



# AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Sixteenth day of July in the year Two-Thousand and Nineteen

*(In words, indicate day, month and year.)*

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

City of Myrtle Beach  
937 Broadway Street  
Myrtle Beach, SC 29577

and the Architect:

*(Name, legal status, address and other information)*

LS3P ASSOCIATES LTD.  
3067 Deville Street  
Myrtle Beach, SC 29577

for the following Project:

*(Name, location and detailed description)*

Architectural Design Services Related to the Construction of City Buildings and Grounds  
in the Arts District  
Myrtle Beach, SC  
LS3P Proj. No.:

The Owner and Architect 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.

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

See Attached Exhibit 'A' Detailed Scope & Fee letter, dated 16 July 2019

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

See Attached Exhibit 'A' Detailed Scope & Fee letter, dated 16 July 2019

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

See Attached Exhibit 'A' Detailed Scope & Fee letter, dated 16 July 2019

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

See Attached Exhibit 'A' Detailed Scope & Fee letter, dated 16 July 2019

.2 Construction commencement date:

See Attached Exhibit 'A' Detailed Scope & Fee letter, dated 16 July 2019

.3 Substantial Completion date or dates:

See Attached Exhibit 'A' Detailed Scope & Fee letter, dated 16 July 2019

.4 Other milestone dates:

See Attached Exhibit 'A' Detailed Scope & Fee letter, dated 16 July 2019

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

See Attached Exhibit 'A' Detailed Scope & Fee letter, dated 16 July 2019

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

Not Applicable

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.6.2** The Architect cannot and does not warrant or guarantee LEED certification.

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3. The Owner's Representative is the only person authorized to act on behalf of the Owner and to make changes to the scope of work and Services under this Agreement. Any change to the Owner's Representative shall be made in writing and sent to the Architect:  
*(List name, address, and other contact information.)*

- .1 Name:
- .2 Address:
- .3 Telephone:
- .4 Fax:
- .5 Email:

**§ 1.1.7.1** The Owner identifies the following financial representatives:

**Owner's Finance Director**

- .1 Name:
- .2 Address:
- .3 Telephone No.:
- .4 Fax No.:
- .5 Email:

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### Owner's Accounts Payable Contact

- .1 Name:
- .2 Address:
- .3 Telephone No.:
- .4 Fax No.:
- .5 Email:

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address, and other contact information.)

City of Myrtle Beach Planning and Zoning, Construction Services, & Public Works

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:  
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3. Any change to the Architect's Representative shall be made in writing and sent to the Owner:  
(List name, address, and other contact information.)

- .1 Name: Jim Hubbard AIA, NCARB
- .2 Address: 3067 Deville Street, Myrtle Beach, SC 29577
- .3 Telephone: 843-872-0360
- .4 Fax: 843-872-0377
- .5 Email: jimhubbard@ls3p.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:  
Weatherly Engineering, LLC  
514 Alder St, Box B, Suite 2  
Myrtle Beach, SC 29577

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.2 Mechanical Engineer:

RMF Engineering, Inc.  
5520 Research Drive, Suite 300  
Baltimore, MD 21228

BEST Engineering  
24 Bobcat Drive  
Pawley's Island, SC 29585  
MSWG Engineering  
4223 South Boulevard  
Charlotte, NC 28209

.3 Electrical Engineer:

RMF Engineering, Inc.  
5520 Research Drive, Suite 300  
Baltimore, MD 21228  
BEST Engineering  
24 Bobcat Drive  
Pawley's Island, SC 29585

Haas & Kennedy Engineers  
212 N. McDowell Street, Suite 100  
Charlotte, NC 28204

§ 1.1.11.2 Consultants retained under Supplemental Services:

See Attached Exhibit 'A' Detailed Scope & Fee letter, dated 16 July 2019

§ 1.1.12 Other Initial Information on which the Agreement is based:

See Attached Exhibit 'A' Detailed Scope & Fee letter, dated 16 July 2019

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than ONE MILLION and NO/100 DOLLARS (\$ 1,000,000.00 ) for each occurrence / personal & advertising injury, TWO MILLION and NO/100 DOLLARS (\$ 2,000,000.00 ) general aggregate / products – completed operations aggregate, and TEN THOUSAND and NO/100 DOLLARS (\$10,000.00) medical expenses.

§ 2.5.2 Automobile Liability covering hired and non-owned vehicles used, by the Architect with policy limits of not less than ONE MILLION and NO/100 DOLLARS (\$ 1,000,000.00 ) combined single limit for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than ONE MILLION and NO/100 DOLLARS (\$ 1,000,000.00 ) bodily injury by accident each accident, ONE MILLION and NO/100 DOLLARS (\$ 1,000,000.00 ) bodily injury by disease each employee, and ONE MILLION and NO/100 DOLLARS (\$ 1,000,000.00 ) bodily injury by disease policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ONE MILLION and NO/100 DOLLARS (\$ 1,000,000.00 ) per claim and ONE MILLION and NO/100 DOLLARS (\$ 1,000,000.00 ) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

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### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and Exhibit A (if any) and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. The Owner agrees that the Architect is not in control of the various authorities having jurisdiction ("AHJ's") over the Project or their respective review and approval schedules. The Architect will assist the Owner and the Contractor in applying for the necessary approvals by the AHJ's but ultimate responsibility for obtaining such approvals remains with the Owner.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Architect will use Newforma Project Center as its project information management software platform. Any change from or addition to that platform shall be for the benefit of the Owner and Contractor and will constitute an Additional Service to be billed as a separate task to the Owner.

#### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

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**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.



§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below (Sections 3.6.1 – 3.6.6, Basic Construction Phase Services) and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, schedules, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract

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Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment or sixty (60) days following the original date of Substantial Completion, whichever occurs first.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction (for this project that interval shall be two (2) visits per month), or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed at the time of the visits, and to determine, in general, if the Work observed during that visit is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction



means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, schedules, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;

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- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**§ 3.6.7 Enhanced Construction Phase Services**

§ 3.6.7.1 The Owner agrees that Work will progress during the period between the Architect's site visits that can and will be concealed from view during subsequent site visits, resulting in Work that the Architect is unable to observe. If the Owner desires to reduce the amount of concealed Work that the Architect is unable to observe, the Architect shall provide Enhanced Construction Phase Services as Additional Services as indicated by the Owner:

- \_\_\_ .1 Visit the site one (1) time per week;
- \_\_\_ .2 Visit the site two (2) times per week;
- \_\_\_ .3 Visit the site every "work day" as outlined in the Contractor's construction schedule; or
- \_\_\_ .4 Provide "full time" site representation for the duration of the construction.

§ 3.6.7.2 The Owner agrees that the Architect explained the benefits of Enhanced Construction Phase Services to the Owner. If the Owner voluntarily elected not to engage the Architect to perform such services, then the Owner agrees that without Enhanced Construction Phase Services the Project may experience scheduling, budget, and/or coordination problems which will be more difficult and more costly to remedy than prevent.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Not Provided

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Architect
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Architect
§ 4.1.1.30 Other Supplemental Services	Not Provided

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

See Attached Exhibit 'A' Detailed Scope & Fee letter, dated 16 July 2019

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

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*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

| Not Applicable

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

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- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 twice per month visits to the site by the Architect or its consultants during construction
- .3 one ( 1 ) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 one ( 1 ) inspection for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the original date of Substantial Completion of the Work listed above or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been performed within eighty-four ( 84 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

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§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials including those required under the International Building Code sections 1703 (Approvals) and 1704 (Special Inspections), as applicable.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall cause the general liability insurance policies issued to the Contractor(s) and its subcontractors providing construction related activities in connection with the Project to list the Architect and its consultants as additional insureds under those policies by way of ISO endorsement CG 20 32 or its equivalent. The Owner shall maintain commercial general liability insurance coverage in the amount of at least \$1,000,000 per occurrence and in the aggregate also listing the Architect and its consultants as additional insureds.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of

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determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

**§ 6.3** In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

**§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate

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contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. Upon such termination, the Owner shall refrain from making further reproductions of the Architect's and its consultants' Instruments of Service and shall return to the Architect within seven (7) days of termination all such originals and reproductions in the Owner's possession and/or control subject to Section 9.7 below.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

*(Paragraph deleted)*

**§ 7.5** The Architectural Works and Instruments of Service developed under this Agreement are subject to re-use fees. The re-use of these designs for other projects may be negotiated upon written request from the Owner. Upon receipt of such request, the Architect may prepare a fee proposal for site adaptation and revisions/adjustments including the re-use fees and submit same to the Owner. Should the Architect not be retained to provide site adaptation and revision services, the Owner shall compensate the Architect for such re-use fees negotiated with the Architect and shall execute in favor of the Architect a complete release of liability and indemnity agreement for such proposed re-use.

**§ 7.6** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 8 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. Such waiver shall survive the fulfillment or termination of this Agreement and shall benefit and/or burden the heirs, assigns, and/or successors of the parties hereto.

### **§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

Not Applicable

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Not Applicable

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§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of South Carolina, without regard to principles of conflicts of law. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3. Choice of law provisions governing this Agreement include the application of statutes of limitation and/or repose. Arbitration (if any) under this Agreement is an action subject to those laws.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, unmodified.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect may execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4. The Owner shall allow the Architect to post a sign at the Project site at the Architect's expense containing the Architect's name, logo, and contact information. Such sign shall remain at the site during the design and construction phases of the Project. The Architect shall coordinate the appearance and location of its sign with those of the other Project participants.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, (.1) when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, (.2) to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute, or (.3) to the extent withholding such information would create the risk of significant harm to the public. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project,

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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 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

See Attached Exhibit 'A' Detailed Scope & Fee letter, dated 16 July 2019

- .2 Percentage Basis  
(Insert percentage value)

See Attached Exhibit 'A' Detailed Scope & Fee letter, dated 16 July 2019 of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other  
(Describe the method of compensation)

See Attached Exhibit 'A' Detailed Scope & Fee letter, dated 16 July 2019

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Attached Exhibit 'A' Detailed Scope & Fee letter, dated 16 July 2019

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

See Attached Exhibit 'A' Detailed Scope & Fee letter, dated 16 July 2019

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty-five percent ( 25%), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

See Attached Exhibit 'A' Detailed Scope & Fee letter, dated 16 July 2019

Schematic Design Phase	percent (	)
Design Development Phase	percent (	)
Construction Documents Phase	percent (	)

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Procurement Phase	percent (	%)
Construction Phase	percent (	%)
<hr/>		
Total Basic Compensation	percent (	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Attached Exhibit 'B' LS3P Rates

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

Not Applicable

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**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

1.5 % per month

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

**§ 12.1 CHANGES TO THE CONTRACT DOCUMENTS / AS-BUILT DOCUMENTS / RECORD DRAWINGS**

**§ 12.1.1** All Owner directed changes to the Contract Documents shall be in writing and shall specify the change required. The Architect shall not be responsible for the acts and/or omissions of any person performing any of the Work or for instruction given by the Owner to any one performing any of the Work. During the construction process the Owner may direct the Architect to accept the Contractor's work that does not conform to construction documents or is below standard. Should this occur, the Owner agrees to release, indemnify and hold the Architect and the Architect's officers, partners, agents, employees, and Consultants harmless from any and all claims, liabilities, losses, and costs, including but not limited reasonable attorney's fees and costs of litigation, arising or allegedly arising from deviations from the Architect's recommendations.

**§ 12.1.2** "As-Built" documents consist of modifications (redline changes) to the Contract Documents to reflect as-built conditions. Record Drawings consist of the Contract Documents with all written change orders and modifications made during construction incorporated therein. The Contractor is responsible for tracking, obtaining, delivery, and retention of all written change orders and modifications made during construction for the purpose of creating "As-Built" documents. The Contractor is further responsible for recording as-built information to the Contract Documents throughout the construction of the Project. The Architect will provide .pdf versions of its design drawings to the Owner and the Contractor as a basic service. Record drawings will be provided by the Architect to the Owner in electronic format under a separate agreement for an additional fee. The Contractor will provide to the Architect the information necessary for the Architect to perform such service. The Architect may rely on the accuracy of the as-built information provided by the Owner and/or Contractor in preparing the Record Drawings.

**§ 12.2 FORCE MAJEURE**

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are caused by forces beyond that

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party's reasonable control and occurring without its fault or negligence. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

#### § 12.3 VALUE ENGINEERING LIABILITY

The Architect shall not be liable for any damages or costs incurred by the Owner and/or the Contractor as a result of cost reduction, scope reduction, or value engineering efforts on the Project.

#### § 12.4 BASIS OF OPINION

Projects requiring observation and reporting of existing structures may have conditions concealed from reasonable view that differ from available documentation or other information. The Architect is not responsible for the costs or delays resulting from the later discovery of such actual conditions. This Agreement and any subsequent Representation is a statement of professional opinion based on the information available during the assessment and/or evaluation of the subject property. Such opinion is formed by the judgment of the Architect from the knowledge of available facts and other identified information. This Agreement and any subsequent Representation only reflect the conditions on the day of site observation. The Owner hereby acknowledges that existing conditions can and will change relative to the information contained in this Agreement and/or any Representation.

§ 12.5 The Owner agrees that no set of plans and specifications is entirely free of errors and omissions and that additive Change Orders which arise out of errors or omissions in the plans and specification and which result in an increase in the amount of the contract for the construction of the Project are possible. All costs of architectural errors, omissions or other changes which result in "betterment" or "value added" to the Owner shall be borne by the Owner, not the Architect (to the extent of the betterment or value added), and shall not be the basis of a claim.

§ 12.6 The Architect's design services are intended solely for the design and construction of the Project as set forth in Exhibit B, Architect's Proposal under the ownership and control of a single owner. If the Project is changed to any other purpose or use whatsoever, including, but not limited to, subdivision of the Project into individual units for sale, the Architect shall have no liability and shall be released from all obligations and responsibility for the Project. Further, in such event, any and all of the Owner's rights, license and/or ownership interest in the construction documents shall be void. The Owner shall be expressly prohibited from making any further use of the construction documents for any purpose, including, but not limited to the conversion of this Project to another purpose. The Owner acknowledges the risks inherent in condominium projects and that these risks and exposure were not contemplated in the Architect's fee for the Project as originally contemplated. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees, consultants and subconsultants (collectively Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with any change, conversion, or alternative use of the Project. In the event of a conversion to condominiums, the Owner agrees to allow the Architect to review and comment on regime documents and the maintenance manual.

§ 12.7 The Architect's liability (if any) to the Owner for any and all claims and/or damages shall be limited to a maximum of and shall not exceed, either individually or in the aggregate, the total amount of the Architect's fee received for this Project.

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 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 the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this agreement.)*

Not Applicable

- .3 Exhibits:

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(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

See Attached Exhibit 'A' Detailed Scope & Fee letter, dated 16 July 2019

**4** Other documents:  
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

John Pedersen  
City Manager, Myrtle Beach, SC  
\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**ARCHITECT** (Signature)

Jim Hubbard, AIA, NCARB  
Principal | Vice President | Office Leader  
\_\_\_\_\_  
(Printed name, title, and license number, if required)

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## Detailed Scope and Fee Letter

16 July 2019

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John Pedersen  
 City of Myrtle Beach  
 937 Broadway St  
 Myrtle Beach, SC 29577

Architectural Design Services Related  
 to Construction of City Buildings and  
 Grounds in the Arts District for City of  
 Myrtle Beach  
 M701-193010

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Dear Mr. Pedersen:

Thank you for selecting the LS3P team to assist you with this transformational project. Our scope outlined below will be directed by our talented and experienced team and will allow us to integrate financial, operational, and programmatic considerations in pursuit of your long-term goals.

Our building design work is broken down into project types and further into phases of service giving you flexibility for grounds and building design projects to run concurrently in various phases as needed. Advanced planning tasks may begin the work; however, some individual building design projects can run concurrently as required by the city during advanced planning or after its conclusion. Flexible and Fair are our goals with this proposal.

For all tasks and project types, we are proposing full-service consulting teams of design professionals including Civil, Interior Design, Landscape Architecture, and Specialty Consultants for the Library, Performing Arts, and Museums/Art Gallery project types.

### Important Scope/Design/Planning Considerations:

- Consider existing buildings and business uses in the design of the grounds and parking.
- Consider safe and attractive pedestrian access from the ocean side of Kings Highway connecting the arts district.
- Offer opinion of probable cost at all stages of the design development.
- Develop programming and identify key issues including current library concepts with leadership at library as part of the design development. Meet with all stakeholders of each type of project as it comes online early in the process.
- Design of each of the buildings to be harmonious and varied. The buildings and architectural features within the district should reflect the district's brand consistently but not be too much alike.
- Design consideration for pedestrians and vehicular access and egress to parking are both important throughout the district. Emphasis for the pedestrian experience.
- Tap into potential grants in order to make spaces for outdoor activities and outdoor elements. For example, a themed exterior experience adjacent to the children's museum building.
- Consider communication strategies, visualization, and case studies indicating the positive impact of the city's investment in the downtown area of the whole city.
- Help identify potential private sector partners and facilitate discussions between the city and potential partners.

- Landscape architecture is important to the project's success, including hardscape, softscape, and lighting that are designed in harmony with pedestrians in mind. The pedestrian streetscape's relationships to building access/egress, parking, and building edges are also critical factors leading to design success, existing and proposed structures should be equally considered.
- Offer flexible and fair fees that include a schedule of work phases.
- Market feasibility and planning feasibility studies should both be considered.

### **LS3P Design/Thought Team Leaders:**

- Principal in Charge / Facilitator – Jim Hubbard
- Planning / City Liaison – Lizzie Daniel
- Master Plan Refinement "Grounds" Design – Jim Hubbard, Lizzie Daniel, Neil Dawson, and Brian Wurst
- City Square and Park Structures/Walls/Fountain (Theming Structures) – Brian Wurst
- Library Design – David Burt and Brian Wurst
- Performing Arts Design – Danny Adams and Neil Dawson
- City Hall Design – David Burt and Lizzie Daniel
- City Buildings Along 9<sup>th</sup> Avenue Adaptive Reuse – Neil Dawson and Lizzie Daniel
- Museums (Children's and Art) Design – Danny Adams and Neil Dawson
- Structured Parking (possible P3) Design – Rich Gowe and Lizzie Daniel
- Commercial P3 (Shell for Office, Residential, Retail, F&B) Design – Rich Gowe and Jim Hubbard

### **Consultant Teams:**

#### **Task One: Advanced Planning**

- Facilitate, Design, and Document: LS3P
- Civil: DDC Engineers (under separate contract with city)
- Town Planning: Land Design
- Landscape Architecture: Environmental Concepts

#### **Task Two: Building Design Tasks that are not dependent on advanced planning completion**

##### *a. Performing Arts -*

- CCU Partnership for Development
- Interior Design (FF&E): LS3P
- Civil: DDC Engineers
- Performing Arts Programming/Planning, Concept Development, Auditorium Design, and Performance Systems: Theater Consultants Collaborative
- Full Spectrum Auditorium and A/V Design: Stage Front
- IT, Security, Cable, Cabling: HTC or City's preferred vendor
- Theatrical Lighting and Equipment: CCU Team
- Exterior and Interior Non-Theatrical Lighting Design: Hartranft Lighting Design
- Structural Engineer: Weatherly Engineering
- Plumbing, Mechanical, Fire Protection, and Electrical Engineer: RMF Engineering
- Landscape Architecture: Environmental Concepts



- b. *City Buildings Along 9<sup>th</sup> Avenue Adaptive Reuse Upfit – (NOTE: ON AN AS NEEDED BASIS)*
- Interior Design (FF&E): LS3P (if required)
  - Civil: DDC Engineers (if required)
  - Structural Engineer: Weatherly Engineering
  - IT, Security, Cable, Cabling: HTC or City's preferred vendor
  - Exterior Lighting Design: Hartranft Lighting Design
  - Plumbing, Mechanical, Fire Protection, and Electrical Engineer: BEST Engineering

**Task Two: Building Design Tasks that are more dependent on advanced planning completion**

- c. *City Square and Park Structures/Walls/Fountain (Theming Structures) -*
- Civil: DDC Engineers (under separate contract with city)
  - Structural Engineer: Weatherly Engineering
  - Exterior Lighting Design: Hartranft Lighting Design
  - Electrical Engineer: Haas & Kennedy Engineers
  - Landscape Architecture: Environmental Concepts
- d. *Library -*
- Interior Design (FF&E): LS3P
  - Civil: DDC Engineers
  - Structural Engineer: Weatherly Engineering
  - Full Spectrum A/V Design: Stage Front
  - IT, Security, Cable, Cabling: HTC or City's preferred vendor
  - Exterior and Interior Lighting Design: Hartranft Lighting Design
  - Plumbing, Mechanical, and Fire Protection: MSWG Engineering
  - Electrical Engineer: Haas & Kennedy Engineers
  - Landscape Architecture: Environmental Concepts
- e. *City Hall -*
- Interior Design (FF&E): LS3P
  - Civil: DDC Engineers
  - Structural Engineer: Weatherly Engineering
  - Full Spectrum A/V Design: Stage Front
  - IT, Security, Cable, Cabling: HTC or City's preferred vendor
  - Exterior and Interior Lighting Design: Hartranft Lighting Design
  - Plumbing, Mechanical, and Fire Protection: MSWG Engineering
  - Electrical Engineer: Haas & Kennedy Engineers
  - Landscape Architecture: Environmental Concepts
- f. *Museums (Children's and Art Center) –*
- Civil: DDC Engineers
  - Exhibit / Gallery Design: Owner and LS3P select best fit
  - Full Spectrum Auditorium and A/V Design: Stage Front
  - IT, Security, Cable, Cabling: HTC or City's preferred vendor

- Exterior and Interior Lighting Design: Hartranft Lighting Design
  - Structural Engineer: Weatherly Engineering
  - Plumbing, Mechanical, Fire Protection, and Electrical Engineer: RMF Engineering
  - Landscape Architecture: Environmental Concepts
- g. *Structured Parking (not mixed-use) -*
- Civil: DDC Engineers
  - Structural Engineer: Weatherly Engineering
  - IT, Security, Cable, Cabling: HTC or City's preferred vendor
  - Exterior Lighting Design: Hartranft Lighting Design
  - Plumbing, Mechanical, Fire Protection, and Electrical Engineer: BEST Engineering
- h. *Commercial P3 (Shell for office, residential, retail, F&B) -*
- Interior Design for Lobby: LS3P
  - Civil: DDC Engineers
  - Structural Engineer: Weatherly Engineering
  - IT, Security, Cable, Cabling: HTC or City/Developer preferred vendor
  - Exterior and Lobby Lighting Design: Hartranft Lighting Design
  - Plumbing, Mechanical, and Fire Protection: MSWG Engineering & RMF Engineering
  - Electrical Engineer: Haas & Kennedy Engineers & RMF Engineering
  - Landscape Architecture: Environmental Concepts

**Schedule of Design Services:**

▪ **Task One Advanced Planning for the Arts District**

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*Step One:* Documentation of Conditions | **Timeframe: One month or sooner**

*Narrative: Supporting the COMB implementation team we will document what built forms exist within the arts district work area indicating enough detail to facilitate creation of the advanced planning document. DDC will provide, under separate contract with city, the documentation of streetway realignments required to begin the advanced planning.*

- Document Site Base Map Including Accepted Roadway Realignments data by DDC under separate agreement with city
- Document Existing City Building Edges
- Document Existing City Building Floor Plates and Square Footages
- Document Existing City Building Exteriors
- Document Existing City Building Volumes
- Outline Other Buildings Edges and Massing in the Arts District

**Step One Work Product / Outcome:**

- Base Map of Work Area (DDC provides all documentation for streetway realignments under a separate contract with city)



- Physical 3D Model of Work Area site and existing buildings after roadway realignment
- Floor Plate drawings for city owned building
- Written Report cataloging square footages and general building condition

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**Step Two: Advanced Planning Documents | Timeframe: Four months or sooner**

*Narrative: Conceptual Design of the buildings and grounds, building on the strong foundation of Benchmark's existing master plan, collaborate with stakeholders and potential development partners to develop an actionable advanced plan. Detailed master planning such as this is a multifaceted endeavor, synthesizing long-term goals and immediate realities. Complexities such as growth projections, evolving technologies, and sustainability strategies provide both interesting challenges and exciting opportunities in working to achieve your big-picture objectives. During the process, we will facilitate a collaborative approach to strategic planning which integrates financial, operational, and programmatic considerations in pursuit of your long-term goals.*

- Initiate Client Engagement
- Provide Strategic Direction
- Build Strategic Priorities
- Develop the Framework for Growth
- Conduct Charrette Workshops with COMB
- Document Charrette Reports and Publish Charrette Sketches
- Address City Review Comments from Charrettes
- Support City Potential Partnership Opportunities
- Support guidance regarding tax credits and opportunity zones
- Facilitate City Approvals including zoning considerations

**Step Two Work Product / Outcome:**

- Create the Final Advance Planning Document:
  - Create illustrative site plan
  - Build physical 3D model
  - Computer model conceptual floor plans for city buildings and grounds
  - Create Renderings
  - Site Plan including building footprints and proposed property lines with square footages
  - Produce Floor plates & square footages of city buildings and potential P3 buildings
  - Provide Opinion of Probable Cost for city buildings and potential P3 buildings
  - Report on incentive opportunities
  - Meetings with potential development partners
  - Verify sequencing priorities with City
  - Write Arts District Design Guidelines

***Fee for Task 1: Advanced Planning: Lump Sum \$100,000. Billed monthly based on progress.***

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▪ **Task Two: Building Design Architecture, Interior Design, and Engineering Services**

**Notes:**

- *It is not necessary to initiate design services in the order listed. Any number of building types within the district can be initiated at any time, and paused by phase, as requested by the city.*
- *Each building type provides durations by phase for design services.*
- *Each building type's fee will be a separate percentage of construction cost as per the attached matrix of fees. Proposal Attachment labeled "Fee Matrix".*
- *Fee percentage is determined by the complexity of the project and the cost of the project. The more complex the project, the higher the percentage. The more costly the project, the lower the percentage.*
- *Fee will be billed monthly based on progress.*
- *We propose an AIA Agreement B101-2017 is used as the form of agreement.*
- *Initial percentage will be established by the city accepted budget at the conclusion of the advanced planning stage or as part of a programming and budgeting discussion with the city.*
- *Fee converts to Lump Sum Fee when CM at Risk or General Contractor's cost is accepted by city.*
- *Cost of the work is defined as all costs associated with the construction of the building(s), site structures, related site and utility work, FF&E, lighting, specialties, and related landscaping under our agreement.*



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○ **Building Type 'A': Performing Arts Renovation**

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*Narrative: Full service schematic design through construction administration. Including all required technical, specialty, and engineering consultants. Performing Arts facilities are among the most difficult building types to design. Renovation leading a new facility adds to the complexity. A range of variables come into play including operational patterns, critical relations between functions, and economic constraints. Our team offers an integrated approach offering services that are tailored to your needs, CCU's needs, and your budgets - balancing new work with existing.*

**Fee for Building Type 'A' Performing Arts Renovation:**

**- See attached fee chart for City of Myrtle Beach and LS3P Arts District Project**

*Work is related to design of a performing arts facility, and likely is a renovation, which equates to a Group 5 complexity group. For example, if the total cost falls into the 6 to 8 million dollars range the fee will be 8.2% of the cost of all work under our agreement.*

**Fee and Duration Breakdown by Phase:**

• Schematic Design	25%	90 Days
• Design Development	20%	60 Days
• Construction Documents	35%	180 Days
• Bidding and Negotiation	05%	45 Days
• <u>Construction Administration</u>	15%	<u>As per Construction Schedule</u>
<b>Total</b>	<b>100%</b>	

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○ **Building Type 'B': City Buildings along 9<sup>th</sup> Avenue Adaptive Reuse AS NEEDED**

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*Narrative: On an as needed basis. Straight forward interior upfit work to accommodate various uses such as co-working, general services, office space, and open retail space. Economical design solutions that preserve and protect the city's investment in these buildings include specifying and design for new roofs as needed and restoration design of exteriors as needed.*

**Fee for Building Type 'B' City Buildings along 9<sup>th</sup> Avenue Adaptive Reuse:**

**- See attached fee chart for City of Myrtle Beach and LS3P Arts District Project**

*Work is related to simple space layout and documentation for permit and construction and task specific work to existing buildings. Scope and fee will be negotiated on an as needed basis with the city.*

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○ **Project Type 'C': City Square and Park Decorative Structures/Walls/Fountains (Theming Structures)**

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*Narrative: Marking space, edges, entrances, and defining axial relationships of building edges and public open space, and iconic branding are the critical job of structures such as this. We will work with Environmental Services as a team to conceptualize and document these important elements for procurement and construction.*

**Fee and Duration Breakdown by Phase:**

• Design	40%	45 Days
• Construction Documents	40%	90 Days
• Bidding and Negotiation	05%	30 Days
• <u>Construction Administration</u>	<u>15%</u>	<u>As per Construction Schedule</u>
<b>Total</b>	<b>100%</b>	

***Fee for Building Type 'C' Park Decorative Structures/Walls/Fountains (Theming Structures):***

***- See attached fee chart for City of Myrtle Beach and LS3P Arts District Project***

*Work is related to design of non-habitable structures which equates to a Group 1 complexity project. For example, if the total cost falls into the 3 to 3.5 million dollars range the fee will be 4.6% of the cost of all work under our agreement.*



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○ **Building Type 'D': Library at Ground Floor**

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*Description: We will begin with an interactive programming phase involving discussions with library senior management to develop a written program that represents the current needs and addresses future expansion. From the programming document forward our team will progress as a conventional architectural, interior design, and engineering project. A report will be issued early in the process recommending uses for existing buildings where functions will be consolidated into the new building.*

*The mixed-use nature of the building requires careful study and design coordination with potential developer partnerships for the elevated levels and lobby access on the ground floor. As such we also recommend conducting focus group meetings with potential development partners and city senior staff to determine best practice strategies for the building's design, procurement, and construction.*

*With a strategy such as this more time will be spent on the front-end design of the building, its footprint, appearance, and design standards which will provide reasonable guidance for developer partners. We anticipate a traditional development strategy of a shell building for the upper levels that is flexible enough to accommodate either office or residential, potentially both, as the market allows.*

**Fee for Building Type 'D' Library at Ground Floor:**

**- See attached fee chart for City of Myrtle Beach and LS3P Arts District Project**

*Work is related to design of a library facility, and requires integration with development on floors above, which equates to a Group 4 complexity project. For example, if the total cost falls into the 12 to 14 million dollars range the fee will be 6.9% of the cost of all work under our agreement.*

**Fee and Duration Breakdown by Phase:**

• Schematic Design	25%	60 Days
• Design Development	20%	30 Days
• Construction Documents	35%	180 Days
• Bidding and Negotiation	05%	45 Days
• <u>Construction Administration</u>	<u>15%</u>	<u>As per Construction Schedule</u>
<b>Total</b>	<b>100%</b>	

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○ **Building Type 'E': City Hall**

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*Description: We will begin with an interactive programming phase involving discussions with city senior management to develop a written program that represents the current needs and addresses future expansion. From the programming document forward our team will progress as a conventional architectural, interior design, and engineering project. A report will be issued early in the process recommending uses for existing buildings where functions will be consolidated into the new building.*

**Fee for Building Type 'E' City Hall:**

**- See attached fee chart for City of Myrtle Beach and LS3P Arts District Project**

*Work is related to design of a library facility, and requires integration with development on floors above, which equates to a Group 4 complexity project. For example, if the total cost falls into the 12 to 14 million dollars range the fee will be 6.9% of the cost of all work under our agreement.*

**Fee and Duration Breakdown by Phase:**

• Schematic Design	25%	90 Days
• Design Development	20%	45 Days
• Construction Documents	35%	150 Days
• Bidding and Negotiation	05%	45 Days
• <u>Construction Administration</u>	<u>15%</u>	<u>As per Construction Schedule</u>
<b>Total</b>	<b>100%</b>	



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○ **Building Type 'F': Structured Parking**

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*Narrative: Planning that properly balances car and pedestrian access/egress, access control queuing lengths, safety and security, connection methodology to adjacent buildings are all important considerations for an infill parking structure as is anticipated. Our team will progress as a conventional architectural, interior design, exhibit design, and engineering project after the initial planning stage has completed.*

**Fee for Building Type 'F' Structured Parking:**

**- See attached fee chart for City of Myrtle Beach and LS3P Arts District Project**

*Work is related to design of a structured parking not including mixed use, and requires integration with adjacent buildings, which equates to a Group 2 complexity project. For example, if the total cost falls into the 6 to 8 million dollars range the fee will be 5.2% of the cost of all work under our agreement.*

**Fee and Duration Breakdown by Phase:**

• Schematic Design	25%	60 Days
• Design Development	20%	45 Days
• Construction Documents	35%	120 Days
• Bidding and Negotiation	05%	45 Days
• <u>Construction Administration</u>	<u>15%</u>	<u>As per Construction Schedule</u>
<b>Total</b>	<b>100%</b>	

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○ **Building Type 'G': Museums [Each Occurrence] at Ground Floor**

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*Description: We will begin with an interactive programming phase involving discussions with potential children's museum senior management and potential art center leadership to develop a written program that represents the current needs and addresses future expansion. From the programming document forward our team will progress as a conventional architectural, interior design, exhibit design, and engineering project. We will include specialty exhibit / gallery designers on our team selected after consultation with the tenants.*

*The mixed-use nature of the building requires careful study and design coordination with potential developer partnerships for the elevated levels and lobby access on the ground floor. As such we recommend conducting focus group meetings with potential development partners and city senior staff to determine best practice strategies for the building's design, procurement, and construction.*

*With a strategy such as this more time will be spent on the front-end design of the building, its footprint, appearance, and design standards that will provide reasonable guidance for developer partners. We anticipate a traditional development strategy of a shell building for the upper levels.*

***Fee for each Building Type 'G' Museum at Ground Floor:***

***- See attached fee chart for City of Myrtle Beach and LS3P Arts District Project***

*Work is related to design of a structured parking not including mixed use, and requires integration with adjacent buildings, which equates to a Group 4 complexity project. For example, if the total cost for each fall into the 3 to 3.5 million dollars range the fee will be 7.6% of the cost of all work under our agreement.*

**Fee and Duration Breakdown by Phase:**

• Schematic Design	25%	90 Days
• Design Development	20%	60 Days
• Construction Documents	35%	210 Days
• Bidding and Negotiation	05%	45 Days
• <u>Construction Administration</u>	15%	<u>As per Construction Schedule</u>
<b>Total</b>	<b>100%</b>	



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○ **Building Type 'H': Commercial Retail, Office, Food & Beverage, or Residential Shell and Core**

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*Description: Early careful study and design coordination with potential developer partnerships for the shell buildings is required. As such we recommend conducting focus group meetings with potential development partners and city senior staff to determine best practice strategies for the building's design, procurement, and construction. Many of the office shell building spaces are located above other uses at a ground floor level; therefore, careful attention will have to be paid to vertical circulation, public access, and systems distribution at ceiling areas of the ground floor tenants.*

**Fee for each Building Type 'H' Commercial Retail, Office, Food & Beverage, or Residential Shell and Core:**

**- See attached fee chart for City of Myrtle Beach and LS3P Arts District Project**

*Work is related to design of commercial shells that are located above other ground floor uses requires careful integration with the ground floor and well considered design of lobby access from the street, which equates to a Group 2 complexity project. For example, if the total cost for each fall into the 3 to 3.5 million dollars range the aggregate cost for fee purposes could fall in the 30 to 40 million dollars range for the whole district. Our percentage fee will work off the aggregate cost for the district. Market rate work of this nature is necessary to keep fee percentages down to compete in the regional marketplace. As such an example fee will be in the 3.8% to 4.1% range per building and per area of mixed-use.*

**Fee and Duration Breakdown by Phase:**

• Schematic Design	25%	90 Days
• Design Development	20%	60 Days
• Construction Documents	35%	210 Days
• Bidding and Negotiation	05%	45 Days
• <u>Construction Administration</u>	<u>15%</u>	<u>As per Construction Schedule</u>
<b>Total</b>	<b>100%</b>	

**Summary:**

The building project outline above is meant to be used as a road map for what is possible. It is not necessary that we design all the buildings at one time. It is not necessary that we design all the elements of all the non-city owned buildings. As the project develops and gains momentum, we recommend you authorize us to design all buildings under consideration and identified in the accepted advanced planning document to a schematic design level and pause there for non-city projects until the marketplace is accepting of the product. City projects should only come online as you determine need.

A process such as this will allow for a singular qualified voice that advises, creates, and manages a design process leading to a comprehensive and coordinated set of grounds, public buildings, commercial building shells and edges, structured and surface parking, feature structures, and pedestrian connections that are considerate of current modern building planning and design thinking. Thus, creating a destination downtown core that achieves a reasonable payback period for the public investments.

The city owns a significant portion of the land in this district. There is a significant amount of public right of way as exists today. A city square and arts district that utilizes this large amount of right of way area in conjunction with city property will allow for city owned building investment and city / developer partnerships for commercial purposes that are functional and economically feasible. Properly planned, this district has the potential to attract further investment in market rate housing, commercial office, commercial retail, restaurant, and public space activities that make an attractive downtown possible. The non-public uses will be market driven and likely lag the public investment. As such our proposal offers maximum flexibility to the city to initiate and pause work by phase as the market dictates.

The fees allow for a full design team to be under our umbrella including civil engineering and landscape architecture; except for the design and engineering of street realignments, existing street improvements, major city-wide distribution utilities, district-wide streetscape and hardscape, and city owned surface parking, which will have to occur more comprehensively with the city as a standalone package of improvements. We are also including full interior design services for all the project types that require interior design services.

We are honored you have chosen us to bring your vision of a new attractive downtown to life. We are qualified to assist and have the full array of resources available to begin at your earliest convenience if the proposal meets with your expectations. As always, we are available to review any questions staff or council may have regarding our proposal.

Respectfully,

Accepted by:

\_\_\_\_\_  
Jim Hubbard, AIA, NCARB                      Date  
Vice President | Principal | Office Leader

\_\_\_\_\_  
John Pedersen                                      Date  
City Manager, City of Myrtle Beach, SC

Attachments: Fee Percentage Matrix and LS3P Response to RFQ



## Attachment 'A' to Detailed Scope and Fee Letter

### Architectural Design Services Related to Construction of City Buildings and Grounds in the Arts District

For City of Myrtle Beach

#### **Fee Matrix**

LS3P Associates LTD.

16 July 2019

In order to provide a fair and flexible proposal for the work we have constructed a fee matrix that will be utilized as each building design component comes online. The project will be initiated by the city, and each project can start and stop at each phase. The initial cost range and complexity of each building type will be set and agreed to by the city and LS3P, and each will be defined at the conclusion of the Advanced Planning stage of work. The fee will then convert to a lump sum at the conclusion of the bidding and negotiation phase when a contract price for construction is agreed to by the city from a CM at Risk or a General Contractor for each building type.

#### **Chart Key:**

##### BASIC SERVICES ARCHITECTURAL PROJECT COMPLEXITY LEVELS:

###### **Group 1: LEAST COMPLEX**

*City Park and decorative structures non-habitable, utility structures open*

###### **Group 2: SIMPLE**

*Interior upfit only, any shell without interior upfit, structured parking without mixed-use*

###### **Group 3: INTERMEDIATE**

*Office buildings, multi-family residential buildings, mixed-use buildings, retail buildings, hospitality*

###### **Group 4: COMPLEX**

*Library, City Hall, Art Center with a mixed-use above, Children's Museum with a mixed-use above*

###### **Group 5: MOST COMPLICATED**

*Performing Arts Renovation*

**Attachment 'A' to Detailed Scope and Fee Letter**

**Chart:**

**COST OF CONSTRUCTION      % BASIC FEES IN BUILDING COMPLEXITY GROUP**

*(Group 1 = Least Complex; Group 5 = Most Complex)*

	<b>GROUP 1</b>	<b>GROUP 2</b>	<b>GROUP 3</b>	<b>GROUP 4</b>	<b>GROUP 5</b>
up to \$100k	8%	9%	10%	11%	12%
\$100k+ to \$200k	7%	8%	9%	10%	11%
\$200k+ to \$300k	6%	7%	8%	9%	10%
\$300k+ to \$400k	5.9%	6.9%	7.9%	8.9%	9.9%
\$400k+ to \$500k	5.8%	6.8%	7.8%	8.8%	9.8%
\$500k+ to \$600k	5.7%	6.7%	7.7%	8.7%	9.7%
\$600k+ to \$700k	5.6%	6.6%	7.6%	8.6%	9.6%
\$700k+ to \$800k	5.5%	6.5%	7.5%	8.5%	9.5%
\$800k+ to \$900k	5.4%	6.4%	7.4%	8.4%	9.4%
\$900k+ to \$1m	5.3%	6.3%	7.3%	8.3%	9.3%
\$1m+ to \$1.25m	5.2%	6.2%	7.2%	8.2%	9.2%
\$1.25m+ to \$1.5m	5.1%	6.1%	7.1%	8.1%	9.1%
\$1.5m+ to \$1.75m	5.0%	6.0%	7.0%	8.0%	9.0%
\$1.75m+ to \$2m	4.9%	5.9%	6.9%	7.9%	8.9%
\$2m+ to \$2.5m	4.8%	5.8%	6.8%	7.8%	8.8%
\$2.5m+ to \$3m	4.7%	5.7%	6.7%	7.7%	8.7%
\$3m+ to \$3.5m	4.6%	5.6%	6.6%	7.6%	8.6%
\$3.5m+ to \$4m	4.5%	5.5%	6.5%	7.5%	8.5%
\$4m+ to \$5m	4.4%	5.4%	6.4%	7.4%	8.4%
\$5m+ to \$6m	4.3%	5.3%	6.3%	7.3%	8.3%
\$6m+ to \$8m	4.2%	5.2%	6.2%	7.2%	8.2%
\$8m+ to \$10m	4.1%	5.1%	6.1%	7.1%	8.1%
\$10m+ to \$12m	4.0%	5.0%	6.0%	7.0%	8.0%
\$12m+ to \$14m	3.9%	4.9%	5.9%	6.9%	7.9%
\$14m+ to \$16m	3.8%	4.8%	5.8%	6.8%	7.8%
\$16m+ to \$18m	3.7%	4.7%	5.7%	6.7%	7.7%
\$18m+ to \$20m	3.6%	4.6%	5.6%	6.6%	7.6%
\$20m+ to \$22m	3.5%	4.5%	5.5%	6.5%	7.5%
\$22m+ to \$24m	3.4%	4.4%	5.4%	6.4%	7.4%
\$24m+ to \$27m	3.3%	4.3%	5.3%	6.3%	7.3%
\$27m+ to \$30m	3.2%	4.2%	5.2%	6.2%	7.2%
\$30m+ to \$33m	3.1%	4.1%	5.1%	6.1%	7.1%
\$33m+ to \$36m	3.0%	4.0%	5.0%	6.0%	7.0%
\$36m+ to \$39m	2.9%	3.9%	4.9%	5.9%	6.9%
\$39m+ to \$42m	2.8%	3.8%	4.8%	5.8%	6.8%
\$42m+ to \$46m	2.7%	3.7%	4.7%	5.7%	6.7%
\$46m+ to \$50m	2.6%	3.6%	4.6%	5.6%	6.6%
\$50m+ and up	2.5%	3.5%	4.5%	5.5%	6.6%

\*K = Thousands; M = Millions



**Attachment 'B' to Detailed Scope and Fee Letter**

**Architectural Design Services Related to Construction of City Buildings and Grounds in the Arts District**  
For City of Myrtle Beach

**Response to RFQ**

LS3P Associates LTD.

16 July 2019

See attached LS3P response to the City's RFQ.

May 24, 2019

City of Myrtle Beach  
Attn: Ann Sowers  
3231 Mr. Joe White Avenue  
Myrtle Beach, SC 29577

ARCHITECTURE  
INTERIOR  
ARCHITECTURE  
PLANNING

RE: RFQ for Architectural Design Services Related to the Construction of City Buildings and Grounds in the Arts District

Dear Ms. Sowers:

Thank you for the opportunity to submit our credentials for the Phase I of the Downtown Master Plan Architectural Design Services. LS3P is excited about this project's potential impact on downtown urban development, and would be honored to assist you in adapting this historic, nationally known gem into an urban live/work venue that continues to grow with tourism.

**Local Presence, Regional Resources**

CHARLESTON  
COLUMBIA  
GREENVILLE  
MYRTLE BEACH  
CHARLOTTE  
RALEIGH  
WILMINGTON  
SAVANNAH

We propose to manage the design and construction of your redevelopment from our Myrtle Beach office, which was founded in 2016 to better serve the Horry County region. Our office is located in the Market Common, just minutes from downtown Myrtle Beach, allowing easy access for meetings, site visits, and real-time communication. LS3P is a national caliber firm with eight offices and over 320 staff members. As the Principal in Charge, I have assembled the most qualified team leaders to work alongside the City of Myrtle Beach to design and construct the very vision that the City has in mind. With over 20 years of designing in the City of Myrtle Beach and the Grand Strand, I have approached each new project with a visionary mindset to keep the City moving forward and at the same time keeping the traditional standards of what makes Myrtle Beach unique.

**Historic Preservation & Tax Credits**

Principal Neil Dawson AIA, located in our Savannah office, will lead as our historic preservation & tax credit expert. Over the years, our projects have included the sensitive renovation of numerous historic properties. Nearly all our preservation projects include modifications to improve life safety, accessibility, and other critical alterations that are often challenging with historic structures. Our skilled handling of these issues has resulted in accolades from many historic preservation organizations, including the Georgia Trust and the National Trust. In addition, we have successfully secured millions of dollars in historic tax credits for our clients. With several offices located in historically sensitive neighborhoods, our firm is also highly experienced in creating designs which respect and complement the existing built environment in established downtowns and historic districts.

**World Class Project Team**

For each of the various avenues this master plan allows, LS3P has put together an expert team with decades of experience in designing, facilitating, and advising clients on large, complex projects. We have enlisted Principal Danny Adams for performing arts; Principal David Burt for civic structures; Principal Richard Gowe for multifamily/mixed-use; and Principal Brian Wurst, LS3P's Firmwide Design Leader. Our state of the art technology tools for visualization, BIM, site documentation, virtual reality, and real-time design communication will facilitate a seamless, efficient design process.

The City's Master Plan offers huge potential for growth, economic benefits, and redevelopment in Myrtle Beach's downtown core. We are excited about the design opportunities and potential for far-reaching positive impacts, and appreciate your thoughtful consideration of our team as the City's design partner and trusted advisor. We look forward to the opportunity to work with the City of Myrtle Beach to provide a renewed downtown that families and individuals will experience in the years to come.

Best regards,

James "Jim" Hubbard, AIA, NCARB  
Principal | Office Leader  
jimhubbard@ls3p.com

## FIRM HISTORY

*LS3P IS A DESIGN FIRM DEEPLY ROOTED IN THE SOUTHEAST BUT WITH A NATIONAL PRESENCE. AS A MEMBER OF THE AIA LARGE FIRM ROUNDTABLE, LS3P OFFERS ITS CLIENTS THE BEST OF BOTH WORLDS: LARGE-FIRM EXPERTISE AND RESOURCES, WITH SMALL-FIRM INVESTMENT IN THE COMMUNITIES IT SERVES. LS3P HAS BEEN HONORED WITH OVER 580 DESIGN AWARDS ACROSS DIVERSE PRACTICE AREAS. WE ENDEAVOR TO BE TRUSTED ADVISORS AND FACILITATORS FOR OUR CLIENTS.*

LS3P celebrates 56 years of dedication to our clients and the communities in which we practice and live. Founded on May 1, 1963, by Frank Lucas, FAIA, LS3P has since grown to include a professional staff of over 330 serving the Southeast from offices in Charleston, Columbia, Greenville, Myrtle Beach, Charlotte, Raleigh, Wilmington, and Savannah. Our network of offices allows us to provide the resources and expertise of a large firm with the personal attention of a small firm. We offer total design capabilities in-house from site selection to occupancy, yet we remain focused on excellent client service.

The editor of DesignIntelligence has called LS3P “the most local of the global firms and the most ‘world-class’ of the locals.” LS3P has a long legacy of design excellence, with over 580 design awards across diverse practice areas. With a mission to “engage, design, and transform,” we are deeply committed to the communities we serve. We believe in collaboration, innovation, and building lasting relationships with our clients.

Today, LS3P is led by CEO Thompson E. Penney, who started at the firm as a high school intern; CEO-Elect Marc Marchant; Chief Practice Officer Katherine Peele; Chief Operations Officer George Temple, IV; Chief Relationships Officer Chris Boney; and Marketing & Communications Officer Katie Robinson. Our practice leaders serve a broad array of markets including aviation and transportation, military and government, higher education, healthcare, K-12 education, hospitality, historic preservation, commercial, worship, and residential. The firm’s extensive design portfolio also includes specialized expertise in civic, parks and recreation, and other projects.

In 2016, LS3P merged with Hubbard Architecture LLC of Myrtle Beach, SC, strengthening the firm’s presence in the Grand Strand and capitalizing on the strong local knowledge and expertise of Jim Hubbard and Lizzie Daniel. With a long history of successful client partnerships, Jim and Lizzie align perfectly with LS3P’s vision and culture. They are devoted to client relationships and the concept of the “citizen architect,” and to the idea that teamwork within the firm and the larger community is foundational to success. Our team is strategically and uniquely positioned to provide client services that are both global and local. With the resources of our eight offices, we are able to draw on the expertise of the larger firm while giving each client personal attention. We collaborate as a team of specialists and generalists regardless of location, and our firm leads the profession in technological communication to facilitate seamless project management and design services.





## OUR PHILOSOPHY IS ROOTED IN RELATIONSHIPS

LS3P'S MISSION IS TO “**ENGAGE, DESIGN, TRANSFORM,**” A PROCESS WHICH BEGINS WITH *LISTENING*, STRIVES FOR *DESIGN EXCELLENCE*, AND RESULTS IN INSPIRING SPACES WITH *LONG-TERM POSITIVE COMMUNITY IMPACTS*.



**We are a part of your community.** From small-scale projects to long-range master plans, we design spaces which will serve our clients, their stakeholders, and the wider community.

**We are experienced.** Our broad range of expertise allows us the ability to create innovative solutions, and provide expertise to address the complex programs of today's design projects. Our work has received over 580 awards for design excellence.



**We share resources and expertise.** We have the resources, technology, multi-disciplinary expertise, and staff support to deliver a design which is tailored to your needs.

**We have local roots and national reach.** With 8 offices in the Southeast, LS3P is large enough to offer total design capabilities and large-firm resources, yet small enough to give personal attention and build client relationships.



**We are connected.** Our extensive network of local, regional, and national collaborators gives us the ability to assemble the best team for each project, and deliver the best possible design for your needs.



# PLACEMAKING

## PARTNERING WITH THE CITY FOR FUTURE SUCCESS:

The City of Myrtle Beach needs a design team who will serve as trusted advisors, provide design guidance in developing actionable steps to further develop the existing master plan, and facilitate a highly collaborative design process. Jim Hubbard and Lizzie Daniel have worked closely with the City for over 20 years, both in private sector work and projects with the City of Myrtle Beach as a client; our team has the in-depth local knowledge and long history of successful working relationships to provide world-class thought leadership and unparalleled client service. With the extensive resources of LS3P in designing for an array of project types including hospitality, office, mixed use, commercial, civic, high rise, and multifamily residential, our team can offer significant in-house resources under the direction of Jim's proven project leadership for the duration of your project.

As we build on the strong foundation of the existing master plan, we will collaborate with all stakeholders and potential development partners to develop the master plan into refined design guidelines. Master planning is a multifaceted endeavor, synthesizing long-term goals and immediate realities. Complexities such as growth projections, evolving technologies, and sustainability strategies provide both interesting challenges and exciting opportunities in working to achieve your big-picture objectives. During the process, we will facilitate a collaborative approach to strategic planning which integrates financial, operational, and programmatic considerations in pursuit of your long-term goals. We will tailor the process to the City's exact needs and vision; however, our design approach generally includes the following phases:







### CLIENT ENGAGEMENT:

We will begin with a “process design” session in which we affirm communication strategies, set objectives, discuss criteria for success, and hold ourselves collectively accountable for well-defined outcomes for the study. The resulting discussions, debates, and creative insights often bring to light vital issues and present unforeseen opportunities. We welcome all stakeholders from a variety of perspectives including Benchmark, Rogers | Lewis, Nexsen Pruet, and others as desired by the City to join us in this rich, multifaceted conversation.



### STRATEGIC DIRECTION:

During this stage, we will focus on information gathering using findings from the existing master plan and additional relevant information from the City, current trends impacting the City’s vision, growth projections, long-term implications of significant capital expenditures, and long-term strategic positioning integrating financial and operational considerations. We will also document site conditions, existing infrastructure, circulation, zoning/planning requirements, and all relevant previous studies. If required, we can also conduct a comprehensive facilities assessment to assess viable, non-viable and questionable infrastructure and buildings, and we will use up-to-the-minute research and forecasting techniques to formulate the shared planning assumptions which will inform our design.



### STRATEGIC PRIORITIES:

Building on these assumptions, the team will collectively determine strategic priorities and initiatives that will best support your long-term vision for Myrtle Beach and the Arts District. We will identify critical facility needs, then focus on the critical moves required. These priorities will serve as a guide in determining the highest and best uses of your assets, and the most effective ways to implement strategic facility decisions. We will identify opportunities to reclaim existing resources for new purposes, and recommend new facilities as required to achieve your long-term goals. We will conduct a strategic physical analysis, develop diagrams for site



### DEVELOPING A FRAMEWORK FOR GROWTH

With the necessary visioning, programming, and due diligence complete, we will develop balanced, fair, specific, and actionable goals for the benefit of the City and local stakeholders using tools such as historic tax credits, state historic tax credits, opportunity zones, and the Bailey Bill. Our work should attract private investment in this potentially vibrant core area of the City, with design guidelines which balance living, working, art, and governance. Working within these established frameworks, we will generate multiple design solutions which address issues such as growth programs and recommendations; strategies to enhance image and identity; environmental quality and sustainability; infrastructure, transport, flow of people and materials management; and operational effectiveness, capacity, cost, timing, and value.

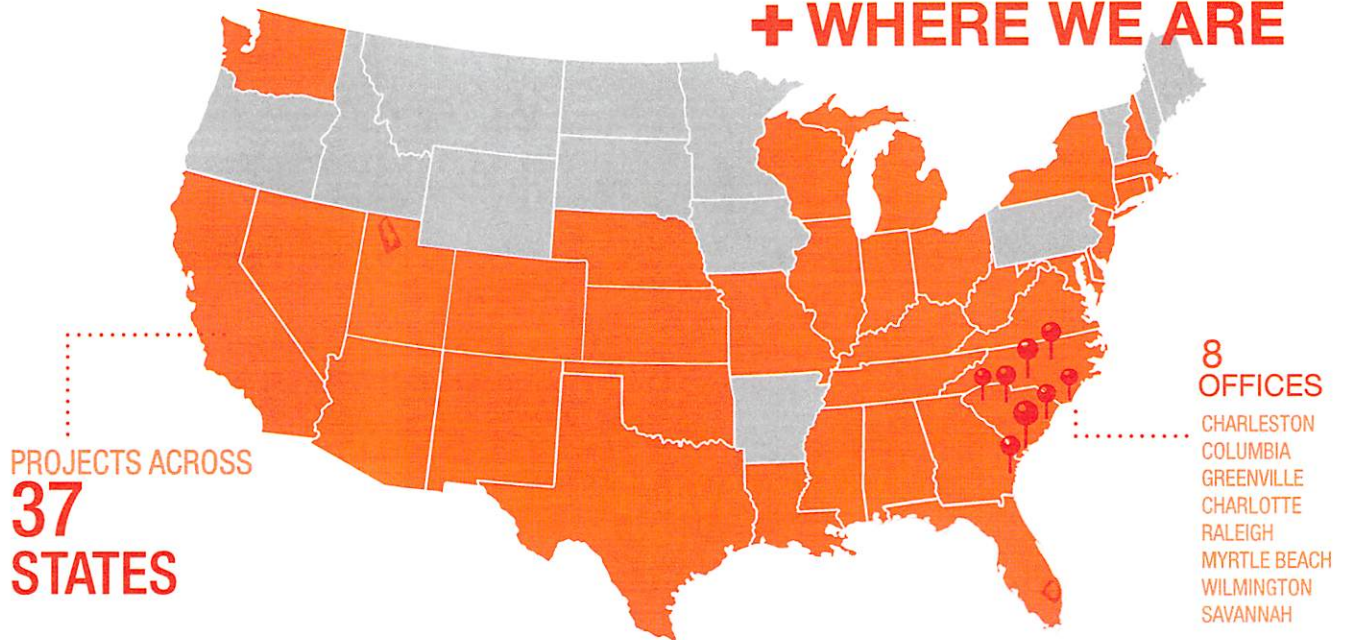


### HARNESSING THE POWER OF TECHNOLOGY

To streamline our workflows, our team will draw upon LS3P’s state of the art capabilities for existing facility documentation such as LIDAR scanning and drone technology. Our design visualization tools including virtual reality, BIM, and 3-D printing, will greatly enhance our communication and will allow the City and stakeholders to experience design possibilities for the Arts District in easily accessible, highly engaging ways. Fly-throughs, virtual walk-throughs, and virtual building tours that can be customized and viewed on any phone or tablet make it easy for all team members to be immersed in a design for real-time collaboration. Our software for coordination, communication, digital sketching, and co-authoring, likewise, provide a seamless end-to-end digital workflow.



## + WHERE WE ARE



## REFERENCES

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OUR NETWORK OF OFFICES IS BASED THROUGHOUT THE INCREDIBLY FAST-GROWING AND CULTURALLY OPTIMISTIC SOUTHEAST REGION OF THE UNITED STATES, EMPLOYING A STAFF OF OVER 300 TALENTED INDIVIDUALS IN CHARLESTON, COLUMBIA, GREENVILLE, AND MYRTLE BEACH, SC; CHARLOTTE, RALEIGH, AND WILMINGTON, NC; AND SAVANNAH, GA. AS THIS REGION IS INCREASINGLY LOOKED TO FOR THE BEST EXAMPLES OF QUALITY OF LIFE EXPERIENCES IN THE BUILT ENVIRONMENT, LS3P IS STRATEGICALLY AND UNIQUELY POSITIONED TO PROVIDE A GREATER DIMENSION OF CLIENT SERVICES THAT ARE GLOBAL IN EXPERTISE AND LOCAL IN CLIENT COMMITMENT.

# PERFORMING ARTS & AUDITORIUM EXPERIENCE

YOU MIGHT SAY OURS IS THE SCIENTIFIC METHOD—MERGED WITH THE INTUITIVE ART OF DESIGN. A HIGHLY FOCUSED, CREATIVE APPROACH KNOTS TOGETHER YOUR PROJECT TEAM, OUR DESIGN TEAM, AND THE BUILDER TEAM.



## WILSON CENTER AT CAPE FEAR COMMUNITY COLLEGE

2015 - *Wilmington, NC*

The Humanities and Fine Arts Center is located on Cape Fear Community College's downtown Wilmington, NC campus along a major gateway into downtown. This facility was designed to be a landmark building for both the College and the City. It houses new music, drama, and art classrooms; faculty offices; and a state of the art multi-functional performance auditorium that is the largest in the area.

The 1500+ seat hall can accommodate a variety of functions including but not limited to off Broadway shows, musical concerts, symphonic shows, recitals, and symposiums. A multi-functional outdoor arts courtyard for pre function use, art exhibits, receptions, and performances is also incorporated into the facility.

Approximately 150,000 SF in size, the facility houses effective instructional spaces for students and is a major arts venue for CFCC and the community. Adjacent to the Wilson Center, sits a 5-story parking deck with vegetated metal screens to help camouflage the view of the vehicles.



## HORRY-GEORGETOWN TECHNICAL COLLEGE INSTITUTE OF CULINARY ARTS AUDITORIUM

2016 - *Myrtle Beach, SC*

A daylight 2-story lobby which doubles as an event space connects baking labs and teaching kitchens to a 60-seat demonstration auditorium with integrated audio-visual equipment and displays.



## SCAD MUSEUM OF ART

2011 - *Savannah, GA - Associate Architect*

The museum boasts a glass-walled art gallery where there were once railroad tracks. The design culminates in an 86 foot tall steel and glass lantern which stands over a central atrium and serves as a beacon in the skyline of Savannah. This 64,000 SF building includes a 250 seat auditorium, galleries, classrooms, art curation and restoration space, and other functions. The SCAD Museum of Art is a 2014 recipient of an AIA Institute Honor Award for Architecture.



## ECU PERFORMING ARTS CENTER FEASIBILITY STUDY

2017 - *Greenville, NC*

The study and conceptual design of this new performance venue in Uptown Greenville engages the public with an evocative landmark. State of the art facilities include flexible studio spaces, faculty offices, teaching and performance dance studios, and an intimate 800 seat main hall, creating a lively center for cultural activities. LS3P is currently generating fundraising materials to help make this catalyst for urban growth a reality.



## MIXED USE / MULTIFAMILY EXPERIENCE

LS3P specializes in Mixed Use - Multifamily projects that are part of urban environments. Our projects typically include historic buildings that are incorporated into a larger development. Many of these projects include Public-Private Partnerships, Historic Tax Credits, Preservation Easements, Historic Review Board requirements and complex, urban contexts.



### NEWS PLACE AT ELLIS SQUARE

2008 - Savannah, GA

News Place included the renovation of four historic structures and the construction of a new six-story structure on a full city block on Bay Street. The design includes retail space and restaurants on the Bay Street level with residences above. One of the largest private mixed-use projects in Savannah, the project was instrumental to the redevelopment of Ellis Square.

Within four years, the \$34 million public investment in redeveloping Ellis Square attracted 50 new private homes, 35,000 SF of retail space, 80,000 SF of office space, and 150 new hotel rooms.



### THE JASPER

Projected Completion 2019 - Charleston, SC

The design for the new Jasper is based on a "building in the park" concept. Positioned in the center of the site with generous green setbacks from the surrounding streets. The residential tower will provide 225 units. The mixed-use building, inspired by details from the historic People's Building, Fort Sumter House, and Francis Marion Hotel, features retail, office, and residential units which wrap a concealed parking deck.



### LINE STREET DEVELOPMENT PHASE I

Projected Completion 2021 - Charleston, SC

Designed by LS3P in association with RAMSA, this nine-story mixed use development features 255 residential units wrapping a six-level parking garage for 358 cars. The development also includes 8,000 SF of ground-level retail, a generous fifth-floor terrace, and the renovation of an 1849 train shed into 20 residential lofts with an additional 7,200 SF retail space.



### 111 ANN STREET MULTIFAMILY

Projected Completion 2021 - Savannah, GA

Currently under design, this new 213 unit structure will provide a center for activity in the historic district of Savannah. The district will include a new boutique hotel, several restaurants, and a pool deck. The massing is split to reduce the overall scale and fit the character of Savannah.



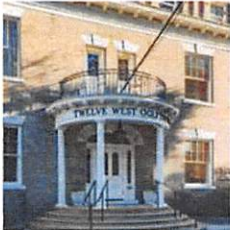
### CANALSIDE LOFTS

2009 - Columbia, SC

CanalSide is located on a premier site along the Congaree River and canal in Columbia, SC. Most importantly, it marks the re-development of the old CCI Prison into a vibrant, livable community. Congaree Vista continues to be a center of both history and culture to the residents and is the place of choice for shopping, dining, and a high-energy urban environment to live and grow businesses.

## HISTORIC TAX CREDIT EXPERIENCE

Our team includes key staff members who qualify under the Secretary of the Interior's Standards for a Historic Architect and as Historic Preservationists and Architectural Historians. Neil Dawson has served on the Georgia National Register Review Board (Chair), Savannah Historic District Board of Review (HDBR), and Historic Savannah Foundation Board. We have successfully secured millions in historic tax credits for our clients.



### HUSK SAVANNAH - 12 W. OGLETHORPE

2017 - Savannah, GA

This restoration transformed a burned out, dilapidated building into Husk, an internationally acclaimed farm-to-table restaurant. Bringing this historic building into compliance with code requirements while preserving the historic character of the building presented significant design and construction challenges.



### B&D BURGERS - 209 W. CONGRESS STREET

2012 - Savannah, GA

Through careful coordination, the rehabilitation of this former print shop became a vibrant urban restaurant. The project was awarded preservation tax credits and serves as a successful venue for many events. This corridor benefited from the revitalization efforts of Ellis Square and the News Place development, drawing more businesses to a formerly underutilized block.



### CHURCHILL'S GASTROPUB - 13-17 W. BAY STREET

2007 - Savannah, GA

The renovation included the conversion of a first-floor roof to an open-air dining and bar venue. The design underpinned the basement to stabilize the structure and create a more usable basement, converted the upper levels to office space, and created a restaurant at street level.



### 109-119 WHITAKER STREET

2004 - Savannah, GA

The carefully considered approach to this renovation combined preservation and energy efficiency, resulting in one of the first projects in the South to receive both federal tax credits and LEED certification. The design restored many details that had been concealed including the original bay configuration, transoms, and decorative metalwork.



### WEED AND LOVELL BUILDINGS - 201-205 W. BOUGHTON STREET

2002 - Savannah, GA

This four-bay building was constructed in the 1880s. The east bays were badly damaged in a fire and reconstructed with an additional floor and ornate pediment. The team used historic photos to reconstruct extensive decorative metal work on the exterior and converted the upper floors into urban lofts, with active shops and restaurants on the street.



## SELECTED PARKING DECK & GARAGE EXPERIENCE

LS3P views planning as the means to weld together strategic direction, programmatic goals and their essential environment – your campus and its facilities. By creating a consensus-based longer term view of the future we can also find common ground among the many constituencies.



### CAPE FEAR COMMUNITY COLLEGE PARKING DECK

2012 - Wilmington, NC

Located on the downtown Cape Fear Community College campus near the Humanities and Fine Arts building and Union Station, the Parking Deck serves students, faculty, and the general public. The deck houses a street-side student art gallery at its Hanover Street entrance, with space for a future sculpture garden. The gallery exhibits student work at the pedestrian level and serves as a pre-function space for the Fine Arts building.

Taking advantage of the natural terrain, the deck is accessible at 2 different levels and provides a pedestrian connection to the adjacent park. Brick veneer, architectural precast panels, and a vegetated metal screen help to camouflage the view of the vehicles inside of the 5-story deck.



### SPRING STREET PARKING DECK

2005 - Greenville, SC

Drawing from extensive experience in urban and mixed use development, LS3P proposed that this parking deck be configured to facilitate shared site-development with residential/retail buildings. This strategy offers immediate financial return to the City through private residential investment while allowing the design team to concentrate architectural facade treatment on the main Spring Street face of the building.



### CITY OF COLUMBIA DOWNTOWN PARKING GARAGE

2012 - Columbia, SC

This 532-car, 6-level parking garage is located downtown in the City of Columbia. This facility was designed to blend in with the existing downtown context and appear more like an occupied office building than a typical parking deck. The base of the building is comprised of stone, groundface, block, precast concrete and brick detailing with brick above. The precast concrete structure is designed with a ramp system on the center bay to conceal the diagonal lines from the exterior. Leasable tenant space is available to create activity and interest at the pedestrian level. This new investment by the City will support existing and new businesses, as well as residential customers and provide support for more economic growth in the City Center area.



### SOUTH CAROLINA AQUARIUM PARKING DECK

2005 - Charleston, SC

Positioned between a contemporary office building and a modernist aquarium, this new parking deck responds to the concrete, glass and steel context of each. The structure is composed of a combination of stainless steel and hot-dipped galvanized connections. The exposed exterior surfaces are cast with an antique white concrete face mix and sandblasted to yield a low-maintenance facade. Reveals and rustications, combined with inboard and outboard spandrels, create a pleasing appearance.



THE BROAD EXPERIENCE OF OUR CIVIC TEAMS INCLUDES PROJECTS SUCH AS MUSEUMS, AIRPORTS, TOWN HALLS, LIBRARIES, POLICE STATIONS, AND PERFORMING ARTS FACILITIES. EACH UNIQUE PROGRAM IS UNDERPINNED BY RESEARCH AND THOUGHTFUL PERSPECTIVE ON THE CHALLENGES FACING TODAY'S PUBLIC BODIES TO ALLOW COST-EFFECTIVE AND INNOVATIVE SOLUTIONS TO BE DEVELOPED THROUGH COLLABORATION AND DECADES OF EXPERIENCE.



WILMINGTON CHILDREN'S MUSEUM





## JIM HUBBARD AIA, NCARB

PRINCIPAL IN CHARGE

### REGISTRATION(S)

Architecture, South Carolina, #AR.6818  
Architecture, Georgia, #RA014155  
NCARB, CN 58914

### EDUCATION

Roger Williams University,  
Bachelor of Architecture, 1989

### COMMUNITY INVOLVEMENT & PROFESSIONAL AFFILIATIONS

Current: NCARB Continuing Education Evaluation Workgroup, City of Myrtle Beach Community Appearance Board

Past: NCARB Strategic Focus Group, Chairman SCArchIPAC, President AIA South Carolina, Chairman City of Georgetown Architectural Review Board, Design Awards Director AIA South Carolina, President AIA Grand Strand, Chairman City of Myrtle Beach Planning Commission and DRC Special Committee, Paul Harris Fellow, Rotary International

Jim Hubbard will serve as Principal in Charge, and will be your primary point of contact and leader of the multidisciplinary team for the duration of your project. Jim brings a deep pipeline of experience to this task, having designed and delivered multiple iconic projects in collaboration with the City including the SkyWheel and Landshark Restaurant, Marriott Dual Branded Hotel, and Radisson (now Sheraton) Hotel and parking structure at the Myrtle Beach Convention Center. Through his longstanding commitment to excellence in client service, thought leadership, and civic engagement, Jim has designed and delivered projects of over 1.5 billion dollars in development over the last 20 years. His architectural design and planning expertise includes long-range master plans, community facilities, high-rise, resort, clubhouse, restaurant, retail, Multifamily, and hospitality projects from initial marketing strategy through construction administration; this depth and diversity of experience will be invaluable in addressing the design for the variety of project types which may arise from further development of the existing master plan.

As LS3P's Myrtle Beach Office leader, Jim strives to create a culture of design service and serves as a trusted advisor to the client, to the firm, to the project's construction team, and most importantly, to the community. With customer service at the forefront, Jim properly plans the design and construction process to allow for a seamless progression of a client's project through varied economies and circumstances. Over just shy of three decades in the Horry and Georgetown County area, Jim has earned a reputation for on-time and on-budget design service management. Shaw Dargan, a founding family member of Dargan Construction headquartered in the downtown area of Myrtle Beach, has collaborated with Jim on many projects, and says "Jim Hubbard is exactly what a client, engineer, and a general contractor needs to have a successful project. Dargan Construction Company has experienced outstanding results working with Jim and hope to have many more projects with him in the future."

Jim is deeply committed to servant leadership and civic involvement. This core belief has led him to extensive professional and community engagement spanning decades. He is currently serving on the City of Myrtle Beach Community Appearance Board and the NCARB Continuing Education Evaluation Workgroup; previous work has included service as President of AIA South Carolina, Chairman of the City of Georgetown Architectural Review Board, Chairman of a City of Myrtle Beach Planning Commission Special Committee and contributing member of a City of Myrtle Beach DRC Special Committee, NCARB Strategic Focus Group member, Chairman of the SCArchIPAC, Design Awards Director for AIA South Carolina, President of AIA Grand Strand, and Paul Harris Fellow of Rotary International. The role of "citizen architect" is one Jim takes seriously, as evidenced by his consistent and enduring advocacy in creating for a stronger community for all through the development of a responsive, thoughtfully considered built environment.



## RELEVANT PROJECTS



### SHERATON MYRTLE BEACH CONVENTION CENTER HOTEL\*

2003 - Myrtle Beach, SC

The Sheraton Hotel hosting 404 suites, conference rooms, an indoor pool, and dining; along with an attached convention center for sports events, concerts, and various uses including craft fairs. The Sheraton is a prominent location for the City of Myrtle Beach.



### I LOVE SUGAR\*

2014 - Myrtle Beach, SC

Located in the heart of downtown Myrtle Beach along Ocean Blvd, I Love Sugar attracts all ages with the bright colors and soaring window walls.



### SKYWHEEL & LANDSHARK BAR & GRILL\*

2011 - Myrtle Beach, SC

Soaring nearly 200 feet above the Myrtle Beach boardwalk and carrying 42 glass-enclosed, climate-controlled gondolas, the Skywheel is a local and tourist favorite to experience. At the base of the wheel and just off the beach, families and individuals can grab a bite to eat at the Landshark Bar & Grill owned by Jimmy Buffett's Margaritaville.



### BOYS & GIRLS CLUB OF THE GRAND STRAND

2019 - Myrtle Beach, SC

The new construction of the Boys & Girls Club of the Grand Strand will consist of a large gymnasium, a music studio, learning kitchen, art rooms, and also administrative offices.

COUNTY & CITY LIBRARY/CHILDREN'S MUSEUM  
CONCEPT DESIGN\*  
Myrtle Beach, SC

MASTER PLANNING AT BROADWAY AT THE BEACH  
FOR BURROUGHS & CHAPIN\*  
Myrtle Beach, SC

MASTER PLANNING AT GRANDE DUNES MARINA  
FOR BURROUGHS & CHAPIN\*  
Myrtle Beach, SC

PIRATE'S VOYAGE\*  
Myrtle Beach, SC

THEBLVD  
Myrtle Beach, SC

BALLROOM RENOVATION  
AT MYRTLE BEACH CONVENTION CENTER\*  
Myrtle Beach, SC

MASTER PLANNING AT MYRTLE SQUARE MALL  
FOR BURROUGHS & CHAPIN & CITY OF MYRTLE BEACH\*  
Myrtle Beach, SC

\*indicates work done with a previous firm





## LIZZIE DANIEL

PROJECT PLANNING AND PROGRAMMING

### EDUCATION

University of Pittsburgh, Bachelor of Arts, 1992  
Webster University, Architectural Studies

### COMMUNITY INVOLVEMENT & PROFESSIONAL AFFILIATIONS

Past: AIA Grand Strand Board Director of Governance

Current: Myrtle Beach Downtown Redevelopment Corporation

Lizzie Daniel will lead Project Planning and Programming for your project. Lizzie brings over two decades of design experience in the Myrtle Beach area, including her previous work with Pegram Associates. Her expertise includes design, planning and zoning requirements, particularly relating to oceanfront and second-row mixed use developments. She has an extensive portfolio of work at all scales from programming through bidding and negotiations, with a particular focus in planning for high-rise/mixed use oceanfront projects. Recent examples of her planning programming work include TheBlvd mixed-use oceanfront commercial development and Breakers 21st Avenue North PUD.

### RELEVANT PROJECTS

Hilton Homewood Suites at Coastal Grand  
Myrtle Beach, SC

TheBlvd  
Myrtle Beach, SC

Farrow Commons Retail  
Myrtle Beach, SC

Breakers 21st Avenue North PUD  
Myrtle Beach, SC

River Oaks Retail Center  
Myrtle Beach, SC

17th Avenue North PUD\*  
Myrtle Beach, SC

26th Avenue North PUD\*  
Myrtle Beach, SC

21st Avenue South PUD\*  
Myrtle Beach, SC

\*indicates work done with a previous firm





**BRIAN WURST** FAIA, LEED® AP  
FIRMWIDE DESIGN LEADER

**REGISTRATION(S)**

Architecture, South Carolina, 2002, #6385

**EDUCATION**

Clemson University, Bachelor of Arts,  
Architectural Design, 1984

University of Pennsylvania, Master of  
Architecture, 1988

**COMMUNITY INVOLVEMENT/  
PROFESSIONAL AFFILIATIONS**

International Council of Shopping Centers  
(2004 - Present)

AIA South Carolina Chapter Design Board  
Member (2004 - Present)

Greater Charleston YMCA Board Member

Town of Mt. Pleasant Design Review  
Board Member

Brian contributes decades of truly diverse architectural design experience. His expertise lies in architectural design and design representation. He is often tasked with sketching and conceiving project schemes during design charette and/or in meetings with the Owner. As the lead of the firm's Design core competency board, Brian contributes his design acumen on projects of all types and from every studio.

Before joining LS3P, Brian was an Associate with the Philadelphia firm of Venturi Scott Brown and Associates, Inc., where he was involved with many of the firm's most prestigious commissions, including a government complex in Toulouse, France, renovations to the Barnes Art Foundation and a Central Fire Headquarters for the City of Trenton, NJ. His VSBA experience included several invited international design competitions including a new Cathedral for the city of Los Angeles and new U.S. Embassy in Berlin.

Brian has been honored with numerous design awards. He has taught classes in "Design Representation" at Clemson University and has served as a visiting critic/lecturer and studio professor at several universities over the course of his career. His design work and drawings have been featured in Architectural Record and Progressive Architecture magazines.

**RELEVANT PROJECTS**

**640 Peachtree Hotel**  
Atlanta, GA

**The Jasper Mixed-Use Project**  
Charleston, SC

**595 King Street**  
Charleston, SC

**College of Charleston  
Mixed Use Student Housing & Parking Garage**  
Charleston, SC

**Broadway at the Beach  
Various Projects**  
Myrtle Beach, SC

**Barefoot Landing- Lulu's Restaurant**  
Myrtle Beach, SC

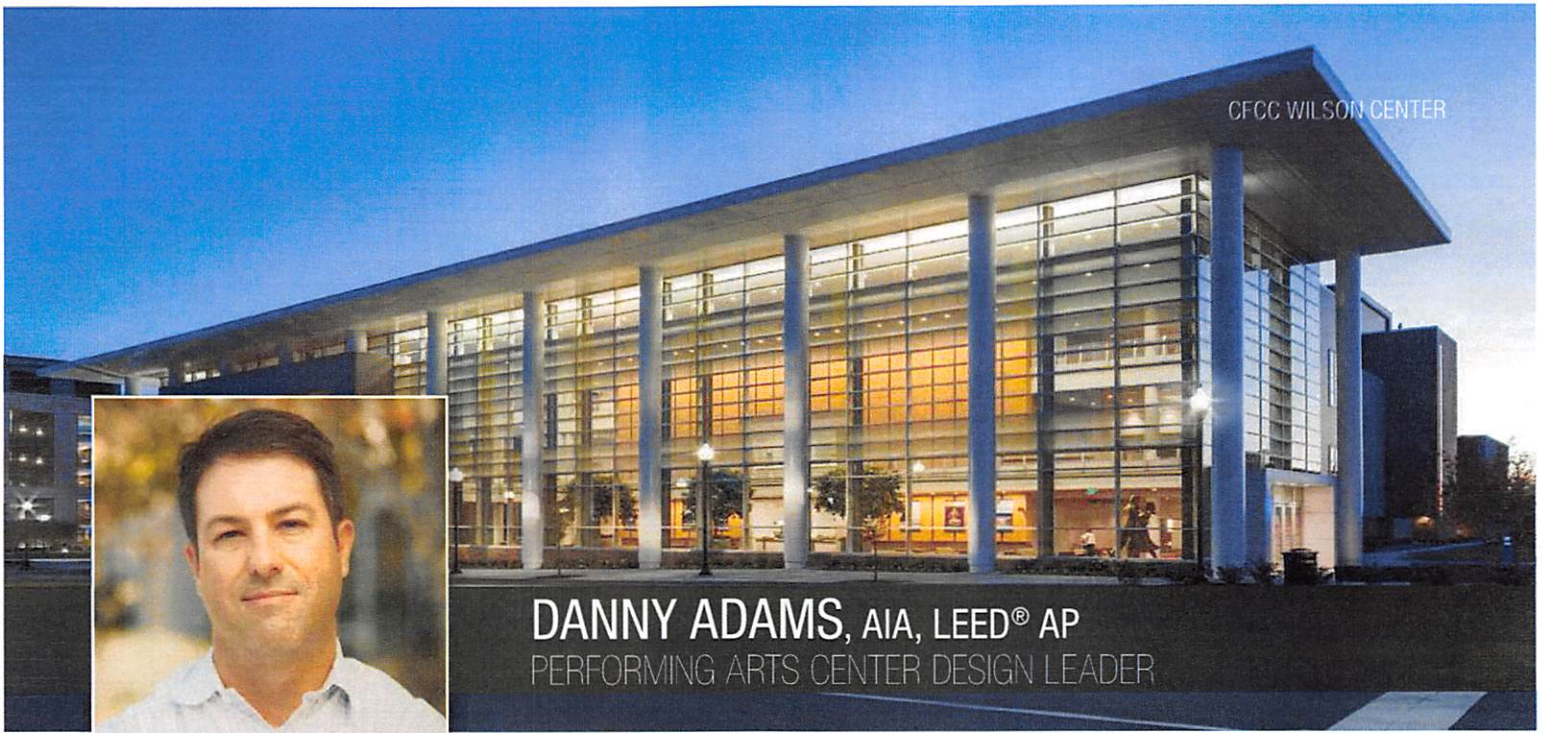
**Georgetown Hotel Master Plan & Design**  
Georgetown, SC

**Pacific Box & Crate Campus**  
Charleston, SC

**Grande Dunes Condominiums over Retail  
(Marina Village)**  
Myrtle Beach, SC

**City of Columbia Downtown Parking Garage**  
Columbia, SC





**DANNY ADAMS, AIA, LEED® AP**  
 PERFORMING ARTS CENTER DESIGN LEADER

**REGISTRATION(S)**

Architecture, NCBOA 9657, NC  
 LEED AP

**EDUCATION**

Washington University in St. Louis, Master of Architecture with honors, 1996  
 North Carolina State University, Bachelor of Environmental Design, Magna Cum Laude, 1994

**PROFESSIONAL AFFILIATIONS**

Professional Affiliations: AIA: Member, AIA Wilmington Chapter Executive Board Member (2011-2014), Wilmington AIA President (2013); City of Raleigh ARB/ Appearance Commission Elected Board Member (2007).

Danny Adams will serve as Performing Arts Center Design Leader for your project. Danny brings a wealth of experience in both public and private projects throughout North Carolina and beyond, including the recent completion of the award-winning Wilson Center at Cape Fear Community College in Wilmington, NC. His design and project management experience in local, national and international projects with a diverse range of project types has given him a broad range of professional experience over the past 17 years. While practicing in Raleigh, NC and Washington DC, his designs have ranged from residential and commercial adaptive reuse projects to major corporate mixed-use architectural projects to urban and civic master plans and redevelopment studies. Outside of the office, Danny is actively engaged with community outreach programs through the Wilmington AIA and is a professional architectural and photojournalistic photographer.

**RELEVANT PROJECTS**

**Cape Fear Community College Wilson Center (Humanities and Fine Arts Center)**  
 Wilmington, NC

**Cape Fear Community College Union Station**  
 Wilmington, NC

**Riverbend Mixed Use Development**  
 Wilmington, NC

**Autumn Hall Mixed Use Development**  
 Wilmington, NC

**Falls Church Gateway** (residential / retail mixed use development)\*  
 Falls Church, VA

**Live Oak Bank Headquarters**  
 Wilmington, NC

**Live Oak Bank Parking Deck and FitPark**  
 Wilmington, NC

**Independence Mall Redevelopment**  
 Wilmington, NC

**Monteith Office Building**  
 Wilmington, NC

**IKA Works North American Headquarters**  
 Wilmington, NC

**101 N. Third Street Office Building**  
 Wilmington, NC

\*indicates work done with a previous firm



595 KING ST.



**RICHARD GOWE AIA, LEED® AP**  
MULTIFAMILY DESIGN LEADER

**REGISTRATIONS**

Architecture, South Carolina #04154, 1990.

**EDUCATION**

Clemson University  
Bachelor of Science, Design, 1983

Rice University  
Master of Architecture, 1989

**COMMUNITY INVOLVEMENT/  
PROFESSIONAL AFFILIATIONS**

Christian Family YMCA Board (2005-2008).  
Cannon Street YMCA (2005-2008). AIA,  
Urban Land Institute.

Rich Gowe will serve as Multifamily/Public Private Partnership Design Leader for your project. With 35 years of experience in architectural practice, Rich specializes in large, complex commercial development projects. His experience includes new construction, renovations, and tenant upfits. Considered a “businessman’s architect” because he is very considerate of his client’s bottom line, Rich has earned a reputation for designing outstanding urban and civic spaces.

A 1983 graduate of Clemson University with a Master of Architecture degree from Rice University, Rich has worked extensively in Charleston’s historic district, and has assisted many of the city’s most experienced developers as well as out-of-town clients in navigating the complicated Charleston development landscape. He is well-versed in the stringent requirements of the local Board of Architectural Review, and participates as manager, client contact, designer, and strategist in the public approvals process.

**RELEVANT PROJECTS**

**511 Meeting St. Apartments**  
Charleston, SC

**530 Meeting St. Apartments**  
Charleston, SC

**583 Meeting St. Mixed Use**  
Charleston, SC

**595 King St. Mixed Use**  
Charleston, SC

**630 Indian St. Mixed Use**  
Charleston, SC

**The Jasper Mixed Use Development**  
Charleston, SC

**Line St. Development**  
Charleston, SC

**Anson House**  
Charleston, SC

**King & Queen Parking Garage**  
Charleston, SC

**French Quarter Inn**  
Charleston, SC

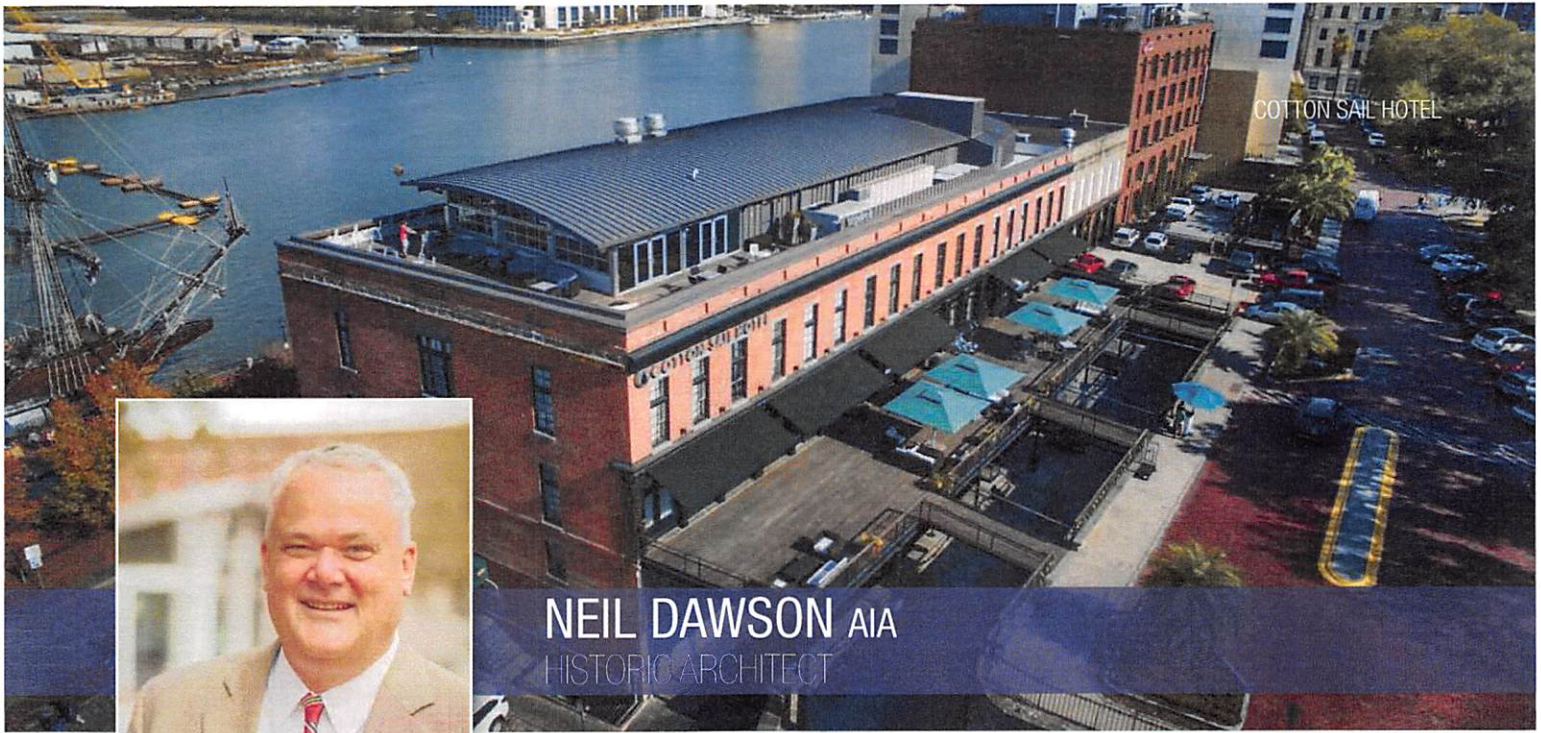
**College of Charleston Mixed Use Project**  
Charleston, SC

**Hayne Street Inn**  
Charleston, SC

**One Calhoun St. Mixed Use Development**  
Charleston, SC

**One-80 Place**  
Charleston, SC





COTTON SAIL HOTEL

**NEIL DAWSON AIA**  
 HISTORIC ARCHITECT

**REGISTRATIONS**

- Architecture, Georgia, 1999 #RA012564
- Architecture, North Carolina, 2015 #13333
- Architecture, South Carolina, 1991 #4305
- Architecture, Florida, 2000 #AR0017014
- Architecture, Tennessee, 2012 #104641
- Architecture, Ohio, 2017 #ARC.1716979

**EDUCATION**

- University of Florida  
 Bachelor of Design, 1985
- University of Illinois  
 Master of Architecture & Business  
 Administration, 1988

**COMMUNITY INVOLVEMENT/  
 PROFESSIONAL AFFILIATIONS**

- AIA Savannah Chapter President (2002)
- AIA Georgia Chapter President (2017)
- USGBC LEED Accredited Professional

Neil Dawson will serve as Historic Architect for your project. As leader of LS3P's Savannah office, Neil brings extensive experience in historic preservation, restoration, adaptive re-use, infill, and new construction in sensitive historic contexts. Neil brings over 30 years of experience in working with many state and local entities including the State of Georgia, the City of Richmond Hill, the City of Savannah and the Georgia Ports Authority to design and deliver award-winning projects that support a strong and active public realm.

Neil has been honored with more than twenty Historic Preservation awards at the city, state, and national levels; his work on the SCAD Museum earned an AIA National Honor Award, and was honored with awards from Georgia Trust for Historic Preservation, Historic Savannah Foundation, AIA Savannah, and the Center for New Urbanism.

**RELEVANT PROJECTS**

- |  |  |
|--|--|
| 12 W. Oglethorpe (Husk – Savannah)<br>Savannah, GA   | B&D Burgers<br>Savannah, GA                |
| 111 Ann Street Multifamily Residence<br>Savannah, GA | News Place at Ellis Square<br>Savannah, GA |
| Fairfield Inn Historic Savannah<br>Savannah, GA      | The Public Restaurant<br>Savannah, GA      |
| Artillery Bar<br>Savannah, GA                        | SCAD Hive Residence Hall<br>Savannah, GA   |
| Cotton Sail Hotel<br>Savannah, GA                    | Soho South Café<br>Savannah, GA            |





**DAVID BURT** AIA, CDT, LEED® AP  
CIVIC DESIGN LEADER

#### REGISTRATION(S)

Architecture, South Carolina, 2004, #6827  
Architecture, Mississippi, 2013, #5851

#### EDUCATION

Mississippi State University  
Bachelor of Architecture, 1995

#### COMMUNITY INVOLVEMENT/ PROFESSIONAL AFFILIATIONS

Historic Rotary Club of Charleston Member  
(2005-Present) President (2017-2018)  
Communities in Schools Board Member  
(2014-Present);  
Executive Association of Greater  
Charleston, Board Member (2014-  
Present);  
Charleston Metro Chamber of Commerce:  
Member (1998-Present);  
ULI: Member (2001-Present)  
AIA South Atlantic Region Young Architect  
Forum, Regional Liaison (2009-2010)  
National Kidney Foundation Charleston  
Fundraising Committee (2008-Present)  
AIA South Carolina Chapter,  
Communications Director, Board Member  
(2007-2009)  
AIA Charleston Chapter, President (2006)  
Coastal ULI YLG, Founding Board Member  
(2005)  
Leadership Charleston Steering  
Committee: Member (2002-2003);  
Chairman (2003)

David Burt will serve as Civic Design Leader, and brings significant experience in community focused design as Civic Sector Leader in LS3P's Charleston office. David has managed complex and mixed-use projects including residential, service, and hospitality components for both public and private sector clients. David's experience, excitement, and leadership, both in the firm and the wider professional community, earned him the AIA's Young Architect Award in 2010, and the Art and Design Alumni of the Year award from Mississippi State College of Architecture in 2011. David is deeply committed to professional and community engagement; he is currently serving as Chairman of the Board for Communities in Schools and working on the Campaign Cabinet for Trident United Way. He has also served as the President of AIA Charleston, Board Member of the Historic Rotary Club of Charleston, the AIA YAF South Atlantic Region Director, and Advisory Board member for the MSU SARC.

Passionate about urban design and a thriving built environment, David is highly experienced in the design of civic projects including the Kiawah Island Municipal Complex, the South Carolina State Ports Authority Building, Bluffton Law Enforcement Center, and Wando Mt. Pleasant Library.

#### RELEVANT PROJECTS

Hardeeville Municipal Building  
Hardeeville, SC

Bluffton Law Enforcement Center  
Bluffton, SC

SCSPA Headquarters Office Building  
Mt. Pleasant, SC

Wando Mt. Pleasant Library  
Mount Pleasant, SC

Kiawah Island Municipal Complex  
Kiawah, SC

Isle of Palms Recreation Center  
Isle of Palms, SC

SCSPA Cruise Terminal  
Charleston, SC

Mount Pleasant Waterfront Park  
Mount Pleasant, SC

City of Charleston Aquatics Center  
Feasibility Study  
Charleston, SC



# LAND DESIGN

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WE DIG DEEP INTO THE DETAILS,  
BUT ARE NEVER LOST IN THE WEEDS.

**We are a collaborative group of landscape architects, civil engineers, planners and urban designers that approaches projects with unique expertise and diverse perspectives, but with a shared goal to create places that matter.**

LandDesign is a multi-disciplinary firm offering urban design, planning, landscape architecture, civil engineering and branding. Our organization of over 150 professionals is located across the nation in the firm's offices in Charlotte, NC; Washington DC; Dallas, TX; Orlando, FL; San Francisco, CA; and Boulder, CO. All offices are fully-linked to foster collaborative efforts that take advantage of the firm's combined expertise and experience to meet each client's individual needs through reasoned solutions.

For over 40 years, our uncompromising passion for what we do has characterized our people and our work. We work diligently to research and unearth the uniqueness of each place and discover creative solutions through our collaborative process. We work to translate client vision and research into a varied set of ideas and potential outcomes that inform an actionable plan forward. We believe that taking the safe and easy path prevents our clients from uncovering the unique and innovative solutions that make a place truly different and instill in it a spirit that engages those who experience it.

We also believe strongly in the need to protect the environment and enhance the lives of those touched by our projects. Our awareness of best management practices helps us incorporate creative design, proven construction practices and proper materials into each project to help clients reduce or eliminate the negative impact on the environment and community. In projects around the world, our team has demonstrated its commitment to providing environmentally sensitive solutions that can be designed and implemented while maximizing quality or desired economic results.

While utilizing the latest technologies and best practices, the team at LandDesign takes a "hands-on" approach to every project, with services typically extending from concept through construction. The firm frequently is retained to coordinate design and planning, thus ensuring quality, continuity and scheduling. The most important proof of LandDesign's commitment is demonstrated through the long-term working relationships with numerous clients that consistently rely on the firm for creative, cost-conscious and proven services.



Follow us @LandDesignInc



# ENVIRONMENTAL CONCEPTS

The key to producing successful and innovative projects is directly related to Environmental Concepts' commitment to providing a better quality of life through stewardship to the land and superior site planning for all who come into contact with our work.

Award-winning Environmental Concepts has been involved in projects associated with all aspects of outdoor environments, from the site design of intimate gardens to the master planning of land areas thousands of acres in size.

Our design philosophy blends architectural creativity and ecological awareness to produce attractive and exciting environments for our clients.

Consonant with this philosophy, Environmental Concepts believes that every project is unique, with elements and characteristics which can undergo an ideal metamorphosis through appropriate design solutions. We have the ability to address the complex range of development issues, while maintaining our traditional design values in the imaginative creation of outdoor spaces that are aesthetically stimulating and enjoyable year round.

Environmental Concepts has earned recognition for providing quality, personalized Landscape Architectural/Land Planning services for both small and large scale projects. From initial client contact, research and site analysis to master planning, design development and detailed site design, our services are tailored to address the issues of each project.

We are experienced in working with multi-disciplinary teams and have established successful working relationships with numerous outstanding professionals to assure excellence in all aspects of project planning and design.

Environmental Concepts has successfully undertaken projects in sensitive coastal wetland and upland environments meeting the needs of the client, the site, and the ultimate end-user. Our imaginative and comprehensive approach to planning and design is reflected in each design solution.

## RELEVANT PROJECTS

Marriott Resort at the Grande Dunes  
Myrtle Beach, SC

Pine Lakes Entrance  
Myrtle Beach, SC

Pine Lakes Clubhouse  
Myrtle Beach, SC

Grande Dunes Boulevard  
Myrtle Beach, SC

21st Avenue Oceanfront PUD  
Myrtle Beach, SC

BB&T Coastal Field / Myrtle Beach Ballpark  
Myrtle Beach, SC

North Myrtle Beach Gateway Signs  
North Myrtle Beach, SC

NMB Wayfinding Signage  
North Myrtle Beach, SC





# DDC ENGINEERS, INC.



**Established in 1986, DDC Engineers, Inc.** (DDC) is a multi-faceted civil engineering firm based in Myrtle Beach and has been serving the citizens of the Carolinas for over thirty-three (33) years.

Our firm specializes in:

- Civil Engineering
- Regulatory Permitting
- Land Surveying
- Landscape Architecture (The LandArt Company)
- Environmental Consulting
- Land Planning (The LandArt Company)

DDC is owned and operated by (4) principal partners. DDC employs (4) registered professional engineers, (2) registered landscape architects, (2) registered arborists, (2) professional land surveyors and support staff totaling 34 full-time employees. DDC is very proud of the many combined years of Professional Experience brought to the firm by the principal partners and their professional staff.

## KEY STAFF

### **ERIC K. SANFORD, P.E.**

#### *Director of Municipal Services*

Mr. Sanford has provided professional services in the field of civil engineering since 1982. He has worked extensively on water and sewer designs for the City of Myrtle Beach and other local governments, using both traditional and computer-aided design tools. Mr. Sanford has also been involved in large-scale water, wastewater, and stormwater management studies. The water and sewer study projects include rate collection inventory, capacity analysis for water, gravity sewer, pump stations and force main networks for analysis of seasonal peaks, off-season, and future planning of the City of Myrtle Beach. Mr. Sanford has a great deal of experience in retrofitting existing infrastructure systems to bring them into conformance with area growth, current industry standards, and to improve overall efficiency. Mr. Sanford serves as DDC's representative to the City of Myrtle Beach Public Works Department and has been responsible for all City's work accomplished by DDC for over (30) years. His knowledge of the City's infrastructure systems is without comparison with respect to those not directly employed by the City.

### **TIMOTHY S. KIRBY, P.E.**

#### *Director of Land Development Services*

Mr. Kirby has provided professional services in the field of civil engineering since 1986. He is responsible for the overall management and efforts associated with producing complete construction drawings for a variety of projects including residential, commercial, municipal, and educational. Mr. Kirby has completed numerous stormwater master plans for area communities including Sediment and Erosion Control plans and coordination with state and local jurisdictional agencies on securing the required permits. Mr. Kirby's experience also includes the design of roadway projects for private and government Clients.

### **ELI M. JONES, P.E.**

#### *Sr. Project Manager*

Mr. Jones has provided professional services in the field of environmental and civil engineering since 1995. His background encompasses project management, design, layout, inspection and permitting of various water and sewer line projects. Also, he has been involved in the development and implementation of several water models, sewer models, and GIS Systems.

# THEATRE CONSULTANTS COLLABORATIVE

**Theatre Consultants Collaborative is a team of industry veterans and creative thinkers who joined forces in 2003 to assist clients through the complex process of theatre programming, planning and design, as well as the design and integration of specialized performance systems.**

**Our goal as The Collaborative is to connect with users, architects and engineers to craft exciting and unique venues where performance comes to life. Through our work, we help translate the exacting design criteria of a performance space into a physical form that enhances that fundamental relationship between performer and patron. Our consultants have helped shape performance and rehearsal spaces for drama, music and dance throughout the United States and Canada, and contributed to the design of over 400 facilities ranging from major performing arts centers to modest studio theatres.**



## KEY STAFF

### ROBERT LONG, FASTC, PRINCIPAL CONSULTANT

*Role: Program Validation / Conceptual Planning*

In over 35 years of practice as a theatre consultant, Robert has been involved in the programming, planning and design of virtually every type of building for the performing arts. His extensive experience encompasses performance spaces for drama, music and dance, ranging from initial planning studies to the completion of major performing arts centers, and includes professional as well as educational facilities.

### KURT WEHMANN, PRINCIPAL CONSULTANT

*Role: Front- and Back-of-House Planning / Auditorium Design*

Kurt has over 17 years of experience in the field of architecture, with a focus on performing arts projects. His interest in design lies primarily in expressing and celebrating the act of living life and the idiosyncratic rituals that constitute the human experience.

### CURTIS KASEFANG, PRINCIPAL CONSULTANT

*Role: Performance Lighting Systems Design*

Curtis, a co-founder of TCC, has designed and equipped hundreds of performance spaces throughout North America since 1990 and, most recently, has been involved at the forefront of new technologies in performance lighting, sound and communications, and control system design. Trained as a theatrical lighting designer, with additional training in sound system engineering, information technology, and process modeling, Curtis brings a unique skill set to the theatre design process. He is particularly attuned to the impact of certain decisions on the operation and maintenance of a performance facility, having worked previously as a production manager and technical director of a multi-theatre complex.

### JASON PRICHARD

*Role: Performance Rigging / Drapery Systems Design*

Jason Prichard has worked on over 100 projects in the US and Canada during his consulting career, which began with Robert Long & Associates in 2001, and continued with TCC at its inception in 2003. With experience in performance machinery, audio system, and lighting system design, Jason has a thorough understanding and unique ability to coordinate multiple disciplines of theatre technology.



**#1 IN THE SOUTHEAST  
OF ARCHITECTURE-ONLY FIRMS  
BASED IN THE REGION**  
by Engineering News Record (ENR)

**FIRM PROFILE**

At LS3P, our mission is to engage clients and communities to design meaningful places that serve people, organizations, institutions and communities. At our core, we are a design firm, dedicated to contributing our best to projects, clients, communities and each other with integrity and passion. We engage people in the process of architecture to create outstanding places to live, work, learn, serve, worship and play. As trusted advisors to our clients, we forge enduring connections by bringing new levels of thought, insight and inspiration to the process of design and architecture.

LS3P's work represents an informed and inspired outgrowth of each client's vision. Our connection to our clients and their markets is based on understanding and knowledge of their goals and aspirations. LS3P's projects become extensions of their organizations, communities and regions, whether meeting aesthetic aspirations for a signature building, creating improved efficiency for staff, bringing better living conditions to our troops, inspiring congregations, or creating a custom space for families to live, work and play.

Our diverse mix of clients, markets and project types unlocks new doors for clients and in our practice. This broad range of expertise allows us the ability to create innovative solutions and provide perspective and insight to addressing the complex programs of today's design projects. As an organization, we offer the most advanced resources available for clients' projects to positively influence people, communities and outcomes.



**STANDARD AGREEMENT PROVISIONS AND HOURLY RATES**

Effective August 1, 2017

LS3P provides Architecture, Interiors, and Planning Services on a time and materials basis as follows:

1. Compensation for Services provided by LS3P personnel shall be at the following hourly rates:

Administrative	\$75
Technician	\$100
Senior Technician	\$125
Designer	\$100
Architectural Staff I / Interior Design Staff I / Design Staff I	\$115
Architectural Staff II / Interior Design Staff II / Design Staff II	\$130
Architectural Staff III / Interior Design Staff III / Design Staff III	\$145
Senior Architect / Senior Interior Designer	\$170
Project Manager	\$185
Senior Project Manager	\$205
Officer / Principal	\$225
Senior Officer / Principal	\$245

- For Services of Professional and Engineering Consultants including but not limited to Structural, Civil, Mechanical, Electrical, Plumbing, and Surveying Services, a multiple of 1.25 times the amount billed to LS3P will apply.
- Minimum billable time for Depositions and Testimony is One-Half Day.
- Billing will occur monthly or at the completion of the work, whichever comes sooner, with payments due upon receipt.
- After thirty (30) days from the date of invoice, payments due and unpaid shall bear a late charge of one and one half percent (1.5%) per month from the date of invoice.
- This standard schedule is subject to change 6 months from date of issuance.
- Reimbursable Expenses (i.e., Travel, Reproductions, Printing, Plots, Postage, Handling and Delivery, Facsimile, Long Distance Communications, Renderings, Models, etc.), incur a multiple of 1.1 times the amount expended by LS3P. For limited quantities of in-house print or electronic media production, the following billing rates will apply:



Black & White	Bond	Premium Bond	Black & White Scans
30" x 42"	\$2.00	\$3.00	\$2.50
24" x 36"	\$1.00	\$2.00	\$2.00
15" x 21"	\$0.50	\$1.00	\$1.25
11" x 17"	\$0.25	\$0.50	\$0.25
8.5" x 11"/14"	\$0.10	\$0.20	\$0.15
Color	Premium Bond	Satin or Gloss	High Res. Color Scans
30" x 42"	\$45.00	\$60.00	\$20.00
24" x 36"	\$30.00	\$45.00	\$20.00
15" x 21"	\$20.00	\$30.00	\$20.00
11" x 17"	\$1.00	\$1.25	\$1.00
8.5" x 11"/14"	\$0.65	\$0.75	\$0.75
Electronic	Internet	CD	DVD
Data Transfer	No Charge	\$15.00	\$25.00
Facsimile	No Charge		
Email / FTP	No Charge		

Large quantity reproductions, blue-line prints, black-line prints, sepia prints, high resolution scans, and other special graphic media formats will be outsourced at vendor pricing plus customary 10% markup.

8. Digital Reproduction of Documents and Instruments of Service (limited to computer generated drawings and not to be considered Contract Documents as defined by the General Conditions for the Contract for Construction) may be obtained for specific qualified purposes with appropriate authorization and subject to an LS3P Letter of Agreement stating Terms and Conditions for release. Drawing Sheets prepared using Autodesk® Revit®, Autodesk® AutoCAD®, and Bentley® MicroStation® application software shall have the following per sheet billing rates as Digital Documents:

Electronic Files Formats	Per Sheet
DWG (Autodesk® Drawing File)	\$30.00
DGN (Bentley® Design File)	\$30.00
DXF (Autodesk® Data Exchange File)	\$30.00
DWF (Autodesk® Design Web Format)	\$10.00
PDF (Adobe® Portable Document Format)	\$4.00

Autodesk Revit and AutoCAD drawing files represented in the DWG and DXF file formats and Bentley MicroStation design files represented in the DGN file format are viewable, printable and editable using application software. Autodesk Design Web Format or DWF files and Adobe® Portable Document Files or PDF files formats are viewable and printable using Autodesk Design Review and Adobe Acrobat Reader, respectively. These software viewers are available as free downloads. DWF and PDF file formats are not editable and may be scaled, red-lined or otherwise marked up without changing the original files. Additional charges for file format conversion may apply.