

September 29, 2017

Dr. Stephen W. Hefner, Superintendent
District Five of Lexington & Richland Counties
1020 Dutch Fork Rd.
Irmo, SC 29063
shefner@lexrich5.org

ARCHITECTURE

INTERIORS

PLANNING

RE: Fee Proposal: District Office Preliminary Project Budget Estimate

Dear Dr. Hefner:

LS3P is pleased to present a Fee Proposal for developing a "Preliminary Project Budget Estimate" for a potential new District Office for your District. We look forward to assisting District Five of Lexington & Richland Counties with this task based on our recent District Office design experience in both Richland School District Two and Rock Hill Schools.

PROPOSED FEE

LS3P proposes to provide the aforementioned services as follows:

CHARLESTON

COLUMBIA

GREENVILLE

MYRTLE BEACH

CHARLOTTE

RALEIGH

WILMINGTON


SAVANNAH

Project Budget Estimate: **\$5,000.00 Hourly, Not to Exceed Fee**
Reimbursables: **\$250.00 NTE**

SCHEDULE

LS3P will provide the scope of work and deliverables no later than October 6, 2017.

Please do not hesitate to contact me or David Anderson if you have any questions or need additional information. If you are in agreement with this proposal, please indicate your acceptance by signing and dating the original in the space below and return one executed copy to our office.

 10/3/2017
Dr. Stephen Hefner, Superintendent Date

Very Truly Yours,



LS3P
Mary Beth Sims Branham, AIA
Vice President / Principal / Columbia Office Leader
marybethbranham@ls3p.com

Attachments: LS3P Standard Terms and Standard Billing Provisions

EXHIBIT 1

9/29/17

I. STANDARD TERMS

Confidential – Not for distribution without permission of LS3P ASSOCIATES LTD.

A. Agreement

This Proposal, including this Exhibit 1, is the entire and integrated agreement between the Owner and LS3P, supersedes all prior negotiations or agreements, either written or oral, and shall be governed by the laws of the state of South Carolina without regard to principles of conflicts of law. This Proposal may only be amended in a writing signed by both parties. If any provision of this Proposal is invalid or unenforceable, the remainder of this Proposal will still be valid. By signing, the Owner agrees to the terms of this Proposal, including this Exhibit 1, and agrees to pay LS3P in accordance with the terms stated herein.

B. Exclusions

Only those services specifically included in this Proposal are included in the base services.

C. Expiration Time

This Proposal is effective up to 90 days from the Proposal date set forth above. After ninety (90) days, the terms set forth herein shall be subject to renegotiation unless otherwise agreed.

D. Standard of Care

LS3P 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. LS3P shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Owner agrees that LS3P is not in control of the various authorities having jurisdiction (“AHJ’s”) over the Project or their respective review and approval schedules. LS3P 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.

LS3P shall not be required to review and shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor nor shall LS3P be required to review partial submissions or those for which submissions for correlated items have not been received. 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 LS3P (to the extent of the betterment or value added), and shall not be the basis of a claim.

E. Owner Information and Services

The Owner shall provide full information about the objectives, schedule, constraints, and existing conditions of the Project and shall establish a budget with reasonable contingencies that meet the Project requirements. The Owner acknowledges, however, that LS3P has no control over the cost of labor, materials, or equipment, over the Contractor’s methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. LS3P shall be entitled to rely upon the accuracy and completeness of the services and information furnished by the Owner, consultants, and contractors including those consultant services required under the International Building Code sections 1703 (Approvals) and 1704 (Special Inspections), as applicable. 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 LS3P's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of LS3P's services. 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 LS3P. Such representative is as follows:

- .1 Name: Dr. Stephen W. Hefner
- .2 Address: 1020 Dutch Fork Rd., Irmo, SC 29063
- .3 Telephone No.: (803) 476-8116
- .4 Email: shefner@lexrich5.org

F. Termination or Suspension

Either party at any time with or without cause may terminate this Proposal by written notice to the other. Termination shall be effective seven (7) days after the date the notice is received. Upon effective termination, all services provided and expenses incurred up to and including the date of termination shall be immediately reimbursable, due, and payable to LS3P. Failure of Owner to make payments to LS3P under this Proposal shall be cause for termination.

In the event of a suspension of services, LS3P shall have no liability for any damages to Owner incurred because of such suspension. Termination or suspension of services by LS3P shall in no way relieve Owner of its obligation to compensate LS3P for services provided and expenses incurred up to and including the date of termination or suspension. If the Owner suspends the Project, LS3P shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, LS3P shall be compensated for expenses incurred in the interruption and resumption of LS3P's services. LS3P's fees for the remaining services and the time schedules shall be equitably adjusted.

G. Ownership of Documents

Designs, drawings, specifications, and other documents prepared by LS3P and/or its consultants are Instruments of Service for use solely with respect to this Project. LS3P and its consultants reserve all respective rights in and to those Instruments of Service including, but not limited to, copyrights.

H. Photography / Job Sign

LS3P reserves the right to photograph the Project and use said photographs in future promotional material. Photography sessions will be coordinated with the Owner to avoid distraction during business hours. 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.

I. Mutual Waiver of Consequential Damages

The Owner and LS3P waive consequential damages against each other for claims, disputes, or other matters in question arising out of or relating to this Project. This waiver is also applicable to damages due to termination and/or value engineering and will survive termination of this Proposal.

J. Limitation of Liability

LS3P'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 LS3P'S FEE RECEIVED FOR THIS PROJECT.

K. Insurance

The Owner and LS3P waive all rights against each other for damages to the extent covered by property insurance applicable to this Work except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. 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 LS3P and its consultants as additional insureds under those policies by way of ISO endorsement CG 20 32 or its equivalent. The Owner agrees to maintain general liability coverage in the amount of \$1,000,000.00 per occurrence and in the aggregate for the duration of the Project. The Owner agrees to name LS3P and its consultants as additional insureds on its general liability policy providing coverage to this Project.

L. Third Party Claims

This Proposal shall not create any right, remedy, relationship, and/or cause of action in any third party.

M. Means, Methods, Schedule, and Safety

LS3P has no control over, charge of, or responsibility for hazardous materials or the means, methods, schedule, and/or safety in connection with the Work. LS3P and LS3P's consultants shall have no responsibility for the discovery, presence, handling, disposal of, or exposure of persons to hazardous materials or toxic substances in any form at the Project Site. LS3P or their consultants shall not be held liable for any hazardous materials or toxic substances related claim. The Owner will have all hazardous materials or toxic substances removed independently before construction begins. If any additional hazardous material or toxic substances are encountered during the course of the work, the Owner shall be responsible for providing industrial hygienist services necessary to carry out abatement, removal, or encapsulation of the material. LS3P or LS3P's consultants shall not be held liable for the discharge or release of contaminants or other pollutants.

N. Notices

The only valid addresses for receipt of notice are as follows:

LS3P:	LS3P ASSOCIATES LTD. 701-A Lady St. Columbia, SC 29201
Owner:	Mary Beth Branham, AIA Vice President / Principal

O. Basis of Opinion

Projects requiring observation and reporting of existing structures may have conditions concealed from view that differ from available documentation or other information. LS3P is not responsible for the costs or delays resulting from the later discovery of such actual conditions. This Proposal 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 LS3P from

the knowledge of available facts and other information. This Proposal 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 Proposal and/or any subsequent representation.

P. Payment

Design Services will be billed monthly in accord with the percentage of work complete and the terms of compensation. Additional Services by LS3P, Additional Services by consultants, and/or reimbursable expenses shall be billed monthly based upon accrued amount including mark-ups. The Owner shall pay LS3P the balance due upon receipt of invoice. If unpaid invoices become more than sixty (60) days overdue, LS3P may, upon seven (7) days written notice to the Owner, contact the Owner directly for payment and/or stop work until payment is received. In the event of non-payment, Owner shall reimburse LS3P for any attorney's fees incurred to collect the unpaid receivables. LS3P will begin work on this Project once the Proposal signed by both parties have been received. Payments on this Project should be sent directly to:

LS3P ASSOCIATES LTD.
PO Box 601577
Charlotte, NC 28260-1577

Q. Dispute Resolution

Dispute resolution shall be by stepped negotiations in the following order: (1) exchange of written statements of position, (2) meeting of representatives with full settlement authority, (3) mediation, and then (4) litigation.

R. Enhanced Construction Phase Services

The Owner agrees that Work will progress during the period between LS3P's Basic Construction Phase Services site visits that can and will be concealed from view during subsequent site visits, resulting in Work that LS3P is unable to observe. If the Owner desires to reduce the amount of concealed Work that LS3P is unable to observe, LS3P shall provide Enhanced Construction Phase Services as Additional Services as indicated by the Owner:

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

The Owner further agrees that LS3P explained the benefits of Enhanced Construction Phase Services to the Owner. If the Owner voluntarily elected not to engage LS3P 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.

II. STANDARD BILLING PROVISIONS

LS3P ASSOCIATES LTD. provides Architecture, Interior Architecture, and Planning Services on a time and materials basis as follows:

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

Senior Officer / Principal	\$245
Officer / Principal	\$225
Senior Project Manager	\$200
Project Manager	\$180
Senior Architect / Senior Interior Architect-Designer /Senior Planner	\$165
Architectural Staff III / Interior Architect-Design Staff III / Planning Staff III	\$140
Architectural Staff II / Interior Architect-Design Staff II / Planning Staff II	\$125
Architectural Staff I / Interior Architect-Design Staff I / Planning Staff I	\$110
Intern	\$95
Senior Technician	\$120
Technician	\$100
Administrative	\$75

B. 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.

C. Minimum billable time for Depositions and Testimony is One-Half Day.

D. Billing will occur monthly or at the completion of the work, whichever comes sooner, with payments due upon receipt.

E. 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.

F. This standard schedule is subject to change 6 months from date of issuance.

G. 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"	\$4.00	N/A	\$2.50	
24" x 36"	\$3.00	N/A	\$2.00	
15" x 21"	\$2.00	N/A	\$1.25	
11" x 17"	\$0.50	\$1.00	No Charge	
8.5" x 11"/14"	\$0.15	\$0.25	No Charge	
Color	Premium Bond	Satin	Gloss	High Res. Color Scans
30" x 42"	N/A	\$80.00	\$80.00	\$20.00
24" x 36"	N/A	\$60.00	\$60.00	\$20.00
15" x 21"	N/A	\$40.00	\$40.00	\$20.00
11" x 17"	\$6.00	\$12.00	\$12.00	No Charge
8.5" x 11"/14"	\$4.00	\$6.00	\$6.00	No Charge

Electronic	Internet	CD	DVD	Digital Tape
Data Transfer	No Charge	\$15.00	\$25.00	\$100.00
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.

H. 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® shall have the following per sheet billing rates as Digital Documents:

Electronic Files Formats	Per Sheet
DWG (Autodesk® Drawing File)	\$30.00
PDF (Adobe® Portable Document Format)	\$4.00

Autodesk Revit and AutoCAD drawing files represented in the DWG are viewable, printable and editable using application software. Adobe® Portable Document Files or PDF files are viewable and printable using Adobe Acrobat Reader. These software viewers are available as free downloads. 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.