.e. 5 points x 10 reviewers = 50. Based on this procedure
the proposals received the following points:

Instructional Objectives Exchange (IOX) 43.21

Educational Testing Service (ETS) 38.19

National Evaluation Systems (NES) 43.40

- 3) Following the independent reviews and tabulation of results, the reviewers met as a group to discuss the relative strengths and weaknesses of the three (3) proposals. During this meeting, problems with the intricate schedule of activities were noted for both the ETS and NES proposals. (These problems had been overlooked by a majority of the reviewers.) As a result of the reviews and discussions, the ETS proposal was eliminated from further consideration.
- 4) Following the first meeting, telephone contact was made with the references supplied in the "Related Corporate Experience" sections of the proposals submitted by IOX and NES. The purposes of the telephone contacts were to determine: 1) the exact nature of the work previously done and its similarity to the proposed work in South Carolina; 2) the reference's evaluation of the timeliness and quality of work performed by the contractor; and 3) the level of expertise of the staff proposed for the South Carolina project.

- 5) Following the check of references, eight (8) of the ten (10) reviewers met as a group to discuss the NES and IOX proposals on the basis of the additional information obtained. During this final meeting, consensus was reached and the IOX proposal was recommended for the reasons stipulated in the justification attached to the Form 7-32C.
- 6) Following the final meeting of the reviewers, the recommendation was discussed with Deputy Superintendents Mr. Robert R. Hill and Dr. Charlie G. Williams and with State Superintendent Dr. Cyril Busbee. All three concurred with the recommendation of the reviewers.

The ten individuals who reviewed the proposals were:

Dr. Paul D. Sandifer, Dr. Vana Meredith, Ms. Lynne M. Johnson, Dr. John Finch, Mr. Terry Helsley, Mr. Roan Garcia-Quintana, and Mrs. Terri Siskind, all of the Office of Research, State Department of Education. Mr. Joel Taylor and Dr. Beverly Enwall of the Office of General Education, State Department of Education and Dr. Lorin Anderson, Professor, University of South Carolina.

REQUEST FOR PROPOSAL MAILING LIST

Mrs. Barbara Casting
Addison-Wesley Publishing Company
South Street
Reading, Massachusetts 01867

Mr. Bob Elliott, Coordinator, Information Services
American College Testing Program
Box 168
Iowa City, Iowa 52240
Phone: 319-356-3740

Dr. John C. Flanagan, President
American Institutes for Research
135 North Bellefield Avenue
Pittsburgh, Pennsylvania 15213
Phone: 412-683-7600
(Has Office In Palo Alto)

Dr. Sherwood L. Fawcett, President
Battelle Memorial Institute
505 King Avenue
Columbus, Ohio 43201
Phone: 614-424-6424

Ms. Lavona Crook
Bobbs-Merrill Company, Inc.
Test Division
4300 West 62nd Street
Indianapolis, Indiana 46206
Phone: 317-291-3100

Mrs. Harriett Doss Willis
Cemrel, Inc.
St. Louis, Missouri 63139
Phone: 314-781-2900

Bela H. Banathy, Director
Center for Educational Development
Far West Laboratory
1855 Folsom Street
San Francisco, California 94103

Mr. Jerry P. Sullivan
CTB/McGraw-Hill
100 Colony Square
Suite 1801
Atlanta, Georgia 30361

Dr. Dale Foreman, Director
Council for REAL Education
6495 Happy Canyon Road
No. 124
Denver, Colorado 80237
Phone: 303-758-9287

Mr. Geb Runager
Educational Progress
Educational Development Corporation
516 Rutledge, N.W.
Orangeburg, South Carolina 29115
Phone: 803-534-5369

Dr. Allan Ellis, President
Educational Research Corporation
85 Main Street
Watertown, Massachusetts 02172
Phone: 617-923-1710

Mr. John E. Doblin
Educational Testing Service
Suite 1040
3445 Peachtree Road, N.E.
Atlanta, Georgia 30326

Dr. Robert Armstrong, Director
EPIC Diversified Systems Corporation
P.O. Box 13052
Tucson, Arizona 85732
Phone: 602-795-4210

Mr. Ray Kimbel
Houghton-Mifflin Company
666 Miami Circle, N.E.
Atlanta, Georgia 30324
Phone: 319-356-3085

Dr. W. James Popham, Director
Instructional Objectives Exchange
10884 Santa Monica Boulevard
Suite 305
Los Angeles, California 90025
Phone: 213-474-4531

Ms. Betty Silber
National Computer Systems, Inc.
Test Services Division
4401 W. 76th Street
Minneapolis, Minnesota 55435
Phone: 612-830-7600

Dr. Janet Ismond, Director of Development
National Evaluation Systems, Inc.
P.O. Box 226
Amherst, Massachusetts 01002
Phone: 413-256-0444

Mr. Steve Davis
National Testing Service
2634 Chapel Hill Boulevard
Durham, North Carolina 27707
Phone: 919-493-3451

Mr. Jerry Kirkpatrick
Northwest Regional Educational Laboratory
710 S.W. Second Avenue
Portland, Oregon 97204
Phone: 503-248-6800

Dr. Henry M. Brickell, Director
Policy Studies in Education
Division of the Academy for Educational Development
475 Park Avenue S.
New York, New York 10016
Phone: 212-397-0040

Mr. Robert Wather
The Psychological Corporation
1372 Peachtree Street
Atlanta, Georgia 30309
Phone: 212-888-4444

Dr. Robert G. Scanlon, Executive Director
Research for Better Schools
Suite 1700
1700 Market Street
Philadelphia, Pennsylvania 19103
Phone: 215-561-4100

Dr. G. K. Tallmadge
RMC Research Corporation
2570 West El Camino Real
Mountain View, California 94040
Phone: 415-941-9550

Mr. Herbert Greif, President
Scholastic Testing Service, Inc.
480 Meyer Road
Bensenville, Illinois 60106

Mr. William Sharpe
Science Research Associates
6 Cavalier Avenue
Farmfield
Charleston, South Carolina 29407

Dr. Richard E. Schutz, Director
Southwest Regional Laboratory for Educational
Research and Development
1300 La Cienega Boulevard
Inglewood, California 90304
Phone: 213-776-3800

Mr. P. O'Donnell, Manager
Contracts Administration
SRI International
333 Ravenswood Avenue
Menlow Park, California 94025
Phone: 415-326-6200

Mr. John O'Neil
Westinghouse Learning Corporation
P.O. Box 30
Iowa City, Iowa 52240
Phone: 319-356-3011

Offeror: _____

Evaluator No: _____

FORM FOR THE EVALUATION OF TECHNICAL PROPOSALS
FOR SERVICES RELATED TO THE IDENTIFICATION OF OBJECTIVES
IN MATHEMATICS, READING, AND WRITING GRADES 1-12
FOR THE STATE OF SOUTH CAROLINA

Directions: The purpose of this evaluation form is to rate each Technical Proposal sent in reply to the Request for Proposals (RFP) for Services Related to the Identification of Objectives in Mathematics, Reading, and Writing, Grades 1-12, for the State of South Carolina.

Please evaluate the quality of the Technical Proposal submitted by each Offeror by reviewing the following: General Approach, Statement of Work, References Used in Statement of Work, Time Schedule for Completion of Tasks and Subtasks, Management and Staffing, Related Corporate Experience, and Experience of Proposed Staff.

For each part, respond to the statement or statements provided using the five point scale. The five positions on the scale are intended to reflect the extent to which you agree with the statement made. Circle "SD" if you strongly disagree, "D" if you disagree, "N" if you neither disagree nor agree, "A" if you agree, or "SA" if you strongly agree with the statement.

Specific directions for a given part precede the statements to be evaluated.

Although the rating of proposals is vital to the selection of a Contractor, pinpointing exceptionally good, bad, or unusual features about each Proposal is also important. Therefore, please use the last page of this form to reference the page numbering of the Offeror's Proposal and make explanatory comments about such features. Feel free to write notes in the Proposal itself.

General Approach

The General Approach should be evaluated with respect to the degree to which the Offeror seems to be on target in terms of understanding and providing that which is desired by the Department (see Page 40 of the RFP).

For Statements 2 and 3 you are being asked to reply to the substatements in terms of the overall statement. In other words, for Substatement a of Question 2, your reply should indicate whether or not you agree that the Offeror's philosophy reflects that objectives development should begin within the State.

1. The Offeror's capabilities or experience will enhance objectives identification.

SD D N A SA

Offeror: _____

Evaluator No: _____

2. The Offeror's overall plan and philosophical orientation is consistent with the Department's.

- a. Objectives development should begin within the State of South Carolina and utilize to the extent possible local resources.

SD D N A SA

- b. Objectives should serve as a means of measurement.

SD D N A SA

- c. Objectives should serve as a guide for basic skills curriculum development.

SD D N A SA

- d. Objectives should assist instructional diagnosis.

SD D N A SA

- e. Objectives should communicate with the public.

SD D N A SA

3. The Offeror has a general understanding of the nature of the objectives to be identified.

- a. Objectives should reflect basic reading, writing, and mathematics skills.

SD D N A SA

- b. Objectives should be limited to school-based learning.

SD D N A SA

- c. Objectives should include goals and outcome objectives rather than enabling objectives.

SD D N A SA

- d. Objectives should not reflect the affective domain or social skills.

SD D N A SA

Offeror: _____

Evaluator No: _____

Statement of Work

The Offeror's Statement of Work should be evaluated with respect to the degree to which the implementation of each task and subtask seems to conform to the procedures desired by the Department as specified on Pages 6-26 of the RFP. The use of the Outline on Pages 21-26 of the RFP may facilitate your completion of the evaluation.

The major subtasks to be accomplished by the Offeror are listed by task on the left-hand side of Pages 3-4 of this form. Listed horizontally across the top of each page are abbreviations of the following four Evaluation Criteria (EC) statements. The Evaluation Criteria Statements and their abbreviated versions follow:

- EC1: The Offeror clearly states procedures in accordance with the completion of tasks and subtasks specified in the RFP. (This statement is abbreviated on the evaluation form as "Clear Procedures".)
- EC2: The procedures proposed by the Offeror for completing a task are feasible. (This statement is abbreviated on the evaluation form as "Feasible".)
- EC3: The Offeror provides a complete explanation of proposed procedures, necessitating no further explanation. (This statement is abbreviated on the evaluation form as "Complete Explanation".)
- EC4: The Offeror has anticipated and suggested methods for dealing with problems related to the task. (This statement is abbreviated on the evaluation form as "Anticipated Problems and Solutions".)

For each subtask, please indicate the extent to which you agree with each of the four Evaluation Criteria Statements. However, if the Offeror has not proposed any procedures for a subtask, do not respond to EC1, EC2, EC3, and EC4 for that subtask.

FORM FOR THE EVALUATION OF TECHNICAL PROPOSALS
Page 4

Offeror: _____

Evaluator No: _____

Tasks and Subtasks to be Evaluated	Evaluation Criteria			
	EC1 Clear Procedures	EC2 Feasible	EC3 Complete Explanation	EC4 Anticipated Problems and Solutions
A. Development of Framework for Identification of State Objectives:				
1. Preliminary develop- ment of the framework for identification of State Objectives.	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>
2. Review of preliminary framework for identi- fication of State Ob- jectives.	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>
3. Revision and approval of the Framework for Identification of State Objectives.	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>
B. Preliminary Compilation of State Objectives:				
1. Identification of Sources and Acquisition of Objectives.	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>
2. Screening of Objectives.	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>
3. Merging of South Carolina District and Contractor Objectives Sources.	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>
C. Preliminary State Objectives by Mathematics, Reading, and Writing Committees:				
1. Review of Preliminary State Objectives by Mathematics, Reading, and Writing Committees.	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>
2. Revision of Preliminary State Objectives based on Mathematics, Reading, and Writing Committees' Review.	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>

FORM FOR THE EVALUATION OF TECHNICAL PROPOSALS
Page 5

Offeror: _____

Evaluator No: _____

Tasks and Subtasks to be Evaluated	Evaluation Criteria			
	EC1	EC2	EC3	EC4
	Clear Procedures	Feasible	Complete Explanation	Anticipated Problems and Solutions
D. Refinement of the Committee- Refined State Objectives by South Carolina Schools:				
1. Review of the Committee- Refined State Objectives by Schools.	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>
2. Revision of Committee- Refined State Objectives Based on School Review.	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>
E. Finalization of State Objectives:				
1. Review of School- Refined State Objec- tives by Basic Skills Advisory Commission.	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>
2. Review of School- Refined State Objec- tives at Regional Public Meetings.	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>
3. Final Revision and Approval of State Objectives.	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>	<u>SD</u> <u>D</u> <u>N</u> <u>A</u> <u>SA</u>

Offeror: _____

Evaluator No: _____

References Used in Statement of Work

The References Used in the Statement of Work should be evaluated with respect to their relevancy as to the Offeror's proposed plan for accomplishing activities related to tasks and subtasks (see Page 41 of the RFP).

1. The Offeror provides references relevant to proposed procedures in the Statement of Work Section.

SD D N A SA

Time Schedule For Completion of Tasks and Subtasks

The Time Schedule should be evaluated with respect to the degree to which the time allowed seems reasonable for the completion of basic skills objectives identification (see Page 41 of the RFP).

1. The timetables are feasible for the scheduling of:

a. resources,

SD D N A SA

b. activities,

SD D N A SA

c. submission of deliverables.

SD D N A SA

2. Time is allotted for resolving unanticipated problems.

SD D N A SA

3. The schedule for tasks and activities is consistent with the Department's scheduled completion date of COB June 30, 1979.

SD D N A SA

Management and Staffing

Management and staffing should be evaluated with respect to the degree to which the kind, number, and percentage of time for the personnel assigned to this project match the needs of the project (see Pages 41 and 42 of the RFP).

1. The procedures for coordinating activities related to the implementation of tasks and subtasks are logistically sound.

SD D N A SA

FORM FOR THE EVALUATION OF TECHNICAL PROPOSALS
Page 7

Offeror: _____

Evaluator No: _____

- | | | | | | |
|--|-----------|----------|----------|----------|-----------|
| 2. The Offeror has made provisions for coordination of the Objectives Identification with the Department. | <u>SD</u> | <u>D</u> | <u>N</u> | <u>A</u> | <u>SA</u> |
| 3. The Offeror has made sufficient provisions for monitoring staff progress and for monitoring the completion of tasks and subtasks. | <u>SD</u> | <u>D</u> | <u>N</u> | <u>A</u> | <u>SA</u> |
| 4. The Offeror has made provisions for the kinds of personnel necessary for completing each task. | <u>SD</u> | <u>D</u> | <u>N</u> | <u>D</u> | <u>SA</u> |
| 5. The Offeror has clearly defined who shall be responsible for the completion of each task. | <u>SD</u> | <u>D</u> | <u>N</u> | <u>A</u> | <u>SA</u> |
| 6. The participation of each proposed staff member is justified. | <u>SD</u> | <u>D</u> | <u>N</u> | <u>A</u> | <u>SA</u> |
| 7. Each staff member will devote an amount (percentage) of time to the project that is sufficient for completing the activities for which he/she is responsible. | <u>SD</u> | <u>D</u> | <u>N</u> | <u>A</u> | <u>SA</u> |
| 8. The proposed project director will devote at least 75% of his/her time to the project. | <u>SD</u> | <u>D</u> | <u>N</u> | <u>A</u> | <u>SA</u> |

Related Corporate Experience

The Corporate Experience should be evaluated with respect to the degree of the Offeror's prior experience in objectives identification (see Page 42 of the RFP).

- | | | | | | |
|--|-----------|----------|----------|----------|-----------|
| 1. The Offeror has had experience related to conducting large-scale projects involving objectives identification and/or development. | <u>SD</u> | <u>D</u> | <u>N</u> | <u>A</u> | <u>SA</u> |
| 2. The Offeror has previously undertaken and successfully completed large-scale projects in a timely fashion. | <u>SD</u> | <u>D</u> | <u>N</u> | <u>A</u> | <u>SA</u> |

Offeror: _____

Evaluator No: _____

Experience of Proposed Staff

The Experience of Proposed Staff should be evaluated with respect to the suitability of prior experience of the staff members in relationship to the activities to which they are assigned (see Pages 42 and 43 of the RFP).

- | | | | | | |
|--|-----------|----------|----------|----------|-----------|
| 1. The proposed project director has had suitable prior experience in managing large projects. | <u>SD</u> | <u>D</u> | <u>N</u> | <u>A</u> | <u>SA</u> |
| 2. The proposed staff reflects expertise and experience in: | | | | | |
| a. objectives development, | <u>SD</u> | <u>D</u> | <u>N</u> | <u>A</u> | <u>SA</u> |
| b. large-scale projects, | <u>SD</u> | <u>D</u> | <u>N</u> | <u>A</u> | <u>SA</u> |
| c. data collection, | <u>SD</u> | <u>D</u> | <u>N</u> | <u>A</u> | <u>SA</u> |
| d. data analysis, | <u>SD</u> | <u>D</u> | <u>N</u> | <u>A</u> | <u>SA</u> |
| e. writing reports. | <u>SD</u> | <u>D</u> | <u>N</u> | <u>A</u> | <u>SA</u> |

FORM FOR THE EVALUATION OF TECHNICAL PROPOSALS
Page 9

Offeror: _____

Evaluator No: _____

[illegible]

STATE BUDGET AND CONTROL BOARD

EXECUTIVE SESSION

MEETING OF January 4, 1979

AGENDA ITEM NUMBER

EXHIBIT XVIII

1/4/79

2

Agency: Deferred Compensation Commission

Subject: Appointment of Replacement Member

Retirement System Director Collins, in his capacity as chairman of this Commission, has advised that Ms. Debra Ream has resigned and that a replacement member should be appointed to a three-year term by the Board. Mr. Collins noted that Ms. Ream is a public school employee and that the Board may wish to consider that factor in naming her replacement although the act merely requires that the membership consist of public employees.

Board Action Requested:

System Director Collins recommends the appoint of Mr. William Davis, Jr., of Gresham to a three-year term on the Deferred Compensation Commission.

Staff Comment:

Attachments:

Collins 10/19/78 letter to Putnam plus attachments

South Carolina Retirement System

PURVIS W. COLLINS
DIRECTOR



BANKERS TRUST TOWER
P. O. BOX 11960

Columbia
29211

RECEIVED

December 20, 1978

DEC 21 1978

BUDGET AND CONTROL BOARD
OFFICE OF EXECUTIVE DIRECTOR

Mr. William T. Putnam, Executive Director
Budget and Control Board
Post Office Box 11333
Columbia, South Carolina 29211

Dear Bill:

In reference to the vacancy on the Deferred Compensation Commission to replace Ms. Debra Ream whose term expired, the five names below have been recommended by the South Carolina Education Association.

Mr. William Davis, Jr.
Route 2, Box 69
Gresham, South Carolina

Mr. Kenneth Bradley
5-D Northview Hill Apartments
Orangeburg, South Carolina 29115

Mr. Edward E. Taylor
3817 Ardincaple Drive
Columbia, South Carolina 29203

Mr. Wayne Fowler
Route 2, Box 463
Williamston, South Carolina 29697

Mrs. Leola Stevens
Route 4, Box 257-B
Conway, South Carolina 29526

In accordance with the Act, the Board appointment should be for

Mr. William T. Putnam

December 20, 1978

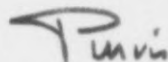
Page ii

a term of 3 years. I requested names from the Education Association since Ms. Ream was a school employee, however, the Act merely requires the appointment of a public employee. On the basis of conversation with several school officials, I recommend Mr. William Davis from the above list.

I enclose a copy of my letter of October 19 as additional reference.

With best wishes and kindest personal regards, I am

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Purvis".

Purvis W. Collins
Chairman

PWC:cfb

October 19, 1978

Mr. William T. Putnam, Executive Director
State Budget and Control Board
Post Office Box 11333
Columbia, South Carolina 29211

Dear Bill:

I am enclosing a copy of the letter from Ms. Debra Ream resigning as a member of the Deferred Compensation Commission. Also, my acknowledgment, and your letter of August 10, 1977 informing her of the appointment.

Ms. Ream was appointed to a one year term, however, her replacement, in accordance with the Act, should be appointed by the Board to a three year term. Ms. Ream is a public school employee, the Board may wish to consider this in her replacement; however, the Act merely requires public employees.

The Deferred Compensation Commission was created in August 1977. Shortly thereafter, the Internal Revenue Service announced a moratorium on new plan approvals. The Tax Reform Bill now waiting the President's signature authorizes deferred compensation plans for public employees. In anticipation of this congressional action, the Commission has extended invitations to bid on the "Administrator role" of the plan. These bids are due by noon, November 1, 1978. Hopefully, we will have the program in operation and available to public employees by July 1, 1979.

I will be pleased to provide additional information as desired.

With best wishes and kindest personal regards, I am

Sincerely yours,

Purvis W. Collins

P.S. As ready reference, I enclose a copy of the Act.

OCT 23 1978

South Carolina Retirement System

PURVIS W. COLLINS
DIRECTOR



BANKERS TRUST TOWER
P. O. BOX 11960

Columbia

29211

October 19, 1978

Mr. William T. Putnam, Executive Director
State Budget and Control Board
Post Office Box 11333
Columbia, South Carolina 29211

Dear Bill:

I am enclosing a copy of the letter from Ms. Debra Ream resigning as a member of the Deferred Compensation Commission. Also, my acknowledgment, and your letter of August 10, 1977 informing her of the appointment.

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I will be pleased to provide additional information as desired.

With best wishes and kindest personal regards, I am

Sincerely yours,

Purvis W. Collins

P.S. As ready reference, I enclose a copy of the Act.

(R161, H2286)

An Act To Permit Employees Of The State, Its Agencies, Instrumentalities And Political Subdivisions To Participate In A Voluntary Tax Sheltered Deferred Compensation Plan, To Provide For A Commission To Administer The Plan And Stipulate Permissible Investments To Implement Such Plan.

Be it enacted by the General Assembly of the State of South Carolina:

Purpose

SECTION 1. The purpose of this act is to enable employees of the State, its agencies and political subdivisions to participate in voluntary deferred compensation plans authorized by the United States Internal Revenue Code as interpreted and administered by the Internal Revenue Service, thereby permitting such employees to obtain the advantages inherent in such plans relative to the income tax treatment of the contributions and disbursements made pursuant to the sheltered voluntary income deferment plans.

Commission

SECTION 2. A Deferred Compensation Commission is hereby established consisting of seven members which shall include the Director of the South Carolina Retirement System, the Executive Director of the State Employees' Association and five other public employees to be appointed by the State Budget and Control Board, at least two of whom shall be State employees. The appointed members shall serve for terms of three years and until their successors are appointed and qualify except that of those initially appointed one shall serve for one year, three for two years and three for three years. The Budget and Control Board shall designate the chairman.

The commission shall establish such rules and regulations as it deems necessary to implement and administer the Deferred Compensation Program. The commission shall make such administrative appointments and contracts as are necessary to carry out the purpose and intent of this act and in the administration of account assets. For purposes of administering this program an individual account shall be maintained in the name of each employee.

The commission shall select, through competitive bidding and contracts, plans for purchase of fixed and variable annuities, savings, mutual funds, insurance and such other investments as the commission may approve which are not in conflict with the State Constitution and with the advice and approval of the State Treasurer.

Costs of administration may be paid from the interest earnings of the funds accrued as a result of deposits or as an assessment against each account.

Contract between state and employee

SECTION 3. The State or any political subdivision thereof may, by contract, agree with any employee to defer, not more than twenty-five percent of his compensation and may subsequently with the consent of the employee contract for purchase or otherwise procure fixed or variable annuities, savings, mutual funds, insurance or such other investments as the commission may approve for the purpose of carrying out the objectives of the program with the advice and approval of the State Treasurer. The investments shall be underwritten and offered in compliance with applicable federal and state laws and regulations by persons who are authorized by the commission in accordance with the provisions of this act.

Further

SECTION 4. The director or the principal fiscal officer of each state agency, department, board, commission, institution or political subdivision may enter into contractual agreements with employees to defer any portion of the employee's compensation.

Payment of premiums

SECTION 5. Notwithstanding any other provision of law, those persons designated to administer the Deferred Compensation Program are authorized to make payment of premiums for the purchase of fixed or variable annuities, savings, mutual funds and insurance contracts under the Deferred Compensation Program. Such payments shall not be construed to be a prohibited use of the general assets of the State or political subdivision.

Employees defined

SECTION 6. For the purposes of this act, "employees" means any person whether appointed or elected providing services for the State or any political subdivision thereof for which compensation is paid on a regular basis; *provided*, however, that members of the General Assembly shall not be considered employees for purposes of this act nor shall they be permitted to afford themselves of the benefits of this act.

Deferred Compensation Program to be additional

SECTION 7. The Deferred Compensation Program established pursuant to this act shall be in addition to retirement, pension or

benefit systems established by the State, federal government or political subdivision and no deferral of income under the Deferred Compensation Program shall affect a reduction of any retirement, pension, social security or other benefit provided by law. Any sum deferred under the Deferred Compensation Program shall not be subject to taxation until distribution is actually made to the employee.

Financial liability of state

SECTION 8. The financial liability of the State or political subdivision under a deferred compensation program shall be limited in each instance to the value of the particular fixed or variable annuity, insurance, savings or mutual fund contract purchased under this program and the State or political subdivision shall not be liable for any change in value of a policy at the time of settlement.

Further

SECTION 9. The Deferred Compensation Plan shall operate without cost or liability to the State, any of its departments, agencies, boards, commissions, institutions or political subdivisions except for the incidental expense of administering the deduction of the deferred funds and the remittance thereof.

Withdrawal from program

SECTION 10. Notwithstanding any other provision of law, upon thirty days notice to his employer and to the underwriter, an employee may cease making contributions to any deferred compensation program established for his benefit under the provisions of this act. All contracts entered into under the provisions of this act shall include a statement to this effect in the contract.

Time effective

SECTION 11. This act shall take effect upon approval by the Governor.

In the Senate House the 11th day of May

In the Year of Our Lord One Thousand Nine Hundred and Seventy-seven.

W. BRANTLEY HARVEY, JR.,

President of the Senate.

REX L. CARTER,

Speaker of the House of Representatives.

Approved the 17th day of May, 1977.

JAMES B. EDWARDS,

Governor.

South Carolina Retirement System



PURVIS W. COLLINS
DIRECTOR

BANKERS TRUST TOWER
P. O. BOX 11960 - CAPITOL STATION
COLUMBIA, S. C. 29211

October 19, 1978

C
Ms. Debra N. Ream
3601 Carriage House Road
Columbia, South Carolina 29206

O
Dear Ms. Ream:

P
I acknowledge receipt of your letter of October 13, 1978, submitting your resignation from the Deferred Compensation Commission. I regret other obligations necessitate this decision, however, it is understandable.

Y
It appears that recent Congressional action will overcome the status quo position of the Internal Revenue Service. Hopefully, our plan will be approved within the next few months and the program implemented by July 1, 1979.

On behalf of the Budget and Control and the Commission, I am pleased to extend appreciation for your service in the initial stages of this work. It should result in a valuable benefit to public employees in South Carolina.

With best wishes and kindest personal regards, I am

Sincerely yours,

Purvis W. Collins

CC:cfb



STATE OF SOUTH CAROLINA

OFFICE OF THE STATE AUDITOR
P. O. BOX 11333
COLUMBIA
29211

WILLIAM T. PUTNAM
STATE AUDITOR

TELEPHONE
(803) 758-3106

August 10, 1977

Ms. Debra Ream
3818 Trenholm Road
Columbia, South Carolina

Dear Ms. Ream:

This letter is to confirm your appointment by the State Budget and Control Board to a one-year term as a member of the Deferred Compensation Commission.

The Budget and Control Board would like to express its appreciation to you for agreeing to serve in this capacity and to give of your time and talents in a service that will definitely benefit your fellow employees. It is hoped that you will consider it an honor to have been one of five individuals selected at large to represent thousands of public employees.

Mr. Purvis Collins, Director of the State Retirement System, will serve as Chairman of this Commission. He has advised that he will be contacting each member in the not too distant future concerning the first meeting.

Yours very truly,

William T. Putnam, Secretary
State Budget and Control Board

WTP:sc

xc: Mr. Purvis Collins

3601 Carriage House Road
Columbia, South Carolina
October 13, 1978

Mr. Purvis Collins
South Carolina Retirement Systems
P. O. Box 11960
Capitol Station 29211

Dear Mr. Collins:

This is a letter of resignation regarding my position on the Deferred Compensation Commission. When I accepted the position, I did so thinking that it would be only for a year. Because of the circumstances of which you are aware, the work has been continued beyond that. Other obligations at this time necessitate my resigning, although I have found this association most interesting and worthwhile.

As a state employee, I look forward to the final product of this commission and wish you well in this pursuit.

Sincerely yours,

Debra N. Ream

STATE BUDGET AND CONTROL BOARD

EXECUTIVE SESSION

MEETING OF November 10, 1978

AGENDA ITEM NUMBER 4

Agency: Deferred Compensation Commission

Subject: Appointment of Replacement Member

Retirement System Director Collins, in his capacity as chairman of this Commission, has advised that Ms. Debra Ream has resigned and that a replacement member should be appointed to a three-year term by the Board. Mr. Collins noted that Ms. Ream is a public school employee and that the Board may wish to consider that factor in naming her replacement although the act merely requires that the membership consist of public employees.

*Carried
over*

Board Action Requested:

Consider

Staff Comment:

Attachments:

Collins October 19, 1978 letter to Putnam, plus attachments

OCT 23 1978

South Carolina Retirement System

PURVIS W. COLLINS
DIRECTOR



BANKERS TRUST TOWER
P. O. BOX 11960

Columbia

29211

October 19, 1978

Mr. William T. Putnam, Executive Director
State Budget and Control Board
Post Office Box 11333
Columbia, South Carolina 29211

Dear Bill:

I am enclosing a copy of the letter from Ms. Debra Ream resigning as a member of the Deferred Compensation Commission. Also, my acknowledgment, and your letter of August 10, 1977 informing her of the appointment.

Ms. Ream was appointed to a one year term, however, her replacement, in accordance with the Act, should be appointed by the Board to a three year term. Ms. Ream is a public school employee, the Board may wish to consider this in her replacement; however, the Act merely requires public employees.

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I will be pleased to provide additional information as desired.

With best wishes and kindest personal regards, I am

Sincerely yours,

Purvis W. Collins

P.S. As ready reference, I enclose a copy of the Act.

(R161, H2286)

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Be it enacted by the General Assembly of the State of South Carolina:

Purpose

SECTION 1. The purpose of this act is to enable employees of the State, its agencies and political subdivisions to participate in voluntary deferred compensation plans authorized by the United States Internal Revenue Code as interpreted and administered by the Internal Revenue Service, thereby permitting such employees to obtain the advantages inherent in such plans relative to the income tax treatment of the contributions and disbursements made pursuant to tax sheltered voluntary income deferment plans.

Commission

SECTION 2. A Deferred Compensation Commission is hereby established consisting of seven members which shall include the Director of the South Carolina Retirement System, the Executive Director of the State Employees' Association and five other public employees to be appointed by the State Budget and Control Board, at least two of whom shall be State employees. The appointed members shall serve for terms of three years and until their successors are appointed and qualify except that of those initially appointed one shall serve for one year, three for two years and three for three years. The Budget and Control Board shall designate the chairman.

The commission shall establish such rules and regulations as it deems necessary to implement and administer the Deferred Compensation Program. The commission shall make such administrative appointments and contracts as are necessary to carry out the purpose and intent of this act and in the administration of account assets. For purposes of administering this program an individual account shall be maintained in the name of each employee.

The commission shall select, through competitive bidding and contracts, plans for purchase of fixed and variable annuities, savings, mutual funds, insurance and such other investments as the commission may approve which are not in conflict with the State Constitution and with the advice and approval of the State Treasurer.

Costs of administration may be paid from the interest earnings of the funds accrued as a result of deposits or as an assessment against each account.

Contract between state and employee

SECTION 3. The State or any political subdivision thereof may, by contract, agree with any employee to defer, not more than twenty-five percent of his compensation and may subsequently with the consent of the employee contract for purchase or otherwise procure fixed or variable annuities, savings, mutual funds, insurance or such other investments as the commission may approve for the purpose of carrying out the objectives of the program with the advice and approval of the State Treasurer. The investments shall be underwritten and offered in compliance with applicable federal and state laws and regulations by persons who are authorized by the commission in accordance with the provisions of this act.

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Time effective

SECTION 11. This act shall take effect upon approval by the Governor.

In the Senate House the 11th day of May

In the Year of Our Lord One Thousand Nine Hundred and Seventy-seven.

W. BRANTLEY HARVEY, JR.,
President of the Senate.

REX L. CARTER,
Speaker of the House of Representatives.

Approved the 17th day of May, 1977.

JAMES B. EDWARDS,
Governor.

South Carolina Retirement System



PURVIS W. COLLINS
DIRECTOR

BANKERS TRUST TOWER
P. O. BOX 11960 - CAPITOL STATION
COLUMBIA, S. C. 29211

October 19, 1978

C
O
P
Y

Ms. Debra N. Ream
3601 Carriage House Road
Columbia, South Carolina 29206

Dear Ms. Ream:

I acknowledge receipt of your letter of October 13, 1978, submitting your resignation from the Deferred Compensation Commission. I regret other obligations necessitate this decision, however, it is understandable.

It appears that recent Congressional action will overcome the status quo position of the Internal Revenue Service. Hopefully, our plan will be approved within the next few months and the program implemented by July 1, 1979.

On behalf of the Budget and Control and the Commission, I am pleased to extend appreciation for your service in the initial stages of this work. It should result in a valuable benefit to public employees in South Carolina.

With best wishes and kindest personal regards, I am

Sincerely yours,

Purvis W. Collins

PWC:cfb



STATE OF SOUTH CAROLINA

OFFICE OF THE STATE AUDITOR
P. O. BOX 11333
COLUMBIA
29211

WILLIAM T. PUTNAM
STATE AUDITOR

TELEPHONE
(803) 758-3106

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The Budget and Control Board would like to express its appreciation to you for agreeing to serve in this capacity and to give of your time and talents in a service that will definitely benefit your fellow employees. It is hoped that you will consider it an honor to have been one of five individuals selected at large to represent thousands of public employees.

Mr. Purvis Collins, Director of the State Retirement System, will serve as Chairman of this Commission. He has advised that he will be contacting each member in the not too distant future concerning the first meeting.

Yours very truly,

William T. Putnam, Secretary
State Budget and Control Board

WTP:sc

xc: Mr. Purvis Collins

3601 Carriage House Road
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October 13, 1978

Mr. Purvis Collins
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P. O. Box 11960
Capitol Station 29211

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As a state employee, I look forward to the final product of this commission and wish you well in this pursuit.

Sincerely yours,

Debra N. Ream



STATE BUDGET AND CONTROL BOARD

EXECUTIVE SESSION

MEETING OF January 4, 1979

AGENDA ITEM NUMBER

EXHIBIT XIX
3 1/4/79

Agency: Office of Executive Director

Subject: Procedure on Claim Against the State

Tom Koob against USC

(Please refer to attached letter from Easlinger & Knowles)

Board Action Requested:

Consider procedure for handling (same as for Lentine against Arts Commission?)

Staff Comment:

Attachments:

Referenced letter

ESLINGER & KNOWLES
ATTORNEYS AT LAW

1210 PICKENS STREET
COLUMBIA, S. C. 29201

December 29, 1978

VICTORIA L. ESLINGER
LUCY M. KNOWLES
ANN L. FURR

TELEPHONE
(803) 771-8774

Furr

Office of Comptroller General
Mr. Earle E. Morris, Jr.
Post Office Box 11228
Columbia, South Carolina 29211

RE: Budget and Control Board Hearing Request for Tom
Koob and Budget and Control Board Hearing Request
for Michael Lentine

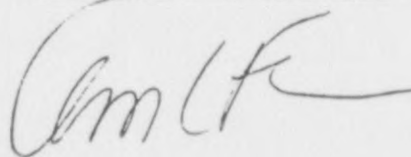
Dear Mr. Morris:

The purpose of this letter is to respectfully request
a withdrawal of my request for Budget and Control Board
Hearings in the above-styled cases. I apologize to you
for any inconvenience caused in this case.

Thank you very much for your help in this matter.

Sincerely,

ESLINGER & KNOWLES



Ann L. Furr

ALF/drh
cc: Ms. Kathy Hill
Mr. Tom Koob
Mr. Michael Lentine

Dee

ESLINGER & KNOWLES
ATTORNEYS AT LAW

1210 PICKENS STREET
COLUMBIA, S. C. 29201

VICTORIA L. ESLINGER
LUCY M. KNOWLES
ANN L. FURR

December 13, 1978

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TELEPHONE
(803) 771-8774

Governor James B. Edwards
Chairman
Governor's Office
State House
Columbia, S. C. 29201

Re: Claim of Tom Koob against the University
of South Carolina

Dear Sir:

The purpose of this letter is to make a formal claim pursuant to South Carolina Code Ann. §2-9-10. Mr. Tom Koob was contacted by Mr. George Anson, an employee of the University of South Carolina's PACE program, regarding a teaching assignment. Mr. Anson contracted with Mr. Koob to teach two courses aboard the U.S.S. Pratt and two courses aboard the U.S.S. Bowen as it traveled from Charleston around to South America. This was to begin in July of 1978. Mr. Koob was told that he would be paid \$850 for each course. Mr. Koob had taught a number of other courses previously under the same sort of arrangement. Pursuant to their oral contract Mr. Koob departed Charleston in July of 1978 aboard the U.S.S. Pratt. It soon became apparent to Mr. Koob that no courses had been set up aboard the Pratt prior to departure. It also became apparent to him that the Bowen had no intention of having any courses and there indeed was not even room for him to sleep aboard the Bowen. In addition to this Mr. Koob encountered difficulties aboard the Pratt that made it so difficult that he was unable to conduct any courses. At this point Mr. Koob flew home from South America.

In addition to the above salary it was understood that Mr. Koob's room and board would be taken care of for the time that he was aboard the ship. In view of this and the contract with the University, Mr. Koob had sublet his house and therefore was without a place to stay when he returned.

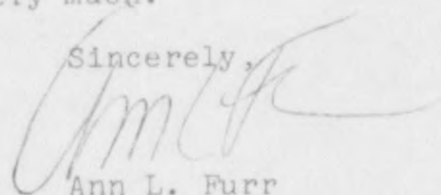
Mr. Koob's monetary claim is for the amount of \$3400. This is \$850 for each of the 4 courses.

Governor James B. Edwards
December 13, 1978
Page Two

Mr. Koob would respectfully request a hearing at the earliest possible date before the Budget and Control Board regarding this matter.

If you desire any further information, please do not hesitate to contact me. Thank you very much.

Sincerely,



Ann L. Furr

ALF/awl

Attachment

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TYPE-ERASE
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ESLINGER & KNOWLES
ATTORNEYS AT LAW

1210 PICKENS STREET
COLUMBIA, S. C. 29201

VICTORIA L. ESLINGER
LUCY M. KNOWLES
ANN L. FURR

July 10, 1978

TELEPHONE
(803) 771-8774

Mr. William T. Putnam, Secretary
Budget and Control Board
P.O. Box 11333
Columbia, South Carolina 29211

RE: Michael Lentine; Petition Pursuant to S.C. Code
of Laws §2-9-10

Dear Mr. Putnam:

Pursuant to the S.C. Code of Laws §2-9-10, I would respectfully request on Mr. Lentine's behalf that the State Budget and Control Board consider this claim.

Michael Lentine's first job with the Arts Commission was occasionally visiting communities as a visiting artist for a week at a time. He would conduct a workshop in a local school and the collaboration effort would later be published by the Commission and distributed to the community. Michael was paid \$300.00 a week for these occasional workshops. The first such workshop was conducted in Hardeeville in October of 1975. The next took place in January of 1976 in Walahalla. The last such workshop was at Parkersville Elementary School in April of 1976. All of the above workshops were arranged by Joyce Huey, and she arranged with Michael Lentine to work at the various schools. There were no written contracts, and in all cases, Michael Lentine was paid as promised.

The week following the last workshop (April, 1976) Michael met with Joyce Huey in Columbia and rode to Pawley's Island to read the story that had been written by the children to the assembled school. During this drive, Joyce asked Michael if he would be interested in an honorarium in Georgetown. She explained to him that the artist in residence would be paid \$1,000.00 a month to live in the area, conduct a workshop, pursue his own work, and arrange for visiting artists to expose the natives to various art experiences. She told Michael, at this point, that she felt that he deserved an honorarium. Before the end of the school term, Joyce met with the assistant supervisor of education (Comptroller) of Georgetown and the assembled principals and outlined her program to them;

Michael went along with her as support. She spoke again of the honorarium in no uncertain terms.

At this time, Michael suggested to Joyce Huey that the Arts programs for Georgetown County would operate better with a permanent home since several schools were to be served by the program. He arranged for Ms. Huey to be taken for a boat ride down the river, and she became very excited about the idea. The Arts program had frequently used travelling buses for the same purpose, and she envisioned the boat as replacing one of the buses then in use in their Arts in Motion program. In May of 1976, she explained to Michael that it was administratively prohibited for the Commission to buy the boat outright. She went on to explain that they could use the boat in the same fashion as their buses, i.e. by leasing them. She then suggested that Michael buy the boat to use in the Arts program and the Commission would in turn lease the boat from him in an amount that would cover his payments for it. Michael explained to Joyce that he had no money to buy a \$7,000.00 boat. She suggested that if he could arrange financing for the boat that she would write letters to the Financial Institution to verify the contracts.

Michael became enthusiastic about the project. The boat was large enough to carry people and their supplies about the area. Rather than daily travelling to and setting up at an individual school, Michael could dock or anchor at an area near several schools and have those interested gather together. The boat would thus solve a number of logistical problems.

Joyce constantly assured Michael that the project was approved and encouraged him to go ahead and purchase the boat. It was going to be necessary to alter the boat somewhat, so it was necessary to make the purchase at this time so that the alterations could be made prior to the school term. Michael was working with Ms. Huey on exactly the same terms as he had in the past (i.e. no written contract) and he had no reason to doubt her statements.

Michael Lentine contacted Mr. Bill Elmore, an assistant vice-president for Bankers Trust in Columbia, South Carolina, regarding financing. Mr. Elmore in turn contacted Ms. Huey to verify the contractual arrangements. Ms. Huey assured Mr. Lentine that the Arts Commission intended to lease the boat from Mr. Lentine and further that they intended to hire Mr. Lentine as coordinator for the program. It was Mr. Elmore's understanding throughout the period that the Arts Commission through Joyce Huey and Mr. Lentine had reached an oral contract

and that it would be reduced to writing as soon as possible. Ms. Huey wrote several letters and notes to Mr. Elmore regarding this matter. The letter of August 2, 1976 is attached. This letter states specifically, "This will confirm our entering into a contractual agreement with Michael Lentine as Writer in Residence, with provisions for honorarium to cover professional services plus the \$700 per month lease agreement for the houseboat studio facility." Based on the written assurances by the Arts Commission, Mr. Elmore loaned Mr. Lentine money for the purchase and refurbishing of the boat.

Michael Lentine and several others worked throughout the summer to reconstruct the boat. Mr. Lentine was in contact with Ms. Huey and was constantly assured that the program was going ahead as planned. Over the summer the Arts Commission paid three people who helped reconstruct the boat.

The payments to Michael Lentine were to begin in August. The first inkling that anything was amiss occurred on August 15th when the first check failed to arrive at the bank. Bill Elmore contacted Ms. Huey who told him that the contracts were still in the works. Ms. Huey continued to assure Michael Lentine that the written contracts were in the works and would arrive soon. On August 21st, Michael Lentine contacted Ms. Huey; at this point, she told him that she could not work out the lease agreement but did not tell him the reason.

At this late date, Mr. Lentine was unable to secure any other employment as a writer. In September of 1976 in desperation, Mr. Lentine signed a contract to work in the Jasper County Schools for three months for the Arts Commission. For this, he was paid \$3,000.00. Mr. Lentine has, of course, been unable to lease the boat for any other purposes. He has also been unable to secure any other employment as a writer during the contract. He has had no further contact with Joyce Huey or the Arts Commission.

The agreement with Mr. Lentine was that he would be paid \$9,000.00 as the Writer in Residence for the school year. In addition, he would be paid \$700.00 per month (\$6300.00 per year) for the lease of the houseboat. The total that Mr. Lentine was to be paid for both the boat and his services was \$15,300.00. He was paid \$3,000.00. Mr. Lentine would respectfully request that the State Budget and Control Board award him the additional \$12,300.00 pursuant to his contractual agreement.

Mr. Putnam

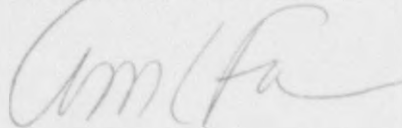
Page 4

July 10, 1978

Mr. Lentine will be happy to appear along with William Elmore before the State Budget and Control Board to verify the above facts. Thank you very much.

Sincerely,

ESLINGER & KNOWLES

A handwritten signature in cursive script, appearing to read 'Ann L. Furr', written in dark ink.

Ann L. Furr

ALF/drh

cc: Gov. James B. Edwards
Mr. Grady L. Patterson, Jr.
Mr. Earl E. Morris, Jr.
Sen. Rembert C. Dennis
Rep. Tom G. Mangum
Mr. Michael Lentine
Ms. Judy Cone

South Carolina Arts Commission
Boylston House - 829 Bland Street
Columbia, South Carolina 29201
Telephone: (803) 758-4442

August 2, 1976

Mr. Bill Elmore
Bankers Trust
131 State Street
West Columbia, SC

RE: Michael Lentine Loan Application

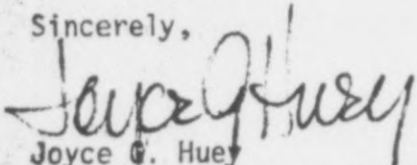
Dear Mr. Elmore:

This will confirm our entering into a contractual agreement with Michael Lentine as Writer in Residence, with provisions for honorarium to cover professional services plus the \$700 per month lease agreement for the houseboat studio facility.

A copy of this contract, with lease agreement, and all necessary paperwork will be forwarded to you immediately upon completion. Our agency is in the process of re-orienting our "new" executive director, Rick George, who returned to South Carolina effective today - and this paperwork has been ✓ on "hold" pending his return to the job.

Please don't hesitate to contact me if further information or clarification on any points. On Mr. Lentine's behalf and on behalf of all the children and adults who will have an opportunity to participate in this unique program, we thank you for your assistance.

Sincerely,



Joyce G. Huey
Artists in the Schools Program Coordinator
Arts in Education Division

cc: Michael Lentine

MEETING OF December 21, 1978

AGENDA ITEM NUMBER

2 1/4/79

Agency: Finance Division (Computer Systems Management)

Subject: Computer System for Trident Technical College

Director Charles H. Burr advises that an RFP was developed, after his Division worked with the staffs of the College and the State TEC Board to meet the quarterly registration and the maintenance of a local data base on all active students at the College and that 13 qualified vendors responded to the RFP issued on May 31, 1978.

Mr. Burr further indicates that, by the August 24, 1978 deadline, the following bids were accepted:

Digital Equipment Corporation	\$616,886
IBM Corporation	548,318
Sperry - Univac	454,977
NCR Corporation	370,685
Hewlett - Packard	310,722
Prime Computer	257,750

Mr. Burr further notes that the lowest bidder, Prime Computer, did not meet RFP requirements pertaining to the software system and that the next lowest bidder, Hewlett - Packard, refused to meet the maintenance response time requirement of the RFP.

Mr. Burr advised that the NCR Corporation met all requirements of the RFP, successfully completed the benchmark, and is prepared to sign a standard State EDP Agreement.

Board Action Requested:

Award bid to NCR Corporation, as recommended by Mr. Burr.

Staff Comment:

Attachments:

Burr 12/14/78 memorandum to Executive Director

MEETING OF December 21, 1978AGENDA ITEM NUMBER 2 1/4/79Agency: Finance Division (Computer Systems Management)Subject: Computer System for Trident Technical College

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Mr. Burr further notes that the lowest bidder, Prime Computer, did not meet RFP requirements pertaining to the software system and that the next lowest bidder, Hewlett - Packard, refused to meet the maintenance response time requirement of the RFP.

Mr. Burr advised that the NCR Corporation met all requirements of the RFP, successfully completed the benchmark, and is prepared to sign a standard State EDP Agreement.

Board Action Requested:

Award bid to NCR Corporation, as recommended by Mr. Burr.

Staff Comment:Attachments:

Burr 12/14/78 memorandum to Executive Director



STATE OF SOUTH CAROLINA
DIVISION OF COMPUTER SYSTEMS MANAGEMENT
STATE BUDGET AND CONTROL BOARD

P. O. BOX 11488
COLUMBIA, S. C. 29211

CHARLES H. BURR
DIRECTOR

TELEPHONE
(803) 788-3578

MEMORANDUM

TO: Executive Director, State Budget and Control Board

DATE: December 14, 1978

SUBJECT: Computer System for Trident Technical College; Recommendations for

1977 WTHW
On August 16, ~~1978~~, the President of Trident Technical College requested the Division of Computer Systems Management to work with the staffs of Trident and the State Board to develop a Request for Proposal to meet the current and future needs of Trident Tech. These needs, specifically, are the quarterly registration of the five campus systems and the maintenance of a local data base on all active students. The current batch-processing system creates confusion and causes courses to be over and under filled, and provides no way to immediately adjust class spaces to balance the student/space ratio.

The study was completed and the resulting RFP was issued on May 31, 1978 to thirteen (13) qualified vendors.

By the August 24, 1978 deadline the following bids were accepted:

Digital Equipment Corp.	\$616,886
IBM Corporation	548,318
Sperry - Univac	454,977
NCR Corporation	370,685
Hewlett - Packard	310,722
Prime Computer	257,750

The lowest bidder, Prime, did not meet the requirements of the RFP pertaining to the software system. One of the requirements of the RFP was for the vendor to provide an easy to use "Report Writer" that would enable administrative personnel to access the student data base and develop an in-house reporting capability without requiring an analyst and a programmer. Prime does not offer a report writer to interface with their data base.

The next lowest bidder, Hewlett - Packard, refused to meet the maintenance response time requirement of the RFP. They would not guarantee earlier than eight (8) hour response; the RFP required two (2) hour response.

MEMORANDUM

December 14, 1978

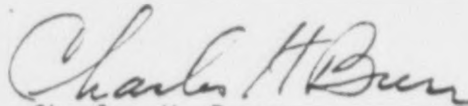
Page Two

NCR Corporation met all requirements of the RFP, successfully completed the benchmark and is prepared to sign a standard State EDP Agreement.

Funding will be by Federal Grant which has already been made available to Trident Tech.

The procurement of this equipment will not affect in any way the pending Department of Education (DOE) computer bid. We required that the equipment meet the communications protocol of the present twenty-five (25) MDS terminals. All twenty-five (25) terminals must operate on any new computer DOE acquires and this will be a requirement of the DOE RFP.

Based on the foregoing facts, award of the bid to NCR is recommended.



Charles H. Burr
Director

Approved: _____
W. T. Putnam

THE END