

1976 WL 30814 (S.C.A.G.)

Office of the Attorney General

State of South Carolina

October 1, 1976

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

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

Dear Steve:

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

compensation in an amount as approved by the mortgagee, the Farmers Home Administration, and in no instance greater than 4 ½% for design and 1% for inspection services. Both parties hereto agree that any fees for services rendered pursuant to this contract do not become due and payable until such time as a contract for construction of the Project is executed. It is further agreed that in the event the mortgagee Farmers Home Administration fails to make funds available for the Project, the Client shall have the right to terminate this Agreement upon seven days' written notice to the Architect and no fees whatsoever shall be due or payable to the Architect.

Yours very truly,

M. Elizabeth Crum
Assistant Attorney General

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