

ARTICLE 14  
OTHER CONDITIONS OR SERVICES

1. Par. 1.3.3 is hereby amended to include the preparation and processing of routine Corps of Engineers permit applications as part of Basic Services (1.1).
2. Par. 1.3.15 - This work shall be part of Basic Services (1.1).
3. Par. 1.3.21 - Additional services not itemized under 1.3 shall not be recognized as such by the Owner unless authorized in writing prior to the performance of such services. Such authorization shall include a statement as to compensation therefor.
4. Par. 6.1.2 - Add the following: "The schematic design phase shall be compensated for by a lump sum payment of Six Thousand Dollars (\$6,000.00)."

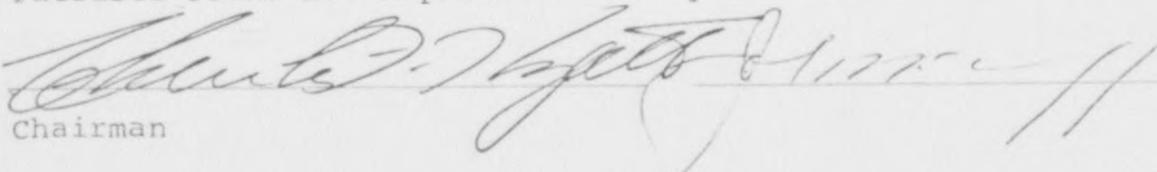
~~5. Par. 11.2.1 - Arbitration demands shall be cumulative; and all demands to be arbitrated in one action prior to final payment, unless otherwise mutually agreed to by the Owner and the Architect.~~

This Agreement executed the day and year first written above.

OWNER

ARCHITECT

Patriots Point Development Authority

  
Chairman

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ITEM I

PATRIOTS POINT

SUMMARY OF FACTORS RELATING TO ACQUISITION OF NS SAVANNAH

1. H. R. 8741 was introduced July 18, 1975, in the House of Representatives by Congressman Mendel J. Davis. S. 2142 was introduced July 21, 1975, in the Senate by Senator Thurmond, in cosponsorship with Senator Hollings. The Bills, which are essentially the same, authorize the Secretary of Commerce, within one year after enactment (1) to transfer the Savannah to the Patriots Point Development Authority without monetary consideration; and (2) to pay the reasonable cost of towing the vessel to a site at Patriots Point.
2. Studies for the Patriots Point Development Authority by Albert Levy Associates (June 1975) and Laventhol & Horwath, Certified Public Accountants (November, 1975 and January, 1976) concluded that the addition of the Savannah at Patriots Point is both desirable and feasible.
3. Agreement in principle apparently reached early in 1976 between the Maritime Administration and Patriots Point on the following key points:
  - (a) Maritime would lease the Savannah to Patriots Point for a nominal sum, as \$1 per year;
  - (b) Both parties would have right to terminate the lease at any time on one year's notice, after initial five-year period; and
  - (c) The U. S. would be responsible for disposing of the ship and any nuclear materials aboard upon termination of the lease.
4. A major point, not entirely resolved to the satisfaction of both parties, relates to the question of hull maintenance responsibility under the lease arrangement being pursued currently.
5. Preliminary estimate of the costs of installing the Savannah at Patriots Point is \$902,000 (by LBC&W, July, 1975).
6. Statement by Admiral Kossler at the February 20, 1976, Hearing on S. 2142 (Page 4):

"The Authority has endeavored to make it clear right from the beginning that no funds were available to the Authority to moor the Savannah at Patriots Point and therefore unless Federal funding approximating \$1 million was received it would not be possible to accept the Savannah."
7. An application to the Economic Development Administration (EDA) for \$814,450 of Federal funds was filed July 9, 1976 by the Authority. If received, these funds would be used to pay part of the costs of installing the Savannah at Patriots Point.

8. Updated and more precisely defined estimates of the costs of installing the Savannah at Patriots Point are needed by EDA and other potential funding sources. It is for this reason the Authority has selected the firm of Cummings and McCrady, Inc., to perform the design work required in connection with the docking facilities project for the Savannah.

ITEM II

PATRIOTS POINT

ESTIMATED PAID ATTENDANCE (A & B)

<u>Year Of Operation</u>	<u>Calendar Year</u>	<u>Without the N S Savannah(A)</u>	<u>With the N S Savannah(B)</u>
1	1976	300,000	360,000
2	1977	345,000	414,000
3	1978	400,000	480,000
4	1979	460,000	552,000
5	1980	530,000	636,000

Sources: (A) LBC&W March, 1974 Report to PPDA; (B) Laventhol & Horwath, CPA, November, 1975 Report to PPDA; as quoted in "Hearing...on S.2142," Page 42.

ITEM III

PATRIOTS POINT

VISITORS, TICKET SALES, SHIP STORE SALES

JANUARY THROUGH JULY 1976

<u>Month (1976)</u>	<u>Visitors</u>		<u>Sales</u>		
	<u>Total</u>	<u>Paid</u>	<u>Ticket</u>	<u>Ship Store</u>	<u>Total</u>
January	14,639	11,945	20,089.75	4,179.04	24,268.79
February	13,616	12,407	22,472.25	5,334.76	27,807.01
March	20,495	19,132	33,676.00	9,220.45	42,896.45
April	26,256	24,424	41,875.25	10,833.68	52,708.93
May	20,175	18,494	30,032.00	8,629.01	38,661.01
June	24,803	22,785	41,346.50	12,085.24	53,431.74
July	<u>39,185</u>	<u>36,002</u>	<u>65,201.00</u>	<u>20,593.79</u>	<u>85,794.79</u>
Total	<u>159,169</u>	<u>145,189</u>	<u>254,692.75</u>	<u>70,875.97</u>	<u>325,568.72</u>

Source: Patriots Point Operational Report No. 7

McI

B & C B & D v



State of South Carolina  
Patriots Point Development Authority  
On Charleston Harbor

July 15, 1976

Post Office Box 986  
Mt. Pleasant, South Carolina 29464  
803/884-2727

Honorable William T. Putnam, Secretary  
State Budget and Control Board  
Wade Hampton State Office Building  
Columbia, South Carolina 29201

RE: Selection of A&E for Patriots Point  
Development Authority

Dear Bill:

Pursuant to our telephone conversation of yesterday the following is supplied in support of the request of Patriots Point Development Authority for approval of selection of an A&E firm for the construction of docking facilities at Patriots Point.

1. List of all A&E firms responding to advertised notice (attached). Personal interviews with A&E representatives of the following firms were conducted by the Authority's Construction Committee:

1. CUMMINGS AND MCGRADY, INC.
2. Joint Proposal from PALMER & BAKER ENG INC,;  
LUCAS & STUBBS ASSOC LTD, AND WILBUR SMITH ASSO.
3. LOCKWOOD GREEN ENGINEERING.

2. The public notice (copy attached) was published in the Charleston News and Courier on June 2 and 3, 1976, and on the same dates in the Columbia State and Greenville News.

3. The only A&E firm retained by Patriots Point Development Authority in the past two years has been LBC&W, Inc., Columbia, S.C.

1357

Charles F. Hyatt, Chairman, Representing the Governor  
Charles T. Mauro, Representing Sen. Strom Thurmond  
J. E. Guerry, Jr., Representing Sen. Ernest F. Hollings  
Alex C. Crouch, V. Chairman, Representing Cong. James R. Mann  
A. Crawford Clarkson, Jr., Representing Cong. Floyd D. Spence  
Leroy H. Keyserling, Representing Cong. Mendel J. Davis

James T. Lazar, Representing Cong. Butler C. Derrick, Jr.  
J. Mat Hiers, Representing Cong. Kenneth L. Holland  
Horace L. Tilghman, Jr., Representing Cong. John W. Jenrette  
RADM Herman J. Kossler, USN (Ret), Executive Director  
CAPT. Audley H. McCain, USN (Ret), Assistant Director  
Frank K. Sloan, Legal Counsel

Honorable William T. Putnam, Secretary

July , 1976

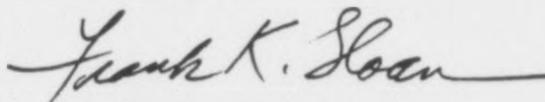
Page 2

4. Attached is a copy of the proposed contract to be entered into with CUMMINGS & MCGRADY, INC., upon approval by the Budget and Control Board.

5. The approved A&E firm will be used for the first phase of the proposed project, the design phase, and for the second phase, construction, if construction proves to be financially feasible.

Thank you for your kind assistance.

Sincerely,



Frank K. Sloan  
Legal Counsel

FKS:rm

encs.

cc: Hon. A. C. Crouch

RADM Herman J. Kossler

1358

MSD  
PATRIOTS POINT



State of South Carolina  
Patriots Point Development Authority  
On Charleston Harbor

July 6, 1976

Post Office Box 986  
Mt. Pleasant, South Carolina 29464  
803/884-2727

State Budget & Control Board  
Wade Hampton State Office Building  
Columbia, South Carolina 29202

Gentlemen:

Pursuant to S.C. Code Sections 1-453 to 1-460, Patriots Point Development Authority advertised in June in state wide newspapers for an Architectural & Engineering firm for future construction at Patriots Point.

As a result of this advertising 10 firms submitted resumes for consideration. The Engineering Committee of the Authority selected the three firms considered best qualified and scheduled these firms for interviews. Thorough inquiry was made into their capabilities and experience in areas in which the Authority was interested.

Based on information received and interviews of these three firms it is recommended that the State Budget & Control Board approve the employment of the firm of Cummings and McGrady, Inc., of Charleston, as the A&E to handle the next phase of Patriots Point Development.

The three firms in order of priority are:

1. CUMMINGS AND MCGRADY, INC.
2. Joint Proposal from PALMER & BAKER ENG INC.; LUCAS & STUBBS ASSOC LTD, AND WILBUR SMITH ASSOCIATES
3. LOCKWOOD GREEN ENGINEERING.

1359

Charles F. Hyatt, Chairman, Representing the Governor  
Charles T. Mauro, Representing Sen. Strom Thurmond  
J. E. Guerry, Jr., Representing Sen. Ernest F. Hollings  
Alex C. Crouch, V. Chairman, Representing Cong. James R. Mann  
A. Crawford Clarkson, Jr., Representing Cong. Floyd D. Spence  
Leroy H. Keyserling, Representing Cong. Mendel J. Davis

James T. Lazar, Representing Cong. Butler C. Derrick, Jr.  
J. Mat Hiers, Representing Cong. Kenneth L. Holland  
Horace L. Tilghman, Jr., Representing Cong. John W. Jenrette  
RADM Herman J. Kossler, USN (Ret), Executive Director  
CAPT. Audley H. McCain, USN (Ret), Assistant Director  
Frank K. Sloan, Legal Counsel

State Budget & Control Board  
July 6, 1976  
Page 2

When the scope of the contract has been determined it will  
be forwarded to the Budget & Control Board for approval.

Respectfully submitted,



Charles F. Hyatt  
Chairman

CFH:rm  
cc: State Engineer  
RADM Kossler

1300

THE FOLLOWING FIRMS HAVE SUBMITTED THEIR QUALIFICATIONS FOR CONSIDERATION AS THE A&E FOR PATRIOTS POINT.

NAME OF FIRM:

1. Century Southern Inc.  
842 East Wash St.  
P. O. Box 10342  
Greenville, S.C. 29603

REC 0940- 6-10-76

2. Enwright Associates  
P. O. Box 5287 Station B  
Haywood Road  
Greenville, S.C. 29606

RCE.1330 6-15-76

3. Russell and Axon  
114 W. Greenville, St.  
P. O. Box 1305  
Anderson, S.C. 29621

REC. 0945 6-16-76

4. Liles, Bissett & Carlisle  
Gervais At Sumter  
Columbia, S.C. 29202

REC. 0950 6-16-76

5. Bashor & Allen  
2720 Wade Hampton BLVD.  
Greenville, S.C. 29607

REC. 1010 6-16-76

6. Cummings & McGrady, Inc.  
293 East Bay Street  
P. O. Box 912  
Charleston, S.C. 29402

REC. 1025 6-16-76

NAME OF FIRM:

7. Lockwood Greene  
P. O. Box 491  
Spartanburg, S.C. 29301

REC. 0930 6-17-76

8. J. E. Sirrine Co.  
216 South Pleasantburg Drive  
P. O. Box 5456  
Greenville, S.C. 29606

REC. 1420 6-17-76

9. Palmer & Bakers Inc.  
Lucas and Stubbs Assoc LTD  
Wilbur Smith & Associates  
an Association  
8 Court House Square  
P. O. Box 691  
Charleston, S.C. 29402

REC. 1530 6-17-76

10. Jeffery M. Rosenblum, Patchen  
Mingleforff & Assoc, Inc.  
276 East Bay Street  
Charleston, S.C. 29402

11. Letter of Interest only  
REC. 1117 6-18-76  
Lafaye Assoc., Inc./ Henningson,  
Durham & Richardson, Inc. and  
Parsons Brinckerhoff, Quade and  
Douglas Joint.  
2500 Devine Street  
Columbia, S.C. 29205

The News and Courier

State of South Carolina }  
COUNTY OF CHARLESTON }

Personally appeared before me

J. Harris 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): June 2, 3, 1976

Subscribed and sworn to  
before me this 8th day  
of June  
A. D. 19 76

J. Harris

Frank W. Peters  
NOTARY PUBLIC, S. C.  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission expires September 9, 1984

INVITATION FOR SERVICES  
The Patriots Point Development Authority plans to interview A/E firms from the State of South Carolina for certain work at Patriots Point. The project consists of the design of ship berthing facilities with necessary shore-side utility systems and support structures. It is anticipated that the work will be done under a two phase contract, with concepts and cost estimates as the first phase, and construction documents and supervision as the second. Options for exercising the second phase of the contract shall remain with the Authority until satisfactory completion of the first phase. Interested firms are invited to submit brochures or other qualification material to the Executive Director of the Authority, Post Office Box 634, Charleston, South Carolina 29402, by not later than Friday, June 18, 1976. Of particular interest to the Authority will be a firm's experience in the design of harbor and marine projects. Based on the material submitted, certain firms will be selected for interview leading to final selection.  
Herman J. Kossler  
Executive Director

1362

E-1 \$561,550 Tower 183,500 Equipment & Supplies 571,000

Exhibit VII

9/7/76



## South Carolina ETV Network

drawer L - 2712 millwood avenue - columbia, south carolina 29250

September 1, 1976

HENRY J. CAUTHEN  
general manager

Mr. W. A. McInnis, Assistant State Auditor  
P. O. Box 11333  
Columbia, South Carolina 29211

Re: B & CB Project No. 39-9, Rock Hill Transmitting Tower  
and Building

Dear Bill:

In response to your request, I would like to submit a brief summary of the planned Rock Hill ETV transmitting station.

A small single story building of about 2,000 square feet is required to house the transmitting equipment. On July 16, 1976, we submitted, for the Boards consideration, the required list of architectural and engineering firms that we propose to engage for the building design and construction. This list was compiled in compliance with the Boards regulations. It is Board approval of the selection of the architect for this tower site technical building which is pending.

The station will be located in York county, near the city of Rock Hill, and will broadcast educational programs from the SCETV network over TV channel 30. It will cover the north central part of the state, particularly the counties of York, Lancaster, and Chester, an area that is not presently served by SCETV stations.

The Rock Hill station will be similar to the existing ETV stations in Charleston, Beaufort, Barnwell, Greenville, Columbia, Sumter and Florence. Future stations are planned for Conway, Spartanburg, Aiken, Orangeburg and Greenwood.

The Rock Hill and future stations are funded by capital improvement bonds as authorized by Act 1377, Acts of 1968 as amended.

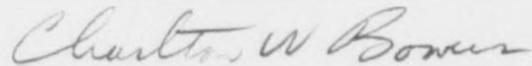
1363

Mr. W. A. McInnis  
September 1, 1976  
Page 2

A form E-1 was submitted for the Rock Hill station and was approved by the Budget and Control Board on June 6, 1976. The Board has also approved a contract for the construction of the transmitting tower and a contract for the supply of the transmitting equipment.

I hope that the above information answers any questions that you or the Board may have had concerning the Rock Hill ETV station, and I hope that the Board will be able to approve our selection of architectural and engineering firms at its September 7 meeting so that work on the project may proceed.

Yours truly,



Charlton W. Bowers  
Chief Engineer

mmd/

6

EDUCATIONAL TELEVISION COMMISSION

Capital Improvement Bond Funds totalling \$5,800,000 have been authorized for the expansion of open circuit transmission facilities, as follows:

Act 1555, Acts of 1972	\$ 3,600,000
Act 1294, Acts of 1974	<u>2,200,000</u>
Total	\$ <u>5,800,000</u>

As originally conceived, these funds were to finance the construction of open circuit stations in the following areas:

Aiken  
Beaufort  
Conway  
Greenwood  
Orangeburg  
Rock Hill  
Spartanburg  
Sumter

The Beaufort and Sumter stations are now in operation, leaving the six others listed yet to be constructed.

Act R706, Acts of 1976, made available to the Educational Television Commission a total of \$2,680,133.00 from the bond funds previously authorized.

Funds for the Rock Hill facility are included in the total made available by Act R706.





## South Carolina ETV Network

drawer L · 2712 millwood avenue · columbia, south carolina 29250

July 27, 1976

HENRY J. CAUTHEN  
general manager

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

Attention: Mr. Bill McInnis

Dear Bill:

This is in reference to our telephone conversation today concerning the Rock Hill Transmitting Tower and Building, Project No. 39-9.

The following were submitted for approval for the required services:

Architect: John Tabb Heyward/Thomas W. Salmons  
2320 Devine Street  
Columbia, S. C. 29205

Engineering: Walker Laboratories  
P. O. Box 5445  
Columbia, S. C. 29250

Land Surveying: Palmetto Engineering Company  
2105 Commerce Drive  
Interstate Park  
Cayce, S. C. 29033

Second and third choices were as follows:

Architects: Blume, Cannon & Ott, Architects  
2230 Devine Street  
Columbia, S. C. 29205

K. S. Espedahl, Architect  
1016 Woodrow Street  
Columbia, S. C. 29205

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Mr. Bill McInnis  
July 27, 1976  
Page 2

Engineering: Foundation Engineering Consultants  
P. O. Box 206  
Columbia, S. C. 29202

Land Survey: B. P. Barber & Associates, Inc.  
1516 Calhoun Street  
Columbia, S. C. 29202

Coastal Surveying Company  
P. O. Box 5924  
Hilton Head Island, S. C. 29928

Walker Labs and Foundation Engineering Consultants were the only responding firms for the engineering services.

Attached is a list of the other firms that responded for these services.

I trust this additional information is adequate. Thank you very much for your help.

Best regards,

*Gerald H. Warr*

Gerald H. Warr  
Transmission Engineer

wmd

Enclosure

ARCHITECTS, ENGINEERS & LAND SURVEYORS FOR - AIKEN, CONWAY & ROCK HILL

1. Paul E. Allen, Architect, Columbia, S.C.
2. Fellers & Associates, Architect, Beaufort, S.C.
3. Willis D. Corkern, Architects/Planners, Hilton Head Island, S.C.
4. Gerald E. Pusser, Land Surveyors, Florence, S.C.
5. Powell B. Harrison, Jr. Architects/Engineers, Columbia, S.C.
6. Palmetto Engineering Company, Engineers/Land Surveyors, Columbia, S.C.
7. Vickery/Allen/Bashor, Architects/Engineers/Planners, Greenville, S.C.
8. John Tabb Heyward, Jr./Salmons, Architect, Columbia, S.C.
9. Blume/Cannon/Ott, Architects, Columbia, S.C.
10. Walker Laboratories, Testing & Inspecting Engineers, Columbia, S.C.
11. Columbia Architectural Group, Engineers/Planners, Columbia, S.C.
12. Demosthenes/McCreight/Riler, AIA, Sumter, S.C.
13. Avent/Whitley, Architects/Engineers, Bennettsville, S.C.
14. B.P. Barber & Assoc., Inc., Engineers/Surveyors, Columbia, S.C.
15. McMillan Bunes Townsend & Bown, Architects/Engineers, Greenville, S.C.
16. Coastal Surveying Co., Inc., Surveying Consultants, Hilton Head; Columbia; Greenwood & Sumter
17. Tectonics Engineering Consultants, Engineering Consultants, Columbia, S.C.
18. Russell & Axon, Engineers/Planners/Architects, Anderson, S.C.
19. James W. Buckley & Assoc., Architects, Swainsboro, Georgia
20. Foundation Engineering Consultants, Inc., Soil Consulting/Test Engineers, Columbia, S.C.
21. Heaner Engineering Company, Inc., Greenwood, S.C.
22. William Bailey Kauric, Architect, Columbia, S.C.
23. K.S. Espedahl, Architect, Columbia, S.C.
24. Maynard Pearlstine/William Anderson, AIA Architects/Planners, Columbia, S.C.
25. Martin Braun Buckley, AIA, Columbia, S.C.
26. Jeffrey Marc Rosenblum, AIA, Charleston, S.C.
27. Associated Architects & Planners, Architects, Engineers & Surveyors, Columbia, S.C.
28. J. Alison Lee, Architect, AIA, Greenwood, S.C.
29. Design Collaborative, Inc., Columbia, S.C.



*Agenda*



## South Carolina ETV Network

drawer L · 2712 millwood avenue · columbia, south carolina 29250

July 16, 1976

HENRY J. CAUTHEN  
general manager

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

Re: Rock Hill Transmitting Tower and Building, Project No. 39-9.

Dear Mr. Putnam:

I am submitting the following names of architectural and engineering firms for approval to perform services required for planning and construction of the above referenced project.

- |              |   |
|--------------|---|
| Architect:   | John Tabb Heyward/Thomas W. Salmons<br>2320 Devine Street<br>Columbia, S.C. 29205           |
| Engineering: | Walker Laboratories<br>P.O. Box 5445<br>Columbia, S.C. 29250                                |
| Land Survey: | Palmetto Engineering Company<br>2105 Commerce Drive<br>Interstate Park<br>Cayce, S.C. 29033 |

These firms were selected in the following manner. A notice was published in THE STATE newspaper on April 25, 26 and 27, 1975, (copy attached), requiring that resumes from interested firms be submitted by May 15, 1975. A total of 29 firms submitted resumes. Before review of the resumes by our Staff could be completed, however, funding for the project was held up because of a limit on bonded indebtedness imposed by the legislature. Funds were released in June of 1976 and activity on the project was resumed.

Because of the time lapse since the submission of the original resumes, the State Engineers Office suggested that we send a letter to each of the submitting firms, offering them the opportunity to update their resumes. A copy of this letter is attached.

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Following receipt of these updates, our Engineering Staff held conferences with representatives from eight firms. The Staff reviewed each firm's qualifications, past performance, projected work load, and the volume of work previously awarded to the firm by this agency. Based on these reviews the firms most qualified to provide each of the required services were selected. Tentative contracts were then negotiated with each of these firms, and are herewith submitted for your approval.

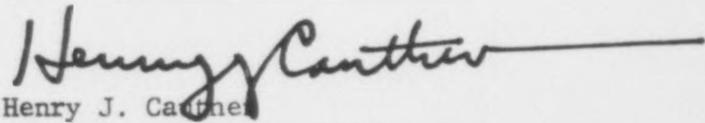
The other firms that were considered were:

- ✓ Blume, Cannon & Ott, Architects  
2230 Devine Street  
Columbia, S.C. 29205
- ✓ K.S. Espedahl, Architect  
1016 Woodrow Street  
Columbia, S.C. 29205
- ✓ Foundation Engineering Consultants  
P.O. Box 206  
Columbia, S.C. 29202
- ✓ B.P. Barber & Associates, Inc.  
1516 Calhoun Street  
Columbia, S.C. 29202
- ✓ Coastal Surveying Company  
P.O. Box 5924  
Hilton Head Island, S.C. 29928

Attached is a list of construction projects undertaken in the past two years.

Please call on me for any additional information required.

Sincerely,



Henry J. Cannon  
President & General Manager

attachments

tmc

1371

SOUTH CAROLINA EDUCATIONAL TV COMMISSION  
CONSTRUCTION PROJECTS

1. Sumter Television Tower & Building  
B & CB Project No. 39-6  
Construction Contract: \$90,071  
Architect: K.S. Espedahl  
Engineering: Foundation Engineering Consultants  
Land Survey: B.P. Barber & Associates
  
2. Beaufort Television Tower & Building  
B & CB Project No. 39-5  
Construction Contract: \$102,528.40  
Architect: K.S. Espedahl  
Engineering: Foundation Engineering Consultants  
Land Survey: B.P. Barber & Associates
  
3. Construction of new ETV facility  
B & CB Project No. 39-8  
Construction: Budget \$5,070,000 - no contract awarded to date  
Architect: Lyles, Bissett, Carlyle & Wolff

COLUMBIA NEWSPAPERS, INC.

Publishers of

The State  
Mornings and Sunday

AND

The Columbia Record  
Evenings

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

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

NOTICE TO ARCHITECTS, ENGINEERS AND LAND SURVEYORS -  
Design of three single story buildings, etc.

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

April 25, 26, 27, 1975

Carl M. Regal

Subscribed and sworn to before me  
this 28th day of April 1975.

Jo Atkins Notary Public

**NOTICE TO ARCHITECTS, ENGINEERS, AND LAND SURVEYORS**

The South Carolina Educational Television Commission requests the submission of a resume of qualifications by May 15, 1975 from Architectural, Engineering, and Land Surveying firms interested in performing any of the following services:

- Design of three single story buildings of approximately 2000 Sq. Ft. to house radio and television transmitting equipment.
- Perform soil test borings and make loading recommendations for television tower foundations.
- Perform land survey measurements to provide dimensional and profile data for construction of television towers.

Address replies to: Chief Engineer, South Carolina Educational Television Commission, P. O. Drawer L, Columbia, South Carolina 29250



8/11/76 Exhibit III  
Carried over  
to future meeting



## South Carolina ETV Network

drawer L - 2712 millwood avenue - columbia, south carolina 29250

HENRY J. CAUTHEN  
general manager

July 27, 1976

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

Attention: Mr. Bill McInnis

Dear Bill:

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Columbia, S. C. 29205

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P. O. Box 5445  
Columbia, S. C. 29250

Land Surveying: Palmetto Engineering Company  
2105 Commerce Drive  
Interstate Park  
Cayce, S. C. 29033

Second and third choices were as follows:

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Columbia, S. C. 29205

K. S. Espedahl, Architect  
1016 Woodrow Street  
Columbia, S. C. 29205

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Mr. Bill McInnis  
July 27, 1976  
Page 2

Engineering: Foundation Engineering Consultants  
P. O. Box 206  
Columbia, S. C. 29202

Land Survey: B. P. Barber & Associates, Inc.  
1516 Calhoun Street  
Columbia, S. C. 29202

Coastal Surveying Company  
P. O. Box 5924  
Hilton Head Island, S. C. 29928

Walker Labs and Foundation Engineering Consultants were the only responding firms for the engineering services.

Attached is a list of the other firms that responded for these services.

I trust this additional information is adequate. Thank you very much for your help.

Best regards,

*Gerald H. Warr*

Gerald H. Warr  
Transmission Engineer

mmd

Enclosure

ARCHITECTS, ENGINEERS & LAND SURVEYORS FOR - AIKEN, CONWAY & ROCK HILL

1. Paul E. Allen, Architect, Columbia, S.C.
2. Fellers & Associates, Architect, Beaufort, S.C.
3. Willis D. Corkern, Architects/Planners, Hilton Head Island, S.C.
4. Gerald E. Pusser, Land Surveyors, Florence, S.C.
5. Powell B. Harrison, Jr. Architects/Engineers, Columbia, S.C.
6. Palmetto Engineering Company, Engineers/Land Surveyors, Columbia, S.C.
7. Vickery/Allen/Bashor, Architects/Engineers/Planners, Greenville, S.C.
8. John Tabb Heyward, Jr./Salmons, Architect, Columbia, S.C.
9. Blume/Cannon/Ott, Architects, Columbia, S.C.
10. Walker Laboratories, Testing & Inspecting Engineers, Columbia, S.C.
11. Columbia Architectural Group, Engineers/Planners, Columbia, S.C.
12. Demosthenes/McCreight/Riler, AIA, Sumter, S.C.
13. Avent/Whitley, Architects/Engineers, Bennettsville, S.C.
14. B.P. Barber & Assoc., Inc., Engineers/Surveyors, Columbia, S.C.
15. McMillan Bunes Townsend & Bown, Architects/Engineers, Greenville, S.C.
16. Coastal Surveying Co., Inc., Surveying Consultants, Hilton Head; Columbia; Greenwood & Sum
17. Tectonics Engineering Consultants, Engineering Consultants, Columbia, S.C.
18. Russell & Axon, Engineers/Planners/Architects, Anderson, S.C.
19. James W. Buckley & Assoc., Architects, Swainsboro, Georgia
20. Foundation Engineering Consultants, Inc., Soil Consulting/Test Engineers, Columbia, S.C.
21. Heaner Engineering Company, Inc., Greenwood, S.C.
22. William Bailey Kauric, Architect, Columbia, S.C.
23. K.S. Espedahl, Architect, Columbia, S.C.
24. Maynard Pearlstine/William Anderson, AIA Architects/Planners, Columbia, S.C.
25. Martin Braun Buckley, AIA, Columbia, S.C.
26. Jeffrey Marc Rosenblum, AIA, Charleston, S.C.
27. Associated Architects & Planners, Architects, Engineers & Surveyors, Columbia, S.C.
28. J. Alison Lee, Architect, AIA, Greenwood, S.C.
29. Design Collaborative, Inc., Columbia, S.C.



*El agenda*



## South Carolina ETV Network

drawer L - 2712 millwood avenue - columbia, south carolina 29250

July 16, 1976

HENRY J. CAUTHEN  
general manager

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

Re: Rock Hill Transmitting Tower and Building, Project No. 39-9.

Dear Mr. Putnam:

I am submitting the following names of architectural and engineering firms for approval to perform services required for planning and construction of the above referenced project.

Architect:	John Tabb Heyward/Thomas W. Salmons 2320 Devine Street Columbia, S.C. 29205
Engineering:	Walker Laboratories P.O. Box 5445 Columbia, S.C. 29250
Land Survey:	Palmetto Engineering Company 2105 Commerce Drive Interstate Park Cayce, S.C. 29033

These firms were selected in the following manner. A notice was published in THE STATE newspaper on April 25, 26 and 27, 1975, (copy attached), requiring that resumes from interested firms be submitted by May 15, 1975. A total of 29 firms submitted resumes. Before review of the resumes by our Staff could be completed, however, funding for the project was held up because of a limit on bonded indebtedness imposed by the legislature. Funds were released in June of 1976 and activity on the project was resumed.

Because of the time lapse since the submission of the original resumes, the State Engineers Office suggested that we send a letter to each of the submitting firms, offering them the opportunity to update their resumes. A copy of this letter is attached.

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Following receipt of these updates, our Engineering Staff held conferences with representatives from eight firms. The Staff reviewed each firms qualifications, past performance, projected work load, and the volume of work previously awarded to the firm by this agency. Based on these reviews the firms most qualified to provide each of the required services were selected. Tentative contracts were then negotiated with each of these firms, and are herewith submitted for your approval.

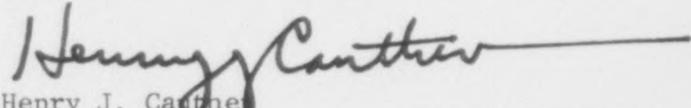
The other firms that were considered were:

- ✓ Blume, Cannon & Ott, Architects  
2230 Devine Street  
Columbia, S.C. 29205
- ✓ K.S. Espedahl, Architect  
1016 Woodrow Street  
Columbia, S.C. 29205
- ✓ Foundation Engineering Consultants  
P.O. Box 206  
Columbia, S.C. 29202
- ✓ B.P. Barber & Associates, Inc.  
1516 Calhoun Street  
Columbia, S.C. 29202
- ✓ Coastal Surveying Company  
P.O. Box 5924  
Hilton Head Island, S.C. 29928

Attached is a list of construction projects undertaken in the past two years.

Please call on me for any additional information required.

Sincerely,



Henry J. Canthel  
President & General Manager

attachments

tmc

SOUTH CAROLINA EDUCATIONAL TV COMMISSION  
CONSTRUCTION PROJECTS

1. Sumter Television Tower & Building  
B & CB Project No. 39-6  
Construction Contract: \$90,071  
Architect: K.S. Espedahl  
Engineering: Foundation Engineering Consultants  
Land Survey: B.P. Barber & Associates
  
2. Beaufort Television Tower & Building  
B & CB Project No. 39-5  
Construction Contract: \$102,528.40  
Architect: K.S. Espedahl  
Engineering: Foundation Engineering Consultants  
Land Survey: B.P. Barber & Associates
  
3. Construction of new ETV facility  
B & CB Project No. 39-8  
Construction: Budget \$5,070,000 - no contract awarded to date  
Architect: Lyles, Bissett, Carlyle & Wolff

COLUMBIA NEWSPAPERS, INC.

Publishers of

The State  
Mornings and Sunday

AND

The Columbia Record  
Evenings

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

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

NOTICE TO ARCHITECTS, ENGINEERS AND LAND SURVEYORS -  
Design of three single story buildings, etc.

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

April 25, 26, 27, 1975

Carl M. Regal

Subscribed and sworn to before me  
this 28th day of April 1975.

Jo Storkie Notary Public

**NOTICE TO ARCHITECTS, ENGINEERS, AND LAND SURVEYORS**

The South Carolina Educational Television Commission requests the submission of a resume of qualifications by May 15, 1975 from Architectural, Engineering, and Land Surveying firms interested in performing any of the following services:

Design of three single story buildings of approximately 2000 Sq. Ft. to house radio and television transmitting equipment.

Perform soil test borings and make loading recommendations for television tower foundations.

Perform land survey measurements to provide dimensional and profile data for construction of television towers.

Address replies to: Chief Engineer  
South Carolina  
Educational Television  
Commission,  
P. O. Drawer 1  
Columbia, South Carolina 29250

May 28, 1976

Re: Notice to Architects, Engineers and Land Surveyors  
appearing in "The State" newspaper, April 25, 26, 27, 1975.

Gentlemen:

Your firm was among the many who responded to the above notice that was initiated over a year ago.

The project called for the design of three single story buildings of approximately 2,000 sq. ft. to house radio and television transmitting equipment, the performance of soil test borings, and land survey measurements.

Because of tight fiscal conditions affecting State funded projects, progress on the projects has been delayed. However, we now anticipate that we will be able to resume work on these projects in the immediate future.

Because of the time lapse since your resumes were submitted, I would like to offer you an opportunity to update your resume before we begin our review.

If you wish to make any changes or additions to the material that you submitted originally please do so now.

All changes or additions must be received by my office or postmarked no later than June 15, 1976, to be considered.

Address replies to:

Chief Engineer  
South Carolina Educational TV Commission  
P. O. Drawer L  
Columbia, S. C. 29250

Yours truly,

*Charlton W. Bowers*  
Charlton W. Bowers  
Chief Engineer

mmd/

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# Walker Laboratories

TESTING AND INSPECTING ENGINEERS  
MAIN OFFICE AND LABORATORY  
COLUMBIA, S. C.

12 July 1976



South Carolina ETV Network  
P. O. Drawer L  
Columbia, South Carolina 29250

Attn: Mr. C. H. Bowers, Chief Engineer

Gentlemen:

In accordance with your request of July 9th, we are pleased to furnish the following unit fees for making soil borings and tests, site inspections of tower erection (soil, concrete and steel), making tests of concrete and soils, and checking of tower designs:

SOIL BORINGS:

Mobilization - Varies according to job location and size. Minimum for Columbia Area	\$ 75.00
Borings & Visual Classification, Per Foot	2.50
Standard Penetration Tests, Each	12.50
Analysis & Engineering Report - Varies with job size and complexity. Minimum Charge	70.00

TESTS:

Concrete Cylinders, FOB Laboratory, each	4.00
Soils - Proctor, Each - Standard: \$35.00; Modified: \$40.00	
Field Density - Sand, Water or Nuclear - Hourly Rates	
Unconfined Compression, FOB Lab., Each	20.00
Triaxial Test, FOB Laboratory, Each	165.00
Bolt Tightness - Hourly Rate	
X-Ray or Ultrasonic Tests of weldments - Hourly Rates	

INSPECTIONS & CONSULTATION: Hourly Rates

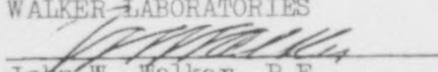
Engineer	\$30.00	) Overtime: 1½ x Reg. Rate
Senior Technician	16.00	
Technician	12.00	
X-Ray & Ultrasonic	18.00 + Film)	
Steel: Shop Inspection	13.50; Field - \$16.00)	
Bolt Tightness	16.00	)

Mileage - 18½¢ Per Car Mile

Lodging & Subsistence at current local rates - 0.80

If we can furnish additional information, please advise.

Very truly yours,  
WALKER LABORATORIES

  
John W. Walker, P.E.

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# Palmetto Engineering Company

ENGINEERS AND LAND SURVEYORS

2105 COMMERCE DRIVE

INTERSTATE PARK

CAYCE, S. C. 29033

July 15, 1976

Mr. Charles Bowers  
ETV Educational Television Center  
2712 Millwood Avenue  
Columbia, S. C. 29205

Dear Mr. Bowers:

I enjoyed meeting with you and your associate on July 8, 1976. This letter confirms the proposal of surveying services as discussed.

1. 4 Man Survey Crew @ \$33.00 per hour
2. 3 Man Survey Crew @ \$27.00 per hour
3. Draftsman @ \$14.00 per hour
4. Technician @ \$18.00 per hour

The surveying prices will include travel time to and from the subject projects. Should the crew be required to work several days on the same project, travel time will be related to overnight expenses. The least amount will be charged.

We look forward to being of service to you and will strive to make every effort to make our business relationship pleasant.

Very truly yours,

PALMETTO ENGINEERING COMPANY, INC.

Charles Moore  
President

CM/tlc

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*

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### AGREEMENT

made this **Fourteenth (14th)** day of **July** in the year of Nineteen  
Hundred and **Seventy-six**

**BETWEEN** the Owner: **South Carolina Educational Television Commission**

and the Architect:

**John Tabb Heyward, Jr., AIA & Thomas W. Salmons, III, AIA,  
Architects and Planners**

For the following Project:

(Include detailed description of Project location and scope)

**To build a single story building of approximately 2,000 sq. ft. to house radio and  
television transmitting equipment. The building is to be located near Rock Hill, S. C.**

**1384**

The Owner and the Architect agree as set forth below.

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	shall have a percentage fee in accordance with the attached schedule.	<del>XXXXXXXXXX</del>
Separate Stipulated Sum Construction Contracts	shall each have a percentage fee in accordance with the attached schedule.	<del>XXXXXXXXXX</del>
A Single Cost Plus Fee Construction Contract	not quoted.	<del>XXXXXXXXXX</del>
Separate Cost Plus Fee Construction Contracts	not quoted.	percent (    %)

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

- 1. Principals' time at the fixed rate of **thirty** dollars (\$**30.00**) per hour. For the purpose of this Agreement, the Principals are:

**John Tabb Heyward, Jr., AIA**  
**Thomas W. Salmons, III, AIA**

- 2. Employees' time (other than Principals) at a multiple of **two and one-half** ( **2.5** ) times the employees' Direct Personnel Expense as defined in Article 4.
- 3. Services of Professional consultants at a multiple of **one and three quarters** ( **1.75** ) times the amount billed to the Architect for such services.

C. AN INITIAL PAYMENT of **none required** 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.

# 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.

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##### 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.

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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.

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##### **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.

CORRECTION

## 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**

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- 20 percent if termination occurs during the Schematic Design Phase; or
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the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

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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.

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##### **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

It is hereby agreed that if the Owner should wish to use the plans prepared for this project to build other buildings at other sites and if there are no changes in the plans except with regard to site consideration, the Architect will provide him with the plans including the site revisions for 50% of the fee in accordance with the attached schedule for the first three phases or 75% of the Architectural services. The other two phases or remaining 25% of the Architectural services will be at the full fee in accordance with the attached schedule.

Under Article 11, sub paragraph 11.2 add the following new paragraph:

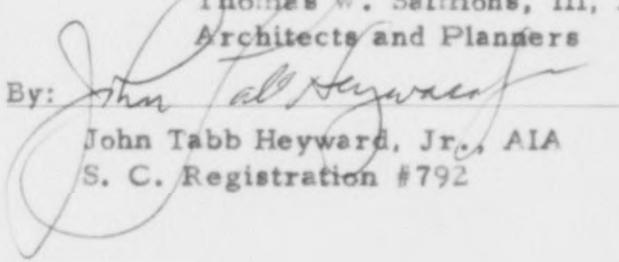
"11.2.1 Arbitration demands shall be accumulative; and all demands being arbitrated in one action prior to final payment unless otherwise mutually agreed to by the Owner and the Architect."

This Agreement executed the day and year first written above.

OWNER South Carolina Educational  
Television Commission

ARCHITECT John Tabb Heyward, Jr., AIA  
Thomas W. Salmons, III, AIA  
Architects and Planners

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

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

John Tabb Heyward, Jr., AIA  
S. C. Registration #792

JOHN TABB HEYWARD, JR., AIA  
 THOMAS W. SALMONS, III, AIA  
 ARCHITECTS AND PLANNERS  
 2320 DEVINE STREET  
 COLUMBIA, SOUTH CAROLINA 29205  
 TELEPHONE 771-4284

COMPENSATION AS A PERCENTAGE OF CONSTRUCTION COST FOR

Apartments	Hotels and Motels
Armories	*Office Buildings
Classroom Buildings	Parking Structures
Dormitories	Public Schools
Garages	*Stores
*Without tenant improvements	

\$ 50,000 and below	-----	8.5%
50,000 - 60,000		8.4%
60,000 - 70,000		8.3%
70,000 - 80,000		8.2%
80,000 - 90,000		8.1%
90,000 - 100,000		8.0%
\$ 100,000	-----	8.0%
100,000 - 110,000		7.9%
110,000 - 120,000		7.8%
120,000 - 130,000		7.7%
130,000 - 140,000		7.6%
140,000 - 150,000		7.5%
\$ 150,000	-----	7.5%
150,000 - 180,000		7.4%
180,000 - 210,000		7.3%
210,000 - 240,000		7.2%
240,000 - 270,000		7.1%
270,000 - 300,000		7.0%
\$ 300,000	-----	7.0%
300,000 - 340,000		6.9%
340,000 - 380,000		6.8%
380,000 - 420,000		6.7%
420,000 - 460,000		6.6%
460,000 - 500,000		6.5%

\$ 500,000	-----	6.5%
500,000 - 600,000		6.4%
600,000 - 700,000		6.3%
700,000 - 800,000		6.2%
800,000 - 900,000		6.1%
900,000 - 1,000,000		6.0%
\$ 1,000,000	-----	6.0%
1,000,000 - 1,100,000		5.95%
1,100,000 - 1,200,000		5.90%
1,200,000 - 1,300,000		5.85%
1,300,000 - 1,400,000		5.80%
1,400,000 - 1,500,000		5.75%
\$ 1,500,000	-----	5.75%
1,500,000 1,800,000		5.70%
1,800,000 2,200,000		5.65%
2,200,000 2,600,000		5.60%
2,600,000 3,000,000		5.55%
Above \$3,000,000	-----	5.5%

7  
COMMISSIONERS

James B. Edwards  
Governor

Hugh C. Lane  
Chairman

Hemphill Pride II  
Vice-Chairman

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



*Carried over*

*Exhibit VIII*  
*9/7/76*

L. Steve Mayfield  
Executive Director

MAIN OFFICE

Suite 1101  
1122 Lady Street  
Columbia, S. C. 29201  
(803) 758-2844

AREA OFFICE

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

SOUTH CAROLINA STATE HOUSING AUTHORITY

September 2, 1976

MEMO TO: State Budget and Control Board

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

SUBJECT: Selection of Architects

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

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

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

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

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

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

LSM:vpd

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

cc: Hugh C. Lane

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

## South Carolina State Housing Authority

ARCHITECTURAL FIRMS INTERVIEWED

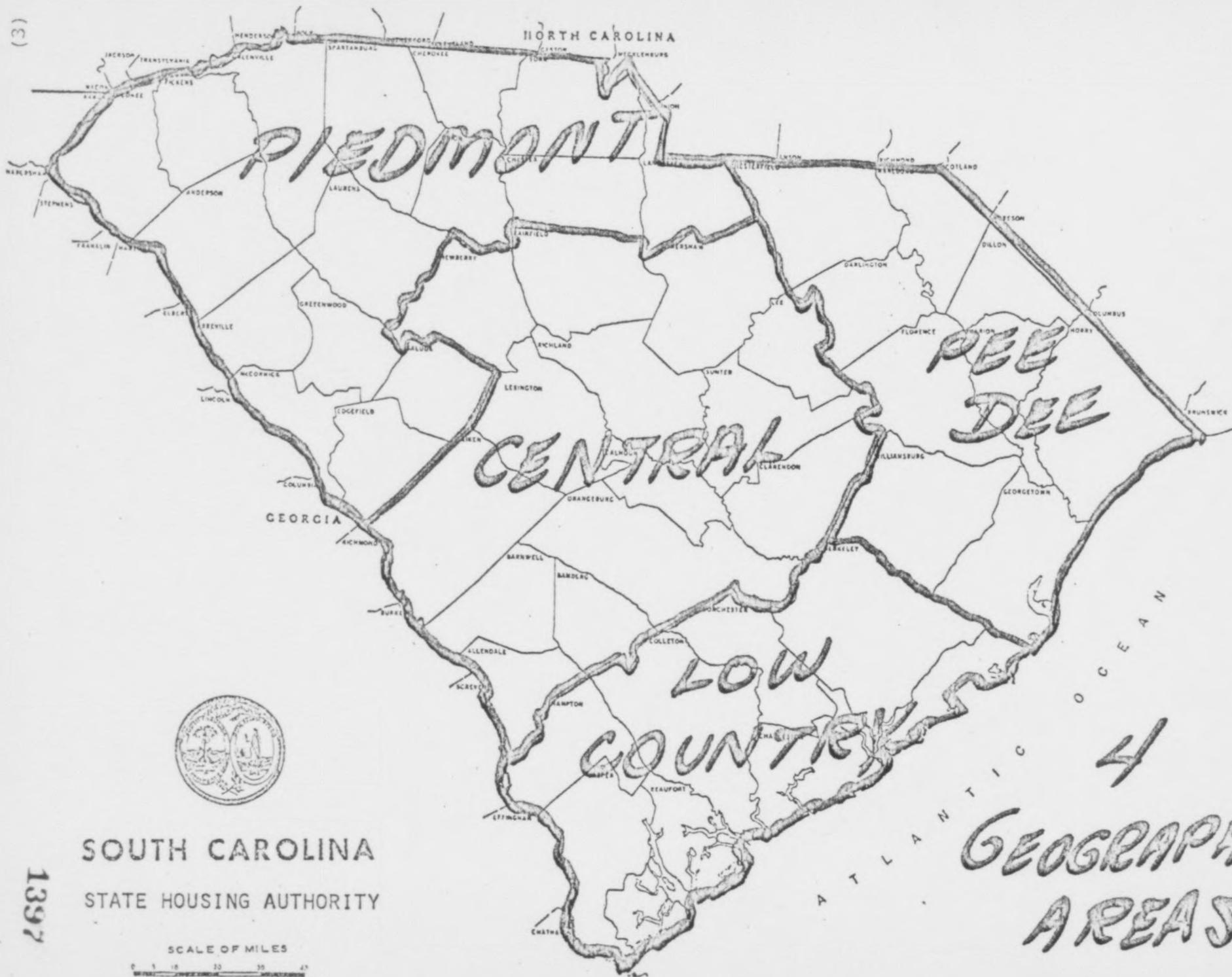
August 17, 1976

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

ARCHITECTURAL FIRMS SELECTED AND RECOMMENDED BY  
THE SELECTION COMMITTEE

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

(3)



SOUTH CAROLINA  
STATE HOUSING AUTHORITY

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4  
GEOGRAPHIC  
AREAS

(2)

(4)

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

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

\*/ As of August 26, 1976.

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

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(4)

COMMISSIONERS

James B. Edwards  
Governor

Hugh C. Lane  
Chairman

Hemphill Pride II  
Vice-Chairman

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



SOUTH CAROLINA STATE HOUSING AUTHORITY

July 26, 1976

L. Steve Mayfield  
Executive Director

MAIN OFFICE

Suite 1101  
1122 Lady Street  
Columbia, S. C. 29201  
(803) 758-2844

AREA OFFICE

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

TO: Architects on attached list

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

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

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

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

Best personal regards,

L. Steve Mayfield  
Executive Director

LSM:vpd

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

bc: State Auditor Bill Putnam

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ARCHITECTS

Mr. John A. Boudreaux, AIA  
 ARCHITECTS BOUDREAUX  
 2221 Devine St  
 Columbia, S. C. 29205  
 799-0247

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

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

---

Mr. Edgar A. Semchenko, AIA  
 BASHAR ALLEN & ASSOCIATES  
 2720 Wade Hampton Boulevard  
 Greenville, S. C. 29607  
 244-8344

---

Mr. Martin B. Buckley, AIA  
 BUCKLEY/NICHOLS, AIA  
 1724 Green Street  
 Columbia, S. C. 29201  
 799-8884

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Mr. Harry Love  
 CARLISLE & LOVE ASSOCIATES  
 710 Montgomery Building  
 Spartanburg, S. C. 29301  
 ...

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Mr. Allen S. Marshall, AIA  
 COLUMBIA ARCHITECTURAL GROUP, INC.  
 P. O. Box 11978  
 Columbia, S. C. 29211  
 252-9762

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Mr. O. B. Riley, AIA  
 DEMOSTHENES, McCREIGHT & RILEY, AIA  
 202 West Calhoun St  
 Sumter, S. C. 29150  
 773-3211

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Mr. William S. Dowis, Jr., AIA  
 WILLIAM S. DOWIS, JR. AIA  
 P. O. Box 368  
 Florence, S. C. 29501  
 669-5223

---

Mr. Robert H. Fellers, AIA  
 FELLERS & ASSOCIATES, ARCHITECTS  
 604 Bladen St, Suite B  
 Beaufort, S. C. 29902  
 524-2664

---

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

---

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

---

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

---

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

---

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

---

Mr. William B. Kauric, AIA  
 WILLIAM B. KAURIC, AIA  
 2210 Devine Street  
 Columbia, S. C. 29205  
 771-0417

---

Mr. J. Alison Lee, AIA  
 J. ALISON LEE, ARCHITECT  
 P. O. Box 3195  
 Greenwood, S. C. 29646  
 229-3709

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

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

---

Mr. John L. Mack, Jr.  
Director of Development  
LUCAS & STUBBS ASSOCIATES  
255 East Bay Street  
Charleston, S. C. 29401  
577-4444

---

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

---

Mr. Richard A. McGinty  
MCGINTY ASSOCIATES  
11 Lagood Road  
Hilton Head Island, S. C. 29928  
785-2444

---

Mr. James D. Miller  
JAMES D. MILLER & ASSOCIATES  
1010 East North Street  
Greenville, S. C. 29601  
242-0177

---

Mr. James L. Townsend, Jr. AIA  
McMILLAN BUNES TOWNSEND & BOWEN  
669 North Academy Street  
P. O. Box 1508  
Greenville, S. C. 29602  
242-3700

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Mr. David L. Narramore, AIA  
NOONAN ENGINEERS/ARCHITECTS  
P. O. Box 1388  
Greenville, S. C. 29602  
277-7950

---

Mr. Maynard Pearlstine  
PEARLSTINE/ANDERSON, ARCHITECTS  
3106 Devine Street  
Columbia, S. C. 29205  
779-5480

---

Mr. Richard R. Coulter  
RILEY BULTMAN COULTER ASSOCIATES  
6941 N. Trenholm Road - Suite Q2  
Columbia, S. C. 29206  
787-8290

---

Mr. Rufus D. Lewis, Jr., AIA  
Senior Director of Projects  
WILBUR SMITH & ASSOCIATES  
Bankers Trust Tower - P. O. Box 92  
Columbia, S. C. 29202  
779-6080

---

Mr. John A. Parillo, AIA  
STETSON ARCHITECTS/ENGINEERS  
33 Villa Road  
Greenville, S. C. 29607  
271-9570

---

Mr. Larry C. Timbes, Partner  
TIMBES & CLARK  
5001 North Kingshighway  
Rainbow Harbor - Suite 206  
Myrtle Beach, S. C. 29577  
449-5204

---

Mr. Wilber Tomberlin, AIA  
President  
TOMBERLIN & ASSOCIATES, INC.  
14 Perimeter Park - Suite 102  
Atlanta, Georgia 30341  
404/ 451-7531

---

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

---

7/26/76  
/vpd



# CENTRAL

ARCHITECT/ENGINEER *GEIGER, McELVEEN, KENNEDY*

Project No	E-1 Approved	Title	Construction Cost	Project Cost
9-90	1-21-72	STADIUM ROAD FACILITY	1 750 164.00	2 000 000.00
11-1	7-2-71	RECEPTION & EVALUATION CTR	928 800.62	1 092 613.10
21-45	1-24-71	WOMENS SECURITY COMPLEX	1 749 544.00	1 977 495.00
21-46	4-28-71	MEN'S MAXIMUM SECURITY COMPLEX, PH I	6 823 634.00	7 928 045.42
25-23	9-15-70	MARRIED STUDENT HOUSING	184 783.68	200 000.00
26-77	11-2-71	STUDENT HOUSING	241 372.90	276 000.00
26-80	7-26-72	ADDICTION CENTER	2 665 507.00	3 259 733.00
27-76	11-13-70	COLLEGE OF BUSINESS ADMIN.	2 397 574.00 4 274 870.10	5 350 000.00
43-2	8-4-71	CENTRAL ENERGY FACILITY	1 591 503.19	1 900 000.00
43-5	5-12-72	ADDN. WOMEN'S DORM	912 495.90	1 100 000.00
11-5	1-24-74	EAST CAMPUS FACILITIES	4 074 734.00	5 513 050.00
18-26	10-30-73	SCHOOL BLDG & LAUNDRY	1 270 684.50	1 475 000.00
19-71	1-23-74	ALLIED HEALTH SCIENCES	2 120 700.00	2 500 000.00
21-60	10-29-73	ADDN. ADMINISTRATION BLDG	1 419 296.42	1 626 002.50
25-27	10-25-73	MEN'S DORMITORY	1 590 543.68	1 722 287.20
44-3	2-19-74	ADULT ADJUSTMENT & TRAINING CENTER	2 356 577.00	2 970 000.00
21-62	5-2-74	MAXIMUM SECURITY - PH. II	2 661 724.00	3 643 000.00
25-28	10-29-73	NEW MARRIED STUDENTS HOUSING	404 420.19	451 000.00
32-37	12-9-74	NEW CENTRAL OFFICE BLDG - EMPLOYMENT SECURITY	3 736 992.12	4 500 000.00
21-84	3-17-75	WOMENS SECURITY COMPLEX - PH II	1 125 851.49	1 306 200.00
27-93	9-4-73	AUDITORIUM		6,200,000
11-7	2-2-76	COMMUNICATIONS SYSTEM - EAST CAMPUS	69 200.00	91 950
32-40	1-8-75	HEALTH & ENVIRON CONTROL LAB - STATE PARK	4 171 000.00	5 200 494.00
				<b>1403</b>

1976 total 49 059 822.09  
1974 total 21 217 478.61



MINUTES OF BUDGET AND CONTROL BOARD MEETING

SEPTEMBER 7, 1976 2:30 P. M.

The Budget and Control Board met at 2:30 p. m. on September 7, 1976, in the Governor's Conference Room with the following members in attendance:

Governor James B. Edwards  
Mr. Grady L. Patterson, Jr.  
Mr. Earle E. Morris, Jr.  
Mr. F. Julian LeaMond

Senator Rembert C. Dennis, recuperating from recent surgery, was absent.

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

The following items were considered during the regular session:

MINUTES OF PREVIOUS MEETINGS - Board members had been previously furnished with minutes of the meeting held on August 11, 1976 and of the continuation of the Executive Session portion of that meeting, conducted by telephone, which was completed on August 17, 1976. Upon a motion by Mr. LeaMond, the Budget and Control Board unanimously approved these minutes as written.

DIVISION OF GENERAL SERVICES - Mr. Furman McEachern, Director, and Mr. Rudy Counts, Assistant Director, of the Division of General Services, appeared before the Budget and Control Board to present the following matters:

A. LEGISLATIVE BUILDINGS - Mr. Counts opened the discussion of this item by pointing out that the interior designs of the Blatt and Gressette Buildings have been reworked due to changes in use and occupancy of the buildings. These buildings had been designed basically as general office space which does not meet special needs of the General Assembly. The reworking of the interior designs of these buildings has resulted in numerous specifications changes,

especially those relating to mechanical equipment. The Division of General Services has estimated that additional funding in the amount of approximately \$2,300,000 will be required to complete the construction of these buildings as modified. Mr. Counts also estimated that an immediate commitment of \$1,060,000 is required for "roughing-in" of plumbing, conduit and security systems in the Blatt Building and for changes in the Gressette Building. Members of the legislative committees involved had recommended that the Budget and Control Board authorize the Division of General Services to make these commitments on the assurance that the additional funding would be provided early in the 1977 session of the General Assembly.

Senator James Waddell and Representative Tom Marchant also appeared before the Board to discuss this matter and to recommend that the Board authorize these additional commitments on the assurance that the required funds would be authorized by the General Assembly at the next session. Senator Waddell and Representative Marchant pointed out that the changes being made to the two buildings are a result of ideas gained from visiting similar facilities in other states. In response to a question from Mr. Leamond, Senator Waddell indicated that members of the Senate had had ample opportunity to review and comment on the interior plans for the Gressette Building and Representative Marchant indicated that the plans for the Blatt Building had been circulated widely among House members. In response to a question from Mr. Morris, Senator Waddell expressed his complete confidence that the General Assembly would, at the next session, authorize the additional funding required to complete the two buildings as the plans are now modified.

Messrs. McEachern and Counts pointed out that contingency funds in the amount of \$400,000 are presently available from funds already

authorized for the two buildings and that this amount would be sufficient to cover work on the required revisions until January of 1977.

Following an extended discussion, the Budget and Control Board unanimously approved a motion by Mr. Patterson, seconded by Mr. Morris, authorizing the proposed reallocation of the \$400,000 of contingency funds presently available for the Blatt and Gressette Buildings.

B. PAYMENT OF FUNDED DEBT AND ORDINARY SINKING FUND NOTES - Mr. Counts recommended that Buildings and Grounds' reserve funds totaling \$300,095.02 be used to pay off the notes on certain non-income producing properties. Mr. Putnam pointed out that these funds were originally set up for the maintenance and renovation of buildings which are revenue producing and called attention to the Board's previous approval of the use of some of these funds on the Main Street Tunnel Project.

The Budget and Control Board approved a motion by Mr. Patterson, seconded by Mr. LeaMond, authorizing the use of these reserve funds to pay off the notes on the non-income producing properties enumerated on the list presented by the Division of General Services.

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

C. PRINTING EQUIPMENT - EMPLOYMENT SECURITY COMMISSION - In response to a request by the Employment Security Commission to lease certain copying machines including a Xerox Model 9200, the Division of General Services recommended that a Xerox 9200 be installed as part of the print shop operation and that the proposed small volume convenience copiers be installed, except that the Xerox 4000 should be replaced with the presently-leased IBM Copier II.

Upon a motion by Mr. Morris, seconded by Mr. Patterson, the Budget and Control Board approved the leases as recommended by the Division of General Services.

D. RIGHTS OF WAY EASEMENTS - CITY OF COLUMBIA - Mr. Counts indicated that the City of Columbia has designed new water lines to serve the Farrow Road and North Tower Complex areas which will improve fire protection for State properties in these areas and recommended that rights-of-way be granted for the construction of these lines. Mr. Counts noted that a small portion of the line in the Farrow Road area will cross properties under the jurisdiction of the Department of Mental Retardation and the Department of Mental Health but that the Boards of these agencies have not yet been contacted to secure their approval.

Upon a motion by Mr. LeaMond, seconded by Mr. Patterson, the Budget and Control Board approved the granting of the rights-of-way needed for the construction of water lines in the North Tower Complex and Farrow Road areas. The motion also provided that the Division of General Services notify the Departments of Mental Health and Mental Retardation of the Board's intention and that the approval of these agencies be obtained as required.

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

E. ACQUISITION OF SPOIL EASEMENT RIGHTS ON ORVIN PROPERTY, EDISTO ISLAND - Mr. Counts indicated that the U. S. Corps of Engineers requires a spoil area in order to dredge the Edisto River and recommended that the State acquire the necessary easements from the owners of the Orvin Properties for a tract approved for these purposes by all interested parties. Mr. McEachern recommended that a procedure previously approved by the Attorney General be followed in this instance, under which the State and the Orvin

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interests would agree to use the tract as a spoil area for twenty years, with payment for the easement to be made after that period of time in monies or by means of the exchange of properties.

The Budget and Control Board unanimously approved a motion by Mr. Patterson, seconded by Mr. Morris, authorizing the acquisition of the easement as recommended by the Division of General Services.

CLARK HILL AUTHORITY - PROPOSED LEASE WITH THE DEPARTMENT OF THE ARMY (CORPS OF ENGINEERS) AND PROPOSED MANAGEMENT AGREEMENT WITH MCCORMICK COUNTY PROPERTY BOARD - Mr. George N. Dorn, Jr., Executive Director; Mr. J. A. McAllister, Chairman; Mr. Julius H. Baggett, General Counsel; and Mr. O. Lee Sturkie, General Counsel-elect; of the Clark Hill Authority, appeared before the Budget and Control Board to discuss a proposed lease with the Corps of Engineers and a proposed management agreement with the McCormick County Property Board. In a preface to his review of the proposed agreements, Mr. Dorn pointed out that the principal objective of the Clark Hill Authority is to help stimulate private investment in its area. He noted that, in the nearly twenty-five years of the Clark Hill Reservoir's existence, only one small private investment has been made on the South Carolina side, a situation which Mr. Dorn attributed to the control of the Reservoir shoreline by the Corps of Engineers. Mr. Dorn emphasized that, in order that the situation might be changed significantly, private investment must be stimulated in the area.

Mr. Dorn indicated that the proposed lease with the Corps of Engineers covers approximately 1,000 acres of land for a base period of fifty years and that the lease, in effect, makes the Clark Hill Authority a public body on the land charged with the responsibility for handling private investment subleases of the land and with responsibility for managing the property. He also indicated that, if approved, the lease would make possible comprehensive private investments in the area for the first time. Mr. Dorn also

stated that the Authority anticipates an investment of between seven and eight million dollars of private funds during the first five years of development and that approximately \$3.5 million from various Federal sources plus about \$500,000 of State Capital Improvement Bond funds (to be requested) will be required to provide the basic infrastructure for the project.

Following a brief discussion, upon a motion by Mr. Morris, seconded by Mr. Patterson, the Budget and Control Board unanimously approved the execution of lease # DACW21-1-76-3350 between the Clark Hill Authority and the Department of the Army (Corps of Engineers) which covers approximately 1,000 acres of land in the Clark Hill area.

With regard to the proposed agreement with the McCormick County Property Board, Mr. Dorn pointed out that that Board has agreed to consider the exchange of certain properties in its ownership with the Corps of Engineers in order to facilitate the implementation of the Authority's Little River Master Plan. In turn, that Board has requested assistance from the Authority in managing other lands it owns as are outlined in the proposed management agreement. Mr. Dorn noted that the proposed agreement provides that the Clark Hill Authority would render and be reimbursed for the costs of a wide variety of services in connection with the management of those lands on behalf of the Property Board.

Upon a motion by Mr. LeMond, seconded by Mr. Patterson, the Budget and Control Board unanimously approved the execution of the management agreement between the Clark Hill Authority and the McCormick County Property Board.

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

SEWAGE TREATMENT LOAN FUND - CITY OF WALTERBORO REQUEST FOR REVISION OF REPAYMENT SCHEDULE - Mr. E. R. McConnell, City Manager of the City of Walterboro, appeared before the Budget and Control Board to propose

a revision in the repayment schedule included in an existing Agreement between the City and the Budget and Control Board covering a sewage treatment loan from the State in the amount of \$345,005. Under the repayment schedule included in that Agreement, the first repayment in the amount of \$33,242.69 was due on December 1, 1975 but has not been paid. The present repayment schedule also calls for a second payment on December 1, 1976 of approximately the same amount as was due in December of 1975.

Mr. McConnell proposed that the Budget and Control Board capitalize the interest due on the loan through July 1, 1976 in the amount of \$29,133.78 and allow the City to postpone any principal and interest payments until July 1, 1977. He also proposed that, as of July 1, 1977, and thereafter through 1981, the City would make full interest payments plus principal repayments in an amount of at least \$1,000 per year. The proposed nominal principal repayments would continue through 1981 when the City will have retired an outstanding general obligation debt. After 1981, the City proposed to make full principal and interest payments on the State loan.

In the course of presenting the proposed revision of the repayment schedule, Mr. McConnell pointed out that his City's sewer rates (\$1.10 per 1,000 gallons of water used, for an average of \$7.70 to \$8.80 per customer) are the second highest in the State. He also noted that the City's millage at present is 110 mills and that the property reassessment program, which is expected to require five years to complete, is just now getting underway in Colleton County. Mr. McConnell stated that the City's total budget is approximately \$1,200,000 at present, with the retirement of debt other than that owed to the State requiring about \$190,000 annually. In response to a question by Mr. P. C. Smith, Mr. McConnell stated that the City's financial situation has not materially changed since the Agreement was executed but that the repayment schedule agreed to was not feasible at the outset. In the ensuing discussion, Board members expressed sympathy for the situation in which the City of Walterboro is in but they also were concerned about 1260

the precedent which the approval of this proposal would represent.

The Budget and Control Board unanimously approved a motion by Mr. Morris, seconded by Mr. Patterson, requiring the payment by the City of Walterboro of interest on the loan when due and directing the State Auditor to work out an acceptable arrangement with the City for the repayment of the principal which is consistent with previous Board actions on this subject.

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

DEPARTMENT OF CORRECTIONS - REQUEST FOR APPROVAL OF CHANGE IN SOURCE OF FUNDING FOR PERSONAL SERVICES - At its August 11, 1976 meeting, the Budget and Control Board considered but did not act on a request by Commissioner Leeke of the Department of Corrections to change the source of funds for fifty positions from Federal to State-appropriated funds. As outlined in Commissioner Leeke's July 19, 1976, letter, forty-four of these positions are located at the Aiken Youth Center, two are at Laurens-Greenwood and four are at the Criminal Justice Academy. The additional State costs for the remainder of fiscal year 1976-77, after the expiration of Federal funds currently supporting these positions, are estimated by the Department of Corrections to be \$388,268.

Dr. Hubert Clements, Deputy Commissioner for Administration, Department of Corrections, appeared before the Budget and Control Board to discuss the proposed source of funding change and noted that most of the positions involved in the request are at the Aiken Youth Center, a facility funded initially with State-appropriated funds. Dr. Clements pointed out that, in an effort to avoid a deficit during fiscal year 1975-76, the Department had been able to shift the funding source for these positions to Federal funds which had been transferred from another approved LEAA project. Mr. Putnam noted that the Department of Corrections probably is

now in a deficit situation but that the Department's overall financial status will be reviewed at the upcoming budget hearings. Dr. Clements, in response to questions from Board members, could not specify exactly where the additional State dollars required by this request would come from although he recognized that they would necessarily have to come from within the current appropriations to the Department. Board members stressed that if the request were approved such an action would not constitute an agreement for a deficiency appropriation.

Upon a motion by Mr. Morris, the Budget and Control Board without objection approved changing the source of funds for the fifty positions listed in Commissioner Leeke's July 19, 1976, letter from Federal to State-appropriated funds.

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

PATRIOTS POINT DEVELOPMENT AUTHORITY - SELECTION OF ARCHITECT -

At its August 11, 1976 meeting, the Budget and Control Board considered but did not act on a request by the Patriots Point Development Authority for approval of the selection of a firm to perform the services required in connection with the docking facilities project related to the acquisition of the NS Savannah. The following firms, listed in order of preference, had been selected by the Authority:

- (1) Cummings and McCrady, Inc.;
- (2) Joint proposal from Palmer and Baker, Engineers, Inc.; Lucas and Stubbs Associates Limited and Wilbur Smith and Associates; and
- (3) Lockwood Greene Engineering.

Messrs. Charles F. Hyatt, Chairman; Rear Admiral Herman J. Kossler, USN (Ret.), Executive Director; and Mr. Frank Sloan, Attorney; of the Patriots Point Development Authority, appeared before the Budget and Control Board as it continued its consideration of this request. Mr. Sloan pointed out that the Board was being asked to approve the design phase of the project for which a fee of \$6,000 would be required and which would be financed from funds now available to the Authority.

During the ensuing wide-ranging discussion of the Authority's efforts to obtain the NS Savannah, Mr. Hyatt stated that final action by the Congress on the matter has not yet been taken and that it is the Authority's intention to lease the ship for a nominal amount annually, with the understanding that if a gross error in judgment has been made in acquiring the ship, the Authority would return it to the Maritime Administration.

Mr. Hyatt also stated that the nuclear chamber aboard the ship will be sealed off and that the Authority would become a co-licensee with the Nuclear Regulatory Commission in accord with Federal requirements governing the monitoring of such facilities. Mr. Hyatt also indicated that the Authority had been assured on the Washington level that its prior investments could be considered as matching funds for the additional \$800,000 now being sought from various Federal agencies. He estimated that approximately \$1,000,000 would be required to provide berthing facilities for the Savannah. In response to a question from Mr. P. C. Smith, Admiral Kossler stated that the Authority would pay \$150,000 during the current fiscal year as interest on the debt related to the acquisition of the Yorktown and that during the next fiscal year the Authority would pay both principal and interest which would amount to about \$300,000. Admiral Kossler also stated that July attendance at Patriots Point had been the highest month to date and that about \$60,000 had been donated to the Authority by the Yorktown Association. Admiral Kossler also noted that a Naval and Maritime Foundation had been established to help build a museum on the hangar deck of the Yorktown. He also indicated, in response to a question from Governor Edwards, that \$400,000 to \$500,000 in addition to the Federal funds now being sought would probably be required to put the Savannah in place at Patriots Point.

Following this extended discussion, upon a motion by Mr. LeaMond, seconded by Mr. Morris, the Budget and Control Board approved the selection of the firm of Cummings and McCrady, Inc., for the docking facilities project

related to the acquisition of the NS Savannah, as proposed by the Patriots Point Development Authority.

Governor Edwards asked to be recorded as not voting on this matter because of a possible conflict of interest.

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

EDUCATIONAL TELEVISION COMMISSION - SELECTION OF ARCHITECT/ENGINEER -

At its August 11, 1976 meeting, the Budget and Control Board considered but did not act on a request by the Educational Television Commission for the approval of the selection of architectural, engineering and land survey firms to perform the services required in connection with the Rock Hill Transmitting Tower and Building Project in order that additional information might be secured. The Commission, after following the required procedure for the selection of architects or engineers, had selected the following firms, listed in order of preference:

ARCHITECT:

- (1) John Tabb Heyward/Thomas W. Salmons; Columbia
- (2) Blume, Cannon & Ott, Architects; Columbia
- (3) K. S. Espedahl, Architect; Columbia

ENGINEERING:

- (1) Walker Laboratories; Columbia
  - (2) Foundation Engineering Consultants; Columbia
- (Only two firms responded)

LAND SURVEY:

- (1) Palmetto Engineering; Cayce
- (2) B. P. Barber & Associates; Columbia
- (3) Coastal Surveying Company; Hilton Head Island

Upon a motion by Mr. LeaMond, seconded by Mr. Morris, the Budget and Control Board unanimously approved the selection of the three firms listed first in order of preference by the Educational Television Commission.

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

STATE HOUSING AUTHORITY - SELECTION OF ARCHITECTS - Mr. Steve

Mayfield, Executive Director of the State Housing Authority, appeared before the Budget and Control Board to request the Board's approval of the selection of several firms to perform architectural and engineering services in connection with the Authority's planned use of Federal programs to provide multi-family housing developments for low-income citizens. As proposed, the Federal Government will provide all permanent mortgage and subsidy funds for the projects which are to be located in various parts of the State and no State funds are involved in any part of the project development process.

Mr. Mayfield indicated that the State Housing Authority has delineated four geographic areas within the State in accord with the architect selection procedure approved by the Budget and Control Board at its June 29, 1976 meeting, and that the Authority had selected three firms to perform the services required in each of these four areas. The Authority proposes that it be authorized to employ the firms selected for each area in the order of preference indicated and that it be authorized to limit the design work by each of the priority firms selected for each area to developments costing no more than \$1.5 million. Mr. Mayfield also pointed out that the proposed architectural and engineering contracts are of the "contingency" or "abandonment" type in that payments to the architectural/engineering firms would be made only as the projects go into construction.

After following the procedure required for the selection of architects or engineers, the following firms, in order of preference for each of the areas, have been selected by the State Housing Authority:

PIEDMONT AREA:

1. Carlisle & Love Associates
2. James D. Miller & Associates
3. Gilliland-Bell Associates

CENTRAL AREA:

1. Geiger, McElveen & Kennedy
2. Columbia Architectural Group, Inc.
3. Architects Boudreaux

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1. Carlisle & Love Associates
2. James D. Miller & Associates
3. Gilliland-Bell Associates

CENTRAL AREA:

1. Geiger, McElveen & Kennedy
2. Columbia Architectural Group, Inc.
3. Architects Boudreaux

PEE DEE AREA:

1. Lyles, Bissett, Carlisle & Wolff
2. Demosthenes, McCreight & Riley
3. Timbes & Clark

LOW COUNTRY AREA:

1. Lucas & Stubbs Associates
2. Lee and Partners, Architects
3. Pearlstine/Anderson Architects

In response to numerous questions from Board members, Mr. Mayfield stated: that the State would sponsor, own, manage and maintain the proposed projects; that the projects now proposed range in cost from \$349,000 to \$1,300,000; that, because of limitations on financing available to local authorities, the likelihood of their sponsoring such projects is remote; that the impact on the State Housing Authority's staff and budget as a result of these types of projects would be nil because the costs are to be borne by the Federal Government; and that approximately thirty-five percent of the people in South Carolina would be technically eligible to occupy the type of projects being proposed.

Following an extended discussion of this request, the Budget and Control Board without objection approved a motion by Mr. Patterson to carry over its consideration of this request pending a review by the Board members of the State Housing Authority's "Ninety-day Report" which was required by the Appropriations Act for fiscal year 1976-77. Mr. Mayfield was asked to provide copies of that report to Board members and to Messrs. Putnam and Smith.

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

EXECUTIVE SESSION - Governor Edwards announced that two items relating to personnel matters, one involving the Judicial Department and one involving the Public Railways Commission, had been proposed for consideration in Executive Session. The Budget and Control Board without objection voted to consider these two matters in Executive Session after which the Board

continued its regular session agenda as follows:

MEDICAL UNIVERSITY - SELECTION OF ARCHITECT - The Medical University of South Carolina has requested that the Budget and Control Board approve the selection of a firm to develop a master plan for a campus-wide data and audio-visual transmission system. After following the required procedure for selecting architects or engineers, the Medical University has selected the following firms, listed in order of preference:

- (1) Lockwood-Greene
- (2) Buford Goff Associates
- (3) F. A. Smith Engineers

After being assured that the required procedure for the selection of architects or engineers had been followed, the Budget and Control Board, upon a motion by Mr. Patterson, seconded by Mr. Morris, unanimously approved the selection of Lockwood-Greene to perform the services required in connection with the referenced project.

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

DEPARTMENT OF MENTAL HEALTH - SELECTION OF ARCHITECT - The Department of Mental Health has requested that the Budget and Control Board approve the selection of an architectural/engineering firm in connection with the Village "B" Project. After following the required procedure for the selection of architects or engineers, the following three firms, listed in order of preference, have been selected by the Department:

- (1) McMillan, Bunes, Townsend and Bowen
- (2) Tarleton-Tankersley, Architectural Group, Inc.
- (3) J. E. Sirrine Company

After being assured that the required procedure for the selection of architects or engineers had been followed, the Budget and Control Board, upon a motion by Mr. Patterson, seconded by Mr. Morris, without objection approved the selection of the firm of McMillan, Bunes, Townsend and Bowen to provide the services required in connection with the Village "B" Project.

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

SELECTION PROCESS FOR ARCHITECTS OR ENGINEERS - ADDITIONAL INFORMATION REQUIREMENT - Mr. Putnam provided members of the Board with a summary of the architectural and engineering firms involved in State construction projects undertaken during the period between January 1, 1972 and July 1, 1976 and for the period between July 1, 1974 and July 1, 1976. Drawn from the files of the State Engineer's office, this summary shows the number and total construction costs of State projects in which each architectural/engineering firm was involved during the periods indicated.

Board members agreed that this summary should be distributed to State agencies and that the agencies should be required to consider the information shown in the course of making selections of architects or engineers for future permanent improvement projects. This consideration by the selecting agency of total State business done by architectural and engineering firms would be in addition to the existing requirement which calls for a listing of the architectural or engineering firms involved in projects undertaken in the prior two years by the agency making the selection.

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

RESIDENTIAL HOME BUILDERS COMMISSION - REQUEST FOR APPROVAL OF RETROACTIVE TRAVEL REIMBURSEMENT TO DIRECTOR - The Chairman of the Residential Home Builders Commission, Mr. Ralph Hardin, has recommended that the Commission's Director be reimbursed a total of \$1,148.49 for travel performed during the period October 21, 1974 to June 22, 1975. Board members agreed that the approval of this request would be contrary to State law and, upon a motion by Mr. Patterson, the Budget and Control Board without objection denied the requested retroactive travel reimbursement.

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

STATE BOARD OF FUNERAL SERVICE - PAYMENTS TO EXECUTIVE SECRETARY -

Mr. Putnam, in a review of the circumstances surrounding this request, noted that the State Board of Funeral Service, during the past four years, has included as a part of the remuneration to its Executive Secretary, the payment of \$100 monthly as rental for the use of an office in the Executive Secretary's home. He also pointed out that his Office had advised the Board of Funeral Service that these payments should be terminated since they could be construed to involve a conflict of interest and that the Board of Funeral Service, at its August 3, 1976 meeting, had voted to change the rental payments previously paid to the Executive Secretary to salary if the rental payments could not be approved. Mr. Putnam also stated that the Executive Secretary's 1976-77 salary is listed as a line-item in the Appropriation Act at \$3,900.

Following a brief discussion, the Budget and Control Board unanimously approved a motion by Mr. Patterson, seconded by Mr. Morris, authorizing the State Board of Funeral Service to continue during fiscal year 1976-77 the payment of \$100 monthly as rental for the use of an office in the Executive Secretary's home.

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

DEPARTMENT OF LABOR - REQUEST FOR AUTHORIZATION TO EMPLOY EXPERT

WITNESSES - Commissioner Edgar L. McGowan has requested that the Budget and Control Board authorize his Department to employ expert witnesses to testify at occupational safety and safety proceedings when such expert witnesses are considered necessary by the Attorney General's Office. Mr. McGowan indicated that the costs involved will be the fee and expenses charged by the expert witnesses and that, although it may be necessary to request additional funds for this purpose in future years, sufficient funds are available during the current fiscal year to cover these costs.

The Budget and Control Board unanimously approved a motion by Mr.

Morris, seconded by Mr. Patterson, authorizing the Department of Labor to employ expert witnesses when considered necessary by the Attorney General's Office.

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

JUVENILE PLACEMENT AND AFTERCARE - CIVIL CONTINGENT FUND REQUEST -

The Department of Juvenile Placement and Aftercare has requested a transfer of \$3,318.57 from the Civil Contingent Fund to pay the salary of a newly-appointed Director of the Department during the period between October 1 and December 3, 1976. These funds are requested because the Department has no funds in its budget to pay the present Director, who is retiring on September 30, 1976, for forty-five days of accrued annual leave covering the period between October 1 and December 3, 1976 and also pay the salary of the new Director during this period.

The Budget and Control Board unanimously approved a motion by Mr. Patterson, seconded by Mr. Morris, authorizing the transfer of \$3,318.57 from the Civil Contingent Fund to the Department of Juvenile Placement and Aftercare if required later in the fiscal year in order to pay the salary of the newly-appointed Director of the Department.

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

STATE TREASURER'S OFFICE - CIVIL CONTINGENT FUND REQUEST - State

Treasurer Grady L. Patterson, Jr., has requested a transfer of \$12,000 from the Civil Contingent Fund to help pay the costs associated with a meeting of the National Association of State Auditors, Comptrollers, and Treasurers to be held in Charleston during the month of November, 1976. Upon a motion by Mr. LeaMond, seconded by Governor Edwards, the Budget and Control Board without objection approved the transfer of \$12,000 to the State Treasurer's Office to be used for the purpose indicated.

INDUSTRIAL REVENUE BONDS - The following Petition for the issuance of an Industrial Revenue Note was presented to the Budget and Control Board:

A Petition by Lexington County to issue \$500,000 on behalf of the Safety-Kleen Corporation.

After being assured that all legal documents pertaining to this issue had been reviewed by the Office of the Attorney General and that all financial data had been reviewed by the State Auditor's Office, Board members unanimously approved a motion by Mr. Patterson, seconded by Mr. Morris, authorizing the issue as set forth above.

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

MUSEUM COMMISSION - NON-STATE EMPLOYEE FOREIGN TRAVEL REQUEST - Mr. Putnam noted that the agenda indicated that this was a foreign travel request and that it more properly might be described as a request for approval to pay foreign travel expenses of a non-State employee. The Museum Commission had requested that the Budget and Control Board authorize it to pay half of the expenses in connection with a proposed trip by Mr. William L. Lazarus, Planetarium Director of the Columbia Science Museum to Jena, East Germany and Olsztyn, Poland in the period September 11 - 22, 1976. Mr. Lazarus has been acting as a consultant to the Museum Commission in the matter of planetarium development for a number of months and the proposed trip will enable him to visit the Jenaoptic Company Symposium and to receive training on the kind of equipment planned for the new State Museum Planetarium. As proposed, the Museum Commission would finance from State funds one-half of the estimated total trip cost of \$1,400 and the Columbia Museum would pay for the other half.

Board members questioned the necessity to finance this travel and expressed the belief that comparable equipment was undoubtedly available for inspection within the United States. Board members asked that the State Auditor question the Museum Commission on this point and, in light of the

proposed departure date, poll Board members by phone for a decision.

UNDERWATER SALVAGE - PERMITS TO RECOVER FOSSILS - Pending the development of rules and regulations governing such permits, the Budget and Control Board without objection approved a motion by Mr. Patterson to grant temporary permits to recover fossils from South Carolina waters to the following individuals:

Ralph C. Hamer, Sr., Moncks Corner;  
Ralph C. Hamer, Jr., Moncks Corner;  
Charles F. Hamer, Moncks Corner;  
John F. Hamer, Moncks Corner;  
Tony A. Weeks, Moncks Corner;  
Richard D. Cannan, Columbia; and  
David R. Manor, Columbia.

Mr. Patterson's motion also provided that the Budget and Control Board grant authority to the State Auditor to approve future requests for permission to recover fossils from South Carolina waters unless they involve something extraordinary.

Correspondence related to these requests has been retained in these files and is collectively identified as Exhibit XVII.

MOTOR VEHICLE MANAGEMENT DIVISION - Mr. Allan J. Spence, Director of the Division of Motor Vehicle Management, appeared before the Budget and Control Board to present and seek approval of vehicle specification and assignment criteria for State vehicle purchases for model year 1977 and to present proposed Chapters 11, 12, 13 and 14 of the Motor Vehicle Management Manual.

Upon a motion by Mr. LeaMond, seconded by Mr. Patterson, the Budget and Control Board received these items as information and postponed action on them until a subsequent meeting.

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Mr. Spence requested the Board's authorization to purchase an intermediate size sedan for the State Board of Nursing. At the request of Mr. Putnam, the Board agreed to carry over its consideration of this item in order that a determination might be made on the source of funds to be used for this

purchase.

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

FUTURE BUDGET AND CONTROL BOARD MEETING - Board members agreed that the next meeting of the Budget and Control Board would be held on September 28, 1976 in conjunction with the annual budget hearings.

EXECUTIVE SESSION - Governor Edwards announced that the remaining items, relating to personnel and salary matters, had been proposed for consideration in Executive Session. The Budget and Control Board without objection agreed and Governor Edwards declared the meeting to be in Executive Session.

MUSEUM COMMISSION - NON-STATE EMPLOYEE FOREIGN TRAVEL REQUEST -

SECRETARY'S NOTE: As Page 18 of these Minutes indicates, the Budget and Control Board considered but did not act on a request by the Museum Commission for authorization to pay from State funds one-half of the costs of a proposed trip to Jena, East Germany and Olsztyn, Poland by Mr. William L. Lazarus, a consultant to the Museum Commission on planetarium development. The Board asked Mr. Putnam to question Museum Commission officials further on the necessity of this travel and, because the proposed travel was to have begun on September 11, 1976, to poll Board members for a decision. Mr. Putnam completed his poll of Messrs. Patterson, Morris and Leamond on September 10, 1976, and the members polled voted to deny the Museum Commission's request.

19-B

Exhibit I  
9/7/76

PROPERTY NOTES  
August 31, 1976

Funded Debt & Ordinary Sinking Funds

<u>Location</u>	<u>Balance Due</u>	
1423 Victoria Street	\$ 74,250.00	
1010 Lincoln Street	10,000.00	
1413 Pendleton Street	53,096.00	
901 Main Street	104,499.00	
Corner of Assembly & Pendleton Streets	204,860.02	
1018 Park Street	12,500.00	
925 Main Street	<u>120,000.00</u>	<u>                    </u>
	Total	\$579,205.02
Due City of Columbia Gadsden, Taylor, Lincoln, Hampton for Employment Security Building		\$300,600.00

19-B

Exhibit I  
9/7/76

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	Total	\$579,205.02
Due City of Columbia Gadsden, Taylor, Lincoln, Hampton for Employment Security Building		\$300,600.00

MINUTES OF BUDGET AND CONTROL BOARD MEETING

SEPTEMBER 7, 1976 2:30 P. M.

The Budget and Control Board met at 2:30 p. m. on September 7, 1976, in the Governor's Conference Room with the following members in attendance:

Governor James B. Edwards  
Mr. Grady L. Patterson, Jr.  
Mr. Earle E. Morris, Jr.  
Mr. F. Julian LeaMond

Senator Rembert C. Dennis, recuperating from recent surgery, was absent.

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

The following items were considered during the regular session:

MINUTES OF PREVIOUS MEETINGS - Board members had been previously furnished with minutes of the meeting held on August 11, 1976 and of the continuation of the Executive Session portion of that meeting, conducted by telephone, which was completed on August 17, 1976. Upon a motion by Mr. LeaMond, the Budget and Control Board unanimously approved these minutes as written.

DIVISION OF GENERAL SERVICES - Mr. Furman McEachern, Director, and Mr. Rudy Counts, Assistant Director, of the Division of General Services, appeared before the Budget and Control Board to present the following matters:

A. LEGISLATIVE BUILDINGS - Mr. Counts opened the discussion of this item by pointing out that the interior designs of the Blatt and Gressette Buildings have been reworked due to changes in use and occupancy of the buildings. These buildings had been designed basically as general office space which does not meet special needs of the General Assembly. The reworking of the interior designs of these buildings has resulted in numerous specifications changes,

especially those relating to mechanical equipment. The Division of General Services has estimated that additional funding in the amount of approximately \$2,300,000 will be required to complete the construction of these buildings as modified. Mr. Counts also estimated that an immediate commitment of \$1,060,000 is required for "roughing-in" of plumbing, conduit and security systems in the Blatt Building and for changes in the Gressette Building. Members of the legislative committees involved had recommended that the Budget and Control Board authorize the Division of General Services to make these commitments on the assurance that the additional funding would be provided early in the 1977 session of the General Assembly.

Senator James Waddell and Representative Tom Marchant also appeared before the Board to discuss this matter and to recommend that the Board authorize these additional commitments on the assurance that the required funds would be authorized by the General Assembly at the next session. Senator Waddell and Representative Marchant pointed out that the changes being made to the two buildings are a result of ideas gained from visiting similar facilities in other states. In response to a question from Mr. LeMond, Senator Waddell indicated that members of the Senate had had ample opportunity to review and comment on the interior plans for the Gressette Building and Representative Marchant indicated that the plans for the Blatt Building had been circulated widely among House members. In response to a question from Mr. Morris, Senator Waddell expressed his complete confidence that the General Assembly would, at the next session, authorize the additional funding required to complete the two buildings as the plans are now modified.

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Messrs. McEachern and Counts pointed out that contingency funds in the amount of \$400,000 are presently available from funds already

authorized for the two buildings and that this amount would be sufficient to cover work on the required revisions until January of 1977.

Following an extended discussion, the Budget and Control Board unanimously approved a motion by Mr. Patterson, seconded by Mr. Morris, authorizing the proposed reallocation of the \$400,000 of contingency funds presently available for the Blatt and Gressette Buildings.

B. PAYMENT OF FUNDED DEBT AND ORDINARY SINKING FUND NOTES - Mr. Counts recommended that Buildings and Grounds' reserve funds totaling \$300,095.02 be used to pay off the notes on certain non-income producing properties. Mr. Putnam pointed out that these funds were originally set up for the maintenance and renovation of buildings which are revenue producing and called attention to the Board's previous approval of the use of some of these funds on the Main Street Tunnel Project.

The Budget and Control Board approved a motion by Mr. Patterson, seconded by Mr. LeMond, authorizing the use of these reserve funds to pay off the notes on the non-income producing properties enumerated on the list presented by the Division of General Services.

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

C. PRINTING EQUIPMENT - EMPLOYMENT SECURITY COMMISSION - In response to a request by the Employment Security Commission to lease certain copying machines including a Xerox Model 9200, the Division of General Services recommended that a Xerox 9200 be installed as part of the print shop operation and that the proposed small volume convenience copiers be installed, except that the Xerox 4000 should be replaced with the presently-leased IBM Copier II.

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Upon a motion by Mr. Morris, seconded by Mr. Patterson, the Budget and Control Board approved the leases as recommended by the Division of General Services.

D. RIGHTS OF WAY EASEMENTS - CITY OF COLUMBIA - Mr. Counts indicated that the City of Columbia has designed new water lines to serve the Farrow Road and North Tower Complex areas which will improve fire protection for State properties in these areas and recommended that rights-of-way be granted for the construction of these lines. Mr. Counts noted that a small portion of the line in the Farrow Road area will cross properties under the jurisdiction of the Department of Mental Retardation and the Department of Mental Health but that the Boards of these agencies have not yet been contacted to secure their approval.

Upon a motion by Mr. LeaMond, seconded by Mr. Patterson, the Budget and Control Board approved the granting of the rights-of-way needed for the construction of water lines in the North Tower Complex and Farrow Road areas. The motion also provided that the Division of General Services notify the Departments of Mental Health and Mental Retardation of the Board's intention and that the approval of these agencies be obtained as required.

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

E. ACQUISITION OF SPOIL EASEMENT RIGHTS ON ORVIN PROPERTY, EDISTO ISLAND - Mr. Counts indicated that the U. S. Corps of Engineers requires a spoil area in order to dredge the Edisto River and recommended that the State acquire the necessary easements from the owners of the Orvin Properties for a tract approved for these purposes by all interested parties. Mr. McEachern recommended that a procedure previously approved by the Attorney General be followed in this instance, under which the State and the Orvin

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interests would agree to use the tract as a spoil area for twenty years, with payment for the easement to be made after that period of time in monies or by means of the exchange of properties.

The Budget and Control Board unanimously approved a motion by Mr. Patterson, seconded by Mr. Morris, authorizing the acquisition of the easement as recommended by the Division of General Services.

CLARK HILL AUTHORITY - PROPOSED LEASE WITH THE DEPARTMENT OF THE ARMY (CORPS OF ENGINEERS) AND PROPOSED MANAGEMENT AGREEMENT WITH MCCORMICK COUNTY PROPERTY BOARD - Mr. George N. Dorn, Jr., Executive Director; Mr. J. A. McAllister, Chairman; Mr. Julius H. Baggett, General Counsel; and Mr. O. Lee Sturkie, General Counsel-elect; of the Clark Hill Authority, appeared before the Budget and Control Board to discuss a proposed lease with the Corps of Engineers and a proposed management agreement with the McCormick County Property Board. In a preface to his review of the proposed agreements, Mr. Dorn pointed out that the principal objective of the Clark Hill Authority is to help stimulate private investment in its area. He noted that, in the nearly twenty-five years of the Clark Hill Reservoir's existence, only one small private investment has been made on the South Carolina side, a situation which Mr. Dorn attributed to the control of the Reservoir shoreline by the Corps of Engineers. Mr. Dorn emphasized that, in order that the situation might be changed significantly, private investment must be stimulated in the area.

Mr. Dorn indicated that the proposed lease with the Corps of Engineers covers approximately 1,000 acres of land for a base period of fifty years and that the lease, in effect, makes the Clark Hill Authority a public body on the land charged with the responsibility for handling private investment subleases of the land and with responsibility for managing the property. He also indicated that, if approved, the lease would make possible comprehensive private investments in the area for the first time. Mr. Dorn also

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stated that the Authority anticipates an investment of between seven and eight million dollars of private funds during the first five years of development and that approximately \$3.5 million from various Federal sources plus about \$500,000 of State Capital Improvement Bond funds (to be requested) will be required to provide the basic infrastructure for the project.

Following a brief discussion, upon a motion by Mr. Morris, seconded by Mr. Patterson, the Budget and Control Board unanimously approved the execution of lease # DACW21-1-76-3350 between the Clark Hill Authority and the Department of the Army (Corps of Engineers) which covers approximately 1,000 acres of land in the Clark Hill area.

With regard to the proposed agreement with the McCormick County Property Board, Mr. Dorn pointed out that that Board has agreed to consider the exchange of certain properties in its ownership with the Corps of Engineers in order to facilitate the implementation of the Authority's Little River Master Plan. In turn, that Board has requested assistance from the Authority in managing other lands it owns as are outlined in the proposed management agreement. Mr. Dorn noted that the proposed agreement provides that the Clark Hill Authority would render and be reimbursed for the costs of a wide variety of services in connection with the management of those lands on behalf of the Property Board.

Upon a motion by Mr. LeMond, seconded by Mr. Patterson, the Budget and Control Board unanimously approved the execution of the management agreement between the Clark Hill Authority and the McCormick County Property Board.

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

SEWAGE TREATMENT LOAN FUND - CITY OF WALTERBORO REQUEST FOR REVISION OF REPAYMENT SCHEDULE - Mr. E. R. McConnell, City Manager of the City of Walterboro, appeared before the Budget and Control Board to propose

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a revision in the repayment schedule included in an existing Agreement between the City and the Budget and Control Board covering a sewage treatment loan from the State in the amount of \$345,005. Under the repayment schedule included in that Agreement, the first repayment in the amount of \$33,242.69 was due on December 1, 1975 but has not been paid. The present repayment schedule also calls for a second payment on December 1, 1976 of approximately the same amount as was due in December of 1975.

Mr. McConnell proposed that the Budget and Control Board capitalize the interest due on the loan through July 1, 1976 in the amount of \$29,133.78 and allow the City to postpone any principal and interest payments until July 1, 1977. He also proposed that, as of July 1, 1977, and thereafter through 1981, the City would make full interest payments plus principal repayments in an amount of at least \$1,000 per year. The proposed nominal principal repayments would continue through 1981 when the City will have retired an outstanding general obligation debt. After 1981, the City proposed to make full principal and interest payments on the State loan.

In the course of presenting the proposed revision of the repayment schedule, Mr. McConnell pointed out that his City's sewer rates (\$1.10 per 1,000 gallons of water used, for an average of \$7.70 to \$8.80 per customer) are the second highest in the State. He also noted that the City's millage at present is 110 mills and that the property reassessment program, which is expected to require five years to complete, is just now getting underway in Colleton County. Mr. McConnell stated that the City's total budget is approximately \$1,200,000 at present, with the retirement of debt other than that owed to the State requiring about \$190,000 annually. In response to a question by Mr. P. C. Smith, Mr. McConnell stated that the City's financial situation has not materially changed since the Agreement was executed but that the repayment schedule agreed to was not feasible at the outset. In the ensuing discussion, Board members expressed sympathy for the situation in which the City of Walterboro is in but they also were concerned about

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the precedent which the approval of this proposal would represent.

The Budget and Control Board unanimously approved a motion by Mr. Morris, seconded by Mr. Patterson, requiring the payment by the City of Waltherboro of interest on the loan when due and directing the State Auditor to work out an acceptable arrangement with the City for the repayment of the principal which is consistent with previous Board actions on this subject.

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

DEPARTMENT OF CORRECTIONS - REQUEST FOR APPROVAL OF CHANGE IN SOURCE OF FUNDING FOR PERSONAL SERVICES - At its August 11, 1976 meeting, the Budget and Control Board considered but did not act on a request by Commissioner Leeke of the Department of Corrections to change the source of funds for fifty positions from Federal to State-appropriated funds. As outlined in Commissioner Leeke's July 19, 1976, letter, forty-four of these positions are located at the Aiken Youth Center, two are at Laurens-Greenwood and four are at the Criminal Justice Academy. The additional State costs for the remainder of fiscal year 1976-77, after the expiration of Federal funds currently supporting these positions, are estimated by the Department of Corrections to be \$388,268.

Dr. Hubert Clements, Deputy Commissioner for Administration, Department of Corrections, appeared before the Budget and Control Board to discuss the proposed source of funding change and noted that most of the positions involved in the request are at the Aiken Youth Center, a facility funded initially with State-appropriated funds. Dr. Clements pointed out that, in an effort to avoid a deficit during fiscal year 1975-76, the Department had been able to shift the funding source for these positions to Federal funds which had been transferred from another approved LEAA project. Mr. Putnam noted that the Department of Corrections probably is

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now in a deficit situation but that the Department's overall financial status will be reviewed at the upcoming budget hearings. Dr. Clements, in response to questions from Board members, could not specify exactly where the additional State dollars required by this request would come from although he recognized that they would necessarily have to come from within the current appropriations to the Department. Board members stressed that if the request were approved such an action would not constitute an agreement for a deficiency appropriation.

Upon a motion by Mr. Morris, the Budget and Control Board without objection approved changing the source of funds for the fifty positions listed in Commissioner Leeke's July 19, 1976, letter from Federal to State-appropriated funds.

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

PATRIOTS POINT DEVELOPMENT AUTHORITY - SELECTION OF ARCHITECT -

At its August 11, 1976 meeting, the Budget and Control Board considered but did not act on a request by the Patriots Point Development Authority for approval of the selection of a firm to perform the services required in connection with the docking facilities project related to the acquisition of the NS Savannah. The following firms, listed in order of preference, had been selected by the Authority:

- (1) Cummings and McCrady, Inc.;
- (2) Joint proposal from Palmer and Baker, Engineers, Inc.; Lucas and Stubbs Associates Limited and Wilbur Smith and Associates; and
- (3) Lockwood Greene Engineering.

Messrs. Charles F. Hyatt, Chairman; Rear Admiral Herman J. Kossler, USN (Ret.), Executive Director; and Mr. Frank Sloan, Attorney; of the Patriots Point Development Authority, appeared before the Budget and Control Board as it continued its consideration of this request. Mr. Sloan pointed out that the Board was being asked to approve the design phase of the project for which a fee of \$6,000 would be required and which would be financed from funds now available to the Authority.

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During the ensuing wide-ranging discussion of the Authority's efforts to obtain the NS Savannah, Mr. Hyatt stated that final action by the Congress on the matter has not yet been taken and that it is the Authority's intention to lease the ship for a nominal amount annually, with the understanding that if a gross error in judgment has been made in acquiring the ship, the Authority would return it to the Maritime Administration.

Mr. Hyatt also stated that the nuclear chamber aboard the ship will be sealed off and that the Authority would become a co-licensee with the Nuclear Regulatory Commission in accord with Federal requirements governing the monitoring of such facilities. Mr. Hyatt also indicated that the Authority had been assured on the Washington level that its prior investments could be considered as matching funds for the additional \$800,000 now being sought from various Federal agencies. He estimated that approximately \$1,000,000 would be required to provide berthing facilities for the Savannah. In response to a question from Mr. P. C. Smith, Admiral Kossler stated that the Authority would pay \$150,000 during the current fiscal year as interest on the debt related to the acquisition of the Yorktown and that during the next fiscal year the Authority would pay both principal and interest which would amount to about \$300,000. Admiral Kossler also stated that July attendance at Patriots Point had been the highest month to date and that about \$60,000 had been donated to the Authority by the Yorktown Association. Admiral Kossler also noted that a Naval and Maritime Foundation had been established to help build a museum on the hangar deck of the Yorktown. He also indicated, in response to a question from Governor Edwards, that \$400,000 to \$500,000 in addition to the Federal funds now being sought would probably be required to put the Savannah in place at Patriots Point.

Following this extended discussion, upon a motion by Mr. LeMond, seconded by Mr. Morris, the Budget and Control Board approved the selection of the firm of Cummings and McCrady, Inc., for the docking facilities project

related to the acquisition of the NS Savannah, as proposed by the Patriots Point Development Authority.

Governor Edwards asked to be recorded as not voting on this matter because of a possible conflict of interest.

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

EDUCATIONAL TELEVISION COMMISSION - SELECTION OF ARCHITECT/ENGINEER -

At its August 11, 1976 meeting, the Budget and Control Board considered but did not act on a request by the Educational Television Commission for the approval of the selection of architectural, engineering and land survey firms to perform the services required in connection with the Rock Hill Transmitting Tower and Building Project in order that additional information might be secured. The Commission, after following the required procedure for the selection of architects or engineers, had selected the following firms, listed in order of preference:

ARCHITECT:

- (1) John Tabb Heyward/Thomas W. Salmons; Columbia
- (2) Blume, Cannon & Ott, Architects; Columbia
- (3) K. S. Espedahl, Architect; Columbia

ENGINEERING:

- (1) Walker Laboratories; Columbia
- (2) Foundation Engineering Consultants; Columbia
- (Only two firms responded)

LAND SURVEY:

- (1) Palmetto Engineering; Cayce
- (2) B. P. Barber & Associates; Columbia
- (3) Coastal Surveying Company; Hilton Head Island

Upon a motion by Mr. LeMond, seconded by Mr. Morris, the Budget and Control Board unanimously approved the selection of the three firms listed first in order of preference by the Educational Television Commission.

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

STATE HOUSING AUTHORITY - SELECTION OF ARCHITECTS - Mr. Steve

Mayfield, Executive Director of the State Housing Authority, appeared before the Budget and Control Board to request the Board's approval of the selection of several firms to perform architectural and engineering services in connection with the Authority's planned use of Federal programs to provide multi-family housing developments for low-income citizens. As proposed, the Federal Government will provide all permanent mortgage and subsidy funds for the projects which are to be located in various parts of the State and no State funds are involved in any part of the project development process.

Mr. Mayfield indicated that the State Housing Authority has delineated four geographic areas within the State in accord with the architect selection procedure approved by the Budget and Control Board at its June 29, 1976 meeting, and that the Authority had selected three firms to perform the services required in each of these four areas. The Authority proposes that it be authorized to employ the firms selected for each area in the order of preference indicated and that it be authorized to limit the design work by each of the priority firms selected for each area to developments costing no more than \$1.5 million. Mr. Mayfield also pointed out that the proposed architectural and engineering contracts are of the "contingency" or "abandonment" type in that payments to the architectural/engineering firms would be made only as the projects go into construction.

After following the procedure required for the selection of architects or engineers, the following firms, in order of preference for each of the areas, have been selected by the State Housing Authority:

PIEDMONT AREA:

1. Carlisle & Love Associates
2. James D. Miller & Associates
3. Gilliland-Bell Associates

CENTRAL AREA:

1. Geiger, McElveen & Kennedy
2. Columbia Architectural Group, Inc.
3. Architects Boudreaux

PEE DEE AREA:

1. Lyles, Bissett, Carlisle & Wolff
2. Demosthenes, McCreight & Riley
3. Timbes & Clark

LOW COUNTRY AREA:

1. Lucas & Stubbs Associates
2. Lee and Partners, Architects
3. Pearlstine/Anderson Architects

In response to numerous questions from Board members, Mr. Mayfield stated: that the State would sponsor, own, manage and maintain the proposed projects; that the projects now proposed range in cost from \$349,000 to \$1,300,000; that, because of limitations on financing available to local authorities, the likelihood of their sponsoring such projects is remote; that the impact on the State Housing Authority's staff and budget as a result of these types of projects would be nil because the costs are to be borne by the Federal Government; and that approximately thirty-five percent of the people in South Carolina would be technically eligible to occupy the type of projects being proposed.

Following an extended discussion of this request, the Budget and Control Board without objection approved a motion by Mr. Patterson to carry over its consideration of this request pending a review by the Board members of the State Housing Authority's "Ninety-day Report" which was required by the Appropriations Act for fiscal year 1976-77. Mr. Mayfield was asked to provide copies of that report to Board members and to Messrs. Putnam and Smith.

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

EXECUTIVE SESSION - Governor Edwards announced that two items relating to personnel matters, one involving the Judicial Department and one involving the Public Railways Commission, had been proposed for consideration in Executive Session. The Budget and Control Board without objection voted to consider these two matters in Executive Session after which the Board

PEE DEE AREA:

1. Lyles, Bissett, Carlisle & Wolff
2. Demosthenes, McCreight & Riley
3. Timbes & Clark

LOW COUNTRY AREA:

1. Lucas & Stubbs Associates
2. Lee and Partners, Architects
3. Pearlstine/Anderson Architects

In response to numerous questions from Board members, Mr. Mayfield stated: that the State would sponsor, own, manage and maintain the proposed projects; that the projects now proposed range in cost from \$349,000 to \$1,300,000; that, because of limitations on financing available to local authorities, the likelihood of their sponsoring such projects is remote; that the impact on the State Housing Authority's staff and budget as a result of these types of projects would be nil because the costs are to be borne by the Federal Government; and that approximately thirty-five percent of the people in South Carolina would be technically eligible to occupy the type of projects being proposed.

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

EXECUTIVE SESSION - Governor Edwards announced that two items relating to personnel matters, one involving the Judicial Department and one involving the Public Railways Commission, had been proposed for consideration in Executive Session. The Budget and Control Board without objection voted to consider these two matters in Executive Session after which the Board

continued its regular session agenda as follows:

MEDICAL UNIVERSITY - SELECTION OF ARCHITECT - The Medical University of South Carolina has requested that the Budget and Control Board approve the selection of a firm to develop a master plan for a campus-wide data and audio-visual transmission system. After following the required procedure for selecting architects or engineers, the Medical University has selected the following firms, listed in order of preference:

- (1) Lockwood-Greene
- (2) Buford Goff Associates
- (3) F. A. Smith Engineers

After being assured that the required procedure for the selection of architects or engineers had been followed, the Budget and Control Board, upon a motion by Mr. Patterson, seconded by Mr. Morris, unanimously approved the selection of Lockwood-Greene to perform the services required in connection with the referenced project.

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

DEPARTMENT OF MENTAL HEALTH - SELECTION OF ARCHITECT - The Department of Mental Health has requested that the Budget and Control Board approve the selection of an architectural/engineering firm in connection with the Village "B" Project. After following the required procedure for the selection of architects or engineers, the following three firms, listed in order of preference, have been selected by the Department:

- (1) McMillan, Bunes, Townsend and Bowen
- (2) Tarleton-Tankersley, Architectural Group, Inc.
- (3) J. E. Sirrine Company

After being assured that the required procedure for the selection of architects or engineers had been followed, the Budget and Control Board, upon a motion by Mr. Patterson, seconded by Mr. Morris, without objection approved the selection of the firm of McMillan, Bunes, Townsend and Bowen to provide the services required in connection with the Village "B" Project.

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

SELECTION PROCESS FOR ARCHITECTS OR ENGINEERS - ADDITIONAL INFORMATION REQUIREMENT - Mr. Putnam provided members of the Board with a summary of the architectural and engineering firms involved in State construction projects undertaken during the period between January 1, 1972 and July 1, 1976 and for the period between July 1, 1974 and July 1, 1976. Drawn from the files of the State Engineer's office, this summary shows the number and total construction costs of State projects in which each architectural/engineering firm was involved during the periods indicated.

Board members agreed that this summary should be distributed to State agencies and that the agencies should be required to consider the information shown in the course of making selections of architects or engineers for future permanent improvement projects. This consideration by the selecting agency of total State business done by architectural and engineering firms would be in addition to the existing requirement which calls for a listing of the architectural or engineering firms involved in projects undertaken in the prior two years by the agency making the selection.

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

RESIDENTIAL HOME BUILDERS COMMISSION - REQUEST FOR APPROVAL OF RETROACTIVE TRAVEL REIMBURSEMENT TO DIRECTOR - The Chairman of the Residential Home Builders Commission, Mr. Ralph Hardin, has recommended that the Commission's Director be reimbursed a total of \$1,148.49 for travel performed during the period October 21, 1974 to June 22, 1975. Board members agreed that the approval of this request would be contrary to State law and, upon a motion by Mr. Patterson, the Budget and Control Board without objection denied the requested retroactive travel reimbursement.

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

STATE BOARD OF FUNERAL SERVICE - PAYMENTS TO EXECUTIVE SECRETARY -

Mr. Putnam, in a review of the circumstances surrounding this request, noted that the State Board of Funeral Service, during the past four years, has included, as a part of the remuneration to its Executive Secretary, the payment of \$100 monthly as rental for the use of an office in the Executive Secretary's home. He also pointed out that his Office had advised the Board of Funeral Service that these payments should be terminated since they could be construed to involve a conflict of interest and that the Board of Funeral Service, at its August 3, 1976 meeting, had voted to change the rental payments previously paid to the Executive Secretary to salary if the rental payments could not be approved. Mr. Putnam also stated that the Executive Secretary's 1976-77 salary is listed as a line-item in the Appropriation Act at \$3,900.

Following a brief discussion, the Budget and Control Board unanimously approved a motion by Mr. Patterson, seconded by Mr. Morris, authorizing the State Board of Funeral Service to continue during fiscal year 1976-77 the payment of \$100 monthly as rental for the use of an office in the Executive Secretary's home.

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

DEPARTMENT OF LABOR - REQUEST FOR AUTHORIZATION TO EMPLOY EXPERT

WITNESSES - Commissioner Edgar L. McGowan has requested that the Budget and Control Board authorize his Department to employ expert witnesses to testify at occupational safety and safety proceedings when such expert witnesses are considered necessary by the Attorney General's Office. Mr. McGowan indicated that the costs involved will be the fee and expenses charged by the expert witnesses and that, although it may be necessary to request additional funds for this purpose in future years, sufficient funds are available during the current fiscal year to cover these costs.

The Budget and Control Board unanimously approved a motion by Mr.

Morris, seconded by Mr. Patterson, authorizing the Department of Labor to employ expert witnesses when considered necessary by the Attorney General's Office.

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

JUVENILE PLACEMENT AND AFTERCARE - CIVIL CONTINGENT FUND REQUEST -

The Department of Juvenile Placement and Aftercare has requested a transfer of \$3,318.57 from the Civil Contingent Fund to pay the salary of a newly-appointed Director of the Department during the period between October 1 and December 3, 1976. These funds are requested because the Department has no funds in its budget to pay the present Director, who is retiring on September 30, 1976, for forty-five days of accrued annual leave covering the period between October 1 and December 3, 1976 and also pay the salary of the new Director during this period.

The Budget and Control Board unanimously approved a motion by Mr. Patterson, seconded by Mr. Morris, authorizing the transfer of \$3,318.57 from the Civil Contingent Fund to the Department of Juvenile Placement and Aftercare if required later in the fiscal year in order to pay the salary of the newly-appointed Director of the Department.

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

STATE TREASURER'S OFFICE - CIVIL CONTINGENT FUND REQUEST - State

Treasurer Grady L. Patterson, Jr., has requested a transfer of \$12,000 from the Civil Contingent Fund to help pay the costs associated with a meeting of the National Association of State Auditors, Comptrollers, and Treasurers to be held in Charleston during the month of November, 1976. Upon a motion by Mr. LeMond, seconded by Governor Edwards, the Budget and Control Board without objection approved the transfer of \$12,000 to the State Treasurer's Office to be used for the purpose indicated.

INDUSTRIAL REVENUE BONDS - The following Petition for the issuance of an Industrial Revenue Note was presented to the Budget and Control Board:

A Petition by Lexington County to issue \$500,000 on behalf of the Safety-Kleen Corporation.

After being assured that all legal documents pertaining to this issue had been reviewed by the Office of the Attorney General and that all financial data had been reviewed by the State Auditor's Office, Board members unanimously approved a motion by Mr. Patterson, seconded by Mr. Morris, authorizing the issue as set forth above.

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

MUSEUM COMMISSION - NON-STATE EMPLOYEE FOREIGN TRAVEL REQUEST -

Mr. Putnam noted that the agenda indicated that this was a foreign travel request and that it more properly might be described as a request for approval to pay foreign travel expenses of a non-State employee. The Museum Commission had requested that the Budget and Control Board authorize it to pay half of the expenses in connection with a proposed trip by Mr. William L. Lazarus, Planetarium Director of the Columbia Science Museum to Jena, East Germany and Olsztyn, Poland in the period September 11 - 22, 1976. Mr. Lazarus has been acting as a consultant to the Museum Commission in the matter of planetarium development for a number of months and the proposed trip will enable him to visit the Jenaoptic Company Symposium and to receive training on the kind of equipment planned for the new State Museum Planetarium. As proposed, the Museum Commission would finance from State funds one-half of the estimated total trip cost of \$1,400 and the Columbia Museum would pay for the other half.

Board members questioned the necessity to finance this travel and expressed the belief that comparable equipment was undoubtedly available for inspection within the United States. Board members asked that the State Auditor question the Museum Commission on this point and, in light of the

*See letter  
filed after  
Ex XVII*

proposed departure date, poll Board members by phone for a decision.

UNDERWATER SALVAGE - PERMITS TO RECOVER FOSSILS - Pending the development of rules and regulations governing such permits, the Budget and Control Board without objection approved a motion by Mr. Patterson to grant temporary permits to recover fossils from South Carolina waters to the following individuals:

Ralph C. Hamer, Sr., Moncks Corner;  
Ralph C. Hamer, Jr., Moncks Corner;  
Charles F. Hamer, Moncks Corner;  
John F. Hamer, Moncks Corner;  
Tony A. Weeks, Moncks Corner;  
Richard D. Cannan, Columbia; and  
David R. Manor, Columbia.

Mr. Patterson's motion also provided that the Budget and Control Board grant authority to the State Auditor to approve future requests for permission to recover fossils from South Carolina waters unless they involve something extraordinary.

Correspondence related to these requests has been retained in these files and is collectively identified as Exhibit XVII.

MOTOR VEHICLE MANAGEMENT DIVISION - Mr. Allan J. Spence, Director of the Division of Motor Vehicle Management, appeared before the Budget and Control Board to present and seek approval of vehicle specification and assignment criteria for State vehicle purchases for model year 1977 and to present proposed Chapters 11, 12, 13 and 14 of the Motor Vehicle Management Manual.

Upon a motion by Mr. LeMond, seconded by Mr. Patterson, the Budget and Control Board received these items as information and postponed action on them until a subsequent meeting.

Mr. Spence requested the Board's authorization to purchase an intermediate size sedan for the State Board of Nursing. At the request of Mr. Putnam, the Board agreed to carry over its consideration of this item in order that a determination might be made on the source of funds to be used for this

purchase.

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

FUTURE BUDGET AND CONTROL BOARD MEETING - Board members agreed that the next meeting of the Budget and Control Board would be held on September 28, 1976 in conjunction with the annual budget hearings.

EXECUTIVE SESSION - Governor Edwards announced that the remaining items, relating to personnel and salary matters, had been proposed for consideration in Executive Session. The Budget and Control Board without objection agreed and Governor Edwards declared the meeting to be in Executive Session.

MUSEUM COMMISSION - NON-STATE EMPLOYEE FOREIGN TRAVEL REQUEST -

SECRETARY'S NOTE: As Page 18 of these Minutes indicates, the Budget and Control Board considered but did not act on a request by the Museum Commission for authorization to pay from State funds one-half of the costs of a proposed trip to Jena, East Germany and Olsztyn, Poland by Mr. William L. Lazarus, a consultant to the Museum Commission on planetarium development. The Board asked Mr. Putnam to question Museum Commission officials further on the necessity of this travel and, because the proposed travel was to have begun on September 11, 1976, to poll Board members for a decision. Mr. Putnam completed his poll of Messrs. Patterson, Morris and LeaMond on September 10, 1976, and the members polled voted to deny the Museum Commission's request.