

MINUTES OF BUDGET AND CONTROL BOARD MEETING

JUNE 11 1974

The Budget and Control Board met in the Conference Room of the Governor's office at 10:30 a. m. on June 11, 1974, with the following members in attendance.

Governor John C. West  
Senator Rembert C. Dennis  
Mr. R. J. Aycock  
Mr. Henry Mills  
Mr. Grady L. Patterson, Jr.

Also in attendance were Messrs. P. C. Smith, W. T. Putnam and W. A. McInnis.

INDUSTRIAL REVENUE BONDS - DARLINGTON COUNTY - Mr. Leo

Moreau, President of Nytronics Components Group, Inc., appeared before the Budget and Control Board to further discuss the Petition of Darlington County for the issuance of Industrial Revenue Bonds in the amount of \$2,875,000 on behalf of his Company.

As requested by the Budget and Control Board in its meeting of May 22, 1974, Mr. Moreau presented a brochure containing recent appraisal figures of certain assets owned by his Corporation. These appraisals indicated that the real property of the Corporation was presently worth \$1,800,000, but that the value would increase to \$2,100,000 upon completion of the proposed lease hold improvements. The appraisals further revealed that standard equipment would represent an investment of \$1,057,164 in addition to a substantial amount of specialized equipment.

Mr. Moreau also advised the Board that the Commercial Loan Insurance Corporation had agreed to issue lease coverage insurance in the amount of \$1,800,000 or 63% of the total bond issue.

Upon a motion by Mr. Henry Mills, the Board approved the Petition of Darlington County for the issuance of Industrial Revenue Bonds in the amount of \$2,875,000 for Nytronics Components Group, Inc.

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

MINUTES OF PREVIOUS MEETING - The Board approved, as written, the minutes of its meeting of May 22, 1974.

DEPARTMENT OF CORRECTIONS - PRISON INDUSTRY PROFITS - In a letter dated May 27, 1974, Mr. William D. Leeke, Director of the Department of Corrections, requested permission to use profits from the prison industries to increase inmate earnings. Although Board members were generally in agreement with this procedure, it was felt that Mr. Leeke should appear to discuss the matter further.

It was agreed that the matter would be deferred until a subsequent meeting at which time Mr. Leeke would be requested to appear before the Board.

A copy of Mr. Leeke's letter of May 27, 1974, has been retained in these files and is identified as Exhibit II.

TRAVEL REGULATIONS - Mr. Henry Mills called the Board's attention to the fact that travel regulations, as presently applied to State employees, permit a maximum reimbursement of \$2.50 for lunch provided the employee is not out of town over a twenty-four hour period. Mr. Mills reported that the question has now been raised as to whether this limit applies to members of Boards and Commissions who are not State employees.

Mr. Mills indicated that he felt that these Board members should be given consideration and was, therefore, asked to draft a proposed rule for further consideration by the Budget and Control Board.

TRAVEL EXPENSE - DR. R. I. WALKER - In a letter dated May 20, 1974, Mr. B. A. Daetwyler, Associate Vice President of the University

of South Carolina, advised that Dr. R. I. Walker was on a special assignment for the United States Army and was required to travel extensively in the Far East. In many places Dr. Walker was required to pay excessive hotel bills which at one point had reached eighty dollars (\$80) per day.

Although all reimbursements made to Dr. Walker are paid directly by voucher of the University of South Carolina, Mr. Daetwyler requested permission to exceed the limit of twenty-five dollars (\$25) per day for subsistence and to pay any amount specifically approved by the Department of Defense.

Board members expressed sympathy for the situation in which Dr. Walker found himself but questioned their authority to approve travel reimbursements in excess of limits prescribed by statute. Therefore, Mr. P. C. Smith was directed to discuss the matter with the Attorney General for resolution of the question.

A copy of Mr. Daetwyler's letter of May 20, 1974, has been retained in these files and is designated as Exhibit III.

HIGHWAY COMMISSION - INSURANCE - The Budget and Control Board was advised that State Highway Commissioners had inquired as to the possibility of their being covered under the State Health Insurance Plan.

The Budget and Control Board agreed that such a request has far reaching implications and directed that the matter be referred to Dr. Jack Mullins, Director of the State Personnel Division, for his study.

HIGHER EDUCATION FACILITIES COMMISSION - FUND ALLOCATION - In a letter dated May 31, 1974, Mr. James L. Solomon, Jr., Executive Director of the South Carolina Higher Education Facilities Commission, reported that South Carolina had been allocated additional Federal funds in the amount of \$536,454. Mr. Solomon also attached schedules showing the recommended allocation of these funds by the Advisory Council. These



recommended allocations are as follows.

Sumter Technical College	\$ 40 000
Voorhees College	100 000
Presbyterian College	100 000
Coker College	100 000
Columbia College	79 950
U. S. C. - Spartanburg	100 000
Midlands Technical College	20 504

The Budget and Control Board approved these recommendations.

Mr. Solomon's letter of May 31, 1974, and attached documents have been retained in these files and are collectively identified as Exhibit IV.

PARKS, RECREATION AND TOURISM - SELECTION OF ARCHITECT - The

Budget and Control Board approved a request of the Department of Parks, Recreation and Tourism for the hiring of Read Barnes as architect for the restoration of Hampton Plantation.

Data pertaining to this selection has been retained in these files and is identified as Exhibit V.

STATE BOARD OF EDUCATION - SCHOOL BONDS - In a letter dated

May 6, 1974, Dr. Cyril B. Busbee, State Superintendent of Education, advised the Budget and Control Board that the State Board of Education had approved a Resolution calling for the sale of \$14,200,000 of School Bonds for the building program for the fiscal year 1974-75 and requested Budget and Control Board authorization for this issue.

The Board gave unanimous approval to the request for the issuance of \$14,200,000 of School Bonds.

A copy of Dr. Busbee's letter of May 6, 1974, and of the Resolution of the State Board of Education have been retained in these files and are collectively identified as Exhibit VI.

DEPARTMENT OF MENTAL HEALTH - RIGHT-OF-WAY - The Budget and

Control Board approved a request of the Department of Mental Health for permission to grant a right-of-way to the Southern Bell Telephone and



Telegraph Company for the construction of a manhole on the southeastern corner of Bull Street and Confederate Avenue.

A copy of the letter requesting permission for this right-of-way has been retained in these files and is identified as Exhibit VII.

BUDGET AND CONTROL BOARD - CAPITAL IMPROVEMENT RECOMMENDATIONS -

In the Budget and Control Board meeting of May 22, 1974, each member was furnished with a list of permanent improvement requests and preliminary recommendations. It was agreed at that time that the requests would be studied and the matter would be given further consideration at a later date. At its present meeting the Board agreed to finalize its recommendations which would be presented to the Ways and Means Committee of the House of Representatives.

During the meeting, Senator John Drummond of Greenwood County appeared on behalf of Lander College to request an additional \$618,000 of supplemental funds for the construction of the library of that institution.

After discussing many of the requests, the Budget and Control Board unanimously approved recommending forty-six projects for twenty-one agencies totaling \$64,570,415.00.

The Board unanimously agreed to strongly urge the Ways and Means Committee and the Senate Finance Committee to hold the total Capital Improvement Bond authorizations to approximately \$65,000,000.

A copy of the original requests and those items ultimately recommended have been retained in these files and are collectively identified as Exhibit VIII.

RETIREMENT SYSTEM - Mr. Purvis Collins, Director of the Retirement Division appeared before the Board to discuss the following matters.

PALMER COLLEGE EMPLOYEES - Mr. Collins told

Board members that he had had further discussions with representatives of the Internal Revenue Service and had found that, if special legislation were passed by the General Assembly, Palmer College employees could be permitted to "buy-in" to the South Carolina Retirement System without jeopardizing its approved status. He stated that such legislation has already been introduced.

REVISION OF ACTUARIAL TABLES - Mr. Purvis Collins advised the Board that actuaries retained by his Organization had submitted a report containing new actuarial assumptions which included salary scales and mortality and service tables which will permit the adoption of more favorable factors at the time of retirement. Upon his recommendation, the Board unanimously approved a Resolution adopting the new tables.

A copy of the Resolution has been retained in these files and is identified as Exhibit IX. The tables are contained in a report which is on file in the Office of the Retirement Division.

COST TO CHANGE BENEFIT STRUCTURE - As requested by the Budget and Control Board at its meeting of May 7, 1974, Mr. Collins presented a schedule showing the additional contributions which would be required for various changes in the benefit structure of the Retirement System.

At its previous meeting, the Board had shown particular interest in the reduction of the age of full retirement from sixty-five years to sixty years and the reduction of mandatory service period from thirty-five years

to thirty years. The schedule, as presented by Mr. Collins, indicated that to reduce the retirement criteria to age sixty or thirty years of service would require an additional annual contribution of \$8,900,000.

During the discussion, Senator Dennis questioned Mr. Collins concerning charges of excessive funding. Mr. Collins replied that the actuaries felt that the retirement system was sound but was not over funded.

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

GENERAL SERVICES DIVISION - The Budget and Control Board unanimously approved a request by Mr. Furman McEachern that his Organization be permitted to advertise for bids for the Gressette Building and the Blatt Building and that such bids be received by July 30, 1974.

PERSONNEL DIVISION - Dr. Jack Mullins, Director of the State Personnel Division, appeared before the Board to advise that a Bill had been introduced in the General Assembly amending the original Personnel Bill and asked what action, if any, the Board wished to take. Dr. Mullins was asked to review the matter with Mr. Mills, Mr. Patterson and Mr. Smith to see if further Board action was deemed advisable.

A copy of the above mentioned Bill has been retained in these files and is identified as Exhibit XI.

Dr. Mullins reported that the Board of Health had a stipend program in effect before the recent rules and regulations, pertaining to such programs, were adopted by the Budget and Control Board. It was agreed that contract renewals should be permitted under rules of the old program, where such were applicable.

The Budget and Control Board authorized Dr. Mullins and the Personnel Division to continue studying the various grades and classifi-

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cations as set forth in the Personnel System and to make appropriate changes which are deemed necessary.

Dr. Mullins advised that he had one additional item for consideration but that it pertained to personnel matters. Therefore, the Board members unanimously agreed to continue the meeting in Executive Session.

EXHIBIT I  
JUNE 11, 1974

A RESOLUTION

APPROVING THE UNDERTAKING OF THE DARLINGTON COUNTY COMMISSION TO FINANCE THE ACQUISITION, IMPROVEMENT AND FURTHER EQUIPPING OF EXISTING FACILITIES FOR THE MANUFACTURE OF ELECTRIC COMPONENTS (TO BE LEASED TO NYTRONICS COMPONENTS GROUP, INC.) THROUGH THE ISSUANCE OF \$2,875,000 DARLINGTON COUNTY INDUSTRIAL REVENUE BONDS PURSUANT TO ACT NO. 103 OF 1967, AS AMENDED, AND PROVIDING FOR THE PUBLICATION OF NOTICE OF SUCH APPROVAL.

WHEREAS, heretofore the Darlington County Commission, Darlington County, South Carolina, (the County Board) did, pursuant to Act No. 103 of the Acts of the General Assembly of the State of South Carolina for the year 1967, as amended, (the Act), petition the State Budget and Control Board of South Carolina (the State Board) seeking the approval of the State Board to an undertaking by the County Board pursuant to the Act; and

WHEREAS, the proposed undertaking consists of the acquisition by the County Board of a parcel of land containing approximately 7 1/2 acres located in Darlington County, South Carolina, together with the existing facilities located thereon, for the manufacture of electric components, now owned and operated by Nytronics Components Group, Inc., a Delaware corporation (the Lessee), and the improvement and further equipping of such facilities (said 7 1/2 acre tract of land, and the buildings, machinery and equipment constituting the said facilities, as improved and expanded, being hereinafter referred to as the Project) all of which is to be financed by the issuance of Bonds pursuant to the Act, and leased by the County Board to the Lessee; and

WHEREAS, in order to finance the acquisition, improvement and further equipping of the Project, the County Board proposes to provide for an issue of \$2,875,000 Darlington County, South Carolina, First Mortgage Industrial Revenue Bonds pursuant to the Act payable from the rentals derived from the Lessee and additionally secured by a Trust Indenture between Darlington County and a bank yet to be named, as Trustee; and

NOW, THEREFORE, BE IT RESOLVED BY THE STATE BUDGET AND CONTROL BOARD IN MEETING DULY ASSEMBLED:

1. It has been found and determined by the State Board

(a) That the statement of facts set forth in the recitals to this Resolution are in all respects true and correct.

(b) That the County Board has filed a proper Petition to the State Board setting forth a brief description of the Project and its anticipated effect upon the economy of Darlington County and of the areas adjacent thereto, a reasonable estimate of the cost of the Project, a general summary of the terms and conditions of the Lease and the Trust Indenture to be made by the County Board and has established that the Lessee will pay as additional rentals, in lieu of taxes, the sums prescribed by Section 6 of the Act.

(c) That the Lessee's existing facilities now employ 550 persons. When completed, the Project will employ approximately 200 persons in addition to those now employed.

(d) That the Project is intended to promote the purposes of the Act and is reasonably anticipated to effect such results.

2. On the basis of the foregoing findings, the proposed undertaking of the County Board to acquire the land and existing facilities, to finance the improvement and further equipping of the said facilities for the manufacture of electric components, to lease the Project to the Lessee and to finance the cost of acquiring, improving and further equipping the Project through the issuance of \$2,875,000 Darlington County, South Carolina, First Mortgage Industrial Revenue Bonds pursuant to the Act payable from the revenues to be derived from the leasing of the Project, and additionally secured by the said Trust Indenture, all pursuant to the Act (including changes in any details of the said financing as finally consummated which do not materially affect the said undertaking), be and the



same is hereby approved, subject to compliance with the following conditions: (a) the obligations of the Lessee under the Lease shall be unconditionally guaranteed by Nytronics, Inc., a Delaware Corporation, under a Lease Guaranty Agreement between the said Nytronics, Inc. and the County, and (b) the Lessee shall obtain for the protection of the bondholders, lease insurance coverage in the amount of \$1,800,000.

3. Notice of the action taken by the State Board in giving approval to the undertaking of Darlington County, South Carolina, above described in paragraph 2, supra, shall be published in THE STATE and in the Darlington NEWS AND PRESS, both of which are newspapers having general circulation in Darlington County.

4. That notice to be published shall be in form substantially as set forth as EXHIBIT "A" of this Resolution.

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EXHIBIT "A"

NOTICE PURSUANT TO ACT NO. 103 OF  
THE ACTS OF THE GENERAL ASSEMBLY  
OF SOUTH CAROLINA FOR THE YEAR  
1967, AS AMENDED

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NOTICE is hereby given that following the filing of a Petition by the Darlington County Commission (the County Board) to the State Budget and Control Board of South Carolina (the State Board), approval has been given by the State Board to the following undertaking (including any changes in any details of the said financing as finally consummated which do not materially affect the said undertaking), viz:

The acquisition by the County Board of a parcel of land containing approximately 7 1/2 acres in Darlington County, South Carolina, together with the existing facilities located thereon, for the manufacture of electric components, now owned and operated by Nytronics Components Group, Inc., a corporation organized under the laws of the State of Delaware, (the Lessee), and the improvement and further equipping of said facilities, (said 7 1/2 acre tract of land, and the buildings, machinery and equipment constituting the said facilities, as improved and expanded, being hereinafter referred to as the Project). The existing facilities of the Lessee will be acquired by the County for a consideration equal to the balance due (estimated to be \$525,000) upon the mortgages now encumbering the said existing facilities. To finance the acquisition, improvement and further equipping of the Project, the County Board will issue \$2,875,000 Darlington County, South Carolina, First Mortgage Industrial Revenue Bonds, (the Bonds) pursuant to Act No. 103 of the Acts of the South Carolina General Assembly for the year 1967, as amended. The County Board will lease the Project to the Lessee and the Bonds will be payable solely from the rentals to be paid to the

County by the Lessee, which has irrevocably covenanted and agreed to pay when due, all sums required for the principal and interest thereon, and the Bonds will be additionally secured by a Trust Indenture which will constitute a forecloseable lien upon the Project.

In addition, the Lessee has agreed to pay to Darlington County, the School District, and all other political units wherein the Project is located, in lieu of taxes, such amounts as would result from taxes levied on the Project by Darlington County, the said School District, and the said other political units wherein the Project is situate, if the Project were owned by the Lessee, but with appropriate reductions similar to the tax exemptions, if any, which would be afforded to the Lessee if it were the owner of the Project.

The Lease by which Darlington County will lease the Project to the Lessee provides that the Lessee shall purchase the Project for One Dollar (\$1.00) upon the payment in full of the Bonds.

The Lessee's existing facilities now employ 550 persons. When completed, the Project will employ approximately 200 persons in addition to those now employed.

Notice is further given that any interested party may at any time within twenty (20) days after the date of publication of this Notice, but not afterwards, challenge the validity of the action of the State Board in approving the undertaking of the County Board by action de novo instituted in the Court of Common Pleas for Darlington County.

THE STATE BUDGET AND CONTROL BOARD

By: P. C. SMITH, Secretary

PUBLICATION DATE:

\_\_\_\_, 1974.



STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

I, P. C. SMITH, Auditor of the State of South Carolina,  
and Secretary of the State Budget and Control Board, DO HEREBY  
CERTIFY:

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

His Excellency, John C. West, Governor of South  
Carolina and Chairman of the Board;

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

The Honorable John Henry Mills, Comptroller General  
of South Carolina;

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

The Honorable Robert James Aycok, Chairman of the  
House Ways and Means Committee.

That due notice of meeting of said Board, called to be  
held at the Office of the State Auditor, in the Hampton Office  
Building, at Columbia, South Carolina, at 10:30 A.M., on MAY  
, 1974, was given to all members in writing, and  
at least four (4) days prior to said meeting; that all members  
of said Board were present at said meeting, with the exception  
of:

That at said meeting, a Resolution, of which the attached  
is a true, correct and verbatim copy, was introduced by Mr.

, who moved its adoption; said motion was seconded  
by Mr. , and upon vote being taken and recorded  
it appeared that the following votes were cast:

FOR MOTION

AGAINST MOTION

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

\_\_\_\_\_  
Secretary

\_\_\_\_\_, 1974.

*Put on  
(9th)*

*Ext I  
June 10 1974*

# *Nytronics Components Group, Inc.*

ORANGE STREET • DARLINGTON, SOUTH CAROLINA 29532 • (803) 393-5421

LEO A. MOREAU  
PRESIDENT

May 23, 1974

State of South Carolina  
Office of the State Auditor  
P. O. Box 11333  
Columbia, South Carolina 29211

Attn: Mr. P. C. Smith  
State Auditor

Dear Mr. Smith:

On behalf of Nytronics Components Group, Inc., I would like to personally thank you for your hospitality and your personal efforts on our behalf.

We are pursuing the recommendations made by you, Governor West, and the other members of the State Budget and Control Board at our meeting yesterday.

I will contact you personally when I have the data ready to submit.

Thank you again for your many considerations.

Truly,

*Leo A. Moreau*

Leo A. Moreau  
President  
NYTRONICS COMPONENTS GROUP, INC.

LAM/mh

*Called Moreau 5/24  
Re: Loan demand  
Edgfield loan - consolidated form - signed by:  
Commercial Loan Corp.  
(Sub. of M&I Investment Corp.)  
M&I Plaza  
Mukwonago  
122*



Edgelyfield -

1,950,000 Paid

2,876,000 Paid

Am. for single premium of 80,000  
- 36,000 deductible

- Paid General  
Ph. 5/15

*Autman*

SINKLER GIBBS SIMONS & GUÉRARD

PROFESSIONAL ASSOCIATION

ATTORNEYS & COUNSELLORS AT LAW

2 PRIOLEAU STREET

CHARLESTON, S. C. 29402

POST OFFICE BOX 340

TELEPHONE 722-3366  
AREA CODE 803

June 14, 1974

Honorable Pat C. Smith  
State Auditor  
Post Office Box 11333  
Columbia, South Carolina 29211

Dear Mr. Smith:

We now enclose ten (10) copies of an approved Resolution in regard to the captioned matter. Page 3 of the Resolution now reflects the two conditions prescribed by the State Budget Control Board at its meeting of June 11, 1974.

With kind regards,

Sincerely yours,

*M. William Youngblood, Jr.*  
M. William Youngblood, Jr.

MWY:jb  
Enclosures

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PROPOSED INDUSTRIAL REVENUE BOND ISSUE

by

DARLINGTON COUNTY, SOUTH CAROLINA

for

NYTRONICS COMPONENTS GROUP, INC.

Presentation of Compliance

Made to the South Carolina Budget and Control Board

June 11, 1974



# *Nytronics Components Group, Inc.*

SUBSIDIARY OF NYTRONICS, INC.  
ORANGE STREET, DARLINGTON, S. C. 29532

TEL. (803) 393-5421

## PRESENTATION OF COMPLIANCE

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Introduction:

The following recommendations were made by the Budget and Control Board at the meeting held on May 22, 1974.

1. NYTRONICS COMPONENTS GROUP, INC. should undertake to have a realistic appraisal made on it's industrial property in Darlington, South Carolina.
2. NYTRONICS should endeavor to get written proof or other verification that the manufacturing equipment it intends to purchase with a portion of the Bond proceeds is not so specialized in nature that it would be of little value to other manufacturers or potential customers.
3. NYTRONICS should explore the possibility of contracting for Bond Insurance to cover the full amount of the Bond Offer.

It was the consensus of the Board, that if the NYTRONICS COMPONENTS GROUP, INC. could comply with the recommendations outlined above in addition to the financial data and other material previously submitted that a favorable ruling would be forthcoming.

Compliance

Paragraph 1:

Nytronics Components Group, Inc. contacted six different MAI appraisers from around the State of South Carolina. Four indicated that they felt they were not qualified to undertake the type of industrial appraisal we needed. Two indicated that they could in fact do it, but it would be early July before they could even consider it.

At this point, we contacted the Manufacturers' Appraisal Company. They are a national firm with offices in twelve major cities. Their specialty is precisely what we were looking for.

They indicated a willingness to undertake the assignment and to give it top priority.

At this point, Nytronics contacted Mr. P. C. Smith and asked if this appraisal firm would be acceptable to the Board. He indicated that it would and they were contracted.

The Manufacturers' Appraisal Company was asked to do a realistic appraisal on the manufacturing facility and real estate.

Through the assistance of the Darlington County Development Board, contact was made with the office of the Director of the South Carolina Development Board.

We asked that the appraisal be made using data accumulated statewide for comparisons and averages.

The appraised value of the manufacturing facility and real estate is: \$1,800,00 or \$8.00 per square foot. Upon completion of the proposed leasehold improvements the appraiser felt that the property would be worth \$2,100,000.

This appraisal was submitted by telephone on June 10, 1974 by Mr. Hugh A. MacMillan, Jr., President, The Manufacturers' Appraisal Company. Firm appraisal documentation will be finalized and mailed by 6-12-74.



### Compliance

#### Paragraph 2:

Nytronics Components Group, Inc. contacted the two principal suppliers who would be supplying up to \$675,000.00 worth of new equipment.

1. Midland Engineering and Machine Company is to supply seventeen automatic welding machines at a unit price of \$17,100.00 each. Nytronics has two in house and working with a total of eleven on order. The seventeen machines will represent an investment of \$290,700.00. See support data on manufacturing services plan attached. Support letter from Midland Engineering, also attached.

2. Hedquist Automation is to supply fifty-five Kroessler winding machines. Total unit value of each machine, after automation, is \$7,000.00 each. We have one in house, two in transit, and twenty-six on order.

The fifty-five machines will represent an investment of \$385,000.00. See support data on manufacturing services plan attached. Support letter from Hedquist Automation, also attached.

3. Nytronics has also marked the other standard items that will be purchased. We did not include the custom designed equipment. See manufacturing services plan attached.

The standard equipment will represent an investment of \$1,057,164.00. We have attached a list of our major competitors for each of our major product lines. Capacitor, Inductor, and Resistor. Each of these companies uses similar equipment and would become a potential buyer if the equipment became available.

NYTRONICS COMPONENTS GROUP, INC.

MANUFACTURING SERVICES PLAN

INDUCTOR DEPARTMENT

1.	Lattice Winding Machines (10) Geo. Stevens-Model 225AM or equal	\$ 11,870.00 X
2.	Universal Winding Machines (10) Geo. Stevens-Model 220 or equal	8,040.00 X
3.	Automatic Turret Winding Machines (2) Coil Winding Equipment Co.-Model WK or equal	19,394.00 X
4.	Automatic Lead Wire Soldering Machine (2) Nytronics Design or Equal	15,000.00
5.	Ceramic Sleeve Test Equipment (3) Hewlett-Packard-Model No. 4342A or equal	5,095.00 X
6.	Automatic Sleeve Sorting Mechanism for (2) Item # 5 - Nytronics Design or equal	10,000.00
7.	Molding Molds Powder (3) Hull Corp. or equal	18,000.00 X
8.	Molding Preform Machine (1) Hull Corp.	9,000.00 X
9.	Molding Hi-Frequency Machine-Preforms (1) W. T. La Rose & Assoc. Inc.	2,500.00 X
10.	Molding Liquid-Hydraulic System (1) Using Gerotor Pump	3,000.00
11.	Molding Liquid-Hydraulic Press (2) Nytronics Design	5,000.00
12.	Molding Liquid-Molds (10) Nytronics Design	15,000.00
13.	Molding Liquid-Resin Mixer & (1) Dispenser Kenics	6,000.00 X
14.	Fluidized Bed (1) Badalex or equal	12,000.00 X
15.	Thermal Shock Chamber & CO <sup>2</sup> (1) Tenney Engineering Inc.	<u>11,500.00 X</u>
	GRAND TOTAL	\$151,399.00

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NYTRONICS COMPONENTS GROUP, INC.

MANUFACTURING SERVICES PLAN

CAPACITOR DEPARTMENT

1.	Winding Machines - Kroessler (30) Upgrade and Convert to Automatic Operation	\$ 181,350.00 X
2.	Automatic Lead Wire Attaching (11) Machines - Midland Engineering	182,600.00 X
3.	Test Equipment - Hi-Potential-Automatic (1) Industrial Instruments or equal	2,000.00 X
4.	Mylar Wrapping Machines (12) Midland Engineering or equal	114,000.00 X
5.	End Fill Machines-Epoxy Resin (2) Mylar Capacitors-Nytronics Design	27,000.00
6.	Hydraulic Flattening Press (1) 75 Ton-Dake Corp. or equal	1,200.00 X
7.	Fluidized Bed-Coating Ceramics (1) Kras Corp. or equal	14,000.00 X
8.	Printing Machine -Automatic (1) Markem Corporation	4,000.00 X
9.	Winding Machines-.0008 Metallized Film (2) Fribourg Rep. By Associated Winding	65,000.00 X
10.	Resin Storage Cold Tank-Recirculated (1) Refrigerated Anti-Freeze-Nytronics	1,500.00
11.	Impregnation Material Heater (1) Sterlco Unit By Sterling Inc.	2,200.00 X
12.	Winding-Hydraulic Controlled By (1) Hydraulic Pumping System using Gerotor Pump	3,000.00
GRAND TOTAL		<hr/> \$ 597,850.00

X = standard equipment

TOTAL VALUE = 566,350

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NYTRONICS COMPONENTS GROUP, INC.

MANUFACTURING SERVICES PLAN

RESISTOR DEPARTMENT

1.	Winding Machine - Speedwinder (1) Hicksville Machine Co. or equal	\$ 7,440.00 X
2.	Strip Winding Machines (2) Nytronics Design	10,000.00
3.	Winding Machine Controls (14) Electronic Counters Inc. or Equal	9,100.00 X
4.	Test Equipment-Resistance Digital (2) E. S. I. Models 1700 & 1705 Combined	3,100.00 X
5.	New Coating Heads & Pots-Coaters (4) Designed by Nytronics	5,700.00
6.	Screen Separator Machine-Ceramic (1) Material-Ramps Mfg. Co. or equal	2,151.00
7.	Mixer Blender Machine-Ceramic (1) Clearfield Machine Co. or Equal	5,575.00
8.	Extruder-Machine by (1) The Benndit Co.	25,000.00
9.	Kiln -Ceramic Material (1) Pereny Equipment Co.	18,000.00
10.	Cut-Off Machine- Diamond Wheels (1) Do ALL Company	15,000.00
11.	Tumbling Machine (6) Tumb-L-Matic-J. R. Nielsen Co.	15,000.00
12.	Centerless Grinder (1) Cincinnati Milacron Co.	25,000.00
	TOTAL	<hr/> \$141,066.00

X = Standard Equipment

TOTAL VALUE = 19,640

NYTRONICS COMPONENTS GROUP, INC.

MANUFACTURING SERVICES PLAN

METALLIZED FILM - CAPACITOR DEPARTMENT

1.	Winding Machines-Kroessler (25) Upgrade & Convert to Automatic Operation	\$ 156,525.00	X
2.	Test-Capacitance Bridge & Standards (2) Brueel & Kjoer-General Radio or equal	5,280.00	X
3.	Bake Oven-Heat Shrink (1) Geo. Koch & Sons or equal	5,330.00	X
4.	Metallized Spray & Trim System (3) Spray guns by Metco or equal	78,240.00	X
5.	Automatic Lead Wire Attaching (6) Machines-Midland Engineering	98,480.00	X
6.	Sort-Clearing & Capacitance Test (3) Machine-Nytronics Design or equal	63,480.00	
7.	Coating Machine-Epoxy Coating (3) Application-Nytronics Design or equal	63,240.00	
8.	Printing Machine-Automatic (3) Markem Corporation	13,480.00	X
9.	Test-Capacitance Bridge & Standards (3) Brueel & Kjoer-General Radio or equal	10,440.00	X
10.	Packing Room Benches-Lights-Tape Machine	1,300.00	
11.	Shipping Room Benches-Lights-Etc.	650.00	
12.	Air Handlers & Ducts (2) For Air Conditioners	20,000.00	
13.	Electric Power -Disconnect Switches-Control Panels Under- writers Laboratories Approved Equipment	10,000.00	
GRAND TOTAL		\$ 526,445.00	

X = standard equipment

**MIDLAND ENGINEERING & Machine CO.**

9630 West Allen Ave.

Rosemont, Illinois 60018

Phone 312-678-4113

May 31, 1974

NYTRONICS COMPONENTS GROUP, INC.  
Orange Street  
Darlington, South Carolina  
29532

Attention: Mr. Leo A. Moreau  
President

Dear Mr. Moreau:

In response to your letter of May 24th, 1974, we submit the following for your consideration.

The electronic component industry, of which Midland has had the pleasure of serving for many years, has mushroomed beyond the point of off-the-shelf type deliveries. As most machine manufacturers will attest, back-logs are unparalleled to any in past histories.

Judging from comments taken from trade journals, magazines, newspapers, etc., marketing experts do not see an end to the up-swing of component usage, at least in the near future.

Obviously there is a definite market for this type of equipment.

An identical machine, duplicating the machine as purchased by Nytronics, at todays prices would cost 10% more with a projection of an additional 5% by years end.

In the event that Nytronics is forced into a position whereby this equipment would be of no value to the Nytronics Group, Midland would do all possible to assist in disposing of this equipment. We would naturally follow the guide lines as set-forth, nationally, by the used machine dealers association. It would clearly be to our interest to do so as our equipment has developed a fine reputation in the electronics field, throughout the world, and we would certainly wish to keep it that way.

We trust that this letter is of value to you and we, Midland



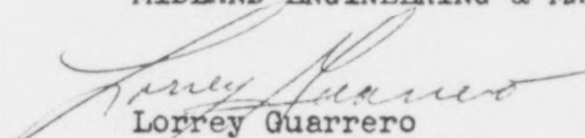
May 31, 1974  
Page 2  
Mr. Leo A. Moreau

sincerely wish to continue our close working relationship with  
Nytronics.

We enclose for your perusal our current list of customers  
through out the world.

Very truly yours,

MIDLAND ENGINEERING & MACHINE CO.



Lorrey Guarrero  
Sales & Service Manager

LG/lc

**MIDLAND ENGINEERING & Machine CO.**

9630 West Allen Ave.

Rosemont, Illinois 60018

Phone 312-678-4113

May 31, 1974

The following companies have purchased one or more Midland 602 Axial Lead Attach Machines.

AUTOMATIC ELECTRIC, HUNTSVILLE, ALABAMA

WESTCAP, TUCSON, ARIZONA

MARSHALL INDUSTRIES, MONROVIA, CALIFORNIA

G.T.E. LENKURT ELECTRIC, SAN CARLOS, CALIFORNIA

HOPKINS ENGINEERING, SAN FERNANDO, CALIFORNIA

RELIABLE CAPACITORS, NORTH HOLLYWOOD, CALIFORNIA

ALPAC, INCORPORATED, SANTA ANA, CALIFORNIA

ELECTRO CUBE INC., SAN GABRIEL, CALIFORNIA

EB ELECTRONIC PROD. INC., SANTA FE SPRINGS, CALIFORNIA

MISSA CORPORATION, LOS ANGELES, CALIFORNIA

T JENNINGS, MONROVIA, CALIFORNIA

WYNE ELECTRONICS CO., BRIDGEPORT, CONNECTICUT

TERN ELECTRIC, CHICAGO, ILLINOIS

EMAN COMPANY, CHICAGO, ILLINOIS

AGUE ELECTRIC, NO ADAMS, MASSACHUSETTS

HNETH CAPACITOR CO., INC., NEW BEDFORD, MASSACHUSETTS

ER COMPANY, WESSON, MISSISSIPPI

ERN ELECTRIC, LEES SUMMIT, MISSOURI

. CAPACITOR, OGALLALA, NEBRASKA

C CORPORATION, SCOTTSBLUFF, NEBRASKA

**MIDLAND ENGINEERING & Machine CO.**

9630 West Allen Ave.

Rosemont, Illinois 60018

Phone 312-678-4113

May 31, 1974

The following companies have purchased one or more Midland 602 Axial Lead Attach Machines.

AUTOMATIC ELECTRIC, HUNTSVILLE, ALABAMA

WESTCAP, TUCSON, ARIZONA

MARSHALL INDUSTRIES, MONROVIA, CALIFORNIA

G.T.E. LENKURT ELECTRIC, SAN CARLOS, CALIFORNIA

HOPKINS ENGINEERING, SAN FERNANDO, CALIFORNIA

RELIABLE CAPACITORS, NORTH HOLLYWOOD, CALIFORNIA

ELPAC, INCORPORATED, SANTA ANA, CALIFORNIA

ELECTRO CUBE INC., SAN GABRIEL, CALIFORNIA

IMB ELECTRONIC PROD. INC., SANTA FE SPRINGS, CALIFORNIA

ALISSA CORPORATION, LOS ANGELES, CALIFORNIA

ITT JENNINGS, MONROVIA, CALIFORNIA

F-DYNE ELECTRONICS CO., BRIDGEPORT, CONNECTICUT

WESTERN ELECTRIC, CHICAGO, ILLINOIS

GUDEMAN COMPANY, CHICAGO, ILLINOIS

SPRAGUE ELECTRIC, NO ADAMS, MASSACHUSETTS

ACUSHNET CAPACITOR CO., INC., NEW BEDFORD, MASSACHUSETTS

POTTER COMPANY, WESSON, MISSISSIPPI

WESTERN ELECTRIC, LEES SUMMIT, MISSOURI

T.R.W. CAPACITOR, OGALLALA, NEBRASKA

MIDWEC CORPORATION, SCOTTSBLUFF, NEBRASKA



May 31, 1974

ELECTRONIC ASSOCIATES, WEST LONG BRANCH, NEW JERSEY  
ELECTRONIC CONCEPTS, EATONTOWN, NEW JERSEY  
SEACOR, INC., NORWOOD, NEW JERSEY  
ACTIVE & PASSIVE COMPONENTS, PLAINVIEW, NEW YORK  
GENERAL ELECTRIC, HUDSON FALLS, NEW YORK  
CORNELL-DUBILIER, SANFORD, NORTH CAROLINA  
TEKTRONIX, BEAVERTON, OREGON  
ERIE TECHNOLOGICAL PROD., ERIE, PENNSYLVANIA  
ELECTRO MOTIVE, FLORENCE, SOUTH CAROLINA  
SANGAMO ELECTRIC, PICKENS, SOUTH CAROLINA  
GENERAL ELECTRIC, IRMO, SOUTH CAROLINA  
NYTRONICS CORP., DARLINGTON, SOUTH CAROLINA  
CALLINS IND., GREENFIELD, TENNESSEE  
PAKTRON, VIENNA, VIRGINIA  
NORTHERN ELECTRIC, CANADA  
CAPACITORS OF CANADA, CANADA  
TELEPHONE MFG. CO. LTD., ENGLAND  
SALFORD ELECTRICAL INST., ENGLAND  
FILM CAPACITORS CO., ENGLAND  
PYE TMC LTD., ENGLAND  
STABILITY, ENGLAND

May 31, 1974

PRECIS, FRANCE  
L.M.T., FRANCE  
STANDARD ELEKTRK LORENZ, GERMANY  
FACEL, ITALY  
INFIN, ITALY  
FACE STANDARD, ITALY  
DIELETTRON, ITALY  
FABBRICA CONDENSATORI, ITALY  
C.E.M.E. SPA, ITALY  
SHIZUKI ELECTRIC MFG., JAPAN  
HITACHI CONDENSER, JAPAN  
SOSHIN ELEC. CO. LTD., JAPAN  
MATSUO ELEC. CO., JAPAN  
MATSUSHITA ELEC. IND., JAPAN  
CAPCO S.A., MEXICO  
CONDENSATEURS FRIBOURG, SWITZERLAND  
LECLANCHE S.A., SWITZERLAND

HEDQUIST AUTOMATION

P. O. BOX 322

VILLA PARK, ILLINOIS 60181

312 - 832-3126

June 6, 1974

NYTRONICS COMPONENTS GROUP, INC.  
Orange Street  
Darlington, South Carolina 29532

Attention: Mr. Leo A. Moreau  
President

Dear Mr. Moreau:

In response to your letter of May 24th, 1974, we submit the following for your consideration.

In the May/June issue of Evaluation Engineering (EE copy enclosed) an article based on a nationwide survey probably states it better than anyone can with regards to "what's really new in capacitors for 1974.

Basically what it all boils down to is; to be competitive in the component industry today, one must "Automate" to meet the current demands of that industry.

Being actively engaged in that area, Hedquist Automation Co. is doing all possible to supply the component manufactures with automatic winding equipment.

Prices for similar winding equipment would far exceed the \$7000.00 shipping value of a Hedquist Automated capacitor winding machine. By the first of 1975 a minimum of 10% increase in price will be necessary to stay abreast of our current inflation of raw material.

Should Nytronics find itself in a position where it would be necessary to dispose of equipment purchased from us we would certainly provide all possible assistance in providing prospective buyers. The Kroessler winding machine as automated by us should be valued at about \$7000.00. This is approximately 2/3 of the cost of fully automatic machines available today. It's production capabilities are, however, from 40% to 70% higher.

If we can be of any further assistance or offer further information please do not hesitate to contact us.

Sincerely,

*O. E. Hedquist*  
1139

OH:arh



INDUCTOR COMPETITORS

J.W. MILLER  
5917 SOUTH MAIN STREET  
LOS ANGELES, CALIFORNIA 90003

STANWICK (SAN FERNANDO)  
137 WALSH AVENUE  
NEWBURG, NEW YORK 12550

DALE ELECTRONICS  
BOX 609  
COLUMBUS, NEBRASKA 68601  
TELEPHONE: 402-564-3131

VANGUARD  
225 CORTLAND STREET  
LINDENHURST, NEW YORK 11757  
TELEPHONE: 516-884-5000

DELEVAN ELECTRONICS CORPORATION  
270 QUAKER ROAD  
EAST AURORA, NEW YORK 14052  
TELEPHONE: 716-652-3600

LENOX FUGLE ELECTRONICS, INC.  
100 SYLVANIA PLACE  
PLAINFIELD, NEW JERSEY 07080  
TELEPHONE: 201-756-1164

ALADDIN ELECTRONICS  
701 MURFREESBORO ROAD  
NASHVILLE, TENNESSEE 37210  
TELEPHONE: 617-748-3335

AIRCO SPEER ELECTRONICS DIVISION  
P.O. BOX 547  
BRADFORD, PENNSYLVANIA 16701  
TELEPHONE: 814-695-5921



South Carolina Department of Archives and History  
1430 Senate Street  
Columbia, S. C.

P. O. Box 11,669  
Capitol Station 29211  
803 — 758-5816

CERTIFICATE OF CONTINUATION

This is to certify that this record was filmed on two  
partial reels of film and spliced together here to make one  
complete reel.

April 14, 1981  
Date

Rickie E. Wiggins  
Camera Operator

RESISTOR COMPETITORS

OHMITE MANUFACTURING COMPANY  
3601 HOWARD STREET  
SKOKIE, ILLINOIS 60076

DALE ELECTRONICS INCORPORATED  
BOX 609  
COLUMBUS, NEBRASKA 68601  
TELEPHONE: 402-564-3131

RCL ELECTRONICS INC.  
700 SOUTH 21st  
IRVINGTON, NEW JERSEY 07111  
TELEPHONE: 201-374-3311

SHALLCROSS  
A CULTER HAMMER COMPANY  
SELMA, NORTH CAROLINA 27576  
TELEPHONE: 919-965-2341

TRW/IRC  
P.O. BOX 393  
BOONE, NORTH CAROLINA  
TELEPHONE: 704-264-8861

CAL-R  
1631 COLORADO AVENUE  
SANTA MONICA, CALIFORNIA 90404  
TELEPHONE: 213-451-9761

PACIFIC RESISTOR COMPANY  
2320 PONTIUS AVENUE  
LOS ANGELES, CALIFORNIA

WARD LEONARD ELECTRIC COMPANY  
MOUNT VERNON, NEW YORK

TEL LABS  
MANCHESTER, NEW HAMPSHIRE 03102

KELVIN  
5919 NOBLE AVENUE  
VAN NUYS, CALIFORNIA 91401  
TELEPHONE: 213-782-6662

AIRCO SPEER ELECTRONICS DIVISION  
FOSTER BROOK ROAD  
BRADFORD, PENNSYLVANIA 16701  
TELEPHONE: 814-362-5536



## CAPACITOR COMPETITORS

✓ Aerox Industries  
740 Belleville Avenue  
New Bedford, Massachusetts 02745  
Telephone: 617-994-9661  
Mr. Frank Caple, Purchasing Agent

✓ Chicago Condenser Corporation  
3253 W. Armitage Avenue  
Chicago, Illinois 60647  
Telephone: 312-227-7070  
Mr. Phillips, Purchasing Agent

✓ General Instrument Corporation  
165 Front Street  
Chicopee, Massachusetts 01044  
Telephone: 413-594-4781  
Mr. Tobia, Purchasing Agent

✓ Paktron  
900 Follin Lane  
S. E. Vienna, Virginia 22180  
Telephone: 703-281-2810  
Mr. Brown, Purchasing Agent

✓ Seacor, Inc.  
598 Broadway  
Norwood, New Jersey 07648  
Telephone: 201-768-6076  
Mr. Merle Davis, Purchasing Agent

✓ Sprague Electric Company  
87 Marshall Street  
North Adams, Massachusetts 01247  
Telephone: 413-664-4411  
Mr. Henry Mallory, Purchasing Agent

✓ F. Dyne Electronics  
449 Howard Avenue  
Bridgeport, Connecticut 06605  
Telephone: 203-367-6431  
Mr. Joe Bonner, Purchasing Agent

✓ Cornell Dubilier  
P. O. Box 2070  
Sanford, North Carolina 27330  
Telephone: 919-775-2211  
Mr. Dukes, Purchasing Agent

✓ ITT Jennings  
1960 Walker Avenue  
Monrovia, California 91016  
Telephone: 213-359-8281  
Mr. Dick Kohl, Purchasing Agent

IMB Electronic Products, Inc.  
15401 S. Carmenita Road  
Santa Fe Springs, California 90670  
Telephone: 213-921-3407  
Mr. John Nicouldis, Purchasing Agent

✓ Sangamo Electric Company  
P. O. Box 128, Department C-1  
Pickens, South Carolina 29671  
Telephone: 803-878-6311  
Mr. M. C. McClusky, Purchasing Agent

TRW Capacitor Division  
301 West O. Street  
Ogallala, Nebraska 69153  
Telephone: 308-284-3611  
Mr. Don Buell, Purchasing Agent

✓ West Cap Arizona  
2201 E. Elvira Road  
Tucson, Arizona 85706  
Telephone: 602-294-2646  
Mr. Lou Garcia, Purchasing Agent

✓ Electro-Motive Manufacturing Co.  
South Park and John Streets  
Willimantic, Connecticut 06226  
Telephone: 203-423-9231  
Mr. Bernard Enright, Purchasing Agent

CAPACITOR COMPETITORS

(cont'd.)

Industrial Condensor Corporation  
✓ 3243 North California Avenue  
Chicago, Illinois 60618  
Telephone: 312-463-2200  
Mr. Katzki, Purchasing Agent

Compliance

Paragraph 3:

Nytronics Components Group, Inc. contacted several companies. Mr. P. C. Smith provided us with the name of the company that had written the lease insurance for the Edgefield County Bond Offer.

We contacted the Commercial Loan Insurance Corporation, a wholly-owned subsidiary of MGIC Investment Corporation, Milwaukee, Wisconsin.

They have agreed to issue lease insurance coverage in the amount of \$1,800,000. This is the full appraised value of the manufacturing facility and real estate.

The insurance coverage of \$1,800,000 represents 63 % of the \$2,875,000.00 total bond issue.



Summary

Nytronics Components Group, Inc. has made every effort to comply with the recommendations of the South Carolina Budget and Control Board.

We have achieved the following:

Firm Real Estate Appraisal	\$1,800,000
Standard Equipment Value	\$1,057,164
Lease Insurance Coverage	\$1,800,000
Total Value	\$4,657,164

This additional support data should result in a dramatic reduction of risk concern.

Put  
in Action



# south carolina department of corrections

P.O. BOX 766/4444 BROAD RIVER ROAD/COLUMBIA, SOUTH CAROLINA 29202  
TELEPHONE 772-5520

WILLIAM D. LEEKE, Director

EXHIBIT II  
JUNE 11, 1974

May 27, 1974

Mr. P. C. Smith  
State Auditor  
P. O. Box 11333  
Columbia, South Carolina 29211

Dear Mr. Smith:

For a number of years our main source of funds to pay inmate earnings came from profits derived from Canteen sales. However, increases in wholesale prices have reached a point where it is necessary that we adjust canteen prices so that inmates may avail themselves with certain personal items, such as cigarettes, candy, etc., which are not furnished them by State funds.

We have been subjected to vigorous criticism relating to high canteen prices, although we have no control over the wholesale market. There have been numerous threats of sit-down strikes and other violence unless some relief is given. We have been fortunate in that no serious situations have occurred, but no one can tell when this might happen.

We plan to increase inmate earnings July 1, but due to limited funds this increase will be minimal. Our only recourse then, is to make an effort to reduce canteen profits to an amount only sufficient to pay for canteen operations. Since the General Fund of the State is assuming responsibility for the balance due on the laundry Note, we respectfully request authority from the Budget and Control Board to supplement inmate earnings from Prison Industry Funds if and when sufficient profits are available.

At the present time only inmates assigned to work in the Industry Division receive earnings from the Prison Industry Account. Of course, it is necessary that we keep a sufficient reserve to replace equipment and pay other expenses. We would, therefore, not draw any funds for the purpose requested, that would jeopardize sound financial conditions of the Industry operation.

It will be appreciated if you will give this matter early consideration.

P.S. IN ADDITION TO THIS I  
TALKED WITH YOU ABOUT  
SALES TAX COLLECTION -  
WILL APPRECIATE YOUR HELP!

Respectfully submitted,

*W.D. Leeke*  
William D. Leeke, Director

WDL/rp

SENATOR BRISTOW WILL SPONSOR  
IF YOU DRAW IT UP!

BOARD OF  
CORRECTIONS

RICHARD A. PALMER  
Chairman  
Florence, S. C.

NORMAN KIRKLAND  
Vice Chairman  
Bamberg, S. C.

W. M. CROMLEY, JR.  
Secretary  
Saluda, S. C.

CHARLES C. MOORE  
Member  
Spartanburg, S. C.

CLARENCE E. WATKINS  
Member  
Camden, S. C.

MRS. LOUIS E. CONDON  
Member  
Mt. Pleasant, S. C.

GOV. JOHN C. WEST, Member, Ex-Officio, Columbia, S. C.

1146

3.30 to 25.00 Mo.

+ 10%

{ D. Room  
Hoop.  
Furner  
yard

1/2 Counter  
1/2 Snd

1146-A





UNIVERSITY OF SOUTH CAROLINA

COLUMBIA, S. C. 29208

DIVISION OF BUSINESS AFFAIRS

May 20, 1974

The Honorable Patrick C. Smith  
State Auditor  
205 Wade Hampton Office Building  
Columbia, South Carolina 29201

Dear Pat:

Since late summer of 1973, Professor Richard I. Walker from the University's Institute of International Studies has been on a special assignment for the U. S. Army. This project is funded by the Department of Defense to the University for disbursing and accounting. In this special study Professor Walker travels all over southeast Asia and as far north as Tokyo, Japan and Seoul, Korea. All of these areas and particularly Tokyo have very severe inflation, and living expenses are extremely high.

Periodically Professor Walker sends in a travel voucher to be reimbursed for the preceeding period. Frequently his hotel bills will be as high as eighty dollars (\$80.00) per day. As you know, with the out-of-state limit of \$25.00, Professor Walker is losing considerable personal money on these trips. Because of the rising costs throughout the world the Department of Defense periodically issues a Joint Travel Regulation which stipulates the current per diem rate authorized by D.O.D., and which, incidentally, is used by other branches of the Federal Government. These rates change almost monthly. They are currently as follows in that area: Tokyo-\$37.00, Kyoto-\$35.00, Seoul-\$35.00, Manila-\$30.00. We are requesting that the State Budget and Control Board permit the University to pay the going D.O.D. rate for the particular area. This still will not be anywhere near the actual cost to Professor Walker but it will be some help.

The contract under which Professor Walker is operating specifically stipulates that the D.O.D. rates may be used. In fact, they seem to recommend that it be used. Enclosed herewith is a letter from the Army Contracting Office to our Research Office authorizing this expenditure at the D.O.D. rates. I would appreciate it if you would bring this matter to the attention of the Budget and Control Board at as early a date as possible, so that we can give some relief to Professor Walker's fiscal dilemma.

Sincerely yours,

*Daet*  
B. A. Daetwyler  
Associate Vice President  
for Finance

BD:11

Enclosure:

1147

Called Doughty 6/13/75 -

- 1) Cannot exceed limits in G. App. Act.  
- Prt. sponsor

Suggested -

- 2) - Expenses be paid directly by D.O.D.

or

- 3) - Increase compensation for services  
to cover the difference.

RL



DEPARTMENT OF THE ARMY  
DEFENSE SUPPLY SERVICE-WASHINGTON  
WASHINGTON, D.C. 20310

REPLY TO  
ATTENTION OF:

SADSS/RJR/697-0801/msl

25 July 1973

References: Grant No. DAHC15 73 G 3  
and Grant No. DAHC15 73 G 4

RECEIVED

JUL 27 1973

OFFICE OF RESEARCH

Mr. George F. Oliver  
Office of Research  
University of South Carolina  
Columbia, South Carolina 20908

Dear Mr. Oliver:

Pursuant to your telephone request of 24 July 1973, and in order to provide adequate reimbursement for foreign travel expenses by University personnel performing research studies applicable to referenced grants, I recommend and approve for charges against said grants the same per diem rates contained in the Joint Travel Regulations governing Department of Defense civilian personnel.

Yours very truly,

RICHARD J. RICHARDSON  
Contracting Officer

RECEIVED  
SEP 12 1973

1149





EXHIBIT IV  
JUNE 11, 1974

SOUTH CAROLINA HIGHER EDUCATION FACILITIES COMMISSION

POST OFFICE BOX 596  
COLUMBIA, SOUTH CAROLINA 29202  
(803) 758-3604

GOVERNOR JOHN C. WEST  
Chairman

Office of the  
Executive Director

May 31, 1974

The Honorable John C. West  
Governor of South Carolina  
Chairman, Higher Education Facilities Commission  
State House  
Post Office Box 11450  
Columbia, South Carolina 29211

Dear Governor West:

You will recall that pursuant to a request by the Department of Health, Education, and Welfare, the Comptroller General of the United States ruled on March 14, 1974, that FY 1973 Title VII-A funds were available for obligation throughout fiscal year 1973. Consequently, pursuant to Section 702 and 703, Title VII-A, Higher Education Act of 1965, as amended, funds are available for use during the succeeding fiscal year.

As a result South Carolina has been allocated \$160,504 in Title VII-A, Section 702 funds (funds for construction grants to technical education institutions and branch campuses of the University of South Carolina) and; \$375,950 in Title VII-A, Section 703 funds (funds for construction grants to all post-secondary institutions other than 702 institutions).

We are pleased to report that all applications received from South Carolina institutions have been ranked in accordance with the South Carolina State Plan for Title VII-A. Further, the Higher Education Facilities Commission Advisory Council met on May 28, 1974, approved the point ranking of applicants and approved the recommended funding levels for eligible applications. A copy of the minutes of the Council's, May 28 meeting is enclosed.

In view of this, we recommend that the Budget and Control Board approve the funding of institutions as recommended by the Advisory Council and that the Higher Education Facilities Commission staff be authorized to transmit these requests for funding, together with the required reports and exhibits, to the Atlanta Regional Office of HEW for final action.

The Honorable John C. West  
May 31, 1974  
Page 2

We would be pleased to discuss this matter with you and/or the Budget and Control Board should you deem it advisable.

Sincerely,

James L. Solomon, Jr.  
Executive Director

JLS:dk

cc Mr. P. C. Smith, State Auditor ✓  
Mr. Robert David, Office of the Governor

- (1) Copy of May 28, 1974 minutes of the South Carolina Higher Education Facilities Commission Advisory Council.
  - (2) Point rankings with recommended funding levels for 702 and 703 applicants for both the October 30, 1972 and May 15, 1974 closing dates.
  - (3) Title VII-A, FY 1973 Allotments to states.
- Enclosures

MINUTES  
SOUTH CAROLINA HIGHER EDUCATION FACILITIES COMMISSION  
ADVISORY COUNCIL MEETING  
MAY 28, 1974

PRESENT: Dr. R. Wright Spears  
Dr. Charles S. Davis  
Mr. Cordell Maddox  
Dr. Charles E. Palmer  
Mr. Melford A. Wilson  
Dr. H. Willard Davis

STAFF: Mr. James L. Solomon, Jr.  
Mrs. Ann H. Sawyer

ABSENT: Dr. R. N. Beck  
Mrs. Johnette Edwards  
Mr. Merlin V. Fish  
Dr. H. V. Manning

Dr. Spears called the meeting to order at 11:03 a.m. The minutes of the February 26, 1974 meeting were approved and the agenda was adopted.

Mr. Solomon discussed the Title VII-A operations for FY 73 and noted that there will not be any FY 74 Title VII-A funds.

Point totals and recommended grant awards for 702 institutions for the first submission closing date, October 30, 1972, were discussed. Upon motion by Mr. Cordell Maddox, the Higher Education Facilities Commission's staff was authorized to recommend to the Office of Education the funding of Sumter Area Technical College at \$40,000.

Point totals and recommended grant awards for 703 institutions for the first submission closing date, October 30, 1972, were discussed. It was noted that Voorhees College may not be eligible for a grant award since the institution may be in moratorium on its current Title VII-C loan. If Voorhees cannot receive the grant, Columbia College will be recommended for funding at \$100,000 and Presbyterian College will be recommended for funding at \$175,950. Upon motion by Dr. Willard Davis, the Higher Education Facilities Commission's staff was authorized to recommend to the Office of Education the funding of 703 institutions according to point rankings.

Point totals and recommended grant awards for 702 institutions for the second closing date, May 15, 1974, were discussed. Upon motion by Mr. Cordell Maddox, the Higher Education Facilities Commission's staff was authorized to recommend to the Office of Education the funding of 702 institutions according to point rankings.

It was noted that no funds remained in South Carolina's allotment for 703 institutions submitting applications under the second closing date, May 15, 1974. These applications will be held pending the availability of additional funds for FY 73. Upon motion by Dr. Willard Davis, the Higher Education Facilities Commission's staff was authorized to recommend to the Office of Education the funding of 703 institutions according to point rankings if additional funds became available for South Carolina. This is provided that the College of Charleston, Allen University, and Friendship Junior College submit those items not submitted

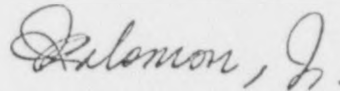


ADVISORY COUNCIL MEETING  
May 28, 1974  
Page 2

with the original application by 5:00 p.m. on May 31, 1974. If the Higher Education Facilities Commission does not receive these items by 5:00 p.m. on May 31, 1974, these three institutions will not be eligible for funding.

There being no further business to discuss, the meeting was adjourned at 11:45 a.m.

Respectfully submitted,



James L. Solomon, Jr.  
Executive Director

JLS:as

# HIGHER EDUCATION FACILITIES COMMISSION

## TITLE VII-A 702 INSTITUTIONS

### POINT TOTALS AND RECOMMENDED GRANT AWARDS 1973\*

First Submission Closing Date - October 30, 1972					
INSTITUTION	TOTAL PROJECT BUDGET	RECOMMENDED GRANT AWARD	POINTS RECEIVED	TOTALS OF PROJECT BUDGET	TOTALS OF RECOMMENDED GRANT AWARD
1. Sumter Technical College	1,375,100	40,000	91	1,375,100	40,000
2. USC - Lancaster @	750,000	-0-	62	2,125,100	40,000

@ Application withdrawn by the institution

\* Funds did not become available until April, 1974

# HIGHER EDUCATION FACILITIES COMMISSION

## TITLE VII-A 703 INSTITUTIONS

### POINT TOTALS AND RECOMMENDED GRANT AWARDS 1973\*

First Submission Closing Date - October 30, 1972					
INSTITUTION	TOTAL PROJECT BUDGET	RECOMMENDED GRANT AWARD	POINTS RECEIVED	TOTALS OF PROJECT BUDGET	TOTALS OF RECOMMENDED GRANT AWARD
1. Clemson University @	---	-----	51	-----	-----
2. Voorhees College	707,350	100,000	48	707,350	100,000
3. Presbyterian College	1,227,566	100,000	47	1,934,916	200,000
4. Coker College	313,250	100,000	46	2,248,166	300,000
5. Columbia College	1,193,136	75,950	44	3,441,302	375,950

\* Funds did not become available until April, 1974

@ Applicant funded in 1973



# HIGHER EDUCATION FACILITIES COMMISSION

## TITLE VII-A 70% INSTITUTIONS

### POINT TOTALS AND RECOMMENDED GRANT AWARDS 1973\*

Second Submission Closing Date - May 15, 1974					
INSTITUTION	TOTAL PROJECT BUDGET	RECOMMENDED GRANT AWARD	POINTS RECEIVED	TOTALS OF PROJECT BUDGET	TOTALS OF RECOMMENDED GRANT AWARD
1. USC - Spartanburg	900,000	100,000	77	900,000	100,000
2. Midlands Technical College	2,358,477	20,504	73	3,258,477	20,504
3. Chesterfield-Marlboro Technical College	2,118,243	-0-	71	5,376,720	
4. Greenville Technical College	2,100,000	-0-	68	7,476,672	
5. Trident Technical College	109,059	-0-	60	7,585,779	
6. USC - Aiken	99,753	-0-	56	7,685,532	
7. Sumter Technical College	185,000	-0-	55	7,870,532	
8. Horry-Georgetown TEC	89,775	-0-	44	7,960,307	
9. USC - Sumter	850,000	-0-	38	8,810,307	

\* Funds did not become available until April, 1974

# HIGHER EDUCATION FACILITIES COMMISSION

## TITLE VII-A 703 INSTITUTIONS

### POINT TOTALS AND RECOMMENDED GRANT AWARDS 1973\*

Second Submission Closing Date - May 15, 1974					
INSTITUTION	TOTAL PROJECT BUDGET	RECOMMENDED GRANT AWARD	POINTS RECEIVED	TOTALS OF PROJECT BUDGET	TOTALS OF RECOMMENDED GRANT AWARD
1. The College of Charleston #	984,500	-0-	66	984,500	-0-
2. Allen University #	2,400,000	-0-	65	3,384,500	-0-
3. Friendship Jr. College #	289,200	-0-	58	3,673,700	-0-
4. Clemson University	2,577,000	-0-	53	6,250,700	-0-
5. Spartanburg Jr. College	347,377	-0-	52	6,598,077	-0-
6. Newberry College	94,111	-0-	40	6,692,188	-0-
7. Erskine College	131,285	-0-	26	6,823,473	-0-

# Provided that those items not submitted with the application are submitted by May 31, 1974

\* Funds did not become available until April, 1974

Title VII-A Operations FY 1973

1. South Carolina's FY 1973 Allotment

Section 702 (Technical Institutes and USC Branches)--- \$160,504  
Section 703 (All Institutions except 702 Institutions) \$375,950

---

Total Allotment for South Carolina \$536,454

Total Allotment - All States

Section 702 \$10,320,000  
Section 703 \$32,680,000

---

Total All States \$43,000,000

Fiscal year 1973 allotments were received by the South Carolina Higher Education Facilities Commission office on May 13, 1974. Prior to that time, we were under the impression that the total allotment for South Carolina would be between \$800,000 and \$900,000.

We should note that these funds were previously impounded by the Administration and that there will not be any FY 1974 Title VII-A funds.





EXHIBIT I  
JUNE 11, 1974

May 23, 1974

Mr. P. C. Smith, State Auditor  
S.C. Budget & Control Board  
P. O. Box 11333  
Columbia, SC 29211

Dear Mr. Smith:

The Division of State Parks of PRT has advertised and received resumes from nine architects showing interest in the Hampton Plantation restoration project. The advertisement was run on March 10, 1974 in the newspapers listed below:

Columbia STATE  
Charleston NEWS & COURIER

Certifications from the above listed newspapers showing proof of satisfactory advertisement are enclosed (enclosure 1 & 2). The architects responding to this advertisement are as follows:

Mr. John D. Milner  
National Heritage Corporation  
309 North Matlack Street  
West Chester, Pennsylvania 19380

Mr. Henry Boykin  
605 Monument Square  
Camden, South Carolina 29020

Mr. Maynard Pearlstine  
3106 Devine Street  
Columbia, SC 29205

Mr. Read Barnes, Architect  
155 E. Bay Street  
Charleston, SC 29401

Mr. James H. Small, III  
Simons, Mitchell, Small & Donahue  
10 North Atlantic Wharf  
Charleston, SC 29401

RECEIVED

MAY 23 1974

S. C. BUDGET AND  
CONTROL BOARD

1159

South Carolina Department of Parks, Recreation & Tourism

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

Mr. Charles Bayless, Architect  
69 Meeting Street  
Charleston, SC 29401

Mr. Jeffrey Marc Rosenblu, AIA  
276 E. Bay Street  
Charleston, SC 29401

Mr. Frederick M. Ehni, Architect  
66 Society Street  
Charleston, SC 29401

Mr. Charles C. Carson  
Carson and Williams  
280 Devine Street  
Columbia, SC 29205

After receiving notice from the above architects of possible interest in the Hampton Plantation project, each firm was mailed a brief description of the work required and a list of questions to be answered (enclosures 3,4 and 5).

After further investigation, three firms withdrew from future consideration on this project. The firms withdrawing are as follows:

Jeffrey Marc Rosenblum (enclosure 6)  
Carson and Williams (enclosure 7)  
Henry D. Boykin (enclosure 8)

From the remaining architects three were selected for interview with our office. After interviewing these architects we have selected in the order of our preference, the following:

Mr. Read Barnes, Architect  
155 E. Bay Street  
Charleston, SC 29401

Mr. James H. Small, III  
Simons, Mitchell, Small & Donahue  
10 North Atlantic Wharf  
Charleston, SC 29401

Mr. Charles Bayless, Architect  
69 Meeting Street  
Charleston, SC 29401

We have talked with Mr. Read Barnes and he has agreed to perform

Mr. P. C. Smith

-3-

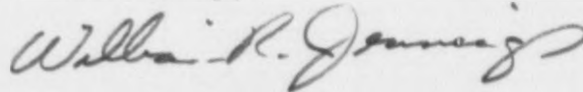
May 23, 1974

the required service on an hourly basis due to the nature of the required work.

We are also enclosing a list of projects undertaken by PRT in the preceeding two years (enclosure 9 & 10).

The above information is submitted for approval so that we may execute a contract for Hampton Plantation restoration project. We apologize for the seemingly delay between the notice and this request. However, since this is an historical project and will involve Federal funds, we were required to obtain concurrence from the Department of Archives and History before we could submit this to you for your approval.

Sincerely,



William R. Jennings  
Engineering & Planning Coordinator

WRJ/jl  
Enclosures

1161



[illegible]

## Publishers of

*Mornings and Sunday*

AND

### Evenings

Personally appeared before me J. W. Holton, Jr., Advertising Director  
of THE STATE, and makes oath that the advertisement,  
NOTICE TO ARCHITECTS - Hampton Plantation

March 10, 1974

J. M. Bolton, Jr.

Subscribed and sworn to before me  
this 11 day of March 1974.

Emma Lee Soudin Notary Public

A circular stamp from the National Bureau of Standards, Gaithersburg, Md. The text "NATIONAL BUREAU OF STANDARDS" is curved along the top inner edge, and "Gaithersburg, Md." is curved along the bottom inner edge. The center of the stamp contains the number "31164-10-1".

1162

Enclosure 1

# The News and Courier

State of South Carolina }  
COUNTY OF CHARLESTON }



Personally appeared before me

F. W. PETERS ..... advertising Clerk  
of The News and Courier, a newspaper published in the City  
of Charleston, County and State aforesaid, who, being duly  
sworn, says that the advertisement of

COPY ATTACHED

appeared in the issues of said newspaper on the following

day(s): MARCH 10, 1974

Subscribed and sworn to  
before me this 14th day  
of MARCH  
A. D. 1974  
JW Peters

*May Gole Vincent*

NOTARY PUBLIC, S. C.

Commission expires September 26, 1979

NOTICE TO ARCHITECTS  
Submission of a resume of qualifications from Architects will be received by the Owners, the South Carolina Department of Parks, Recreation and Tourism, Box 113, Edgar Brown Building, 1205 Pendleton Street, Columbia, SC 29201, until 2:00 p.m., EDT, Monday, March 25, 1974 for measured drawings and restoration plans for Hampton Plantation near McClellanville, Charleston County, South Carolina.  
FRED P. BRINKMAN  
EXECUTIVE DIRECTOR  
SOUTH CAROLINA DEPARTMENT  
OF PARKS, RECREATION AND  
TOURISM

Enclosure 2

PRT

April 5, 1974

Dear Sir:

I am sending to your firm a preliminary questionnaire regarding your reply to our recent add.

The execution of the Hampton restoration project will necessarily be of long term nature, as the funding from annual legislative appropriations and Federal historic preservation funds are requested and received on an annual basis. We are, therefore, uncertain as to the schedule of the actual work or even its ultimate completion. It would appear that the project will entail intermittent periods of activity divided into logical and practical phases.

It is therefore necessary that there be an initial contract for measured drawings and a scheduled restoration plan, not including supervision of the actual work. It is suggested that this fee be computed on the basis of the anticipated expense of the architect and his staff. There must also be a contingency contract agreement reached at this time for supervision of the actual work, when it is funded. A percentage or expense plus based computation of fee would be satisfactory in this case.

If you would find it useful to see the actual building in the near future call me at 758-3623 and it will be arranged. Please fill out the enclosed questionnaire and return it as soon as possible along with any additional comments.

Sincerely,

*Michael Foley*

Michael Foley  
Chief Historian

MF/jgw

Enclosures

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Enclosure 3

South Carolina Department of Parks, Recreation & Tourism

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



7

1. Outline your experience in historical restoration projects (both in the state and elsewhere)

2. Are you willing to work under such a contract arrangement?

3. Do you have an alternative method in consideration of our funding problems?

4. Will supervision of the project over long period be a problem to your firm considering the location of your offices

5. Who on your staff will be in charge of supervision of the actual work?

6. Have you ever done any work for the state before? If so explain.

1165

Enclosure 4

5

7. Are you in compliance with non discrimination guidelines?

8. Do have any objections to all drawings and specifications becoming the property of the state of South Carolina?

Michael Foley  
Chief Historian  
Division of State Parks

1165

Enclosure 5

JEFFREY MARC ROSENBLUM. AIA

ARCHITECT

276 EAST BAY STREET.

CHARLESTON, SOUTH CAROLINA 29401

April 15, 1974

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



Re: Hampton Restoration

Dear Mr. Foley:

As a result of our telephone conversation of last week, I have reevaluated my firm's qualifications for the above project. Your request of chronologically identifying the dates of the various additions to this project and types of original constructions is out of the realm of my firm's capabilities. I personally have had considerable experience in the area of doing measured drawings on historic buildings such as Mississippi River plantations and one summer on the Island of Nantucket recording old homes for the U. S. Parks Department. I feel that your project requires more than just recording and restoring and therefore, find it necessary to withdraw from any future consideration for this work.

Please keep my application on file for any future project that might arise which I would be capable of doing.

Very truly yours,

*Jeffrey Marc Rosenblum*  
Jeffrey Marc Rosenblum, AIA *dydg*

JMR/dg

1167

Enclosure 6



CARSON AND WILLIAMS, A.I.A.  
2801 Devine Street  
Columbia, South Carolina 29205

April 16, 1974

Mr. Michael Foley  
Chief Historian  
South Carolina Department of Parks, Recreation and Tourism  
Post Office Box 113  
Columbia, South Carolina 29201

Reference: Hampton Restoration Project

Dear Mr. Foley:

The preliminary questionnaire regarding the Hampton Restoration Project has been received by our firm. The project sounds as though it will be a very interesting project.

Due to two State projects which our firm has been retained to furnish Architectural Services for recently, we feel that our firm would now be unable to set aside the time required to perform the Architectural Services required for the Hampton Restoration Project.

It is hoped that our firm will have the opportunity to work with the South Carolina Department of Parks, Recreation and Tourism in the near future.

Again thank you for your consideration of our firm on the Hampton Restoration Project.

Respectfully,

CARSON AND WILLIAMS

*Charles C. Carson*

Charles C. Carson  
Partner

CCC/my

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Enclosure 7

HENRY D. BOYKIN - AIA - ARCHITECT

605 MONUMENT SQUARE, CAMDEN, SOUTH CAROLINA 29020

April 18, 1974



Mr. Michael Foley, Chief Historian  
S. C. Department of Parks, Recreation & Tourism  
Box 113, Edgar A. Brown Building  
1205 Pendleton Street  
Columbia, South Carolina 29020

Dear Mike:

This letter is in reply to your April 5th letter and questionnaire regarding the restoration of Hampton Plantation House. My work load recently has been such that I am reluctant to take on a project which will require an extreme amount of personal attention. As I have mentioned to you before, I feel that it would be very necessary for me to handle the major portion of this project personally, and I would rather not get involved if I am not in a position to get the very best efforts on this project.

It will be several months before I could consider a project with the personal attention required at Hampton, and if you expect to have the project underway anytime soon I'm afraid that I should decline to offer my services.

Please understand that this in noway indicates a lack of interest in the Hampton project or future work of PRT, but it is simply, I hope, to be a matter of better judgement under the circumstances.

Thanks and regards. Please stop in to see me whenever you are in Camden.

Sincerely,

HENRY D. BOYKIN - AIA - ARCHITECT

HDB:bab

4169

Enclosure 8

TELEPHONE 803 - 432-3233

## PROJECT

## ARCHITECT

## CONSTRUCTION COST

KEOWEE-TOXAWAY  
Master PlanInterpretive Center  
Water & SewageRecreation Department  
Clemson University  
MBTB, Greenville, SC  
Farmer & Simpson  
Post Office Box 1692  
Anderson, S. C. 29621NOT COMPLETE  
\$110,000.

\$ 86,000.

HUNTING ISLAND  
Water & SewageFarmer & Simpson  
Post Office Box 1692  
Anderson, S. C. 29621

\$157,000.

MYRTLE BEACH  
Expansion of sewage facilities25 Comfort & Rest Stations  
Eight (8) ResidencesRobert Bellamy  
Post Office Box 202  
Myrtle Beach, S. C. 29577

\$ 20,000.

Henry Boykin, Camden, SC

\$500,000

Fred Parrish, Columbia, SC

\$240,000.

William B. Holland, Atlanta, Ga.

\$140,000.

Frank D. Hemphill, Columbia, SC

\$150,000.

J. E. Sirrine Co., Greenville, SC

\$125,000.

CHARLESTOWNE LANDINGRest Room addition to the Dome  
(not activated)Carson & William  
3135 Millwood Ave.  
Columbia, S. C.

\$ 30,000.Est

## LACE HOUSE RENOVATION

Henry D. Boykin, AIA  
605 Monument Square  
Camden, S. C. 29020

\$256,000.

## UTILITY REPAIRS FOR 10 PARKS

Davis & Floyd Engineers  
Post Office Drawer 428  
Greenwood, S. C. 29646

1170

\$855,000.



## PROJECT

## ARCHITECT

## CONSTRUCTION COST

DREHER ISLAND

Residence, entrance,  
Pavilion

LBC&W Associates  
1800 Gervias Street  
Columbia, S. C.

\$ 465,000.

Site Design, water, sewage,  
and bridge

Wilbur-Smith & Associates  
4500 Jackson Blvd.  
Columbia, S. C.

\$ 1,735,000.

Tackle Shop

Henry Boykin  
605 Monument Square  
Camden, S. C. 29020

\$ 30,000.

HICKORY-KNOB

Master Plan - all  
Arch, water & Sewage

Jones & Fellers  
Post Office Box 1508  
Augusta, Georgia 30903

\$ 1,900,000.

LYNCHES RIVER

Land use development plan.  
Slab design for geodesic dome.  
design of building to replace  
the dome.

Chas. T. Main, Inc.  
Post Office Box 4607  
Charlotte, N. C. 28204

\$ 2,923,000.

\$ 7,000.

\$ 100,000.

LANDSFORD CANAL

Residence & Lockkeepers house

Henry D. Boykin, AIA  
605 Monument Square  
Camden, S. C. 29202

\$ 95,000.



May 29, 1974

RECEIVED  
MAY 29 1974  
S. C. BUDGET AND  
CONTROL BOARD

Mr. Pat C. Smith  
State Auditor  
P. O. Box 11333  
Columbia, SC 29211

Re: Submission for Approval of an Architect for Hampton  
Plantation State Park

Dear Mr. Smith:

Attached is a copy of a proposed contract between the S.C. Department of Parks, Recreation and Tourism and Mr. Reed Barnes, A.I.A. Due to the nature of work involved for a historic restoration project, we propose to work with Mr. Barnes on an hourly basis. We feel that this will be the best way to compensate an architect in this particular instance.

Please include this with our original request.

Sincerely,

William R. Jennings  
Engineering & Planning Coordinator

WRJ/jl  
Attachment

1172

THE AMERICAN INSTITUTE OF ARCHITECTS



---

AIA Document B141

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

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

---

**AGREEMENT**

made this \_\_\_\_\_ day of \_\_\_\_\_ in the year of Nineteen  
Hundred and \_\_\_\_\_

**BETWEEN** the Owner: S. C. Dept. of Parks, Recreation & Tourism

and the Architect: Reed Barnes

For the following Project: Hampton Plantation - Measured Drawings  
(Include detailed description of Project location and scope)

The Owner and the Architect agree as set forth below.



## MULTIPLE OF DIRECT PERSONNEL EXPENSE

- I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.
- II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement.
- A. *FOR BASIC AND ADDITIONAL SERVICES*, as described in Paragraphs 1.1 and 1.3, compensation shall be computed on the basis of a MULTIPLE OF DIRECT PERSONNEL EXPENSE, as follows:
- Principals' time at the fixed rate of \_\_\_\_\_ dollars (\$) \_\_\_\_\_ per hour.  
For the purposes of this Agreement, the Principals are:
- Employees' time (other than Principals) at a multiple of \_\_\_\_\_  
( \_\_\_\_\_ ) times the employees' Direct Personnel Expense as defined in Article 4.
- Services of professional consultants at a multiple of \_\_\_\_\_  
( \_\_\_\_\_ ) times the amount billed to the Architect for such services.
- B. *AN INITIAL PAYMENT OF* \_\_\_\_\_ dollars (\$) \_\_\_\_\_  
shall be made upon the execution of this Agreement and credited to the Owner's account.
- C. *FOR REIMBURSABLE EXPENSES*, amounts expended as defined in Article 5, including computer time for professional services.
- III. THE OWNER AND ARCHITECT agree in accordance with the Terms and Conditions of this Agreement that:
- A. *IF SCOPE* of the Project is changed materially, compensation shall be subject to renegotiation.
- B. *IF THE SERVICES* covered by this Agreement have not been completed within \_\_\_\_\_  
( \_\_\_\_\_ ) months of the date hereof, the amounts of compensation, rates and multiples set forth in Paragraph II shall be subject to renegotiation.

## PROFESSIONAL FEE PLUS EXPENSES

- I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.
- II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement.
- A. FOR BASIC SERVICES, as described in Paragraph 1.1, Basic Compensation shall be computed on the basis of a PROFESSIONAL FEE PLUS EXPENSES, as follows:
- (1) a Professional Fee of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ )
- ~~plus or minus compensation~~ as follows:
- Principals' time at the fixed rate of thirty-five dollars (\$ 35.00 ) per hour.  
For the purposes of this Agreement, the Principals are:  
Reed Barnes
- Employees' time (other than Principals) at a multiple of two and one-half  
( 2.5 ) times the employees' Direct Personnel Expenses as defined in Article 4.
- Services of professional consultants at ~~a multiple of~~ cost  
( \_\_\_\_\_ ) times the amount billed to the Architect for such services.
- B. FOR ADDITIONAL SERVICES, as described in Paragraph 1.3, compensation computed as follows:
1. Principals' time at the fixed rate of thirty-five dollars (\$ 35.00 ) per hour.  
For the purpose of this Agreement, the Principals are:  
Reed Barnes
2. Employees' time (other than Principals) at a multiple of  
( \_\_\_\_\_ ) times the employees' Direct Personnel Expense as defined in Article 4.
3. Services of professional consultants at a multiple of  
( \_\_\_\_\_ ) times the amount billed to the Architect for such services.
- C. AN INITIAL PAYMENT of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ )  
shall be made upon the execution of this Agreement and credited to the Owner's account.
- D. FOR REIMBURSABLE EXPENSES, amounts expended as defined in Article 5.
- III. THE OWNER AND ARCHITECT agree in accordance with the Terms and Conditions of this Agreement that:
- A. IF SCOPE of the Project is changed materially, compensation shall be subject to renegotiation.
- B. IF THE SERVICES covered by this Agreement have not been completed within twelve  
( 12 ) months of the date hereof, the amounts of compensation, rates and multiples set forth in Paragraph II shall be subject to renegotiation.

## PERCENTAGE OF CONSTRUCTION COST

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

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

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

A Single Stipulated Sum Construction Contract	percent (    % )
Separate Stipulated Sum Construction Contracts	percent (    % )
A Single Cost Plus Fee Construction Contract	percent (    % )
Separate Cost Plus Fee Construction Contracts	percent (    % )

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

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

2. Employees' time (other than Principals) at a multiple of  
(                    ) times the employees' Direct Personnel Expense as defined in Article 4.
3. Services of Professional consultants at a multiple of  
(                    ) times the amount billed to the Architect for such services.

C. *AN INITIAL PAYMENT* of \_\_\_\_\_ dollars (\$       )  
shall be made upon the execution of this Agreement and credited to the Owner's account.

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

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

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

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



## FIXED FEE

- I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.
- II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement.
- A. *FOR BASIC SERVICES*, as described in Paragraph 1.1, Basic Compensation shall be computed on the basis of a FIXED FEE \_\_\_\_\_ dollars (\$ \_\_\_\_\_).
- B. *FOR ADDITIONAL SERVICES*, as described in Paragraph 1.3, compensation computed as follows:
1. Principals' time at the fixed rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per hour.  
For the purpose of this Agreement, the Principals are:
  2. Employees' time (other than Principals) at a multiple of \_\_\_\_\_  
( \_\_\_\_\_ ) times the employees' Direct Personnel Expense as defined in Article 4.
  3. Services of professional consultants at a multiple of \_\_\_\_\_  
( \_\_\_\_\_ ) times the amount billed to the Architect for such services.
- C. *AN INITIAL PAYMENT* of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) shall be made upon the execution of this Agreement and credited to the Owner's account.
- D. *FOR REIMBURSABLE EXPENSES*, amounts expended as defined in Article 5.
- III. THE OWNER AND ARCHITECT agree in accordance with the Terms and Conditions of this Agreement that:
- A. *IF SCOPE* of the Project is changed materially, compensation shall be the subject to renegotiation.
- B. *IF THE SERVICES* covered by this Agreement have not been completed within \_\_\_\_\_  
( \_\_\_\_\_ ) months of the date hereof, the amounts of compensation, rates and multiples set forth in Paragraph II shall be subject to renegotiation.

## TERMS AND CONDITIONS<sup>1</sup> OF AGREEMENT BETWEEN OWNER AND ARCHITECT

### ARTICLE 1

#### ARCHITECT'S SERVICES

##### 1.1 BASIC SERVICES

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

##### SCHEMATIC DESIGN PHASE

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

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

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

##### DESIGN DEVELOPMENT PHASE

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

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

##### CONSTRUCTION DOCUMENTS PHASE

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

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

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

##### BIDDING OR NEGOTIATION PHASE

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

## **1.3 ADDITIONAL SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 2**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 3**

### **CONSTRUCTION COST**

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

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

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

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

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

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

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



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

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

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

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

#### ARTICLE 4

##### DIRECT PERSONNEL EXPENSE

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

#### ARTICLE 5

##### REIMBURSABLE EXPENSES

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

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

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

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

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

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

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

#### ARTICLE 6

##### PAYMENTS TO THE ARCHITECT

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

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

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

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

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

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

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

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

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

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

#### ARTICLE 7

##### ARCHITECT'S ACCOUNTING RECORDS

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

#### ARTICLE 8

##### TERMINATION OF AGREEMENT

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

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

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

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

#### ARTICLE 9

##### OWNERSHIP OF DOCUMENTS

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

#### ARTICLE 10

##### SUCCESSORS AND ASSIGNS

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

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

#### ARTICLE 11

##### ARBITRATION

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

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

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

#### ARTICLE 12

##### EXTENT OF AGREEMENT

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

#### ARTICLE 13

##### GOVERNING LAW

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

ARTICLE 14  
OTHER CONDITIONS OR SERVICES

This Agreement executed the day and year first written above.

OWNER S. C. Dept. of PRT

ARCHITECT Reed Barnes

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
A. I. A.





May 24, 1974

Mr. Pat C. Smith  
State Auditor  
P. O. Box 11333  
Columbia, SC 29211

Re: Submission for Approval of an Architect for Hampton  
Plantation State Park

Dear Mr. Smith:

Attached is a copy of a proposed contract between the S. C.  
Department of Parks, Recreation and Tourism and Mr. Reed  
Barnes, A.I.A. Due to the nature of work involved for a  
historic restoration project, we propose to work with Mr.  
Barnes on an hourly basis. We feel that this will be the  
best way to compensate an architect in this particular  
instance.

Please include this with our original request.

Sincerely,

William R. Jennings  
Engineering & Planning Coordinator

WRJ/jl  
Attachment

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THE AMERICAN INSTITUTE OF ARCHITECTS



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AIA Document B141

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

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

---

**AGREEMENT**

made this \_\_\_\_\_ day of \_\_\_\_\_ in the year of Nineteen  
Hundred and \_\_\_\_\_

**BETWEEN** the Owner: S. C. Dept. of Parks, Recreation & Tourism

and the Architect: Reed Barnes

For the following Project: Hampton Plantation - Measured Drawings  
(Include detailed description of Project location and scope)

The Owner and the Architect agree as set forth below.

## MULTIPLE OF DIRECT PERSONNEL EXPENSE

- I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.
- II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement.

- A. *FOR BASIC AND ADDITIONAL SERVICES*, as described in Paragraphs 1.1 and 1.3, compensation shall be computed on the basis of a MULTIPLE OF DIRECT PERSONNEL EXPENSE, as follows:

Principals' time at the fixed rate of \_\_\_\_\_ dollars (\$) \_\_\_\_\_ per hour.  
For the purposes of this Agreement, the Principals are:

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

Services of professional consultants at a multiple of  
( \_\_\_\_\_ ) times the amount billed to the Architect for such services.

- B. *AN INITIAL PAYMENT OF* \_\_\_\_\_ dollars (\$) \_\_\_\_\_  
shall be made upon the execution of this Agreement and credited to the Owner's account.
- C. *FOR REIMBURSABLE EXPENSES*, amounts expended as defined in Article 5, including computer time for professional services.

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

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

## PROFESSIONAL FEE PLUS EXPENSES

- I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.
- II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement.
- A. FOR BASIC SERVICES, as described in Paragraph 1.1, Basic Compensation shall be computed on the basis of a PROFESSIONAL FEE PLUS EXPENSES, as follows:
- (1) a Professional Fee of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ )
- ~~Principals' time at the fixed rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ) per hour.~~
- Principals' time at the fixed rate of thirty-five dollars (\$ 35.00 ) per hour.  
For the purposes of this Agreement, the Principals are:  
Reed Barnes
- Employees' time (other than Principals) at a multiple of two and one-half  
( 2.5 ) times the employees' Direct Personnel Expenses as defined in Article 4.
- Services of professional consultants at ~~a multiple of~~ cost  
( \_\_\_\_\_ ) times the amount billed to the Architect for such services.
- B. FOR ADDITIONAL SERVICES, as described in Paragraph 1.3, compensation computed as follows: Same as A
1. Principals' time at the fixed rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ) per hour.  
For the purpose of this Agreement, the Principals are:
2. Employees' time (other than Principals) at a multiple of  
( \_\_\_\_\_ ) times the employees' Direct Personnel Expense as defined in Article 4.
3. Services of professional consultants at a multiple of  
( \_\_\_\_\_ ) times the amount billed to the Architect for such services.
- C. AN INITIAL PAYMENT of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ )  
shall be made upon the execution of this Agreement and credited to the Owner's account.
- D. FOR REIMBURSABLE EXPENSES, amounts expended as defined in Article 5.
- III. THE OWNER AND ARCHITECT agree in accordance with the Terms and Conditions of this Agreement that:
- A. IF SCOPE of the Project is changed materially, compensation shall be subject to renegotiation.
- B. IF THE SERVICES covered by this Agreement have not been completed within twelve  
( 12 ) months of the date hereof, the amounts of compensation, rates and multiples set forth in Paragraph II shall be subject to renegotiation.



## PERCENTAGE OF CONSTRUCTION COST

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

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

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

A Single Stipulated Sum Construction Contract	percent (   %)
Separate Stipulated Sum Construction Contracts	percent (   %)
A Single Cost Plus Fee Construction Contract	percent (   %)
Separate Cost Plus Fee Construction Contracts	percent (   %)

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

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

2. Employees' time (other than Principals) at a multiple of  
(                      ) times the employees' Direct Personnel Expense as defined in Article 4.
3. Services of Professional consultants at a multiple of  
(                      ) times the amount billed to the Architect for such services.

C. *AN INITIAL PAYMENT* of    dollars (\$) shall be made upon the execution of this Agreement and credited to the Owner's account.

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

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

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

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

## FIXED FEE

- I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.
- II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement.
- A. *FOR BASIC SERVICES*, as described in Paragraph 1.1, Basic Compensation shall be computed on the basis of a FIXED FEE \_\_\_\_\_ dollars (\$ \_\_\_\_\_).
- B. *FOR ADDITIONAL SERVICES*, as described in Paragraph 1.3, compensation computed as follows:
1. Principals' time at the fixed rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per hour.  
For the purpose of this Agreement, the Principals are:
  2. Employees' time (other than Principals) at a multiple of \_\_\_\_\_  
( \_\_\_\_\_ ) times the employees' Direct Personnel Expense as defined in Article 4.
  3. Services of professional consultants at a multiple of \_\_\_\_\_  
( \_\_\_\_\_ ) times the amount billed to the Architect for such services.
- C. *AN INITIAL PAYMENT* of \_\_\_\_\_ dollars (\$ \_\_\_\_\_)  
shall be made upon the execution of this Agreement and credited to the Owner's account.
- D. *FOR REIMBURSABLE EXPENSES*, amounts expended as defined in Article 5.
- III. THE OWNER AND ARCHITECT agree in accordance with the Terms and Conditions of this Agreement that:
- A. *IF SCOPE* of the Project is changed materially, compensation shall be the subject to renegotiation.
- B. *IF THE SERVICES* covered by this Agreement have not been completed within \_\_\_\_\_  
( \_\_\_\_\_ ) months of the date hereof, the amounts of compensation, rates and multiples set forth in Paragraph II shall be subject to renegotiation.

## TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

### ARTICLE 1

#### ARCHITECT'S SERVICES

##### 1.1 BASIC SERVICES

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

##### SCHEMATIC DESIGN PHASE

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

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

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

##### DESIGN DEVELOPMENT PHASE

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

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

##### CONSTRUCTION DOCUMENTS PHASE

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

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

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

##### BIDDING OR NEGOTIATION PHASE

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

## **1.3 ADDITIONAL SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 2**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 3**

### **CONSTRUCTION COST**

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

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

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

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

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

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

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



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

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

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

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

#### ARTICLE 4

##### DIRECT PERSONNEL EXPENSE

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

#### ARTICLE 5

##### REIMBURSABLE EXPENSES

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

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

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

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

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

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

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

#### ARTICLE 6

##### PAYMENTS TO THE ARCHITECT

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

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

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

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

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

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

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

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

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

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

#### ARTICLE 7

##### ARCHITECT'S ACCOUNTING RECORDS

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

#### ARTICLE 8

##### TERMINATION OF AGREEMENT

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

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

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

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

#### ARTICLE 9

##### OWNERSHIP OF DOCUMENTS

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

#### ARTICLE 10

##### SUCCESSORS AND ASSIGNS

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

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

#### ARTICLE 11

##### ARBITRATION

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

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

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

#### ARTICLE 12

##### EXTENT OF AGREEMENT

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

#### ARTICLE 13

##### GOVERNING LAW

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

ARTICLE 14  
OTHER CONDITIONS OR SERVICES

This Agreement executed the day and year first written above.

OWNER S.C. Dept. of PRT

ARCHITECT Reed Barnes

---

Executive Director

---

A.I.A.



*Putnam  
for Act action*

*EXHIBIT VI  
JUNE 11, 1974*

May 6, 1974

His Excellency John Carl West  
Governor of South Carolina  
Chairman, Budget and Control Board  
The State House  
Columbia, South Carolina  
Honorable Grady L. Patterson, Jr.  
State Treasurer  
Post Office Box 11776  
Columbia, South Carolina

Gentlemen:

At a meeting of the State Board of Education on May 3 the members of the Board unanimously approved a resolution that the Governor and the State Treasurer be requested to sell \$14,200,000 worth of school building bonds to carry on the building program during the 1974-75 school year.

We are attaching for your information the material that was presented to the State Board of Education. I believe that this enclosure will explain the need for this request and the condition of the school bond account in South Carolina. In the past this request has been considered routine as the Board makes this request each year.

With the many changes that are taking place in South Carolina today, there probably never has been a time when this building fund was needed more by the school districts. Your early consideration of this request and your reply will greatly benefit us in the administration of the school building program. Commitments have always been made to the school districts around July 1, and if we are to make the usual allocation, we must have a definite commitment from you before this time. If you wish any further information, we shall be glad to furnish it.

Sincerely yours,

*Cyril B. Busbee*

Cyril B. Busbee  
State Superintendent of Education

CBB:et  
CC: P. C. Smith, Secretary  
Budget and Control Board

RECOMMENDATION FOR ISSUING SOUTH CAROLINA SCHOOL BUILDING BONDS  
1974-75

April 24, 1974

The State Public School Building Program is financed each year by an appropriation made by the General Assembly and also from the proceeds of State School Bonds issued by the Governor and State Treasurer at the request of the State Board of Education. The funds from these two sources, by law, are used first for the payment of principal and interest on any bonds previously issued coming due during the year in question. When funds for the payment of bonds and interest have been reserved, the remainder of the appropriation and bond issue is allocated to the school districts on the basis of the 35-day enrollment of the preceding year.

For the fiscal year 1974-75 we recommend that the State Board of Education request the Governor and State Treasurer to approve a bond issue of \$14,200,000. It is our estimate that this amount will provide an approximate allocation of \$27.00 per pupil in grades 1-12 and \$13.50 to State financed kindergarten pupils. It is necessary that a commitment to issue bonds be made at this time so that, as usual, the allocation of funds can be made to the school districts as soon as the final reports of the 1973-74 35-day enrollment are received and tabulated. However, none of these funds allocated to the districts for 1974-75 will become available until after July 1, 1974.

The statutory limitation on indebtedness for this program is \$137,500,000. The total amount of bonds outstanding and the amount recommended for 1974-75 is well within this limitation. Our records will show that outstanding bonds on June 30, 1974 will be \$106,275,000. If the \$14,200,000 requested is issued, the principal balance on June 30, 1975 will be \$108,850,000.

The school districts in South Carolina lean heavily on this yearly allocation of funds for renovations of buildings, new classrooms, new equipment and district bond amortization and interest. All of the above are permissible under the law and the need of the districts for these funds never seems to diminish.

We are requesting that you direct us to request the Governor and the State Treasurer to issue \$14,200,000 in school building bonds so that we may continue payments to the districts in the amount of \$27.00 per pupil in grades 1-12 and \$13.50 per pupil in the State financed kindergarten program; the distribution to be based on the 1973-74 35-day enrollment.

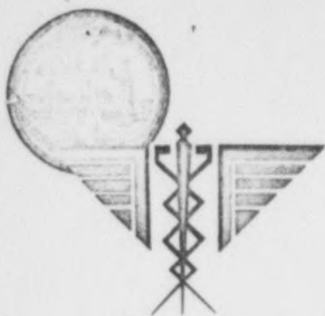


EXHIBIT VII  
JUNE 11, 1974  
South Carolina Department of Mental Health

P.O. Box 485 / 2414 Bull Street / Columbia, South Carolina 29202 / (803) 758-8090

William S. Hall, M.D.  
State Commissioner of Mental Health

May 28, 1974

Mr. P. C. Smith  
State Auditor  
S. C. State Budget  
and Control Board  
P.O. Box 11333  
Columbia, S. C. 29211

Dear Mr. Smith:

The Southern Bell Telephone and Telegraph Company has requested a Right-of-Way to construct a manhole at the southeastern corner of Bull Street and Confederate Avenue extended.

Pursuant to the requirements of Section 1-49.3, Code of Laws of South Carolina, (1962), 1973 cumulative supplement, I would appreciate your review and concurrence to granting of Right-of-Way to the Southern Bell Telephone and Telegraph Company. I am enclosing a copy of Right-of-Way request and a copy of the Attorney General's letter of approval.

I thank you very much for your assistance in this matter.

Sincerely,

WILLIAM S. HALL, M.D.,  
STATE COMMISSIONER OF MENTAL HEALTH

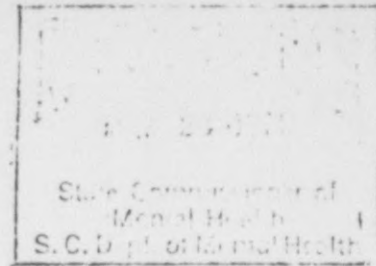
By *Robert B. Price*

Robert B. Price, Chief,  
Engineering and Planning Section

RBP:csc  
Enclosures



# The State of South Carolina



## Office of the Attorney General

RAYMOND G. HALFORD  
ASSISTANT ATTORNEY GENERAL

WADE HAMPTON OFFICE BUILDING  
POST OFFICE BOX 11549  
COLUMBIA, S. C. 29211  
TELEPHONE 803-758-3970

May 23, 1974

DANIEL R. MCLEOD  
ATTORNEY GENERAL

JOSEPH C. COLEMAN  
C. T. GOOLSBY, JR.  
DEPUTY ATTORNEYS GENERAL

Dr. William S. Hall  
State Commissioner of Mental Health  
South Carolina Department of Mental Health  
Post Office Box 485  
2414 Bull Street  
Columbia, South Carolina 29202

ATTENTION: Mr. Robert B. Price, Chief  
Engineering and Planning Section

Re: Right-of-Way Easement  
Southern Bell Telephone  
and Telegraph Company  
(southeastern corner of  
Confederate and Bull  
Streets, Richland County,  
S.C.)

Dear Dr. Hall:

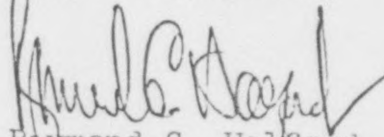
Pursuant to the requirements of Section 32-941, CODE OF LAWS OF SOUTH CAROLINA (1962), I have examined the proposed Right-of-Way Easement to Southern Bell Telephone and Telegraph Company, dated May 20, 1974, and the same is hereby approved, subject to compliance with the provisions of Section 1-49.3, CODE OF LAWS OF SOUTH CAROLINA (1962), 1973 Cum Supp, a copy of which is attached hereto. Section 1-49.3 being inactive subsequent to Section 32-941, the concurrence and acquiescence of the State Budget and Control Board will be required on this Easement.

Dr. William S. Hall  
May 23, 1974  
Page Two

If you should have any further questions concerning  
this matter, please do not hesitate to contact me.

With kindest personal regards,

Very truly yours,

A handwritten signature in dark ink, appearing to read "Raymond G. Halford". The signature is fluid and cursive, with a large initial "R" and "H".

Raymond G. Halford  
Assistant Attorney General

RGH:hjh  
Enclosure

1196

16



## South Carolina Department of Mental Health

P.O. Box 485 / 2414 Bull Street / Columbia, South Carolina 29202 / (803) 758-8090

William S. Hall, M.D.  
State Commissioner of Mental Health

May 28, 1974

Mr. P. C. Smith  
State Auditor  
S. C. State Budget  
and Control Board  
P.O. Box 11333  
Columbia, S. C. 29211

Dear Mr. Smith:

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I thank you very much for your assistance in this matter.

Sincerely,

WILLIAM S. HALL, M.D.,  
STATE COMMISSIONER OF MENTAL HEALTH

By *Robert B. Price*

Robert B. Price, Chief,  
Engineering and Planning Section

RBP:csc  
Enclosures

1197 →



Raymond E. Ackerman, M.D.  
Deputy Commissioner, Community Mental Health Services

Alexander G. Donald, M.D.  
Deputy Commissioner, Educational and Research Services

Thomas G. Falson, M.D.  
Acting Dep. Comm., Alcohol & Drug Addiction Services

P. G. Reeves, Jr.  
Deputy Commissioner, Administrative Services

Radney D. Brown, Ph.D.  
Director, Program Development

Charles H. Burr  
Deputy Commissioner, Technical Support Systems

Mental Health Commission: C. M. Tucker, Jr., Chairman  
Pageland

G. Werber Bryan  
Sumter

Walter H. Solomon  
Charleston

J. C. Bull, M.D.  
Spartanburg

Bernard Warshaw  
Walterboro

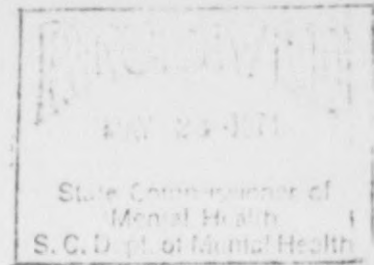
Gettis D. Wood, Jr.  
Columbia

Herbert Schreiber, M.D.  
Camden

John M. Fewell, M.D.  
Greenville  
Member Emeritus

1197-A

# The State of South Carolina



## Office of the Attorney General

RAYMOND G. HALFORD  
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DEPUTY ATTORNEYS GENERAL

May 23, 1974

Dr. William S. Hall  
State Commissioner of Mental Health  
South Carolina Department of Mental Health  
Post Office Box 485  
2414 Bull Street  
Columbia, South Carolina 29202

ATTENTION: Mr. Robert B. Price, Chief  
Engineering and Planning Section

Re: Right-of-Way Easement  
Southern Bell Telephone  
and Telegraph Company  
(southeastern corner of  
Confederate and Bull  
Streets, Richland County,  
S.C.)

Dear Dr. Hall:

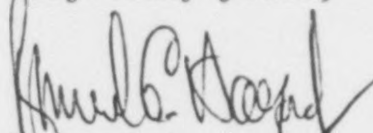
Pursuant to the requirements of Section 32-941, CODE OF LAWS OF SOUTH CAROLINA (1962), I have examined the proposed Right-of-Way Easement to Southern Bell Telephone and Telegraph Company, dated May 20, 1974, and the same is hereby approved, subject to compliance with the provisions of Section 1-49.3, CODE OF LAWS OF SOUTH CAROLINA (1962), 1973 Cum Supp, a copy of which is attached hereto. Section 1-49.3 being inactive subsequent to Section 32-941, the concurrence and acquiescence of the State Budget and Control Board will be required on this Easement.

Dr. William S. Hall  
May 23, 1974  
Page Two

If you should have any further questions concerning  
this matter, please do not hesitate to contact me.

With kindest personal regards,

Very truly yours,



Raymond G. Halford  
Assistant Attorney General

RGH:hjh  
Enclosure

1199





### RIGHT-OF-WAY EASEMENT

In consideration of the sum of money hereinafter set out and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged from the Southern Bell Telephone and Telegraph Company, the undersigned, owner(s) of the premises described below, do hereby grant to the Southern Bell Telephone and Telegraph Company its licensees, agents, successors, assigns, and allied and associated companies, a right of way easement to construct, operate, maintain, add or remove such lines or systems of communications or related services as the grantee may require, consisting of:

- (1) poles, guys, anchors, aerial cables and wires;
- (2) buried cables and wires, cable terminals, markers, splicing boxes and pedestals;
- (3) conduits, manholes, markers, underground cables and wires;
- (4) and other amplifiers, boxes, appurtenances or devices

upon over and under a strip of land \_\_\_\_\_ feet wide across the following lands in \_\_\_\_\_ County, State of \_\_\_\_\_ generally described as follows:

and, to the fullest extent the undersigned has the power to grant, if at all, over, along and under the roads, streets or highways adjoining or through said property.

The following rights are also granted: to allow any other person or company to attach wires or lay cable or conduit within the right of way for communications or electric power transmission or distribution; ingress and egress to said premises at all times; to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution.

The receipt of \_\_\_\_\_ and \_\_\_\_\_ /100 Dollars (\$\_\_\_\_\_) is hereby acknowledged by the undersigned.

To have and to hold the above granted easement unto Southern Bell Telephone and Telegraph Company, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned ha \_\_\_\_\_ signed and sealed this document  
caused this instrument to be executed by  
its duly authorized agent

on \_\_\_\_\_, 19\_\_\_\_.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

Attest:

\_\_\_\_\_  
Corporate Officer

\_\_\_\_\_  
L.S.

\_\_\_\_\_  
L.S.

\_\_\_\_\_  
Name of Corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT III  
JUNE 11, 1974PERMANENT IMPROVEMENTS

<u>AGENCY/Project</u>	<u>RECOMMENDED</u>
1. ADJUTANT GENERAL'S OFFICE	205,000
1. Construct Armory: Andrews	100,000
2. Construct Armory: Lockhart	105,000
2. BUDGET AND CONTROL BOARD	1,625,000
1. Acquire Property Adjoining Lace House	220,000
2. Construct 285-Space Parking Structure	905,000
3. Renovation: Wade Hampton Building	500,000
3. UNIVERSITY OF SOUTH CAROLINA	8,000,000
1. Behavioral & Social Science Center	5,000,000
2. Auditorium Complex (Supplement)	3,000,000
4. CLEMSON UNIVERSITY	5,090,000
1. Biological Sciences Bldg. (Supplement)	2,100,000
2. Ag. Eng. Bldg. Ren. & Addition (Supplement)	1,100,000
3. Dairy Science Research Center (Supplement)	700,000
4. Utilities System: Expansion & Imp.	740,000
5. Finish Expansion Space: Library (Phase 2)	450,000
5. MEDICAL UNIVERSITY	5,000,000
1. Renovation: Hospital	5,000,000
6. THE CITADEL	2,137,140
1. Addition & Renovation: Capers Hall	1,537,140
2. Deas Hall-Physical Education (Supplement)	600,000
7. WINTHROP COLLEGE	640,000
1. Oakland Avenue Underpass	550,000
2. Outside Physical Education Areas	90,000
8. FRANCIS MARION COLLEGE	680,000
1. Learning Center (Supplement)	255,000
2. Rogers Library: Convert Second Floor to Library Use	270,000
3. Campus Development	155,000
9. COLLEGE OF CHARLESTON	6,135,000
1. Fine Arts Center: First Increment	2,900,000
2. Central Maintenance & Warehouse Facility	350,000
3. Central Energy Facility: Phase 2	750,000
4. Outdoor Activities Facility	600,000
5. Faculty & Administrative Facilities	600,000
6. Botannical Greenhouse	60,000
7. Renovation: Craig Union & Men's Dormitory	300,000
8. Utilities, Fire, Lighting & Security Systems	400,000
9. Marine Biology Laboratory (Supplement)	175,000



PERMANENT IMPROVEMENTS

<u>AGENCY/Project</u>	<u>RECOMMENDED</u>
10. LANDER COLLEGE	3,218,000
1. Student & Administrative Center	2,600,000
2. Library (Supplement)	618,000
11. DEPARTMENT OF EDUCATION	1,500,000
1. Equipment: Vocational School	500,000
2. Construction: Vocational School	1,000,000
12. STATE BD. FOR TECHNICAL & COMP. ED.	500,000
1. Equipment	500,000
13. DEPT. OF ARCHIVES & HISTORY	500,000
1. Const. & Equip. Records Center	500,000
14. DEPARTMENT OF CORRECTIONS	7,500,000
1. Replace C.C.I. Facilities - 5-year program	7,500,000
15. FORESTRY COMMISSION	180,000
1. Six Residences for Tower Operators	180,000
16. DEPT. OF PARKS, RECREATION AND TOURISM	530,000
1. Camp for the Handicapped	500,000
2. Payment # 4 on Hampton Plantation Purchase	30,000
17. STATE HIGHWAY DEPARTMENT	5,475,000
1. Beach Erosion Control	800,000
2. Highway Department Building	4,675,000
18. STATE PORTS AUTHORITY	13,600,000
1. Facilities Expansion: 5-year Program	13,600,000
19. JOHN DE LA HOWE	200,000
1. Cost Increase, School & Laundry	200,000
20. OPPORTUNITY SCHOOL	63,000
1. Air Conditioning (Supplement)	63,000
21. WILDLIFE AND MARINE RESOURCES	1,792,275
1. Marine Food Technology Laboratory (Supplement)	850,000
2. Dennis Wildlife Expansion	942,275
Total	<u><u>64,570,415</u></u>

SEE FOLLOWING NOTES

- NOTE 1: All items identified as "supplement" have been previously funded, but call for additional monies because of cost escalation.
- NOTE 2: Capital Improvement Bond funds for both of the University of South Carolina projects (totaling \$8,000,000) and for the Highway Department Building (\$4,675,000) are included in separate acts, but are carried here for the purpose of over-all bond limit consideration.
- NOTE 3: The recommendations for the Department of Corrections (Item 14) and the Ports Authority (Item 18) are one-year funding for five-year projects totaling \$37,500,000 and \$68,000,000, respectively. The entire amount of each of these projects should be approved at this time with a proviso that funding will be provided in equal amounts over a five year period.
- NOTE 4: Funds recommended for the Marine Food Technology Laboratory (\$850,000) will be repaid thru an agreement with the Federal Government.





PERMANENT PROVISIONS

*copy 21250,000  
850,000  
30,000 gift.*

I. WILDLIFE AND MARINE RESOURCES DEPARTMENT

A. MARINE FOOD TECHNOLOGY LABORATORY \$850,000.00

PROVIDED, THAT THE ISSUANCE OF THE BOND ABOVE, AUTHORIZED FOR THE EXPANSION, AT THE FEDERAL GOVERNMENT'S REQUEST, OF THE MARINE FOOD TECHNOLOGY LABORATORY IS CONDITIONED ON AN AGREEMENT WITH THE APPROPRIATE FEDERAL AUTHORITIES UNDER WHICH FEDERAL FUNDS WILL BE AVAILABLE TO COVER THE RETIREMENT OF THE BOND.

B. DENNIS WILDLIFE EXPANSION \$942,275.00

PROVIDED, THAT ONE-HALF OF THE ESTIMATED \$1,848,551.00 EXPANSION BE COMPLETED IN 1974-75 FISCAL YEAR AND THE REMAINDER IN THE 1975-76 FISCAL YEAR.

## CHANGES

Original	Recommended	Total	\$ 62,100,837
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## Add:

John de la Howe School -		
Cost increase, School & Laundry	\$	200,000
College of Charleston -		
Cost increase, Marine Biology Laboratory		175,000
Parks, Recreation & Tourism		
Camp for Handicapped		500,000
Opportunity School -		
Cost Increase, Air Conditioning		<u>63,000</u>
		<u>938,000</u>
	\$	63,038,837

## Delete:

Health & Environmental Control -	
Emergency Medical Services	142,000
Aeronautics Commission	
Airport Development	<u>736,697</u>
	878,697

Revised Total	\$ 62,160,140
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PERMANENT IMPROVEMENTS

	<u>REQUESTED BY AGENCY</u>	<u>PROPOSED BY GOVERNOR</u>	<u>RECOMMENDED</u>
1. Adjutant General's Office	205,000	0	205,000
2. Budget and Control Board	6,300,000	0	6,300,000
3. University of South Carolina	8,000,000	0	8,000,000
4. Clemson University	13,456,550	0	5,090,000
5. Medical University	16,500,000	0	5,000,000
6. The Citadel	2,137,140	0	2,137,140
7. Winthrop College	640,000	0	640,000
8. Francis Marion College	680,000	0	680,000
9. College of Charleston	5,960,000	0	5,960,000
10. Lander College	6,750,000	0	2,600,000
11. Department of Education	150,000	2,000,000	1,500,000
12. State Board for Technical & Comp. Ed.	0	500,000	500,000
13. Opportunity School	175,000	0	0
14. Department of Archives & History	500,000	0	500,000
15. Arts Commission	1,451,686	0	0
16. Dept. of Health & Environmental Control	24,272,250	378,000	142,000
17. Department of Mental Health	0	6,000,000	0
18. State Agency of Vocational Rehabilitation	0	1,000,000	0
19. Department of Corrections	0	37,500,000	7,500,000*
20. Forestry Commission	180,000	0	180,000
21. Dept. of Parks, Recreation & Tourism	30,000	1,500,000	30,000
22. Clark's Hill Authority	2,000,000	0	0
23. Aeronautics Commission	736,697	0	736,697
24. State Highway Department	0	800,000	800,000
25. State Ports Authority	0	68,000,000	13,600,000*
TOTAL	<u>90,124,323</u>	<u>117,678,000</u>	<u>62,100,837</u>

5-21-74

\*First year of recommended 5-year program.



PERMANENT IMPROVEMENTS

<u>AGENCY/Project</u>	<u>REQUESTED BY AGENCY</u>	<u>PROPOSED BY GOVERNOR</u>	<u>RECOMMENDED</u>
1. ADJUTANT GENERAL'S OFFICE	205,000	0	205,000
1. Construct Armory: Andrews	100,000	0	100,000
2. Construct Armory: McEntire ANGB LOCKHART	105,000	0	105,000
2. BUDGET & CONTROL BOARD	6,300,000	0	6,300,000
1. Acquire Property Adjoining Lace House	220,000	0	220,000
2. Acquire Highway Department Building	4,675,000	0	4,675,000
3. Construct 285-Space Parking Structure	905,000	0	905,000
4. Renovation: Wade Hampton Building	500,000	0	500,000
3. UNIVERSITY OF SOUTH CAROLINA	8,000,000	0	8,000,000
1. Behavioral & Social Science Center	5,000,000	0	5,000,000
2. Auditorium Complex: Supplement	3,000,000	0	3,000,000
4. CLEMSON UNIVERSITY	13,456,550	0	5,090,000
1. Biological Sciences Bldg.; Supplement	2,100,000	0	2,100,000
2. Ag. Eng. Bldg. Ren. & Addition: Supplement	1,100,000	0	1,100,000
3. Dairy Science Research Center: Supplement	700,000	0	700,000
4. Nursing Bldg. (note contingency request in item 10)	900,000	0	0
5. Utilities System: Expansion & Imp.	740,000	0	740,000
6. Finish Expansion Space: Library, Phases 2 & 3	1,950,000	0	450,000 (Phase 2 only)
7. University Union & Related: Exp. & Imp.	1,500,000	0	0
8. Renovation: Tillman & Godfrey Halls (Education)	1,200,000	0	0
9. Renovation: Serrine Hall (I.M. & Textile Science)	1,000,000	0	0
10. Nursing Building (Contingency)	2,000,000	0	0
11. Improvements: Public Service Activities	266,550	0	0
5. MEDICAL UNIVERSITY	16,500,000	0	5,000,000
1. Renovation: Hospital	6,000,000	0	5,000,000
2. Radiology, Lab., Clinical Science Bldg. II	10,000,000	0	0
3. Renovation: College of Pharmacy	500,000	0	0
6. THE CITADEL	2,137,140	0	2,137,140
1. Addition & Renovation: Capers Hall	1,537,140	0	1,537,140
2. Deas Hall (Physical Education): Supplement	600,000	0	600,000
7. WINTHROP COLLEGE	640,000	0	640,000
1. Oakland Avenue Underpass	550,000	0	550,000
2. Outside Physical Education Areas	90,000	0	90,000

PERMANENT IMPROVEMENTS

<u>AGENCY/Project</u>	<u>REQUESTED BY AGENCY</u>	<u>PROPOSED BY GOVERNOR</u>	<u>RECOMMENDED</u>
8. FRANCIS MARION COLLEGE	680,000	0	680,000
1. Learning Center: Supplement	255,000	0	255,000
2. Rogers Library: Convert Second Floor to Library Use	270,000	0	270,000
3. Campus Development	155,000	0	155,000
9. COLLEGE OF CHARLESTON	5,960,000	0	5,960,000
1. Fine Arts Center: First Increment	2,900,000	0	2,900,000
2. Central Maintenance & Warehouse Facility	350,000	0	350,000
3. Central Energy Facility: Phase 2	750,000	0	750,000
4. Outdoor Activities Facility	600,000	0	600,000
5. Faculty & Administrative Facilities	600,000	0	600,000
6. Botannical Greenhouse	60,000	0	60,000
7. Renovation: Craig Union & Men's Dormitory	300,000	0	300,000
8. Utilities, Fire, Lighting & Security Systems	400,000	0	400,000
10. LANDER COLLEGE	6,750,000	0	2,600,000
1. Student & Administrative Center	2,600,000	0	2,600,000
2. Classroom - Office Complex	3,000,000	0	0
3. Land Acquisition	800,000	0	0
4. Renovations	350,000	0	0
11. DEPARTMENT OF EDUCATION	150,000	2,000,000	1,500,000
1. Equipment: Vocational School	0	500,000	500,000
2. Construction: Vocational School	150,000	1,000,000	1,000,000
3. Buses	0	500,000	0
12. STATE BD. FOR TECHNICAL & COMP. ED.	0	500,000	500,000
1. Equipment	0	500,000	500,000
13. OPPORTUNITY SCHOOL	175,000	0	0
1. 8-Bed Infirmary	175,000	0	0
AIR COND.			63,000
14. DEPT. OF ARCHIVES & HISTORY	500,000	0	500,000 ?
1. Const. & Equip. Records Center	500,000	0	500,000
15. ARTS COMMISSION	1,451,686	0	0
1. Restore Atalaya Castle for State Arts Center	836,686	0	0
2. Physical Plant for State Theater	615,000	0	0
16. DEPT. OF HEALTH & ENVIRONMENTAL CONTROL	24,272,250	378,000	142,000
1. State Park: Paint & Carpenter Shop	48,000	0	0
2. State Park: Paving	58,000	0	0
3. Const. & Equip 12 District Health Centers	24,166,250	0	0
4. Lab. & Data Processing Equipment	0	236,000	0
5. Emergency Medical Services	0	142,000	142,000

6 LABORATORY

209

1,451,686  
1,451,686

PERMANENT IMPROVEMENTS

<u>AGENCY/Project</u>	<u>REQUESTED BY AGENCY</u>	<u>PROPOSED BY GOVERNOR</u>	<u>RECOMMENDED</u>
17. DEPT. OF MENTAL HEALTH	0	6,000,000	0
1. Regional Treatment Facility (Village "C")	0	6,000,000	0
18. STATE AGENCY OF VOCATIONAL REHABILITATION <i>App. Bill</i>	0	1,000,000	0
1. Model Training & Evaluation Centers	0	1,000,000	0
19. DEPARTMENT OF CORRECTIONS	0	37,500,000	7,500,000
1. Replace C.C.I. Facilities: 5-year program	0	37,500,000	7,500,000
20. FORESTRY COMMISSION	180,000	0	180,000
1. Six Residences for Tower Operators	180,000	0	180,000
21. DEPT. OF PARKS, RECREATION AND TOURISM	30,000	1,500,000	30,000
1. Recreation Land Trust Fund	0	1,000,000	0
2. Camp for the Handicapped	0	500,000	0 500,000
3. Payment #4 on Hampton Plantation Purchase	30,000	0	30,000
22. CLARK'S HILL AUTHORITY	2,000,000	0	0
1. Capital Outlay (Water, Sewer, Roads)	2,000,000	0	0
23. AERONAUTICS COMMISSION <i>App. Bill</i>	736,697	0	736,697
1. Airport Development	736,697	0	736,697
24. STATE HIGHWAY DEPARTMENT	0	800,000	800,000
1. Beach Erosion Control	0	800,000	800,000
2. Highway <i>Chen. Rdg.</i>			4675,000
25. STATE PORTS AUTHORITY	0	68,000,000	13,600,000
1. Facilities Expansion: 5-year Program	0	68,000,000	13,600,000
 TOTAL	 <u>90,124,323</u>	 <u>117,678,000</u>	 <u>62,100,837</u>

*Mental Retard.**Nursing Home 920,000**Penitentiary at**White Village 3,000,000**John de la Harpe**200,000*



EXHIBIT IX  
JUNE 11, 1974

ADOPTION OF TABLES HEREIN PRESENTED

WHEREAS, The investigation of the experience of members and beneficiaries of the South Carolina Retirement System which was prepared as of June 30, 1968 indicated that certain of the tables previously used require modification in order that they may reflect more closely the actual past experience of the membership, and

WHEREAS, The actuary has prepared new tables based on the experience of teachers and employees, which he recommends for adoption, therefore be it

RESOLVED, That in accordance with Section 61-15 of the retirement law and on the basis of the recommendations of the actuary the State Budget and Control Board hereby discontinues the use of the salary scales, active service and retirement tables previously used and approves for use instead the attached salary scale and rates of separation, and be it further

RESOLVED, That the attached mortality tables for service pensioners and beneficiaries be used in the valuations in determining the liabilities on account of service and deferred vested allowances for men and women teachers and all liabilities for dependent beneficiaries and that they be rated ahead one year in determining the liabilities on account of service and deferred vested allowances for men and women employees, and be it further

RESOLVED, That the attached mortality tables for disability pensioners be used in the valuations in determining the liabilities on account of disability allowances, and be it further

RESOLVED, That the new mortality tables be used for the purpose of computing option factors, and be it further

RESOLVED, That the mortality tables previously adopted on February 18, 1946 be continued in use for and only for the purpose of computing retirement benefits under the matching formula with respect to members whose benefits are computed as Class One Benefits, and be it further

RESOLVED, That the new tables be used in the actuarial valuation of the liabilities of the System as of June 30, 1973 and thereafter, and on and after July 1, 1974 for the purpose of computing option factors.

\_\_\_\_\_  
The State Budget and Control Board of the South Carolina Retirement System at a meeting held on JUNE 11, 1974 passed the preceding resolutions.

THE STATE BUDGET AND CONTROL BOARD  
OF THE SOUTH CAROLINA RETIREMENT  
SYSTEM

By   
Chairman

Attest

\_\_\_\_\_  
Secretary

June 11, 1974

EXHIBIT X  
JUNE 11, 1974

TO : MEMBERS, BUDGET AND CONTROL BOARD  
FROM : Purvis W. Collins, Director, South Carolina Retirement System  
SUBJECT: Cost Estimates to Change Benefit Structure

In compliance with your request, the following cost estimates to change the benefit structure are provided.

<u>Benefit</u>	<u>Additional *Contribution</u>	<u>Dollar ** Amount</u>
1. 1.75% Formula	2.55%	\$17,658,000
2. Age 60 <u>or</u> 30 years - No reduction	1.29%	8,900,000
3. Age 60 <u>and</u> 30 years - No reduction	.20%	1,350,000
4. Age 62 <u>or</u> 32 years - No reduction	.88%	6,000,000
5. Age 62 <u>and</u> 32 years - No reduction	.12%	800,000
6. Reduce 15 year vesting to 10 years	.15%	1,000,000

\* Additional contribution rate annually.

\*\* Dollar amount increases annually as payroll increases.

Present Contribution Rate (State)

<u>Employer</u>	6.5% of Payroll
	<u>.4% Group Life Insurance</u>
	6.9% Total

Components of Above Contribution

Normal Contribution	3.89%
Accrued Liability (40 years)	2.61%
Group Life Insurance	<u>.40%</u>
Total	6.9 %

<u>Employee</u>	4% of first \$4800 earnings calendar year
	6% of excess of \$4800



EXHIBIT XI  
JUNE 11, 1974

House: Finney, Plowden, LaFitte and Baker  
Attorney: Heilman  
Stenographer:  
Date:

House #2751

AMEND THE BILL BY STRIKING ALL AFTER THE ENACTING WORDS AND INSERTING:

SECTION 1. It is the purpose of this act to establish systems of personnel administration responsive to the needs of the people and essential to the effective and efficient operation of State government and which shall be applicable to all State agencies, departments, institutions, boards, commissions and authorities, except as may hereinafter be exempted. These systems shall provide, in coordination with all State agencies, a means to recruit, select, develop, and maintain an effective and responsive work force, and shall include policies and procedures for employee hiring, advancement, training, career development, job classification, salary administration, fringe benefits, except State Retirement benefits, discipline, discharge and other related activities based upon merit and fitness without regard to sex, age, race, religion, political affiliation, national origin or other non-merit factors.

SECTION 2. As used in this act:

1. "Agency" shall mean any department, institution, commission, board, or any other unit of government of the State, or two or more of them, under the control of an appointing authority who is independent of any other appointing authority.

2. "Appointing authority" shall mean any person having power by law, or by lawfully delegated authority, to make an appointment of a person for employment to any position in the State service.

3. "Agency head" shall mean the chief executive of a State agency in whom is vested final appointing authority for the agency.

4 "Classified service" shall mean all of those positions in the State service which are subject to the classification policies and regulations as authorized by the provisions of this act.

5. "Unclassified service" shall mean all of those positions in the State service which are not subject to the position classification policies and regulations or are otherwise placed in an unclassified category authorized by the provisions of this act.

6. "Exempt positions" shall mean all of those positions in the State service which are exempt from the provisions of this act as specified in Section 5.

7. "Position" shall mean any employment requiring the services of one salaried person, or any office or employment in any agency requiring specific duties to be performed by one person.

SECTION 3. There is hereby created the State Personnel Division (hereinafter referred to as the division) which shall be responsible to the State Budget and Control Board (hereinafter referred to as the board) and shall be responsive to agency needs for all personnel functions.

The administrative head of the division shall be the State Personnel Director (hereinafter referred to as the director), who shall be appointed by the board. The director may employ such staff as deemed necessary to efficiently carry out the provisions of this act within authorized funding.

Subject to the policies and direction of the board, the director shall have authority to:

(1) Establish and maintain a uniform classification plan to be applicable to all positions in the classified service and determine the classification of all positions.

(2) Establish, maintain and administer a uniform compensation schedule and pay plan for all positions and employees.

(3) Develop and revise as necessary and in coordination with agencies served the specifications for all classes of positions which shall include identification of the minimum educational training, experience and other qualifications considered necessary to assure adequate performance of the duties and responsibilities. The board and agency heads will require adherence to these qualifications factors.

(4) Recommend to the board after coordinating with agencies served employment policies to assure that appointments to positions in the State classified service are made on the basis of merit and fitness and without regard to race, sex, age, religion, political affiliation, national origin, or other non-merit factors.

(5) Operate a recruitment and applicant referral program as a service to all agencies and departments of the State.

(6) Administer a centralized merit system in accordance with State law and develop and validate selection procedures for the various classes of positions.

(7) Recommend to the board after coordination with agencies served policies, regulations and programs concerning hours of work, annual leave, sick leave, maternity leave, military leave, civil leave, leave without pay, educational leave, performance appraisals, grievance procedures, employee awards, dual employment, disciplinary action, separations, the order and manner in which reductions in force should be effected, and other such benefits and conditions of employment as may be needed to insure harmonious relations and fair and equitable treatment of all employees.

(8) Coordinate with the agencies served a program of training and employee development and related career development programs for State employees.



(9) Enter into agreement with any municipality or political subdivisions of the State to furnish services and facilities in the administration of its personnel program. Any such agreement shall provide for the reimbursement to the State of the reasonable cost of the services and facilities furnished. All municipalities and political subdivisions of the State are hereby authorized to enter into such agreements.

(10) Establish and maintain a central personnel data system on all State employees covered by this act, both classified and unclassified, and in coordination with agencies served determine the data to be recorded on employees and positions and the procedures and forms to be used by all agencies in reporting data.

(11) Review the payroll of each State agency covered by this act to assure conformity with the rules and regulations of the State Classification and Compensation Plan, and to certify such conformity or non-conformity.

(12) Delegate to the heads of the State agencies served such of the above responsibilities as may be appropriate. Any delegation of responsibility in accordance with this provision shall be by written agreement filed with the board and may be terminated or suspended by either party to the agreement upon thirty days written notice.

(13) Develop after coordinating with agencies served and implement with board approval such rules, regulations or guidelines as may be required for the implementation of the provisions of this act.

(14) Recommend daily administrative office hours of agencies served: provided, that no agency shall schedule a workweek less than that prescribed by statute.

SECTION 4. The board shall exercise final approval on policies, rules, regulations and programs incident to the administration of the State personnel system, subject

to legislative action by the General Assembly wherever required, and shall hear appeals of appointing authorities and employees relating to the administration of the provisions of Section 3 of this act.

SECTION 5. The provisions of this act shall apply to all State employees not herein exempt. The provisions shall not apply to:

- (1) members of the General Assembly and its supporting staffs;
- (2) officers and employees of the General Assembly and persons employed to conduct temporary or special inquiries, investigations, or investigations on its behalf:
- (3) officers elected by popular vote and persons appointed to fill vacancies in such offices;
- (4) judges, referees, receivers, jurors and masters in equity;
- (5) members of boards, commissions, councils and advisory councils compensated on a per diem basis;
- (6) salaried heads of State agencies who are appointed by the Governor or a legally constituted board or commission;
- (7) members of the military force of the State while engaged in military service;
- (8) all inmate help in all charitable, penal and correctional institutions and students employed in institutions of learning;
- (9) part-time professional personnel engaged in consultative professional services without administrative duties and personnel employed for less than ninety working days per year;

(10) public school superintendents, principals, teachers, and other public school employees;

(11) such other positions as the board may elect to exempt from time to time.

SECTION 6. The Classification and Compensation Plan shall not apply to:

(1) Exempt employees specified in Section 5 of this act;

(2) Presidents, provosts, vice-presidents, deans, teaching and research staffs, and others of academic rank employed by the State educational institutions of higher learning;

(3) Officials or employees whose salaries are fixed by statute;

(4) Such other positions and employees the board may elect to exempt from time to time.

SECTION 7. This act shall take effect upon approval by the Governor.



EXHIBIT VII  
JUNE 11, 1974

H I G H W A Y P A T R O L

<u>GRADE</u>	<u>CLASS</u>	<u># FILLED POSITIONS</u>	<u># VACANCIES</u>	<u>AVG. SALARY</u>
10	Hwy. Patrolman Trainee	46	33	6,630
12	Hwy. Patrolman	112	75	7,396
13	Hwy. Patrolman 1st Class	389	257	9,108
14	Hwy. Patrol Cpl.	51	38	10,630
15	Hwy. Patrol Sgt	62	12	11,788
16	Hwy. Patrol First Sgt.	8	8	12,587
18	Hwy. Patrol Lt.	35	3	13,923
19	Hwy. Patrol Capt.	11	0	15,253
21	Hwy. Patrol Major	1	0	17,849
23	Dir Law Enf Div (Colonel)	1	0	21,385

S L E D

<u>GRADE</u>	<u>CLASS</u>	<u># FILLED</u>	<u># VACANT</u>	<u>AVG. SALARY</u>
10	Asst. Agent Sled	2	0	7,190
13	Agent I Sled	39	2	8,345
15	Agent II Sled	21	1	10,840
17	Lt. Field Sled	28	3	12,945
23	Sled Captain	1	0	21,743

1221

6/74

# MINIMUM TRAINING AND EXPERIENCE

<u>PATROL CLASS</u>	<u>MINIMUM TRAINING &amp; EXPERIENCE</u>	<u>SLED CLASS</u>	<u>MINIMUM TRAINING &amp; EXPERIENCE</u>
Trainee (Grade 10)	High School	Asst. Agent (Grade 10)	High School attending college or another institute of higher learning or Law Enforce- ment Academy or similar courses.
Patrol Officer (Grade 12)	High School & completion of Training School.		
Patrol 1st Class (Grade 13)	High school + 1 year experience	Sled Agent I (Grade 13)	B.A. + 2 years experience H.S. + 6 years experience
Corporal (Grade 14)	High School + 2 years experience		
Sergeant (Grade 15)	High School + 4 years experience	Sled Agent II (Grade 15)	B.A. + 4 years experience H.S. + 7 years experience
1st Sergeant (Grade 16)	High School + 5 years experience	Lt. Field Sled (Grade 17)	B.A. + 6 years experience H.S. + 8 years experience & emphasis on investigations.
Lieutenant (Grade 18)	High School + 6 years experience		
Captain (Grade 19)	High School + 8 years experience & 2 years as Lt.		
Major (Grade 21)	High School + 10 years experience & 2 years as Captain.		
Colonel (Grade 23)	B.A. Degree or equivalent 10 years experience including 3 years of command.	Sled Captain (Grade 23)	B.A. or equivalent 10 years experience & emphasis on investigations & administrative procedures.

1222



E X E C U T I V E

S E S S I O N

MINUTES OF BUDGET AND CONTROL BOARD MEETING

JUNE 11 1974

EXECUTIVE SESSION

SALARY COMPARISON - HIGHWAY PATROL AND SLED - At the request of the Board, Dr. Mullins and his staff had prepared information pertaining to the salary structure of the State Highway Patrol and of the State Law Enforcement Division and had developed a comparison of classification requirements and salary scales.

A study of the comparative statement revealed that education and experience as required by SLED was generally greater than that required by the Highway Patrol for a like grade. The Board also concluded that any salary disparity which might be suffered by highway patrolmen was the result of administrative procedures of the Highway Department rather than any basic inequity in the Classification and Compensation plan.

It was agreed that Governor West and Dr. Jack Mullins would meet with the Chairman of the State Highway Commission to discuss the salaries of highway patrolmen and that they would report back to the Budget and Control Board as to their findings.

A copy of the data prepared by the Personnel Division has been retained in these files and is identified as Exhibit XII.

GRIEVANCE COMMITTEE - JAMES E. DUDLEY - The Budget and Control Board declined to take any action with respect to the findings of the State Employee's Grievance Committee in the case of James E. Dudley of the State Ports Authority thereby allowing the action of the Committee to become effective.

A transcript of the proceedings of the Grievance Committee has

been retained in these files and is identified as Exhibit XIII.

There being no further business, the meeting was adjourned  
at 12:15 p.m.





State of South Carolina  
**PERSONNEL DIVISION**  
1205 Pendleton Street  
Columbia, South Carolina 29201

Jack S. Mullins, Ph.D.  
Director

803-758-3334

June 4, 1974

TO: MEMBERS OF THE STATE BUDGET AND CONTROL BOARD

The State Employee Grievance Committee held a hearing on May 31, 1974, on the appeal of James E. Dudley, concerning his termination from employment at the South Carolina State Ports Authority as a supervisor. The State Grievance Committee met, following the hearing on May 31, and rendered its decision, a copy of which is attached.

Enclosed, also, is a copy of the case records along with the decision at each level of appeal within the agency's grievance procedure.

The State Employee Grievance Committee hearing was recorded and can be transcribed for review by members of the Board should such be desired.

Under the Grievance Act, as amended, the Board has fifteen (15) days in which to render its decision dating from June 5, 1974.

It is the intention of the State Employee Grievance Committee and endorsed by the State Personnel Division that no indication of the Committee's action be made public or released to the parties until the Board has rendered its decision or elects to permit the Committee's decision to take effect after fifteen day. Therefore, your confidence in the interim would be greatly appreciated.

Mr. Fred B. Haskell of this Division attended the hearing on May 31, in my behalf, and would be happy to appear before the Board to answer any questions.

If we may be of further assistance prior to your meeting to deliberate your action, please let us know.

Sincerely,

Jack S. Mullins  
State Director of Personnel

JSW/bjc

Enclosures

cc: The Honorable P. C. Smith  
Secretary, State Budget and Control Board

NOTICE TO BUDGET AND CONTROL BOARD OF GRIEVANCE COMMITTEE ACTION

GRIEVANCE HEARING

APPELLANT'S NAME: James E. Dudley  
 JOB CLASSIFICATION: Supervisor  
 AGENCY: S. C. State Ports Authority DATE: May 31, 1974  
 NATURE OF CASE: Appeal of termination of employment

FINDINGS: (Use additional pages if necessary.)

Since there is no state law or policy adopted by the Ports Authority on reduction in force, the Committee votes to uphold the Ports Authority.

RECOMMENDATION:

Signatures of Committee Members:  
 For the motion:

1 Margaret A. Taylor  
 2 Grady Ridley  
 3 Robert H. Anderson

Signature Robert H. Anderson  
 COMMITTEE CHAIRMAN

Against the motion:  
 5 James P. Knight  
 1 William H. Baker  
 2 William J. Brown

Date May 31, 1974

ACTION BY BUDGET AND CONTROL BOARD

DECISION: (Use reverse side or additional pages if necessary.)

COMMENTS:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 BUDGET AND CONTROL BOARD

## EMPLOYEE GRIEVANCE APPLICATION FORM

(THIS FORM TO BE COMPLETED BY THE EMPLOYEE INITIATING THE APPEAL)

Employee's Name James E. Dudley

1. Have you been a permanent employee for at least six (6) months? yes
2. Have you complied fully with the grievance policies and procedures within your agency? yes
3. Have you received a final decision from your agency? yes

(IF YOUR ANSWER IS "YES" TO THE THREE QUESTIONS ABOVE AND YOU WISH TO APPEAL THE DECISION OF YOUR AGENCY TO THE SOUTH CAROLINA STATE EMPLOYEE GRIEVANCE COMMITTEE, YOU MAY DO SO BY COMPLETING THIS FORM.)

APPELLANT'S NAME: James E. Dudley

JOB CLASSIFICATION: supervisor

AGENCY: South Carolina State Ports Authority

HOME ADDRESS: 1903 Beach, Winston-Salem, N. C. 27103

TELEPHONE: 919-748-1893

## GRIEVANCE

## STATEMENT OF FACTS INVOLVED:

(Be as specific as possible as to names, dates and location. Continue on additional page or pages if necessary.)

From attached sheet

RELIEF SOUGHT: Reinstatement and/or back pay to present for the following reasons

- 1) My termination was retaliation for my complaints to officials about management of the public facility;
- 2) My termination was allegedly based on performance, without consulting the people I worked for
- 3) I was offered a more responsible position by Mr. Elmore, but then I was terminated without even being offered a chance to accept a demotion

Original (white) returned to State Personnel Division  
Copy (blue) retained by Employee-Complainant



Statement of Facts Involved:

In May or June, 1973, the Ports Authority decided to reduce its employee force at the terminals. Each Terminal Manager made the decision in selecting persons at his terminal for termination. E. J. Rowland, manager at the North Area Terminal where I worked, discussed the termination with only one superintendent, not with Carl Combos and Charles Elmore, Jr., under whom I worked. Rowland based his decision to terminate me partly on my allegedly mediocre performance and partly on my relatively junior status. About two months before, however, I had complained to Rowland's superiors about his management of the terminal, and he knew of these complaints and told a meeting of supervisors that he would be here long after any of us.

A number of persons were offered demotions to "cargo specialist" in lieu of termination; I was not. Just two months before I was terminated I had been offered a more responsible supervisory position, which I had declined for health reasons.

I was terminated on or about June 21, 1973.



SOUTH CAROLINA STATE PORTS AUTHORITY

P.O. BOX 817 CHARLESTON, SOUTH CAROLINA 29402  
TELEPHONE 803/723-8651

May 10, 1974

RECEIVED  
MAY 13 1974

S. C. STATE  
PERSONNEL DIVISION

Mr. Jack S. Mullins  
State Personnel Director  
1205 Pendleton Street  
Columbia, South Carolina 29201

Re: Mr. James E. Dudley

Dear Mr. Mullins:

Enclosed are copies of all the materials relating to the grievance of Mr. James E. Dudley. If you require any additional information, let me know and I will be happy to supply it.

Very truly yours,

Robert A. Loy  
Manager - Employee Relations

RAL:rsh

Enclosures



SOUTH CAROLINA STATE PORTS AUTHORITY

P.O. BOX 817 CHARLESTON, SOUTH CAROLINA 29402  
TELEPHONE 803/723-8651

June 22, 1973

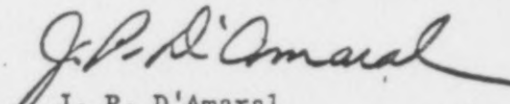
Mr. James E. Dudley  
1412 River Front Dr. Apt. D  
Charleston, S. C. 29407

Dear Mr. Dudley,

As you know, our business has suffered a definite decline in the last several months. With less work to do, we can not maintain our present work force. Therefore, it is necessary to terminate a number of employees due to "a lack of work."

For this reason, you will be formally terminated on June 26, 1973, and this will be your last working day. In order to assist you with your relocation, the Ports Authority will pay you for the work ending July 3, 1973. In addition, if you have earned annual leave, you will be paid for it. Contribution to the Retirement System will be returned to you, but you must contact the personnel department and fill out the necessary forms to have this money returned.

Very truly yours,

  
J. P. D'Amaral  
Director of Operations

JPD:rah





SOUTH CAROLINA STATE PORTS AUTHORITY

P.O. BOX 817 CHARLESTON, SOUTH CAROLINA 29402  
TELEPHONE 803/723-8651

June 22, 1973

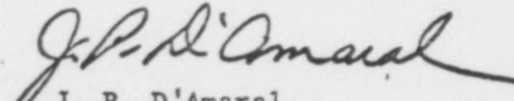
Mr. James E. Dudley  
1412 River Front Dr. Apt. D  
Charleston, S. C. 29407

Dear Mr. Dudley,

As you know, our business has suffered a definite decline in the last several months. With less work to do, we can not maintain our present work force. Therefore, it is necessary to terminate a number of employees due to "a lack of work."

For this reason, you will be formally terminated on June 26, 1973, and this will be your last working day. In order to assist you with your relocation, the Ports Authority will pay you for the work ending July 3, 1973. In addition, if you have earned annual leave, you will be paid for it. Contribution to the Retirement System will be returned to you, but you must contact the personnel department and fill out the necessary forms to have this money returned.

Very truly yours,

  
J. P. D'Amaral  
Director of Operations

JPD:rah

EPSTEIN & McCLAIN  
ATTORNEYS AT LAW  
4 GILLON STREET  
CHARLESTON, SOUTH CAROLINA 29401

803-722-8805  
803-723-2616

FRANK EPSTEIN  
RAY P. McCLAIN

OF COUNSEL:  
BERNARD R. FIELDING  
CHARLES B. BRYAN, JR.

August 21, 1973

Personnel Department  
S. C. Ports Authority  
176 Concord  
Charleston, South Carolina

Re: James E. Dudley

Gentlemen:

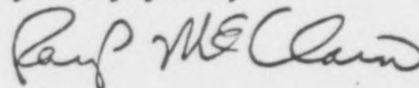
This letter is to request immediate reinstatement of the above employee in the supervisory position from which he was wrongfully terminated or dismissed on or about June 26, 1973.

Although not admitting that Mr. Dudley was properly terminated without a prior hearing, we request that he be granted now a hearing pursuant to the requirements of Constitutional due process and/or the agency grievance procedure established under Section 1-49.12 of the South Carolina Code of Laws, 1962, as amended. The provisions of the grievance procedure, if any, established by your agency were not provided to Mr. Dudley at the time of his termination of employment.

We contemplate that at any hearing, Mr. Dudley should be provided the right to be represented by counsel, the right to present witnesses, and the right to cross-examine witnesses against him. The hearing tribunal should also be impartial, and Mr. Dudley should be provided a statement of the reasons for any decision.

Hoping to hear from you in the near future regarding this matter,  
I am

Very truly yours,



Ray P. McClain  
Attorney at Law

RPM/bb

cc: James E. Dudley

August 29, 1973

Mr. Ray P. McClain  
Attorneys at Law  
Epstein & McClain  
4 Gillon Street  
Charleston, S. C. 29401

Dear Mr. McClain:

I am writing in reply to your letter of August 21, 1973 which concerns Mr. James Dudley.

Mr. Dudley was terminated as an employee of the South Carolina State Ports Authority on June 26, 1973. The reason for this termination was "a lack of work." The right of management to control the size and composition of its work force, to increase or decrease the work force in line with the demands placed upon them are universally accepted. Denial of these rights limits the flexibility required to properly manage a company, business, or State Agency.

The Ports Authority has a grievance procedure, established January 27, 1972. The provisions of this procedure were open and available to Mr. Dudley had he chosen to pursue that course of action. I met with Mr. Dudley on two (2) occasions and he also met with a member of the Operations Department and no mention of recourse through the grievance procedure was ever suggested. A suggestion that a grievance hearing be held now is not timely. Our procedure allows an employee five (5) days in which to file a grievance.

I am very sorry that I can not comply with your request either for a hearing or for the reinstatement of Mr. Dudley.

If you have questions concerning this matter, I will of course, be happy to discuss them with you at any time.

Very truly yours,

Robert A. Loy  
Manager - Employee Relations

RAL:rh



EPSTEIN & MCCLAIN  
ATTORNEYS AT LAW  
4 GILLON STREET  
CHARLESTON, SOUTH CAROLINA 29401

803-722-3305  
803-728-8616

FRANK EPSTEIN  
RAY P. MCCLAIN

OF COUNSEL:  
BERNARD R. FIELDING  
CHARLES B. BRYAN, JR.

September 4, 1973

Mr. Robert A. Loy  
Employee Relations  
S. C. State Ports Authority  
P. O. Box 817  
Charleston, South Carolina 29402

Re: James Dudley

Dear Mr. Loy:

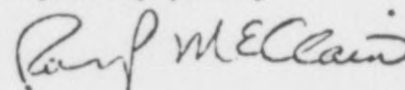
In our telephone conversation of August 28, 1973, you indicated that the grievance procedure might be available to Mr. Dudley if the proper officials would waive the normal time limit on filing a grievance.

Please notify my office by Friday, September 7, 1973, whether the time limit can be waived so that a grievance may be processed. Mr. Dudley states that he was selected for termination because of bias against him by Mr. Roland, and that the selection was rationalized by Mr. Roland in a statement to Mr. Dudley on the basis of an inaccurate performance evaluation. As you indicated in our conversation of August 28, 1973, your office normally represents employees in grievance matters, but you had not thought it appropriate from your information to suggest to Mr. Dudley that a grievance be filed.

If there is anyone that I can contact to expedite a decision to permit processing the grievance, please let me know. If you have not received an answer to the request for waiver of the time limit by September 7, please advise me on that date when an answer to the request can be expected, so that I can expeditiously advise Mr. Dudley whether he can have a grievance hearing, or whether he is restricted to other avenues of legal redress.

Thanking you for your cooperation in this matter, I am

Very truly yours,



Ray P. McClain  
Attorney at Law

RPM/bb

1234

September 6, 1973

C  
O  
P  
Y

Mr. Ray P. McClain  
Attorney at Law  
Epstein & McClain  
44 Gillon Street  
Charleston, S. C. 29401

Dear Mr. McClain:

Thank you for your letter of September 4th concerning Mr. James Dudley.

I have reviewed the circumstances of this case and frankly find no justification to reopen it at this time. Therefore, unless there is some concrete information of which I am unaware, I have to say that Mr. Dudley's opportunity to utilize the grievance procedure has been forfeited.

We certainly try to be fair in our dealing with all employees, however, it is not my responsibility to determine if an employee is unhappy with a management's decision. The employee must decide to file a grievance or not and once this decision is made, then I will assist him in any way that I can.

As I have stated before, I will be happy to discuss this situation with you at any time.

Very truly yours,

Robert A. Loy  
Manager - Employee Relations

• BAL:rh

1235

GRIMBALL & CABANISS  
ATTORNEYS AT LAW  
39 BROAD STREET  
CHARLESTON, S. C. 29402

WILLIAM H. GRIMBALL  
JOSEPH W. CABANISS  
WILLIAM H. VAUGHAN, JR.  
EDWARD P. GUERARD, JR.

POST OFFICE BOX 816  
TELEPHONE 723-6421  
AREA CODE 803

October 29, 1973

Mr. Ray P. McClain  
Epstein & McClain  
Attorneys at Law  
4 Gillon Street  
Charleston, South Carolina 29401

Re: James E. Dudley, former SCSPA Employee

Dear Ray:

This will confirm our conversations concerning  
Mr. Dudley.

The State Ports Authority is willing to waive  
the technical rules and permit an administrative review  
of the termination of the employment of James E. Dudley,  
even though he did not apply for review within the speci-  
fied time. We will proceed to schedule a hearing within  
the next few days and notify you promptly as soon as it  
has been scheduled.

Yours very truly,

William H. Vaughan, Jr.

WHVjr/lb

cc: Mr. Luther Rosebrock



EPSTEIN & McCLAIN  
ATTORNEYS AT LAW  
4 GILLON STREET  
CHARLESTON, SOUTH CAROLINA 29401

803-722-3305  
803-723-3616

FRANK EPSTEIN  
RAY F. McCLAIN

OF COUNSEL  
BERNARD R. FIELDING  
CHARLES B. BRYAN, JR.

December 13, 1973

William Vaughn, Esq.  
Grimball & Cabaniss  
39 Broad Street  
Charleston, South Carolina 29401

Re: James Dudley  
Termination of employment,  
State Ports Authority

Dear Bill:

With regard to the hearing set for December 20, 1973, concerning his termination of employment from the State Ports Authority, I wish to make the following requests:

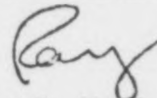
1. That, prior to the hearing, we be provided in writing the reason for Mr. Dudley's termination;
2. That the hearing be conducted by a hearing officer who is impartial, particularly in the sense that he has not previously participated in or discussed Mr. Dudley's termination;
3. That, prior to the hearing, we be permitted to examine the evaluation report of Mr. Dudley submitted earlier this year by his superiors, and all documents that the Ports Authority intends to introduce to sustain the termination of Mr. Dudley;
4. That, if Mr. Dudley's record is to be compared with other employees as part of the Ports Authority's case, then the personnel records of all employees at the same grade as Mr. Dudley who were retained or reinstated be available for inspection prior to the hearing and at the hearing;
5. We also request that the Ports Authority make available for the hearing at least one employee who is knowledgeable about the method used for obtaining comparative evaluations of employees in Mr. Dudley's grade and

Mr. Vaughn  
Page 2  
December 13, 1973

position. If there are other employees we wish to have available, I will notify you as soon as possible.

Thanking you for your cooperation in this matter, I am

Very truly yours,



Ray P. McClain  
Attorney at Law

RPM/bb

WILLIAM H. GRIMBALL  
JOSEPH W. CABANISS  
WILLIAM H. VAUGHAN, JR.  
EDWARD P. GUERARD, JR.

GRIMBALL & CABANISS  
ATTORNEYS AT LAW  
39 BROAD STREET  
CHARLESTON, S. C. 29402

POST OFFICE BOX 816  
TELEPHONE 723-6421  
AREA CODE 803

December 18, 1973

Mr. Ray P. McClain  
Epstein & McClain  
Attorneys at Law  
4 Gillon Street  
Charleston, South Carolina 29401

Re: James E. Dudley, former SCSPA Employee

Dear Ray:

This is in response to your letter of December 13, 1973. The hearing is scheduled as indicated in your letter and will be in my office at 3:00 p.m. The hearing will be held in accordance with the grievance procedure of the State Ports Authority, a copy of which is enclosed.

They do not ordinarily make a transcript of the hearing, but simply dictate a summary of the evidence and the position of the parties at the end of the hearing. If this is satisfactory, please let me know. Otherwise, we will employ a stenographer and take a verbatim transcript.

Now I will undertake to answer each of your specific requests. The reason for Mr. Dudley's termination is as Mr. Loy previously advised you in writing, a reduction in force.

The hearing will be conducted by Mr. Joseph D'Amaral or someone he designates. Mr. D'Amaral is the division manager and is the appropriate one for hearing in Step III as specified in Article I of the Grievance procedure.

I enclose the performance review which was made of your client in April, 1973. This is the only performance review that was made of Mr. Dudley while he was employed by the State Ports Authority. The State Ports Authority does not intend to introduce any other documentary evidence with the possible exception of the memorandum or directive by which this reduction of force



Mr. Ray P. McClain  
Re: James E. Dudley  
December 18, 1973  
Page Two

was made. We are not at this time sure whether there was a written directive or whether it was a verbal directive from the executive director. If it was such a written directive, this will be produced and we will make it available to you prior to the hearing.

The Ports Authority does not plan to compare Mr. Dudley with other employees because this was not a punitive discharge. The Ports Authority considered some fifty (50) supervisors for termination. These records are somewhat bulky but you are welcome to examine them or any of them that might seem to be appropriate. I presume that you would only be interested in those of the more junior inexperienced ones which would naturally be given the greatest consideration on a termination for reduction in force.

The Ports Authority will have Mr. Loy available to testify. He has comprehensive knowledge about the method used in obtaining comparative evaluation of employees.

With best regards,

Yours very truly,

William H. Vaughan, Jr.

WHTVj/rhh  
Encls.  
cc:  
Mr. Robert A. Loy  
Manager - Employee Relations  
South Carolina State Ports Authority  
Post Office Box 817  
Charleston, South Carolina 29402

P. S. This will confirm our telephone conversation of this date to the effect that the Hearing has been postponed until Friday, January 4, 1974 at the same time and place

WILLIAM H. GRIMBALL  
JOSEPH W. CABANISS  
WILLIAM H. VAUGHAN, JR.  
EDWARD P. GUERARD, JR.

GRIMBALL & CABANISS  
ATTORNEYS AT LAW  
39 BROAD STREET  
CHARLESTON, S. C. 29402

POST OFFICE BOX 816  
TELEPHONE 723-6421  
AREA CODE 803

January 9, 1974

Mr. Joseph Van Pelt  
Manager of Terminal Operations  
South Carolina State Ports Authority  
Post Office Box 817  
Charleston, South Carolina 29402

Re: James E. Dudley, former South Carolina State  
Ports Authority employee

Dear Joe:

I enclose my Memorandum of the hearing on January 4, 1974. I am sending a copy of it to Ray McClain so that he may suggest any additions or corrections which he feels appropriate.

Yours very truly,

*Bill*  
William H. Vaughan, Jr.

WHVjr/rhh  
Encls.  
cc:  
Mr. Ray McClain  
Epstein & McClain  
Attorneys at Law  
4 Gillon Street  
Charleston, South Carolina 29401

Mr. Robert A. Loy  
Manager of Employee Relations  
South Carolina State Ports Authority  
Post Office Box 817  
Charleston, South Carolina 29402

MEMORANDUM  
FROM MR. WILLIAM H. VAUGHAN, JR. TO MR. JOSEPH VAN PELT

THE FOLLOWING IS MY SUMMARY OF WHAT TRANSPIRED AT THE HEARING ON THE GRIEVANCES OF JAMES E. DUDLEY:

A hearing was held at 39 Broad Street in Charleston, South Carolina on January 4, 1974 into the grievances of Mr. James E. Dudley with respect to the termination of his employment with the South Carolina State Ports Authority. This hearing was held under the South Carolina State Ports Authority Grievance Procedure. Mr. Joseph Van Pelt appeared as the hearing officer representing Mr. Joseph D'Amaral who was the division manager over Mr. Dudley. Although this grievance was not submitted within the required period, the State Ports Authority agreed, under the circumstances, to overlook such failure and to proceed with the hearing as though there had been a timely request. It was also agreed that this grievance would go directly to Step III of the Grievance Procedure.

Mr. Ray McClain appeared as the attorney of record on behalf of Mr. Dudley. His opening statement set forth the grievance in four basic grounds:

(1) The decision was made by Mr. E. J. Rowland, the terminal manager, against whom Mr. Dudley had made certain complaints to higher officials prior to this termination.

(2) The decision was made on the basis of a performance evaluation which was also made by Mr. Rowland, who had no personal knowledge of Mr. Dudley's performance.

(3) Dudley challenges the need for reduction in force, and contends that shortly after his termination other persons performing the same functions were doing overtime and suggested that maybe some additional people were hired to perform the same services.

(4) Shortly before this termination, Dudley's superintendent, a Mr. Combos offered Dudley the option of



being a night supervisor which, although at the same pay rate, would have been a position of greater responsibility.

Mr. Dudley stated that several months prior to his termination, he had made certain complaints about terminal manager Rowland and that Rowland had been aware of these complaints. When Dudley first became a supervisor the Executive Director advised the new supervisors that they would have more responsibility and equal footing with even the senior supervisors. Dudley asserted that nothing actually changed after this. He asserted that seniority still prevailed. He also asserted that some of the more senior supervisors did very little work and the junior supervisors were, on occasions, overworked. On one occasion Dudley called Mr. Van Pelt concerning his grievances or complaints with the general operation of the terminal under Rowland. Van Pelt came out to the terminal to investigate the complaints on the same day that Dudley called.

Dudley said that when Rowland announced to him that he was being terminated, Rowland explained that the termination was because of the evaluation and because of his poor attendance record. Dudley asserted that Mr. Combos would verify that he had been performing in a satisfactory manner. Dudley explained that his absences were caused by a bladder operation, which kept him out for some two weeks and caused him to use up some of his leave, and a back injury which caused him to be out for some six weeks. This back injury was an on-the-job injury for which he has a claim for workmen's compensation pending. Dudley conceded that he was one of the junior men on the job. He also conceded that he had no previous work experience in this line. Dudley asserted that it wasn't necessary to terminate him; he could have reverted to a cargo specialist. Prior to his elevation to supervisor, he had been a checker. The checker position had been abolished, but the cargo specialists were doing some of the same work.

Mr. Robert Loy of the Ports Authority testified concerning the selection of Dudley to be terminated. He said that the Executive Director of the Ports Authority had determined that a certain number of Ports Authority personnel should be terminated. Some supervisors had to be terminated. The individuals selected for termination were selected at a meeting in which the director of operations, the manager of employee relations, the manager of terminal operations, the terminal managers, and many of the superintendents were in attendance. He said that those who were considered for termination were generally the junior or the more recently employed people within each particular grade. Certain individuals were selected because of their disciplinary record or poor performance, but that Dudley was not in this category. Each terminal manager made recommendations as to the terminations for his particular terminal with the advice of his superintendents. The evaluation sheets (performance reviews) were not discussed. When Dudley was discussed, there was no mention of any poor performance or of any disciplinary problem. Also there was no mention or suggestion of the complaints which he had made against Rowland. As best as Loy could remember the only matters which were discussed as to Dudley were: that he was one of the two more junior in his position at that terminal, that he had missed a good deal of time since he had become a supervisor and since he had been at that terminal, and that his previous work experience did not give him any special qualifications. The only person who was retained who was junior to him in that grade at that terminal was a man who had had considerable previous direct work experience at the Navy Yard. Loy said that Dudley was not singled out as a trouble maker. The basic decision as to who was to be terminated was made by the Director of Operations, Mr. Joseph D'Amaral. In each case, he took the recommendations of the terminal managers, although he



motivated. Dudley asked to be reinstated and that he be given back pay for the period in which he was out of work. He feels that the delay in the hearing was caused by the Authority's failure to properly advise him as to his rights under the grievance procedure. Loy confirmed that there was no discussion of the grievance procedure when he discussed this termination with Dudley some time after the termination.

The employee in this case, through his attorney, wishes to look at the records of some of the other people who were considered for termination. He will make this examination of the records at the Ports Authority early next week. It was agreed that the three days within which the division manager is to respond to the grievance would begin with Wednesday of that week so that the response would be due on January 14, 1974.

---

WILLIAM H. VAUGHAN, JR.

January 4, 1974



January 14, 1974

C  
O  
P  
Y

Mr. Ray P. McClain  
Epstein & McClain  
Attorneys at Law  
4 Gillon Street  
Charleston, S. C. 29401

Dear Mr. McClain:

Enclosed is my decision on the grievance of Mr. James E. Dudley, which was presented at a hearing at 39 Broad Street, Charleston, South Carolina, on January 4, 1974.

Very truly yours,

Joe Van Pelt  
Manager - Terminal Operations

JVP:rh

cc: Mr. R. A. Loy  
Mr. William Vaughan

1246

Decision on the grievance filed by Mr. James E. Dudley at the hearing held at 39 Broad Street, Charleston, South Carolina, January 4, 1974.

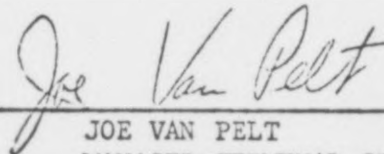
This hearing was held to allow Mr. James E. Dudley and his attorney, Mr. Ray McClain to present his grievance in accordance with the established grievance procedure of the South Carolina State Ports Authority. The hearing was conducted at Step III of the Procedure.

Mr. Dudley's statement set forth his grievance on four basic grounds as stated in Mr. William H. Vaughan's memorandum of the meeting. A copy of this memorandum has gone to all parties concerned.

After due consideration of the facts presented at this hearing, the grievance is denied.

I conclude that Mr. Dudley's termination was a reasonable decision by the Authority's Management complying with the directives ordering the reduction in force.

The facts and statements put forth by Mr. James E. Dudley at the hearing fail to show discrimination or personal malice was a contributing factor to his termination.

  
\_\_\_\_\_  
JOE VAN PELT  
MANAGER-TERMINAL OPERATIONS

EPSTEIN & MCCLAIN  
ATTORNEYS AT LAW  
4 GILLON STREET  
CHARLESTON, SOUTH CAROLINA 29401

803-722-3305  
803-723-3618

FRANK EPSTEIN  
RAY P. MCCLAIN

OF COUNSEL:  
BERNARD R. FIELDING  
CHARLES B. BRYAN, JR.

January 18, 1974

General Manager  
South Carolina State Ports Authority  
Charleston, South Carolina

Re: Grievance of James E. Dudley

Dear Sir:

Pursuant to the Ports Authority grievance procedure, I am hereby submitting a Step IV grievance appeal on behalf of the above-named, a former employee of the Ports Authority.

The grounds of the grievance are set forth on the first two pages of the Memorandum of the proceedings at the grievance hearing of January 4, 1974. The decision to terminate Mr. Dudley was essentially made by Mr. Rowland, the subject of Mr. Dudley's complaints, which violated his First and Fourteenth Amendment rights.

Mr. Dudley is not presently in town, and I have been coordinating hearing times with Mr. William Vaughn, attorney for the Ports Authority, and I will be happy to do that for the Step IV hearing or conference in this matter.

Very truly yours,

*/s/ Ray P. McClain*

Ray P. McClain  
Attorney at Law

RPM/bb

Enclosures

CC: William H. Vaughn, Jr., Esq.



January 23, 1974

C  
O  
P  
Y

Mr. Ray P. McClain  
Epstein & McClain  
Attorneys at Law  
4 Gillon Street  
Charleston, S. C. 29401

Re: Mr. James E. Dudley

Dear Mr. McClain:

This is to acknowledge your letter of January 13, 1974. Your request to proceed to Step IV of the Grievance Procedure is hereby acknowledged.

Step IV of the Grievance Procedure involves Mr. Don Welch, the Executive Director of the Ports Authority. Mr. Welch has a very busy schedule and as soon as a possible date for the Grievance meeting can be determined, I will contact you to see if the date is convenient for you and your client.

Very truly yours,

G. L. Rosebrock  
Director of Administration & Finance

GLR:rsh

GRIMBALL & CABANISS  
ATTORNEYS AT LAW  
39 BROAD STREET  
CHARLESTON, S. C. 29402

*Mr. Lay*

WILLIAM H. GRIMBALL  
JOSEPH W. CABANISS  
WILLIAM H. VAUGHAN, JR.  
EDWARD P. GUERARD, JR.

POST OFFICE BOX 816  
TELEPHONE 723-6421  
AREA CODE 803

February 20, 1974

Mr. Ray P. McClain  
Epstein & McClain  
Attorneys at Law  
4 Gillon Street  
Charleston, South Carolina 29401

Re: James E. Dudley, former SCSA Employee

Dear Ray:

I received your telephone message to the effect that your client was unable to attend the hearing which had been scheduled for Friday, February 22, 1974, and requests that the hearing be postponed until March 1, 1974.

I checked, and we were able to reschedule this hearing for March 1, 1974. The hearing now will be held in the office of the Executive Director of the State Ports Authority at 10:00 on the morning of March 1, 1974.

Please let me know right away if, for any reason, this turns out to be unsatisfactory to your client..

Yours very truly,

William H. Vaughan, Jr.

WHVjr/rhh

cc:

Mr. G. Luther Rosebrock  
Director of Administration and Finance  
South Carolina State Ports Authority  
Post Office Box 817  
Charleston, South Carolina 29402

1250

DECISION OF EXECUTIVE DIRECTOR

STEP IV - GRIEVANCE PROCEDURE

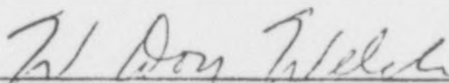
On March 12, 1974, I met with James E. Dudley and his attorney to discuss his grievance. I reviewed the Memorandum of the testimony presented at the Step Three Hearing. At his request, I also interviewed E. J. Rowland, Carl Combos, Robert Loy, and Charles Elmore, Jr. Both Mr. Dudley's attorney and the Authority's attorney questioned Dudley and each of the witnesses.

I concur with the decision at Step Three. I conclude that the termination of this employee was a reasonable management decision. Mr. Dudley concedes that the situation called for some reduction in force. He also concedes that he was one of the most junior and inexperienced of the supervisors. Dudley had worked for the Ports Authority for less than a year, had missed considerable amount of this time because of illness, and his previous work experience was in another field. Considering all of the factors, I cannot say that the decision to select him for this reduction in force was unreasonable.

Dudley contended that Roland singled him out for reduction because Dudley had previously complained to the manager of terminal operations about some of Roland's policies. While Dudley made such complaint, I found no evidence to support his claim that this caused or contributed to the cause of his termination.

I regret very much that the Authority had to terminate Dudley and the others. I wish him well.

251

  
EXECUTIVE DIRECTOR, SOUTH CAROLINA  
STATE PORTS AUTHORITY



March 25, 1974

Employee Relations  
Edgar Brown Building, 3d Floor  
1205 Pendleton Street  
Columbia, South Carolina 29201

Attention Mr. Al Ray

Re: Grievance of James E. Dudley  
Termination of employment at  
S. C. Ports Authority

Dear Sir:

Enclosed is a copy of the Step IV decision by Mr. Don Welch on the above grievance. Also enclosed is a copy of a memorandum of proceedings at Step III in this grievance, in which the grounds for the grievance were summarized on page 1.

Please advise me when and where a hearing can be held by the State committee, and what provisions are available for the attendance of witnesses.

Very truly yours,

Ray P. McClain  
Attorney at Law

RFM/bb

Enclosure

cc: William H. Vaughn, Jr., Esq.

GRIMBALL & CABANISS  
ATTORNEYS AT LAW  
39 BROAD STREET  
CHARLESTON, S. C. 29402

WILLIAM H. GRIMBALL  
JOSEPH W. CABANISS  
WILLIAM H. VAUGHAN, JR.  
EDWARD P. GUERARD, JR.

POST OFFICE BOX 816  
TELEPHONE 723-6421  
AREA CODE 803

March 26, 1974

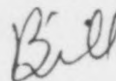
Mr. G. Luther Rosebrock  
Director of Administration and Finance  
South Carolina State Ports Authority  
P. O. Box 817  
Charleston, S. C. 29402

Re: James E. Dudley, former  
SCSPA employee

Dear Luther:

I received a copy of letter from Attorney Ray P. McClain indicating that he was appealing the decision to the Employees Relations Group in Columbia. He wrote Mr. Al Ray of the Employees Relations on March 25, 1974 asking for a hearing.

Yours very truly,



William H. Vaughan, Jr.

WHV,Jr:wrh

cc: Mr. R. A. Loy  
S. C. State Ports Authority  
Manager Employees Relations



SOUTH CAROLINA STATE PORTS AUTHORITY  
P. O. BOX 817  
CHARLESTON, SOUTH CAROLINA



*Will be in 8-16-72 to start*

REQUEST FOR EMPLOYMENT

Aug 11, 1972  
DATE

NAME Dudley Edward James  
(LAST) (MIDDLE OR MAIDEN) (FIRST)

ADDRESS 22 Pitt St.  
(STREET OR BOX AND ROUTE)

Charleston S. C. 29401  
(CITY) (STATE)

TELEPHONE 577-2555  
(HOME)

(BUSINESS)

MALE ☒

SOCIAL SECURITY NO. 266-50-3976

FEMALE ☐

1254



# 1. GENERAL INFORMATION

BIRTH DATE (MO., DAY & YEAR) <b>MAY 19, 1938</b>		MARITAL STATUS: (CHECK ONE) SINGLE <input checked="" type="checkbox"/> MARRIED <input type="checkbox"/> DIVORCED <input type="checkbox"/> SEPARATED <input type="checkbox"/> WIDOWED <input type="checkbox"/>		
HOW LONG IN THIS STATE? <b>8 mos.</b>	WEIGHT: <b>165</b>	HEIGHT: <b>6'</b>	COLOR OF HAIR: <b>BROWN</b>	COLOR OF EYES: <b>BROWN</b>
ARE YOU A CITIZEN OF THE UNITED STATES YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	PLACE OF BIRTH: <b>Jasper, Ark.</b>	DO YOU OWN AN AUTOMOBILE? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> DO YOU OWN YOUR HOME? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
NUMBER AND NAME OF DEPENDENTS. NO. <b>1</b>	NAME _____ RELATIONSHIP _____ NAME _____ RELATIONSHIP _____ NAME _____ RELATIONSHIP _____			
WERE YOU EVER ARRESTED? (EXCLUDE MINOR TRAFFIC VIOLATIONS) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	IF YES, EXPLAIN:			
RELATIVES OR FRIENDS EMPLOYED WITH THIS COMPANY. <b>NONE</b>	NAME _____ RELATIONSHIP _____ NAME _____ RELATIONSHIP _____ NAME _____ RELATIONSHIP _____			
IN CASE OF EMERGENCY PLEASE NOTIFY:	NAME <b>Freeda Denton</b> RELATIONSHIP <b>Mother</b> ADDRESS <b>730 Grove Park Blvd Jacksonville, Fla</b> TELEPHONE <b>904 724-8054e</b>			

## 2. PHYSICAL CONDITION

DO YOU HAVE ANY DISEASE, DEFECT, OR DISABILITY? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	HAVE YOU EVER FAILED A PHYSICAL EXAMINATION? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	HAVE YOU EVER BEEN TREATED FOR A MENTAL OR EMOTIONAL CONDITION? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
--	---	--

IF (YES) IS MARKED ABOVE, EXPLAIN BRIEFLY:

HAVE YOU EVER RECEIVED COMPENSATION FOR INJURIES? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	IF SO, WHEN? _____ WHERE? _____	NATURE OF INJURY: _____
---	---------------------------------	-------------------------

## 3. MILITARY HISTORY

BRANCH OF SERVICE: <b>US Army</b>	HIGHEST RANK OR RATE <b>SP4 E4</b>	LENGTH OF SERVICE: FROM <b>Feb 59</b> TO <b>Apr 62</b>	TYPE OF DISCHARGE <b>HONORABLE</b> PRESENT STATUS: <b>COMPLETE</b>
--------------------------------------	---------------------------------------	---	---

WHY HAVE YOU APPLIED FOR A POSITION WITH THIS COMPANY? **I WANT TO CHANGE CAREER Fields. AND SEEK THE ADVANCEMENT THAT STATE EMPLOYMENT OFFERS**

NAME SPECIAL SKILLS AND QUALIFICATIONS:

**Signal Corps Supply Clerk AND Personnel Specialist**

CHECK TYPE OF WORK DESIRED:

DOCK WORK ☒ MAINTENANCE ☐ CLERICAL ☒ SECURITY ☒ OTHER ☐

EXPLAIN WHY YOU FEEL THAT YOU ARE QUALIFIED FOR THIS WORK. **I'm good working With detail, RESPONSIBLE AND RELIABLE, HONEST, LEARN FAST.**

WHAT IS THE EARLIEST DATE THAT YOU WILL BE AVAILABLE?

**Aug 14, 1972**

WHAT IS THE LOWEST STARTING SALARY THAT YOU WILL ACCEPT?

**OPEN**

**1255**

## 4. EXPERIENCE RECORD

DATES & SALARY	EMPLOYER	TITLE AND DESCRIPTION OF DUTIES	REASON FOR LEAVING
FROM JAN 72 TO July 72 SALARY 150 PER WK	WCB D-TV-2	TU Director	Resigned
FROM _____ TO _____ SALARY _____ PER _____	SEE Resume		
FROM _____ TO _____ SALARY _____ PER _____			
FROM _____ TO _____ SALARY _____ PER _____			
FROM _____ TO _____ SALARY _____ PER _____			
FROM _____ TO _____ SALARY _____ PER _____			
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FROM _____ TO _____ SALARY _____ PER _____			
FROM _____ TO _____ SALARY _____ PER _____			
FROM _____ TO _____ SALARY _____ PER _____			

5. EDUCATION									
SCHOOL (CIRCLE HIGHEST GRADE COMPLETED)					NAME AND LOCATION OF SCHOOL		DATE LEFT SCHOOL	DID YOU GRADUATE	DEGREE & MAJOR
GRAMMAR 1 2 3 4 5 6 7 8					ANNIE R. MOREAN, JAX, FLA		1951		
					JOHN CORRIE JR HI		1954		
HIGH 9 10 11 12					PAXON SR High JACKSONVILLE, FLA		1957	Yes	
COLLEGE OR UNIVERSITY 1 2 3 4					BOLLINS College, WINTER PARK, FLA		1958		
					JACKSONVILLE UNIVERSITY, JAX, FLA		1959		
POST GRADUATE 1 2 3 4					PASADENA Playhouse College of Theatre Arts PASADENA, Calif		1964	Yes	Televisior

STATE ANY OTHER SCHOOL COURSES OR TRAINING WHICH QUALIFY  
YOU FOR THE POSITION FOR WHICH YOU ARE APPLYING.

CHARACTER REFERENCES (DO NOT GIVE NAMES OF RELATIVES OR FORMER EMPLOYERS)

NAME	ADDRESS	TELEPHONE
1. MR. RAY EVANS	22 Pitt St. Charleston, SC.	577-2555
2. William Nichols	21 Pitt St. Charleston, SC.	723-2261
3. Robert Andrew	1127 HACIENDA PL. Los Angeles, Calif	

I CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS ACCURATE AND SUBJECT TO CHECK. I UNDERSTAND THAT ANY MISLEADING  
OR INCORRECT STATEMENTS MAY RENDER THE APPLICATION VOID AND WOULD BE CAUSE FOR IMMEDIATE DISMISSAL IN THE EVENT OF  
EMPLOYMENT.

SIGNED

*James E. Dudley*

DO NOT WRITE BELOW THIS LINE

EMPLOYEE NUMBER _____	JOB CLASSIFICATION _____	DEPT. 18	RATE _____
STARTING DATE _____	INTERVIEWED BY <i>Paw</i>	DATE 8/11/72	

COMMENTS \_\_\_\_\_ QUALIFIED \_\_\_\_\_ JOB CLASSIFICATION \_\_\_\_\_

APPLICATION 72-8-  
NUMBER

NAME *William E. Dudley* 252



5. EDUCATION												
SCHOOL (CIRCLE HIGHEST GRADE COMPLETED)				NAME AND LOCATION OF SCHOOL				DATE LEFT SCHOOL	DID YOU GRADUATE	DEGREE & MAJOR		
GRAMMAR	1	2	3	4	5	6	7	8	ANNIE R. MOREAN, JAX, FLA	1951		
									JOHN GARRIE JR HI	1954		
HIGH		9	10	11	12				PAXON SR. High JACKSONVILLE, FLA	1957	Yes	
COLLEGE OR UNIVERSITY		1	2	3	4				BOLLINS College, WINTER PARK, FLA	1958		
									JACKSONVILLE UNIVERSITY, JAX, FLA	1959		
POST GRADUATE		1	2	3	4				PASADENA Playhouse College of Theatre Arts PASADENA, Calif	1964	Yes	Television

STATE ANY OTHER SCHOOL COURSES OR TRAINING WHICH QUALIFY YOU FOR THE POSITION FOR WHICH YOU ARE APPLYING.

CHARACTER REFERENCES (DO NOT GIVE NAMES OF RELATIVES OR FORMER EMPLOYERS)

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1. MR. RAY EVANS	22 Pitt St. Charleston, SC.	577-2555
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SIGNED

James E. Dudley

DO NOT WRITE BELOW THIS LINE

EMPLOYEE NUMBER _____	JOB CLASSIFICATION _____	DEPT. 18	RATE _____
STARTING DATE _____	INTERVIEWED BY Paul	DATE 8/11/72	

COMMENTS _____	QUALIFIED _____	JOB CLASSIFICATION _____
APPLICATION 72-8-8	NUMBER _____	NAME 18 257

## RESUME

James E. Dudley  
22 Pitt Street  
Charleston, S. C. 29401

Phone: 803-577-2555

Height: 6 ft.  
Weight: 170 lbs.  
Eyes: Brown  
Hair: Brown  
Age: 34  
Health: Excellent  
Military Service: U. S. Army  
February, 1959 to April, 1962;  
Honorably Discharged

## EMPLOYMENT

January 1972  
to Present

Because of the failing health of both my parents, I returned to the southeast in order to be nearer to them in Jacksonville, Florida. To do this, I had to take a cut in pay and position.

Currently, I am working as a Director for WCBD-TV-2, Charleston, South Carolina. Now having established a base in the southeast, I seek to improve my financial position.

I am looking for a position that will allow me to return to management. In return, I offer creativity, professionalism, hard fast work and company loyalty.

Nov. 1970  
to  
Dec. 1971

Accepted the position of Program Director at KCOY-TV-12, Santa Maria, California. This position entailed the duties of Program Director, Production Manager, Promotion Manager and Public Affairs.

The scope of this position, in many respects, was very much that of Operations. Coming under my supervision were copy, traffic, films, art and studio crews. KCOY-TV is just one of many stations on a cable system that is part of the second largest system in the Nation.

July to Oct.  
1970

National Broadcasting Company, as a Studio Engineer. My list of credits include all the shows that are taped by the network. My two major current assignments are "Laugh-In" and "The Dean Martin Show". I came to California in 1967 to work for NBC. Since that time, I have had three lay-offs and been recalled four times. I expected another lay-off in October. I did not plan to wait for another. I need year round permanent security and this N.B.C. did not give me. During my time at NBC I ran camera, boom audio, crane and crab dolly.



EMPLOYMENT (Continued)

March 1968  
to  
July 1969  
During one lay-off period from N.B.C., I worked as Production and Publicity Assistant for Columbia Pictures. My only reason for leaving was Studio lay-off. Sad but true, lay-offs are the one true nature of the industry in California.

Feb. 1966  
to  
July 1967  
Prior to N.B.C., I was with Rust Craft Broadcasting, WJKS-TV-Ch. 17, Jacksonville, Florida. There, I was Senior Director/Producer for 1½ years. I was the Director that put the station on the air. I organized the Film and Production Departments and trained the personnel. This was part of my duties as Assistant to the Operations Manager. The first four months that the station was on the air, I switched and edited everything that went on the air. I designed and built all sets. In addition, I wrote most of the stations continuity and promos, and on many occasions wrote commercial copy. All of this plus my regular weekly shows and scheduling production personnel added to my experience, but not my pay check. I also assisted the Traffic Department with the daily logging.

April 1965  
to  
Feb. 1966  
In April 1965 I went to work for WFTV-Ch. 9, Orlando, Florida. My first position was that of projectionist and cameraman. Within three months I was editing and switching late movies and news. Shortly thereafter I became Floor Manager and Assistant Director. I left to take advantage of the opportunity the WJKS-Ch. 17 offered.

Oct. 1964  
to  
Apr. 1965  
Prior to entering my chosen profession, I was employed by Jordan Marsh of Orlando as a Display Designer. I was there six months awaiting the opportunity to enter broadcasting. Even while at WFTV, I continued to work part time as a Display Designer for Montgomery Ward of Orlando.

Aug. 1962  
to  
June 1964  
Attended the Pasadena Playhouse College of Theatre Arts.

Apr. 1962  
to  
Aug. 1962  
Upon discharge from the Army in April of 1962, I went to work for a friend until school started. As Advertising Manager, I helped to set up and organize California State Theatres.

TRAINING AND EDUCATION

Graduate of the Pasadena Playhouse College of Theatre Arts, accredited by the Western Association of Colleges.



TRAINING AND EDUCATION (Continued)

Scholarship winner and Theatre Arts Major, Rollins College, Winter Park, Florida.

Drama Major, Jacksonville University, Jacksonville, Florida.

Total of six years dance training.

Studied: TV Acting and Directing with West Kenny of N.B.C. Television.

Set design with Robert Pain Grose, U.S.A. of A., Yarmouth Playhouse.

Set Design with Ken Johnson, U.S.A. of A., Pasadena Playhouse and Andy Williams Show, and Rowan and Martin Laugh In.

Costume Design with Joseph Markham, Pasadena Playhouse and N.B.C.

TV and Theatre Lighting with William Young, Woodland Hills Theatre and the Pasadena Playhouse.

PROFESSIONAL AND SEMI-PROFESSIONAL BACKGROUND

UNDER THE SYCANORE TREE with Imogene Coca, King Donovan and Stanley Adams.

Assistant Stage Manager and Costume Design Assistant. Directed by Gene Loring of Hollywood.

ANNIVERSARY WALTZ with Paul Langton (of Peyton Place), Pauline Myers (of the original Broadway Show), Lyle Talbot (of Ozzie and Harriet), and Miss Lurene Tuttle (of Life With Father fame).

Stage Manager. Directed by Pitt Herbut, then Casting Director, Review Studios.

ALL THE WAY HOME with Lynn Berrie; Rain, Vera Mills, Keith Larson; Lord Pingo, Warner Anderson, and many others.

Costume Design Assistant. Mr. Joseph Markham of the Pasadena Playhouse.

O.K.

Costume Design Assistant. Mr. Joseph Markham of the Los Palmus Theatre, Hollywood, California.

Ankara Theatre Workshop, Ankara, Turkey

Director (one year)

SEVENTEEN

Director, Production for Jacksonville Youth Council

PENNY (Musical)

Stage Manager  
Pasadena Shakespeare Club

PROFESSIONAL AND SEMI-PROFESSIONAL BACKGROUND (Continued)

THE BAD SEED	Stage Manager
ANNIVERSARY WALTZ	Stage Manager
GUYS AND DOLLS	Stage Manager
THE LATE GEORGE APLEY	Stage Manager
PENNY	Stage Manager
ISLES REQUE	Director and Author (Set Design)
GAY 90's	Director and Author
LADIES IN RETIREMENT	Director
CAREER	Director
THE VALIANT	Director
THE MONKEY'S PAW	Director
DIAL M FOR MURDER	Assistant Director and Set Design
RIP VAN WINKLE	Make-up Director
AUNTIE MAME	Make-up Director
ABSENCE OF A CELLO	Associate Director

Associate Director for Lurene Tuttle Drama Workshop, Hollywood, California.

I have also appeared in over 50 theatrical productions, both professionally and semi-professionally.

TELEVISION AND RADIO EXPERIENCE

The ferrel show, singer - WMBR- TV

The Jimmy Strickland Show, dancer, WJXT-TV

School News Announcer on Sunday Showcase, WJAX Radio

The Arts, "This is Pantomime", WJCT-TV, ETV

After the Fall; Guinton, KGBV-TV, ETV

Home of the Brave; Mingo, KGBV-TV, ETV

Five Commercials, Winn Dixie Food Stores, Barton Films

Two Commercials, Sea-Bo Wine, Barton Films

NON-EXEMPT

PERFORMANCE REVIEW

James E. Dudley	NAME
North Charleston.	LOCATION



# PERFORMANCE REVIEW FORM—NON-EXEMPT SALARY

JAMES E DUDLEY SUPER

10

Name

Job Title

Dept.

8-17-72

4-73

Date of Hire

Date Started on Job

Date of Review

Performance Rating is a difficult task, and requires thoughtful contemplation in an undisturbed atmosphere.

Consider only one trait at a time. Try to avoid letting your rating of one trait influence your rating on any other trait.

Carefully read the description of each trait. Place a check mark in the block on the scale below the expression which most nearly describes the employee. The intervening blocks are for situations where the individual is "a little more than" the lower rating, but "not quite" properly described by the next higher rating.

REMEMBER, the most important part of performance rating is the subsequent interview with the employee when you discuss your appraisal, elicit response as to the employee's needs and wants, and jointly establish work and improvement goals for the future.

## **EFFORT**

How well does he make use of his time? Consider his physical and mental application to his work; his energy and attentiveness.

Lazy or indifferent; wastes entirely too much time

☐
☐

Wastes considerable time; does "only enough to get by"

☐
☐

Keeps fairly busy

☒
☐

Rarely unoccupied; is energetic and attentive

☐
☐

Constantly applying himself; never seems to have an idle moment

☐

## **JOB KNOWLEDGE**

How well has he acquired the knowledge of all elements comprising his job? Consider not only his knowledge of his own job's fundamentals, but also that of related work; his understanding of "how" and "why" his work is done.

Has complete mastery of job; remarkable understanding of all phases

☐
☐

Thoroughly knows most all phases of job

☐
☐

Is steadily acquiring the knowledge necessary to perform the more intricate job phases

☐
☐

Understands only the simpler or more routine phases of job

☒
☐

Knowledge of job is entirely inadequate

☐

## **ACCURACY**

How accurate is the employee in performing his duties? Consider the number of errors made; the orderliness and thoroughness of work produced.

Exceptionally precise, orderly and thorough

☐
☐

Very seldom makes a mistake

☐
☐

Reasonably accurate

☒
☐

In need of improvement

☐
☐

Inaccurate, careless or slipshod

☐

## **INITIATIVE**

Is he eager and able to attack new problems; advance ideas, improve his work? Consider his self-reliance; aggressiveness; creative thinking.

A routine worker who always waits to be told

☐
☐

Mildly progressive, but lacks certain abilities to go ahead on own

☐
☐

Possesses normal amount of initiative

☐
☒

Usually self-sufficient in his work enterprise

☐
☐

A "self-starter"; enjoys solving difficulties and originating better methods

☐

203

**DEPENDABILITY**

What are your feelings toward him when you are not at hand to give supervision? Consider his reliability in complying with standard procedures on his job; following instructions; conducting self properly.

Requires constant supervision, even on most routine duties

Needs occasional follow-up

Dependable

Is very dependable; needs little supervision

Completely trustworthy; can handle job without supervision

☐ ☐ ☐ ☐ ☒ ☐ ☐ ☐ ☐

**JUDGMENT**

How well does he display "good common sense" in his work? Consider how readily he grasps a situation and draws a correct conclusion, making best use of his experience and the facts at hand.

Displays superior discrimination in analyzing facts and coming up with right answer

Is level-headed; able to draw sound conclusions

Usually displays good common sense

Apt to make hasty conclusions without due regard for consequences

Lacks good common sense; fails to separate "wheat from chaff"

☐ ☐ ☐ ☐ ☐ ☐ ☒ ☐ ☐

**QUANTITY OF WORK**

How much work is he able to produce? Consider not only his regular daily output but also, how promptly he dispatches those extra or "rush" assignments.

Slow, awkward, produces insufficient quantity of work

Pushed to maintain schedule; sometimes needs help from others

Turns out satisfactory amount of work

Keeps well ahead in his work; "on top of his job"

Extremely rapid "never seems to get enough to do"

☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

**ATTITUDE TOWARD ASSOCIATES**

How well does he get along and cooperate with others? Consider his relations with fellow worker; his supervisors; business contacts.

Very well liked and respected; an exceptional force for good morale

A good team worker

average ability to work with others

Frequently uncooperative; a little too critical of others

Tactless; surly or touchy; difficult to work with

☐ ☐ ☐ ☐ ☐ ☒ ☐ ☐ ☐

**ATTITUDE TOWARD WORK**

What interest does he take in his job or line of work? Consider his eagerness to obtain more knowledge about his work; his enthusiasm in tackling difficulties; his pride in a job well done.

Indifferent; seems bored

Mildly interested in some phases of job

Shows normal interest

Eagerness often displayed; has pride in work

Extraordinary interest; wants to learn all about job and any related work

☐ ☐ ☐ ☐ ☒ ☐ ☐ ☐ ☐

**OTHER COMMENTS:****SALARY RECOMMENDATION:**

- ☐ No salary adjustment is indicated at this time.
- ☐ I recommend an annual salary increase of \$....., based upon performance as described above, and within the budget limitations. I understand that I am not to discuss this recommendation with the employee until final approvals have been received and acknowledgement has been received.

Signature of Rater

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*This is a list of all  
Supervisor at the  
time of the lay-off*

RTS AUTHORITY  
ASSIFICATION

DATE HIRED TITLE

6/06/73 SMHP  
5/16/73 SMHP  
5/16/73 SMHP  
6/06/73 SMHP  
6/13/73 SMHP  
6/06/73 SMHP  
6/06/73 SMHP  
6/06/73 SMHP  
6/13/73 SMHP  
6/13/73 SMHP

\$ 24 RATE TOTAL

7/15/59 STKR  
12/18/67 STKR

\$ 2 RATE TOTAL

2/27/67 STNO  
8/23/61 STNO  
8/31/70 STNO  
10/16/72 STNO  
12/04/72 STNO  
1/15/73 STNO  
5/14/73 STNO  
6/04/73 STNO

60 2 392 ROSEMARY B. WYNDHAM  
84 4 395 JEANNE DWORKIN  
83 1 399 PHYLLIS A. HAIGLER  
70 1 407 SANDRA C. DUKES

NUMBER OF EMPLOYEES 8 RATE TOTAL

25	4	1038	OSCAR E. BURT	3/29/70	SUPV
10	4	1500	LLOYD B. THOMPkins	10/02/46	SUPV
10	4	1509	CLARENCE JENKINS	6/00/47	SUPV
10	4	1512	THOMAS R. NEAL	6/30/55	SUPV
10	4	1534	JAMES H. LEWIS	2/28/55	SUPV
10	4	1535	LAWTON HIGH JR.	8/07/61	SUPV
10	4	1536	JAMES E. THOMASSON	1/24/62	SUPV
10	4	1537	RICHARD HERRON, JR.	7/31/68	SUPV
10	4	1562	LAWRENCE D. ROSS	6/30/65	SUPV
10	4	1567	WALTER J. WOOTEN	3/01/47	SUPV
25	4	1599	JACK A. STINSON	3/23/66	SUPV
10	4	1610	ARTHUR L. HIOTT	9/06/66	SUPV
10	4	1613	MICHAEL A. LATORRE	8/03/66	SUPV
10	4	1616	TEDDY D. MYERS	10/19/66	SUPV
10	4	1645	LEROY C. WIGGINS, JR.	11/18/71	SUPV
10	4	1700	ARTHUR O. BENTON	3/06/69	SUPV
20	4	1761	KENNETH P. LARSON	3/06/69	SUPV
10	4	1797	DAVID R. LONG	6/23/69	SUPV
25	4	1875	ROBERT L THOMPkins JR	6/07/72	SUPV
10	4	1896	VAN C. ROACH	7/24/72	SUPV



SOUTH CAROLINA STATE PORTS AUTHORITY  
LIST OF EMPLOYEES BY CLASSIFICATION  
6/26/73

DEPT	CLASS	BADGE	NAME	DATE HIRED	TITLE
10	4	1918	CHARLES L. SMITH	9/27/72	SUPV
13	4	4510	JOHN W. SMITH	11/17/65	SUPV
16	4	4516	AUDREY NORTON	4/15/64	SUPV
20	4	4518	WILLIAM J. TRUESDALE	12/18/61	SUPV
10	4	4521	CECIL D. SLEDGE	8/28/63	SUPV
18	4	4531	EDDIE SALLIE	1/12/62	SUPV
25	4	4541	LOUIS C. TISDALE JR.	6/10/63	SUPV
<del>20</del>	4	4556	CLARENCE W. THAMES	4/18/68	SUPV
<del>20</del>	4	4563	ROBERT E. LEVINER	3/03/69	SUPV
20	4	4591	LARRY D. GROOMS	6/19/69	SUPV
10	4	4609	WILLIAM H. JOHNSON	4/03/72	SUPV
19	4	4610	JAMES V. LEWIS	4/03/72	SUPV
16	4	4624	ROBERT L. DANBURY	7/31/72	SUPV
10	4	4627	JAMES E. DUDLEY	8/17/72	SUPV
10	4	5004	CLYDE H. SHOKES	6/29/59	SUPV
20	4	5006	JAMES O. RIGNEY SR.	1/18/60	SUPV
20	4	5007	JAMES W. PRINGLE	3/15/61	SUPV
20	4	5009	DAVID GRANT	2/23/54	SUPV
20	4	5013	ISAIAH COLLENTON	4/18/60	SUPV
20	4	5028	ELIJAH WRIGHT	4/20/60	SUPV
20	4	5034	PINCKNEY HAMILTON	2/25/63	SUPV
20	4	5051	EDWARD L. BARRON	8/18/52	SUPV
20	4	5058	KENNETH CUMBEE	7/19/65	SUPV
20	4	5061	CHARLES H. HADDOCK	11/08/65	SUPV
20	4	5100	MARION C. McDONALD	5/08/68	SUPV
20	4	5168	VAN C. CHRIST	3/06/69	SUPV
<del>20</del>	4	5245	LEON S WALLACE	6/16/69	SUPV
20	4	5270	BILLY YOUNT	10/08/69	SUPV
20	4	5274	WINFRED O. DAWSON	8/21/67	SUPV
20	4	5286	HARLEY J. PEZANT	6/23/71	SUPV
20	4	5306	DANIEL N. DAWSON	6/09/72	SUPV
25	4	6514	JAMES SNIPES SR.	12/04/56	SUPV
25	4	6518	JOHN ALEXANDER	1/17/62	SUPV
25	4	6546	PAUL I. HAWKINS	11/07/68	SUPV
25	4	6582	WILLIAM HEYWARD, JR.	3/06/69	SUPV
25	4	6611	ROBERT L. TURNER	12/31/69	SUPV
25	4	6619	DOUGLAS C. TILLMAN	9/08/71	SUPV
25	4	6629	IRVIN L EASTERLIN JR	5/02/72	SUPV
25	4	6639	W. FRANK SMART	7/17/72	SUPV
18	4	6642	JAMES A. MCKINNEY	8/16/72	SUPV
45	3	7507	WILLIAM G. LIGHTSEY	10/14/68	SUPV
51	3	8000	SEYMOUR PLATTS	3/17/55	SUPV

NUMBER OF EMPLOYEES    62    RATE TOTAL

54	3	8036	HAMMIE FRASIER	7/25/67	SVMN
53	3	8053	WILLIE RIVERS	7/14/69	SVMN
53	2	8077	ELLIOTT H. SMALLS, JR.	3/23/70	SVMN
<del>51</del>	2	8118	D. J. BRYANT	9/27/72	SVMN

NUMBER OF EMPLOYEES    4    RATE TOTAL

E N D