

MINUTES OF
Budget and
Control Board
Meeting

August 22, 1980

MINUTES OF BUDGET AND CONTROL BOARD MEETING

AUGUST 22, 1980

POLL

On this date, Deputy Executive Director William A. McInnis completed a poll begun on August 21 of the following Budget and Control Board members on the item of business described below:

Governor Richard W. Riley (through Executive Assistant Clarke)
Mr. Grady L. Patterson, Jr. (through Assistant State Treasurer Gee)
Mr. Earle E. Morris, Jr.
Representative Tom G. Mangum

Senator Rembert C. Dennis was not contacted.

LANDER COLLEGE A & E SELECTION APPROVAL - The Board previously had carried over a Lander College request to select a firm to design the College Fine Arts Building (Project H21-005). The firms selected, in order of preference, are:
(1) Craig, Gaulden, & Davis, Greenville, \$6,000,000 state work in prior two years;
(2) Wilbur Smith & Associates, Columbia, \$10,930,000 state work in prior two years;
and (3) J. E. Sirrine Company, Greenville, no state work in prior two years.

The College indicates that consideration was given to the amount of state work in the prior two years in making its selection and that the selection of the Craig, Gaulden, & Davis firm was based on its experience in the design of fine arts facilities, the continuity of design the firm can provide with the College Center, the firm's sensitivity to the Lander College master plan and the firm's proven ability to relate its work to the purpose and goals of Lander College.

The College further notes that, although the firm selected had a considerable amount of state work in the two years prior to the date this project was advertised, as of March 26, 1980, the firm had not executed any contract on state work in the prior two years.

Page 2
August 22, 1980
Poll

Compensation for basic services under the contract negotiated with the firm by the College amounts to \$384,874 but the amount available now is limited to \$130,000 from the \$150,000 of Capital Improvement Bond Funds authorized in 1979. The College estimates that professional services through about half of the design development phase can be accomplished within the funds available.

The members polled voted to approve the selection of Craig, Gaulden, & Davis for the referenced project.

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

COLLEGE OF CHARLESTON - USE OF EXCESS DEBT SERVICE FUNDS - In response to a request from Vice President V. G. Rivers dated July 29, the Board members polled approved the use of \$200,000 of excess Facilities Improvement Bond debt service funds for the purchase of furniture for a residence hall now nearing completion. In taking this action, it was the Board's understanding that the overall cost estimate for the residence hall project would be revised from \$3,150,000 to \$3,230,000 so as to reflect \$3,030,000 of HUD loan funds in addition to the \$200,000 approved in this action.

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

3694

EXHIBIT

AUG 22 1980

NO. 1

APR 24 1980

POLL

STATE BUDGET & CONTROL BOARD

Lander

COLLEGE

Greenwood, South Carolina 29646
Telephone (803) 229-5521

11(6)

RECEIVED

MAR 24 1980

S. C. BUDGET AND
CONTROL BOARD

March 26, 1980

Mr. John A. McPherson, Jr. State Engineer
Office of the State Auditor
P. O. Box 11333
Columbia, South Carolina 29211

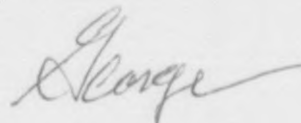
Dear Mr. McPherson,

Enclosed please find our request for approval of an Architectural contract. We are recommending the firm of Craig, Gaulden and Davis, Architects for the design of our Fine Arts Building, project H21-005.

If you find our request to be in order, please forward it to the Budget and Control Board for their early consideration. Please call me if I can be of any assistance.

Thank you very much,

Sincerely yours,



George S. Franke
Director
Physical Plant

GSF/mjm

3695

16(2)b

EXHIBIT

AUG 22 1980

NO. 1

LANDER COLLEGE FINE ARTS CENTER

Project H21-005

STATE BUDGET & CONTROL BOARD

Attachment A. (2), (3) and (4)

(2) List of Firms in order of Preference

1. Craig, Gaulden and Davis, Architects
2. Wilbur Smith and Associates
3. J. E. Sirrine Company

(3) In selecting these firms, consideration was given to the amount of State projects which each firm has executed contracts for in the past two years prior to date this was first advertised.

(4) Craig, Gaulden and Davis were selected for numerous compelling reasons. Among these are: their experience designing fine arts facilities, the continuity of design they can provide with the College Center, their sensitivity to the Lander College Master Plan, and their proven ability to relate their work to the purpose and goals of Lander College.

At this time (3/26/80) Craig, Gaulden and Davis, Architects have not executed any contracts on State Work in the past two years.

3696

16(2)6

EXHIBIT

AUG 22 1980

NO. 1

LANDER COLLEGE FINE ARTS CENTER

STATE BUDGET & CONTROL BOARD

Project H21-005

Attachment A. (1)

List of Firms Interviewed

Carlisle Associates
P. O. Box 11528
Columbia, S.C.

Craig, Gaulden and Davis, Architects
12 Washington Park
East Washington Street
Greenville, S.C. 29601

Lockwood Greene Architects/Engineers
P.O. Box 491
Spartanburg, S.C. 29301

J. E. Sirrine Company
P.O. Box 5456
Greenville, S.C. 29606

Wilbur Smith and Associates
Bankers Trust Tower
Columbia, S.C. 29202

Stevens and Wilkinson, Architects
1622 Bull Street
Columbia, S.C. 29201

3697

16(2)6

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document B141

Standard Form of Agreement Between Owner and Architect

1977 EDITION

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

AGREEMENT

made as of the Twenty-Fifth day of March in the year of Nineteen
Hundred and Eighty

BETWEEN the Owner: Lander College
Greenwood, South Carolina

and the Architect: Craig, Gaulden and Davis, Architects, Inc.
12 Washington Park
East Washington Street
Greenville, South Carolina

For the following Project:

(Include detailed description of Project location and scope.)

Lander College Fine Arts Center
Lander College
Greenwood, South Carolina

3698

The Owner and the Architect agree as set forth below.

Copyright 1917, 1926, 1948, 1951, 1953, 1956, 1961, 1963, 1966, 1967, 1970, 1974, © 1977 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

Landes

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TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES AND RESPONSIBILITIES

BASIC SERVICES

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

1.1 SCHEMATIC DESIGN PHASE

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

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

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

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

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

1.2 DESIGN DEVELOPMENT PHASE

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

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

1.3 CONSTRUCTION DOCUMENTS PHASE

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

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

1.3.3 The Architect shall advise the Owner of any adjust-

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

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

1.4 BIDDING OR NEGOTIATION PHASE

1.4.1 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and assist in awarding and preparing contracts for construction.

1.5 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

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

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

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

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

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

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

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

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

1.5.8 The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.5.4 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.5.9 The Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor. The Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

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

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

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

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

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

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

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

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

1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES

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

1.6.2 Such Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.

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

1.7 ADDITIONAL SERVICES

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

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

1.7.2 Providing financial feasibility or other special studies.

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

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

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

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

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

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

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

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

1.7.11 Providing services for planning tenant or rental spaces.

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

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

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

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

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

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

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

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

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

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

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

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

1.8 TIME

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

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

ARTICLE 3

CONSTRUCTION COST

3.1 DEFINITION

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

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

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

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

3.2 RESPONSIBILITY FOR CONSTRUCTION COST

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

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

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

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

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

ARTICLE 4

DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

ARTICLE 5

REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

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

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

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

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

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

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

ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

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

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

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

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

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

6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

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

6.3 PAYMENTS WITHHELD

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

6.4 PROJECT SUSPENSION OR TERMINATION

6.4.1 If the Project is suspended or abandoned in whole or in part for more than three months, the Architect shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 10.4. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be equitably adjusted.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

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

ARTICLE 8

OWNERSHIP AND USE OF DOCUMENTS

8.1 Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used by the Owner on

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

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

ARTICLE 9

ARBITRATION

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

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

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

ARTICLE 10

TERMINATION OF AGREEMENT

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

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

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

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

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

ARTICLE 11

MISCELLANEOUS PROVISIONS

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

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

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

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

ARTICLE 12

SUCCESSORS AND ASSIGNS

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

ARTICLE 13

EXTENT OF AGREEMENT

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

ARTICLE 14
BASIS OF COMPENSATION

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

- 14.1 AN INITIAL PAYMENT of ----- dollars (\$-----)
shall be made upon execution of this Agreement and credited to the Owner's account as follows:

14.2 BASIC COMPENSATION

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

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

1. Programming Development and Consultation:	\$ 8,000.00
2. Basic Architectural and Engineering Services, Schematic Design through construction, and One-Year Warranty Period:	382,800.00
3. Record Drawings	4,800.00
4. Less Credit, Student Center, Administrative Complex Phase Project 3-4 (see Sub-Paragraph 15.10.3.6):	<u>(10,726.00)</u>
Total Compensation for Basic Services:	\$ 384,874.00

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

(Include any additional Phases as appropriate.)

Schematic Design Phase:	percent (15 %)
Design Development Phase:	percent (20 %)
Construction Documents Phase:	percent (40 %)
Bidding or Negotiation Phase:	percent (5 %)
Construction Phase:	percent (20 %)
	<u>100 %</u>

- 14.3 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 1.6, Compensation shall be computed separately in accordance with Subparagraph 1.6.2. and sub-paragraph 15.10.1

14.4 COMPENSATION FOR ADDITIONAL SERVICES

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

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

- a. Principals' time at the fixed rate of fifty dollars (\$50.00) per hour, which fixed rate shall be increased at the rate of 1.1 times the fixed rate per year from the date of this Agreement.

For the purpose of this Agreement the Principals are:

Kirk R. Craig, A.I.A.
F. Earle Gaulden, A.I.A.
William T. Davis, A.I.A.

- b. 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.

14.4.2 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 1.7.21 or identified in Article 15 as part of Additional Services, a multiple of one and one-quarter (1.25) times the amounts billed to the Architect for such services.

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

14.5 FOR REIMBURSABLE EXPENSES, as described in Article 5, and any other items included in Article 15 as Reimbursable Expenses, a multiple of one hundred ten percent (1.1) times the amounts expended by the Architect, the Architect's employees and consultants in the interest of the Project.

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

(Here insert any rate of interest agreed upon.)

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

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

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

14.7.2 IF THE SERVICES covered by this Agreement have not been completed within the time schedule established in Section 15.10.3.3, ~~as a result of the time delay~~, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

ARTICLE 15

OTHER CONDITIONS OR SERVICES

See attachment.

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

OWNER

LANDER COLLEGE

BY

ARCHITECT

CRAIG, GAULDEN AND DAVIS, ARCHITECTS, INC.

BY

Kirk R. Craig, A.I.A.

ARTICLE 15

OTHER CONDITIONS OR SERVICES

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

15.1 GENERAL:

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

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

Add the following subparagraph:

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

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

"1.2 DESIGN DEVELOPMENT PHASE

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

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

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

"1.2.3.1 DRAWINGS:

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

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

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

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

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

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

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

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

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

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

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

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

5.2.3 Add the following subparagraph:

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

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

Add the following subparagraphs:

- 5.2.4 "1.5.4.1 Periodic visit by the ARCHITECT and/or ENGINEER may vary with the progress of the work and other conditions, but shall average not less than one visit by the ARCHITECT and/or ENGINEER or his representative to the project per week during the course of construction. The ARCHITECT and/or ENGINEER shall submit to the OWNER a written report of his periodic visit, at least once a month, of his findings and progress of the project.

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

- 5.2.5 1.5.9 Delete in its entirety and substitute therefor the following:

"1.5.9 The ARCHITECT and/or ENGINEER shall be the interpreter of the requirements of the CONTRACT DOCUMENTS and judge of the performance thereunder by both the OWNER and the CONTRACTOR. The ARCHITECT and/or ENGINEER shall render written interpretations necessary for the proper execution or progress of the work within fifteen days on written request of either the OWNER or the CONTRACTOR, unless such interpretation can only be made after testing, in which case an interpretation must be rendered within fifteen days after completion of such test, and shall render written decisions, within fifteen days, on all claims, disputes and other matters in question between the OWNER and the CONTRACTOR relating to the execution or progress of the work or the interpretation of the CONTRACT DOCUMENTS."

- 5.2.6 Add the following subparagraph:

"1.5.14.1 Where a Change Order is required due to field adjustment, design deficiency omission or error, the Change Order shall be prepared ~~at no cost to the Owner.~~" without additional compensation to the Architect.

- 5.2.7 Add the following Subparagraphs:

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

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

15.2.8 1.7.17 Delete the Subparagraph in its entirety

15.3 ARTICLE 2 - THE OWNER'S RESPONSIBILITY:

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

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

15.4 ARTICLE 3 - CONSTRUCTION COST:

15.4.1 Add the following Subparagraph:

"3.1.3.1 Compensation to the ARCHITECT and/or ENGINEER shall be as set forth in Article 14. When compensation is based on "Percentage of Construction Cost" the establishing of the percentage shall be the amount of the Construction Contract awarded. Once established, the same percentage figure shall apply to any recomputation of fee occasioned by Change Order, and only Change Orders that increase the contract amount shall be used in recomputation. Where a Change Order is required because of field adjustments, design deficiencies, omission or errors, the amount of that Change Order shall not apply toward computation of ARCHITECT and/or ENGINEER'S compensation".

15.4.2 Add the following Subparagraph:

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

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

"6.1.3 If the Contract Time initially established in the Construction Contract is exceeded by more than thirty days through no fault of the ARCHITECT and/or ENGINEER, compensation for Basic Services performed by Principals, employees and professional consultants required to complete the Administration of the Construction Contract beyond the thirtieth day shall be computed as set forth in Paragraph 14.4.1 and 14.4.2 for Additional Services. No additional services by the ARCHITECT and/or ENGINEER in connection with semi-final and final inspection shall be subject to additional compensation to the Architect."

15.5 ARTICLE 8: OWNERSHIP OF DOCUMENTS:

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

"ARTICLE 8: OWNERSHIP OF DOCUMENTS".

8.1 The Owner shall have unlimited rights in the ownership of all drawings, designs, specifications, notes and other work developed in the performance of the AGREEMENT, including the right to use same on any other Owner's projects without additional cost to the Owner, and with respect thereto the ARCHITECT and/or ENGINEER agrees to and does hereby grant to the Owner a royalty-free

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

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

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

15.6 ARTICLE 9 - ARBITRATION

Delete ARTICLE 9 in its entirety.

15.7 ARTICLE 10 - TERMINATION OF AGREEMENT

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

15.7.2 10.4 Delete in its entirety.

15.8 ARTICLE 11 - MISCELLANEOUS PROVISIONS

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

"-----South Carolina."

5.9 ARTICLE 14 - BASIS OF COMPENSATION

5.9.1 14.6 Delete in its entirety and substitute therefor the following:

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

15.10

Special Considerations

The following provisions supersede, change and modify any contrary provisions contained in other articles of this agreement.

15.10.1

Supplement to Article 1.6: Project Representation:

The Owner and Architect agree that the Architect will employ a full-time Project Representative at the site during the Construction Phase and One-Year Warranty Phase of this project in accordance with AIA Document B352, (see Exhibit A, attached).

The Owner will reimburse to the Architect the Owner's proportionate share of the Direct Personnel Expense of this representative in accordance with the following ratio:

The Architect's share of this expense shall be 33-1/3%, not to exceed \$33,000.00. When the \$33,000.00 is expended by the Architect, the Owner shall thereafter reimburse to the Architect 100% of the Direct Personnel Expense of the project representative for the remaining period of his employment. The office/trailer, furnishings, supplies, utilities, and telephone services shall be furnished by the Owner. Long distance telephone calls shall be covered by the Architect's Basic Service.

15.10.2

Supplement to Article 1.7: Additional Services:

15.10.2.1.

The Architect will provide analyses of the Owner's needs and will provide programming consultation with respect to requirements of the project as a part of basic services.

15.10.2.2

The Architect will provide services to the Owner within the one-year warranty period of the project as a part of basic services.

15.10.2.3.

The Architect will provide landscape design services and interior design services for this project as Additional Services, subject to negotiation when these services are authorized by the Owner.

15.10.3.

The Architect further agrees:

15.10.3.1.

to furnish, at Lander College's option, one colored artist's rendering of the project, suitably framed for display. The cost of this rendering and framing shall be charged as a Reimbursable Expense (see Section 14.5).

CONTINUATION OF ARTICLE 15:

- 15.10.3.2. For purposes of Article 3.2.4, the Project Construction Budget shall be Five Million, Eight Hundred Thousand Dollars (\$5,800,000.00).
- 15.10.3.3. that the following schedule will be generally adhered to for this project beginning from date hereof:
- 18 Months - Schematic Design Phase; Design Development Phase; Construction Documents Phase; Bidding or Negotiation Phase
 - 24 Months - Construction Phase
 - 12 Months - One-Year Warranty Period
 - 6 Months - Contingency
 - 60 Months - Total
- 15.10.3.4. that the Architect now maintains a \$300,000 Professional Liability Policy and shall furnish Owner copy of the policy. Should Owner elect to require limits in excess of \$300,000, but not to exceed \$1,000,000, the cost of the additional premium will be reimbursed to the Architect by the Owner at actual cost.
- 15.10.3.5. that funds to apply toward the Architect's compensation are limited to one hundred thirty thousand dollars (\$130,000). It is estimated that professional services through approximately one-half of the Design Development Phase can be accomplished within these available funds. The Owner's financial commitment for architectural services shall not exceed \$130,000 until the Owner provides the Architect with written authorization to exceed this amount.
- 15.10.3.6. that a prorata credit for Schematic Design Phase compensation paid on account of the Performing Arts Wing in the amount of ten thousand, seven hundred twenty-six dollars (\$10,726.00) is included in basic compensation. This credit represents that portion of the total compensation previously paid that applies to this wing. Other portions of the previously paid compensation apply to administrative offices and other spaces which are no longer anticipated in this project.

CONTINUATION OF ARTICLE 15:

15.11 For Additional Services of Consultants:

15.11.1 For Consultants for acoustical treatment and design and for theatrical rigging and lighting design, the Architect will be paid fifty-seven thousand and 00/100 dollars (\$57,000.00) as incurred, and this amount shall be adjusted by multiplying by 1.25 in accordance with Sub-Paragraph 14.4.2. All consultant incident expenses, including travel, lodging, telephone calls and reproduction of consultant documents, shall be included in the above figure.

15.12. For Reimbursable Expenses:

15.12.1. The Architect will be reimbursed for the following:

- a. Reproduction of Plans and Specifications; approval sets and thirty (30) sets of Bid Documents.
- b. Job progress and completion photographs, 50 rolls.
- c. Project model materials.
- d. Long distance telephone calls during design phases and construction phase, including one year warranty period and including calls to consultants.
- e. Postage and UPS.
- f. Travel and lodging during design phases and construction phase and one year warranty period.

15.12.2. The Architect will be reimbursed for expenses listed above in the amount of twenty-three thousand, eight hundred eighty-four and 00/100 dollars (\$23,884) as incurred, and this amount shall be adjusted by multiplying by 1.1 in accordance with Sub-Paragraph 14.5.

15.13. The Owner agrees:

15.13.1. to furnish all surveying services, soil testing services, material testing services and mylar base sheets.

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE ARCHITECT'S PROJECT REPRESENTATIVE

AIA DOCUMENT B352

Recommended as an Exhibit When an Architect's Project Representative is Employed

1. GENERAL

1.1 The Architect and the Architect's Project Representative have authority to act on behalf of the Owner only to the extent provided in contractual agreements to which the Architect is a party. The Project Representative shall confer with the Architect at intervals and on occasions appropriate to the stage of construction. The Project Representative shall communicate with the Owner through, or as directed by, the Architect; and shall not communicate with Subcontractors unless authorized by the Contractor and the Architect.

2. DUTIES AND RESPONSIBILITIES

2.1 Observe the progress and quality of the Work as is reasonably necessary at that stage of construction to determine in general that it is proceeding in accordance with the Contract Documents. Notify the Architect immediately if, in the Project Representative's opinion, Work does not conform to the Contract Documents or requires special inspection or testing.

2.2 Monitor the construction schedule and report to the Architect conditions which may cause delay in completion.

2.3 Review Contract Documents with the Contractor's superintendent. Obtain necessary interpretations from the Architect and transmit them to the Contractor.

2.4 Consider the Contractor's suggestions and recommendations, evaluate them and submit them, with recommendations, to the Architect for a final decision.

2.5 Attend meetings as directed by the Architect and report to the Architect on the proceedings.

2.6 Observe tests required by the Contract Documents. Record and report to the Architect on test procedures and, where applicable, the results. Verify testing invoices to be paid by the Owner.

2.7 Maintain records at the construction site in an orderly manner. Include correspondence, Contract Documents, Change Orders, Construction Change Authorizations, Architect's Supplemental Instructions, reports of site conferences, Shop Drawings, Product Data, Samples, supplementary drawings, color schedules, requests for payment, and names and addresses of contractors, subcontractors and principal material suppliers.

2.8 Keep a diary or log book recording the Project Representative's time and activities related to the Project, weather conditions, nature and location of Work being performed, verbal instructions and interpretations given to the Contractor, and specific observations. Record any occurrence or Work that might result in a claim for a change in Contract Sum or Contract Time. Maintain a list of visitors, their titles, and time and purpose of their visit.

2.9 Assist the Architect in reviewing Shop Drawings, Product Data and Samples. Notify the Architect if any portion of the Work requiring Shop Drawings, Product

Data or Samples is commenced before such submittals have been approved by the Architect. Receive and log Samples which are required to be furnished at the site, notify the Architect when they are ready for examination, and record the Architect's approval or other action. Maintain custody of approved Samples.

2.10 Observe the Contractor's Record Drawings at intervals appropriate to the stage of construction and notify the Architect of any apparent failure by the Contractor to maintain up-to-date records.

2.11 Review Applications for Payment submitted by the Contractor and forward them to the Architect with recommendations for disposition.

2.12 Review the list of items to be completed or corrected which is submitted by the Contractor with a request for issuance of a Certificate of Substantial Completion. Inspect the Work and if the list is accurate, forward it to the Architect for final disposition; if not, so advise the Architect, and return the list to the Contractor for correction.

2.13 Review and report to the Architect on conditions of the portions of the Project being occupied or utilized by the Owner or separate contractors, to minimize the possibility of claims for damages.

2.14 Assist the Architect in final inspection of the Work. Receive from the Contractor and prepare for transmittal to the Owner the documentation the Contractor is required to furnish at the completion of the Work.

3. LIMITATIONS OF AUTHORITY

The Project Representative shall NOT:

3.1 Authorize deviations from the Contract Documents.

3.2 Approve substitute materials or equipment except as authorized in writing by the Architect.

3.3 Personally conduct or participate in tests or third party inspections except as authorized in writing by the Architect.

3.4 Assume any of the responsibilities of the Contractor's superintendent or of Subcontractors.

3.5 Expedite the Work for the Contractor.

3.6 Advise on, or issue directions concerning, aspects of construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work.

3.7 Authorize or suggest that the Owner occupy the Project in whole or part.

3.8 Issue a Certificate for Payment or Certificate of Substantial Completion.

3.9 Prepare or certify to the preparation of Record Drawings.

3.10 Reject Work or require special inspection or testing except as authorized in writing by the Architect.

3.11 Order the Contractor to stop the Work or any portion thereof.

LANDER COLLEGE FINE ARTS CENTER

EXHIBIT

Project H21-005
Attachment B. (2)

AUG 22 1980

NO. 1

STATE BUDGET & CONTROL BOARD

Advertisement to run August 24, 25 & 26, 1979

Lander College will accept resumes of qualifications from interested architectural and/or engineering firms for the design of a Fine Arts Building on the Lander College campus, Greenwood, South Carolina. Firms submitting resume of qualifications shall include a list of all contracts, including construction cost, the firm has executed on State work in the past two years.

The firm selected shall be thoroughly experienced in the design of major fine arts facilities.

Correspondance should be addressed to:

George S. Franke
Director of Physical Plant
Lander College
Greenwood, South Carolina 29646

Replies will be accepted through September 14, 1979

Note: Ad should run three times in THE STATE. The first appearance of the ad should be at least 21 days in advance of the closing date.

**ARCHITECTURAL/
ENGINEERING RESUMES**

Lander College will accept resumes of qualifications from interested architectural and/or engineering firms for the design of a Fine Arts Building on the Lander College campus, Greenwood, South Carolina. Firms submitting resume of qualifications shall include a list of all contracts, including construction cost, the firm has completed on State work in the past two years. The firm selected shall be thoroughly experienced in the design of major fine arts facilities. Correspondence should be addressed to:

George S. Franke
Director of Physical Plant
Lander College
Greenwood, South Carolina 29646
Replies will be accepted through
September 14, 1979

LANDER COLLEGE FINE ARTS CENTER

Project H21-005

EXHIBIT

COLUMBIA NEWSPAPERS, INC.

AUG 22 1980

NO. 1

Columbia, South Carolina

STATE BUDGET & CONTROL BOARD

Publishers of

The State

AND

The Columbia Record

Mornings and Sunday

Evenings except Sunday

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Personally appeared before me Carl M. Regal, Retail Advertising Manager
of THE STATE, and makes oath that the advertisement,

Architectural/Engineering Resumes

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

August 24, 25, 26, 1979

Carl M. Regal

Subscribed and sworn to before me
this 27th day of August 19 79.

Emma Lee Sadler Notary Public

3720

EXHIBIT

LANDER COLLEGE FINE ARTS CENTER

AUG 22 1980

NO. 1

Project H21-005

STATE BUDGET & CONTROL BOARD

Attachment B. (4)

List of A/E Contracts

<u>Year</u>	<u>Name of Firm</u>	<u>Construction Cost</u>
1978	Wilbur Smith & Associates	\$135,000
1977	Tarleton-Tankersley Architectural Grp.	\$4,021,400
1980	W. E. Gilbert & Associates	\$290,000
1980	Neal Architects	\$130,000
1980	Wilbur Smith & Associates	\$448,000

EXHIBIT

AUG 22 1980 NO. 1

LANDER COLLEGE FINE ARTS CENTER

STATE BUDGET & CONTROL BOARD

Project H21-005

Attachment B. (3)

List of all firms responding to the advertisement

<u>Name</u>	<u>State Work past two years</u>
A.D.E.P.	-0-
Architectural Planning Assoc.	-0-
Carlisle Associates	\$2,012,000
Clark Associates	\$1,659,777
Craig, Gaulden & Davis	\$6,000,000
Fellers & Associates	\$10,500,000
Fulmer & Crawford	\$536,000
W.E. Gilbert & Associates	\$800,000
Lashley, Yaes & Associates	-0-
J. Allison Lee	\$1,893,800
Lockwood Greene, Engineers	\$25,600,000
W. Powers McElveen & Associates	-0-
McNair, Gordon & Johnson	\$16,419,000
Patchen, Mingledorff	\$1,402,000
Rosenblum & Associates	-0-
J. E. Sirrine Company	-0-
Wilbur Smith & Associates	\$10,930,000
Stevens & Wilkinson	\$19,100,000
Tarleton-Tankersley Architectural Grp.	\$4,260,400
Westmorland/McGarity/Pitts	\$3,500,000

Lander

COLLEGE

Greenwood, South Carolina 29646
Telephone (803) 229-8300

Office of the President

EXHIBIT

AUG 22 1980 NO. 1

STATE BUDGET & CONTROL BOARD

March 31, 1980

Mr. John McPherson
Chief Engineer
Budget and Control Board
P. O. Box 11333
Columbia, SC 29211

RECEIVED

MAR 1 1980

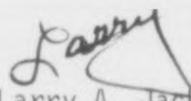
S.C. BUDGET AND
CONTROL BOARD

Dear John:

I enclose a copy of the letter from Jim Bostic to Bill Putnam regarding the Fine Arts Building. Ed and I appreciated your slipping out of your conference for a few minutes on Friday. We were anxious to get back to Greenwood so that our Board member, Sara Liverance, could drive on to Anderson and that worked out well.

We will have George call you today to discuss the fee.

Sincerely,



Larry A. Jackson
President

LAJ/bd
Enclosure

3723



SOUTH CAROLINA COMMISSION ON HIGHER EDUCATION

RUTLEDGE BUILDING

1429 SENATE STREET

COLUMBIA, S. C. 29201

March 19, 1980

TELEPHONE
803/758-2407

Mr. William T. Putnam
Executive Director
State Budget and Control Board
212 Wade Hampton Office Building
Columbia, SC 29211

Dear Bill:

In two letter dated February 11, 1980, to me, you requested information from the Commission regarding fine arts, physical education/athletics, and continuing education. We have requested appropriate data and comments from the presidents of the public colleges and universities and are working on a response to your letters. We plan to consider the policy issues proposed in your letters at the April 3, 1980, meeting of the Commission.

The Commission has reviewed the recommendations of the Budget and Control Board on projects to be funded with Capital Improvement Bonds and is pleased that the Board has followed the priorities of the Commission in considering the first 21 projects recommended by it. The Commission believes, however, that the Board carried over three projects which should be acted on now and, the Commission asked me to convey this request to you.

The Lander fine arts facility is Priority 3 on the Commission's list of 41 facilities. The fine arts program at Lander is designed primarily to serve the academic program of the College. The new facility will include teaching and studio space for music and art, faculty offices, and a recital hall. The recital hall will seat 600-700 and will be utilized for other academic purposes such as lectures. The only auditorium presently available is a small inadequate theater seating about 200 people.

Although the public will be invited to presentations in the fine arts facility, these will be primarily College events, designed as part of the instructional program. The

3724

EXHIBIT

Mr. Putnam
Page 2
March 19, 1980

AUG 22 1980 NO. 1

STATE BUDGET & CONTROL BOARD

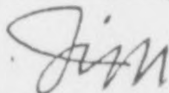
utilization by the College will be such that the facilities will only occasionally be available for non-College sponsored events.

Architectural & Engineering (A&E) funding for the Clemson University Continuing Education Center is our Priority 9. In its report, the Commission recommended that "Clemson develop a budget which provides for significant funding from sources other than state appropriations (e.g., private donations, foundation grants, revenues bonds)." President Bill Atchley has stated that Clemson intends to seek private funding to the extent possible. The provision of A&E funding will assist Clemson in seeking private support by enabling Clemson to prepare the drawings, sketches, models, etc., which enhance the solicitation of funds.

A library addition for USC-Aiken is our Priority 11. On February 15, Dr. Boozer responded to Mr. William A. McInnis concerning this project, which is needed to enable the institution to meet minimum standards for their library holdings.

It is recommended that the Budget and Control Board favorably consider the requests for funds for the new fine arts facility at Lander College, for A&E planning for a continuing education center at Clemson, and for a library addition at USC-Aiken during this fiscal year.

Sincerely,



James E. Bostic, Jr.
Chairman

1a

cc: Members, Commission on Higher Education
President Bill L. Atchley
President Larry A. Jackson
President James B. Holderman
Howard R. Boozer

3725



AUG 21 1980

From the desk of -

KATHERINE CLARKE

August 20, 1980

Bill,

Here is the information on the Lander building. It would be great if you could take a poll on approving the architect.

Thanks,

Kitty

KMC/ge

Attachment

3726

AUG 21 1980

Lander

COLLEGE

Greenwood, South Carolina 29646
Telephone (803) 229-8300

Office of the President

June 18, 1980

RECEIVED

JUN 19 1980

REFERRED TO

ANSWERED

The Honorable Richard W. Riley
Governor of South Carolina
Post Office Box 11450
Columbia, South Carolina 29211

Dear Governor Riley:

At your request, we have, with the involvement of Oscar Page, Vice President for Academic Affairs; Ed Troublefield, Vice President for Business and Administration; Charles Dunn, Vice President for College Relations; and George Franke, Campus Engineer; spent a large part of the day restudying the facility we are planning to house our majors in Art, Music, Speech and Drama. This building will be Phase II of our College Center and architectural integrity dictates that these buildings be joined.

The building as now planned has 75,000 square feet, with an additional 6,000 square feet needed to connect it to the first and existing phase of the College Center.

We have tried to react responsibly to your request to cut down the size of the building, and I am writing to say that we will cut 18,000 square feet out of the building. Not considering the 6,000 square feet needed to join the two buildings and create a walk-through atrium, this means a cut in the academic space of 24 per cent. Reducing the building by 24 per cent means that we will have to leave out the 700-seat auditorium and one entire academic discipline. The academic discipline omitted will be left in Old Main. Eventually we will have to either construct a small building for the discipline left out of this building, or renew a part of Old Main for it. Also, we will plan, in some future years, to construct an auditorium. We will plan to finance the auditorium with a combination of funds, including gifts and institutional bonds.

I believe that you are aware that in 1974 Lander developed, with the help of an outstanding planner, Mr. Davis Byrd of Florence, a Master Plan for Campus Development which is unique and which had been evaluated as superior by a number of architects. We have tried

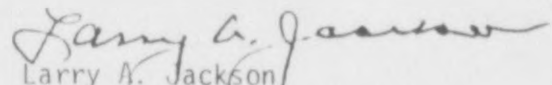
3727

The Honorable Richard W. Riley
June 18, 1980
Page 2

very carefully to maintain the integrity of that plan and will one day have an unusually functional and beautiful campus. We believe that the adjustments committed to in this letter can be accomplished without violating the integrity of the plan.

This academic space for the Arts is essential to the College and we appreciate very much your interest and support in this matter.

Sincerely,


Larry A. Jackson
President

LAJ:h1b

3728



THE COLLEGE OF CHARLESTON

CHARLESTON, SOUTH CAROLINA 29401

AUG 4 1980

July 29, 1980

EXHIBIT

AUG 22 1980

NO. 2

Office of the Vice President

STATE BUDGET & CONTROL BOARD

Mr. William A. McInnis
State Budget & Control Board
Office of the State Auditor
P. O. Box 11333
Columbia, South Carolina 29211

Dear Mr. McInnis:

Enclosed is a copy of Board Form E-11 for Project H 15-001, New Residence Hall, which is nearing completion of construction. As you will note, the total budget is authorized for \$3,150,000.

Recently the College has entered into an agreement with the Department of Housing and Urban Development (HUD) for a loan of \$3,030,000 for forty years at a rate of three percent. The cost of furnishings, which was budgeted at \$240,000, does not qualify for HUD loan purposes.

The College therefore proposes to purchase the furniture for this 333-bed residence hall with Plant Improvement Fees in the amount of \$200,000. Our Bonding Attorney has requested that the College deposit with the State Treasurer the first year's interest which is due on May 30, 1981, which amounts to \$91,000. This we also propose to fund from Plant Improvement Fees. They are the only funds available for this purpose.

The approval of the Budget and Control Board in the amount of \$291,000 is being requested because of the source of funds we propose to use (Plant Improvement Fees) and the bonding resolution associated with the use of these funds. As a result of recent legislation, approval of these proposals is also needed from the Joint Bonding Committee. A current Statement of Plant Improvement Fees resources is also attached.

Your assistance in obtaining these approvals will be greatly appreciated.

Sincerely yours,

V. G. Rivers
V. G. Rivers
Vice President, Institutional Research

VGR:jlw

Enclosures

cc: John McPherson

FOUNDED 1770

3729

*BAW for SFAR
6/27/80
7/20/80*

FAI IMPTS

*FUND SFAR
MONEY*

AUG 4 1980

Form E-11

(Rev. 7-72)

Submit in Duplicate

REVISION OF PROJECT COST ESTIMATE

Date April 26 1979Institution or Agency The College of CharlestonName of Project New Residence Hall No. H 15-001To: State Budget and Control Board
Columbia, South Carolina

EXHIBIT

Your approval of the following revised cost estimate on the above project is requested.

AUG 22 1980

NO. 2

A statement is attached indicating the necessity of these revisions. *

STATE BUDGET & CONTROL BOARD

Item	Last Estimate	Revised Estimate	Change
Site	\$ - 0 -	\$ - 0 -	\$ - 0 -
Grading	- 0 -	- 0 -	- 0 -
Construction Change Order #2	2,566,959.00	2,580,119.00	+ 13,160.00
Survey and Testing Fees	3,500.00	3,500.00	- 0 -
Fees Architect	133,700.00	133,700.00	- 0 -
Legal and Administrative Fees	15,000.00	15,000.00	- 0 -
Renovation	- 0 -	- 0 -	- 0 -
Basic Equipment and Supplies	240,000.00	240,000.00	- 0 -
Landmarking State Treasury Fee	3,150.00	3,150.00	- 0 -
Builder's Risk Insurance	4,000.00	4,000.00	- 0 -
Other Purchase of Real Estate	105,953.00	105,953.00	- 0 -
Resident Engineer (cost of which is shared on a 50-50 basis with the architect)	20,000.00	20,000.00	- 0 -
Contingencies	57,738.00	44,578.00	- 13,160.00
Total Estimated Cost	\$ 3,150,000.00	\$ 3,150,000.00	\$ - 0 -

(Signed)

V. G. Rivers

Title Vice President, Institutional Research

* If the total estimated cost of the project has been increased, the source of the additional funds required should be indicated also.

APPROVED

FOR STATE AUDITOR

DATE

MAY 08 1979

3730

7/29/80

AUG 4 1980

COLLEGE OF CHARLESTON

Plant Improvement Fund Report
as of June 30, 1980DEBT SERVICE FUND

Balance July 1, 1979		\$ 198,172
Add: Receipts:		
Student Fees	\$ 580,560	
Interest Income	46,730	
Transfers from Reserve	<u>115,279</u>	<u>742,569</u>
Total available		\$ 940,741
Less payments:		
Principal and Interest	\$ 241,214	
Refunds	7,821	
Transfers to Reserve Fund	<u>379,310</u>	<u>(628,345)</u>
Balance - Debt Service Fund		\$312,396

RESERVE FUND

Balance July 1, 1979		\$477,518
Add:		
Transfers from Debt Service (net)	\$264,031	
Interest Income	<u>76,590</u>	
	\$340,621	
Less: Withdrawals		
Purchase of Property	<u>\$170,382</u>	<u>170,239</u>
BALANCE June 30, 1980		<u><u>\$960,153</u></u>

EXHIBIT

AUG 22 1980 NO. 2

STATE BUDGET & CONTROL BOARD

3731

1) Excess funds can be
used ~~for~~ by facilities
for lawful purposes.

2) Library Bonds Debt
Service acct need
\$23,000 before 1/1/81
for dept service payment
(Acct. # 241 000 91)

3732

Henny
8/13/81

STATUS OF REQUIRED DEBT SERVICE AND BOND RESERVE FUNDS

REPORT AS OF 8/12/80

INSTITUTION: College of Charleston

1. This report is on the status of the Funds established to ensure the timely payment of principal and interest costs of the following bond issue(s):

- (a) Type of Bonds: DSF - Fac Imp Bds CoC
- (b) Issue Amount(s): \$3,300 M
- (c) Issue Date(s): 11/1/77
- (d) Issue(s) Pursuant to:
- (1) Act(s) 762 of 1976
- (2) Resolution(s) dated: 11/1/77
- (e) Source(s) of Revenues Reported: (1) Special Fees (2) Loan Subsidies

* * * * *

2. DEBT SERVICE FUND

- (a) Account # 24100112 Balance. \$ 314,280.13
- (b) Amount Required for Next Installment Due: 1/1/81
- (1) For Interest. \$ 86,062.50
- (2) For Principal \$ 100,000.00
- (3) For Paying Agent's Fee \$ 136.00
- (4) Total Debt Service Fund Requirement (186,198.50)
- (c) Balance : (X) Can be transferred to Debt Reserve a/c
- () Transferred as of _____ J.V.# _____ \$ 128,081.63

* * * * *

3. BOND RESERVE FUND

- (a) Balance From Line 2(c), above \$ 128,081.63
- (b) Account # 24100113 Balance \$ 648,923.00
- (c) Total \$ 777,004.63
- (d) Amount Required is Highest Principal and Interest Payment in Any Fiscal Year After Above Date
- (Fiscal Year 1988-89) (316,525.00)
- (e) EXCESS FUNDS AVAILABLE \$ 460,479.63
- (1) Previously Encumbered But Not Drawn
- (For Project #'s _____) (_____)
- (2) Proposed For Encumbrance by E-1 Form(s) Attached (_____)
- (3) Balance \$ _____

* * * * *

4. OUTSTANDING DEBT BALANCE (Principal amount only)

3733

\$ 3,200,000.00

college of charleston
Facilities Improvements Fund Report
as of June 30, 1980
by Jane Brun

<u>Debt Service Fund - A/c # 2410 0112</u>			
7-1-79 - Balance			177 640 20
Add Receipts:			
Student Fees	577 102 50		
Interest Income	46 729 60		
Transfer From Reserve	115 279 11		
	<u>739 111 21</u>		
Less Payments:			
Principal + Int + Paying Rg	241 213 50		
Inter Dept. Transfer (7-2-79)	9 078 24		
Refunds	7 820 59		
Transfer to Reserve Fund	379 309 81		
	<u>637 422 14</u>		
Balance - Debt Service Fund (continued)			<u>279 329 27</u>
6-30-80			
<u>Debt Service Fund A/c # 2410 0113</u>			477 517 68
7-1-79 Balance			
Add:			
Transfer from Debt Ser. to Res	379 309 81		
Interest Income	<u>76 590 36</u>		
	455 900 17		
Less: Withdrawals:			
Purchase of Property	170 382 00		
(4-11-80 pr # 4633)	<u>115 279 11</u>		
	285 661 11		
Balance Debt Service Reserve Fd.			<u>647 756 74</u>
6-30-80			
Total Debt Service + Debt Reserve			927 086 01

EXHIBIT

AUG 22 1980 NO. 2

STATE BUDGET & CONTROL BOARD

EXHIBIT

AUG 22 1980

NO. 2

Balances
8-12-80

STATE BUDGET & CONTROL BOARD

Library Bonds

24100091

140 093 91 (23000)

SFHR Bonds

24100096

383869 10 91000 - *

Institution Bds

24100098

11 326 11

Fac Imp. DS

24100112

314280 13

Fac Imp DS Res

24100113

648923 00

SFHR. Debt Res for BAN

24100135

9090000

- 1) Excess funds available from Cost Facilities Imp.
- 2) Interest payment on HUD Bonds
- 3) Cost of furnishings to be used from excess funds
- 4) Remaining funds (excess) if transfer is approved

460,479 63

(9100000) — *

(20000000)

16947963

3735

May 21, 1980

Honorable Theodore B. Guerard
Attorney at Law
Guerard and Applegate, P.A.
125 Church Street
Charleston, South Carolina 29401

RE: College of Charleston Student Faculty Housing Revenue
Bonds

Dear Mr. Guerard:

Pursuant to your telephone conversation with Melvin Commins of our office, I am enclosing herewith a copy of a letter from Mr. Richard Cain, Jr., of South Carolina National Bank which lists the balances in all the accounts at South Carolina National Bank on the above referenced bonds.

If I can be of any further assistance, please call me.

Very truly yours,

Jane M. Green (Mrs.)

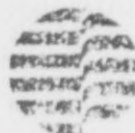
JMG:bb

Enclosure

3736

Corporate Trust Department
PO Box 168
Columbia SC 29202
Tel 803 765 3447

OFFICE OF
STATE TREASURER



South Carolina
National Bank

May 16, 1980

Mrs. Jane M. Green, Accountant
Office of State Treasurer
State of South Carolina
Post Office Drawer 11778
Columbia, South Carolina 29211

Dear Mrs. Green:

In Re Transfer of Funds - College of Charleston and Resulting
Balances

Below are listed the balances in College of Charleston accounts
as of 05/15/80.

ACCOUNT #	BALANCE
0 2192 3 PA-TI Col Chas 61 Bd & Int Fund	\$ 35.40
0 2193 1 TI Col Chas 61 Dt Ser Res Fund	31,999.97 (There is a \$.03 computer error on this account total. This total will be \$32,000.00 when error is corrected)
0 2194 9 CU-TI Col Chas 61 Rep & Repl R	25,000.00
0 2515 5 TI Coll Chas Ser A 70 Debt Ser	16.64
0 2516 3 CU-TI Coll Chas Dbt Ser Res AB	229,316.67
0 2847 2 TI Col Chas Fac Stu Hsn Bd Ser	58.44
0 3526 1 TI Col Chas Stu & Fac C Dbt S	47,865.58
0 3944 6 TI Coll Chas Series D Dbt Serv	154.16
0 3946 1 TI Coll Chas Series D Const Fu	-0-
0 3947 9 TI Coll Chas Ser D Rep & Repla	29,155.13

If you have any questions, please feel free to call.

Sincerely,

Peggy Baranowski

Peggy Baranowski
Supervisor
Bond Operations

3737

STATUS OF REQUIRED DEBT SERVICE AND BOND RESERVE FUNDS

REPORT AS OF July 22, 1980

INSTITUTION: College of Charleston

1. This report is on the status of the Funds established to ensure the timely payment of principal and interest costs of the following bond issue(s):

- (a) Type of Bonds: Student and Faculty D S CoC
- (b) Issue Amount(s): All issues for Total of \$5,781,496.00
- (c) Issue Date(s): Various 1962/79
- (d) Issue(s) Pursuant to:
- (1) Act(s) _____ of _____
- (2) Resolution(s) dated: Various
- (e) Source(s) of Revenues Reported: Housin Revenue
- * * * * *

2. DEBT SERVICE FUND

- (a) Account # 24100096 Balance. \$ 383,920.18
- (b) Amount Required for 11/1/81, 11/1/80
- (1) For Interest. \$ 153,372.87 153,372.87
- (2) Y2 Principal due May + July \$ 69,730.38 69,730.38
- (3) For Paying Agent's Fee \$ 120.18
- (4) Total Debt Service Fund Requirement (223,223.43)
- (c) Balance : (1) Can be transferrred To CoC for Operations
- (2) Transferred as of _____ J.V.# \$ 160,696.75
- * * * * *

3. BOND RESERVE FUND - Corp. Trustee

- (a) Balance From Line 2(c), above \$ _____
- (b) Account # _____ Balance \$ _____
- (c) Total \$ _____
- (d) Amount Required is Highest Principal and Interest Payment in Any Fiscal Year After Above Date (Fiscal Year 1981-82) (339,334.93)
- (e) EXCESS FUNDS AVAILABLE \$ _____
- (1) Previously Encumbered But Not Drawn (For Project #'s _____) (_____)
- (2) Proposed For Encumbrance by E-1 Form(s) Attached (_____)
- (3) Balance \$ _____
- * * * * *

4. OUTSTANDING DEBT BALANCE (Principal amount only)

3738

\$ 4,106,154.14

0 • *G

0 • *

1/2 Principal
4,000.00 +
9,380.38 +
1,000.00 +
12,500.00 +
42,500.00 +
350.00 +
69,730.38 *+

Int.
3,656.25 +
823.62 +
2,160.00 +
29,610.00 +
53,812.50 +
17,860.50 +
45,450.00 +
153,372.87 *+

)
223,103.25 *G

The Bond Anticipation Note shall be substantially in the form attached hereto as Exhibit A, with such changes as the executing officer shall approve, his execution to be conclusive proof of his approval.

The Bond Anticipation Note shall be issued in anticipation of the issuance of Bonds pursuant to the Bond Act in the aggregate principal amount of \$3,030,000, and unless the Bonds can be issued on a parity with the Outstanding Bonds at or prior to the maturity of the Bond Anticipation Note, in anticipation of the issuance pursuant to the Advanced Refunding Act of Bonds in the aggregate principal amount of \$3,030,000 and refunding bonds in an amount sufficient to pay and redeem the Outstanding Bonds.

Section 2.

Execution.

The Bond

Anticipation Note shall be executed on behalf of the Board of Trustees by the Chairman of the Board of Trustees, and the seal of the College shall be affixed thereon and shall be attested by the President of the College.

Section 3.

Security for the Bond Anticipation

Note. For the payment of the principal of and interest on the Bond Anticipation Note as and when the same shall become due and payable, the Board of Trustees hereby irrevocably pledges (1) the entire principal proceeds of the Bonds, (2) the proceeds derived from the sale of the Bond Anticipation Note

until expended as herein authorized, and (3) the rental revenues derived from the Facilities after discharge of the Board of Trustee's obligation to the holders of the Outstanding Bonds.

Section 4. Use of Proceeds. From the proceeds derived from the sale of the Bond Anticipation Note, the sum of \$90,000 shall be set aside in a separate account and applied to the payment of any interest not paid when due from rental revenues derived from the Facilities, and the balance shall be expended to defray the cost of acquiring and constructing the Project, including reimbursement of funds advanced or borrowed for such purposes.

Section 5. Maintenance of Deposit to Pay Interest.
The Board of Trustees covenants and agrees to maintain on deposit at all times in a separate account for the payment of interest to become due on the Bond Anticipation Note an amount not less than the interest to become due during the next succeeding twelve (12) months or, if the Note matures in less than twelve (12) months, an amount not less than the interest to become due until maturity.

not paid to your account

0. *

3,030,000. x

0.03 =

90,900.00 **

THE END