

MINUTES OF BUDGET AND CONTROL BOARD MEETING

SEPTEMBER 29, 1976 10:15 A.M.

The Budget and Control Board met at 10:15 a. m. on September 29, 1976 in the Alcoholic Beverage Control Commission Hearing Room in the Edgar A. Brown State Office Building with the following members in attendance:

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

Mr. F. Julian LeaMond was absent.

Also attending were W. T. Putnam and P. C. Smith.

1977-78 BUDGET HEARINGS - The Budget and Control Board heard budget requests for 1977-78 from the following agencies:

State Housing Authority
Commission on Human Affairs
Advisory Board, Foster Care For Children
Commission on Aging
Solicitors Association

At the conclusion of these budget presentations, the Budget and Control Board considered the following items of business:

SOLICITORS ASSOCIATION - NEED FOR ADDITIONAL SALARY FUNDS - The Budget and Control Board received information from Attorney General McLeod and Mr. Kenneth Summerford, President of the Solicitors Association, indicating that additional funds in the amount of \$227,000 would be needed to pay the salaries of solicitors if all sixteen were to go on a full-time basis as of January 1, 1977 and that it was their intention to request a deficiency appropriation in this amount from the General Assembly.

The Budget and Control Board, upon a motion by Senator Dennis, seconded by Mr. Morris, agreed without objection to endorse this request.

PUBLIC SERVICE COMMISSION - CIVIL CONTINGENT FUND REQUEST - The Public Service Commission has requested a transfer of \$17,500 to finance a

rate of return analysis to be prepared in connection with a pending application for a general rate increase by Southern Bell Telephone and Telegraph Company. This proposed analysis is to be prepared by Dr. James L. Bicksler, Professor of Finance and Director of Research of the Graduate School of Business at Rutgers University.

Upon a motion by Mr. Patterson, seconded by Senator Dennis, the Budget and Control Board authorized the Public Service Commission to transfer funds within its own budget as needed in order to pay for this analysis until a request for a supplemental appropriation can be made, with the understanding that, if the General Assembly declines to approve the supplemental appropriation, the Budget and Control Board would reconsider this request. By means of this same motion, the Budget and Control Board approved the selection of this consultant.

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

DIVISION OF MOTOR VEHICLE MANAGEMENT - 1977 PURCHASE POLICY AND VEHICLE SPECIFICATION AND ASSIGNMENT CRITERIA - This item pertaining to policy for purchase of State vehicles and to vehicle specification and assignment criteria for model year 1977 was on the Board agenda for the September 7, 1976 meeting but was not considered at that time.

Without objection, the Budget and Control Board approved the recommended policy for purchase of State vehicles and vehicle specification and assignment criteria for model year 1977.

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

ADJUTANT GENERAL'S OFFICE - SELECTION OF ARCHITECT - The Adjutant General's Office has requested approval of the selection of an architect to design an addition to the SCANG Aviation Facility at McEntire Air Guard Base. This project is estimated to cost \$825,000 and is to be financed entirely from Federal funds.

The firms selected by the Adjutant General's Office, in order of preference are:

- (1) Demosthenes, McCreight and Riley, Sumter;
- (2) Blume, Cannon and Ott, Columbia; and
- (3) R. S. Noonan, Inc., Greenville.

The Budget and Control Board upon a motion by Mr. Patterson, seconded by Mr. Morris, approved the selection of Demosthenes, McCreight and Riley to perform the architectural services indicated.

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

STATE HOUSING AUTHORITY - SELECTION OF ARCHITECTS - The request of the State Housing Authority for Budget and Control Board approval of the selection of architects in connection with the Authority's proposed housing projects was considered initially by the Board at its September 7, 1976 meeting and again at the Board's meeting on September 28, 1976. The matter was considered again by the Board at the present meeting in response to the submission by the State Housing Authority of the names of the firms selected, in order of preference, as follows:

- | | |
|-------------------|--|
| Piedmont Area: | (1) Carlisle & Love, Architects |
| | (2) James D. Miller & Associates |
| | (3) Gilliland-Bell Associates |
| Central Area: | (1) Geiger, McElveen & Kennedy |
| | (2) Lyles, Bissett, Carlisle & Wolff |
| | (3) Columbia Architectural Group, Inc. |
| Pee Dee Area: | (1) Timbes & Clark, Architects |
| | (2) Demosthenes, McCreight & Riley |
| | (3) William S. Dowis, Jr. |
| Low Country Area: | (1) Lucas & Stubbs Associates |
| | (2) Lee and Partners, Architects; |
| | (3) Pearlstine/Anderson Architects |

Upon a motion by Mr. Patterson, seconded by Senator Dennis, the Budget and Control Board approved the selection of the four architectural firms listed first in order of preference, upon the condition that the contracts with these firms clearly state that no monies would be paid for any services rendered unless Federal funding is provided and unless the projects

are completed and that no State funds are pledged in any way for the payment of these fees.

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

EXECUTIVE SESSION - After being advised that all remaining items on the proposed agenda related to personnel matters, the Budget and Control Board declared the meeting to be in Executive Session.



EXHIBIT I
9/29/76

STATE OF SOUTH CAROLINA
THE PUBLIC SERVICE COMMISSION

P. O. DRAWER 11649
COLUMBIA, SOUTH CAROLINA 29211

September 8, 1976

Mr. William T. Putnam
State Auditor
Secretary of the Budget & Control Board
205 Wade Hampton Office Building
Columbia, South Carolina 29211

RE: Application by Southern
Bell Telephone & Telegraph
Company for general rate
increase; South Carolina
Public Service Commission
Docket No. 76-352-C

Dear Mr. Putnam:

In July of this year, Southern Bell Telephone & Telegraph Company, a subsidiary of AT&T, providing telecommunication services in certain portions of South Carolina, filed a Petition with this Commission seeking certain increases in many of their rates and charges approved by this Commission. Overall, this application by Southern Bell is requesting approval from this Commission for increased rates and charges which will produce an additional \$34,000,000.

In major rate applications, the utility usually will present at least one witness to give "expert" testimony as to the "rate of return", i.e., margin of profit, which he believes the utility should earn. In this particular case, Southern Bell is presenting three such "rate of return" witnesses, who will present testimony that Southern Bell should be allowed to earn 14% on their common equity and 10.3% on their overall investment, or rate base. In the last Southern Bell rate case, decided in July, 1975, the Commission approved rates which would produce a 12% return on common equity, equating to a 9.24% overall return on investment.

Because the impact of these rate increases could be substantial, the Commission staff believes it would be wise, and in the best interest of Southern Bell's customers, to provide to the Commission during the public hearings to be held in November and December on this rate application, an independent expert analysis concerning the rate of return

Mr. William T. Putnam
Page 2
September 8, 1976

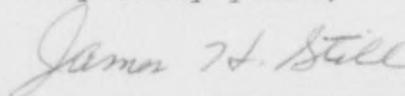
requirements for Southern Bell. The General Counsel for the Commission has been in contact with Dr. James L. Bicksler, Professor of Finance and Director of Research of the Graduate School of Business at Rutgers University. Dr. Bicksler, editor or author of various articles, reviews, and books on modern capital market theory, has recently testified on rate of return on behalf of the State Utilities Commission in Mississippi in a Bell Telephone rate application, and is preparing to present testimony for the Georgia Utilities Commission in the Southern Bell rate filing in that state in public hearings now being held. Dr. Bicksler has also presented a rate of return, or rate structure, analysis in Iowa, Oregon, New Jersey, and is tentatively scheduled to present similar testimony in Illinois in a Bell Telephone rate application there.

Dr. Bicksler has indicated that he will provide the Commission with a rate of return analysis for a contract price of \$17,500. This would include a complete analysis of the Company's case; assistance and preparation of proposed cross-examination, and consultation during actual cross-examination of Southern Bell witnesses; preparation and presentation of affirmative direct evidence, and a corresponding presentation on cross-examination; analysis of any rebuttle evidence presented, and preparation of proposed cross-examination of such evidence; preparation and presentation of any sur-rebuttle, if necessary; and assistance in the preparation of any brief or oral argument before the Commission. The fee for these services compares favorably with that of \$25,000 charged the Commission in 1974 and 1975 by an independent rate of return consultant from Washington, D. C., utilized during hearings on rate applications by two major electric utilities.

Because the Commission presently has no funds allocated in its budget to pay witness fees, the Commission has authorized me to request the Budget and Control Board to consider funding the rate of return analysis from the state's contingency fund until the Commission can put in a deficit bill through the General Assembly in its next session, and from this reimburse the contingency fund. Since the lead time required in preparing this case is considerable, and the public hearings are scheduled to commence on November 30, 1976, we would request that you give this your immediate consideration so that we can begin to make preparations accordingly. We will be glad to give you any further information which you may think necessary. Thanking you in advance for your consideration and help, I remain

Very truly yours,

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James H. Still
Executive Director

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EXHIBIT II
9/29/76

STATE OF SOUTH CAROLINA
BUDGET AND CONTROL BOARD
DIVISION OF MOTOR VEHICLE MANAGEMENT
300 GERVAIS STREET
COLUMBIA, S. C. 29201

ALLAN J. SPENCE
DIRECTOR
PHONE: (803) 758-7818

POLICY FOR PURCHASE OF STATE VEHICLES

1. The Director, Division of Motor Vehicle Management (DMVM) shall, on an annual basis, submit to the State Budget and Control (SB&CB) for their approval, classes of motor vehicles, with appropriate optional equipment, to be purchased by public funds for use by state officials/employees in the performance of official state business. No deviations from the approved listing shall be made without the prior written approval of the SB&CB. In the event a special purpose vehicle is required and not contained on the approved listing, the requesting agency shall inform the Director, DMVM who will, in conjunction with the using agency, determine the proper vehicle and equipment and submit this information to the SB&CB for approval.
2. Upon receipt of the approved listing, Central State Purchasing shall prepare and distribute to the appropriate automobile vendors, bid invitations covering these vehicle types approved by the SB&CB. This will be accomplished as early in the model year as possible. Contracts shall then be awarded to the successful bidder in each of the classes involved in the amount as predicted by the Director, DMVM. The contract year will normally run from September through May. Vehicle purchases shall be made during this period in order to take advantage of the lower prices. Any exception shall be fully justified in writing to the Budget and Control Board.
3. All requisitions for motor vehicles shall be forwarded to the Director, DMVM accompanied by the original and two copies of DMVM Form 6-75, "Request by State Agency for Approval to Purchase State-Owned Motor Vehicle". Complete justification must be provided, especially in the event an additional vehicle or vehicles are requested over and above those presently on hand. Once the need has been established, the approved request will be forwarded to the State Purchasing Officer who will obtain the required vehicle, according to established purchasing procedures, from the approved listing.
4. All agency heads and supervisors are reminded that state vehicles are to be obtained, used and maintained in such a manner as to serve the best interests of the State of South Carolina. Any deviation is a serious breach of the confidence placed in state executives by the citizens of South Carolina and a violation of State law. Please refer to the applicable chapters of the Motor Vehicle Management Manual concerning instructions.
5. The disposal criteria shall remain at four (4) years or 60,000 miles. However, the deciding factor shall be the overall condition of the vehicle and the needs of the state. Further instructions in this regard will be forthcoming as a chapter in the Motor Vehicle Management Manual.



STATE OF SOUTH CAROLINA
BUDGET AND CONTROL BOARD
DIVISION OF MOTOR VEHICLE MANAGEMENT

300 GERVAIS STREET
COLUMBIA, S. C. 29201

ALLAN J. SPENCE
DIRECTOR
PHONE (803) 758-7818

VEHICLE SPECIFICATION AND ASSIGNMENT CRITERIA

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1. CLASS I - Prestige: For assignment to constitutional officers (and executives as approved by the Budget and Control Board). These vehicles will be purchased on an "As Required" basis by special order. Other vehicles contained in this policy are available for assignment in this class if desired.

X * Note: It is recommended that the term "and executives as approved by the Budget and Control Board" be excluded from this policy. This term encourages agency directors who desire larger or a specific model vehicles to submit requests which adds still another assignment criteria.

2. CLASS II - Executive: For assignment to eligible heads of state agencies, boards, and commissions and presidents of institutions of higher learning, administering annual budgets in excess of 15 million dollars, excluding capital improvement funds.

124" Wheel Base

Cost: Apprx. \$5100.00

Four (4) door sedan with minimum 400 Cid. V-8 engine, automatic transmission, power disc front brakes, power steering, factory installed air conditioning, tinted glass, push button AM/FM radio, power windows, power door locks, remote control LH rear view mirror, cruise control, and normal standard equipment. Optional equipment available at dealer net cost if approved by State Budget and Control Board.

* Note: Same type unit as last year except we recommend power door locks and cruise control be added.

3. CLASS III - Supervisory: For assignment to eligible heads of state agencies, boards and commissions whose budgets exceed 4 million dollars per year excluding a capital improvement funds or those whose budgets are less than 4 million dollars a year, but travel in excess of 20,000 miles per year:

121" Wheel Base

Cost: Apprx. \$4800.00

Four (4) door sedan with minimum 350 Cid. V-8 engine, automatic transmission, power disc front brakes, power steering, factory installed air conditioning, tinted glass, cruise control, push button AM radio and other standard equipment. Optional equipment available at dealer net cost if approved by the State Budget and Control Board.

* Note: Same type unit as last year except we recommend cruise control and tinted glass (all windows) be added.

4. CLASS IV - Supervisory: For assignment to eligible heads of state agencies, boards and commissions not covered in Class III and deputy heads of state agencies, boards and commissions who drive in the excess of 18,000 miles per year:

116" Wheel Base

Cost: Apprx. \$4200.00

Four (4) door sedan with a minimum 304 Cid. V-8 engine, automatic transmission, power disc front brakes, power steering, factory installed air conditioning, cruise control, tinted glass, push button AM radio, steel belted tires, deluxe heater with defroster and other standard equipment. Optional equipment available at dealer net cost if approved by the State Budget and Control Board.

* Note: Same unit as last year except we recommend cruise control be added.

- 5. CLASS V - General Use: For assignment to eligible supervisors and employees who drive in the excess of 18,000 miles per year and as general pool vehicles:

108" Wheel Base Cost: Apprx. \$3800.00

Two (2) and four (4) door sedan with a minimum 304 Cid. V-8 engine, power steering, automatic transmission, factory installed air conditioning, tinted glass, push button AM radio, steel belted tires, deluxe heater with defroster, and other standard equipment. Optional equipment available at dealer net cost if approved by the State Budget and Control Board.

* Note: Same type unit as last year except we recommend tinted glass (all windows) and power steering be added.

- 6. CLASS VI - Local Use: For assignment to eligible employees with local official travel requirements.

97" Wheel Base Cost: Apprx. \$3500.00

Two (2) door sedan with a minimum 2300 CC engine, manual transmission, factory installed deluxe air conditioning, tinted glass, push button AM radio, deluxe heater with defroster, and other standard equipment. Optional equipment available at dealer net cost if approved by the State Budget and Control Board.

* Note: Same type unit as last year except we recommend tinted glass (all windows) be added.

- 7. CLASS VII - Station Wagon: 4 door -

116"-119" Wheel Base Cost: Apprx. \$4600.00 - 6 passenger \$4800.00 - 9 passenger

Four (4) door station wagon with a minimum 360 Cid. V-8 engine, factory installed air conditioning, automatic transmission, power steering, power disc front brakes, push button AM radio, tinted glass and other standard equipment. Optional equipment available at dealer net cost if approved by the State Budget and Control Board.

* Note: Same type unit as last year except we recommend tinted glass (all windows) be added.

- 8. CLASS VIII - Compact Station Wagon: 4 door -

110" Wheel Base Cost: Apprx. \$3800.00

* Note: Same as compact sedan. Recommended as new addition to the fleet because of the economy of operation.

- 9. CLASS IX - Police Cars - Patrol Standard:

121" Wheel Base Cost: Apprx. \$4800.00

Equipped with the standard police package. 440 Cid. 4V minimum engine.
* Note: Same type unit as last year.

10. CLASS X - Police Cars, Intermediate:

116" ~~119"~~ Wheel Base Cost: \$4500.00

Equipped with the standard police package. 400 Cid. 4V minimum engine.
* Note: Same type unit as last year. With some variations, can be utilized by law enforcement agencies without a pursuit mission or those agencies with a security mission.

11. CLASS XI - Police Cars - Non-pursuit

112" ~~116"~~ Wheel Base Cost: \$4400.00

Four (4) door sedan, with a minimum 300 Cid. 2V minimum engine. Especially designed and built for police or security type missions.
* Note: Same type unit as last year.

12. CLASS XII - Utility: For special purpose assignment:

Jeep CJ-7 or equal Cost: Apprx. \$5000.00

* Note: Same type unit as last year.

13. CLASS XIII - Suburban, Carryall, Travel-all: For special purpose assignment:

Chevrolet or equal Cost: Apprx. \$4900.00

* Note: Same type unit as last year.

14. CLASS XIV - Pickups: For special purpose assignment:

Dodge or equal Cost: Apprx. \$3500.00

* Note: Same type unit as last year.

15. CLASS XV - Passenger Vans: For assignment as passenger-carrying vehicles (5 - 15) passengers.

Van Wagon Cost: Apprx. \$4200.00 Maxi-Van Wagon Cost: Apprx. \$5900.00

* Note: Same type unit as last year.

MEMO

from John A. McPherson, Jr.

To Bill McInnis Date 9-27-79 Time _____

This is OK. Pierce failed to delete Artical III-D I talked to him about it and he will delete it

J

Reply Initial and return See me

147-A

M-1

EXHIBIT III
9/29/76



Military Department

/mtw

ROBERT L. MCCRADY
MAJOR GENERAL
THE ADJUTANT GENERAL

STATE OF SOUTH CAROLINA
OFFICE OF THE ADJUTANT GENERAL
NATIONAL GUARD ARMORY, 1225 BLUFF ROAD
COLUMBIA 29201

21 September 1976

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

Dear Mr. Putnam:

In compliance with your verbal instructions, the three following architectural firms are recommended in the order listed as designers of the addition to the South Carolina Army National Guard Aviation Facility, located at McEntire Air Guard Base:

1. Demosthenes, McCreight and Riley, Sumter, S. C.
2. Blume, Cannon and Ott, Columbia, S. C.
3. R. S. Noonan, Inc. of South Carolina, Greenville, S. C.

The expansion will provide 25,735 square feet of additional floor space and 854 square yards of paving, estimated to cost \$825,000.00. The cost is to be 100% Federal Funding in Fiscal 1977.

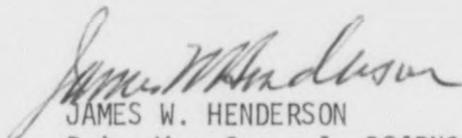
As stated in previous correspondence, the firm listed as the number one choice, Demosthenes, McCreight and Riley, designed the original structure. This firm is familiar with the structural, mechanical, and site requirements thus enabling them to provide the services on a reduced time schedule and at a lower cost. Time is of essence in that preliminary plans must be ready on or before 1 December 1976 with completed drawings by 15 March 1977.

Mr. William T. Putnam

21 September 1976

The Office of the Adjutant General respectfully requests authority to employ the firm of Demosthenes, McCreight and Riley, Sumter, South Carolina as designer for the South Carolina Army National Guard Aviation Facility expansion.

Sincerely,



JAMES W. HENDERSON
Brigadier General, SCARNG
Deputy Adjutant General

7 Incl

1. A-E Questionnaire, Demosthenes, McCreight and Riley
2. A-E Questionnaire, Blume, Cannon and Ott
3. A-E Questionnaire, R. S. Noonan, Inc. of South Carolina
4. Listing of Construction Projects for the Preceding Two Years
5. List of Architects Considered
6. Uniform Standard of A & E Fees
7. News Release

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FIRM: Demosthenes, McCreight & Riley

PROJECT: AASF Addition

ARCHITECT-ENGINEER QUESTIONNAIRE

1. Name of firm and names of the individuals who will provide the architectural services.

DEMOSTHENES, MCCREIGHT AND RILEY, A.I.A.

Charles R. McCreight

Provide qualifications in the form of a separate brief if not already on file in this office.

2. During the past five years we have been awarded 7 (number) state contracts totaling 2½ million (in thousands of dollars based on bid price for construction). Projects which are financed partially or in total by state funds should be included even though the contract may have been in the name of a county, city, school, university, or organization.

3. Your firm can complete the contract in the allotted time. YES ~~NO~~

4. You are aware of and will comply with all state and federal laws, requirements, and guidelines published pertaining to all architectural and/or engineering contracts. YES ~~NO~~

5. You understand and accept the policies as relate to armory and non-armory construction for the South Carolina Army National Guard, such as: frequency of inspections by the SCARNG Facilities Engineer and the SCNG USPFO; the requirement for double billing (federal and state); the procedure for change orders; the requirement for preliminary drawings and the bid form breakout requiring unit prices on line items such as storm drains, site preparation, landscaping, etc. In case of question call Captain Vernon E. Amick, telephone number 758-2803.

YES or take exception to the following:

NO EXCEPTIONS.

6. What policy do you follow in job visitation and inspection of construction?

Visit job twice a week, furnish written inspection reports to Owner,

Contractor and Sub-Contractors.

7. On request, my firm will submit a sample set of plans and specifications for review by the Military Department. YES ~~NO~~

INCLOSURE 1

Incl 1

DEMOSTHENES, McCREIGHT & RILEY, A.I.A.

202 WEST CALHOUN STREET
TELEPHONE 773-3211
SUMTER, SOUTH CAROLINA

A R C H I T E C T S

MEMBERS OF AMERICAN INSTITUTE OF ARCHITECTS

Today is Tuesday
September 7, 1976

General James W. Henderson
State of South Carolina
Military Department
1225 Bluff Road
Columbia, South Carolina 29201

Dear General Henderson:

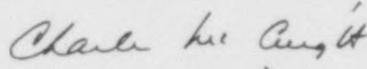
In regards to the architectural services for the Army Aviation Support Facility addition at McEntire Air Base, I am enclosing the "Architect-Engineer Questionnaire" for this project. I agree with the items on this questionnaire and there are no exceptions.

If you will recall, I did the original building and Colonel Withers and I made sketches for the future addition. I am sure the addition is different from our original sketches but I am familiar enough with the job to produce preliminary sketches by November 1, 1976. In addition to this, our fee on this job would be 4.8%. Please understand that I am not "cutting my fee" to get this job. I did the original building and I am quite familiar with the structural, mechanical requirements, site work, etc. and I can do the job for 4.8%.

We would certainly appreciate your careful attention to the above and, needless to say, we will look forward to working with you if we are awarded this contract.

Yours truly,

DEMOSTHENES, McCREIGHT & RILEY, A.I.A.



Charles R. McCreight, A.I.A.

CRMCC:mg

Enclosure

FIRM: Blume, Cannon and Ott

PROJECT: AASF Addition

ARCHITECT-ENGINEER QUESTIONNAIRE

1. Name of firm and names of the individuals who will provide the architectural services.

Blume, Cannon and Ott, Architects

E. Stewart Blume, Jr., Robert B. Cannon, Jr., Augustus L.

Ott, III

Provide qualifications in the form of a separate brief if not already on file in this office.

2. During the past five years we have been awarded 0 (number) state contracts totaling 0 (in thousands of dollars based on bid price for construction). Projects which are financed partially or in total by state funds should be included even though the contract may have been in the name of a county, city, school, university, or organization.

3. Your firm can complete the contract in the allotted time. YES ~~XXX~~

4. You are aware of and will comply with all state and federal laws, requirements, and guidelines published pertaining to all architectural and/or engineering contracts. YES ~~XXX~~

5. You understand and accept the policies as relate to armory and non-armory construction for the South Carolina Army National Guard, such as: frequency of inspections by the SCARNG Facilities Engineer and the SCNG USPF0; the requirement for double billing (federal and state); the procedure for change orders; the requirement for preliminary drawings and the bid form breakout requiring unit prices on line items such as storm drains, site preparation, landscaping, etc. In case of question call Captain Vernon E. Amick, telephone number 758-2803.

YES or take exception to the following:

Yes

6. What policy do you follow in job visitation and inspection of construction?

(1) Routine visits once a week.

(2) As required by job progress, i.e. concrete pour, steel reinforcing check, etc.

(3) Unusual Circumstances.

7. On request, my firm will submit a sample set of plans and specifications for review by the Military Department. YES ~~XXX~~

INCLOSURE 1

Incl 2

FIRM: Blume, Cannon and Ott

PROJECT: AASF Addition

ARCHITECT-ENGINEER QUESTIONNAIRE

1. Name of firm and names of the individuals who will provide the architectural services.

Blume, Cannon and Ott, Architects

E. Stewart Blume, Jr., Robert B. Cannon, Jr., Augustus L.

Ott, III

Provide qualifications in the form of a separate brief if not already on file in this office.

2. During the past five years we have been awarded 0 (number) state contracts totaling 0 (in thousands of dollars based on bid price for construction). Projects which are financed partially or in total by state funds should be included even though the contract may have been in the name of a county, city, school, university, or organization.

3. Your firm can complete the contract in the allotted time. YES ~~XXX~~

4. You are aware of and will comply with all state and federal laws, requirements, and guidelines published pertaining to all architectural and/or engineering contracts. YES ~~XXX~~

5. You understand and accept the policies as relate to armory and non-armory construction for the South Carolina Army National Guard, such as: frequency of inspections by the SCARNG Facilities Engineer and the SCNG USPFO; the requirement for double billing (federal and state); the procedure for change orders; the requirement for preliminary drawings and the bid form breakout requiring unit prices on line items such as storm drains, site preparation, landscaping, etc. In case of question call Captain Vernon E. Amick, telephone number 758-2803.

YES or take exception to the following:

Yes

6. What policy do you follow in job visitation and inspection of construction?

(1) Routine visits once a week.

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(3) Unusual Circumstances.

7. On request, my firm will submit a sample set of plans and specifications for review by the Military Department. YES ~~XXX~~

INCLOSURE 1

Incl 2

FIRM: R. S. Noonan, Inc. of S. C.

PROJECT: AASF Addition

ARCHITECT-ENGINEER QUESTIONNAIRE

1. Name of firm and names of the individuals who will provide the architectural services.

DAVID L. NARRAMORE AIA STAFF ARCHITECT S.C. REG. No. 1402

J. HUEY CASSELL ARCHITECT S.C. REG. No. 796

Provide qualifications in the form of a separate brief if not already on file in this office.

2. During the past five years we have been awarded ^{" "} 0 (number) state contracts totaling ^{" "} 0 (in thousands of dollars based on bid price for construction). Projects which are financed partially or in total by state funds should be included even though the contract may have been in the name of a county, city, school, university, or organization.

3. Your firm can complete the contract in the allotted time. YES NO

4. You are aware of and will comply with all state and federal laws, requirements, and guidelines published pertaining to all architectural and/or engineering contracts. YES NO

5. You understand and accept the policies as relate to armory and non-armory construction for the South Carolina Army National Guard, such as: frequency of inspections by the SCARNG Facilities Engineer and the SCNG USPFO; the requirement for double billing (federal and state); the procedure for change orders; the requirement for preliminary drawings and the bid form breakout requiring unit prices on line items such as storm drains, site preparation, landscaping, etc. In case of question call Captain Vernon E. Amick, telephone number 758-2803.

YES or take exception to the following:

6. What policy do you follow in job visitation and inspection of construction?

AS FREQUENTLY AS NECESSARY TO ASSURE PROJECT IS BEING CON-
STRUCTED ACCORDING TO PLANS & SPECIFICATIONS - USUAL INTERVAL BETWEEN
VISITS COULD VARY BETWEEN SEVERAL DAYS TO SEVEN TO TEN DAYS.

7. On request, my firm will submit a sample set of plans and specifications for review by the Military Department. YES NO

David Narramore
9/7/74

CONSTRUCTION PROJECTS UNDERTAKEN IN THE PRECEDING TWO YEARS

<u>PROJECTS</u>	<u>ARCHITECT</u>	<u>COST</u>
Warrenville Armory	Alexander & Moormann	457,879.00
Rock Hill OMS	Opsahl & Pate	140,000.00
Lockhart Armory	Carson & Williams	411,250.00
Andrews Armory	Edward P. Guerard	386,000.00
Leesburg WETEP Shop	Columbia Architectural Group, Inc.	385,000.00
Chester Armory	Larkin Jennings III & Associates	412,800.00
Bennettsville Armory	Design Collaborative	536,219.00
Eastover Armory	Riley, Bultman, Coulter & Associates	583,970.00
Edgefield OMS	John W. Wells	162,855.00
Mullins OMS	Bashor, Allen & Associates	112,544.00
Greer OMS	James D. Miller	139,999.00
Mt. Pleasant OMS	J. Harrell Gandy	126,390.00
DELOG Addition	Larkin Jennings III & Associates	48,877.00
USPFO Office & Warehouse Addition	Columbia Architectural Group	226,524.00
CSMS Alteration	McGinty & Dye	80,984.00
Hemingway OMS	Jeffrey March Rosenblum	156,000.00 *
Kingstree Armory	Love, Cobb & McElveen	644,500.00 *
Lyman Armory	Bruce Klee Brown	634,540.00 *
Marion Armory	Eric M. McClanahan & Associates	635,600.00 *
Winnsboro Armory	Avery Wood & Associates	625,250.00 *

* Estimated Cost

Incl 4'

- ✓ Alexander-Moorman & Associates
A.I.A. Architects
218 Newberry Street, S. W.
Aiken, S. C. 29801Sirs
- ✓ Blume, Cannon and Ott (2)
A.I.A. Architects
2230 Devine Street
Columbia, S. C. 29205Sirs
- ✓ Columbia Architectural Group, Inc.
P. O. Box 11978
Columbia, S. C. 29211Sirs
- ✓ Craig and Gaulden Architects, Inc.
12 Washington Park
East Washington Street
Greenville, S. C. 29601Sirs
- ✓ Demosthenes, McCreight & Riley (1)
202 West Calhoun Street
Sumter, S. C. 29150Sirs
- ✓ Design Collaborative
Architect/Planners
2818 Devine Street
Columbia, S. C. 29205Sirs
- ✓ Geiger, McElveen, Kennedy, Inc.
Architects, Engineers, Planners
1735 St. Julian Place
Columbia, S. C. 29204Sirs
- ✓ McGinty Associates/Architects
11 Lagoon Road
Hilton Head Island, S. C. 29928Sirs
- ✓ R. S. Noonan, Inc. of South Carolina (3)
Engineers & Architects
P. O. Box 1388
Greenville, S. C. 29602Sirs
- ✓ Pearlstine/Anderson/Fulmer
Architects, Engineers, Planners
3106 Devine Street
Columbia, S. C. 29205Sirs
- ✓ Riley, Bultman, Coulter Associates
Architects - Engineers
6941 North Trenholm Road
Columbia, S. C. 29206Sirs
- ✓ Jeffrey Marc Rosenblum
A.I.A. Architect
615 Wesley Drive
Charleston, S. C. 29407Sirs
- ✓ Russell & Axon
Engineers-Planners-Architects, Inc.
P. O. Box 1305
Anderson, S. C. 29621Sirs

Incl 5

NATIONAL GUARD BUREAU
 UNIFORM STANDARDS FOR THE PAYMENT OF ARCHITECT-ENGINEER SERVICES
 FOR ARMY NATIONAL GUARD ARMORY AND NON-ARMORY PROJECTS

LOWEST RESPONSIBLE BID (Not Total Construction Cost)				New Work			Site Adaptation		
				Total (a)	Title I (b)75	Title II (c)25	Total (d)	Title I (e)	Title II (f)
\$	50,000	and less		6.3%	4.73	1.57	4.3%	2.73	1.57
over	50,000	" under \$	75,000	6.2	4.65	1.55	4.2	2.65	1.55
	75,000	" "	100,000	6.1	4.58	1.52	4.1	2.58	1.52
	100,000	" "	125,000	6.0	4.50	1.50	4.0	2.50	1.50
	125,000	" "	150,000	5.9	4.43	1.47	3.9	2.43	1.47
	150,000	" "	200,000	5.8	4.35	1.45	3.8	2.35	1.45
	200,000	" "	250,000	5.7	4.28	1.42	3.7	2.28	1.42
	250,000	" "	350,000	5.6	4.20	1.40	3.6	2.20	1.40
	350,000	" "	450,000	5.5	4.13	1.37	3.5	2.13	1.37
	450,000	" "	550,000	5.4	4.05	1.35	3.4	2.05	1.35
	550,000	" "	700,000	5.3	3.98	1.32	3.3	1.98	1.32
	700,000	" "	1,000,000	5.2	3.90	1.30	3.2	1.90	1.30
	1,000,000	" over		5.1	3.83	1.27	3.1	1.83	1.27

Incl 6

ADVERTISEMENT FOR BID

The Office of The Adjutant General will require the services of a qualified Architectural Firm for the design and supervision of the construction of an addition to the Army Aviation Support Facility to be located on McEntire Air National Guard Base, Eastover, South Carolina.

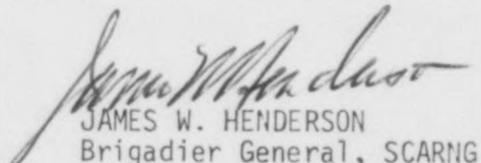
This is to include complete design, drawings, specifications and supervision for a complete turn-key job.

Resume' of qualifications will be forwarded to The Adjutant General, 1225 Bluff Road, Columbia, South Carolina 29201, ATTN: CPT Vernon E. Amick, Construction & Facilities Mgr. Resumes will be forwarded no later than 1 September 1976.

STATE OF SOUTH CAROLINA
Military Department
Office of The Adjutant General

This is to certify that the above advertisement was run in the following newspapers for three consecutive days:

The State
The Greenville News
The Charleston News and Courier


JAMES W. HENDERSON
Brigadier General, SCARNG
Deputy Adjutant General

157

Incl 7

Federal Contract No. DAHA38-76-C-0080

State Contract No. 12-76

**TENTATIVE ~~LUMP SUM~~ NEGOTIATED
CONTRACT FOR
ARCHITECT-ENGINEER SERVICES
With Optional Supervision
State of South Carolina**

ARCHITECT-ENGINEER & ADDRESS **DEMOSTHENES, McCREIGHT & RILEY, AIA
202 WEST CALHOUN STREET
SUMTER, SOUTH CAROLINA 29150**

SERVICES IN CONNECTION WITH: **THE DESIGN, SPECIFICATIONS, AND
SUPERVISION OF THE CONSTRUCTION OF AN ADDITION TO THE ARMY AVIATION
SUPPORT FACILITY**

LOCATION: **EASTOVER, SOUTH CAROLINA**

	<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>
AMOUNT: FOR TITLE I \$ 3.60%	<u>29,865.60</u>	<u>29,865.60</u>	<u>0</u>
FOR TITLE II \$ 1.20%	<u>9,955.20</u>	<u>9,955.20</u>	<u>0</u>
TOTAL 4.80%	<u>\$ 39,820.80</u>	<u>39,820.80</u>	<u>0</u>

PAYMENT: **FINANCE AND ACCOUNTING OFFICER, FORT JACKSON, SOUTH CAROLINA**
~~Third U.S. Army Central Finance Office (Field) Fort M. Phibbs,~~
~~CHERRY~~ will make payment of the Federal Share of this contract.

The Adjutant General, Military Department, State of South Carolina will make payment of the State share of this contract through the office of the State Comptroller General.

~~The supplies and services to be obtained by this instrument are authorized by law for the purposes set forth in, and are chargeable to, the following allotments of the available instances of which are sufficient to cover the cost of the~~
~~XXXX~~

FEDERAL: **21X2085 618-1038 P8551-2572 S 38084**

STATE:

This contract was negotiated under and is authorized by the following laws: National Defense Facilities Act (10 USC 2231-2238), as amended.

TITLE I

ARTICLE I-A - Description of Project

1. The Architect-Engineer shall, upon receipt of notice to proceed, perform all the services required under this contract for the project generally described as follows: **THE DESIGN, SPECIFICATIONS, AND SUPERVISION OF THE CONSTRUCTION OF AN ADDITION TO THE ARMY AVIATION SUPPORT FACILITY,**

(hereinafter referred to as "the project"), located at or in the vicinity of **McENTIRE AIR NATIONAL GUARD BASE, EASTOVER, SOUTH CAROLINA 29044**

and more specifically described in Appendix "A" which is attached hereto and made a part hereof.

ARTICLE I-B - Statement of Architect-Engineer Services

The Architect-Engineer shall perform the following services:

1. Make such topographical and other surveys and maps as are specified in Appendix "A"; supervise necessary test borings and other subsurface investigations required by the Contracting Officer, but the cost of such borings and investigations shall be borne by the State. This provision is not to be deemed to require the Architect-Engineer to make real estate surveys.

2. Establish a permanently monumented base line, with elevations, tied into the North American Datum.

3. Prepare, subject to the approval of the Contracting Officer, preliminary studies, sketches, and layout plans and reports including estimates of cost of the proposed project and of all structures, utilities and appurtenances thereto.

4. Adapt Department of Defense space criteria and general construction standards for Army National Guard armories (as specified in NGB Pamphlet ~~415-10~~ ~~415-10~~) and prepare detailed specifications and drawings in the required form.

5. When preliminary drawings are approved in writing by the Contracting Officer, prepare final designs, detailed working drawings and specifications in accordance with Government standards necessary for the effective coordinations and efficient execution of the construction work and revise such drawings and specifications if necessary. All such drawings may be prepared in pencil on tracing paper or pencil tracing cloth of approved quality by such methods and of such quality of workmanship as will permit the making of satisfactory reproductions thereof and the revision of such drawings for record purposes. Prepare and furnish **EIGHT** copies of the specifications and **EIGHT** sets of full size copies of working drawings for use of the Contracting Officer and as many additional sets of specifications and drawings as are required for plan rooms, prospective bidders, etc. There shall be included in the specifications all provisions which the Contracting Officer may direct to have incorporated therein relating to the advertising, negotiating, or awarding of construction contract or contracts, conditions under which the work shall be done, and any special provisions required by statute or existing Department of the Army regulations or instructions, or by state laws and ordinances.

6. Obtain necessary permits and approvals from all local, State and Federal authorities. Should it become necessary in the performance of the work and services for the Architect-Engineer to secure the right of ingress and egress to perform any of the work required by Title I hereof on properties not owned or controlled by the Government or State, the Architect-Engineer shall, if practicable, secure the consent of the owner, his representative, or agent, prior to effecting entry on such property. In the event the owner requires the payment of any fee for a license to enter upon and/or use such property, the Architect-Engineer when so directed by the Contracting Officer, shall pay such fee and obtain a receipt therefor. The expenditures covering such fees shall constitute a reimbursable item under this contract, and the Architect-Engineer, upon presentation on a voucher therefor, duly supported by proper receipts attached thereto, shall be reimbursed for the full amount thereof.

7. Prepare an estimate of the cost of the proposed project based upon the approved designs, drawings and specifications therefor.

8. Prepare schedules and charts showing the sequence of operations in the construction of each of the several portions of the work.

9. ~~Prepare estimates showing the quantities of critical and important materials and length of time after award of the construction contract when such material will be required on the site.~~

10. Assist the Contracting Officer in preparing invitations for bids or proposals and analyzing and evaluating bids or proposals for construction contract or contracts based upon the approved drawings and specifications.

11. Check and approve all shop and working drawings submitted by the Contractor in connection with the construction work to assure that they conform with approved drawings.

12. During the construction period the Architect-Engineer shall furnish such advice as may be requested and an approved representative shall make visits to the site of the work at periods required by the Contracting Officer. In the event that the option of Title II is exercised, the provisions of this paragraph shall not apply.

ARTICLE I-C - Design Control

The Architect-Engineer agrees that, in consideration of the fixed fee determined by Article III-S, he will, meeting all the requirements of this contract, control the design of the project so that the construction cost will not exceed the maximum sum of **EIGHT HUNDRED TWENTY NINE THOUSAND,**

SIX HUNDRED AND NO/DOLLARS (\$829,600.00)

which is the amount available for this project. It is understood that the aforesaid construction cost will be determined by the lowest bona fide bid received, acceptable to the National Guard Bureau and to the State. It is further agreed that in the event no acceptable bona fide bid is received within the maximum figure as set forth above, the Architect-Engineer shall, at the direction of the Contracting Officer, and at no further cost to the National Guard Bureau or the State, revise such plans so as to come within such maximum figure, such plans to be satisfactory to the State and the National Guard Bureau. And it is further understood, that if during the development of the plans for the project, it becomes evident that the cost will exceed the above stated available funds, the Architect-Engineer will notify the Contracting Officer and all work shall cease and be held in abeyance until funding differences, scope, and/or criteria are resolved and such changes as may be required are executed.

ARTICLE I-D - Progress Schedule

1. The Architect-Engineer shall promptly after the execution of this contract, prepare and submit to the Contracting Officer, for approval, a schedule showing the order in which the Architect-Engineer proposes to carry on the work, with dates on which he will start the several salient features of the work and the contemplated dates for completing the same. Such schedule shall provide for completion of all work hereunder within the contract time. The schedule shall be in the form of a progress chart at suitable scale so as to indicate with symbols the percentage completed at any time.

The Architect-Engineer shall correct the progress schedule at the end of each week and shall immediately deliver three copies to the Contracting Officer.

2. The Architect-Engineer shall furnish sufficient technical, supervisory and administrative personnel to insure the prosecution of the work in accordance with the approved progress schedule.

ARTICLE I-E- Period of Service

1. The Architect-Engineer shall complete all work and services under Title I of this contract, except work and services required under Article I-B, sections 11 and 12, within **SIXTY** days.

ARTICLES I-F - Payment

1. In consideration of the performance of his undertakings under this Title I the Architect-Engineer shall be paid the sum of **TWENTY NINE THOUSAND, EIGHT HUNDRED SIXTY FIVE DOLLARS AND SIXTY CENTS.**

(\$ **29,865.60**), which shall constitute complete payment for all services required to be performed under this Title I and all expenditures which may be made and expenses incurred except as are otherwise expressly provided herein.

TITLE II

At any time prior to six months after satisfactory completion and acceptance of the work and services to be furnished under Title I except Article I-B, sections 11 and 12, the State, at its option, may direct, by a written order, the Architect-Engineer to perform the work and service provided under this Article II. Upon receipt of such direction, the Architect-Engineer shall proceed with such work and services.

ARTICLE II-A - Services to be furnished by Architect-Engineer

The Architect-Engineer shall perform the following services:

1. Furnish all governing lines, bench marks and grades essential to the construction of the project.

2. Furnish personnel to supervise the construction to assure that every part of the work is done in accordance with the approved drawings and specifications and within the areas and boundaries designated for the project. The Architect-Engineer will furnish inspection services ~~for the duration of the~~ **DURING THE CONSTRUCTION OF THIS PROJECT AND AS REQUIRED BY THE CONTRACTING OFFICER.**

3. Make all field tests at the site of the work and report to the Contracting Officer in writing as to the conformity or nonconformity of the materials and equipment and workmanship to specifications. ~~The Architect-Engineer shall evaluate reports on such other tests of material and equipment as may be required by the Contracting Officer, but the cost of such tests shall be borne by the State.~~

4. Prepare, with the assistance of the Contractor, labor estimates showing the approximate numbers, trades and dates required to meet the approved construction schedule.

5. Prepare weekly progress reports in approved form showing the progress of the construction work and any deviation from the approved construction schedule.

6. Prepare, when required by the Contracting Officer, the partial and final construction estimates for payment.

7. Without additional compensation the Architect-Engineer or any member of the organization, when requested, shall consult and advise with the Contracting Officer on any question which may arise in connection with the work under this contract.

8. Upon termination or completion of this contract as determined by the Contracting Officer, and before final payment, the Architect-Engineer shall:

a. Prepare record drawings to show construction as actually accomplished. These record drawings shall be prepared by correcting drawings as prepared for construction purposes or, where construction drawings cannot be satisfactorily revised for record purposes, by preparation of appropriate new drawings. All such new drawings shall be prepared in pencil on tracing paper or pencil tracing cloth of approved quality.

b. Assist the Contracting Officer in the preparation of the completion report for the project.

c. Supervise the testing or operating units to assure their conformance with specifications and furnish all engineering services necessary to secure such conformance.

d. Prepare instructions for the proper operation and maintenance of all utilities and operating equipment designed by the Architect-Engineer.

9. At a time specified by the Contracting Officer, before the contractor's one-year guarantee period expires, the Architect-Engineer will visit the site

with the Contracting Officer or his representative to determine that any deficiencies in material or workmanship which may have developed have been corrected and that all requirements of the guarantee have been met.

ARTICLE II-B - Period of Service

1. The period of service of the Architect-Engineer under Title II of this contract shall be for the duration of the ~~MINIMUM PERIOD OF SERVICE~~ **CONSTRUCTION OF THIS PROJECT.**

ARTICLE II-C - Payment

1. In consideration of the performance of his undertakings under this Title II the Architect-Engineer shall be paid the sum of **NINE THOUSAND, NINE HUNDRED FIFTY FIVE DOLLARS AND TWENTY CENTS** Dollars (\$ **9,955.20**), which shall constitute complete payment for all services required to be performed under this Title II and all expenditures which may be made and expenses incurred except as are otherwise provided herein.

TITLE III

The provisions of this Title shall apply to the entire contract, to wit: to Title I and likewise to Title II, should Title II become operative as provided herein.

ARTICLE III-A - Method of payment

1. Estimates shall be made monthly of the amount and value of the work and services performed by the Architect-Engineer under this contract.

2. Upon approval of such estimate by the Contracting Officer, payment upon vouchers approved by the Contracting Officer shall be made to the Architect-Engineer as soon as practicable of 90% of the amount as determined above, less all previous payments.

3. In the event that the State does not exercise the option under Title II of this contract within 30 days after the satisfactory completion and acceptance by the Contracting Officer of the work done by the Architect-Engineer under Article I-B, sections 1 through 10 inclusive, the Architect-Engineer shall be paid the unpaid balance of any money due for work done under said sections.

4. Upon satisfactory completion of construction work and its final acceptance the Architect-Engineer shall be paid any unpaid balance of any money due hereunder. Prior to such final payment under the contract, or prior to settlement upon termination of the contract, and as a condition precedent thereto the Architect-Engineer shall execute and deliver to the Contracting Officer a release of all claims against the State arising under or by virtue of this

contract, other than such claims, if any, as may be specifically excepted by the Architect-Engineer from the operation of the release in stated amounts to be set forth therein.

ARTICLE III - B - Drawings and other Data to Become Property of State

1. All notes, designs, drawings, specifications and other technical data are to become the property of the State on completion as outlined in this contract, and the State shall have full right to use those instruments for the purpose of constructing under contract or otherwise any buildings or other structures for the sole use of the State when and where the State may designate, without any claim on the part of the Architect-Engineer for additional compensation.

2. All notes, designs, drawings, specifications and other technical data concerning the project shall be delivered to the State whenever requested by the Contracting Officer, and, furthermore, access to such data shall be restricted to trusted and duly authorized representatives of the State and the Architect-Engineer.

ARTICLE III-C - Contracting Officer's Decisions

1. The extent and character of the work to be done by the Architect-Engineer shall be subject to the general supervision, direction, control and approval of the Contracting Officer to whom the Architect-Engineer shall report and be responsible. In the event that there should be any dispute with regard to the extent and character of the work to be done, the decision of the Contracting Officer shall govern, but the Architect-Engineer shall have the right of appeal as provided in Article III-D.

ARTICLE III - D - Disputes

1. Except as otherwise specifically provided in this contract, and except as otherwise specifically provided by the State procedure for arbitration or other State procedure established by State law, any disputes concerning a question of fact arising under this contract, which is not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and send by registered mail, return receipt requested, a copy thereof to the contractor at his address shown herein. Within thirty (30) days from the date of receipt of such copy the Architect-Engineer may appeal in writing to the Governor, State of South Carolina, whose written decision thereon, or that of his designated representative or representatives, shall, unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence, be final and conclusive; provided, that if no such appeal is taken the decision of the Contracting Officer shall be final and conclusive. The Governor, State of South Carolina, may designate an individual or individuals other than the Contracting Officer, or a board, as his authorized representative to determine appeals under this Article. In connection with any appeal proceeding under this clause, the

contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision. Any sum or sums allowed to the Architect-Engineer under the provisions of this Article or under the State arbitration proceedings or under other State procedure shall be paid subject to the approval of the Chief, National Guard Bureau as part of the cost of the work herein contracted for and shall be deemed to be within the contemplation of this contract.

ARTICLE III - E - Changes

1. The Contracting Officer may at any time, by a written order, make any changes within the general scope of this contract in the work and services to be performed. If such changes cause an increase or decrease in the services required under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim for adjustment under this article must be asserted within 30 days from the date the change is ordered; provided, however, that the Contracting Officer, if he determines that the facts justify such action, may receive and consider, and with the approval of the Chief, National Guard Bureau or his duly authorized representative, adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Article III-D, but nothing provided in this Article shall excuse the Architect-Engineer from proceeding with the prosecution of the work so changed.

ARTICLE III - F - Termination

1. The State may terminate this contract at any time and for any cause by a notice in writing from the Contracting Officer to the Architect-Engineer. Upon receipt of such notice the Architect-Engineer shall, unless the notice directs otherwise, immediately discontinue all work.

2. If the contract is terminated for the convenience of the State, payment to the Architect-Engineer will be made promptly for this proportion of the services required under the contract which the work actually performed bears to the total work required under the contract, less any payments previously made.

3. If this contract is terminated because of the failure on the part of the Architect-Engineer to fulfill his undertakings under this contract, the State may take over the work and prosecute the same to completion by contract or otherwise, and the Architect-Engineer shall be liable to the State for any excess cost occasioned to the State thereby.

ARTICLE III - G - Covenant Against Contingent Fees

1. The Architect-Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Architect-Engineer for the purpose of securing business. For breach or violation of this warranty the Government or State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE III - H - Officials not to Benefit

1. No member of or delegate to Congress or resident commissioner or State official or State employee shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE III - Assignment of Claims

1. Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended, (31 U. S. Code 203, 41 U. S. Code 15), if this contract provides for payments aggregating \$1,000 or more, claims for money due or to become due the Architect-Engineer from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal Lending agency, and may thereafter be further assigned and re-assigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Notwithstanding any provisions of this contract, payments to an assignee of any moneys due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off.

2. In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential," be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same: Provided, that a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

ARTICLE III-J - Convict Labor

1. In connection with the performance of work under this contract, the Architect-Engineer agrees not to employ any person undergoing sentence of imprisonment at hard labor.

ARTICLE III-K - Dismissals

1. Should the continued employment, under this contract, of any person in the Architect-Engineer's organization be deemed by the Contracting Officer to be prejudicial to the interests of the Government or State that person shall be immediately removed from the work. The Architect-Engineer shall make every reasonable effort in the selection of his employees and in the prosecution of the work under this contract to safeguard all drawings and specifications and to prevent the theft or unauthorized use of the same.

ARTICLE III-L - Workman's Compensation Laws

1. The Act of June 25, 1936 (49 Stat. 1938, 1939; 40 U.S.C. 290), provides that the several states have authority to make their Workmen's Compensation Laws applicable to contracts for the construction, alteration or repair of a public buildings or public work of the United States, and the several states are vested with the power and authority to enforce such state laws on lands of the United States.

ARTICLE III-M - Accident Prevention

1. The Architect-Engineer will maintain an accurate record of, and will report to the Contract Officer in the manner and on the forms prescribed by the Contracting Officer, all causes of death, occupational disease, and traumatic injury arising out of or in the course of employment on work under this contract.

ARTICLE III-N - Nondiscrimination in Employment

1. In connection with the performance of work under this contract, the Architect-Engineer agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Architect-Engineer agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notice to be provided by the Contracting Officer setting forth the provisions of the nondiscrimination clause.

2. The Architect-Engineer further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

ARTICLE III-O - Definitions

As used throughout this contract, the following terms shall have the meaning set forth below:

1. The term "Secretary" means the Secretary, the Under Secretary, or any Assistant Secretary of the Department of the Army and the head of any assistant head of the executive agency; and the term "his duly authorized representative" means any person or persons or board (other than the contracting officer) authorized to act for the Secretary of the Army.

2. The term "contracting officer" means the person executing this contract on behalf of the State and any other officer or civilian employee who is properly designated contracting officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a contracting officer acting within the limits of his authority.

3. The term "Government" means the United States and any Department head thereof.

4. The term "State" means the State, Territory, District of Columbia or the Commonwealth of Puerto Rico which is the party to this contract.

5. The term "Governor" means the Governor of the State or his duly appointed representative (other than the contracting officer).

ARTICLE III-P - Approval

1. This contract shall be subject to the written approval of the Chief, National Guard Bureau, or his duly authorized representative and shall not be binding until so approved.

ARTICLE III-Q - Examination of Records

1. The Architect-Engineer agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Architect-Engineer involving transactions related to this contract.

2. The Architect-Engineer further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees

that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontract, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (i) purchase orders not exceeding \$2,500 and (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

ARTICLES III-R - Gratuities

1. The State may, by written notice to the Architect-Engineer, terminate the right of the Architect-Engineer to proceed under this contract if it is found, after notice and hearing, by the Secretary or Governor or the duly authorized representative of either, that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Architect-Engineer, or any agent or representative of the Architect-Engineer to any officer or employee of the Government or State with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract; Provided, That the existence of the facts upon which the Secretary or Governor or the duly authorized representative of either makes such findings shall be in issue and may be reviewed in any competent court.

2. In the event this contract is terminated as provided in paragraph 1 hereof, the State shall be entitled (i) to pursue the same remedies against the Architect-Engineer as it could pursue in the event of a breach of the contract by the Architect-Engineer, and (ii) as a penalty in addition to any other damages of which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or Governor or the duly authorized representative of either) which shall be not less than 3 nor more than 10 times the cost incurred by the Architect-Engineer in providing any such gratuities to any such officer or employee.

3. The rights and remedies of the State or the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

ARTICLE III-S - Payment Escalation

1. The sums noted for payment in Article I-F and Article II-C are estimated amounts and do not constitute the amount which the Architect-Engineer shall receive as a fee. The Architect-Engineer's fee for all services under this contract, Title I and Title II combined, shall be a sum determined upon a certain percentage of the lowest acceptable responsible bid under the construction contract. Such percentage shall be established in accordance with the attached chart entitled "Uniform Standards for the Payment of Architect-Engineer Services". The Federal share of the Architect-Engineer fee shall be based upon the established percentage of the Federal participation in the construction contract at the time of approval of the award. In the event the Federal or State Governments abandon the project and a contract for the building is not awarded, the Architect-Engineer's fee for Title I shall be computed on the lowest bid received or if bids have not been received, then upon a reasonable estimate of the cost of the building as determined by the Contracting Officer, but not to exceed the amount established by the contract.

ARTICLE III-T - Alterations

The following alterations have been made in the provisions of this contract.

- (1) Article III-N - Nondiscrimination in Employment, page 12 is deleted and Equal Opportunity Clause (1974 APR) inserted herein as pages 15A and 15B.**
- (2) Certification of Nonsegregated Facilities (1970 AUG) is added as page 15C.**
- (3) Affirmative Action for Handicapped Workers (MAY 76) is added as page 15D.**
- (4) Article III-D - Disputes is deleted.

7-607.13 Equal Opportunity Clause.

EQUAL OPPORTUNITY (1974 APR)

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch.60).)

During the performance of this contract, the Architect-Engineer agrees as follows:

(a) The Architect-Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Architect-Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Architect-Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Architect-Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Architect-Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Architect-Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Architect-Engineer's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Architect-Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Architect-Engineer will furnish all information and reports required by Executive Order 11264 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Architect-Engineer's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Architect-Engineer may be declared ineligible for further Government contracts, in accordance with

7-607.13 Equal Opportunity Clause.

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(b) The Architect-Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Architect-Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Architect-Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Architect-Engineer's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Architect-Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Architect-Engineer will furnish all information and reports required by Executive Order 11264 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Architect-Engineer's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Architect-Engineer may be declared ineligible for further Government contracts, in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule or regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Architect-Engineer will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204, of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Architect-Engineer will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the Architect-Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Architect-Engineer may request the United States to enter into such litigation to protect the interests of the United States.

(end of clause)

CERTIFICATION OF NONSEGREGATED FACILITIES (1970 AUG)

(Applicable to contracts, subcontracts, and to agreements with applicants who are themselves performing Federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause). By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (May 1976)

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon either physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant order of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the contractor's noncompliance with the requirements of this clause, action for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written:

THE STATE OF South Carolina

By R. L. McCrady
R. L. McCrady
MAJOR GENERAL, SCARNG
THE ADJUTANT GENERAL
(Official Title)

Witness as to signature
of Architect-Engineer

DEMOSTHENES, McCREIGHT, & RILEY, AIA
(Architect-Engineer)

By Charles McCright
202 WEST CALHOUN ST.
SUMTER, SOUTH CAROLINA 29150
(Business Address)

(Address)

(Address)

I

Certify that I am the
Secretary of the corporation named as Architect-Engineer herein; that
who signed this contract on behalf
of the Architect-Engineer was then of
said corporation; that said contract was duly signed for and on behalf of
said corporation by authority of its governing body and is within the scope
of its corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal
of said corporation this day of

19

(Corporate Seal)

.....

(..... Secretary)

I hereby certify that, to the best of my knowledge and belief, based
upon observation and inquiry, , who
signed this contract for
had authority to execute the same, and is the individual who signs similar
contracts on behalf of this corporation with the public generally.

.....
(Contracting Officer)

11 May 1971

NATIONAL GUARD BUREAU
 UNIFORM STANDARDS FOR THE PAYMENT OF ARCHITECT-ENGINEER SERVICES
 FOR ARMY NATIONAL GUARD ARMORY AND NON-ARMORY PROJECTS

LOWEST RESPONSIBLE BID (Not Total Construction Cost)			New Work		Site Adaptation			
			Total	Title 1	Title 11	Total	Title 1	Title 11
			(a)	(b)75	(c)25	(d)	(e)	(f)
\$	50,000	and less	6.3%	4.73	1.57	4.8	2.73	1.57
Over	50,000	" under \$ 75,000	6.2	4.65	1.55	4.2	2.65	1.55
	75,000	" " 100,000	6.1	4.58	1.52	4.1	2.58	1.52
	100,000	" " 125,000	6.0	4.50	1.50	4.0	2.50	1.50
	125,000	" " 150,000	5.9	4.42	1.47	3.9	2.43	1.47
	150,000	" " 200,000	5.8	4.35	1.45	3.8	2.35	1.45
	200,000	" " 250,000	5.7	4.28	1.42	3.7	2.28	1.42
	250,000	" " 350,000	5.6	4.20	1.40	3.6	2.20	1.40
	350,000	" " 450,000	5.5	4.13	1.37	3.5	2.13	1.37
	450,000	" " 550,000	5.4	4.05	1.35	3.4	2.05	1.35
	550,000	" " 700,000	5.3	3.98	1.32	3.3	1.98	1.32
	700,000	" " 1,000,000	5.2	3.90	1.30	3.2	1.90	1.30
	1,000,000	" over	5.1	3.83	1.27	3.1	1.83	1.27

NEGOTIATED

APPENDIX A

REQUIREMENTS: ARCHITECT-ENGINEER

1. The Architect-Engineer will furnish a vicinity sketch. This sketch will show the general area surrounding the plot on which the proposed structure will be erected. If zoning regulations prevail in the locality, the particular classification applicable to the city shall be stated.

2. The "Plot Plan" will be submitted to show the location of the proposed structure and all improvements and utilities such as gas, water, and sewerage lines and electric light and power distribution lines. A base line will be established and the ground elevations should be plotted on the plan in two-foot contours within the building area. Elsewhere on the site, contours may be plotted at greater intervals, but in sufficient detail to show the general topography in relation to the proposed building site and approaches. Indicate in outline all required walks, roads, and parking areas, and fencing.

3. Site Survey Certificate. The Site Survey Certificate will be furnished by the Architect-Engineer and will certify that the site is suitable for the erection of an armory building as planned, that the bearing capacity of the undisturbed soil is about 4,000 pounds per square foot, and that "subsoil conditions are such as to safely permit the carrying of this load per square foot at the planned elevation of the foundation footings.

4. After the preceding requirements have been completed, the Architect-Engineer will be authorized to prepare and submit preliminary plans and specifications for review and approval. These plans will designate each functional area and if more than one unit, detachment or headquarters is to occupy the armory, each area will be clearly marked showing the purpose for which it will be used and the unit which will use it. As a guide for use in the preparation of these plans and specifications, criteria approved by the Department of Defense governing space and construction materials as contained in Tables 1, 2, and 3, NGB Pamphlet 74-1, will be followed. The office of the Secretary of Defense has emphasized that the expanded space criteria were established to meet existing requirement with respect to the particular armory, and has called particular attention to the fact that "USE OF FULL MAXIMUM ALLOWANCES IS PERMISSIVE RATHER THAN MANDATORY". A chart on the first sheet of the preliminary plans, as well as final plans, will show space criteria, both authorized and actual. Three sets of preliminary plans and specifications will be submitted to The Adjutant General, State of South Carolina.

5. The Adjutant General will return one (1) set of the preliminary plans and specifications indicating, as appropriate: approval; suggested changes which must be accomplished. The Architect-Engineer will then be authorized to proceed with the preparation of the final and detailed working drawings, specifications, advertisement and bidding documents.

1. Armory Location:

2. Unit(s):

3. Description of Project:

a. New Plan

b. Site Adaption

(1) Where used before

c. Other (Expansion, rehabilitation, etc)

4. Building Size (Interior exclusive of circulation) _____ sq ft

9/29/76

OK
M-GP
ST RD

EXHIBIT IV

9/29/76

SOUTH CAROLINA STATE HOUSING AUTHORITY
ARCHITECTURAL FIRMS SELECTED AND RECOMMENDED BY
THE SELECTION COMMITTEE

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

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	3	Pearlstine/Anderson Architects

M-1

The State of South Carolina

→ File
B+C meeting 9/29/76
with Exhibit IV



Office of the Attorney General

M. ELIZABETH CRUM
ASSISTANT ATTORNEY GENERAL

WADE HAMPTON OFFICE BUILDING
POST OFFICE BOX 11549
COLUMBIA, S. C. 29211
TELEPHONE 803-758-3970
October 1, 1976

DANIEL R. McLEOD
ATTORNEY GENERAL

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

Re: Contract between State Housing Authority
and Carlisle and Love, Architects

Dear Steve:

As per our meeting this morning, the following is a suggestive paragraph for Article 3 of the "Standard Form of Agreement between Client and Architect" between the above referenced parties. I have showed this proposed change to Mr. McPherson, the State Engineer. The proposed change is as follows:

compensation in an amount as approved by the mortgagee, the Farmers Home Administration, and in no instance greater than 4 1/2% for design and 1% for inspection services. Both parties hereto agree that any fees for services rendered pursuant to this contract do not become due and payable until such time as a contract

Mr. L. Steve Mayfield
October 1, 1976
Page Two

for construction of the Project is executed. It is further agreed that in the event the mortgagee Farmers Home Administration fails to make funds available for the Project, the Client shall have the right to terminate this Agreement upon seven days' written notice to the Architect and no fees whatsoever shall be due or payable to the Architect.

Yours very truly,



M. Elizabeth Crum
Assistant Attorney General

MEC:hhh

cc: ✓ Honorable Bill Putnam
State Auditor



THE STANDARD FORM OF AGREEMENT
BETWEEN CLIENT AND ARCHITECT

THIS AGREEMENT

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

BY AND BETWEEN THE SOUTH CAROLINA STATE HOUSING AUTHORITY,

Columbia, South Carolina,

hereinafter called the Client, and

CARLISLE & LOVE, ARCHITECTS,

hereinafter called the Architect

WITNESSETH,

that whereas the Client intends to sponsor and cause to be constructed several multi-family and/or elderly housing developments in conjunction with the Farmers Home Administration Section 515/HUD Section 8 program in the Piedmont Area of the State,

hereinafter called the Project,

NOW, THEREFORE,

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

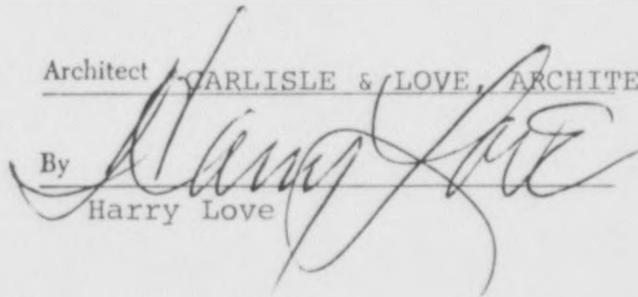
- ARTICLE 1. The Client and the Architect agree to the general terms, conditions and principles regarding services, compensation, and architect - client relations as recommended by the South Carolina Chapter, The American Institute of Architects and embodied in its publication entitled "Standards of Architectural Service", dated January, 1970, a copy of which is attached hereto and made a part of this Agreement.
- ARTICLE 2. The Architect agrees to provide applicable services as outlined in the above mentioned publication.
- ARTICLE 3. The Client agrees to pay the Architect for his services in accordance with applicable conditions set forth in the above-mentioned publication as follows:
- 3.1 For his Basic Services compensation in an amount as approved by the mortgagee and in no instance greater than 4½% for design and 1% for inspection services. It is agreed that this contract and fees for services rendered in connection are contingent on the availability of funds from the mortgagee.

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

Client S.C. STATE HOUSING AUTHORITY

Architect CARLISLE & LOVE, ARCHITECTS

By _____
L. Steve Mayfield

By 
Harry Love