GEORGETOWN COUNTY BOARD OF EDUCATION J. B. BECK ADMINISTRATION AND EDUCATION CENTER REGULAR BOARD WORK SESSION MEETING BOARD ROOM – 5:30 P.M. TUESDAY, FEBRUARY 20, 2018

AGENDA

A.	MOMENT OF SILENCEBoard
В.	PLEDGE OF ALLEGIANCEBoard
C.	APPROVAL OF MINUTESBoard
D.	ADOPTION OF AGENDABoard
E.	BUDGET DEVELOPMENT 2018-2019School Administration
	 BUDGET PRESENTATIONS - SCHOOLS: Georgetown Middle School Rosemary Middle School Waccamaw Middle School Waccamaw Intermediate School Andrews Elementary School
F.	ACTION ITEMS: 1. OUT-OF-DISTRICT TRANSFER REQUEST
	2. PERSONNEL LIST

3.	POLICY IGCC: HONORS PROGRAM (SECOND AND FINAL READING)
4.	ADMINISTRATIVE RULE IGCD-R: ADVANCED COLLEGE PLACEMENT PROGRAM (SECOND AND FINAL READING)
5.	POLICY IHA: GRADING SYSTEM (SECOND AND FINAL READING)
6.	POLICY IKC: CLASS RANKING (SECOND AND FINAL READING)
7.	POLICY LI: RELATIONS WITH EDUCATIONAL ACCREDITATION AGENCIES (SECOND AND FINAL READING)
8.	APPROVAL OF CONTRACT EXTENSION FOR PROGRAM MANAGEMENT SERVICES
9.	RENEWAL OF LEASE AGREEMENT FOR M. B. KAHN CONSTRUCTION

10. APPROVAL OF CONTRACT AMENDMENT FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR HOWARD ADULT CENTER......Ms. Lisa W. Ackerman

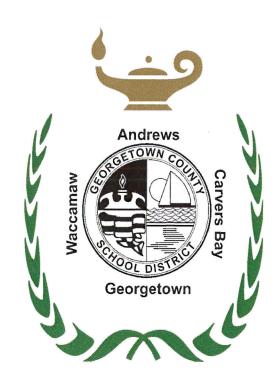
The Administration recommends approval of a contract amendment for Construction Manager at Risk services for Howard Adult Center, as associated with the bond referendum, to Thompson Turner Construction, from Sumter, South Carolina. Furthermore, the Board authorizes the Superintendent to execute the amendment on behalf of the Board.

- **G. INFORMATION ITEM:**
 - 1. REFERENDUM CONSTRUCTION UPDATE......Mr. Bob Sebire M. B. Kahn Construction Company
- H. BOARD/SUPERINTENDENT COMMENTS/REQUESTS
- I. ADJOURNMENT

REMINDER

The Georgetown County Board of Education will have a Regular Board Meeting on Tuesday, March 6, 2018, at 5:30 p.m., in the Board Room, at J. B. Beck Administration and Education Center.

BOARD WORK SESSION MEETING TUESDAY, FEBRUARY 20, 2018 BOARD ROOM – 5:30 P.M.



Georgetown Middle School Rosemary Middle School Waccamaw Middle School Waccamaw Intermediate School Andrews Elementary School

School/Department Name:Georgetown Middle School
Request Type(s):
New Program – Name:
New Personnel – Job Title:Clerical Assistant190
Expand Existing Program - Name:
Additional Budget Allocation(s) Recurring Nonrecurring (one-time)
Transfer Existing Personnel to General Fund (Due to Loss/Reduction of grant funding)
Purpose (Description): Describe the major need this request is intended to address or resolve.
To add a second front office person to help alleviate the burden on our front office staff (one person) and attendance clerk. With the added dimension placed on the front office with safety measures and attendance clerk (truancy) adding an additional person will provide relief for that individual and increase safety measures for the staff and students.
Budget: (Provide a cost estimate or range for preliminary review only.) \$24,000-40,059 (based on salary scale + Insurance)
Potential Benefits: Describe anticipated cost savings or program enhancements expected to result from completing this project that is not described elsewhere on this request. Safety- With the extra person up front it will never leave an employee alone in case of an emergency. It allows for an extra set of eyes if a parent, community member, or student is agitated and may resort to extreme measures to get their point across to our staff or students.
How is this related to the District Strategic Plan? School Renewal Plan? Safety- Is a major portion of our strategic plan and the district plan. We have seen increased measures in cosmetic safety but with the enhancements such CPU sign-in, PowerSchool, and electronic doors it takes away from the efficiency of the front office with telephone messages and personal communication.
Which major area of the Strategic Plan does this impact?
Student Achievement Teacher/Administrator Quality X School Climate X District Priority
Please list Goal and Action Plan.
Requirements and Constraints: To the extent possible, identify any known requirements or constraints. Attach additional pages if necessary. NA
Achievement: How will you measure the results? NA
Submitted by: Seth C. Hillman

School/Department Name: Rosemary Middle School

Request Type(s): No Request for the 2018 - 2019 School Year
New Program – Name:
New Personnel – Job Title:
Expand Existing Program - Name:
Additional Budget Allocation(s) Recurring Nonrecurring (one-time)
Transfer Existing Personnel to General Fund (Due to Loss/Reduction of grant funding)
Purpose (Description): Describe the major need this request is intended to address or resolve.
Budget: (Provide a cost estimate or range for preliminary review only.) \$
Potential Benefits: Describe anticipated cost savings or program enhancements expected to result from completing this project that is not described elsewhere on this request.
How is this related to the District Strategic Plan? School Renewal Plan?
Which major area of the Strategic Plan does this impact?
Student Achievement Teacher/Administrator Quality School Climate District Priority
Please list Goal and Action Plan.
Requirements and Constraints: To the extent possible, identify any known requirements or constraints. Attach additional pages if necessary.
Achievement: How will you measure the results?

Submitted by: La Tanya Brown Goodson

Date: Feb. 13, 2018

School/Department Name:	Waccamaw Middle School		
Request Type(s):			
	Name:		
Additional Budg		Nonrecurring (one-time)	
Transfer Existin	g Personnel to General Fund (Due to Los	ss/Reduction of grant funding)	
Purpose (Description): Describe See attached	the major need this request is intended t	to address or resolve.	
See attached			
According to the GCSD Salary S	or range for preliminary review only.) <u>\$3</u> Scale: \$63,973 – Master 200 Days (100 days o		91,481
Potential Benefits: Describe anticonot described elsewhere on this resee attached	cipated cost savings or program enhance quest.	ments expected to result from completin	g this project that is
How is this related to the District See attached	et Strategic Plan? School Renewal Pla	n?	
Which major area of the Strate	gic Plan does this impact?		1
Student Achievement	X Teacher/Administrator Quality	X School Climate X	District Priority
Please list Goal and Action Plan. See attached			
Requirements and Constraints: To the extent possible, identify ar See attached	ny known requirements or constraints. A	ttach additional pages if necessary.	
Achievement: How will you me	asure the results?		
See attached			
Submitted by: Jamie W. Curry,	WMS Principal	Date: _Tuesday, February 13, 2018_	

Purpose (Description): Describe the major need this request is intended to address or resolve.

The major need this request is intended to address is increased student achievement. In order to continue the tradition of excellence that has been established at WMS, so administrators and teachers can efficiently and effectively meet the growing administrative and curricular responsibilities and demands being added each year, I am requesting an Administrative Assistant (AA) for Waccamaw Middle School.

An AA would work very closely with classroom teachers and administrators to support student learning and increase student achievement. An AA would be responsible for data collection and analysis, ongoing collaboration with teachers and administrators, the creation and implementation of a data driven plan that focuses on enhancing strengths and improving weaknesses derived from the data. The person in this position would focus on individual and group professional development that would expand and refine the understanding of data driven, research based, effective instruction. Personalized support would be based on data analysis, goals, and identified needs of individual teachers and their students.

Potential Benefits: Describe anticipated cost savings or program enhancements expected to result from completing this project that is not described elsewhere on this request.

An Addition of an AA Would Enable Program Enhancements in the Following Areas:

- School Safety
- This addition would assist administration with issues such as student discipline, faculty and staff, community partnerships, building responsibilities, after school activities including but not limited to sports activities, concerts, academic ceremonies, etc.
- Collection and analysis of testing data
- AdvancEd data collection and analysis
- ELEOT observations and documentation
- 4.0 SCTS observations and documentation
- SLO conferences three times per year with each individual teacher
- LDC and MDC Observations
- Professional Development
- Weekly Professional Learning Team (PLT) Meetings
- ADEPT Induction and Veteran Teacher Observations, Documentation, and Conferencing
- 504, IEP, and SIT Team Meetings
- State and District Mandated Testing
- Student, parent, community member, faculty and staff communication, conferences, relationship building
- Assistance with any and all administrative and curricular responsibilities

How is this related to the District Strategic Plan? School Renewal Plan? Please list goal and action plan.

GCSD Strategic Plan:

Goal: Student Achievement:

Action Plan for Strategy #2: Provide a rigorous 6-8 Curricula that emphasizes differentiation for all learners with emphasis upon appropriate planning instructional delivery and assessment

- 2.1 Activity: School plans for Title I Schools will include curriculum specialists.
- **2.2 Activity:** Hire a Middle School Coach as prescribed in the Title I Plans at each of the three Title I Middle Schools.

WMS School Renewal Plan:

Goal: Student Achievement:

ACTION PLAN FOR STRATEGY #1: Implement effective instructional assessment and curriculum alignment strategies in all areas of the ELA curriculum.

ACTION PLAN FOR STRATEGY #1: Implement effective instructional assessment and curriculum alignment strategies in all areas of the Math curriculum.

ACTION PLAN FOR STRATEGY #1: Implement effective instructional assessment and curriculum alignment strategies in all areas of the Science curriculum.

ACTION PLAN FOR STRATEGY #1: Implement effective instructional assessment and curriculum alignment strategies in all areas of the Social Studies curriculum.

Requirements and Constraints:

To the extent possible, identify any known requirements or constraints. Attach additional pages if necessary.

Constraint:

Currently, 27.9% of WMS students qualify for free/reduced lunch. 2017 was 40.9%, and 2016 was 39.4%. WMS will not likely ever qualify for Title I funds, which is what every other middle school in GCSD uses to fund their Curriculum Coach. The first two years as principal, WMS had a Curriculum Coach. Unfortunately, as a result of budget restraints, that position was lost.

Every other elementary and middle school in the district has either a reading or a curriculum coach. Currently, the WMS student population is 411 with two grade levels. WMS' student population is larger than 6 other schools in the school district, all of which have a Curriculum or Reading Coach. WMS does not qualify for Title I funds – and probably never will. In order to maintain equity for all students of Georgetown County, it is imperative that our students are afforded this vitally important resource.

Achievement: How will you measure the results?

Annual School Report Cards, SCReady, PASS, EOC, MAP, AdvancEd, Parent, student, and teacher observations, surveys and inventories, discipline data

School/Departme	nent Name:Waccamaw Intermediate School	
Request Type(s):): NO NEW REQUEST FOR 2018-2019	
	New Program – Name:	
	New Personnel – Job Title:	
	Expand Existing Program - Name:	
	Additional Budget Allocation(s) Recurring Nonrecurring (one-time)	
	Transfer Existing Personnel to General Fund (Due to Loss/Reduction of grant funding)	
Purpose (Descrip	iption): Describe the major need this request is intended to address or resolve.	
Budget: (Provide	de a cost estimate or range for preliminary review only.) \$	
Potential Benefit not described else	fits: Describe anticipated cost savings or program enhancements expected to result from completing this project sewhere on this request.	that is
How is this relat	ated to the District Strategic Plan? School Renewal Plan?	
Student Achie	area of the Strategic Plan does this impact? evement Teacher/Administrator Quality School Climate District Pr and Action Plan.	riority
Requirements a To the extent pos	and Constraints: ossible, identify any known requirements or constraints. Attach additional pages if necessary.	
Achievement: I	How will you measure the results?	
Submitted by:	Date: 1/29/18	

School/Department Name: Andrews Elementary School *We do not have any budget requests at this time. Request Type(s): New Program - Name: New Personnel – Job Title: Expand Existing Program - Name: Additional Budget Allocation(s) Recurring Nonrecurring (one-time) Transfer Existing Personnel to General Fund (Due to Loss/Reduction of grant funding) Purpose (Description): Describe the major need this request is intended to address or resolve. Budget: (Provide a cost estimate or range for preliminary review only.) \$______ Potential Benefits: Describe anticipated cost savings or program enhancements expected to result from completing this project that is not described elsewhere on this request. How is this related to the District Strategic Plan? School Renewal Plan? Which major area of the Strategic Plan does this impact? District Priority School Climate Teacher/Administrator Quality Student Achievement Please list Goal and Action Plan. Requirements and Constraints: To the extent possible, identify any known requirements or constraints. Attach additional pages if necessary. Achievement: How will you measure the results? Submitted by: <u>advience</u> Wathord Date: 2-6-18

IGCC

HONORS PROGRAM

Revised: 2/18 Issued: 7/9/96 Page: 1 of 1

The District will ensure that students participating in honors courses or programs are instructed in all essential elements and demonstrate an acceptable degree of mastery of those elements.

Honors courses will be defined as those courses having a differentiated curriculum that includes a wider range and greater depth of subject matter than that of the regular course. Honors curriculum places emphasis on critical and analytical thinking, rational decision making, and inductive and deductive reasoning.

Beginning in school year 2017 – 2018, all new courses that are assigned honors weighting must meet the criteria in the SC Honors Framework (Appendix A of the UGP). Previous courses approved for honors weighting before 2017 – 2018 may be re-examined with the SC Honors Framework criteria. All evidence that honors courses must meet the criteria of the SC Honors Framework will be retained with the school district as requested by the South Carolina Department of Education (SCDE).

IGCD-R

ADVANCED COLLEGE PLACEMENT PROGRAM

Revised: 2/18 Last Revised: 7/96 Issued: 6/87

Page: 1 of 2

Advanced Placement courses include only those courses developed by the College Board with prescribed curricula and tests for which students receive high school credit; and for which students scoring at an acceptable level on the Advanced Placement examination will be eligible to receive college credit from participating institutions.

Student Eligibility

- A. Only 11th and 12th grade-High school students are eligible under the Statefunded program.
- B. Students must should excel academically in the appropriate subject area and have successfully completed the prerequisite college preparatory course(s).
- C. All students enrolled in Advanced Placement programs for which funding is provided under these regulations shall be required to take the College Board administered examination.

Exception: If a student is unable to take the examination, a written explanation of the individual circumstances must be filed as part of the district's end-of-the-year Advanced Placement report to the State Department of Education.

Requirements for Advanced Placement Teachers

- A. Each teacher of an Advanced Placement course shall hold a certificate appropriate to the course taught as required by the State Department of Education.
- B. Each teacher of an Advanced Placement course shall have completed the appropriate Advanced Placement training program. funded and coordinated by the State Department of Education and verified by the appropriate participating South Carolina college or university.

IGCD-R

ADVANCED COLLEGE PLACEMENT PROGRAM

Revised: 2/18 Last Revised: 7/96 Issued: 6/87

Page: 2 of 2

Exception 1: Newly assigned teachers of Advanced Placement courses will have one calendar year to meet the Advanced Placement course training requirements.

Exception 2: Teachers who have attended, prior to July 1, 1984, a three-hour Advanced Placement training course by either the College Board or the State Department of Education may have the training requirement waived upon presentation of proper verification to the State Department of Education.

Exception 3: Teachers of Advanced Placement courses in subject areas where the number of Advanced Placement classes statewide is less than ten shall attend an alternative training program to be arranged by the State Department of Education with a South Carolina college or university.

LEGAL REFERENCES

- A. S. C. Code, 1976, as amended:
 - 1. Section 59-29-190. Advanced placement courses for academically talented students.
- B. State Board of Education Regulations:
 - 1. R-43-258.1 Advance placement.



GRADING SYSTEM Revised: 2/18

Last Revised: 8/16 Page 1 of 3

The Georgetown County Board of Education recognizes the importance of a student achievement grading system which is meaningful to students, parents, and school personnel. The South Carolina uniform grading policy will be used in grades 2-12.

Grades 2 - 12

A - (90– 100) B - (80 - 89) C - (70 - 79) D - (60 - 69) F - (< 60)

I – Incomplete Work

Students will receive instruction in all of the content curriculum standards with an overall grade of 60% in each subject.

Grades K and 1

Teachers will use report cards and parent conferences to communicate student progress to parents. Students will not receive letter grades/percentages for core areas in K and 1.

Grade 2 Achievement

Teachers will use the report cards and parent conferences to communicate student progress to parents. Parent/Guardian access to their student's(s') grades will be available with password protection in an online format. This will be accompanied by a percentage grade in English/Language Arts and mathematics. These averages will be computed in accordance with the numerical values for achievement in grades 3-8.



Grades 3 - 5 Achievement

Teachers will use the report cards and parent conferences to communicate student progress to parents. Parent/Guardian access to their student's (s') grades will be available with password protection in an online format. Students in grades 3 - 5 will receive percentage grades in language arts, mathematics, science, and social studies. Effort grades of Satisfactory (S), Needs to improve (N), and Unsatisfactory (U) will be given in all other areas.

Grades 6 – 8 Achievement

Teachers will use the report cards and parent conferences to communicate student progress to parents. Parent/Guardian access to their student's (s') grades will be available with password protection in an online format. Semester and final examinations will be a component of each course offered in grades 6-8 with the exception of exploratory courses. The first semester exam will count as 10% of the first semester average and the second semester exam will count as 10% of the second semester average. Exemptions will be permitted only in conjunction with IEP stipulations. Courses taken in grades 6 – 8 which provide Carnegie Units to be earned must follow the high school grading and exam requirements.

Grades 9 - 12

A 90 - 100

B 80 - 89

C 70 - 79

D 60 - 69

F < 60

I Incomplete

course, or 10 days in a 180-day course.

IHA

GRADING SYSTEM

WF...... Withdrew Failing

Students who withdraw after the specified time listed above shall be assigned a WF and the F will be calculated in the student's overall grade point average/ratio with a grade of 50

Credit Recovery... Courses failed may be retaken if available via 'Credit-

Recovery' with *Administrative Approval*. Units earned incourse credit recovery will only reflect a replacement grade of 60% in that course. Credit recovery will be available through the South Carolina Virtual School as with no more than 2 courses per school year recommended to be recovered. All courses to be recovered will remain on the official transcript and each Credit Recovery Course will be denoted by a CR. All course content must be recovered with a passing grade provided by the South Carolina Virtual School. Only then will credit be accrued. Quality Points will be configured in accordance with the Uniform Grading Policy.

Course or course level changes for a student can be initiated by the administration of a school with a teacher recommendation without penalty to the student.

Final examinations will be a component of each course offered in grades 9-12 and will count as 20% of the final grade. Students in Grades 9 – 12 who have a cumulative average of 90% or higher may choose to exempt the final exam except in courses which require the mandatory South Carolina End of Course Exams. In order to exempt the final exam in all other courses and retain their cumulative average for the course the student must have no more than 5 unexcused absences for the course (block schedule) or have no more than 10 unexcused absences for the course (year-long). All excuses for absences must be submitted within 3 school days. Students will be given the option in all classes to take the final exam with the understanding that the exam will count 20% of the final grade.

In grades K-12, schools will use district-adopted report cards to report student progress at nine-week intervals. Interim reports will be issued at the midpoint of the grading period for all students in grades K-12.

LEGAL REFERENCES

A. S.C. Code, 1976, as amended:

1. Section 59-5-68 - Uniform Grading System.

IKC Class Ranking

Revised: 2/18 Issued: 1/07 Page 1 of 2

The numerical ranking of students by class on the basis of academic achievement is permitted only at the high school level.

Students may earn quality points for use in determining grade point averages and class rank in all courses counted as diploma units according to the following schedules high school units of credit (also known as Carnegie Units), including units earned in the middle school or junior high levels.

<u>LIFE SKILLS</u>	COLLEGE PREP	<u>HONORS</u>	PACE/AP/IB
A+ - 3.5 A - 3.0 B+ - 2.5 B - 2.0 C+ - 1.5 C - 1.0	A+4.5 A4.0 B+3.5 B3.0 C+2.5 C2.0	A+ - 5.5 A - 5.0 B+ - 4.5 B - 4.0 C+ - 3.5 C - 3.0	A+ - 6.0 A - 5.5 B+ - 5.0 B - 4.5 C+ - 4.0 C - 3.5
D+ - 0.5	D+ - 1.5	D+ - 2.5	D+ - 3.0
D - 0.0	D - 1.0	D - 2.0	D - 2.5
F - 0.0	E - 0.0	F - 0.0	F - 0.0

When approved by the principal and the parents, a student promoted to the seventh or eighth grade may take units of ninth grade or higher work for high school credit. The high school courses offered must be limited to core, career and technology education, and foreign language courses that are currently in the 9 – 12 section of the activity coding system for the Student Information System. All courses for which a middle school student has received high school credit from an accredited public school (both in and out of district), will transfer with the student and must be transcribed to conform with the South Carolina UGP.

All report cards and transcripts will use numerical grades for courses carrying high school units of credit. Transcripts and report cards will specify the course title and the level or type of course the student has taken (e.g., English 1, Algebra 2 Honors, etc.). The current grading scale must be printed on the report card and all official transcripts.

Grade point ratios are computed using the formula below:

7-Poing Scale-2009 (See Table A) Example of Student Grade

Course Taken	Numerical Average	Quality Points	Unit
English I	91	3.750	1
Algebra I	87	3.250	1
Physical Science	94	4.125	1
World Geography, Honors	83	3.250	1
Physical Education	92	3.875	.5
French 1	84	2.875	1

Computation

Quality Points		Units		
3.750	X	1.0	=	3.750
3.250	X	1.0	=	3.250
4.125	X	1.0	=	4.125
3.250	X	1.0	=	3.250
3.875	X	.5	=	1.9375
2.875	X	<u>1.0</u>	<u>=</u>	<u>2.875</u>

Sum of Units Attempted 5.5 / 19.1875 Sum of Quality Points X Units Sum of (Quality Points X Units) divided by sum of units attempted,

truncated to 33 decimal places 19.1875 ÷ 5.5 truncated 3.488636 to 3.488

10 Point Scale 2016 Student Example

Course Taken	Numerical Average	Quality Points	Unit
English I	91	4.100	1
Algebra I	87	3.700	1
Physical Science	94	4.400	1
World Geography, Honors	83	3.800	1
Physical Education	92	4.200	1.0
French 1	84	3.400	1

Computation

Quality Points		Units		
4.100	X	1.0	=	4.100
3.700	X	1.0	=	3.700
4.400	X	1.0	=	4.400
3.800	X	1.0	=	3.800
4.200	X	1.0	=	4.200
3.400	X	<u>1.0</u>	<u>=</u>	<u>3.400</u>

Sum of Units Attempted 6.0 / 23.600 Sum of Quality Points X Units Sum of Quality (Points X Units) Sum of Units Attempted, truncated to 3 decimal places

23.600 ÷ 6.0 truncated 3.9333333

Computation will NOT be rounded to a higher number.

The formula, which is in compliance with the State Uniform Grading Policy, will yield each student's GPRA which can then be ranked from highest to lowest rank in class. Computations will not be rounded to a higher number. All diploma candidates are included in the ranking.

GPRA = sum (quality points x units) sum of units attempted

The chart in IKC-E (Table A) will be used for converting grades to the appropriate weighting.

The level assigned to each course offered in the high schools (college prep, honors, and PACE/AP/IB will be published in the District Master Course Catalog and shall be reviewed each year by the Division of Instruction. Courses without a specific designation will be considered college prep for the awarding of quality points.

Students may repeat courses in which the final grade was a D or F before the conclusion of the following academic year. The student's record will reflect all courses taken and the grade earned except in the case of ninth grade courses which were taken in the eighth grade. If those courses are retaken in the ninth grade, enly the ninth grade attempt the higher of the two attempts will show on the transcript and enly the ninth grade retake the higher grade will be used in figuring the student's GPRA.

LEGAL REFERENCES

A. S.C. Code, 1976, as amended:

1. Section 59-5-68 - Uniform Grading System.



RELATIONS WITH EDUCATIONAL ACCREDITATION AGENCIES

Revised: 2/18

Issued Last Revised: 6/96

Rescinds: MK Issued: 9/80 Page 1 of 1

The Board shall seek to obtain and retain full accreditation of the district's schools by appropriate agencies such as the Southern Association of Colleges and Schools (SACS) Advanced as well as the South Carolina State Department of Education (SDE).

The district shall cooperate fully with SACS <u>AdvanceED</u> and SDE in complying with membership obligations and completing financial obligations necessary to maintain accreditation including taking part in evaluations in other districts.

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the day of (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Georgetown County School District J.B. Beck Administration & Education Center 2018 Church Street Georgetown, SC 29440

and the Construction Manager: (Name, legal status, address and other information)

M.B. Kahn Construction Co., Inc. 101 Flintlake Road Columbia, SC 29223 Phone: 803-736-2950

for the following Project: (Name, location and detailed description)

2016 Bond Program consisting of renovations, additions and new construction

The Architect:

(Name, legal status, address and other information)

To Be Determined - Multiple Architects anticipated

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232™-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified



AIA Document C171™ – 2013

Standard Form of Agreement Between Owner and Program Manager for use in a Multiple Project Program

AGREEMENT made as of the Second day of May in the year Two Thousand Seventeen (In words, indicate day, month and year.)

BETWEEN the Program Manager's client identified as the Owner: (Name, legal status, address and other information)

Georgetown County School District J.B. Beck Administration & Education Center 2018 Church Street Georgetown, SC 29440

and the Program Manager: (Name, legal status, address and other information)

M.B. Kahn Construction Co., Inc. 101 Flintlake Road Columbia, SC 29223 Phone: 803-736-2950

for the following Program:

(Name, location, and detailed description of the group of buildings and/or site improvement projects included in the Program)

2016 Bond Program consisting of renovations, additions and new construction

The Owner and Program Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

to the projects to take photographs. However, the Program Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Program Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Program Manager in the Owner's promotional materials for the Program.

- § 9.7 If the Program Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.7.1.
- § 9.7.1 If the Program Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Program, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 9.7.
- **§9.7.1.2** "Personally Identifiable Student Information" so designated by the Family Educational Rights and Privacy Act ("FERPA") is confidential information unless specifically designated otherwise by the Owner.
- § 9.8 Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.
- § 9.9 The Owner agrees not to solicit or hire the Program Manager's employees who are involved with the Program prior to one year after completion of the Program. If the Owner hires a Program Manager's employee involved with the Program prior to one year after completion of the Program, the Owner agrees to pay the Program Manager an amount as set forth below.

(Insert stipulated sum or method of calculation for the amount to be paid to the Program Manager.)

ARTICLE 10 COMPENSATION

§ 10.1 For the Program Manager's Basic Services described under Article 3, the Owner shall compensate the Program Manager as follows:

(Insert amount of, or basis for, compensation, including stipulated sums, hourly or monthly billing rates, direct salary expense plus multiple, or monthly fee.)

This is a multi-term contract for the initial contract period, to begin upon Notice to Proceed and end one (1) calendar year later. The contract may be extended by mutual agreement of both parties for an additional four (4) years, in single year increments. Additionally, at the recommendation of Procurement Administration, a contract may be extended beyond the initial cumulative five (5) year period, for an additional two (2) years, with the approval of the superintendent.

- Year 1: One Million, Two-Hundred Seventy Thousand Dollars (\$1,270,000.00)
- Year 2: One Million, Four-Hundred Fifty-Six Thousand, Five-Hundred Dollars (\$1,456,500.00)
- Year 3: One Million, Four-Hundred Thirty-Two Thousand, Four-Hundred Seventy-Five Dollars (\$1,432,475.00)
- Year 4: One Million, Four-Hundred Ninety-Eight Thousand, Two-Hundred Forty-Five Dollars (\$1,498,245.00)
- Year 5 (if required): An Allowance of Five Hundred Thousand Dollars (\$500,000.00)

Program completion is intended within initial four-year period. Compensation for services beyond year four will be negotiated on an annual basis based on remaining projects to be completed.

Annual compensation noted above shall be invoiced and paid in 12 equal monthly installments commencing in the first month of each year of this agreement.

(895107959)

GOVERNMENTAL REAL ESTATE LEASE

THIS LEASE AGREEMENT (the "Lease") is made as of the Executed Date (which is the date on which the Department of Administration, Real Property Services, executes this Lease as set forth on the signature page) by and between: <u>Georgetown County Board of Trustees</u> (the "Landlord") having an address at 2018 Church Street, Georgetown, South Carolina 29440, and MB Kahn Construction Company, Inc. (the "Tenant"), an for-profit company, having an address at 101 Flintlake Road, Columbia, South Carolina 29223.

ARTICLE 1 - DEMISE OF PREMISES

1.1. Landlord hereby leases and lets to Tenant and Tenant hereby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, the premises (the "Demised Premises") consisting of approximately 1000 rentable square feet of the building (the "Building") located at 2018 Church Street, Office B136 and a portion of B141, Georgetown, South Carolina 29440, in the County of Georgetown, State of South Carolina (the "Land"), together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto.

ARTICLE 2 - TERM

2.1. The term of this Lease shall be <u>one (1)</u> year (the "Term") beginning on <u>May 1, 2018</u>, (the "Commencement Date") and, unless terminated or extended, shall end on <u>April 30, 2019</u>, (the "Termination Date"). The parties shall have the option of extending the lease at the conclusion of each one-year term for up to <u>five (5)</u> years.

ARTICLE 3 - BASIC RENT

- 3.1. Tenant shall pay rent (the "Basic Rent") to Landlord during the Term at an annual aggregate amount of \$2,000.00, which will be deducted monthly from the amount the Landlord otherwise owes to the Tenant for services provided by the Tenant. Tenant will submit a monthly change order to reflect the reduction in the amount owed by the Landlord to the Tenant.
- 3.2. All rental payments to be made by Tenant pursuant to this Lease shall be apportioned and prorated as of the Commencement Date and the Termination Date or as of the date of an earlier termination pursuant to this Lease, as the case may be.

ARTICLE 4 - USE

- 4.1. Tenant shall have the right to use the Demised Premises for any lawful purpose. At the commencement date of this Lease, Tenant plans to use the Demised Premises for office use relating to its construction management work with the District.
- 4.2. If during the Term the application of any statute, code or ordinance of any government, authority, agency, official or officer applicable to the Building or the Demised Premises makes it impossible

or not economical for Tenant to operate in the Demised Premises in accordance with subparagraph 4.1, then Tenant, at its option, may terminate this Lease, whereupon the Basic Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

ARTICLE 5 - ASSIGNMENT AND SUBLETTING

- 5.1. Tenant shall not assign this Lease or sublet the Demised Premises to any other entity without the prior written consent of Landlord, which shall not be unreasonably withheld, to any other person or party, provided that any such assignment or sublease shall be upon the same terms and conditions as this Lease.
- 5.2. Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by any assignee or sub-lessee of Tenant and the performance of such act shall be deemed to be performance by Tenant.

ARTICLE 6 - SERVICES

- 6.1. The services provided by the Landlord to Tenant as part of Basic Rent shall include, but are not limited to, water and sewer, lighting, heating, ventilating, air conditioning, electricity, internet service, janitorial service, security service, fire detection service, fire suppression, grounds maintenance, general building maintenance, building equipment maintenance, electrical systems maintenance, HVAC maintenance, plumbing maintenance and any other service necessary to maintain and operate all Building and site improvements. Services provided by the Landlord shall include all service charges, labor, materials and supplies.
- 6.2. Tenant shall have the option but not the obligation to separately meter all utilities servicing the Demised Premises and to make direct payment for such utility services to the suppliers thereof. If such option is exercised, Tenant shall notify the Landlord in writing and basic rent shall be adjusted to exclude those services separately metered.

ARTICLE 7 - LANDLORD'S REPRESENTATIONS AND WARRANTIES

- 7.1. Landlord represents and warrants to Tenant that:
- (a) Landlord is the owner of the Land and Building in fee simple, that title is marketable and not subject to any defects or encumbrances which could adversely affect the use of the Demised Premises as contemplated by this Lease; that Landlord has full right, power and authority to execute and deliver this Lease and to grant to Tenant the exclusive use and possession of the Demised Premises;
- (b) The use of the Demised Premises contemplated by the Lease will be a permitted use under all applicable statutes, codes, rules, regulations and ordinances now in effect and, to the best of the Landlord's knowledge, there are no pending proceedings or plans to change such statutes, codes, rules, regulations and ordinances;

- (c) Neither the Land, the Building nor the Demised Premises, nor any portion thereof, is being condemned or taken by eminent domain and, to the best of the Landlord's knowledge, no such proceedings are contemplated by any lawful authority;
- (d) To the best of Landlord's knowledge and belief, there is available to the Building and the Demised Premises adequate public water, gravity fed storm and sanitary sewers, electricity and telephone service for Tenant's intended use of the Demised Premises as described in this Lease;
- (e) Landlord will not discontinue any service required to be provided by Landlord pursuant to this Lease and, if any such discontinuance is contemplated, Landlord will provide Tenant with written notice at least thirty (30) days prior thereto together with a statement of the appropriate reduction in Basic Rent as compensation for such discontinuance;
- (f) Landlord will keep the Land, the Building and the Demised Premises in good order and repair and make all reasonable improvements to maintain the Land, the Building and the Demised Premises in the same condition as at the commencement of this Lease;
- (g) Landlord will keep the Building and the Demised Premises protected against flood, storm, water leakage through roofs and windows and against other hazards of nature and will repair or protect same from such hazards within ninety (90) days after Landlord has notice of damage or the need for repair;
- (h) Landlord will repair and remediate any damage and environmental hazard (including mildew and mold) to the Building and/or the Demised Premises resulting from water damage within ninety (90) days after Landlord has notice of damage or the need for repair;
- (i) Landlord will be responsible for any asbestos testing needed and asbestos abatement required as a result of Renovations or Improvements, as defined in Article 10 herein below, made by Landlord or Tenant;
- (j) Landlord will provide peaceful and quiet enjoyment of the Demised Premises to Tenant and will not allow such peaceful and quiet enjoyment to be disrupted or interfered with by any other tenant in the Building, by Landlord, by anyone claiming under Landlord or any other person, party or entity;
- (k) To the best of Landlord's knowledge, the common areas of the Building and the Land comply with the Americans with Disabilities Act of 1990 and the rules and regulations promulgated thereunder (the "ADA") together with any amendments thereto;
- (1) Landlord shall provide a floor plan to scale of the Demised Premises as occupied by the agency at the commencement of the lease within thirty (30) days of Tenant's occupancy.
- 7.2. Landlord acknowledges that Tenant is relying upon each of the representations and warranties set forth in subparagraph 7.1 and that the matters represented and warranted by Landlord are substantial and material to Tenant. In the event such representations and warranties shall be breached by Landlord, Tenant, at its sole election, may terminate this Lease in accordance with subparagraph 13.1(d).

ARTICLE 8 – TENANT'S COVENANTS

- 8.1. Tenant covenants and agrees that it shall:
- (a) Pay Basic Rent when due (provided a written invoice is submitted thirty (30) days in advance to the Tenant by the Landlord) provided, however, that should any rent become more than fifteen (15) days past due, Landlord shall give Tenant notice in writing to pay the same within fifteen (15) days of receipt of such notice;
- (b) Maintain the Demised Premises in a clean and good condition and return the Demised Premises to Landlord at the termination of this Lease in accordance with Article 17 hereof. Tenant shall not be obligated to make any repairs arising out of or in any way caused by 1) settling, 2) defects in labor, workmanship, materials, fixtures or equipment employed, supplied or installed by or on behalf of Landlord, or 3) the negligence of Landlord, its agents or employees.
- (c) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Demised Premises;
- (d) Give Landlord reasonable notice of any accident, damage, destruction or occurrence affecting the Demised Premises; and
 - (e) Allow Landlord reasonable access to the Demised Premises for inspections.

ARTICLE 9 - ARCHITECTURAL BARRIERS

9.1. Landlord covenants and agrees that the Land, Building and Demised Premises, being open to the public, shall comply with any and all applicable State law, rules and regulations with respect to architectural barriers or design that would prohibit free and full access to and use of the Land, Building, Demised Premises or any part thereof by the aged, disabled or physically handicapped. In the event the Land, Building or Demised Premises do not so comply as of the Commencement Date of this Lease, Landlord shall, at Landlord's sole cost and expense and within ninety (90) days following the Commencement Date, alter, repair, renovate or otherwise provide at the Land, Building and Demised Premises all reasonable access and use thereof for the aged, disabled or physically handicapped as required by Law.

ARTICLE 10 - ADDITIONS, IMPROVEMENTS AND ALTERATIONS

10.1. Tenant may, with the prior written consent of Landlord, which shall not be unreasonably withheld, make nonstructural additions, improvements or alterations to the Demised Premises ("Improvements") at its sole cost and expense. Each such improvement shall be completed in a good and workmanlike manner and in accordance with all applicable codes, rules and regulations. Tenant shall advise Landlord, when requesting consent to install Tenant Improvements, whether Tenant will remove the Improvements at the termination of this Lease. If Tenant elects not to remove the Improvements, the Improvements shall become part of the Demised Premises and subject to this Lease. If the Improvements will

be removed by Tenant, Tenant shall restore the Demised Premises to its condition prior to such installation, reasonable wear and tear and damage by fire or other casualty excepted.

10.2. Landlord agrees that all trade fixtures, signs, equipment, furniture or other personal property of whatever kind or nature kept or installed at the Demised Premises by Tenant shall not become the property of Landlord or a part of the realty no matter how affixed to the Demised Premises and may be removed by Tenant at any time and from time to time during the term of this Lease.

ARTICLE 11 - CONDEMNATION AND CASUALTY

- 11.1. If there is any damage to or destruction of the Building, the Demised Premises or any portions thereof, or if any proceedings or negotiations are instituted which do or may result in a taking by condemnation or eminent domain ("Taking"), each party will promptly give notice thereof to the other, describing the nature and extent thereof.
- 11.2. If the restoration, replacement or rebuilding of the Building or the Demised Premises or any portion thereof as nearly as practicable to its value, condition and character immediately prior to any damage, destruction or Taking ("Restoration") can be completed within ninety (90) days after the occurrence, Tenant may elect to either (a) terminate the Lease immediately upon providing notice to Landlord or (b) allow Landlord to commence and complete Restoration of the Building and the Demised Premises.
- 11.3. If Tenant elects to allow Landlord to Commence and complete Restoration of the Building and the Demised Premises and Restoration cannot be completed within ninety (90) days after the occurrence, then Tenant may terminate this Lease by notice to Landlord given within ten (10) days following the earlier to occur of (a) the date the Restoration should have been completed, or (b) the date on which Landlord advises Tenant that the Restoration cannot be completed within ninety (90) days of the occurrence, whereupon Basic Rent and all other payments by Tenant hereunder shall be apportioned as of the date of the damage, destruction or Taking.
- 11.4. Upon damage or destruction to the Building or the Demised Premises or upon a Taking thereof which does not result in termination, Basic Rent and all other payments and charges payable by Tenant hereunder shall abate as of the date of the occurrence, or in the case of partial damage, destruction or Taking which does not cause Tenant to discontinue use of the Demised Premises as contemplated herein, the Basic Rent and all other payments and charges shall be equitably apportioned.
- 11.5. Nothing contained herein shall be deemed or construed to prevent Tenant from asserting and prosecuting a claim for the value of its leasehold estate, its leasehold improvements or moving and related costs in the event of any Taking.

ARTICLE 12 - INSURANCE AND TAXES

12.1. Landlord shall at all times during the Term of this Lease maintain, with insurers authorized to do business in the State of South Carolina, fire insurance with extended coverage for the Building of which

the Demised Premises is a part in an amount not less than the actual replacement cost, including the cost of debris removal.

- 12.2. If, as a result of Landlord's leasing of the remaining portions of the Building to parties other than Tenant, or as a result of any assignment or subletting by such parties, Landlord's insurance premium for the coverage required by subparagraph 12.1 shall be increased, tenant shall not be liable for or obligated to pay any portion of such increase.
- 12.3 Landlord shall pay, when due, real estate taxes assessed against the Land and Building during the Term of this Lease.

ARTICLE 13 - TENANT CANCELLATION PRIVILEGE

- 13.1. Notwithstanding the Commencement Date and Termination Date set forth in subparagraph 2.1 of this Lease, Tenant shall have the right to cancel this Lease or to relinquish any portion of the Demised Premises upon giving Landlord thirty (30) days written notice of its cancellation hereof upon the occurrence of any one or more of the following:
- (a) If the Tenant is dissolved and no longer performs the functions and purposes ascribed to it; or
- (b) If at any time during the Term the square footage in the Demised Premises is, in the sole opinion of the Department of Administration, Real Property Services, inadequate, insufficient or unnecessary for the normal operations and maximum efficiency of Tenant; or
- (c) If Landlord shall have breached any covenant, condition, representation or warranty made by Landlord in this Lease and such breach shall have continued uncured or uncorrected for a period of thirty (30) days after notice by Tenant to Landlord of such breach and request to cure or correct, or as otherwise stated herein; or
- (d) If Landlord rejects Tenant's request for additional space in the Building upon the same terms and conditions as stated herein, including the annual rate per rentable square foot for rent.
- 13.2. In addition to the cancellation privileges set forth in subparagraph 13.1, Tenant shall also have the right to cancel this Lease or any portion of the Demised Premises at any time after the first six (6) months of the Term by giving sixty (60) days' written notice to Landlord of Tenant's intention to vacate all or a portion of the Demised Premises.
- 13.3. Tenant shall have the right to reduce the size of the Demised Premises during the term of the lease with no continuing obligation under this Lease pertaining to such space by providing Landlord at least thirty (30) days prior written notice identifying the space to be vacated and the date on which Tenant intends to vacate such space. Should Tenant exercise its right to reduce space, Tenant shall relinquish space which is (i) contiguous with any previously relinquished or otherwise vacant space on the same floor; and/or (ii) is reasonably marketable to a third party. Tenant's rights under this section are separate and in addition to any space that may be relinquished under this Article 13. Rent shall be reduced by the amount of space

relinquished multiplied by the applicable annual rate per square foot as stated in subparagraph 2.1 hereinabove.

ARTICLE 14 - EXEMPTIONS

- 14.1. Landlord and Tenant agree that Tenant shall be specifically exempt from the payment, furnishing or providing to Landlord of any of the following:
- (a) Security deposits for any rents or other charges to be paid by Tenant pursuant to this Lease or for any service or item supplied to Tenant by Landlord;
 - (b) Liquidated or punitive damages for any cause or reason;
- (c) Landlord's attorneys' fees, court costs of collection in connection with any action or inaction by Tenant under this Lease;
- (d) Any form of insurance coverage for Landlord or any person or entity other than Tenant or for any real or personal property of any party other than Tenant including, but not limited to, fire, comprehensive general public liability or contractual liability; provided, however, that this provision shall not apply to the payment by Tenant of its portion of the costs for the insurance required to be maintained by Landlord in accordance with Article 12 of this Lease;
- (e) Any indemnification, hold harmless, release or waiver agreement by Tenant to Landlord or any other person, party or entity; and
- (f) Payment of any late charges or penalties for failure by Tenant to make payment of Basic Rent, Additional Rent or any other charges payable to Landlord pursuant to this Lease.

ARTICLE 15 - SUBORDINATION AND NON-DISTURBANCE

15.1. Any mortgage which may now or hereafter affect the Land, the Building, the Demised Premises, or any part thereof, and any renewals, modifications, consolidations, replacements or extensions thereof shall provide that so long as there shall be no continuing event of default by Tenant hereunder, the leasehold estate of Tenant created hereby and Tenant's peaceful and quiet possession of the Demised Premises shall be undisturbed by any foreclosure of such mortgage. In the event that any such mortgage affects the Land, the Building or the Demised Premises as of the Commencement Date, Landlord shall furnish Tenant with an executed non-disturbance agreement from any such mortgagee.

ARTICLE 16- MINOR REPAIRS

16.1. If at any time during the Term Tenant shall find in the Demised Premises items in need of repair or replacement, including, but not limited to, torn or damaged carpet, improper or inadequate lighting, faulty workmanship in construction, inoperative door locks or other similar deficiencies which affect Tenant's use and enjoyment of the Demised Premises, Tenant shall give written notice thereof to Landlord and Landlord shall, at its sole cost and expense, repair, replace or otherwise cure the deficiencies described by Tenant within thirty (30) days of the date of Tenant's notice thereof. In the event Landlord shall fail or refuse

to repair, replace or cure the deficiency within the time aforesaid and the cost of such repair, replacement or cure is less than \$3,000, Tenant shall have the right, but not the obligation, to undertake such repair, replacement or cure and, in such event, shall have the right to deduct the cost thereof from the next due monthly installment of Basic Rent. In the event Tenant does not undertake such repair, replacement or cure, irrespective of the cost thereof, and Landlord shall not have repaired, replaced or cured such deficiency within sixty (60) days of the date of Tenant's notice to Landlord of such deficiency, Tenant may, at its option, terminate this Lease, whereupon the Basic Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

ARTICLE 17 - SURRENDER

17.1. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Demised Premises to Landlord in good order and condition, except for ordinary wear and tear, permitted additions, improvements or alterations made by Tenant and the results of any damage, destruction or Taking. Tenant shall remove from the Demised Premises on or prior to such expiration or earlier termination all of its property situated therein.

ARTICLE 18 - NOTICES

18.1. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when either (i) personally delivered, or (ii) sent by first class mail, postage prepaid, or (iii) delivered, costs prepaid, by any reputable delivery service that provides written evidence of delivery, or (iv) sent during normal business hours by facsimile transmission or other electronic transmission, including email, that is evidenced by written mechanical confirmation of delivery or written confirmation from the recipient that the transmission was received, in which case notice shall be deemed given on the date of facsimile or electronic transmission. Notice shall be given at the addresses appearing at the heading of this Lease.

ARTICLE 19 - AMENDMENTS

19.1. This Lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purposes unless it is in writing and signed by the party against whom enforcement thereof is sought.

ARTICLE 20 - HOLDOVER

20.1. In the event Tenant shall remain in the Demised Premises after the Term has expired and Tenant shall have failed to give notice to Landlord of Tenant's intent to extend this Lease in accordance with subparagraph 2.1 hereof, Tenant shall be deemed to be a tenant from month to month and Tenant shall continue to pay the Basic Rent last in effect under the Lease until either Landlord or Tenant, by thirty (30)

days' written notice to the other, shall terminate this Lease, whereupon the Basic Rent and all other charges payable by Tenant hereunder shall be apportioned as of such date of termination.

ARTICLE 21 – PARKING

21.1. Tenant shall have full access to and free use of the surface parking lot surrounding the Building. Landlord shall be responsible for maintaining the surface parking lot in good repair.

ARTICLE 22 - MISCELLANEOUS

- 22.1. If any provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.
- 22.2. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.
- 22.3. This Lease may be executed in counterparts, each of which when so executed and delivered, shall constitute an original, fully executed counterpart for all purposes, but such counterparts shall constitute but one instrument.
- 22.4. The Article headings of this Lease are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.
- 22.5. This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.
- 22.6. Any amendment, renewal, subordination, non-disturbance, attornment, estoppel or other agreement affecting a change to the terms and conditions herein and requiring the signature of Tenant requires the approval of Real Property Services.
- 22.7. This Lease is subject to and conditioned upon the approval of Real Property Services, and shall be of no force or effect until the consent of such office shall be endorsed herein.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year indicated under their signature.

WITNESS:	LANDLORD: Georgetown County School District Board of Trustees
(witness signature)	(signature for landlord)
	(printed name and title of signatory)
	(date signed by landlord)
WITNESS:	TENANT: MB Kahn Construction Company, Inc.
(witness signature)	(signature for tenant)
	(printed name and title of signatory)
	(date signed by tenant)

CONTRACT AMENDMENT

This Agreement, dated as of February 21, 2018, amends the Standard Form of Agreement Between Owner and Construction Manager as Constructor (A133-2009), dated November 8, 2017, between the Georgetown County School District as Owner and Thompson Turner Construction, Division of Thompson Construction Group, Inc. as the Construction Manager, as follows:

1. The following Project is added:

Howard Adult Center Renovations 500 S. Kaminski Street Georgetown, SC 29440

2. The Construction Manager's compensation for Preconstruction Phase services in § 4.1.2 is amended by adding:

A stipulated lump-sum payment for Howard Adult Center in the amount of Eighteen Thousand (\$18,000.00) Dollars

3. The Construction Manager's compensation for Construction Phase services in § 5.1.1 is amended by adding:

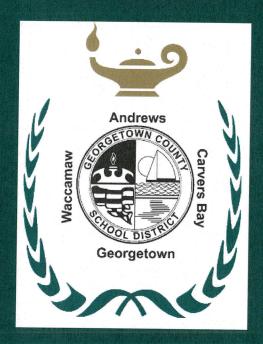
For the Howard Adult Center Project: Six (6%) percent of the cost of the work agreed in the GMP Amendment

4. All other terms of the contract are unchanged and apply to each Project separately as if the parties had executed separate documents for each one.

This Contract Amendment is entered into as of the day and year first written above.

Owner Georgetown County School District	Construction Manager Thompson Turner Construction
By: H. Randall Dozier	By:
As Its: Superintendent	As Its:

MONTHLY PROGRESS REPORT February 2018



GEORGETOWN COUNTY School District



M. B. KAHN / CONSTRUCTION MANAGEMENT DIVISION
P. O. Box 1179 / Columbia, SC 29202
Phone 803 / 736-2950

Overall Program:

The 2016 Local Bond Referendum provided Georgetown County School District with approximately \$165 million in funding for additions and renovations of existing public school buildings. Included in that referendum are additions to each of the High Schools of an auxiliary gymnasium, tennis courts, upgrades to the running track surface, general renovation work, as well as, required maintenance mainly related to roofing and HVAC improvements. Improvements to the Middle and Elementary Schools include one auxiliary gymnasium, expansions to several dining areas, general renovation work and required maintenance including roofing and HVAC improvements.



Design and Pre-Construction Status:

Construction Documents are due for Waccamaw High School and Howard Adult Center by the end of the month. Construction Documents for Georgetown High will also be submitted the first week in March, while the Documents for Andrews High School will be submitted by March 15, 2018. The drawings for Carvers Bay High School and Waccamaw Intermediate School are in progress.

Construction Documents will be reviewed and distributed for final pricing as they are received. The bid period for projects will be staggered to avoid placing all the work in the bid market at the same time. We are currently planning on a minimum two week lag between projects.

The Construction Management teams are currently working on completing constructability reviews, safety plans and schedules based on the Design Development drawings.

The main gymnasium floor replacement at Georgetown High School, funded by insurance and 8% monies, will be integrated with the Bond Program work in the gymnasium to complete the work related to the gym floor area this summer. A GMP amendment is being issued to Thompson Turner to include the gym floor removal, replacement, removal of the existing gas heaters in the ceiling, new lights in the gym as well as new paint in the gym. The early issuance will allow materials to be ordered and all work to be completed this summer.

Approvals and Bid Status:

The Construction Management at Risk contract for Howard Adult Center will be submitted for approval at the February 20, 2018 Board meeting.

Construction Status:

The track surface contractor has been mobilized since January 24, 2018. Currently 75% of Waccamaw High School has the Final layer of surface installed while Georgetown High School has 33% installed. Weather has slowed progress, but the track surface is likely to be completed by mid February. The track striping will take an additional three days to complete.

The asphalt work for the Andrews and Carvers Bay High Schools will start by May 15, 2018.

Other Issues:

No other issues at this time.





Andrews High School

Architect: AAG Architectural Group

Scope of work includes the addition of an auxiliary gymnasium, expansion of the welding and small engine repair shops, resurfacing of the running track, upgrades to the athletic fields, general renovations as well as required maintenance items including HVAC upgrades and a new fire alarm system

Status

The Design Development drawings were submitted in December; however, there is more information required for this submittal before these drawings can be estimated. AAG is currently working to provide that information.

The running track asphalt package has been awarded with construction starting on May 15, 2018.

EDCON from Peak, South Carolina, is the Construction Manager for this project.

Schedule

2017	2017 2018		2020
MAMJJASOND	J F M A M J JA S O N D	J F M A M J JA S O N D	JFMAMJJA
		Move in	
DESIGN	*	CONSTRUCTION	



Progress to Date





Carvers Bay High School

Architect: UWPD Architecture

Scope of work includes the addition of an auxiliary gymnasium, expansion of the wood shop, resurfacing of the running track, tennis courts, upgrades to the athletic fields, general renovations as well as required maintenance items including HVAC upgrades and a new fire alarm system

Status

The estimate from the Construction Management firm is currently under review. Constructability comments have been forwarded to the Architect. The phasing and safety plans are still being developed for this project.

The running track asphalt package has been awarded with construction scheduled to start on May 15, 2018.

H. G. Reynolds from Aiken, South Carolina, is the Construction Manager for this project.

Schedule

2017	2018	2019	2020
MAMJJASOND	J F M A M J JA S O N D	J F M A M J JA S O N D	JFMAMJJA
		Mark	
DESIGN		CONSTRUCTION	



(AHN



Georgetown High School

Architect: Goforth, Brown and Associates

Scope of work includes the addition of an auxiliary gymnasium, expansion of the welding shop and dining area, renovation of the media center, resurfacing of the running track, tennis courts, upgrades to the athletic fields, general renovations as well as required maintenance items including HVAC upgrades

Status

The estimate from the Design Development drawings is currently being reviewed. The phasing and safety plans are being developed. The Architect is working to have the Construction Documents completed early next month. There are still some code issues with the bathroom renovations we are still working to resolve. This is the most complex project we have and will be the most challenging to both design and build.

The track surface contractor mobilized on January 24, 2018 and despite 9 rain days to date they are about 33% complete with the top layer of the track. The contractor needs three more good days of weather to complete the track surface and then three more good days to complete the striping.

Thompson Turner Construction from Sumter, South Carolina, is the Construction Manager for this project.

Schedule

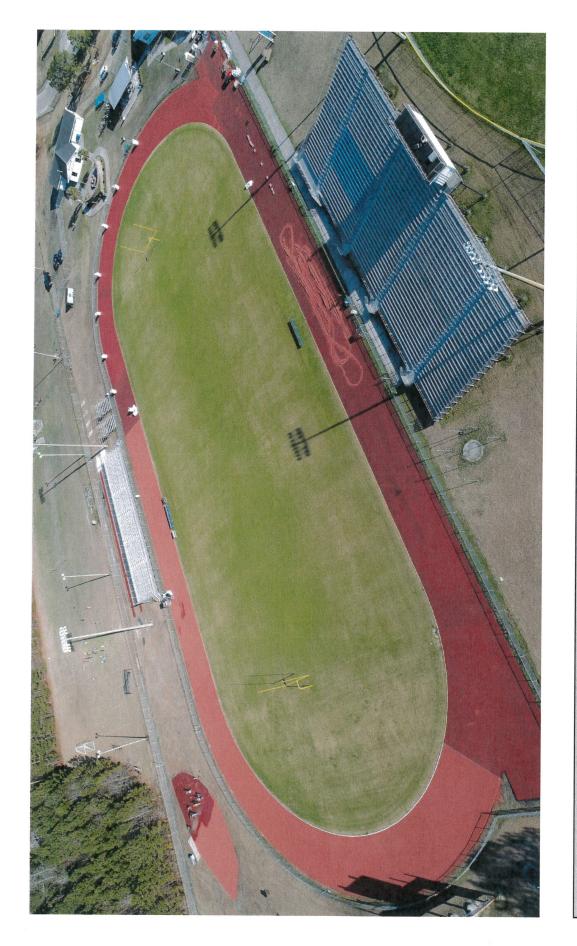
2017	2018	2019	2020
MAMJJASOND	J F M A M J JA S O S D	J F M A M J JA S O N D	JFMAMJJA
		Man	
DESIGN		CONSTRUCTION	



Progress to Date









Waccamaw High School

Architect: Stubbs Muldrow Herin architects

Scope of work includes the addition of an auxiliary gymnasium, new science labs, a distance learning lab, upgraded Chorus facility, resurfacing of the running track, tennis courts, upgrades the athletic fields, general renovations as well as required maintenance items including HVAC upgrades

Status

The Construction Documents are scheduled to be delivered at the end of the month. The phasing and safety plans are still being developed.

The track surfacing contractor has installed roughly 75% of the top coat of the track. The contractor needs two more good weather days to complete the surface and then three days to install the striping. They mobilized on January 24, 2018, and have been delayed by nine rain days.

Contract Construction from Ballentine, South Carolina, is the Construction Manager for this project.

Schedule

2017	2018	2019	2020	
MAMJJASOND	J F M A M J JA S O N D	J F M A M J JA S O N D	JFMAMJJA	
		Mane		
DESIGN		CONSTRUCTION	,	











Waccamaw Intermediate School

Architect: SGA Architecture

Scope of work includes the addition of an auxiliary gymnasium, a new band room, general renovations as well as required maintenance items including HVAC upgrades

Status

The size of the gymnasium floor is currently under review to make this a full sized gymnasium. The District has requested the court size for this gym to be the same as the High School gyms. The design schedule may shift on this project, however it will still be completed for the 2019 school year.

FBi Construction from Florence, South Carolina, is the Construction Manager for this project.

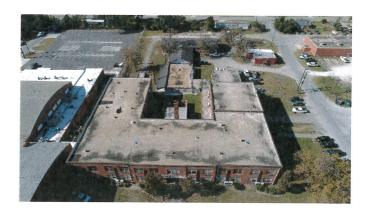
Schedule

2017	2018	2019	2020
MAMJJASOND	J F M A M J JA S O S D	J F M A M J JA S O N D	JFMAMJJA
	<u> </u>	Mone	
DESIGN	DESIGN		



Progress to Date





Howard Adult Center

Architect: Red Iron Architects

Scope of work includes new HVAC system, window replacement, group restrooms upfit and door hardware.

Status

Construction Documents for this project are scheduled to be received by the end of this month. In January we met with Georgetown Electric Department and they will be able to provide the additional service required for the new HVAC equipment.

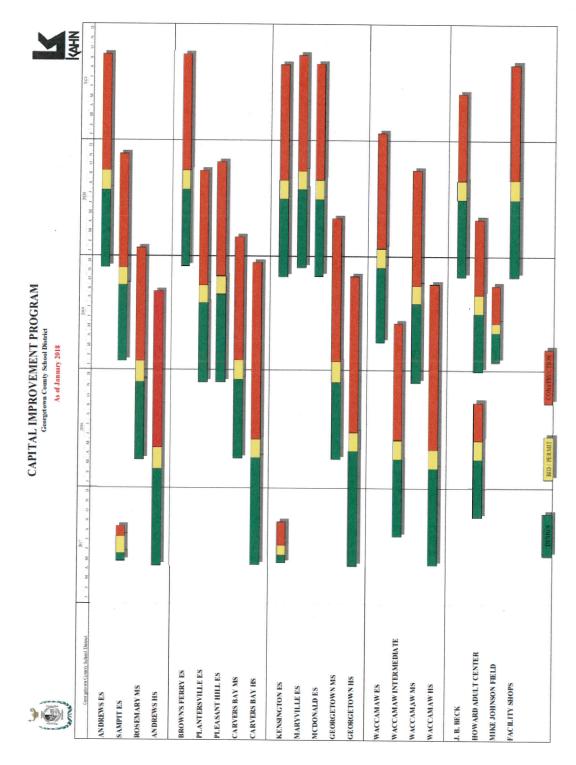
Thompson Turner Construction from Sumter, South Carolina, is the Construction Manager for this project.

Schedule

2017 2018		2019	2020
MAMJJASOND	J F M A M J JA S O N D	J F M A M J JA S O N D	JFMAMJJA
	The state of the s		
DESIGN		CONSTRUCTION	







Program Cost Summary

Group Headings Description	Contracts Awarded	Approved C.O.'s	Total Committed	Current Contingency	Approved Budget	Completed to Date
Project Name						
99901 Andrews ES	\$9,500		\$0.500	06.057.500	D.C. O.C. T. O.O.O.	
99902 Brown's Ferry ES	\$62,617		\$9,500	\$6,957,500	\$6,967,000	\$0
99903 Kennsington ES	\$393,745	-\$4,613	\$62,617 \$389,132	\$3,689,383	\$3,752,000	\$554
99904 Maryville ES	\$70,069	-\$4,013		\$5,200,868	\$5,590,000	\$320,274
99905 McDonald ES	\$88,362		\$70,069	\$4,897,931	\$4,968,000	\$632
99906 Plantersville ES			\$88,362	\$4,405,638	\$4,494,000	\$848
99907 Pleasant Hill ES	\$47,693		\$47,693	\$3,850,307	\$3,898,000	\$474
	\$0		\$0	\$4,028,000	\$4,028,000	\$0
99908 Sampit ES	\$104,770		\$104,770	\$5,803,230	\$5,908,000	\$24,934
99909 Waccamaw ES	\$30,842		\$30,842	\$4,493,158	\$4,524,000	\$0
99910 Waccamaw IM	\$489,982	\$14,120	\$504,102	\$6,622,898	\$7,127,000	\$281,158
99911 Carvers Bay MS	\$87,755		\$87,755	\$5,010,245	\$5,098,000	\$724
99912 Georgetown MS	\$134,381		\$134,381	\$9,871,619	\$10,006,000	\$914
99913 Rosemary MS	\$103,198	\$59,900	\$163,098	\$5,282,902	\$5,446,000	\$9,815
99914 Waccamaw MS	\$97,091	\$4,246	\$101,338	\$4,613,662	\$4,715,000	\$18,716
99915 Andrews HS	\$1,756,992	\$4,650	\$1,761,642	\$12,304,359	\$14,066,001	\$702,179
99916 Carvers Bay HS	\$1,587,979	\$3,815	\$1,591,794	\$10,096,206	\$11,688,000	\$401,764
99917 Georgetown HS	\$1,743,999	\$16,350	\$1,760,349	\$14,552,651	\$16,313,000	\$674,281
99918 Waccamaw HS	\$1,392,882	-\$2,153	\$1,390,729	\$9,705,271	\$11,096,000	\$728,986
99919 Howard Adult Ctr.	\$68,125		\$68,125	\$2,195,875	\$2,264,000	\$0
99920 Facility Shops	\$0		\$0	\$4,845,000	\$4,845,000	\$0
99921 Mike Johnson Field	\$0		\$0	\$582,000	\$582,000	\$0
99922 J.B. Beck Adm. Ctr.	\$0		\$0	\$4,814,000	\$4,814,000	\$0
99923 Coastal Mont. Chr.	\$378,923		\$378,923	\$421,077	\$800,000	\$378,923
99924 Adv. Manf. Ctr.	\$0		\$0	\$2,000,000	\$2,000,000	\$0
99925 Technology	\$1,731,015		\$1,731,015	\$17,373,985	\$19,105,000	\$1,597,026
ADMIN	\$227,074		\$227,074	\$678,929	\$906,003	\$227,074
Total	\$10,606,994	\$96,316	\$10,703,310	\$154,296,694	\$165,000,004	\$5,369,276