

MINUTES OF BUDGET AND CONTROL BOARD MEETING

SEPTEMBER 28, 1976 10:15 A.M.

The Budget and Control Board met at 10:15 a. m. on September 28, 1976, in the Alcoholic Beverage Control Commission Hearing Room in the Edgar A. Brown State Office Building with the following members in attendance:

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

Mr. F. Julian LeaMond was absent.

Also attending were W. T. Putnam, P. C. Smith and W. A. McInnis.

The following items of business were considered:

FINANCE DIVISION - REPORT ON GENERAL FUND FOR FISCAL YEAR 1975-76 -

State Auditor W. T. Putnam presented a report on general fund operations for fiscal year 1975-76 and recommended that the Budget and Control Board consider its adoption as required by law. Mr. Putnam pointed out that the general fund deficit at the end of 1975-76 amounted to \$16,309,443.68 and called the Board's attention to Section 134 of the 1976-77 Appropriation Act which provides that revenues received in 1976-77 shall be applied first to any deficit brought over from 1975-76.

Governor Edwards noted that, despite the hiring freeze, the eight percent cutback in appropriations, and other actions designed to restrain expenditures during 1975-76, the State still had a deficit. He emphasized that this deficit must be dealt with in the current year as required by law and noted that general fund revenues thus far in fiscal year 1976-77 are about 12.7 percent above last year but that a 15.4 percent increase is needed in order to cover appropriations for the current year. Governor Edwards stated that this situation points up the need for a new system of budgeting and expressed his intention as Governor and as Chairman of the Budget and

Control Board to take whatever steps may be required to take care of the deficit from 1975-76 and to build a budget recommendation for 1977-78 which is well within anticipated revenues.

Governor Edwards asked State Treasurer Patterson to comment on a letter which the Treasurer recently received from Standard & Poor's, a national bond rating service. Treasurer Patterson pointed out that the letter indicated that the State's most recent capital improvement bond issue, in the amount of \$70,000,000, had been rated AAA. At the same time, the Standard & Poor's letter expressed concern that the State's general fund had been in a deficit situation in the last two years and called the Treasurer's attention to the negative impact these deficits can have on the State's AAA bond rating. Treasurer Patterson concluded his comments by describing this letter as a very serious proposition which requires the State's most careful attention. Governor Edwards urged that members of the Budget and Control Board and members of the General Assembly who were present also consider the situation carefully and take whatever steps may be required to avoid damaging the State's excellent credit rating.

Upon a motion by Mr. Morris, seconded by Mr. Patterson, the Budget and Control Board approved the report on general fund operations for 1975-76 as presented.

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

STATE HOUSING AUTHORITY - SELECTION OF ARCHITECTS - State Auditor

Putnam reviewed the State Housing Authority's request for approval of architectural firms selected to perform design work in connection with the Authority's proposed housing projects. This item was considered but not acted on by the Board at its September 7, 1976 meeting in order that Board members might have an opportunity to review the Authority's "ninety-day report" which was required of the Authority by the General Assembly.

In the ensuing discussion, Governor Edwards restated his desire

to find some way to meet low-income housing needs other than through State ownership and operation of housing projects and reiterated his philosophical opposition to the State's entry into the housing business.

In response to questions from Board members, Mr. Steve Mayfield, Executive Director of the State Housing Authority, stated that:

(1) The costs of maintaining and operating the proposed projects would be borne by the projects themselves and that these costs would not be the State's responsibility;

(2) The Housing Authority did not plan to build large-scale projects; and

(3) That the Authority did not anticipate having any problems keeping the projects virtually fully-occupied.

After much discussion, upon a motion by Senator Dennis, seconded by Mr. Morris, the Budget and Control Board agreed that architectural firms should be selected to perform the design work needed by the Authority, with the reservation that any such approval by the Budget and Control Board does not infer subsequent project approval by the Board as may be required.

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

(SECRETARY'S NOTE - See Minutes of Budget and Control Board meeting held on September 29, 1976 for further Board action on this matter.)

CONSULTANT SERVICES CONTRACTS - State Auditor Putnam presented a list describing thirteen consultant services contracts which had been executed since July 1, 1976 and requested that the Budget and Control Board give retroactive approval to the contracts listed. Mr. Putnam indicated that he felt these contracts had been negotiated without the Board's approval through ignorance of the law which requires the Board's approval of such contracts and that his survey produced no evidence indicating a deliberate effort by any agency to violate the law in this regard. Mr. Putnam also noted that responses to a second letter sent to agencies by his office may include a few additional contracts which will require retroactive approval.



The Budget and Control Board, upon a motion by Mr. Morris, seconded by Mr. Patterson, gave retroactive approval to the thirteen contracts described on the list presented by Mr. Putnam.

The Budget and Control Board, upon a motion by Senator Dennis, delegated authority to the State Auditor to approve consultant services contracts which involve the payment of amounts under \$10,000.

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

STATE PERSONNEL DIVISION - SOURCE OF FUNDS FOR CONSULTANT CONTRACT -

Pursuant to approvals by the Budget and Control Board at its meetings on January 27, 1976, and on April 6, 1976, Tillinghast and Company has rendered a variety of services related to the State group insurance programs. However, minutes of these meetings do not indicate the source of funding to be used to pay for these services and, pending specific approval by the Board of these services and of their payment from the insurance appropriation, the Comptroller General's office is withholding its processing of a payment voucher for \$7,380.65 for Tillinghast and Company.

Mr. Putnam stated that it was clearly understood that the costs of these services were to have been paid from the insurance appropriation although the minutes do not specifically indicate this.

The Budget and Control Board, on a motion by Mr. Morris, seconded by Mr. Patterson, reaffirmed its approval of the performance of these services by Tillinghast and Company and authorized the payment for these services from the insurance appropriation.

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

PARKS, RECREATION AND TOURISM - EXPENDITURE OF APPROPRIATED FUNDS -

Senator-elect John C. Land apparently has requested that certain funds appropriated to the Department of Parks, Recreation and Tourism be expended on a boat landing to be operated by the county and located on Public Service



Authority property in Clarendon County.

The Budget and Control Board, upon a motion by Senator Dennis, seconded by Mr. Morris, directed the State Auditor and the Department of Parks, Recreation and Tourism to determine what can be done in response to Senator-elect Land's request and report back to the Budget and Control Board at a future meeting.

1977-78 BUDGET HEARINGS - At the conclusion of the regular business agenda, the Budget and Control Board heard budget requests for fiscal year 1977-78 from the following agencies:

Department of Mental Health  
Commission for the Blind  
Department of Health and Environmental Control  
Nuclear Advisory Council  
Commission on Alcohol and Drug Abuse

EXHIBIT I  
9/28/76

GENERAL FUND OPERATIONS

1975-76

	Budget 1975-76	Actual July 1, 1975- Aug. 31, 1976	Budget Balance Aug. 31, 1976
<u>Available Funds</u>			
Brought Forward from 1974-75	30 120 062 31	30 120 062 31	
Estimated Revenue:			
Regular Tax Sources	915 736 000 00	891 101 019 10	24 634 980 90
Other Sources	44 587 105 00	43 028 212 11	1 558 892 89
Revenue Sharing Funds	42 465 740 91	42 465 740 91	
Total (Estimated Revenue)	1 002 788 845 91	976 594 972 12	26 193 873 79
Total (Available Funds)	1 032 908 908 22	1 006 715 034 43	26 193 873 79
<u>Appropriations</u>			
General Operations:			
Brought Forward from 1974-75	25 737 135 00		
General Appropriation Act	966 176 762 47		
Supplemental Appropriation Acts	672 622 67		
Special Acts	54 597 52		
Total General Operations	992 641 117 66	962 130 099 33	
Aid to Subdivisions	70 639 693 16	69 797 941 94	
Capital Outlay and Non-recurring:			
Brought Forward from 1974-75	* 4 300 792 78	1 770 135 68	
Appropriations Carried Forward		20 483 437 16	
Total Appropriations	1 067 581 603 60	1 054 181 614 11	13 399 989 49
<u>Operating Loss</u>	(34 672 695 38)	(47 466 579 68)	12 793 884 30

\* Adjusted to reflect appropriation reduction of \$82,134.53.

GENERAL FUND REVENUE COLLECTIONS

Fiscal Year 1975-76

<u>Source</u>	<u>Revised Estimate</u>	<u>Actual Collections</u>	<u>Balance</u>
<u>Regular Tax Sources</u>			
Admissions Tax	3 200 000 00	3 798 268 52	(598 268 52)
Alcoholic Liquors Tax	33 000 000 00	30 819 102 24	2 180 897 76
Bank Tax	3 000 000 00	1 458 252 25	1 541 747 75
Beer and Wine Tax	42 800 000 00	40 481 663 56	2 318 336 44
Building and Loan Associations	1 150 000 00	437 584 11	712 415 89
Business License Tax	24 000 000 00	23 408 128 77	591 871 23
Coin-Operated Device Tax	1 432 000 00	1 311 765 12	120 234 88
Contractors' License Tax	400 000 00	376 219 15	23 780 85
Corporation License Tax	9 000 000 00	9 735 347 36	(735 347 36)
Documentary Tax	6 300 000 00	5 893 265 59	406 734 41
Electric Power Tax	11 500 000 00	10 562 501 88	937 498 12
Estate Tax	6 100 000 00	7 976 937 05	(1 876 937 05)
Fertilizer Inspection Tax	290 000 00	262 708 14	27 291 86
Gasoline Tax - Counties	14 600 000 00	15 583 579 21	(983 579 21)
Gift Tax	500 000 00	402 912 90	97 087 10
Income Tax	335 000 000 00	322 368 061 19	12 631 938 81
Insurance Tax	25 000 000 00	22 928 026 16	2 071 973 84
Motor Transport Fees	1 525 000 00	1 508 486 76	16 513 24
Retail Sales Tax	376 000 000 00	372 607 747 95	3 392 252 05
Retailers License Tax	470 000 00	568 177 69	(98 177 69)
Soft Drinks Tax	10 100 000 00	8 586 257 21	1 513 742 79
Workmen's Compensation Tax	2 300 000 00	2 103 917 39	196 082 61
Department of Agriculture	5 300 000 00	5 161 383 77	138 616 23
Miscellaneous Departmental Revenue	2 769 000 00	2 760 725 13	8 274 87
 Total - Regular Tax Sources	 915 736 000 00	 891 101 019 10	 24 634 980 90
<u>Other Sources</u>			
Earned on Investments	19 000 000 00	19 155 537 64	(155 537 64)
Public Service Assessment	1 300 000 00	1 289 814 38	10 185 62
Public Service Authority	850 000 00	843 995 53	6 004 47
Department-Supported Appropriations	3 114 000 00	2 353 317 00	760 683 00
Debt Service Transfers	19 423 105 00	18 477 262 21	945 842 79
Waste Service Loan Repayment	900 000 00	908 285 35	(8 285 35)
 Total - Other Sources	 44 587 105 00	 43 028 212 11	 1 558 892 89
 Total Revenue	 960 323 105 00	 934 129 231 21	 26 193 873 79



LAPSED FUNDS

Fiscal Year 1975-76

Personal Service	2 927 667 51
Employer Contributions:	
Retirement - Public School Employees	1 998 263 90
Retirement - State Employees	2 366 393 27
Group Life - Public School Employees	51 908 76
Group Life - State Employees	79 848 68
Retired Persona Under PIA	25 878 38
Police Officers - Life Insurance Plan	18 512 27
Social Security - Public School Employees	1 496 705 75
Social Security - State Employees	759 439 12
Aid to Subdivisions	841 751 22
All Others	<u>2 833 620 63</u>
Total	<u><u>13 399 989 49</u></u>

SURPLUS FUNDS

<u>Surplus</u> - Beginning 1975-76		21 567 979 12
Add: Housing Bond Fund Reserve - Cancelled (Act No. 1171 establishing the Bond Reserve Fund declared unconstitutional by S. C. Supreme Court)		10 000 000 00
Reduction in surplus appropriations by Budget and Control Board		<u>48 894 88</u>
Sub-total		31 616 874 00
Less: Loss 1975-76 Operations	47 466 579 68	
Appropriation to Mental Health Commission (Through oversight appropriation to the Commission was not brought forward from 1974-75)	459 738 00	47 926 317 68
	<u>                    </u>	<u>                    </u>
Balance - End of 1975-76 *		(16 309 443 68)
Less: Estimated Operating Gain for 1976-77		<u>92 624 00</u>
Balance - End of 1976-77 (Estimate)		<u>(16 216 819 68)</u>

\* Section 134 of the 1976-77 Appropriation Act provides that revenues received in 1976-77 shall be applied first to any deficit brought over from 1975-76.

GENERAL FUND OPERATIONS

1976-77

Available Funds

Brought Forward from 1975-76:

For General Operations

17 952 780 06

For Capital Outlay and Non-recurring

2 530 657 10

20 483 437 16

Estimated Revenues:

Regular Tax Sources

1 061 843 212 00

Revenue Sharing

30 000 000 00

Debt Service Transfers

24 522 000 00

Non-recurring Revenue

1 000 000 00

Waste Treatment Loan Repayments

900 000 00

Total Available Funds

1 138 748 649 16

Appropriations

General Operations:

Brought Forward from 1975-76

17 952 780 06

General Appropriation Act

1 047 359 624 00

Total (General Operations)

1 065 312 404 06

Aid to Subdivisions

70 638 667 00

Capital Outlay and Non-recurring:

Brought Forward from 1975-76

2 530 657 10

General Appropriation Act

174 297 00

Total (Capital Outlay and Non-recurring)

2 704 954 10

Total Appropriations

1 138 656 025 16

Operating Gain (Estimated)

92 624 00



COMMISSIONERS

James B. Edwards  
Governor

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Chairman

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Vice-Chairman

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Walter Fraser  
John Hardin  
Jimmy L. Martin  
Hezekiah Simmons  
P. C. Smith  
Sheddie Tetterton  
Nick A. Theodore



SOUTH CAROLINA STATE HOUSING AUTHORITY

September 22, 1976

9/28/76 EXHIBIT II

L. Steve Mayfield  
Executive Director

MAIN OFFICE

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1122 Lady Street  
Columbia, S. C. 29201  
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AREA OFFICE

P. O. Drawer 6668  
Century Plaza  
Greenville, S. C. 29606  
(803) 242-9733

MEMO TO: Bill Putnam

FROM: L. Steve Mayfield *LSM*

SUBJECT: State Budget and Control Board Approval of  
State Housing Authority Selected Architects

As you are aware, the Authority has been involved in the process of selecting architects for Authority-sponsored Farmers Home Administration Section 515/HUD Section 8 multi-family housing developments in numerous communities throughout the State since June 29, 1976, when we received approval from the Board to begin the interview and selection process.

The Authority's Commissioners interviewed and recommended twelve architectural firms in August, and I appeared again before the Board on September 7, 1976, to certify that all requirements specified by the State Budget and Control Board in the architectural selection process had been met, and to request that the Authority be permitted to proceed.

That request and the Board's decision was postponed until the next scheduled meeting which, it was indicated to me, would occur within about two weeks. The Governor requested that all members of the Board, plus Pat Smith and you, be given copies of the Authority's "Ninety-day Report." The report was delivered on the following day.

The time that has elapsed in the process of selecting architects is now creating severe problems. Three housing developments (in Cowpens, Ridgeland and Walterboro) are in serious straits because of the inability to proceed with the architectural plans. We can probably receive one thirty-day extension from HUD, but no more. If we fail to deliver the required architectural plans to HUD within the specified time frame, the Authority could lose its allotted Section 8 subsidy funds and the developments in the three communities named above will not be constructed.

Mr. Bill Putnam  
September 22, 1976  
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I have talked with John McPherson and he indicates that the Authority has taken every step required in the Board's architectural selection process. The Authority chose firms in the State most experienced in housing without regard to how much previous State work they have done. Experienced housing architects are essential if we are to meet HUD requirements as specified in the HUD Guidelines Handbook 44660.1, Section 2 - 13, which states the "architect will be deemed to meet the criteria for acceptance of certification if he has designed two or more multi-family housing projects involving mortgages insured by FHA in the recent past, and these projects were of the general size and type as the currently proposed project."

It is imperative, if the three herein mentioned developments are to be constructed, that the Board approve the Authority's architectural selection at the earliest possible date.

Please let me know whether it would be necessary or helpful to be in attendance at the Board's meeting to answer any further questions the members may have.

LSM:vpd

7  
COMMISSIONERS

James B. Edwards  
Governor

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SOUTH CAROLINA STATE HOUSING AUTHORITY

September 2, 1976

L. Steve Mayfield  
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MEMO TO: State Budget and Control Board

FROM: L. Steve Mayfield, Executive Director  
S. C. State Housing Authority

SUBJECT: Selection of Architects

The S. C. State Housing Authority's governing body, the Commissioners, are hereby requesting that the State Budget and Control Board approve the following architectural firms for the performance of architectural/engineering services in conjunction with the Authority's plans involving Section 8/515 multi-family housing developments for low-income citizens to be located throughout the State.

The Commissioners, through a screening committee process, interviewed all twenty-seven (27) architectural firms that responded to the Authority's legal advertisement on July 4th, 1976. The firms selected are eminently qualified to perform the desired services, based upon their considerable experience in designing HUD/Farmers Home Administration and/or FHA Minimum Property Standard multi-family developments.

In fulfillment of the concept presented and accepted by the Board at your June 29th meeting, the Authority divided the State into four geographic areas and recommends three architectural firms for each area. This concept permits the architects to work in a concentrated area and perform their services better. Additionally, the highest priority firm will be guaranteed the design work for developments totalling no more than \$1.5 million in total project costs. This \$1.5 million may involve only one or possibly as many as four developments in the geographic area involved. Thus, after the first firm has designed \$1.5 million worth of developments, the design for additional developments in that area would be given to the next priority firm. This will prevent any one firm from doing all or a majority of the Authority's architectural work.



Memo to  
State Budget and Control Board  
September 2, 1976  
Page 2

The firms selected are aware and agree to a "contingency" or "abandonment" type contract whereby they will receive a fee only when the developments reach the construction stage. The Federal Government is providing all permanent mortgage and subsidy funds and there are no State funds involved in any part of the development process. Since Federal funds are involved, all architectural fees are set and approved by the Federal Government agencies involved, the Department of Housing and Urban Development (HUD) and the Farmers Home Administration (FmHA).

The Authority proposes that this selection process remain in effect for a period of two years from the date of its approval.

LSM:vpd

Attachments: 1) Architectural firms interviewed  
2) Architectural firms selected by the Authority  
3) Geographic area map  
4) List of State Housing Authority-sponsored developments which have received preliminary approval from HUD

cc: Hugh C. Lane

— AUTHORITY HAS UNDERTAKEN NO CONSTRUCTION PROJECTS IN THE PRECEDING TWO YEARS.

## South Carolina State Housing Authority

ARCHITECTURAL FIRMS INTERVIEWED

August 17, 1976

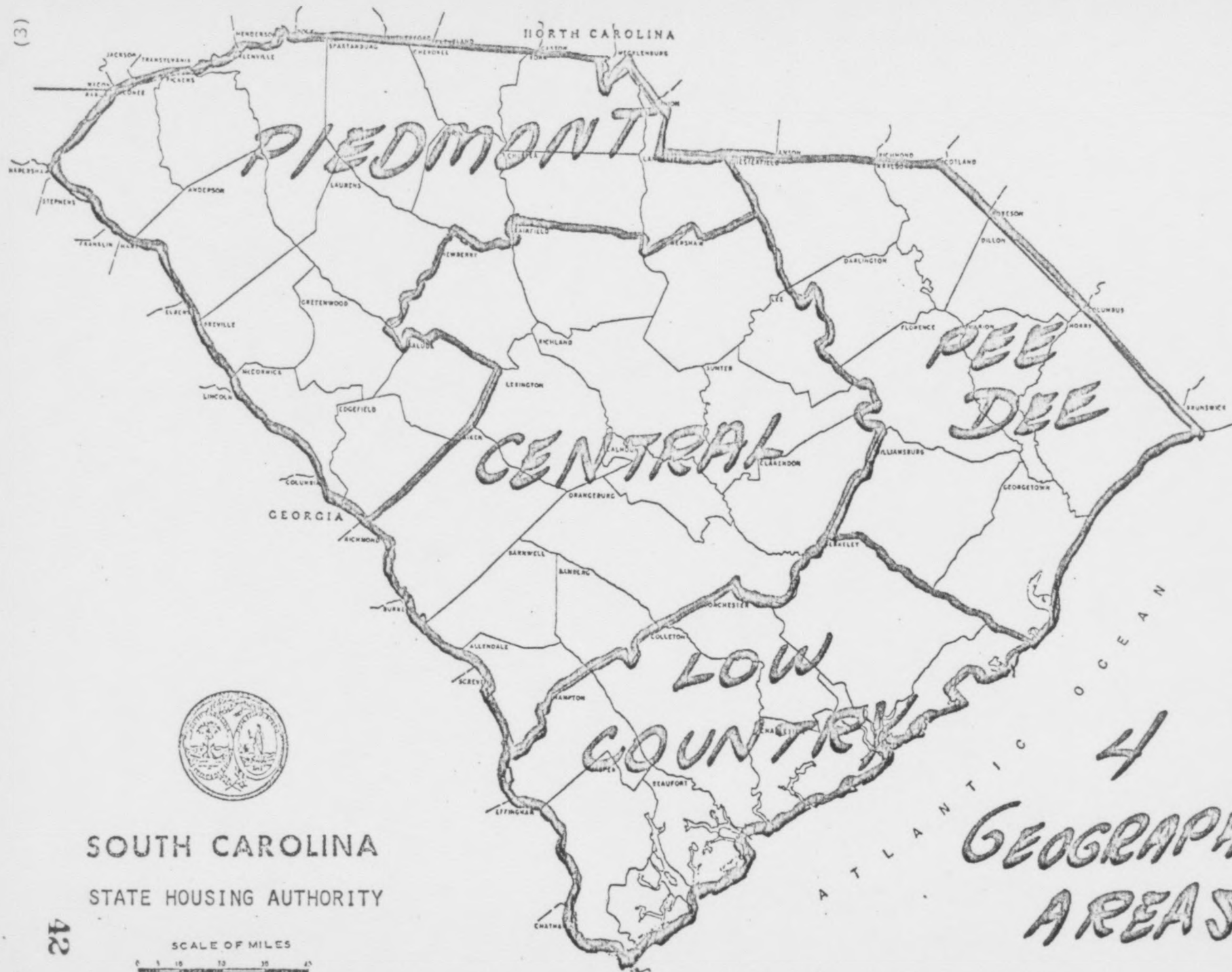
ARCHITECTS BOUDREAUX Columbia, S. C.	DEMETRIUS C. LIOLLIA & ASSOCIATES, AIA Charleston, S. C.
READ BARNES, AIA Charleston, S. C.	LUCAS & STUBBS ASSOCIATES, AIA Charleston, S. C.
BASHAR ALLEN & ASSOCIATES, AIA Greenville, S. C.	LYLES BISSETT CARLISLE & WOLFF, AIA Columbia, S. C.
BUCKLEY/NICHOLS, AIA Columbia, S. C.	McGINTY ASSOCIATES, AIA Hilton Head Island, S. C.
CARLISLE & LOVE ASSOCIATES, AIA Spartanburg, S. C.	JAMES D. MILLER & ASSOCIATES, AIA Greenville, S. C.
COLUMBIA ARCHITECTURAL GROUP, INC. Columbia, S. C.	NOONAN ENGINEERS/ARCHITECTS Greenville, S. C.
DEMOSTHENES, McCREIGHT & RILEY, AIA Sumter, S. C.	PEARLSTINE/ANDERSON, ARCHITECTS Columbia, S. C.
WILLIAM S. DOWIS, JR., AIA Florence, S. C.	RILEY BULTMAN COULTER ASSOCIATES, AIA Columbia, S. C.
FELLERS & ASSOCIATES, ARCHITECTS Beaufort, S. C.	WILBUR SMITH & ASSOCIATES Columbia, S. C.
GEIGER McELVEEN & KENNEDY, AIA Columbia, S. C.	TIMBES & CLARK, AIA Myrtle Beach, S. C.
GILLILAND-BELL ASSOCIATES Greenwood, S. C.	VICKERY/JENNINGS, ARCHITECTS Greenville, S. C.
JAMES & DuRANT, INC. Sumter, S. C.	BRUCE KLEE BROWN, AIA Greenville, S. C.
WILLIAM B. KAURIC, AIA Columbia, S. C.	
J. ALISON LEE, ARCHITECT Greenwood, S. C.	
LEE & PARTNERS, ARCHITECTS Hilton Head Island, S. C.	

ARCHITECTURAL FIRMS SELECTED AND RECOMMENDED BY  
THE SELECTION COMMITTEE

<u>Area</u>	<u>Priority</u>	<u>Firm</u>
PIEDMONT	1	Carlisle & Love Associates
	2	James D. Miller & Associates
	3	Gilliland-Bell Associates
CENTRAL	1	Geiger McElveen & Kennedy
	2	Columbia Architectural Group, Inc.
	3	Architects Boudreaux
PEE DEE	1	Lyles Bisset Carlisle & Wolff
	2	Demosthenes McCreight & Riley
	3	Timbes & Clark
LOW COUNTRY	1	Lucas & Stubbs Associates
	2	Lee & Partners, Architects
	3	Pearlstine/Anderson Architects



(3)



SOUTH CAROLINA  
STATE HOUSING AUTHORITY

SCALE OF MILES  
0 5 10 15 20 25

(4)

HUD SECTION 8 / FMHA SECTION 515  
APPLICATIONS SUBMITTED BY STATE HOUSING AUTHORITY\*/

<u>Location</u>	<u>No. Units</u>	<u>Type</u> <u>Elderly / Family</u>		<u>Estimated</u> <u>Development Cost</u>	<u>Preliminary</u> <u>Acceptance Rec'd</u>
Abbeville	48	48	0	\$ 702,600	
Blacksburg II**/	24	0	24	427,400	X
Cowpens	24	24	0	349,400	X
Honea Path	80	20	60	1,377,400	
Johnston	72	24	48	1,336,800	
Lake City	60	20	40	1,019,700	
Landrum II	36	0	36	660,700	
Loris	24	0	24	463,400	
McCormick II	20	0	20	371,400	X
Ridgeland	40	12	28	682,400	X
Varnville	48	18	30	766,200	X
Walterboro	68	16	52	1,176,700	X
<i>Totals:</i>	544	182	362	\$ 9,334,100	

\*/ As of August 26, 1976.

\*\*/ FmHA Section 515 only; no Section 8 involved.

COMMISSIONERS

James B. Edwards  
Governor

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Nick A. Theodore



SOUTH CAROLINA STATE HOUSING AUTHORITY

July 26, 1976

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TO: Architects on attached list

Dear \_\_\_\_\_:

Thank you very much for your response to my advertisement regarding the provision of architectural/engineering services for the Authority's proposed multi-family and/or elderly housing developments in the Piedmont, Central, Pee Dee and Low Country areas of the State. We have received numerous resumes and are currently developing a selection process acceptable to the State Budget and Control Board's instructions. At this time, it is anticipated that the Authority will initially interview every submittee to discuss with you our proposed plans, activities, developments, needs, specifications, etc. We will then narrow the field and have a more detailed discussion with the finalists.

The Authority's governing body, the Commissioners, will be meeting at their regularly scheduled monthly meeting on August 10. At that time, they are expected to finalize the selection process. You will be contacted shortly after the August 10th meeting and informed of what procedures the Authority will follow.

We appreciate your interest in the Authority's developments and we look forward to interviewing you in the near future.

Best personal regards,

L. Steve Mayfield  
Executive Director

LSM:vpd

cc: Hugh C. Lane, Chairman  
S. C. State Housing Authority

bc: State Auditor Bill Putnam



# ARCHITECTS

Mr. John A. Boudreaux, AIA  
ARCHITECTS BOUDREAUX  
2221 Devine St  
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799-0247

Carl G. Baker, AIA  
CARL G. BAKER, ARCHITECTS  
568 Third St - P. O. Box 520  
Beaver, Penn. 15009  
412/ 774-4104

Mr. Read Barnes, AIA  
READ BARNES, AIA  
155 E. Bay Street  
Charleston, S. C. 29401  
577-5791

Mr. Edgar A. Semchenko, AIA  
BASHAR ALLEN & ASSOCIATES  
2720 Wade Hampton Boulevard  
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244-8344

Mr. Martin B. Buckley, AIA  
BUCKLEY/NICHOLS, AIA  
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799-8884

Mr. Harry Love  
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...

Mr. Allen S. Marshall, AIA  
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Mr. O. B. Riley, AIA  
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773-3211

Mr. William S. Dowis, Jr., AIA  
WILLIAM S. DOWIS, JR. AIA  
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669-5223

Mr. Robert H. Fellers, AIA  
FELLERS & ASSOCIATES, ARCHITECTS  
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524-2664

Mr. William N. Geiger, Jr., AIA  
GEIGER McELVEEN & KENNEDY  
1735 St. Julian Place  
Columbia, S. C. 29204  
779-4630

Mr. A. Dale Gilliland  
GILLILAND-BELL ASSOCIATES  
Architects/Engineers/Planners  
East Creswell Avenue  
P. O. Box 3134  
Greenwood, S. C. 29646  
223-6683

Mr. B. S. Klein, Architect  
LOCKWOOD GREENE ASSOCIATES, INC.  
P. O. Box 491  
Spartanburg, S. C. 29301  
582-2351

Mr. Frank L. Holroyd, Jr.  
HOLROYD & JOHNSON  
The Levee at Fifth  
Augusta, Georgia 30901  
724-6180

Mr. J. F. James, AIA  
JAMES & DuRANT, INC.  
128 E. Liberty Street  
Sumter, S. C. 29150  
773-3318

Mr. William B. Kauric, AIA  
WILLIAM B. KAURIC, AIA  
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Mr. J. Alison Lee, AIA  
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Greenwood, S. C. 29646  
229-3709

Mr. Jakie H. Lee, AIA  
LEE AND PARTNERS, ARCHITECTS  
P. O. Box 5315  
Hilton Head Island, S. C. 29928  
785-5171

## Architects

- 2 -

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DEMETRIUS C. LIOLLIA & ASSOCIATES  
P. O. Box 31187  
517 Wappoo Road  
Charleston, S. C. 29407  
536-2178

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Mr. John L. Mack, Jr.  
Director of Development  
LUCAS & STUBBS ASSOCIATES  
255 East Bay Street  
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577-4444

---

Mr. Robert T. Lyles  
Lyles Bissett Carlisle & Wolff  
Bankers Trust Tower  
Columbia, S. C. 29202  
779-3000

---

Mr. Richard A. McGinty  
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785-2444

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Mr. James D. Miller  
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242-0177

---

Mr. James L. Townsend, Jr. AIA  
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242-3700

---

Mr. David L. Narramore, AIA  
NOONAN ENGINEERS/ARCHITECTS  
P. O. Box 1388  
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277-7950

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PEARLSTINE/ANDERSON, ARCHITECTS  
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Mr. Rufus D. Lewis, Jr., AIA  
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---

Mr. Larry C. Timbes, Partner  
TIMBES & CLARK  
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Myrtle Beach, S. C. 29577  
449-5204

---

Mr. Wilber Tomberlin, AIA  
President  
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14 Perimeter Park - Suite 102  
Atlanta, Georgia 30341  
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---

Mr. Robert O. Vickery  
VICKERY/JENNINGS, ARCHITECTS/PLANNERS  
Professional Plaza Building  
25 Sweetbriar Road  
Greenville, S. C.  
268-4082

---

7/26/76  
/vpd





# CENTRAL

ARCHITECT/ENGINEER *GEIGER, McELVEEN, KENNEDY*

Project No	E-1 Approved	Title	Construction Cost	Project Cost
9-90	1-21-72	STADIUM ROAD FACILITY	1 750 164.00	2 000 000.00
11-1	7-2-71	RECEPTION & EVALUATION CTR	928 800.62	1 092 613.10
21-45	1-24-71	WOMENS SECURITY COMPLEX	1 749 544.00	1 977 495.00
21-46	4-28-71	MEN'S MAXIMUM SECURITY COMPLEX, PH I	6 823 634.00	7 928 045.42
25-23	9-15-70	MARRIED STUDENT HOUSING	184 783.68	200 000.00
26-77	11-2-71	STUDENT HOUSING	241 372.90	276 000.00
26-80	7-26-72	ADDICTION CENTER	2 662 507.00	3 259 733.02
27-76	11-13-70	COLLEGE OF BUSINESS ADMIN.	2 389 574.00 4 274 870.10	5 350 000.00
43-2	8-4-71	CENTRAL ENERGY FACILITY	1 591 323.19	1 900 000.00
43-5	5-12-72	ADDN. WOMEN'S DORM	910 400.00	1 100 000.00
11-5	1-24-74	EAST CAMPUS FACILITIES	4 074 734.00	5 518 050.00
18-26	10-30-73	SCHOOL BLDG & LAUNDRY	1 270 684.50	1 475 000.00
19-71	1-23-74	ALLIED HEALTH SCIENCES	2 120 700.00	2 500 000.00
21-60	10-29-73	ADDN. ADMINISTRATION BLDG	1 419 296.42	1 626 002.50
25-27	10-25-73	MEN'S DORMITORY	1 590 543.68	1 722 287.20
44-3	2-19-74	ADULT ADJUSTMENT & TRAINING CENTER	2 356 577.00	2 970 000.00
21-62	5-2-74	MAXIMUM SECURITY - PH. II	2 661 724.00	3 643 000.00
25-28	10-29-73	NEW MARRIED STUDENTS HOUSING	404 420.19	451 000.00
32-37	12-9-74	NEW CENTRAL OFFICE BLDG - EMPLOYMENT SECURITY	3 736 992.12	4 300 000.00
21-84	3-17-75	WOMENS SECURITY COMPLEX - PH II	1 125 851.49	1 306 200.00
27-93	9-4-73	AUDITORIUM		2 500 000
11-7	2-2-76	COMMUNICATIONS SYSTEM - EAST CAMPUS	69 900.00	71 950
32-40	1-8-75	HEALTH & ENVIRON CONTROL LAB - STATE PARK	4 171 000.00	5 236 494.30
				48

1976 total 41 059 422.09  
1974 total 21 219 472.61



2.

[illegible]



Per Dec

ARCHITECT/ENGINEER LYLES BISSETT CHARLISLE & WOLFF

Project No	E-1 Approved	Title	Construction Cost	Project Cost
6-16	6-29-72	COLUMBIA TEC - CLASSROOM FAC.	685 732.70	686 182.00
6-17	6-22-73	COLUMBIA TEC - FIREMENS TNG. FAC.	348 435.55	477 270.66
9-87	9-3-71	ALUMNI ASSOC.	359 211.00	375 000.00
9-97	1-12-73	UNIVERSITY UNION	2 677 413.23	3 246 000.00
13-4	6-7-72	ADDN SLED Hq	433 410.00	592 514.00
19-52	12-1-70	ADDN WEST WING HOSPITAL	1 613 790.54	2 213 593.00
19-55	8-30-71	COMPLETE SHELLD-IN AREAS, BASIC SCI. I	27 575.00	29 078.25
19-58	3-21-72	" " " " " II	277 631.00	381 322.00
19-61	8-17-72	CLINICAL SCIENCE BLDG	8 467 759.21	11 091 948.14
25-25	4-8-71	AUDITORIUM ARTS CENTER	2 101 078.55	2 300 000.00
27-84	11-4-71	ADDN. THOMAS COOPER LIBRARY	6 766 971.00	8 897 500.00
27-92	7-24-73	RUSSELL HOUSE ADDN III	3 829 880.00	4 200 000.00
30-47	7-2-72	BONNEAU FISHERIES	531 286.90	584 063.00
32-22	1-24-71	CRIMINAL JUSTICE TNG. ACAD.	2 287 047.31	2 624 535.16
32-25	5-18-71	EDGAR A. BROWN BLDG	3 978 726.00	4 500 000.00
33-5	12-4-70	STAFF HOUSING	263 776.20	325 772.04
35-59	5-23-72	LOWER RICHLAND SCHOOL BUS MAINT. SHED	123 838	215 573.10
37-9	4-13-70	SWIMMING POOL - RCHC	127 761.52	139 093.50
37-12	4-21-70	ENLARGE FOOD STORAGE, FREEZER, RCHC	8 754.00	9 172.60
37-13	4-21-70	WAREHOUSE, SHOPS, LAUNDRY - RCHC	328 465.41	384 002.21
40-60	9-18-72	DEENER ISLAND DEV.	1 211 725.35	2 166 610.00
42-4	9-25-70	LIBRARY	1 326 327.72	1 430 963.00
42-7	2-12-72	STUDENT ACTIVITIES CTR	2 590 403.13	3 500 000.00
43-7	4-12-73	STUDENT SERVICE CTR	2 000 144.94	3 009 075.00
32-34	8-2-74	BLATT & GRESSETT BLDGS	14 192 982.33	15 750 000.00
27-102	10-21-74	LIBRARY, CLASSROOMS - SPARTANBURG	2 096 268.47	2 500 000.00

ARCHITECT/ENGINEER DEMOSTHENES, MCCREIGHT &amp; RILEY

52

LOW COUNTRY

ARCHITECT/ENGINEER LUCAS, STUBBS & LONG

[illegible]





ARCHITECT/ENGINEER PEARLSTINE ANDERSON

[illegible]

EXHIBIT II  
9/28/76

State Housing Authority  
Architect Contracts  
Considered at 9/7/76 Btch meeting  
Carried over

EXHIBIT II  
9/28/76



7  
COMMISSIONERS

James B. Edwards  
Governor

Hugh C. Lane  
Chairman

Hemphill Pride II  
Vice-Chairman

Dr. E. K. Aycock  
Walter Fraser  
John Hardin  
Jimmy L. Martin  
Hezekiah Simmons  
P. C. Smith  
Sheddie Tetterton  
Nick A. Theodore



SOUTH CAROLINA STATE HOUSING AUTHORITY

September 2, 1976

L. Steve Mayfield  
Executive Director

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1122 Lady Street  
Columbia, S. C. 29201  
(803) 758-2844

AREA OFFICE

P. O. Drawer 6668  
Century Plaza  
Greenville, S. C. 29606  
(803) 242-9733

MEMO TO: State Budget and Control Board

FROM: L. Steve Mayfield, Executive Director  
S. C. State Housing Authority

SUBJECT: Selection of Architects

The S. C. State Housing Authority's governing body, the Commissioners, are hereby requesting that the State Budget and Control Board approve the following architectural firms for the performance of architectural/engineering services in conjunction with the Authority's plans involving Section 8/515 multi-family housing developments for low-income citizens to be located throughout the State.

The Commissioners, through a screening committee process, interviewed all twenty-seven (27) architectural firms that responded to the Authority's legal advertisement on July 4th, 1976. The firms selected are eminently qualified to perform the desired services, based upon their considerable experience in designing HUD/Farmers Home Administration and/or FHA Minimum Property Standard multi-family developments.

In fulfillment of the concept presented and accepted by the Board at your June 29th meeting, the Authority divided the State into four geographic areas and recommends three architectural firms for each area. This concept permits the architects to work in a concentrated area and perform their services better. Additionally, the highest priority firm will be guaranteed the design work for developments totalling no more than \$1.5 million in total project costs. This \$1.5 million may involve only one or possibly as many as four developments in the geographic area involved. Thus, after the first firm has designed \$1.5 million worth of developments, the design for additional developments in that area would be given to the next priority firm. This will prevent any one firm from doing all or a majority of the Authority's architectural work.

Memo to  
State Budget and Control Board  
September 2, 1976  
Page 2

The firms selected are aware and agree to a "contingency" or "abandonment" type contract whereby they will receive a fee only when the developments reach the construction stage. The Federal Government is providing all permanent mortgage and subsidy funds and there are no State funds involved in any part of the development process. Since Federal funds are involved, all architectural fees are set and approved by the Federal Government agencies involved, the Department of Housing and Urban Development (HUD) and the Farmers Home Administration (FmHA).

The Authority proposes that this selection process remain in effect for a period of two years from the date of its approval.

LSM:vpd

Attachments: 1) Architectural firms interviewed  
2) Architectural firms selected by the Authority  
3) Geographic area map  
4) List of State Housing Authority-sponsored developments which have received preliminary approval from HUD

cc: Hugh C. Lane

— AUTHORITY HAS UNDERTAKEN NO CONSTRUCTION PROJECTS IN THE PRECEDING TWO YEARS.

## South Carolina State Housing Authority

ARCHITECTURAL FIRMS INTERVIEWED

August 17, 1976

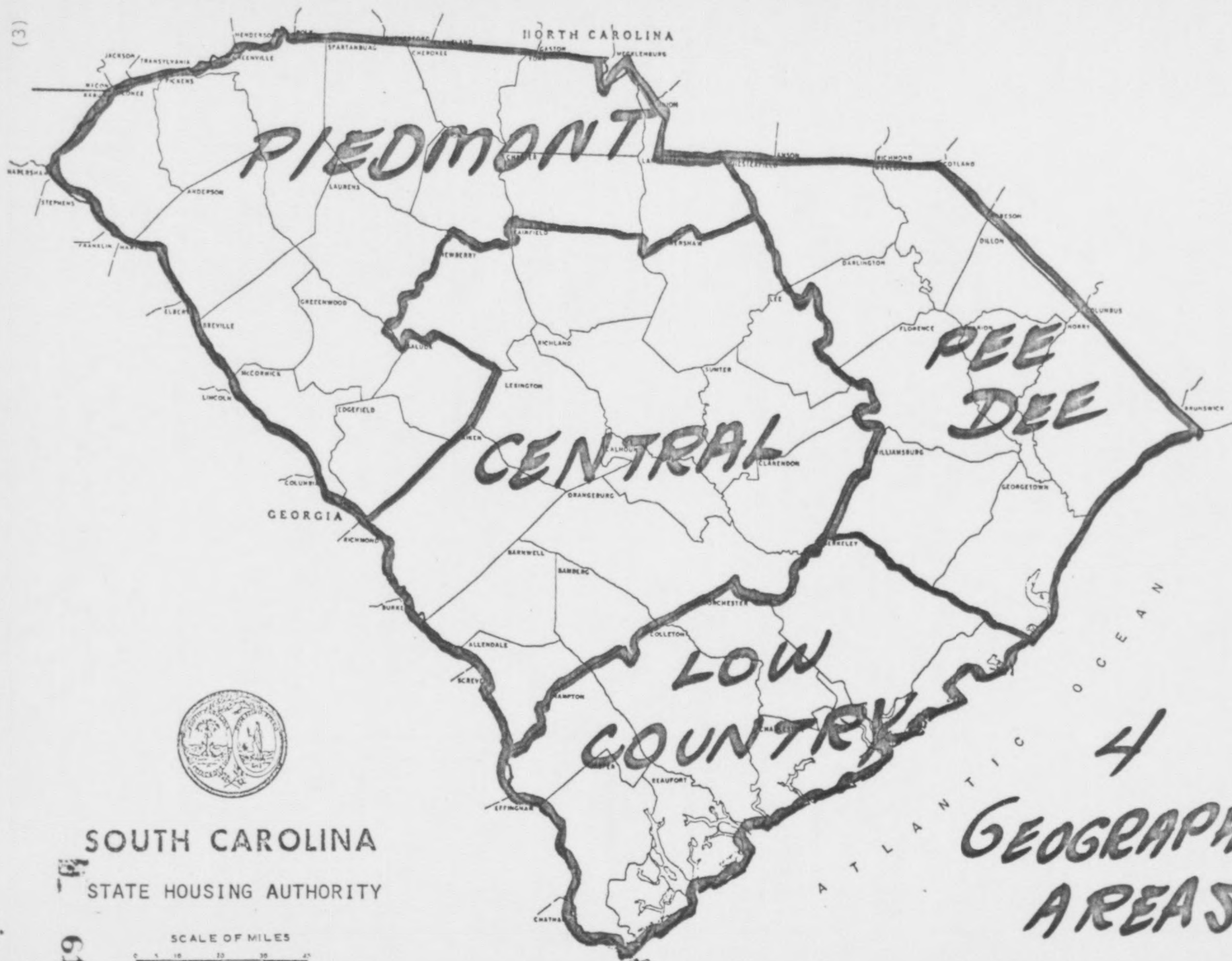
ARCHITECTS BOUDREAU Columbia, S. C.	DEMETRIUS C. LIOLLIA & ASSOCIATES, AIA Charleston, S. C.
READ BARNES, AIA Charleston, S. C.	LUCAS & STUBBS ASSOCIATES, AIA Charleston, S. C.
BASHAR ALLEN & ASSOCIATES, AIA Greenville, S. C.	LYLES BISSETT CARLISLE & WOLFF, AIA Columbia, S. C.
BUCKLEY/NICHOLS, AIA Columbia, S. C.	McGINTY ASSOCIATES, AIA Hilton Head Island, S. C.
CARLISLE & LOVE ASSOCIATES, AIA Spartanburg, S. C.	JAMES D. MILLER & ASSOCIATES, AIA Greenville, S. C.
COLUMBIA ARCHITECTURAL GROUP, INC. Columbia, S. C.	NOONAN ENGINEERS/ARCHITECTS Greenville, S. C.
DEMOSTHENES, McCREIGHT & RILEY, AIA Sumter, S. C.	PEARLSTINE/ANDERSON, ARCHITECTS Columbia, S. C.
WILLIAM S. DOWIS, JR., AIA Florence, S. C.	RILEY BULTMAN COULTER ASSOCIATES, AIA Columbia, S. C.
FELLERS & ASSOCIATES, ARCHITECTS Beaufort, S. C.	WILBUR SMITH & ASSOCIATES Columbia, S. C.
GEIGER McELVEEN & KENNEDY, AIA Columbia, S. C.	TIMBES & CLARK, AIA Myrtle Beach, S. C.
GILLILAND-BELL ASSOCIATES Greenwood, S. C.	VICKERY/JENNINGS, ARCHITECTS Greenville, S. C.
JAMES & DuRANT, INC. Sumter, S. C.	BRUCE KLEE BROWN, AIA Greenville, S. C.
WILLIAM B. KAURIC, AIA Columbia, S. C.	
J. ALISON LEE, ARCHITECT Greenwood, S. C.	
LEE & PARTNERS, ARCHITECTS Hilton Head Island, S. C.	



ARCHITECTURAL FIRMS SELECTED AND RECOMMENDED BY  
THE SELECTION COMMITTEE

<u>Area</u>	<u>Priority</u>	<u>Firm</u>
PIEDMONT	1	Carlisle & Love Associates
	2	James D. Miller & Associates
	3	Gilliland-Bell Associates
CENTRAL	1	Geiger McElveen & Kennedy
	2	Columbia Architectural Group, Inc.
	3	Architects Boudreaux
PEE DEE	1	Lyles Bisset Carlisle & Wolff
	2	Demosthenes McCreight & Riley
	3	Timbes & Clark
LOW COUNTRY	1	Lucas & Stubbs Associates
	2	Lee & Partners, Architects
	3	Pearlstine/Anderson Architects

(3)



SOUTH CAROLINA  
STATE HOUSING AUTHORITY

61

SCALE OF MILES  
0 5 10 20 30 40

(3)

(4)

HUD SECTION 8 / FMHA SECTION 515  
APPLICATIONS SUBMITTED BY STATE HOUSING AUTHORITY<sup>\*/</sup>

<u>Location</u>	<u>No. Units</u>	<u>Type</u> <u>Elderly / Family</u>		<u>Estimated</u> <u>Development Cost</u>	<u>Preliminary</u> <u>Acceptance Rec'd</u>
Abbeville	48	48	0	\$ 702,600	
Blacksburg II <sup>**/</sup>	24	0	24	427,400	X
Cowpens	24	24	0	349,400	X
Honea Path	80	20	60	1,377,400	
Johnston	72	24	48	1,336,800	
Lake City	60	20	40	1,019,700	
Landrum II	36	0	36	660,700	
Loris	24	0	24	463,400	
McCormick II	20	0	20	371,400	X
Ridgeland	40	12	28	682,400	X
Varnville	48	18	30	766,200	X
Walterboro	68	16	52	1,176,700	X
<i>Totals:</i>	544	182	362	\$ 9,334,100	

<sup>\*/</sup> As of August 26, 1976.

<sup>\*\*/</sup> FmHA Section 515 only; no Section 8 involved.



**COMMISSIONERS**

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Governor

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Vice-Chairman

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John Hardin  
Jimmy L. Martin  
Hezekiah Simmons  
P. C. Smith  
Sheddie Tetterton  
Nick A. Theodore



**SOUTH CAROLINA STATE HOUSING AUTHORITY**

July 26, 1976

L. Steve Mayfield  
Executive Director

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**AREA OFFICE**

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(803) 242-9733

TO: Architects on attached list

Dear \_\_\_\_\_:

Thank you very much for your response to my advertisement regarding the provision of architectural/engineering services for the Authority's proposed multi-family and/or elderly housing developments in the Piedmont, Central, Pee Dee and Low Country areas of the State. We have received numerous resumes and are currently developing a selection process acceptable to the State Budget and Control Board's instructions. At this time, it is anticipated that the Authority will initially interview every submittee to discuss with you our proposed plans, activities, developments, needs, specifications, etc. We will then narrow the field and have a more detailed discussion with the finalists.

The Authority's governing body, the Commissioners, will be meeting at their regularly scheduled monthly meeting on August 10. At that time, they are expected to finalize the selection process. You will be contacted shortly after the August 10th meeting and informed of what procedures the Authority will follow.

We appreciate your interest in the Authority's developments and we look forward to interviewing you in the near future.

Best personal regards,

L. Steve Mayfield  
Executive Director

LSM:vpd

cc: Hugh C. Lane, Chairman  
S. C. State Housing Authority

bc: State Auditor Bill Putnam

63

# ARCHITECTS

Mr. John A. Boudreaux, AIA  
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CARL G. BAKER, ARCHITECTS  
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READ BARNES, AIA  
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244-8344

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799-8884

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CARLISLE & LOVE ASSOCIATES  
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FELLERS & ASSOCIATES, ARCHITECTS  
604 Bladen St, Suite B  
Beaufort, S. C. 29902  
524-2664

Mr. William N. Geiger, Jr., AIA  
GEIGER McELVEEN & KENNEDY  
1735 St. Julian Place  
Columbia, S. C. 29204  
779-4630

Mr. A. Dale Gilliland  
GILLILAND-BELL ASSOCIATES  
Architects/Engineers/Planners  
East Creswell Avenue  
P. O. Box 3134  
Greenwood, S. C. 29646  
223-6683

Mr. B. S. Klein, Architect  
LOCKWOOD GREENE ASSOCIATES, INC.  
P. O. Box 491  
Spartanburg, S. C. 29301  
582-2351

Mr. Frank L. Holroyd, Jr.  
HOLROYD & JOHNSON  
The Levee at Fifth  
Augusta, Georgia 30901  
724-6180

Mr. J. F. James, AIA  
JAMES & DuRANT, INC.  
128 E. Liberty Street  
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5001 North Kingshighway  
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VICKERY/JENNINGS, ARCHITECTS/PLANNERS  
Professional Plaza Building  
25 Sweetbriar Road  
Greenville, S. C.  
268-4082

7/26/76  
/vpd



RIEDMONT

ARCHITECT/ENGINEER JAMES D. MILLER

[illegible]

# CENTRAL

ARCHITECT/ENGINEER *GEIGER, McELVEEN, KENNEDY*

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27-76	11-13-70	COLLEGE OF BUSINESS ADMIN.	4 289 574.00 4 274 870.10	5 350 000.00
43-2	8-4-71	CENTRAL ENERGY FACILITY	1 594 503.19	1 900 000.00
43-5	5-12-72	ADDN. WOMEN'S DORM	910 100.00	1 100 000.00
11-5	1-24-74	EAST CAMPUS FACILITIES	4 974 734.00	5 518 050.00
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21-60	10-29-73	ADDN. ADMINISTRATION BLDG	1 419 296.42	1 626 002.50
25-27	10-25-73	MEN'S DORMITORY	1 590 543.68	1 722 287.20
44-3	2-19-74	ADULT ADJUSTMENT & TRAINING CENTER	2 356 577.00	2 970 000.00
21-62	5-2-74	MAXIMUM SECURITY - PH. II	2 661 724.00	3 643 000.00
25-28	10-29-73	NEW MARRIED STUDENTS HOUSING	404 420.19	451 000.00
32-37	12-9-74	NEW CENTRAL OFFICE BLDG - EMPLOYMENT SECURITY	3 736 992.12	4 300 000.00
21-84	3-17-75	WOMENS SECURITY COMPLEX - PH II	1 125 851.49	1 306 200.00
27-93	9-4-73	AUDITORIUM		2 400 000
11-7	2-2-76	COMMUNICATIONS SYSTEM - EAST CAMPUS	67 900.00	71 950
32-40	1-8-75	HEALTH & ENVIRON. CONTROL LAB - STATE PARK	4 171 000.00	5 335 494.00
				67





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ARCHITECT/ENGINEER LYLES BISSETT CARLISLE &amp; WOLFF

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Page One

ARCHITECT/ENGINEER LYLES BISSETT CARLISLE & WOLFF

Project No	E-1 Approved	Title	Construction Cost	Project Cost
6-16	6-29-72	COLUMBIA TEC - CLASSROOM FAC.	685 732.70	586 180.00
6-17	6-22-73	COLUMBIA TEC - FIREMENS TNG. FAC.	134 848.55	477 270.66
9-87	9-3-71	ALUMNI ASSOC.	359 211.00	375 000.00
9-97	1-12-73	UNIVERSITY UNION	2 677 413.23	3 246 000.00
13-4	6-7-72	ADDN SLED Hq	453 410.00	592 514.00
19-52	12-1-70	ADDN WEST WING HOSPITAL	1 618 790.54	2 213 593.00
19-55	8-30-71	COMPLETE SHELLD-IN AREAS, BASIC SCI. I	27 575.00	29 078.25
19-58	3-21-72	" " " " " II	277 631.00	381 322.00
19-61	8-17-72	CLINICAL SCIENCE BLDG	8 467 759.21	11 091 948.14
25-25	4-8-71	AUDITORIUM ARTS CENTER	2 101 078.85	2 300 000.00
27-84	11-4-71	ADDN THOMAS COOPER LIBRARY	6 766 971.00	8 897 500.00
27-92	7-24-73	RUSSELL HOUSE ADDN III	3 829 880.00	4 300 000.00
30-47	7-2-72	BONNEAU FISHERIES	531 286.90	584 068.00
32-22	1-24-71	CRIMINAL JUSTICE TNG. ACAD.	2 287 047.31	2 634 535.16
32-25	5-18-71	EDGAR A. BROWN BLDG	3 978 726.00	4 500 000.00
33-5	12-4-70	STAFF HOUSING	263 776.20	325 772.04
35-59	5-23-72	LOWER RICHLAND SCHOOL BUS MAINT SHED	123 988	215 572.00
37-9	4-13-70	SHIMMING POOL - RCHC	127 761.52	139 098.50
37-12	4-21-70	ENLARGE FOOD STORAGE, FREEZER, RCHC	8 754.00	9 172.60
37-13	4-21-70	WAREHOUSE, SHOPS, LAUNDRY - RCHC	328 465.41	389 002.21
40-60	9-18-72	DEERER ISLAND DEV.	1 412 735.25	2 166 610.00
42-4	9-25-70	LIBRARY	1 326 327.72	1 480 968.00
42-7	2-12-72	STUDENT ACTIVITIES CTR	2 890 408.13	3 500 000.00
43-7	4-12-73	STUDENT SERVICE CTR	2 205 140.94	3 009 075.00
32-34	8-2-74	BLATT & GRESSETT BLDGS	14 192 982.38	15 750 000.00
27-102	10-21-74	LIBRARY, CLASSROOMS - SPARTANBURG	2 096 288.47	2 500 000.00





LOW COUNTRY

ARCHITECT/ENGINEER LUCAS, STUBBS & LONG[illegible]







*Done*

LUCAS AND STUBBS ASSOCIATES LTD ■ ARCHITECTS ENGINEERS PLANNERS

September 2, 1976

Mr. L. Steve Mayfield  
Executive Director  
South Carolina State Housing Authority  
Suite 1101  
1122 Lady Street  
Columbia, South Carolina 29201

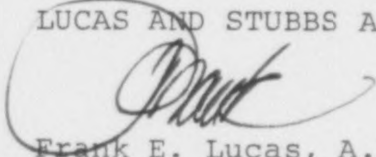
Dear Steve:

Lucas and Stubbs Associates are delighted to have been selected to work with the South Carolina State Housing Authority for the Multi-Family Housing projects in our area. We sincerely appreciate the opportunity and look forward to a very pleasant relationship.

I am enclosing, as you have requested, three (3) copies of the Standard Form of Agreement Between Owner and Architect with the provisions you have requested.

Kindest personal regards,

LUCAS AND STUBBS ASSOCIATES LTD.



Frank E. Lucas, A.I.A.

Enclosure

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S. C. STATE  
HOUSING AUTHORITY

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## PERCENTAGE OF CONSTRUCTION COST

- I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.
  
- II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement.
  - A. FOR BASIC SERVICES, as described in Paragraph 1.1, Basic Compensation shall be computed on the basis of one of the following PERCENTAGES OF CONSTRUCTION COST, as defined in Article 3, for portions of the Project to be awarded under
 

A Single Stipulated Sum Construction Contract	Five and One Half percent (5½ %)
Separate Stipulated Sum Construction Contracts	percent (    %)
A Single Cost Plus Fee Construction Contract	percent (    %)
Separate Cost Plus Fee Construction Contracts	percent (    %)
  
  - B. FOR ADDITIONAL SERVICES, as described in Paragraph 1.3, compensation computed as follows:
    1. Principals' time at the fixed rate of Fifty dollars (\$ 50.00 ) per hour.  
 For the purpose of this Agreement, the Principals are:  
Frank E. Lucas, A.I.A.  
Sidney W. Stubbs, Jr., A.I.A.  
Vito R. Pascullis, A.I.A.  
Richard L. Powell, A.I.A.
  
    2. Employees' time (other than Principals) at a multiple of Two and One Half  
 ( 2.5 ) times the employees' Direct Personnel Expense as defined in Article 4.
  
    3. Services of Professional consultants at a multiple of One and One Fourth  
 ( 1.25 ) times the amount billed to the Architect for such services.
  
  - C. AN INITIAL PAYMENT of None dollars (\$ -0- )  
 shall be made upon the execution of this Agreement and credited to the Owner's account.
  
  - D. FOR REIMBURSABLE EXPENSES, amounts expended as defined in Article 5.
  
- III. THE OWNER AND ARCHITECT agree in accordance with the Terms and Conditions of this Agreement that:
  - A. IF SCOPE of the Project is changed materially, compensation shall be subject to renegotiation.
  
  - B. IF THE SERVICES covered by this Agreement have not been completed within  
 (                    ) months of the date hereof, the amounts of  
 compensation, rates and multiples set forth in Paragraph II shall be subject to renegotiation.

## PERCENTAGE OF CONSTRUCTION COST

I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.

II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement.

A. *FOR BASIC SERVICES*, as described in Paragraph 1.1, Basic Compensation shall be computed on the basis of one of the following PERCENTAGES OF CONSTRUCTION COST, as defined in Article 3, for portions of the Project to be awarded under

A Single Stipulated Sum Construction Contract

Five and One Half percent (5½ %)

Separate Stipulated Sum Construction Contracts

percent ( %)

A Single Cost Plus Fee Construction Contract

percent ( %)

Separate Cost Plus Fee Construction Contracts

percent ( %)

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

1. Principals' time at the fixed rate of Fifty dollars (\$ 50.00 per hour.  
For the purpose of this Agreement, the Principals are:

Frank E. Lucas, A.I.A.  
Sidney W. Stubbs, Jr., A.I.A.  
Vito R. Pascullis, A.I.A.  
Richard L. Powell, A.I.A.

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

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

C. *AN INITIAL PAYMENT* of

None dollars (\$ -0- )

shall be made upon the execution of this Agreement and credited to the Owner's account.

D. *FOR REIMBURSABLE EXPENSES*, amounts expended as defined in Article 5.

III. THE OWNER AND ARCHITECT agree in accordance with the Terms and Conditions of this Agreement that:

A. *IF SCOPE* of the Project is changed materially, compensation shall be subject to renegotiation.

B. *IF THE SERVICES* covered by this Agreement have not been completed within  
( ) months of the date hereof, the amounts of  
compensation, rates and multiples set forth in Paragraph II shall be subject to renegotiation.



# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document B141

## Standard Form of Agreement Between Owner and Architect

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

### AGREEMENT

made this      Second                      day of      September                      in the year of Nineteen  
Hundred and      Seventy Six

**BETWEEN** the Owner:      SOUTH CAROLINA STATE HOUSING AUTHORITY  
Columbia, South Carolina

and the Architect:      LUCAS AND STUBBS ASSOCIATES LTD.  
Charleston, South Carolina

For the following Project:  
(Include detailed description of Project location and scope)

A MULTI-FAMILY HOUSING PROJECT

P. 78

The Owner and the Architect agree as set forth below.

## TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

### ARTICLE 1

#### ARCHITECT'S SERVICES

##### 1.1 BASIC SERVICES

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

##### SCHEMATIC DESIGN PHASE

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

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

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

##### DESIGN DEVELOPMENT PHASE

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

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

##### CONSTRUCTION DOCUMENTS PHASE

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

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

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

##### BIDDING OR NEGOTIATION PHASE

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

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

##### CONSTRUCTION PHASE — ADMINISTRATION OF THE CONSTRUCTION CONTRACT

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

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

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

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

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

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

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

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

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

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

**1.1.19** The Architect shall prepare Change Orders.

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

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

## **1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES**

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

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

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

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

## **1.3 ADDITIONAL SERVICES**

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

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

**1.3.2** Providing financial feasibility or other special studies.

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

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

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

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

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

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

**1.3.9** Providing services for planning tenant or rental spaces.

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

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

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

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



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

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

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

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

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

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

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

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

## **ARTICLE 2**

### **THE OWNER'S RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

## **ARTICLE 3**

### **CONSTRUCTION COST**

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE 4

##### DIRECT PERSONNEL EXPENSE

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

#### ARTICLE 5

##### REIMBURSABLE EXPENSES

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

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

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

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

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

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

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

#### ARTICLE 6

##### PAYMENTS TO THE ARCHITECT

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

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

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

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

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

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

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

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



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

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

#### ARTICLE 7

##### **ARCHITECT'S ACCOUNTING RECORDS**

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

#### ARTICLE 8

##### **TERMINATION OF AGREEMENT**

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

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

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

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

#### ARTICLE 9

##### **OWNERSHIP OF DOCUMENTS**

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

#### ARTICLE 10

##### **SUCCESSORS AND ASSIGNS**

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

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

#### ARTICLE 11

(OMITTED)

#### ARTICLE 12

##### **EXTENT OF AGREEMENT**

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

#### ARTICLE 13

##### **GOVERNING LAW**

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





ARTICLE 14  
OTHER CONDITIONS OR SERVICES

This Contract is contingent on funding being available to the South Carolina State Housing Authority for the design construction of project. Should no work be accomplished by the Architect, there shall be no monetary obligation by the Owner.

The Architectural compensation as set forth on page two of this agreement shall be 4½% for all drawings and specifications and 1% for inspection services.

This Agreement executed the day and year first written above.

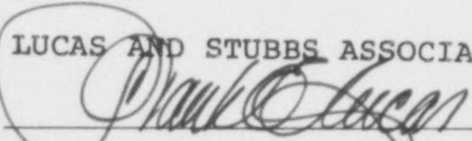
OWNER

SOUTH CAROLINA STATE HOUSING  
AUTHORITY

---

ARCHITECT

LUCAS AND STUBBS ASSOCIATES LTD.

  
Frank E. Lucas, A.I.A.

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document B141

## Standard Form of Agreement Between Owner and Architect

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

### AGREEMENT

made this      Second                      day of      September                      in the year of Nineteen  
Hundred and      Seventy Six

**BETWEEN** the Owner:      SOUTH CAROLINA STATE HOUSING AUTHORITY  
   Columbia, South Carolina

and the Architect:      LUCAS AND STUBBS ASSOCIATES LTD.  
   Charleston, South Carolina

For the following Project:  
(Include detailed description of Project location and scope)

A MULTI-FAMILY HOUSING PROJECT

The Owner and the Architect agree as set forth below.



## TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

### ARTICLE 1

#### ARCHITECT'S SERVICES

##### 1.1 BASIC SERVICES

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

##### SCHEMATIC DESIGN PHASE

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

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

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

##### DESIGN DEVELOPMENT PHASE

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

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

##### CONSTRUCTION DOCUMENTS PHASE

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

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

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

##### BIDDING OR NEGOTIATION PHASE

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

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

##### CONSTRUCTION PHASE — ADMINISTRATION OF THE CONSTRUCTION CONTRACT

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

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

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

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

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

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

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

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

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

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

**1.1.19** The Architect shall prepare Change Orders.

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

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

## **1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES**

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

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

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

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

## **1.3 ADDITIONAL SERVICES**

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

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

**1.3.2** Providing financial feasibility or other special studies.

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

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

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

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

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

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

**1.3.9** Providing services for planning tenant or rental spaces.

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

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

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

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



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

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

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

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

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

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

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

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

## **ARTICLE 2**

### **THE OWNER'S RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

## **ARTICLE 3**

### **CONSTRUCTION COST**

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

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

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

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

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

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

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



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

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

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

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

#### **ARTICLE 4**

##### **DIRECT PERSONNEL EXPENSE**

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

#### **ARTICLE 5**

##### **REIMBURSABLE EXPENSES**

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

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

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

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

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

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

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

#### **ARTICLE 6**

##### **PAYMENTS TO THE ARCHITECT**

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

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

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

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

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

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

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

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

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

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

#### ARTICLE 7

##### **ARCHITECT'S ACCOUNTING RECORDS**

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

#### ARTICLE 8

##### **TERMINATION OF AGREEMENT**

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

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

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

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

#### ARTICLE 9

##### **OWNERSHIP OF DOCUMENTS**

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

#### ARTICLE 10

##### **SUCCESSORS AND ASSIGNS**

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

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

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(OMITTED)

#### ARTICLE 12

##### **EXTENT OF AGREEMENT**

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

#### ARTICLE 13

##### **GOVERNING LAW**

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

ARTICLE 14  
OTHER CONDITIONS OR SERVICES

This Contract is contingent on funding being available to the South Carolina State Housing Authority for the design construction of project. Should no work be accomplished by the Architect, there shall be no monetary obligation by the Owner.

The Architectural compensation as set forth on page two of this agreement shall be 4½% for all drawings and specifications and 1% for inspection services.

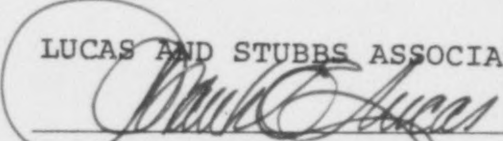
This Agreement executed the day and year first written above.

OWNER

SOUTH CAROLINA STATE HOUSING  
AUTHORITY

ARCHITECT

LUCAS AND STUBBS ASSOCIATES LTD.

  
Frank E. Lucas, A.I.A.



Contracts here for

LB ctw

Carlisle + Love

GMK

all use SC Stds B  
Architectural Service  
as back-up

se

Dun  
Please hold  
for delivery to  
Bill Mc Dunis or  
Tue AM, also intercept  
other contracts that will be coming  
from Lyles, Carlisle & Love & Lucast  
Stubbs. Keep me informed on when they  
arrive.



## THE STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ARCHITECT

### THIS AGREEMENT

made this 7th day of September in the year Nineteen Hundred and Seventy-Six

### BY AND BETWEEN

South Carolina State Housing Authority hereinafter called the Client, and

LBC&W, Inc. hereinafter called the Architect

### WITNESSETH,

that whereas the Client intends to construct multi-family low and moderate income housing in the Pee Dee area of South Carolina under the Fm Ha Section 515 Rural Housing Program and HUD Section 8 Housing Assistance Payment Program.

hereinafter called the Project,

### NOW, THEREFORE,

the Client and the Architect, for the considerations hereinafter set forth agree as follows:

ARTICLE 1. The Client and the Architect agree to the general terms, conditions and principles regarding services, compensation, and architect — client relations as recommended by the South Carolina Chapter, The American Institute of Architects and embodied in its publication entitled "Standards of Architectural Service", dated January, 1970, a copy of which is attached hereto and made a part of this Agreement.

ARTICLE 2. The Architect agrees to provide applicable services as outlined in the above mentioned publication.

ARTICLE 3. The Client agrees to pay the Architect for his services in accordance with applicable conditions set forth in the above-mentioned publication as follows:

- 3.1 For his Basic Services compensation in an amount equal to the maximum percentage of construction cost allowed by the HUD Area Office, Columbia, South Carolina.

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ARTICLE 4. Services and compensation shall be for the first One and One Half Million Dollars (\$1,500,000) of construction projects in the Pee Dee area on which a construction contract is awarded. The Pee Dee area shall be defined and agreed on by both parties in a subsequent document.

X

X

X

X

X

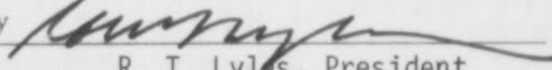
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IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

Client South Carolina  
State Housing Authority

By \_\_\_\_\_

Architect LBC&W, Inc.

By   
R. T. Lyles, President



94

CARLISLE & LOVE, ARCHITECTS

710 MONTGOMERY BUILDING  
SPARTANBURG, SOUTH CAROLINA 29301

September 3, 1976

RECEIVED  
SEP 7 1976  
S. C. STATE  
HOUSING AUTHORITY

Mr. Steve Mayfield  
Executive Director  
S. C. State Housing Authority  
Suite 1101  
1122 Lady Street  
Columbia, South Carolina 29201

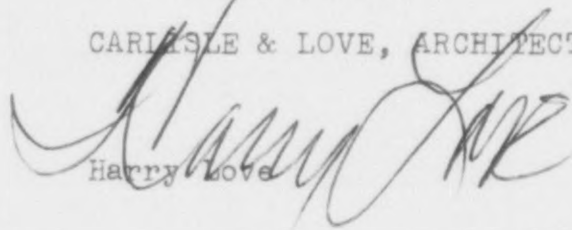
Dear Steve:

Enclosed is the original and a copy of South Carolina A. I. A. Agreement that you requested. Please complete execution of the documents if they are satisfactory and return our designated copy. Upon the chance that corrections may be required, we shall call you Tuesday morning in order that revisions can be completed and delivered prior to the dead line.

We sincerely appreciate your recommendation and look forward to our continued work with all you.

Very truly yours,

CARLISLE & LOVE, ARCHITECTS

  
Harry Love

HL:rt

CARLISLE & LOVE, ARCHITECTS

710 MONTGOMERY BUILDING  
SPARTANBURG, SOUTH CAROLINA 29301

September 3, 1976

Mr. Steve Mayfield  
Executive Director  
S. C. State Housing Authority  
Suite 1101  
1122 Lady Street  
Columbia, South Carolina 29201

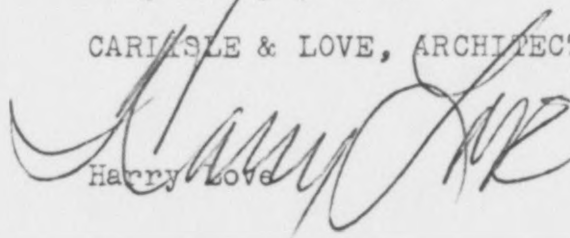
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We sincerely appreciate your recommendation and look forward to our continued work with all you.

Very truly yours,

CARLISLE & LOVE, ARCHITECTS



Harry Love

HL:rt



SOUTH CAROLINA CHAPTER  
THE AMERICAN INSTITUTE OF ARCHITECTS



# THE STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ARCHITECT

## THIS AGREEMENT

made this 3rd day of September in the year Nineteen Hundred and Seventy-Six

BY AND BETWEEN

SOUTH CAROLINA STATE HOUSING

AUTHORITY

hereinafter called the Client, and

CARLISLE & LOVE, ARCHITECTS

hereinafter called the Architect

WITNESSETH,

that whereas the Client intends to develop a series of separate public housing complexes

hereinafter called the Project,

NOW, THEREFORE,

the Client and the Architect, for the considerations hereinafter set forth agree as follows:

ARTICLE 1. The Client and the Architect agree to the general terms, conditions and principles regarding services, compensation, and architect - client relations as recommended by the South Carolina Chapter, The American Institute of Architects and embodied in its publication entitled "Standards of Architectural Service", dated January, 1970, a copy of which is attached hereto and made a part of this Agreement.

ARTICLE 2. The Architect agrees to provide applicable services as outlined in the above mentioned publication.

ARTICLE 3. The Client agrees to pay the Architect for his services in accordance with applicable conditions set forth in the above-mentioned publication as follows:

- 3.1 For his Basic Services **exclusive of the Construction Phase** a fee of Four and One-Half (4½%) percent of each separately accounted Project Construction Cost. For services as described for the Construction Phase a separate additional fee of One (1%) percent of each separately accounted Project Cost.

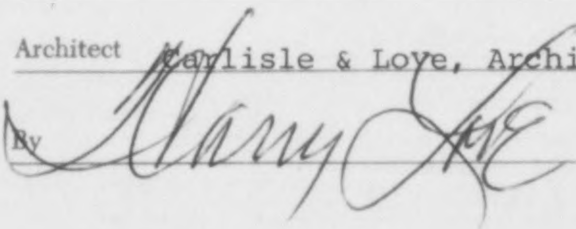
97

NOTE: The foregoing fee percentage subject to re-negotiation where in conflict with prevailing standards of associated participating agencies.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

Client S. C. State Housing Authority Architect Carlisle & Love, Architects

By \_\_\_\_\_

By 



SOUTH CAROLINA CHAPTER  
THE AMERICAN INSTITUTE OF ARCHITECTS

# THE STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ARCHITECT

## THIS AGREEMENT

made this **3rd** day of **September** in the year Nineteen Hundred and **Seventy-Six**

BY AND BETWEEN

**SOUTH CAROLINA STATE HOUSING**

**AUTHORITY**

hereinafter called the Client, and

**CARLISLE & LOVE, ARCHITECTS**

hereinafter called the Architect

WITNESSETH,

that whereas the Client intends to **develop a series of separate public housing complexes**

hereinafter called the Project,

NOW, THEREFORE,

the Client and the Architect, for the considerations hereinafter set forth agree as follows:

ARTICLE 1. The Client and the Architect agree to the general terms, conditions and principles regarding services, compensation, and architect — client relations as recommended by the South Carolina Chapter, The American Institute of Architects and embodied in its publication entitled "Standards of Architectural Service", dated January, 1970, a copy of which is attached hereto and made a part of this Agreement.

ARTICLE 2. The Architect agrees to provide applicable services as outlined in the above mentioned publication.

ARTICLE 3. The Client agrees to pay the Architect for his services in accordance with applicable conditions set forth in the above-mentioned publication as follows:

- 3.1 For his Basic Services **exclusive of the Construction Phase** a fee of **Four and One-Half (4½%) percent** of each separately accounted Project Construction Cost. For **services as described for the Construction Phase** a separate additional fee of **One (1%) percent** of each separately accounted Project Cost.

99



NOTE: The foregoing fee percentage subject to re-negotiation where in conflict with prevailing standards of associated participating agencies.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

Client S. C. State Housing Authority Architect Carlisle & Love, Architects

By \_\_\_\_\_

By 

100



# THE STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ARCHITECT

## THIS AGREEMENT

made this 1 day of September in the year Nineteen Hundred and Seventy-six

## BY AND BETWEEN

S. C. State Housing Authority  
Columbia, South Carolina

hereinafter called the Client, and

Geiger/McElveen/Kennedy, Inc. (GMK)

hereinafter called the Architect

## WITNESSETH,

that whereas the Client intends to plan and construct several housing projects  
in the central area of South Carolina

hereinafter called the Project,

## NOW, THEREFORE,

the Client and the Architect, for the considerations hereinafter set forth agree as follows:

ARTICLE 1. The Client and the Architect agree to the general terms, conditions and principles regarding services, compensation, and architect - client relations as recommended by the South Carolina Chapter, The American Institute of Architects and embodied in its publication entitled "Standards of Architectural Service", dated January, 1970, a copy of which is attached hereto and made a part of this Agreement.

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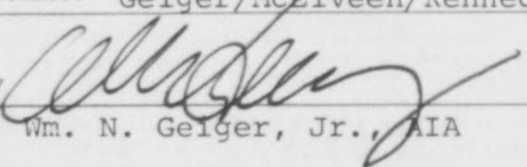
Five and one-half (5.5%) Percent. Varies with Construction cost and HUD Requirements. This Contract contingency with availability of funds.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

Client S.C. State Housing Authority

Architect Geiger/McElveen/Kennedy, Inc.

By \_\_\_\_\_  
Steve Mayfield

By   
Wm. N. Geiger, Jr., AIA





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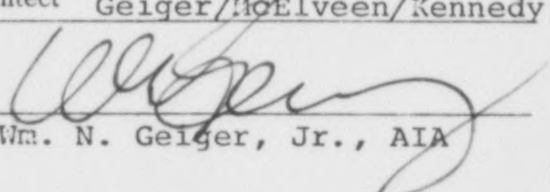
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Client S.C. State Housing Authority

Architect Geiger/McElveen/Kennedy, Inc.

By \_\_\_\_\_  
Steve Mayfield

By   
Wm. N. Geiger, Jr., AIA

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# STANDARDS OF ARCHITECTURAL SERVICE

SOUTH  
CAROLINA  
CHAPTER

105

THE AMERICAN INSTITUTE OF ARCHITECTS





## PREFACE

THIS BOOKLET IS PUBLISHED AS A GUIDE TO THE PUBLIC IN ITS DEALINGS WITH THE ARCHITECTS OF OUR STATE. IT UPDATES AND SUPERSEDES FORMER PUBLICATION ENTITLED "STANDARDS OF ARCHITECTURAL SERVICE" PUBLISHED IN FEBRUARY, 1963.

A CLEAR UNDERSTANDING OF EACH OTHER'S RIGHTS AND RESPONSIBILITIES IS ESSENTIAL TO A HARMONIOUS RELATIONSHIP BETWEEN ARCHITECT AND CLIENT. THIS PUBLICATION IS INTENDED TO INCREASE THIS UNDERSTANDING BY REVIEWING SOME OF THE PERTINENT CONDITIONS INVOLVED AND BY PROVIDING A STATEMENT REGARDING RELATIONSHIPS AND RESPONSIBILITIES THAT ARE GENERALLY RECOGNIZED AND THAT CUSTOMARILY EXIST BETWEEN AN ARCHITECT AND HIS CLIENT.

ALTHOUGH PREPARED PRIMARILY FOR INFORMATIONAL PURPOSES, THIS DOCUMENT MAY BE MADE A PART OF CONTRACTUAL ARRANGEMENTS BETWEEN ARCHITECT AND CLIENT WHEN SUITABLY REFERRED TO IN FORMAL AGREEMENTS.

SOUTH CAROLINA CHAPTER  
THE AMERICAN INSTITUTE OF ARCHITECTS

January, 1970  
Edition



STANDARDS OF  
ARCHITECTURAL  
SERVICE



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STANDARDS OF  
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# 1

## INTRODUCTION

Architecture is the art and science of creating useful, beautiful, and practical buildings. It is based on professional knowledge of construction methods and materials, principles of functional and artistic arrangements, applicable codes, regulations, and standards, and contractual and financial arrangements incident to the construction of building projects.

For a building to be of maximum functional use, it must be arranged for convenience and efficiency. To be beautiful, it must reflect a blending of pleasing shapes, materials, textures, colors and environmental surroundings. To be most practical, costs of construction and maintenance during its intended life must be the minimum attainable under prevailing circumstances. The goal of the architect is to achieve these results.

Architecture is a profession that deserves the same recognition and status as law and medicine. As in other professions, competence of service is the principal measure of an architect's value. His only reward is the compensation received from the client. Time devoted to a particular task is an important element in the establishment of compensation, but values are reflected predominantly in the soundness of judgment and exercise of talents accruing from training and experience.

The complexities of the architect's role and the importance of his services to his client are increasing. Today's buildings are highly complex, involving advanced systems of heating, air conditioning, and lighting, new concepts of structural framing, and other complicated features. Requirements for public health and safety are becoming more rigid. New materials and construction methods are being developed continuously.

Many years of study and apprenticeship are required for one to become an architect. Because of his serious responsibility to the public, an architect must be licensed by the State. Today's licensing requirements normally include: (a) a college degree involving at least five years' study (b) an apprenticeship of at least three years (c) a week-long written examination. Architectural services associated with complex projects of major scope normally include the combined efforts of a team of architects and other professional personnel that embrace many years of training and experience.

An architect may be employed in various capacities. He sometimes serves as a consultant to render opinions and advice in a limited field on a special problem. On some projects his normal services may be expanded, reduced, or modified to meet particular circumstances. Although many of the basic principles discussed may be applicable, these special conditions are generally outside the intended scope of this booklet.

This booklet is concerned principally with the customary services and relationships on a normal construction project. The term "project," as used here, is applicable to all types of building construction projects, ranging from a single small building to larger developments and related site improvements. Regardless of the size or complexity of a project, the basic principles involved generally remain the same.

STANDARDS OF  
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# 2

## THE BASIC SERVICES OF AN ARCHITECT

### 2.1 GENERAL

a. When an architect is employed in a professional capacity he normally becomes an advisor to his client—to assist him in the design and construction of a particular project. In this capacity an architect's role is comparable in many respects to that of a lawyer. He makes his time, talents, knowledge, and experience available to the client, decides with the client on the best course of action, prepares documents setting forth the solution agreed upon, and then endeavors to see that these documents are properly followed during construction. He relieves his client of many complex details by acting as his consultant, and agent, when specifically authorized. In the final analysis, an architect's services are primarily advice and assistance to his client—rendered to the best of the architect's ability and in accordance with normal standards of practice.

b. Unless specifically indicated otherwise in the agreement with his client, the "basic services" of an architect involve all elements of a project, including the structural, electrical, plumbing, heating and air conditioning systems and any other integral or "built in" materials or equipment that may be required. The architect selects and employs consultants when he considers it necessary or desirable to supplement his own forces in performing proper services on any of these elements, but he retains prime professional responsibility for all parts of a given project.

c. The basic services of an architect normally are divided into five parts or "phases," as outlined in the paragraphs that follow.

### 2.2 SCHEMATIC DESIGN PHASE

*During this phase, the architect normally furnishes the following basic services:*

a. Consults with the client to ascertain his requirements for the project.

b. When requested, advises the client upon the selection of a site.

c. Reviews the site survey, inspects the site and surrounding conditions, and considers the effect of existing conditions (such as topography, drainage, and availability of sewer, water, and other utilities) on the design of the project.

d. Checks applicable codes, regulations and restrictions, insurance requirements, and other conditions and factors affecting design of the project.

e. Prepares such studies and preliminary drawings as are necessary to evolve and illustrate a schematic solution that is acceptable to the client.

- f. Advises the client concerning his estimate of probable construction costs based on current area, volume or other estimates of unit cost.
- g. Obtains approval of the client prior to proceeding with the next phase.
- h. When required at this phase, obtains approval or assists the client in obtaining approval from any authorities having jurisdiction.

### 2.3 DESIGN DEVELOPMENT PHASE

*An architect normally furnishes these basic services during the Design Development Phase:*

- a. Studies the schematic solution in greater detail and settles essential elements of the project, including basic materials, structural, electrical, and mechanical systems.
- b. Prepares outline plans, elevations, and other drawings and descriptions as may be required to illustrate important basic features of the project.
- c. Consults with the client on any significant developments or changes that have occurred during the Design Development Phase.
- d. Advises the client concerning his estimate of probable construction costs.
- e. Obtains approval of the client prior to proceeding with the next phase.
- f. When required at this phase, obtains approval or assists the client in obtaining approval from any authorities having jurisdiction.

### 2.4 CONSTRUCTION DOCUMENTS PHASE

*During this phase, an architect normally performs these basic services:*

- a. Prepares detailed working drawings and specifications instructing how the proposed project is to be constructed. Included in these documents are detailed descriptions of the electrical, heating, air conditioning, plumbing, and structural systems, and the use and arrangements of other materials and equipment required to construct the project. These documents also include other conditions such as responsibilities of the contractor, owner, and architect, the requirements for bonds and guarantees, and other related matters.
- b. Consults with the client on any significant developments or changes that have occurred during the Construction Documents Phase.
- c. Provides the client with his estimate of probable construction costs.
- d. Obtains approval of the client prior to proceeding with the next phase.
- e. When required, obtains approval or assists the client in obtaining approval from any authorities having jurisdiction.

## 2.5 BIDDING OR NEGOTIATION PHASE

*An architect normally furnishes these basic services during the Bidding or Negotiation Phase:*

- a. As a representative of and in coordination with the client, prepares the advertisement for bids or otherwise solicits suitable contractors to bid on or negotiate the proposed work.
- b. Arranges for reproduction of and issues copies of working drawings and specifications to contractors and other essential parties.
- c. Assists the client in the bidding or negotiating processes. He also advises the client by expressing his opinion concerning the reasonableness of the bids or negotiations received – and makes recommendation concerning the award of a contract for construction.
- d. Assists the client or his attorney in the preparation of a contract for construction.

## 2.6 CONSTRUCTION PHASE

*The Construction Phase begins with the award of a contract for construction and terminates upon the issuance, by the architect, of a certificate for final payment to the contractor, with the exception noted in subparagraph 2.6m below. Through his services during the Construction Phase an architect endeavors to facilitate construction of the project in accordance with the intent of the working drawings, specifications, and the construction contract. He normally performs these basic services:*

- a. Provides administration of the construction contract and acts in behalf of or as a representative of the client (owner) as set forth in AIA Document A201 – or such other General Conditions as are made a part of the contract for construction.
- b. Prepares and issues augmentative details or instructions regarding any features that, in his opinion, need to be more precisely defined.
- c. Reviews and takes necessary action on shop drawings, samples, and other supplementary data required under the terms of the contract for construction.
- d. Makes periodic visits to the site to familiarize himself generally with the progress and quality of the work. He determines, in general, if the work is proceeding in accordance with the contract documents. The frequency of these visits may vary with the progress of the work and other conditions, but will average not less than one visit by the architect or his representative to the project per week during the course of construction. Supplementary visits will be made as required by qualified personnel of the engineering professions concerned.
- e. Reviews the contractor's requests for payments and, based on such knowledge of conditions and information as he has, issues certificates on which payments to the contractor are made. By issuing a certificate for payment, the architect shall not be deemed



to represent that he has made any examination to ascertain how, or for what purpose, the contractor has used the monies paid on account of the contract sum.

f. Prepares and issues "change orders" or other appropriate instructions concerning changes during construction.

g. Maintains a record of important conditions and decisions affecting construction and accounts of costs (when applicable).

h. Reviews and forwards to the client operating and maintenance instructions for mechanical, electrical, and other equipment incorporated in the project that requires periodic attention.

i. Reviews and forwards to the client bonds, guarantees, and such other evidence of insurance or security as may be required by the construction contract.

j. Acts throughout construction as an unbiased professional interpreter of the contract documents, and as an impartial judge to encourage and facilitate faithful adherence to the terms of the construction contract by both contractor and client.

k. On the basis of his judgment of conditions, determines the dates to be recognized for "substantial completion" and "final completion."

l. Prior to authorization of final payment the architect obtains a statement from the contractor that all bills have been paid, and that he (the contractor) will hold the owner harmless from any liens or other obligations arising out of construction covered by his contract.

m. Makes an inspection of the project shortly before expiration of the one year guarantee period of the general contractor and furnishes the client and the contractor a written report of his findings.



# 3

## SUPPLEMENTARY SERVICES

### 3.1 GENERAL

a. It is of mutual advantage to client and architect to consider services that cannot be clearly defined or accurately estimated as "supplementary" to those previously discussed as "basic services." When charges for these services are required they should be determined separately from compensation established for basic services. Thus the client is assured of paying no more than justified and the architect is protected against losses that might result from underestimates of costs for services of indefinite scope. Charges for supplementary services are "extra" only in the sense that they have been excluded from compensation for basic architectural services and are accounted separately.

b. If any of the items listed below are required of the architect, or if he should be requested or directed by the client to employ others to perform these services, then he should be paid under a pre-determined separate agreement. In the event of the absence of a specific agreement, he should be reimbursed all direct and overhead costs incurred by him in connection with these items. This should be in addition to his compensation for basic services. Insofar as practicable, the architect shall advise the client prior to performing any service or incurring any expense — beyond the scope of basic services — for which he expects reimbursement or extra payment.

### 3.2 ITEMS NOT INCLUDED IN BASIC SERVICES

*When a client requires the following services of an architect they should be considered either as supplementary services or items involving costs subject to reimbursement. None of these items are included in the architect's compensation for basic services unless so stated specifically in the agreement between architect and client.*

a. The information and services listed below may be arranged and furnished directly by the client. Or, they may be arranged by the architect with the cost of the services reimbursed by the client. It should be understood that the architect is entitled to rely upon the accuracy of such information and services but is not responsible for their accuracy.

(1) 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.

(2) The services of a soils engineer, when such services are deemed necessary by the architect, including reports, test borings, test pits, soil bearing values and other necessary operations for determining subsoil conditions.

(3) Structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the contract documents.

b. Special analysis of the client's needs such as and including:

(1) Programming the requirements of the project.

(2) Financial feasibility or other special studies.

(3) Planning surveys, site evaluations, or comparative studies of prospective sites.

c. Making measured drawings of existing construction when required for planning additions or alterations to such construction except that the normal services required for coordinating new construction with existing construction shall be included as part of basic services.

d. Preparing a "master plan" for a project larger than is intended to be built initially. (This is sometimes necessary or desirable to show how future buildings or additions will relate to initial construction.)

e. Preparing models or renderings — over and beyond those necessary for normal study and presentation by the architect — that are required by the client for special promotional or exhibition use.

f. Employment of consultants other than structural, mechanical, and electrical. (The work of all consultants, whether employed by client or architect, should be subject to coordination by the architect.)

g. Developing alternate design solutions caused by changes in requirements originally stated by the client or otherwise by reasons beyond the control of the architect.

h. Extra costs incurred by the architect due to failure of the client or other required authorities to render prompt decisions and/or approvals that are necessary for the orderly scheduling and executing of the architect's work.

i. The cost of transportation and other expenses — but not time — when travel is authorized by the client for proper "research" on the project.

j. Revising previously approved drawings, specifications or other documents to accomplish changes not initiated by the architect.

k. Providing detailed estimates of construction costs.

l. Providing interior design and other services required for or in connection with the selection of furniture, furnishings or equipment and/or providing services for planning tenant or rental spaces.

m. Abnormal requirements for bidding, such as preparing special documents to permit portions of the work to be contracted separately or preparing alternates that are required by the client but that are not considered necessary by the architect to hold construction cost within budget limits. The basic services normally include alternates that may be needed reasonably to assure a bid within the budget and that can be described or



shown without appreciable extra drawings. The basic services, unless otherwise specifically agreed upon, envision a single general contract to cover construction of the project as a whole.

n. The cost of reproduction of "extra" copies of bid documents. Basic services normally include fifteen (15) copies of bid documents. Additional copies and the cost of mailing or otherwise distributing bid documents are subject to reimbursement of cost.

o. Reimbursement of fees or charges paid by the architect for securing approval of authorities having jurisdiction over the project and of publishing legal advertisements for bids.

p. Preparing change orders and supporting data where the change in the basic compensation, resulting from the adjusted contract sum, is not commensurate with the architect's required services.

q. Extra cost incurred by the architect due to prolonged or unreasonable services during the Construction Phase, caused by conditions beyond the control of the architect — such as the contractor exceeding the schedule required by the construction contract by 10 percent or more, or by repeated deficiencies in the work of the contractor making unreasonable reinspections necessary before previously noted deficiencies have been corrected. The architect shall notify the client when it becomes evident to him that such conditions exist.

r. Furnishing a set of reproducible record prints of drawings showing significant changes made during the construction process, based on marked up prints, drawings and other data furnished by the contractor to the architect.

s. "Full-time" inspection or other special services during the Construction Phase. The compensation for basic services includes periodic inspections as heretofore mentioned. A full time project representative is generally desirable on complex, remotely located, or larger projects. The assignment of a full time representative should be the subject of a separate agreement between the architect and client. When an architect considers a full time representative desirable, he will allow up to 20 percent of his compensation for services — as enumerated in paragraph 2.6 — during the construction phase toward the employment of a full time representative. The client reimburses the architect — in addition to his compensation for basic services — for the difference, if any, between the cost of employing and maintaining the full time representative on the job and the above-mentioned allowance. In all cases, the full time representative should be subject to the approval of the client, but employed directly by the architect. The scope of his authority should be clearly outlined and understood by the client and the contractor. The provision of a full time representative does not relieve the architect from his responsibility for performing the basic services described in paragraph 2.6. When construction is done by "day labor," "cost plus," or with a number of independent subcontractors, added inspection and accounting services are usually required, necessitating an adjustment in compensation for basic services or reimbursement of the extra expense.

t. Providing services after the architect issues a certificate for final payment to the contractor, with the exception of the "year end" inspection and report referred to in subparagraph 2.6m.

STANDARDS OF  
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# 4

## COMPENSATION FOR ARCHITECTURAL SERVICES

### 4.1 GENERAL

a. The term architectural "fee," as commonly used in the past, is in most cases a misnomer inasmuch as it has usually been considered as the total cost of architectural services. In fact, the term fee should only be used to designate compensation to the architect over and beyond the actual costs incurred by him in the rendering of his services. In actual practice it has been recently proven by a national study of unbiased management consultants that an architect's "profit" or "fee" usually averages less than 10 percent of the total compensation he receives. Therefore, should an architect be compensated on the basis of 7 percent of construction cost his actual fee — after paying all costs of his services — would likely be less than 0.7 percent of the cost of construction. This explanation is given to clarify the erroneous comparisons that are sometimes made between the so called "fee" paid an architect and a fee which is synonymous with "profit" to the contractor.

b. The various methods normally used to compensate an architect for his services are covered in the paragraphs that follow.

c. When applicable under the terms of agreement between architect and client, records of the architect's direct personnel, consultant and reimbursable expenses pertaining to the project, and records of accounts between the client and the contractor, shall be kept on a generally recognized accounting basis and shall be available to the client or his authorized representative at mutually convenient times.

### 4.2 COMPENSATION BASED ON PERCENTAGE OF CONSTRUCTION COST

a. Compensation based on percentage of construction cost covers only the architect's basic services as described in Section 2 unless otherwise specifically stated in the agreement between the architect and client.

b. Recommendations concerning minimum percentages of construction cost required by architects to render proper basic services are presented in another publication of the South Carolina Chapter, AIA, entitled "Compensation Based on Percentage of Construction Cost." In many cases AIA Document B131 is used as a basis of agreement under this method.

c. When this method is used the architect's compensation for basic services is established by applying a percentage that is agreed upon by the architect and client against the construction cost of the project. For example, if compensation at the rate of 7 percent were agreed upon and the construction cost is \$300,000, the architect's compensation for basic services would be 7 percent of \$300,000 or \$21,000.



d. "Construction cost" does not include cost of land or compensation paid to the architect or to consultants, engineers or other personnel under the architect's jurisdiction. When materials, equipment, and/or labor are furnished at a price below their market value, "construction cost" is subject to adjustment, for purposes of determining the architect's compensation, to reflect the current market cost of such materials, equipment, and/or labor. In some cases an architect's drawings and specifications cover items desired by the client but that are subsequently eliminated because of cost of other factors. In such cases the architect is entitled to full compensation for his basic services on such items as though they were included — with the exception that the cost of such items would not be included in determining compensation for services during the Construction Phase.

e. Subject to the provisions of subparagraph d (above), "construction cost" of the project is defined as the cost paid or obligated by the owner for the purchasing and installing of all materials, equipment, and other items covered by the architect's drawings and/or specifications and/or items on which the architect's services are involved in the procurement or installation. Since this cannot be definitely determined unless and until construction is complete, compensation that has been earned by the architect at various stages of the work will be based on the following conditions:

(1) Prior to receipt of bids, "construction cost" will be considered as the last estimate of probable construction cost that was furnished the client by the architect.

(2) After receiving bids or negotiated proposal or proposals — but prior to commencement of construction — "construction cost" will be considered as the lowest bona fide bid or negotiated proposal received, plus the cost or estimated cost of items on which the architect has expended services but which were not included in the bid or negotiated proposal.

(3) As construction progresses, "construction cost" will be considered as the contract price that was agreed upon, as adjusted by any changes in "construction cost" that may have been made and agreed upon by the owner and contractor.

(4) Upon completion of construction of a project, the final determination of "construction cost," for the purpose of final payment to the architect, will be considered as the total cost incurred or obligated by the owner as defined in the beginning of subparagraph e. Payments that have been made to the architect during the course of work should be adjusted as necessary to result in the total payment for basic services equal to the agreed upon percentage as applied to this final determination of "construction cost."

#### 4.3 COMPENSATION BY A MULTIPLE OF DIRECT PERSONNEL EXPENSES

a. Records kept by architects over many years reflect that their professional architectural payroll costs consume over one-third of their gross income. Another third is covered by overhead which cannot readily be allocated to any one job. The remaining third of the architect's gross income covers cost of in-house engineering or unreimbursed, outside consulting services plus other direct costs incurred on behalf of a client and finally leaves

a small margin of pre-tax profit (8.3 percent of gross income, being the national average). It is out of this remaining pre-tax profit percentage that the architect must cover his working reserves, depreciation and capital expenditures. Two and one-half to three times direct personnel expenses and one and one-quarter times costs for outside consulting services — plus reimbursement for other direct costs — is usually found necessary to cover the many indirect expenses incurred in running an office and to return a reasonable profit.

b. When using this method, AIA Document B231 is often used as an agreement between the client and architect.

c. Direct personnel expense of employees engaged on the project by the architect includes all personnel directly required in the consultation, research, design, and production of drawings, specifications and other documents pertaining to the project, and in services during construction. Direct personnel expense embodies the cost of direct salaries and mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits.

#### 4.4 PROFESSIONAL FEE PLUS EXPENSES

Under this method compensation is established as an agreed professional fee — either a fixed sum or a percentage of cost — plus all costs incurred by the architect in the rendering of his services. Many architects have found it equitable to charge their actual costs, direct and indirect, of rendering the services involved plus a fee amounting to 25 percent of such costs. AIA Document B331 is often used as a formal agreement between client and architect when using the "professional fee plus expenses" fee method.

#### 4.5 "LUMP SUM" COMPENSATION

As the name implies, under this method a lump sum is agreed upon by the architect and the client to cover the services concerned. It is extremely important when this method is used that the scope and timing of services be accurately and completely defined — to the extent that the costs thereof may reasonably be evaluated by the architect.

#### 4.6 COMPENSATION ON A RETAINER OR PER DIEM BASIS

So many different conditions exist as to make this a matter of personal consideration between the architect and his client. Most architects are in position to furnish per diem rates for various classifications of personnel and/or principals with the average being in the order of \$200 per day and upwards plus other expenditures made by the architect or his representative in the interest of the work. It must be recognized that these per diem rates cover not only the salary of the person concerned but also the many indirect costs involved in his employment.

#### 4.7 PAYMENTS TO THE ARCHITECT

- a. An architect is entitled to payment by the tenth of each month for services performed through the last day of the preceding month. When a project is carried through to completion of construction, final payment for full services is due and payable within ten days following issuance of a certificate by the architect for final payment to the contractor.
- b. When compensation is related to time and/or expenses involved, monthly payments should cover the full amount earned to date as calculated by the agreed-upon method.
- c. When a "percentage" or "lump sum" arrangement is used, the amount of monthly partial payments should be based on the architect's estimate of the time and expenses incurred by him to date in comparison to those required to complete his full basic services. As an aid in making an equitable determination of the portion of compensation earned at various stages of the work, it should be considered that the Schematic Design Phase represents 15 percent of the architect's full compensation for basic services. The following aggregate percentages of the full compensation will have been earned upon completion of subsequent phases: Design Development Phase — 35 percent, Construction Documents Phase — 75 percent, Bidding and Award Phase — 80 percent, Construction Phase — 100 percent. As an example, if the agreement should provide for a compensation for basic services of 7 percent on a \$300,000 building — amounting to \$21,000 — payments to the architect for basic services should total 15 percent of \$21,000 or \$3,150 upon completion of the Schematic Design Phase. Payments for basic services should total 35 percent of \$21,000 or \$7,350 upon completion of the Design Development Phase and so on until, at completion of the Construction Phase, payments for basic services should total the full compensation of \$21,000. Payments for items that are not part of the basic services, and/or other expenses or costs subject to reimbursement, are due and payable monthly — in addition to the payment for basic services.





# 5

## ARCHITECT-CLIENT RELATIONS

### 5.1 GENERAL

The architect and his client have many interests in common, which are best served by close cooperation and cordial relationships. The architect's success is dependent upon satisfying his client with competent services within the scope of his professional responsibilities. The client receives the most for his money when he facilitates efficient performance of the architect. The following paragraphs outline certain matters that should be given careful consideration in assuring the most effective teamwork between architect and client.

### 5.2 AGREEMENTS BETWEEN ARCHITECT AND CLIENT

a. To minimize possibilities of misunderstandings, the client and his architect should reach clear and full understandings regarding the services desired by the client, compensation, payments, and all other pertinent conditions associated with the project.

b. These understandings should be incorporated in a written agreement or agreements, and signed by the architect and client. Many architects utilize standard forms of agreements that are published by The American Institute of Architects for this purpose. Some use a letter agreement or a special form.

c. In some cases it may be advantageous to utilize this booklet or appropriate sections of it as part of an agreement between architect and client. This may be done by incorporating the booklet, or the part desired, into the agreement by reference or quotation. When used as part of an agreement, it will be considered that the architect and client both agree to comply with all terms, conditions, and recommendations set forth in the booklet—except those in conflict with the written agreement or otherwise specifically excluded—it being understood that the provisions of the booklet are in all cases subordinate to those of the written agreement.

d. While written agreements are to be preferred in all cases, an agreement may in some cases be oral. If used, oral agreements should be confined to smaller projects and particular care should be exercised to make certain that a full and complete understanding exists between the parties. It is particularly important to resolve in writing any agreement that deviates from customary architect-client relationships and responsibilities, as set forth in this booklet.

### 5.3 THE CLIENT'S ROLE

a. The term "client" as used herein is synonymous with the term "owner" as used in documents published by The American Institute of Architects, government agencies, or otherwise in the contract documents for the project concerned.

b. The client can facilitate accomplishment of his project in the most economical and satisfactory manner by consistent attention to certain actions within his sphere of responsibilities. Some of these are reviewed in the subparagraphs that follow.

c. The client should designate himself personally or some other one person to act in his behalf for official communication and decision-making with the architect.

d. The client should furnish such legal, accounting and insurance counselling services as may be necessary for the project, and any auditing services he may require to ascertain how, or for what purposes, the contractor has used the monies paid to him under the construction contract.

e. Before detailed work is started, he should provide as complete and accurate information as is practicable concerning his requirements, his budget, and other conditions known to him that might affect the design or the feasibility of the project. For many projects it is worthwhile for the client to employ the architect or others to make an analysis and program of his needs as described in subparagraph 3.2b.

f. The client should examine the architect's work frequently to aid in expediting the work and avoid possible misunderstandings, lost motion and added cost. He should expeditiously consider all matters submitted to him and make prompt decisions, including approvals or provision of definite information concerning changes desired. He should approve all work done in each phase, and the architect's estimate of probable construction cost, before the architect proceeds with the next phase.

g. He should promptly pay statements of charges for services rendered or advise the architect as to specific reasons for delay or non-payment.

h. He should take out and maintain such insurance as may be required of the "owner" and faithfully comply with all other pertinent conditions of the construction contract.

i. If the owner observes or otherwise becomes aware of any fault or defect in the project or non-conformance with the contract documents, he should give prompt written notice thereof to the architect.

j. He should observe the standard procedure of transmitting instructions and orders to the construction contractor only through the architect, and of making payments to the contractor only upon specific certification by the architect.

k. Having employed the architect as his professional advisor, the client should make full use of the architect's services by heeding his advice and following his suggestions to the fullest practicable extent.

l. He should familiarize himself with, or see that his operating and maintenance personnel familiarize themselves with – and faithfully follow – all operating and maintenance instructions and place all documents relating to the project in a permanent file for ready reference by him and others concerned with operation and maintenance of the completed project.

#### 5.4 CONDITIONS BEYOND THE SCOPE OF AN ARCHITECT'S RESPONSIBILITIES

a. An architect endeavors to aid his client in producing the best project possible within the limitations of budget or other restrictions. There are, however, a number of conditions that are beyond the scope of an architect's responsibility that should be recognized by the client. Those described in the following subparagraphs deserve special emphasis.

b. An architect's compensation is payment for professional advice and assistance rendered to his client. There is no allowance in the compensation to cover any warranty of conditions that cannot be accurately predicted or that are otherwise beyond his reasonable control. An architect can only be expected to serve his client to the best of his ability in accordance with normally accepted criteria and standards of good architectural practice, under conditions that can be reasonably determined or foreseen at the time services are rendered.

c. During the Schematic Design Phase, the Design Development Phase, and the Construction Documents Phase, an architect furnishes his client as reliable an estimate of probable construction cost as may be reasonably determined. However, because of the fluctuating market and the many other conditions beyond his control, he cannot and does not guarantee that bids will not vary from any statement of probable construction cost or other cost estimate prepared by him. Also, it should be understood that an architect's estimate is normally based on experience, areas, volume, etc.—and does not include a detailed "take off" of quantities and price by professional estimators, unless specifically desired by the client and the cost therefor reimbursed to the architect. When a fixed limit of construction cost is established as a condition of an agreement, it should include a bidding contingency of at least 10 percent. When such a fixed limit is established, the architect must be permitted to effect limitations on the choice of materials, equipment, component systems and types of construction that are to be included in the contract documents, and to make reasonable adjustments in the scope of the project to bring it within the fixed limit. The architect may also include in the bid documents alternates to adjust the construction cost to the fixed limit.

d. If the lowest bona fide bid, a detailed cost estimate or the statement of probable construction cost should exceed the limit of construction cost set by the client (including the bidding contingency), the client should (1) give approval of an increase in such fixed limit, (2) authorize rebidding the project within a reasonable time, or (3) cooperate in revising the project scope and quality as required to reduce the probable construction cost. In the case of (3) if compensation is based on a percentage of construction cost, the architect, without additional charge, should modify the drawings and specifications as necessary to bring the construction cost within the fixed limit. Providing this service should be the limit of the architect's responsibility in this regard, and having done so, the architect should be entitled to his compensation to the same extent as though the project had not first overrun its budget.

e. An architect endeavors to incorporate in his designs the most suitable and serviceable materials and equipment permitted by the budget, but does not guarantee perfection in their selection or performance.



f. An architect endeavors to include in the construction documents adequate instructions covering every item of material and labor required for construction of the project, but does not guarantee against changes and additions during construction within the range of reasonable contingency allowances.

g. The architect endeavors during the Construction Phase to guard the client against deficiencies in the work of the builders, and to aid in obtaining faithful performance of the contract documents, but does not guarantee the performance of any contract for construction. He does not assume any responsibility for construction means, methods, techniques, sequences or procedures—nor for safety precautions and programs in connection with the work—nor for any other actions, inactions, or failures on the part of the contractor, any subcontractor, agent, employee, or any other person, engaged in performing any of the work.

h. The term "visit" or "inspection" of construction as used herein is defined as a professional visual observation by the architect, or his representative, of work in progress and/or in place. The architect assumes no responsibility for uncovering deficiencies that cannot be reasonably determined or suspected through normal observation.

i. The architect has authority to reject work which does not conform to the contract documents. The architect also has authority to require the contractor to stop the work whenever, in his reasonable judgment, it may be necessary for the proper performance of the contract. The architect is not liable to the client (owner) for the consequences of any decision made by him (the architect) in good faith either to exercise or not to exercise his authority to stop the work.

j. An architect does not assume any responsibility for the work or actions of persons outside his organization who may be employed by the client, or by the architect at the request or direction of the client.

## 5.5 DISPUTES

Should a dispute or disagreement arise that cannot be directly resolved between a client and an architect, it should be arbitrated by a committee of three persons, one of whom is to be selected by the client, another of whom is to be selected by the architect, and the third to be selected by the aforementioned two members. The decision rendered by this committee of arbitrators shall be final, and judgment may be entered in any court having jurisdiction thereof. The committee shall determine their own compensation and which of the parties by whom it shall be paid.

## 5.6 TERMINATION OF AGREEMENT

Should it be necessary to abandon plans for a proposed project or to terminate an agreement between an architect and a client for any other reason, such agreement may be terminated by either party upon seven days' written notice to the other party. In such event, the architect should be paid his compensation for services performed to the termination date, including reimbursable expenses then due and all terminal expenses.

## 5.7 SUCCESSORS AND ASSIGNS

Unless otherwise specifically stated in the agreement, a client and an architect each bind himself, his partners, successors and assigns and legal representatives to the other party to the agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of the agreement. Neither the client nor the architect may assign, sublet, or transfer his interest in an agreement without the written consent of the other.

## 5.8 OWNERSHIP OF DOCUMENTS

The original and all copies of drawings, specifications, and other documents prepared by the architect remain the property of the architect, whether the project concerned is constructed or not, even though distributed to the client and others. These documents are not to be used without the written consent of the architect for any purpose other than construction of the project for which they were specifically prepared.

STANDARDS OF  
ARCHITECTURAL  
SERVICE





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EXHIBIT III 9/28/76

CONSULTANT SERVICES CONTRACTS

<u>AGENCY/CONSULTANT</u>	<u>MAXIMUM DOLLARS</u>	<u>FUND SOURCE</u>	<u>TIME PERIOD</u>	<u>PURPOSE</u>
Energy Management Office - Division of Administration Booz, Allen & Hamilton, Inc.	\$ 50 000	Federal	10/76 - 2/77	Assistance in development of a State Energy Plan which is required to obtain subsequent Federal dollars for energy programs
Department of Social Services Arthur Anderson & Co.	150 000	Federal	8/76 - 7/77	Review of management procedures relative to State and Federal regulations and formulate possible solutions
Division of Health and Social Development IMPAC, Inc.	23 965	Federal	9/76 - 6/77	Design a Statewide protection and advocacy system for developmentally disabled population
John de la Howe School Group Child Care Consultant Services, School of Social Work - University of North Carolina	875	Duke Endowment Funds	7/76 - 6/77	Training sessions for staff
Office of Community Development - Division of Administration Robert B. Carleson & Associates	44 000	Federal	7/76 - 6/77	Prepare welfare and food stamp legislative packages for consideration by General Assembly, Provide technical assistance to Governor
State Development Board Enwright Associates, Inc.	5 000	Federal	7/76 - 10/76	Provide technical assistance re universal park concepts, financial and legal mechanisms, transportation, site characteristics and services
Clemson University Henry L. Lucius	969	State	9/76 - 10/76	Assistance in completion of development of an industrial control system
Donald K. Todd	6 000	Federal	10/76 - 1/77	Assist with evaluation of performance of waste water treatment equipment



<u>AGENCY/CONSULTANT</u>	<u>MAXIMUM DOLLARS</u>	<u>FUND SOURCE</u>	<u>TIME PERIOD</u>	<u>PURPOSE</u>
Parks, Recreation & Tourism Richard Carillo	14 200	Federal	10/76 - 10/77	To provide archeological investigation of Landsford Canal
University of South Carolina Dr. Nicholas P. Mitchell	3 000	State	9/76 - 12/76	Consultive Services re phase out of administrative services
Ralph Arnold	120 Monthly	Student Act. Funds	9/76 - 5/77	Consultive studio engineer for WUSC radio
James E. Wise, Ph.D.	225	Federal	8/76	Planning activities for exceptional child Component of the Teacher Corps Program
Dorothy Hartle	500	Federal	8/76	Planning and assisting staff with implementation of inservice work shops for school districts re classroom management

EXHIBIT III  
9/28/76

EXHIBIT IV  
9/28/76



State of South Carolina  
BUDGET AND CONTROL BOARD  
PERSONNEL DIVISION

1205 Pendleton Street  
Columbia, South Carolina 29201

Jack S. Mullins, Ph.D.  
Director

803-758-3334

September 22, 1976

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

Dear Mr. Putnam:

We have received a statement from Tillinghast & Company in the amount of \$7,380.65 for services rendered in studies connected with the group insurance programs. The services covered the preparation of specifications for bidding on administrative services only for the health insurance plan, negotiations of revised Blue Cross/Blue Shield contract, and negotiations of life insurance, long-term disability contract renewal with Liberty Life Insurance Company.

As you are aware, the Budget and Control Board authorized these expenditures, to come from the insurance appropriation, at meetings several months ago. In researching the minutes of the Board meetings, we found several pertinent references. The January 27, 1976, minutes reflect the approval for Tillinghast and Company to act as insurance consultants in the rebidding of the health insurance policy. The April 6, 1976, Executive Session minutes authorized extension of the contract with Tillinghast and Company for the rebidding of life insurance and long-term disability.

In the minutes of the March 2, 1976, Executive Session there was another formal motion that authorized the bidding of the health insurance program and also the bidding for an administrative services only contract for the fiscal year beginning July 1, 1977. The same minutes reflect that Governor Edwards appointed a subcommittee to make a feasibility study of an administrative services only contract for insurance and to act for the Board with respect to the development of specifications for the letting of bids. It was stated during the discussion, but not reflected in the minutes, that Tillinghast would be responsible for a major part of the feasibility study and that payment for services would be at the regular rate, plus expenses, to be paid from the insurance appropriations. The April 20, 1976 minutes of the Executive Session reveal that Mr. William P. Perry of Tillinghast & Company appeared before the Board to discuss his recommendations for the renegotiation of the contract with Liberty Life. The minutes reflect that the Board approved his recommendations.

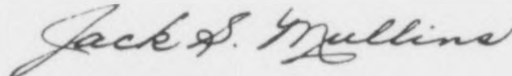


Mr. William T. Putnam  
Page 2  
September 22, 1976

The Comptroller's Office has rightly requested specific approval by the Board of the above-mentioned services prior to honoring the Tillinghast and Company voucher. I believe the minutes referred to above reveal clearly the authorization for all of these services, but they do not reflect the source of funding. I would suggest, if this is a feasible approach, that you may wish to secure formal approval for the amendment of the minutes for March 2, April 6, and April 20, 1976, to reflect the source of funding as the insurance appropriations. If you think that the minutes are sufficiently detailed at this time to warrant payment of this bill, could you clarify the matter with the Comptroller General's Office? I hesitate to give out any information concerning the content of executive session minutes.

I will appreciate any assistance you can provide.

Sincerely,



Jack S. Mullins  
Director

JSM/omc

E N D