

MAYOR:
Bradley D. Belt

TOWN ADMINISTRATOR:
Stephanie Tillerson

MAYOR PRO TEMPORE:
Russel A. Berner



TOWN ATTORNEY:
Stafford J. McQuillin III

COUNCIL MEMBERS:
E. Luke Farrell
Madeleine Kaye
Lance Spencer

SPECIAL CALL TOWN COUNCIL
Municipal Center Council Chambers
November 14, 9:00 am

AGENDA

- I. Call to Order:**
- II. Roll Call:**
- III. Citizens' Comments (Agenda Items Only):**
- IV. New Business:**
 - A. To Consider Approval of the Contract with Caplea Coe/H3 as the Architect of Record for the Design of the Civic and Cultural Center Addition**
- V. Council Member Comments:**
- VI. Citizens' Comments:**
- VII. Adjournment:**

 AIA® Document B133® – 2019**Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition**

THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO S.C. CODE ANN. (1976) SECTION 15-48-10 ET SEQ., AS AMENDED.

AGREEMENT made as of the Eleventh day of November in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

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

Town of Kiawah Island
4475 Betsy Kerrison Pkwy, Kiawah Island, SC 29455
Telephone Number: (843) 768-9166

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

Caplea Coe Architects, Inc.
1643 Means Street
Charleston, SC 29412
Telephone Number: (843) 577-6073

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

Town of Kiawah Civic and Cultural Center
Kiawah, SC

The Construction Manager (if known):
(Name, legal status, address, and other information)

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.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

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.)

A new civic and cultural center wing to the existing Town Hall building ("Project"), creating a dedicated space for cultural events, performing arts programs, and community gatherings. This expansion is intended to address the current lack of accessible, quality venues for such activities for residents and visitors, while also relieving space constraints within existing Town Hall facilities. The general scope includes but is not limited to the following:

1. Auditorium Approximately 250-300 seats (with raked elevation if site conditions allow).
2. Multipurpose Community Room(s) Community meeting room space with sink and catering staging. It is anticipated the space shall accommodate 40-60 seats with an operable partition to subdivide the space into two rooms each able to accommodate between 16-20 seats
3. Foyer/Lobby
4. Loading dock with ability to load directly onto the stage.
5. All utilities (plumbing, mechanical, electrical, fire, security)
6. Geotechnical engineering and subsurface investigation
7. Parking/Site Plan

§ 1.1.2 The Project's physical characteristics:

AIA Document B133 – 2019. Copyright © 2014, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:39:08 ET on 11/13/2025 under Order No.4104245517 which expires on 12/31/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1836470593)

(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.)

The overall size of the wing addition, including all interior elements, is anticipated to be approximately 12,000sf.

§ 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.)

Nine Million Five Hundred Fifty Thousand Dollars (\$9,550,000.00). The Total Project Budget, which includes fees, FFE, etc. is anticipated to be Twelve Million Dollars (\$12,000,000.00).

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

.1 Design phase milestone dates, if any:

Bid Documents complete by Fall 2026

Design Phase 1: Schematic Design as set forth in the contract documents.

Schematic Design phase shall begin upon execution of this Agreement. No further design phases shall occur until after a Notice to Proceed is issued.

Design Phase 2: Design Development. Will not commence until Notice to Proceed is received from Owner.

.2 Construction commencement date:

Q1 2027

.3 Substantial Completion date or date(s):

(Paragraphs deleted) Q2 2028, Building 'Acoustic Tuning' Q3 2028

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

☒ AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

☐ AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

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

The Design Team will incorporate sustainable design principles, but formal certification is not required

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this

AIA Document B133 – 2019. Copyright © 2014, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:39:08 ET on 11/13/2025 under Order No.4104245517 which expires on 12/31/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1836470593)

Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Stephanie Tillerson, Town Administrator
4475 Betsy Kerrison Pkwy, Kiawah Island, SC 29455
Telephone Number: (843) 768-9166

§ 1.1.9 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.)

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

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)
(Paragraphs deleted)
Anticipated date is sixty (60) days from execution.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Steven H. Coe, AIA, LEED BD+C
1643 Means Street
Charleston, SC 29412
(843) 577-6073
scoe@capleacoe.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Associate Architect:
H3
104 5th Avenue
6th Floor
New York, NY 10011
John Fontillas, AIA, LEED AP
(212) 677-6030 x2303
jfontillas@h3hc.com
- .2 Structural Engineer:
ADC Engineering, Inc.
1226 Yeamans Hall Road
Hanahan, SC 29410
Chris Gilger, PE
(843) 735-5178

- .3 MEP and Fire Protection Engineer:
RMF Engineering, Inc.
194 Seven Farms Drive
Suite G
Charleston, SC 29492
Don Zimmerman, PE
(843) 971-9639
don.zimmerman@rmf.com

§ 1.1.12.2 Consultants retained under Supplemental Services:

- .1 Civil Engineer & Landscape Architect
ADC Engineering, Inc.
1226 Yeamans Hall Road
Hanahan, SC 29410
Jeff Webb, PE
(843) 735-5178
jeffw@adcengineering.com
- .2 Geotechnical Engineer:
Certa/ Insight Group
3359 Meeting Street
Suite 101
North Charleston, SC 29405
Matt Silveston, PE
(843) 779-9824
matt.silveston@insightgroup.com
- .3 Mechanical, Electrical, Plumbing, and Fire Protection Engineer:
Davis and Floyd
1940 Algonquin Road
Suite 301
Charleston, SC 29405
Brent Robertson, PE, LEED AP
(843) 519-1050
broberts@davisfloyd.com
- .4 Theatre Consultant:
Theatre Consultants Collaborative
6600 Manor Hill Court
Chapel Hill, NC 27516
Robert Long, FASTC
(919) 636-4529
rlong@theatrecc.com
- .5 Acoustic and Audio-Visual Consultant:
Threshold, LLC
The Board of Trade Building
141 West Jackson Boulevard
Suite 2080
Chicago, IL 60604
Carl P. Giegold, FAIA, LEED AP
(312) 386-1400

cpgiegold@threshold.llc

- .6 Cost Estimator:
Aiken Cost Consultants, Inc.
19 West Stone Avenue
Greenville, SC 29609
Billy Evett, CEP, President
(864) 232-9342
billy@aikencost.com
- .7 Arborist:
Arbor Care
PO Box 1510
Johns Island, SC 29457
Danny Milleman, Certified Arborist
(843) 768-7229
danny.arborcare@gmail.com
- .8 Low Voltage Design Services:
Wired Engineering Services
4327 South Highway 27 Unit 548
Clermont, FL 34711
Marwan F. Rashid, CTS, Managing Partner
(407) 716-9711
marwan.rashid@wired.engineering
- .9 Commissioning Agent:
Whole Building Systems
PO Box 1845
Mt. Pleasant, SC 29465
Joel McKellar, LFA, CBCP, LEED AP
(843) 259-1303
jmckellar@wholebuildingsystems.com

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

See Article 11.3 regarding Off-Site Utilities

§ 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 written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model 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.

§ 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 provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

§ 2.5 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.

§ 2.6 **Insurance.** 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.

§ 2.6.1 Commercial General Liability with policy limits of not less than **Three Million Dollars (\$3,000,000.00)** for each occurrence and **Five Million Dollars (\$5,000,000.00)** in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **One Million Dollars (\$1,000,000.00)** per accident 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.

§ 2.6.3 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 2.6.1 and 2.6.2, 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.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than **One Million Dollars (\$1,000,000.00)** each accident, **One Million Dollars (\$1,000,000.00)** each employee, and **Two Million Dollars (\$2,000,000.00)** policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than **One Million Dollars (\$1,000,000.00)** per claim and **Two Million Dollars (\$2,000,000.00)** in the aggregate.

§ 2.6.7 **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.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 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, the Construction Manager, 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, the Construction Manager, 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 Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the 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 Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, 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.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 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.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, 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.

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

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

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

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, 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.

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

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

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and 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.

§ 3.3.5.1 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.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager 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.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 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 Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and 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.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 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 Construction Manager's review and 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 Construction Manager 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.

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

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 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 Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager 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. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager 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, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be

responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract 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 Construction Manager or of any other persons or entities performing portions of the Work.

§ 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, 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, and to determine, in general, if the Work observed 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 Construction Manager, 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 Construction Manager, 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 Construction Manager. 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 Construction Manager, 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 Construction Manager 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 Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager 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 Construction Manager'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 Construction Manager 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 Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager 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 Construction Manager'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 Construction Manager'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 Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, 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 Construction Manager 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 Construction Manager'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 Construction Manager 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;
- .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 Construction Manager; 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 (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager 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 Construction Manager, 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 Construction Manager: (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 Construction Manager 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.

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 (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	Architect
§ 4.1.1.2 Program Verification	Architect
§ 4.1.1.3 Multiple Preliminary Designs	
§ 4.1.1.4 Measured drawings	
§ 4.1.1.5 Existing facilities surveys	
§ 4.1.1.6 Site evaluation and planning	Architect
§ 4.1.1.7 Building Information Model management responsibilities	
§ 4.1.1.8 Development of Building Information Models for post construction use	
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect (normal & customary)
§ 4.1.1.12 Value analysis	
§ 4.1.1.13 Cost estimating	Architect (reconciliation)/CM GMP
§ 4.1.1.14 On-site project representation	
§ 4.1.1.15 Conformed documents for construction	
§ 4.1.1.16 As-designed record drawings	
§ 4.1.1.17 As-constructed record drawings	Architect – from Contractor As-builts
§ 4.1.1.18 Post-occupancy evaluation	
§ 4.1.1.19 Facility support services	
§ 4.1.1.20 Tenant-related services	
§ 4.1.1.21 Architect's coordination of the Owner's consultants	
§ 4.1.1.22 Telecommunications/data design	Architect (pathways for owner's vendor)
§ 4.1.1.23 Security evaluation and planning	
§ 4.1.1.24 Commissioning	Architect
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.26 Historic preservation	
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28 Other services provided by specialty Consultants	
§ 4.1.1.29 Other Supplemental Services	Architect
§ 4.1.1.30 Site Testing and Inspections	Owner

§ 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.)

4.1.1.1 Assistance with Selection of Construction Manager

The architect will develop the RFQ(s) and coordinate CmaR interviews.

4.1.1.2 Program Verification

The architect will conduct a "program verification kick off meeting" at the outset of design phases to determine final architectural program requirements. The conceptual program from the initial RFQ and program for CCA's conceptual design will be used as the initial basis of design but will be refined to meet budget requirements.

4.1.1.6 Site evaluation and planning

The A-E will update the conceptual plan as needed based on additional program verification and "right-sizing" to align with owner's budget and size requirements.

4.1.1.9 Civil engineering

Normal and customary civil engineering services. See ADC Civil Engineering Proposal

4.1.1.10 Landscape design

Normal and customary landscape design services. See ADC Landscape Design Proposal

4.1.1.11 Architectural interior design

The architect will provide design and finish selections including specialty graphics and "themed" interior as possible within the owner's budget

4.1.1.13 Cost estimating

The architect's cost consultant will provide cost estimates and reconciliation with CmaA estimates. See Aiken Cost Consultants proposal

4.1.1.17 As-constructed record drawings

The A/E shall prepare electronic record drawings from the contractor's markups

4.1.1.22 Telecommunications/data design

See Wired Engineering's proposal

4.1.1.24 Commissioning

See Whole Building System's proposal

4.1.1.27 Furniture, furnishings, and equipment design (FFE)

Assist the owner in selecting and procurement of FFE. The contractor shall procure and install FFE under their scope. The architect will provide furniture selection for the owner's review and approval

4.1.1.29 Other Supplemental Services

Survey: The Architect shall provide the services of a licensed surveyor to include topographical and tree survey.

Geotechnical Exploration: The Architect shall provide the services of a geotechnical engineer to provide soil boring report and Site-Specific Seismic Response (SSSR) report.

Acoustics: Based on appropriate design criteria for the project, provide recommendations and design input for room acoustics, sound isolation and building systems (MEP) noise and vibration control into the drawings and specifications of other members of the design team. The design intent is for non-amplified acoustics (natural performance) for a majority of the facility's events to achieve Noise Criterion (NC) 20 to 25, while preserving flexibility to accommodate amplified events as needed. Acoustics scope includes progress reviews throughout the design phases to coordinate Owner input. In the construction administration phase, Acoustics will review pertinent shop drawings and conduct visits to the site to ascertain compliance with acoustic requirements specified in the contract documents.

AV Systems: Based on a thorough understanding of the systems requirements for the project, AV will design complete and functional systems and prepare drawings and specifications suitable for bidding by specialty contractors. The Design Team will identify work associated with the systems that is to be installed by the project electrical contractor (AC power, conduit, raceways, and back boxes) and furnish this information to the project electrical engineer for inclusion in the electrical drawings and specifications. In the construction administration phase, we will review pertinent shop drawings and conduct visits to the site to ascertain compliance with requirements specified in the audio/video contract documents.

Theater Consulting: The theater consultant will provide services in the following areas: stage and auditorium design, seating layouts and sightlines, backstage and public space planning, theatrical technical infrastructure, theatrical and house lighting control systems, theatrical lighting instruments and accessories, stage work light systems, stage rigging and

drapery, speaker cluster rigging, stage machinery, variable acoustic element rigging and machinery, seating systems including wagons, telescopic and platform systems. Throughout all project phases, we will review the work of others in connection with theatrical systems and ensure appropriate functional efficiency, stage planning, and accommodations for performance equipment. We will assist in the evaluation of building cost exercises and participate in value engineering exercises

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

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

4.1.1.30 Stormwater Pollution Protection Plan (SWPPP) weekly inspections, Chapter 1 and Chapter 17 Special Inspections.

§ 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 E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, 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 recommendations given by the Construction Manager or the Owner, 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 bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 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;
- .5 Services necessitated by decisions of the Owner or Construction Manager 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;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .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;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;

- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 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 Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager'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
- .5 Evaluating substitutions proposed by the Owner or Construction Manager 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 Construction Manager
- .2 **Thirty-Six (36)** visits to the site by any member of the Design Team during construction.
- .3 **One (1)** inspections 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)** inspections 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 date of Substantial Completion of the Work 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 completed within **Thirty-Six (36)** 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 retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 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 and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 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.

§ 5.5 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.

§ 5.6 Unless addressed separately in the Contract Documents, 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.

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

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 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.

§ 5.10 Unless addressed separately in the Contract Documents, 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.

§ 5.11 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.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager 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.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager 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 Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

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

§ 5.16 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 the Construction Manager's 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 compensation of the Construction Manager for Preconstruction Phase services; 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 the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, 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.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget

for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

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 Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate 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.

§ 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.

§ 7.5 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 10 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 Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the

Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 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.

§ 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.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. 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
(Paragraphs deleted)

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, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. 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).

§ 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:

None

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

None

§ 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 place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 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, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 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 shall 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.

§ 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, 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, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. 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, 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)

Six Hundred Twenty Thousand Seven Hundred Fifty Dollars and 00/100 (\$620,750.00).
(see Article 12). Plus, Supplemental, Additional, and Reimbursable Allowance Fees.

.2 Percentage Basis
(Insert percentage value)

() % 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)

§ 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.)

Five Hundred Forty-Three Thousand Five Hundred Seventy-Four Dollars and 00/100 (\$543,574.00)

§ 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.)

Alternate for Off-site Utilities Due Diligence Based on current unknown resolution to off-site utility connection, Caplea Coe recommends an initial "Due Diligence" phase to include meetings with TOKI, KIU, SIU to explore options for off-site sewer. We have contacted Davis & Floyd Engineers to obtain a fee for this service and are including an "Alternate" to the total fee. If the TOKI decides to handle the off-site sewer separately this fee will not be charged. At the conclusion of this phase if it is determined the off-site design scope is to be completed under Caplea Coe's agreement with the Town an amendment can be issued.

Due Diligence Off Site Utility Investigation Fee = \$30,000.00 to \$50,000.00 pending receipt of as-built documentation from The Town of Kiawah Island and the amount of surveying required. See Davis & Floyd email attached hereto.

Other Additional Services that may arise during the project will be negotiated at the time the additional service is determined to be required.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus **Ten percent (10 %)**, 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:

Schematic Design Phase	percent (	15	%)
Design Development Phase	percent (	20	%)
Construction Documents Phase	percent (	40	%)
Bidding	(	5	%)
Construction Phase	percent (	18	%)
Closeout	(	2	%)
Total Basic Compensation	one hundred percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 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 Standard Hourly Rate Tables attached
(Table deleted)

§ 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 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. Total Reimbursable Allowances are estimated to be:

Ninety-Two Thousand Thirty-Three Dollars and 00/100. (92,033.00)

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.6 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 2.6, and for which the Owner shall reimburse the Architect.)

Additional costs to be determined

§ 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 % 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.)

Based on current unknown resolution to off-site utility connection, Caplea Coe recommends an initial "Due Diligence" phase to include meetings with TOKI, KIU, SIU to explore options for off-site sewer. Caplea Coe Architects has contacted Davis & Floyd Engineers to obtain a fee for this service and are including an "Alternate" to the total fee. If the TOKI decides to handle the off-site sewer separately this fee will not be charged. At the conclusion of this phase if it is

determined, the off-site design scope is to be completed under Caplea Coe's agreement with the Town an amendment can be issued for full design services for off-site utilities.

The lump sum Basic Services fee is based on 6.5% of the Total Cost of Construction, which for initial project purposes is assumed to be \$9,550,000.00 based on Total Project Cost of \$12,000,000.00. It is understood that if the Total Cost of Construction increases by more than 10% the Architect's Basic Services Fee will be renegotiated to accommodate for the increased construction cost.

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 B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 Building Information Modeling Exhibit, if completed:
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)
 - ☐ AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 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.)
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Attachment "A": CCA Fee Proposal, Revised 11.10.2025, 34 pages.

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

OWNER (Signature)

Bradely D. Belt, Mayor
(Printed name and title)

ARCHITECT (Signature)

Steven H. Coe, AIA, LEED BD+C, President
(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Steven H. Coe, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:39:08 ET on 11/13/2025 under Order No. 4104245517 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

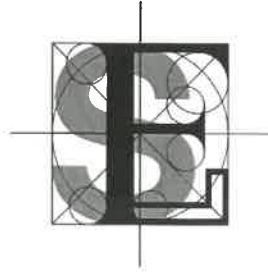
(Signed)

(Title)

(Dated)

FEE SCHEDULE EXHIBIT -KIAWAH CIVIC/CULTURAL CENTER					
				Total Project Budget	\$ 12,000,000.00
Estimated Total Construction Budget (TCB) For Analytical Purposes					\$9,550,000
BASIC SERVICES ARCHITECTURAL & ENGINEERING SERVICES					
DISCIPLINE / PHASE	CCA Architects	H3 Architects	MEP Engineering RMF	Structural Engineering ADC	Total
SDs	\$24,008.70	\$36,013.05	\$22,347.00	\$10,743.75	\$93,112.50
DDs	\$40,014.50	\$40,014.50	\$29,796.00	\$14,325.00	\$124,150.00
CDs	\$96,034.80	\$64,023.20	\$59,592.00	\$28,650.00	\$248,300.00
bidding	\$12,004.35	\$8,002.90	\$7,449.00	\$3,581.25	\$31,037.50
CA/Closeout	\$58,821.32	\$21,207.69	\$29,796.00	\$14,325.00	\$124,150.00
	\$230,883.67	\$169,261.34	\$148,980.00	\$71,625.00	\$620,750.00
Total Base Building Design Fees					\$620,750.00
SUPPLEMENTAL SERVICES					
Assistance with CMaR Selection including developing RFQ, coordinating interviews, etc.: estimated 16 hours CCA time					\$3,600.00
Survey, tree and topographic survey (Forsberg Engineering & Surveying)					\$26,901.00
Lowcountry Locating Services					\$4,427.50
ENVIRONMENTAL (Newkirk Environmental)					not included. Previous ESA provided
Wetland Delineation, Agency Submittal Packages, Jurisdictional Determination Agency Coordination (Newkirk)					\$3,800.00 1.10 \$4,180.00
Geotechnical Engineering including SSRA and infiltration					\$11,000.00 1.10 \$12,100.00
TRAFFIC ENGINEERING/Study					not anticipated to be req'd
CIVIL ENGINEERING AND LANDSCAPE ARCHITECTURE (ADC Civil)					
Civil Design & CA (on-site utilities. See note 7 for off-site sewer)					\$95,150.00 1.05 \$99,907.50
Landscape Design & CA					\$35,205.00 1.10 \$38,725.50
NPDES (SWPPP) Inspection & Reporting - SWPPP weekly inspections					by owner
NPDES Notice Of Termination (NOT) Closeout					\$0.00
THIRD PARTY INDEPENDENT COST ESTIMATE (ACC)					
SD, DD and CD Estimates					\$12,810.00 1.10 \$14,091.00
CMaR Reconciliation (if required)					\$2,940.00 1.10 \$3,234.00
Arborist (Arborcare)					\$1,500.00
SECURITY/ACCESS CONTROL (RMF to Coord conduit & pathways w Owner Vendor)					included in Basic Services
Threshold Acoustics					
Acoustics					\$105,500.00 1.05 \$110,775.00
Audio/Video					\$52,800.00 1.05 \$55,440.00
Low Voltage Telecomm (Wired Engineering)					\$7,500.00 1.10 \$8,250.00
Theatre Consultants Collaborative					\$117,850.00 1.05 \$123,742.50
Interior Furnishings design/coordination, owner presentations, bidding/procurement assistance (Caplea Coe Architects)					\$5,000.00
COMMISSIONING MEP SYSTEMS (By WBS,Inc. with RMF support)					\$31,700.00
Total					\$543,574.00
REIMBURSABLE ALLOWANCES & UNIT PRICES					
PROJECT RELATED EXPENSES / ALLOWANCES					
Printing & Reprographics					\$1,500.00
Travel (Entire Project), Hotel, out of state meals, car rental					\$35,000.00
Postage & Shipping					\$1,500.00
Building Department Plan Review Fees Allowance					\$30,033.00
Additional CA Allowance					\$24,000.00
Tap and Impact Fees					not included, by Owner
Chapter 1 and Chapter 17 3rd Party Inspection Fees					not included, by Owner
Total Estimated Reimbursable Expenses (allowance)					\$92,033.00
BASIC SERVICES			6.50% of Estimated Construction Cost		\$620,750.00
SUPPLEMENTAL DESIGN SERVICES			5.69% of Estimated Construction Cost		\$543,574.00
TOTAL REIMBURSABLE ALLOWANCES			0.96% of Estimated Construction Cost		\$92,033.00
TOTAL FEE (ALL PHASES), INCLUDING REIMBURSABLE ALLOWANCE					\$1,256,357.00
ADDITIONAL FEE: ALTERNATE OFF-SITE UTILITIES DUE DILLIGENCE PHASE					\$30,000.00-50,000.00

NOTES	
1. The fees are based on Total Project Budget (TPB) as presented from the Owner during initial project discussions. The TPB includes all costs including construction of the building, on-site civil, landscaping, plus soft costs (FFE, design fees, etc.). The Architect will endeavor to meet the Owner's programmatic and design requirements to design a project that does not exceed the Total Project Budget. For initial contract purposes the design fee is based on a Total Construction Cost (TCC). If during the course of design the Owner increases the TPB (building and on-site improvements) by more than 10% the Architect and Owner will discuss an equitable adjustment to the design fee. See note 7 for "off-site" utility costs.	
2. CA Basic Services Fee is based on 18 months construction duration. The CA allowance is reserved for additional CA time/effort as needed over and above the Basic Services Fee. The Basic Services fee for CA is determined based on 2 site visits per month and estimated average of 4 hours per week of Office CA by Caplea Coe Architects. Monthly invoicing will be based on the total CA fee / 18. If any given month the actual time exceeds the estimated 4 hours/week the overage will be invoiced against the allowance on an hourly basis. If the allowance is not used the Owner will not be charged.	
3. Plan review fee = 50% building permit fee per Town of Kiawah Bldg Dept. Based on \$9.55M construction cost. If cost increases the fee will increase proportionally.	
4. Allowance will be invoiced based on actual costs x 10%. Any unused allowance fee will not be charged to the Owner.	
5. Includes initial site visit, recommendations, clearances, etc. Includes additional \$ for formal written assessment/consulting. Does not include any treatment or pruning.	
6. Owner's security vendor to pull cable and set devices. The vendor shall provide a proposal to the Town of Kiawah. Their installation and equipment costs are not included.	
7. The fee is limited to "on-site civil and utility design". At this time a final decision on off-site utility (sewer) connection is not known. TOKI, KIU and SIU will need to have a discussion regarding how sewer connection to be provided and how the design/permitting/funding of the off-site will be handled. SIU's initial comments are to connect to the sewer at Freshfields Village rather than the force main that runs along Betsy Kerrison Pkwy. This will require approximately 1,300 lf of piping and several underground bores. This will also require an investigation on permitting requirements. The Town of Kiawah may decide to incorporate off-site sewer design/permitting into Caplea Coe Architect's scope of work, or the Town may procure design services for off-site sewer under a separate agreement as a separate project from the Civic and Cultural Center Addition. Initial estimates of total design and construction costs for the off-site sewer connection are +/- \$1M.	
8. Based on current unknown resolution to off-site utility connection, Caplea Coe recommends an initial "Due Diligence" phase to include meetings with TOKI, KIU, SIU to explore options for off-site sewer. CCA contacted Davis & Floyd Engineers to obtain a fee for this service and are including an "Alternate" to the total fee. If the TOKI decides to handle the off-site sewer separately this fee will not be charged. At the conclusion of this phase if it is determined the off-site design scope is to be completed under Caplea Coe's agreement with the Town an amendment can be issued.	



**FORSBERG
ENGINEERING
& SURVEYING
INCORPORATED**

October 27^h, 2025

Brady Levesque
ADC Engineering
BradyL@ADCEngineering.com

RE: Kiawah Cultural Center (+/-21 acres)
ADC Project No. 25373

Mr. Levesque,

Forsberg Engineering & Surveying is pleased to offer our services for the project referenced above. We propose to do a boundary and topographic survey of the parcel and adjacent right-of-way. The Survey will include all Items referenced in the ADC Survey Checklist provided. The survey will be submitted to DHEC/OCRM for critical line verification. Our fee for this service:

Forsberg Engineering: \$25,620.00
Lowcountry Locating: \$4,025.00
TOTAL: \$29,645.00

Currently our schedule is such that we can begin work within 2 weeks of Notice to Proceed.

It is our policy to bill monthly for services rendered. Invoices are due at billing and considered past due at 30 days. Past due accounts are billed with a late fee payment of 1.5% monthly. We reserve the right to cease work on any project that has invoices of 60 days past due. Should this proposal be acceptable to you please return a signed copy to this office as our Notice to Proceed.

Sincerely,

Lewis Moore, PLS
Forsberg Engineering & Surveying, Inc.

PROPOSAL ACCEPTED

By _____

Date _____



October 21, 2025

Mr. Jeff Webb
ADC Engineering
1226 Yeamans Hall Road
Hanahan, SC 29410

**Re: Kiawah Town Hall
Charleston County, South Carolina**

Dear Mr. Webb:

Newkirk Environmental, Inc. appreciates the opportunity to submit this proposal to provide environmental consulting services associated with the referenced tract. Specifically, the following tasks are proposed:

Task One - Wetland Delineation

Newkirk Environmental, Inc. proposes to complete a comprehensive delineation and determination of freshwater and saltwater wetlands and other waterbodies within the referenced tract. This task will include the identification and field demarcation of all wetlands and coordination with survey crews to complete a field survey of the identified wetlands.

Newkirk Environmental, Inc. proposes to complete the work described in task one for a flat fee as outlined below in the terms and conditions.

Task Two – Agencies Submittal Packages

If necessary, Newkirk Environmental, Inc. will prepare and submit a request for jurisdictional determination which will include, aerial photography depicting approximate wetland locations, USGS topographic maps, soil maps and data sheets representing typical site conditions to the US Army Corps of Engineers and the Bureau of Coastal Management.

Newkirk Environmental, Inc. proposes to complete the work described in task two for a flat fee as outlined below in the terms and conditions.

Task Three – Jurisdictional Determination Agency Coordination

Newkirk Environmental, Inc. will coordinate the jurisdictional determination with the agencies throughout the review process to an initial conclusion. This will include one site visit with the agency to complete their review. Should revisions to the delineation be required or additional agency site visits are necessary any additional work will be addressed as a time and expense fee.

Newkirk Environmental, Inc. proposes to complete the work described in task three on a time and expense as outlined below in the terms and conditions.

TERMS AND CONDITIONS

Newkirk Environmental Inc.'s standard rates of charge are currently:

Senior Consultant	-	\$220.00 per hour
Project Manager	-	\$185.00 per hour
Senior Biologist	-	\$145.00 per hour
Field Biologist	-	\$135.00 per hour
Administrative Assistant	-	\$60.00 per hour

Please note, this proposal does **not** include any costs incurred for engineering or surveying services that may be necessary. All other costs (printing, mileage, expenses, postage and telephone) related to completion of this work will be billed to the client at cost in addition to the noted hourly rates or lump sum fees. An administrative and supply fee of three (3%) will be billed against hourly or lump sum fees.

FEE SCHEDULE

TASK	FEE OR ESTIMATE
1 – Wetland Delineation	\$1,800.00
2 – Agencies Submittal Packages	\$1,000.00
3 – Jurisdictional Determination Agency Coordination	*\$1,000.00
SUBTOTAL	*\$3,800.00
Field Supplies, Direct Expense, Mileage etc.	*\$130.00
Administration Fee (3%)	*\$114.00
TOTAL ESTIMATE OF FEES	*\$4,044.00

*Fees indicated by an asterisk are estimates. Actual charges will be based on time and material expenses.

Newkirk Environmental, Inc. will execute the above-described tasks in a professional and timely manner. In turn, Newkirk Environmental, Inc. expects payment to be made as follows:

Monthly invoices will be forwarded and considered due upon receipt. Payment will be considered overdue after thirty (30) days from the date of the invoice and 1.5% interest per month is automatically added. If this payment arrangement is not adhered to, all work will cease until payment is received.

Either the CLIENT or Newkirk Environmental, Inc. may terminate this Agreement at any time with or without cause upon giving the other party three (3) calendar days prior written notice. The CLIENT shall within ten (10) calendar days of termination pay Newkirk Environmental, Inc. for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract. Newkirk Environmental, Inc. does not guarantee the issuance of any permit or approval.

Page 3
Mr. Webb
October 21, 2025

Any work performed by Newkirk Environmental, Inc. in representing you in any appeal process concerning the above-mentioned approval, whether administrative or judicial, shall be billed at one and one-half times Newkirk Environmental, Inc.'s afore-mentioned rates of charge.

Sincerely,



M. Derrick Myers, Project Manager
Charleston Office

The prices, specifications, and conditions of this proposal are satisfactory and are hereby accepted. The undersigned is the owner or has permission from the owner to authorize Newkirk Environmental, Inc., to complete the work specified in this proposal and has the necessary authority to grant Newkirk Environmental, Inc., access to the subject property to complete any and all studies or investigations and make any necessary submittals or applications to complete this work. Please sign this original agreement and return to Newkirk Environmental, Inc., as an act of acceptance and notification for Newkirk Environmental, Inc., to begin work. Payment will be made as outlined above.

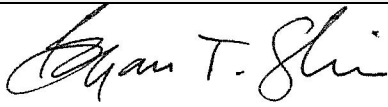
DATE: _____

ACCEPTED BY: _____

PROPOSAL FOR PROFESSIONAL SERVICES



Client	Caplea Coe Architects, Inc 1643 Means St Charleston, SC 29412	Engineer	Insight Group, LLC 3359 Meeting Street, Suite 101 North Charleston, SC 29405
Contact	Steve Coe M: 843.412.3093 SCoe@capleacoe.com	Contact	Bryan Shiver M: 843.670.5602 bryan.shiver@insightgrp.com
Project	Kiawah Civic & Cultural Center		
Insight No.	09-250559-P		
Date	November 6, 2025		

Lump Sum Fee¹		\$11,000.00	
Submitted By:	Bryan Shiver Insight Group, LLC dba Cerrterra Insight Group		Date: 11/6/25
Authorized By:	Steve Coe Caplea Coe Architects, Inc		Date:

1. See full details in sections below.

By signing above, you hereby authorize Insight Group, LLC dba Cerrterra Insight Group ("CERTERRA") to proceed with services outlined in this proposal or requested by you and agree that all services and anything arising out of or in any way related to this proposal will be governed by CERTERRA's General Conditions which are attached hereto and are incorporated herein by reference. This authorization to proceed constitutes an agreement between you and CERTERRA and is made in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. If you have any questions regarding this proposal, please contact Insight Group.

1 PROJECT DESCRIPTION

A new civic center and cultural buildings is being proposed behind the existing Kiawah Island Town Hall. A previous geotechnical report has been provided that was authored by Bryan Shiver, P.E. The soundings are indicated along with the existing and proposed building footprints are presented in Figure 1. At the time of this proposal, structural loads and grading plans are not available. Based on the Figure, it appears that no clearing will be needed to access the footprint with our CPT rig.

Client	Caplea Coe Architects, Inc	Engineer	Insight Group, LLC
Project	Kiawah Civic & Cultural Center	Insight No.	09-250559-P
Date	November 6, 2025		



Figure 1. Site Plan with previous CPT soundings shown.

2 SCOPE OF WORK

2.1 Overview

Insight Group will perform the following tasks for the project:

- Geotechnical investigation, including fieldwork, analysis, and reporting

2.2 Geotechnical Fieldwork

Insight Group will perform the following fieldwork for the project.

Test Type	Number of Tests	Test Depth (ft)	Location
Cone Penetration Test (CPT)	2	60	Building
Seismic Cone Penetration Test (SCPT)	1	30	Building
Hand Auger Borings	4	4	Paved areas

PROPOSAL FOR PROFESSIONAL SERVICES



Client	Caplea Coe Architects, Inc	Engineer	Insight Group, LLC
Project	Kiawah Civic & Cultural Center	Insight No.	09-250559-P
Date	November 6, 2025		

Infiltration Testing	1	4	Detention Pond
----------------------	---	---	----------------

We will locate the soundings by field measurements with the assistance of hand-held GPS devices which are capable of locating the exploration points with an accuracy of ± 20 feet and local landmarks.

Prior to performing our fieldwork, we are required by South Carolina law to have utilities located by the South Carolina Palmetto Utility Protection Service (PUPS). Insight Group will initiate utility location services with PUPS. PUPS requires 72 hours to locate utilities. Insight Group will not perform fieldwork until a positive response is received from all utilities identified by PUPS for the site. Our budget does not include clearing, provisions for wet ground conditions, repair of landscape damage or location of underground utilities beyond contacting PUPS is required.

2.3 Geotechnical Analysis and Reporting

The available project information and our field data will be evaluated and analyzed by a South Carolina professional geotechnical engineer. The results of our evaluation and analysis will be compiled into a geotechnical engineering report that contains the following:

- Testing logs and location plan
- Groundwater levels observed during testing
- Infiltration Test results
- Description of subsurface conditions
- Foundation recommendations including:
 - Shallow foundation settlement and allowable bearing
- SSRA
- Ground improvement options, as needed
- Results of our Advanced Seismic Evaluation and Liquefaction Refinement Process, including recommended seismic site class, seismic design parameters, and estimated liquefaction hazard
- Recommendations for subgrade preparation/earthwork including:
 - Best practices for site grading
 - Specifications for fill and compaction
- Recommendations for pavement sections

3 SCHEDULE

Insight Group can provide the scope of work outlined in Section 2 according to the following schedule. The schedule depends on collaboration with project stakeholders, such as the architect and civil and structural engineers. We can adjust the schedule based on your specific project needs and can provide a specific schedule for the conducting of our services at the time of your issuance of notice to proceed.

Service	Description
Geotechnical Fieldwork, Analysis, and Reporting	3 weeks

PROPOSAL FOR PROFESSIONAL SERVICES



Client	Caplea Coe Architects, Inc	Engineer	Insight Group, LLC
Project	Kiawah Civic & Cultural Center	Insight No.	09-250559-P
Date	November 6, 2025		

4 COMPENSATION

Insight Group will provide the scope of work outlined in Section 2 for the following lump sum amounts. Invoices will be issued as each item is completed.

Service	Lump Sum Fee
Geotechnical Fieldwork, Analysis, and Reporting	\$11,000.00

5 TERMS AND CONDITIONS

AGREEMENT. This agreement is made by and between Insight Group, LLC dba Certerra Insight Group ("CERTERRA") and the party that accepted CERTERRA's proposal or requested that CERTERRA perform Services ("Client"). CERTERRA shall mean the aforementioned entity, any of its affiliates or subsidiaries to the extent same are performing any of the Services under this Agreement, and their respective engineers and employees. This "Agreement" includes CERTERRA's proposal and any exhibits or attachments noted in the proposal or incorporated by reference including but not limited to these General Conditions. Requesting Services from CERTERRA shall constitute acceptance of the terms of these General Conditions.

1. SCOPE OF SERVICES. Services means the service(s) performed by CERTERRA for Client or at Client's direction. CERTERRA's findings, opinions, and recommendations are based upon data and information obtained by and furnished to CERTERRA at the time of the Services. CERTERRA may rely upon information provided by the Client or third parties. Client may request additional work or changes beyond the scope of Services described in CERTERRA's Proposal. If any alteration or addition of Services are requested by the Client ("Additional Services"), CERTERRA may provide a proposal detailing the additional scope of work, time extension and associated fees for Client's review. Client shall provide written acceptance of such. CERTERRA shall not be obligated to perform the Additional Services, if Client does not follow these procedures, but instead directs, authorizes, or permits CERTERRA to perform the Additional Services without written acceptance. To the extent CERTERRA does perform the Additional Services without written acceptance, CERTERRA will be paid for this work according to its proposal for same or current fee schedule.

2. DELAYS. CERTERRA shall be entitled to an equitable adjustment to the project schedule and compensation to compensate CERTERRA for any increase in time or costs necessary to perform the Services under this Agreement due to any cause beyond CERTERRA's reasonable control. All promises related to the time of the Services are approximations by CERTERRA and are subject to the Client and contractor's schedules, weather conditions, travel conditions, disputes with workmen or parties, accidents, strikes, natural disasters, health emergencies, discovery of hazardous materials, differing or unforeseeable site conditions or project conditions, acts of governmental agencies or authorities, or other causes. In no event shall CERTERRA be responsible for any damage or expense due to delays from any cause, other than to the extent the damage or expense is directly caused by CERTERRA's own proven negligence after having been warned in writing by the Client of the damage or expense which may result from the delay.

3. CERTERRA RESPONSIBILITIES. Services performed by CERTERRA under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently providing the same or similar services under similar circumstances in the same locality and in accordance with applicable standards in effect at the time the Services are performed. CERTERRA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Testing or inspection Services may require the destruction of a sample or sample location. Client understands that, in the normal course of performing the Services, some damage may occur, and understands that CERTERRA is not responsible for the correction of any such damage or for replacing samples. Client acknowledges that opinions, data, interpretations and recommendations prepared by CERTERRA are based on limited data and recognizes that subsurface conditions or other actual conditions may vary from those encountered at the location where inspections, tests, borings, surveys, or explorations are made by CERTERRA and may vary from those depicted on logs of discrete borings, test pits, or other exploratory Services or from information provided to CERTERRA by Client. There is an inherent risk that samples or observations may not be representative of materials or locations not sampled or seen and that conditions may change over time. Variations between inspected or tested discrete locations may occur and the risk of such occurrence is understood and accepted by Client. Client is responsible for notifying the appropriate party or professional regarding the correction of any deviations or deficiencies noted by CERTERRA and CERTERRA accepts no liability in connection therewith. CERTERRA shall not be responsible for the interpretation by others of information developed by CERTERRA and makes no guarantee that CERTERRA's recommendations are properly implemented by any party. CERTERRA shall not be held liable for problems that may occur if CERTERRA's recommendations are not followed. To the fullest extent permitted by law, Client shall indemnify and hold harmless the Indemnitees (as defined below) from any and all Losses (as defined below) arising from or related to interpretations made by others.

PROPOSAL FOR PROFESSIONAL SERVICES



Client	Caplea Coe Architects, Inc	Engineer	Insight Group, LLC
Project	Kiawah Civic & Cultural Center	Insight No.	09-250559-P
Date	November 6, 2025		

4. SUBSURFACE EXPLORATIONS. Client understands CERTERRA's layout of boring and test locations is approximate and that CERTERRA may deviate a reasonable distance from those locations. Client acknowledges that it is impossible for CERTERRA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. There is a risk that drilling and sampling may result in contamination of certain subsurface areas. To the fullest extent permitted by law, Client waives any claim against, and agrees to defend, indemnify and save the Indemnitees harmless from any Losses which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate CERTERRA for any time spent and expenses incurred in defense of any such claim.

5. CLIENT PARTICIPATION. Client will make available to CERTERRA all information in its possession regarding existing and proposed conditions at the site, of which CERTERRA may rely on to perform its Services. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to CERTERRA any new information concerning site condition which becomes available, and any change in plans or specifications concerning the project. CERTERRA shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client, to the fullest extent permitted by law, shall indemnify the Indemnitees against any and all Losses arising out of, or contributed to, by such inaccurate information. In the event Client, the project owner, or other party makes any changes in the plans and specifications, Client agrees, to the fullest extent permitted by law, to indemnify and hold the Indemnitees harmless from any and all Losses arising out of such changes, and Client assumes full responsibility unless Client has given CERTERRA prior notice and has received CERTERRA's written consent for such changes. CERTERRA does not assume responsibility for any conditions at the Client's site(s) that may present a danger, either potential or real, to health, safety, or the environment. Client hereby agrees that it is the Client's responsibility to notify any and all appropriate federal, state, or local authorities, as required by law, of the existence of any such potential or real danger and otherwise to disclose to all appropriate or affected individuals or entities, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment. Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose.

6. THIRD PARTIES To the fullest extent permitted by law and to the extent not resulting from CERTERRA's proven negligence, Client agrees to defend, indemnify, and hold harmless CERTERRA and all of its agents, affiliates, subsidiaries, officers, directors, representatives, and employees and their successors (collectively the "Indemnitees") from any and all claims, losses, causes of action, demands, suits, losses, charges, liability, expenses, costs, defense costs, disbursements (including attorney fees and costs at trial and appeal), and/or allegations of responsibility ("Losses") by any and all third parties including but not limited to, contractors, subcontractors, agents, employees (including without limitation Client's employees), assignees transferees, successors, invitees, neighbors, and the public relating in any way to this Agreement, the Services, or the project. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and CERTERRA. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and CERTERRA that any such person or entity, other than Client or CERTERRA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary. Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by or of CERTERRA or an assignment to an affiliate or subsidiary of CERTERRA.

7. SAMPLE DISPOSAL. Samples are consumed in testing or disposed of upon completion of tests or upon report completion (unless stated otherwise in the Services). Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, Client shall be responsible for their proper transportation and disposal. CERTERRA may be able to arrange for the transportation and disposal of hazardous materials at Client's request. In no event shall CERTERRA be required to sign a hazardous waste manifest or take title to any hazardous materials. Contaminated samples delivered to or taken to CERTERRA's laboratory for testing shall remain the property of Client and Client is responsible for ultimate disposal of any samples which are found to be contaminated. On request, Client shall retrieve contaminated samples from CERTERRA's laboratory and dispose of them in an approved manner.

8. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS. Client shall furnish to CERTERRA all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials prior to commencement of the Services. Client warrants that it has made reasonable efforts to disclose known or suspected hazardous materials on or near the project site. Client agrees that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re-negotiation of the scope of CERTERRA's Services, time for completion, and compensation or termination of such Services or this Agreement. Client recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and agrees to compensate CERTERRA for measures that in CERTERRA's professional opinion are justified to preserve and protect the health and safety of site personnel and the public. Client agrees to compensate CERTERRA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by federal, state, and local regulations. Client also agrees to inform the project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of the agreement, to the fullest extent permitted by law, Client waives any claim against CERTERRA and agrees to defend, indemnify, and save the Indemnitees harmless from any and all Losses arising from the presence of hazardous materials on the project site.

9. SITE CONDITIONS. Client shall secure all necessary approvals, notices, permits, licenses, and consents from all owners, lessees, contractors, and other possessors of the project, necessary to commence and complete the Services, and will provide CERTERRA access to the project site for all equipment and personnel necessary for the performance of the Services. CERTERRA shall be allowed free access to the site. Client understands and agrees that

PROPOSAL FOR PROFESSIONAL SERVICES



Client	Caplea Coe Architects, Inc	Engineer	Insight Group, LLC
Project	Kiawah Civic & Cultural Center	Insight No.	09-250559-P
Date	November 6, 2025		

CERTERRA shall only be responsible for losses which directly result from CERTERRA's negligence. Client is responsible for the accuracy of locations for all subterranean structures and utilities. To the fullest extent permitted by law, Client waives any claim against CERTERRA, and agrees to defend, indemnify, and hold the Indemnitees harmless from any and all Losses arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate CERTERRA for any time spent or expenses incurred by CERTERRA in defense of any such claim.

10. ENVIRONMENTAL LIABILITY. Neither this Agreement nor the providing of Services will operate to make CERTERRA an owner, operator, generator, transporter, treater, storer, or arranger for disposal or treatment within the meaning of the Resource Conservation Recovery Act, Comprehensive Environmental Response Compensation and Liability Act, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. To the fullest extent permitted by law, Client will indemnify, defend and hold the Indemnitees harmless from and against any and all Losses arising or claimed to arise from violations by Client of any and all environmental laws, rules and regulations relating to the existence, generation, current or future ownership, storage, transport or disposal of pre-existing hazardous substances and wastes, but this indemnity shall not cover such loss, damage, cost or expense to the extent caused by CERTERRA's proven negligence in performing the Services under this Agreement. For purposes of this Agreement, a pre-existing hazardous substance is any hazardous substance or hazardous waste having been generated by Client or existing on Client's premises prior to the date of this Agreement.

11. OWNERSHIP AND LEGAL USE OF DOCUMENTS. All notes, data, reports, original final reproducible drawings, plans, specifications, calculations, and studies memoranda assembled or prepared by CERTERRA are instruments of service with respect to the subject project, and CERTERRA shall retain an ownership and property interest therein, whether or not the project is completed. The Client may make and retain copies for information and reference in connection with the subject project; however, such documents are not intended or represented to be suitable for re-use by the Client or others. Any modification, changes, or reuse without written verification or adaptation by CERTERRA for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to CERTERRA, and the Client, to the fullest extent permitted by law, agrees to indemnify and hold harmless the Indemnitees against any and all Losses whatsoever arising out of or resulting therefrom.

12. ALLOCATION OF RISK AND LIMITATION OF LIABILITY. The parties have evaluated the respective risks and remedies under this Agreement and agree to allocate the risks and restrict the remedies to reflect that evaluation. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Client agrees to restrict its remedies under this Agreement against CERTERRA, its parents, affiliates and subsidiaries ("CERTERRA Covered Parties"), so that the total aggregate liability of CERTERRA Covered Parties shall not exceed \$50,000 or the actual paid compensation for the Services performed by CERTERRA under this Agreement, whichever is greater. This restriction of remedies shall apply to any and all Losses of any nature arising from or related to this Agreement without regard to the legal theory under which such liability is imposed. Claims must be brought within one calendar year from performance of the Services.

13. LIABILITY FOR OTHERS. CERTERRA shall not be responsible for supervising, overseeing, or controlling the Client's contractors or for their means and methods, procedures, performance, or site safety. CERTERRA shall not be responsible for the acts or omissions of the Client, owner, architect, architect's other consultants, contractor, subcontractors, other third parties or their respective agents, employees, assigns, successors, or any other persons ("Others"). CERTERRA shall have no authority to control Others regarding their work or their safety practices. CERTERRA does not control or guarantee the work of Others. CERTERRA has no duty to inspect or correct health and safety deficiencies of Others. CERTERRA will not be responsible for the failure of Others to perform in accordance with their undertakings and the providing of CERTERRA's Services shall not relieve Others of their responsibilities to the Client or Others. CERTERRA reserves the right to report to the Client any unsafe conditions observed at the project without altering the foregoing.

14. CONSEQUENTIAL DAMAGES WAIVER. Notwithstanding anything to the contrary in this agreement and to the fullest extent permitted by law, Client and CERTERRA waive against each other any and all claims for or entitlement to special, incidental, indirect, consequential, delay, punitive, or similar losses or damages arising out of, resulting from, or in any way related to the project or this Agreement.

15. INSURANCE. CERTERRA will maintain the following insurance coverages and amounts: (1) Workers Compensation insurance as required by law, (2) Employer's Liability insurance with coverage of \$1,000,000 per each accident/employee, (3) Commercial General Liability insurance with coverage of \$1,000,000 per occurrence/aggregate, (4) Automobile Liability insurance with coverage of \$1,000,000 combined single limit, and (5) If CERTERRA is providing professional services, Professional Liability insurance with coverage of \$1,000,000 per claim/aggregate. Client shall name CERTERRA as additional insured on its Builder's Risk policy. Client shall require any general contractors working on the project site to include CERTERRA in any indemnity that the Client requires such contractors to provide to the Client and as an additional insured under any such contractor's general liability insurance policy. Client shall provide CERTERRA with a certificate of insurance evidencing the required insurance.

16. RESOLUTION OF DISPUTES. Client shall not be entitled to assert a Claim against CERTERRA based on any theory of professional negligence unless and until Client has obtained the written opinion from an independent and reputable Professional Engineer (P.E.), licensed architect (A.I.A.), or Registered Geologist (R.G.) that CERTERRA has violated the standard of care applicable to CERTERRA's performance of the Services. Such party shall be currently practicing in the same discipline as CERTERRA and be licensed in the state where the project is located. This written opinion shall specify the acts or omissions that the independent engineer, architect, or geologist contends are not in conformance with the standard of care for professional services performed by local consultants under similar circumstances; and state in detail the basis for their independent opinion that such acts or omissions do not conform to that standard of care. Client shall provide this opinion to CERTERRA and the parties shall endeavor to resolve the dispute within 30 days. This Agreement shall be governed by and construed in accordance with the laws of the state where the CERTERRA office originating the work or proposal is located. Exclusive of lien claims, any legal action or proceeding brought to enforce or otherwise arising out of or relating to this Agreement shall be brought

PROPOSAL FOR PROFESSIONAL SERVICES



Client	Caplea Coe Architects, Inc	Engineer	Insight Group, LLC
Project	Kiawah Civic & Cultural Center	Insight No.	09-250559-P
Date	November 6, 2025		

in the county where the CERTERRA office originating the work or proposal is located. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

17. COMPENSATION AND PAYMENT TERMS. Client agrees that an invoice amount is due when received unless otherwise agreed. A service charge of one and one-half percent (1-½%) per month (but not exceeding the maximum allowable by law) will be added to any account not paid within 30 days after the invoice date. In the event that any portion of the account remains unpaid 30 days after the invoice date, CERTERRA may immediately discontinue Services on any and all projects for Client, or withhold any final report or instrument of service, or demand prepayment of fees at CERTERRA's option. Client shall pay all costs incurred by CERTERRA in collecting any delinquent amount, including staff time, court costs and attorney fees. To the fullest extent permitted by law, failure to make payment within sixty (60) days of invoice shall constitute a release of CERTERRA from any and all claims which Client may have, either in tort or contract, and whether known or unknown at the time. Should Services based on a fee schedule be performed beyond the end of the calendar year, CERTERRA's current fee schedule shall apply unless otherwise negotiated in advance.

18. TERMINATION. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, CERTERRA will be paid for Services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and shall supersede other prior agreements and representations. No amendments to this Agreement shall be valid unless made in writing and signed by the parties. If Client uses its standard business forms, all pre-printed terms and conditions contained in or on such forms shall be deemed stricken and null and void. If the terms and conditions of this Agreement conflict with the terms and conditions of any other agreement or document this Agreement shall govern and control over any such conflict. The invalidity or unenforceability of any portion(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) hereof. Any invalid or unenforceable portion shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion held to be invalid or unenforceable. This Agreement may be executed in several counterparts, each of which shall be deemed an original having identical legal effect. The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. CERTERRA shall not be bound by any language incorporating by reference any contract or term of any contract unless the term or terms incorporated by reference are specifically furnished to CERTERRA and are expressly agreed to in a writing signed by CERTERRA.

October 22, 2025

Steve Coe
Caplea Coe Architects, Inc.
1643 Means Street
Charleston, SC 29412

subject: Professional Services Agreement
Civil Engineering and Landscape Architecture Services
Town of Kiawah Performing Arts Center
Town of Kiawah Island, SC – Charleston County
ADC Project No. 25373

Dear Steve,

ADC Engineering, Inc. appreciates the opportunity to submit this proposal for your consideration. Our understanding of the scope of services and proposed fee are as follows:

SCOPE

Civil Engineering and Landscape Architecture services associated with a new Performing Arts Center located at the TOKI Town Hall site. Anticipated site improvements are grading, drainage, and utilities to serve the new facility. Additional parking and driveways are anticipated. A new sewer lift station and force main connection to the existing system on Betsy Kerrison Road are anticipated and included in this effort.

COMPENSATION:

A summary of our fees is provided below. Refer to the enclosed Fee Spreadsheet for detailed description of our services and deliverables.

CIVIL ENGINEERING

Schematic Design.....	\$10,940
Design Development	\$23,640
Construction Documents	\$30,730
Permitting/Approvals.....	\$5,040
Bidding Support.....	\$1,270
<u>Construction Administration.....</u>	<u>\$23,530</u>
SUBTOTAL	\$95,150

LANDSCAPE ARCHITECTURE

Schematic Design.....	\$4,120
Design Development	\$9,800
Construction Documents	\$13,180
Permitting/Approvals.....	\$1,060
<u>Construction Administration.....</u>	<u>\$7,045</u>
SUBTOTAL	\$35,205

GRAND TOTAL	\$130,355
--------------------------	------------------



EXPENSES

The compensation for Reimbursable Expenses shall be the expense incurred plus ten percent (10%) of the expense. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by ADC personnel directly related to the Project, as follows:

- Printing, reproductions, plots, standard form documents;
- Postage, handling and delivery;
- Fees paid for securing approval of authorities having jurisdiction over the Project;
- Transportation and authorized out-of-town travel and subsistence;
- Other similar Project-related expenditures.

Costs such as permit / approval fees, tap and impact fees are **not** included in this estimate and are to be paid by the Owner.

If acceptable, please sign where indicated below and return a copy to our office. Your signature will serve as our Notice to Proceed.

If you have any questions or need additional information, do not hesitate to contact me.

Sincerely,

ADC Engineering, Inc.



**Jeff Webb, P.E.
Civil Project Manager**

enclosures:

- Exhibit A: ADC Engineering, Inc. – Terms & Conditions
- Exhibit B: ADC Fee Proposal, dated 10/22/2025

ACCEPTANCE:

To document your acceptance of this Agreement, including the enclosed Terms and Conditions, and any exhibits, please sign where indicated and return to our office.

Authorized Signature:	Caplea Coe Architects
<i>You are hereby authorized to furnish all work set forth in this Agreement for which I/we agree to pay all compensation set forth herein. I/we have read and agree to the scope, fees, and terms and conditions contained in this Agreement and any attachments thereto.</i>	
Signature: _____	Date: _____
Printed Name: _____	

*This Agreement may be accepted by executing where indicated herein and returning within ninety (90) days of the date of this Agreement.
After ninety (90) days, this Agreement and its contents become invalid and will be voided.*



19 W. Stone Avenue
Greenville, SC 29609
Phone: (864) 232-9342
www.AikenCost.com

October 21, 2025

Mr. Steve Coe, AIA, LEED AP
Caplea Coe Architects, Inc.
1643 Means Street.
Charleston, SC 29412

Subject: Fee Proposal for Complete Cost Estimating Services for
Kiawah Island Civic and Cultural Center Addition
Kiawah Island, SC

Dear Steve,

Thank you for another opportunity to serve Caplea Coe Architects and the Town of Kiawah Island in the preparation of construction cost estimates for the Kiawah Island Civic and Cultural Center Addition. With your approval we will accomplish our work in the CSI version of the ACC *Progressive* cost estimating system, which follows the 44-Division Construction Specifications Institute Work Breakdown Structure. We will capture the projected cost of each phase separately and then pull the project together with a Master Summary. Pricing will reflect current local costs for the Kiawah Island/Charleston area.

The Schematic Design cost estimate will be based on the conceptual drawings/sketches, narratives, appropriate existing building drawings, conversations with the design team, and historic cost information from similar projects. ACC Estimators will prepare a building and site systems summary estimate that will include a project rationale to describe the estimating team's assumptions. It will allow for analysis by system quantity and unit costs.

At the Design Development documents phase, ACC will prepare a fully detailed estimate that can be used to analyze the cost of each component of the work, to develop some design alternates for consideration and to value engineer the project if necessary. At this level ACC estimators will contact local vendors for budget quotations on the most expensive, or unique portions of the project.

When the Construction Documents are substantially complete, ACC will prepare a construction cost estimate that can be used to make any final adjustments to the design, and to be sure that the costs are on track, before the construction documents are issued for bidding. We will obtain more local quotes, add any new bid alternates, and reduce or eliminate the design/estimating contingencies that were necessary at the Schematic Design and Design Development phases.

The following fee breakdown is for estimating and take-off services, but it does not include our participation in meetings outside of our office. We can, however, be available by phone (virtual) upon request to address any cost estimate comments or questions.

<u>ESTIMATE LEVEL</u>	<u>ACC FEE</u>
Schematic Design Estimate	\$ 3,780
Design Development Estimate	\$ 5,880
Construction Document Estimate	<u>\$ 3,150</u>
Total Estimating Fee	\$ 12,810
<u>RECONCILIATION MEETINGS (virtual)</u>	
Estimate Reconciliation Call & Update (SD Estimate)	\$ 840*
Estimate Reconciliation Call & Update (DD Estimate)	\$ 1,050*
Estimate Reconciliation Call & Update (CD Estimate)	<u>\$ 1,050*</u>
Total Reconciliation Fee	<u>\$ 2,940*</u>
*optional	
TOTAL ACC FEE	\$ 15,750

As your cost estimator Aiken Cost Consultants will also be available to the design team for comparative cost analyses and other cost consultations at a rate of \$105/hr. Charges for meetings outside of our office (if required) will be on a Time and Expense basis, and will be subject to your prior approval.

We feel that the Town of Kiawah Island and the Caplea Coe design team will both benefit by having ACC involved in this project. However, because we have no control over contracting methods, General or Subcontractor overhead and profit percentages, CM Fees, bidding climates, schedules, continuing design modifications or addenda, etc., we cannot guarantee that the bids received, or the actual cost of construction will be within a certain range of our estimates. Aiken Cost Consultants estimates are intended to be used as a professional opinion of the probable cost of construction, based on our understanding of the design at the time the estimate was prepared. Aiken Cost Consultants limits our liability for any and all claims, losses or damages to the total fees paid to us for our services rendered on this project.

Thank you for including us on your project team. Please let us know if this proposal is acceptable, by signing it and returning a copy for our file.

Sincerely,

Aiken Cost Consultants, Inc.



Billy Evett, CEP

Proposal Accepted,

Caplea Coe Architects, Inc.

Steve Coe, AIA

Date:

PROPOSAL ☒

CONTRACT ☐

INVOICE ☐

LOCAL INFO
Caplea Co Architects, Inc.
Kiawah Town Hall Addition
4475 Betsy Kerrison Parkway
Kiawah Island, SC 29455

ph:
fax: 843-412-3093
cell:

OUT OF AREA INFO

ph:
fax:
cell: scoe@capleacoe.com



COMPLETE TREE CARE
BRIAN MILLEMAN
I.S.A. Certified Arborist
S.O. 0226A • 729-8358 (c)
DANNY MILLEMAN
I.S.A. Certified Arborist
S.O. 5307A • 834-5999 (c)
SAMMY MILLEMAN
I.S.A. Certified Arborist
S.O. 5720A • 834-5600 (c)
P.O. Box 1510
Johns Island, SC 29457
843.768.7229 office
843.768.0960 fax

ATTENTION:
Steve

DATE: 10-23-25
Date Invoiced:

DESCRIPTION	ACCEPT	PROPOSAL	CONTRACT	INVOICE
		AMOUNT	AMOUNT	AMOUNT
I. Consulting:				
a. Initial site visit, looking at proposed plans, tree and topo, evaluation trees within close enough proximity to project for overall health, disease, liabilities, recommendations for removing, keeping, distances from trees, tree protection recommendations, etc...				
-1 st evaluation: (\$750-\$1000) depending on how many trees And how much time it takes in field and for a formal report Write up.		\$750-\$1000		
b. Additional site visits or additional requested assessments. -\$150/hr for any additional visits or time for formal Assessment write up/consulting.				
c. Any recommended treatments would price at time of recommendations (examples...fertilization treatment, root pruning if needed, canopy pruning, etc...)				
Acceptance: Send Payment to:P.O. Box 1510 Johns Island, SC 29457 TOTAL				

Office: (843) 768-7229 Fax: (843) 768-0960

Respectfully Submitted By Danny Millemann

See revised fee in
11.6.2025 email attached.

10.27.2025
Kiawah Island Civic and Cultural Center
Steve Coe
Caplea Coe Architects
scoe@capleacoe.com

Dear Steve,

Thanks for getting us involved in this one. We've enjoyed our discussions thus far and look forward to working on this one with you.

Threshold Acoustics & AV is pleased to provide this proposal for **acoustical and audiovisual consulting services** in support of the **Town of Kiawah Island Civic and Cultural Center**, an expansion to the existing Town Hall. The new facility will serve as a flexible community venue for cultural events, performing arts, and civic gatherings. The approximately **12,000 square foot addition** will include a **250–300 seat flexible auditorium**, community meeting rooms, a **lobby/foyer for art display and pre-event functions**, and associated backstage and support areas.

All the best,

Shane Jerome Kanter
Principal
skanter@threshold.llc
312.386.1400

Assumptions

— Performance Space Intent

Intended as a **community-level performance venue**.
The design intent is for non-amplified acoustics (natural performance) for most of the facility’s events to achieve Noise Criterion (NC) 20 to 25, while preserving flexibility to accommodate amplified events as needed.

Emphasis on **sound quality, flexibility, and simplicity** within cost limits.

Acoustics: Focus on simplicity, strategic finishes, and smart detailing.

AV: Basic but capable systems to support community and music performances.

— **The scope of AV systems is not yet defined**, but we have assumed systems with capabilities and a level of sophistication that is commonly incorporated into similar facilities. We have assumed an AV system budget in the range of \$250,000 - \$400,000.

— The **construction cost is \$9.55M**.

— Design documentation packages and reviews of design documentation by others will be submitted at the following project milestones.

Schematic Design	100%
Design Development	50% and 100%
Construction Documents	50% and 100%

— Our services do not include issuance of a separate post-bid “For Construction” set during the Construction Administration phase, but this may be added as an additional service. The schedule reflected in this proposal is based on H3’s preliminary planning and should be considered approximate.

— Cost Control efforts included in our proposal extend to factors within the Design Team’s control. Cost Consultant error, Construction material and labor cost fluctuations, and Owner changes made against the recommendations of the Design Team or made after significant design work is complete are by their nature beyond the control of the Design Team. **Redesign efforts required by these and similar causes are therefore not included in our services.**

— While all our work is approached with sustainability as a core principle, documentation in support of **LEED, WELL, or Living Building, or other certification is not included** in our Scope of Services and is considered an Additional Service.

— In all of our work is a commitment to diversity and social justice. We will participate and call attention to the environmental and social impact of our ongoing work together. We design for the ear but the ear does not exist in isolation, nor is perfect hearing accompanied always by perfect understanding. We will **consciously program accessible, inclusive spaces** that address our society’s physical and mental diversity.

— The project will be developed utilizing Building Information Modeling (BIM). Detailed reviews of the entire project will be completed using design documentation released at milestone completion points as noted above. Regular BIM updates provided to assist in design efforts will not be reviewed weekly or as posted between milestone review points. Instead, **we will rely on the Architect and other Design Team members to alert us** to acoustically relevant changes in the model between the milestone reviews. We will assist in coordination of major AV Systems elements in the 3D model and our AV Systems documentation will be provided in Revit and PDF format.

— Scope Clarifications

The scope includes **room acoustics, sound isolation, and mechanical noise control**, as well as **AV system design** for the performance and gathering spaces.

Auralization (aural rendering) and detailed room acoustic or isolation modeling are **excluded from base services** but can be provided as an **add alternate** if desired.
The project will follow a **Design-Bid-Build** procurement method.

Threshold Acoustics & AV will be **contracted directly with Caplea Coe Architects**, collaborating closely with H3 Architects, for design development and documentation.

Proposed Scope of Services

Schematic Design 3 MOS. 11/1/2025 - 1/31/2026	Design Development 4 MOS. 2/1/2026 - 5/31/2026	Construction Documents 5 MOS. 6/1/2026 - 10/31/2026	Bidding 1 MOS. 11/1/2026 - 11/30/2026	Construction Admin. 18 MOS. 12/1/2026 - 5/31/2028	Commissioning 1 MOS. 6/1/2028 - 6/30/2028
1 In-Person Meetings 3 Virtual Meetings Attend existing facility tour Document current conditions Establish goals Coordinate acoustic and AV requirements with the development of initial building concepts Provide Recommendations Design criteria for room acoustics, sound isolation, environmental noise, and mechanical noise control systems Overall room geometries and shaping of interior surfaces Finish materials, including variable acoustic systems Composition of wall, floor, and ceiling Recommendations for doors, windows, access panels, hatches, vents Preliminary vibration isolation and noise control measures Conceptual AV system design information including locations for integration Preliminary infrastructure requirements for AV systems Prepare Deliverables Sketches and markups Acoustics and AV Cost Report - Description of acoustic design goals - Sketches and drawing markups - Guidelines for building systems - Description of AV design goals - Sketches and drawing markups - System electrical and mechanical system infrastructure requirements	0 In-Person Meetings 4 Virtual Meetings Confirm Preliminary Detailing Refinement of room geometries and shaping interior surfaces Confirmation of finish materials and details Development of specialized wall, floor, and ceiling construction Updates to criteria for doors, windows, access panels, hatches, and vents Continued development of stage equipment including orchestra shells and adjustable systems Development of typical details Development of AV systems Further development of infrastructure requirements for AV systems Prepare Deliverables Sketches and markups AV system documents including device and infrastructure location Preliminary specification language Review Documents Review drawings and specifications prepared by the full Design Team at not more than two project milestones during this phase Assist in Developing Cost Reduction Approaches A single cost reduction effort is included in this phase	0 In-Person Meetings 5 Virtual Meetings Ongoing Coordination Assist the Architect in coordinating construction details related to room acoustics, noise control, acoustic isolation, and AV systems Assist the MEP/FP engineers in finalizing their detailing related to acoustic and AV requirements Prepare Deliverables Sketches and markups Construction documents for AV Systems Specification language for AV Systems and acoustically relevant products and systems Review Documents Review drawings and specifications prepared by the full Design Team at not more than two project milestones during this phase	0 In-Person Meetings 1 Virtual Meetings Respond to Bidders Answer questions and review addenda regarding room acoustics, noise control, sound isolation, vibration isolation, and AV systems during the bidding process Review AV Contractor Responses Review AV system bids and provide comments for Owner and Architect evaluation Review Contractor Qualifications Identify most responsive qualified bidder Recommend contractor that best meets requirements of the project Review contractor's understanding of scope and/or materials needed	2 In-Person Meetings 4 Virtual Meetings Conduct on-site observations related to acoustics and AV Issue a Field Report for each site visit Provide a checkout of the facility for preparation of a punchlist Verify successful execution of design intent - Background noise levels - Sound isolation - Acoustic response in key spaces - Submit recommendations for the project punchlist	1 In-Person Meetings Tour the facility and demonstrate acoustic and AV system elements Fine tune variable acoustic systems Conduct final AV system tuning Review Owner's Manuals provided by AV subcontractors Provide detailed training in the operation of AV systems Prepare a Final Commissioning Report

Cost Proposal

Our fee for the proposed scope of work is as follows:

PHASE	ACOUSTICS	AUDIO/VIDEO
Schematic Design	\$24,000	\$14,000
Design Development	\$20,050	\$8,000
Construction Documents	\$22,500	\$12,000
Bidding	\$2,200	\$2,000
Construction Administration	\$41,000	\$14,500
Close Out	\$9,000	\$7,500
Total	\$119,200	\$58,000
Grand Total	\$177,200	

Reimbursable Expenses

Customary reimbursable expenses including travel, premiums for insurance over and above our current limits, expedited delivery, rental of specialized testing equipment, construction of physical models and mock-ups for acoustic testing, plotting and reproduction, and any project-related taxes or fees will be billed in addition to the fee at 110% of cost.

Additional Services

Services beyond those identified in the Scope of Services may be added for additional fee.

The following are examples of Additional Services:

- Design of sound masking systems
- Documentation in support of LEED certification in a format ready for submission to USGBC
- Measurement and documentation of site noise and ground-borne vibration.
- Verification testing of the acoustic performance of all program spaces in addition to the “spot check” testing identified in the Scope of Services.
- Formal presentation of acoustic computer modeling analyses, including auralizations.
- Construction and testing of physical models or mockups.
- Meetings and site visits in excess of those enumerated in the Scope of Services.
- Work required due to substantive changes to the project design schedule.
- Work required due to substantive changes to the construction procurement process.
- Review proposed cost-savings alternatives proposed by the contractor and comment on their effect on the acoustic and AV performance of the building
- Redesign of AV Systems after bid due to changes proposed by the installing contractor.
- Cost reduction exercises beyond those described in the design phases above.
- Work required to meet the Terms and Conditions of a contract form other than presented in this proposal.
- Other additional work required due to substantive changes in project scope increases beyond the assumptions described at the opening of this proposal.
- Post occupancy services regarding acoustics and AV systems.

Additional services may be provided on a negotiated fixed fee basis or may be provided at the following hourly rates subject to reasonable annual escalation.

Partners	\$250 - \$285
Principal Consultants	\$200 - \$225
Senior Consultants	\$185
Consultants	\$150
Technical Staff	\$125

Steve Coe

From: Shane Jerome Kanter <skanter@threshold.llc>
Sent: Thursday, November 06, 2025 5:05 PM
To: John Fontillas
Cc: Steve Coe; Ariel Fausto; Tim Perez; Carl Giegold; Oona O'Leary
Subject: RE: Kiawah fees

Hi John,

Tim and I talked it through. We certainly want to work on the project, and work with this team specifically. We looked at teaming assumptions, trip/meeting attendance assumptions, and complexity factors to pull out as much as we could.

Our **acoustics fee can reduce by ~11% to \$105.5k and our AV fee by ~9% to \$52,800 for a total fee reduction of \$18,900 to \$158,300.**

Here's the final breakdown by phase comparing proposed numbers to reduced numbers in navy:

Cost Proposal

Our fee for the proposed scope of work is as follows:

PHASE		ACOUSTICS	AUDIO/VIDEO
Schematic Design	\$22,200	~~\$24,000~~	~~\$14,000~~ \$12,500
Design Development	\$16,800	~~\$20,050~~	~~\$8,000~~ \$6,800
Construction Documents	\$16,000	~~\$22,500~~	~~\$12,000~~ \$10,600
Bidding	\$2,500	~~\$2,200~~	~~\$2,000~~ \$1,500
Construction Administration	\$36,500	~~\$41,000~~	~~\$14,500~~ \$14,100
Close Out	\$11,500	~~\$9,000~~	~~\$7,500~~ \$7,300
Total	\$105,500	~~\$119,200~~	~~\$58,000~~ \$52,800
Grand Total		~~\$177,200~~	\$158,300

Hope this help.
sjk

Shane Jerome Kanter, He/Him
Principal
Office 312 386 1400 | Direct 872 365 5904 | Mobile 913 961 7209 | skanter@threshold.llc

THRESHOLD ACOUSTICS & AV
threshold.llc | [Instagram](#) | [LinkedIn](#)

Subscribe to our [Newsletter](#)

From: John Fontillas <jfontillas@h3hc.com>
Sent: Thursday, November 6, 2025 3:13 PM
To: Shane Jerome Kanter <skanter@threshold.llc>

Steve Coe
Architecture
Caplea Coe Architects
843-412-3093

10/24/2025

Project: Kiawah Island - Low Voltage Engineering Design Proposal 25-1024-1

Wired Engineering, LLC (WE) is delighted to submit the following fee proposal to provide Engineering design services and produce the deliverables listed below. We look forward to working with you and the team on this project.

PROJECT SCOPE

WE understand the scope of work to consist of the services detailed in this proposal and as follows:

The project consists of the expansion of the Town of Kiawah Island Town hall with an addition of the Civic and Cultural Center to serve as a multi functional space for cultural events, performing arts, and civic gatherings. The addition is approximately 12,000 square feet and includes a 250-300 seat acoustically engineering auditorium, flexible community meeting rooms, a foyer and gathering space for art displays and pre-event functions, and supporting backstage and service areas. WE shall provide low voltage professional engineering services to support the team to deliver a bid and permit set for structured cabling and infrastructure supporting security systems. Our understanding is that the Audio/Video, Sound, and Specialty lighting in the performance hall will be provided by the Theater Consultant and WE shall incorporate IT infrastructure needs to support the equipment as required. Our scope of work does not include design of infrastructure directly related to the audio/video, sound, and specialty lighting systems.

SERVICES INCLUDED

WE will provide the following professional design services for the aforementioned project:

- Low Voltage Design Services

SCOPE OF SERVICES

LOW VOLTAGE DESIGN SERVICES

1. Design services shall include biddable documents with complete floor plan layouts, riser diagrams, rack elevations, installation details, and full Architectural Specifications.
2. The following is a summary of low voltage related services included in this proposal:
 - a. WE shall provide voice/data communications infrastructure design incorporating all communications cabling needs terminating in existing and/or new communications racks supporting the project scope of work.
 - b. WE shall incorporate infrastructure for any IP based security equipment (cameras, door controllers, etc.) clearly identifying termination requirements.
 - c. WE shall document existing equipment/space availability to incorporate the structured cabling

for the addition.

- d. WE shall meet with the stakeholders to review the proposed layout to ensure compliance with the stakeholders' infrastructure needs.
- e. Provide and coordinate power needs to devices to Electrical Engineer to service data wired and wireless equipment

DELIVERABLES

WE proposes the following design submittals for this project:

- 30% Construction Documents (PDF Format)
- 60% Construction Documents (PDF Format)
- 90% Construction Documents (PDF Format)
- Signed and Sealed Package

FEE

Scope of Services Fee Summary	
Phase/Service	Fee
30% Construction Documents	\$1,500.00
60% Construction Documents	\$3,500.00
90% Construction Documents	\$2,250.00
Signed & Sealed Package	\$600.00
Total	\$7,850.00

TERMS

ASSUMPTIONS/EXCLUSIONS

- WE assume that design reviews will be facilitated by using Bluebeam Revu and review meetings will occur virtually.
- See additional Information to be furnish by the client in ATTACHMENT A.
- See additional services not included in this proposal that can be provided for an additional fee in ATTACHMENT B.
- WE assume that 3D modeling is intended to be applied to visible devices as follows and will be coordinated with the available architectural Revit models prior to issuance of the final design documents Reference BIM Execution Plan in ATTACHMENT C:
 - Voice and Data Infrastructure Design – Outlets, cabinets, racks, backboards, cable tray, conduit, ground bus bars, phone blocks, building entrance terminals, site pull boxes, rack mounted equipment, wall mounted equipment and cabinets
 - Audio/Video Design – Displays, speakers, projection screens, control interfaces, projectors, outlets, cabinets, and racks.

- Security Design – Card Readers, Cameras, Request to Exit Sensors, power supplies, and access control panels.
- Fire Alarm Design – Fire alarm control panels (FACP), manual pull stations, smoke detectors, heat detectors, notification appliances like horns, strobes, and horn/strobes, annunciators, and remote power supplies.
- Electrical Infrastructure Design – switchboards, panel boards, transformers, generators, UPS systems, electrical cabinets, lighting fixtures, power devices like receptacles and switches, cable trays and conduits (3" or greater), lighting control devices, electrical floor boxes, and electrical meters.
- Mechanical Design – HVAC equipment such as air handling units, rooftop units, chillers, boilers, heat pumps, VAV boxes, fan coil units, ductwork including supply, return, and exhaust ducts, duct fittings like elbows, transitions, mechanical piping for hot water, chilled water, steam, and refrigerant, pipe fittings like elbows, tees, and valves, air terminals including diffusers, grilles, and registers, and space and zone equipment.

BILLING

Reimbursable expenses include all out-of-county, travel-related costs, mileage, meals, lodging, plotting and printing (except as required for in-house coordination), photography, courier services, shipping and express mail.

Billing will be monthly, based upon percent of services completed and reimbursable expenses. Payment is due within 30 days of receipt of Invoice.

Thank you for this opportunity and we look forward to your favorable selection of Wired Engineering and the opportunity to assist your team for this and future projects. Please give us a call with any questions or comments.

Respectfully,



Daniel T. Hunter, PE, RCDD, CTS-D
Owner, Managing Partner
407-461-3396



Marwan F. Rashid, CTS
Owner, Managing Partner
407-716-9711

Steve Coe

Date

ADMIN OFFICE

6600 Manor Hill Court
Chapel Hill, NC 27516

USA (919) 929 7443
CAN (647) 556 6017

theatrecc.com
info@theatrecc.com

Theatre Consultants Collaborative

6 Nov 2025 (pro2)

Steve Coe, AIA, LEED AP
President / Principal
Caplea Coe Architects, Inc.
1643 Means Street
Charleston, SC 29412

RE: KIAWAH ISLAND CIVIC & CULTURAL ARTS CENTER ADDITION, KIAWAH ISLAND, SC

Dear Steve:

Thank you for the opportunity to submit this revised proposal for theatre consulting services related to the new civic and cultural center wing of the existing Town Hall.

The project, as we understand it, involves an expansion that includes a 250- to 300-seat auditorium / recital hall, associated support spaces, and flexible meeting and gathering areas for civic organizations and community groups. Conceptual design was undertaken via the design competition; we are now being asked to undertake SD through CA services.

We have been advised of a completion target of Q3 of 2028. Construction is anticipated to start in January 2027. The project budget has been cited as \$12-14 million; we have assumed a construction cost of approximately \$9.5 million.

TCC will assist with program verification, planning of front- and back-of-house areas, and auditorium design including room geometry, seating layouts and sightlines. We will also provide bid documents (drawings and specifications) for the following theatrical systems:

- performance lighting instruments and accessories
- performance power, dimming and controls
- performance rigging
- theatrical drapery and track
- adjustable acoustic devices (as prescribed by the acoustician)
- performance platforms
- auditorium seating*

**Auditorium seating - please note that we will provide specifications for the architect to incorporate into the architectural specifications. The architect is responsible for the selection of style, finish and fabric.*

Our proposal does not include the Performance Sound, Video and Communications systems, which will be undertaken by others.



We offer the following description of services for your consideration:

SCOPE OF SERVICES

PROGRAM VERIFICATION / SCHEMATIC DESIGN PHASE

Theatre Planning & Design

- Participate in a kick-off meeting / information gathering session with the architect and client representatives to clarify project goals and parameters.
- Assist with the development of a space program, confirming spatial requirements for all areas associated with the performance space(s).
- Assist the architect with conceptual planning of front-of-house public areas including the lobby, public restrooms, box office, lobby storage and audience circulation into and out of the performance spaces, and with planning of backstage areas including dressing rooms, technical storage areas, and loading dock.
- Assist the architect with conceptual design of the performance room, including audience and performer access, and ADA accommodation.
- Prepare auditorium and stage layouts, in plan and section, with necessary dimensions for review by the architect. Following discussions with the architect and client representatives, prepare the auditorium design in AutoCAD format for inclusion in the overall project drawings.

Theatre Systems Design

- Develop a preliminary performance equipment report and budget for review by the architect and client representatives.
- Prepare a report on the electrical power requirements relative to the performance equipment to assist with budgeting.
- Prepare a report on heat load projections relative to the performance equipment to assist with budgeting.
- Prepare a report on the structural loading requirements of the performance elements of the project.
- Discuss design approaches with the design team, coordinating technical requirements with the structural, mechanical and electrical engineers.

DESIGN DEVELOPMENT PHASE

Theatre Planning & Design

- Review and comment on the architect's design development drawings.
- Provide detailed information on dressing room, control room, stage floor, grid and technical support area design, for inclusion in the architect's and engineers' drawings.
- Coordinate acoustical design requirements and adjustable acoustic devices with the acoustical consultant and other members of the design team.
- Assist with Value Engineering analysis.
- Assist the architect in responding to life safety and accessibility needs.
- Present design concepts to the client and architect as required.
- At the completion of Design Development, provide the architect with auditorium seating documents, including AutoCAD drawings, or Revit model linked to the architect's model, and specifications, for integration into the overall project drawings.

Theatre Systems Design

- Update the performance equipment budget as required.



- Provide infrastructure recommendations identifying electrical power requirements related to performance equipment, and pertinent to the performance facility, for incorporation into the Engineer of Record's scope of work.
- Provide recommendations identifying performance lighting circuits, performance lighting control locations, lighting control racks, and other electrical infrastructure pertinent to the performance dimming and control system for incorporation into the Engineer of Record's scope of work.
- Provide recommendations identifying power, raceway, junction box, and motor control center requirements, and other electrical infrastructure requirements pertinent to the performance rigging, machinery, and control system for incorporation into the Engineer of Record's scope of work.
- Coordinate technical design information regarding the performance equipment with the architect and the electrical, mechanical and structural engineers. Technical design information may be developed in AutoCAD or as a Revit model linked to the architect's model as coordinated with the architect

CONTRACT DOCUMENTS PHASE

Theatre Planning & Design

- Review and comment on the architect's and engineers' progress drawings.
- Assist the architect with design details required in the contract documents.
- Further develop models, drawings and details for seating scope when not incorporated into the architect's drawings.
- Assist with Value Engineering analysis.

Theatre Systems Design

- Coordinate performance equipment contract documents with mechanical, electrical, and structural engineers.
- Update electrical infrastructure information as required.
- Prepare drawing/specification packages (*as noted in the schedule below*) for the performance equipment, for which TCC is responsible, for incorporation into the architect's scope.
- Maintain TCC design within the Revit model if required.
- Furnish recommended electrical specifications related to the performance system design to the Engineer of Record for review and incorporation.

BIDDING AND NEGOTIATIONS PHASE

- Respond to requests for information from bidders.
- Review and comment on performance equipment contractors' bids received.
- Review and comment on seating manufacturers' bids received.

CONSTRUCTION ADMINISTRATION PHASE

- Participate in a remote construction kick-off meeting.
- Review submittals received from performance equipment contractors and seating manufacturer.
- Review shop drawings for other trades that affect the performance function of the facility.
- Respond to requests for information relative to the work of the theatre consultant.
- Review change order proposals, revisions, and other construction modifications as necessary.
- Make site visit(s) during construction to review progress and identify deficiencies at appropriate times agreed to by the architect. Areas reviewed include all scopes within performance-related spaces.



- Make site visit for final punch list / commissioning of installed performance equipment.
- Assist the architect with final punch list and commissioning of the auditorium seating system.
- Provide detailed reports for all site visits, including images and drawing markups where appropriate.

MEETINGS

- Attend in-person meetings and site visits (*refer to trip count in Fee and Expenses*).
- Participate in remote meetings not to exceed one meeting every two weeks for up to (3) consultants for the duration of design phases.
- Participate in remote meetings not to exceed one meeting every month for up to (3) consultants for the duration of the construction phase.

FEE AND EXPENSES

For the purposes of this proposal, we have assumed a performance equipment budget of approximately US\$1.02 million excluding seating. Should this figure increase by 10% or more, we reserve the right to renegotiate our fee accordingly.

We offer the above noted services for a fixed fee of One Hundred and Seventeen Thousand, Eight Hundred and Fifty US Dollars (US\$117,850), plus expenses. This fee includes journey time but not travel costs for the maximum number of person trips to the architect's office and/or project site as shown below.

The fee for these services will be broken down by phase, as follows;

Phase	Fee/ Phase	Max Person Trips	Max Drawing Pkgs
Program / Schematic Design	\$ 25,915	4	1
Design Development	\$ 22,500	2	1
Contract Documents	\$ 32,985	2	3
Bidding and Negotiation	\$ 5,240	0	0
Construction Administration	\$ 31,210	5	0
Total	\$ 117,850	13	5

Expenses are in addition to the fee for basic services and will be invoiced at cost plus 10%. Customary reimbursable expenses include, but are not limited to, travel, plotting and reproduction, and couriers. Applicable mileage will be calculated at the IRS-recommended rate at the time of travel – currently US\$0.70 per mile. We have assumed that we will receive a minimum of 14 days' notice prior to a meeting or site visit to allow booking of flights and hotels at reasonable rates. We estimate that expenses will be +/- US\$13,700.

ADDITIONAL SERVICES

Additional services beyond the scope of work outlined above may be provided on an hourly or daily basis, at the prevailing rates, with written authorization from the client prior to beginning the work. The current rate for all TCC consultants is \$220 per hour or \$1,760 per day.



Theatre Consultants Collaborative

This proposal is subject to the provisions contained in the attached Schedule A, which is incorporated herein for reference. This proposal is valid for sixty (60) days from the date of this letter after which time we may withdraw or modify the offer.

Once again, we thank you for the opportunity to offer this proposal. We look forward to answering any questions you may have.

Yours sincerely,



Kurt Wehmann, ASTC, Principal Consultant
Theatre Consultants Collaborative, Inc.



Paul Sanow, ASTC, Principal Consultant
Theatre Consultants Collaborative, Inc.

cc Jillian Brown, TCC
Attachment – Schedule A

TCC is prepared to proceed upon the return of a signed copy of this proposal or a similar letter of intent.

Accepted:

Please also initial each page of Schedule A at bottom left to indicate acceptance of the terms and conditions.

Caplea Coe Architects, Inc.
(authorized signatory)

Date



SCHEDULE A

Theatre Consultants Collaborative, Inc. (TCC) appreciates the opportunity to offer this proposal for this Project. TCC's contracts generally follow the American Institute of Architects' (AIA) C401-2017, *Standard Form of Agreement between Architect and Consultant*, and refer to that agreement as a basis for this proposal.¹ TCC understands that some clients may prefer to countersign this proposal, and TCC allows this when appropriate for the scope of the Project.

The following terms and conditions are a basis of Theatre Consultants Collaborative, Inc (TCC) collaboration with CAPLEA COE ARCHITECTS, INC. (Client) on this Project. If the proposal becomes the contract for this project, Client must initial below each page of this Schedule A.

TERMS AND CONDITIONS

TCC provides services within the scope of our experience and as limited by law. We do not provide services of licensed design professionals and do not sign and seal instruments of service². Services are provided for the sole purpose of informing CAPLEA COE ARCHITECTS, INC. and its designees of the particularities of performance venues so that the Client may use its judgment in developing the Project.

1. Use of AIA Documents. To better coordinate the Project, if AIA documents, or other contracts, are used for the Project, the Client promptly will furnish current copies of the executed contracts between the Owner and the Architect and other consultants or contractors to TCC.
2. Project Documents. Client agrees to provide TCC with the assistance reasonably necessary to enable TCC to perform our services, including, but not limited to, any documents specified in the above proposal, project data, BIM models, drawings and documents, electronic files and photographs. Such documents shall be furnished to TCC without cost or limitation to TCC. TCC shall be entitled to rely on the accuracy of any such documents or models furnished by the Client, its architect or others involved in the design and performance of this Project. No use of this material by TCC for this Project shall be deemed to require additional permission from the Client or others working on the Project.

¹ The C401 Agreement can be coordinated with other standard, project documents in the suite published by the AIA. If the AIA documents are selected, all documents must be coordinated for the date of issue of the suite, especially the AIA A201-2017, *General Conditions*.

² TCC will require this to be clearly stated in any form of contract to which it is party.



Client initials indicate
understanding and acceptance
of these terms and conditions

3. Payment. TCC provides invoices to the Client as work progresses during the term of work on the Project. Invoices are payable on receipt. If an invoice is not fully paid within ninety (90) days of TCC's invoice date, a late fee of 1.5% per month (18 percent per year) will be imposed. Payments are applied, first to accrued interest, and then to unpaid fees. Client will reimburse TCC for any collection and legal costs related to collecting delinquent payments.

4. Insurance. TCC carries the following insurance coverage:

Comprehensive General Liability (public liability) -
\$2,000,000 (each occurrence) / \$4,000,000 (aggregate),
Hired and Non-Owned Automobile Liability -
2,000,000 (combined single limit),
Workers Compensation and Employers' Liability
\$1,000,000 (each accident)
Professional Liability (errors and omissions)
\$2,000,000 (each occurrence) / \$2,000,000 (aggregate).

At the request of the Client, and with Client's assumed consent to pay for any additional cost, TCC is able to increase or add to its insurance coverage. TCC's maximum liability is limited to that which is provided by its insurers.

5. Indemnity. Client shall indemnify and hold harmless TCC, its officers, employees, subcontractors, heirs and assigns from and against damages, losses and judgments arising from claims by third parties from or in connection with Client's negligence, breach of any term, representation or covenant contained in this proposal. Client shall protect and defend such against such claims on behalf of TCC, and, if required, reimburse TCC for its attorneys' fees and expenses.

TCC shall indemnify and hold harmless Client, its officers, employees, subcontractors, heirs and assigns from and against damages, losses and judgments arising from claims by third parties from or in connection with TCC's negligence, breach of any term, representation or covenant contained in this proposal. TCC shall protect and defend such against such claims on behalf of Client, and, if required, reimburse Client for its attorneys' fees and expenses.

6. Damages. The Parties waive consequential damages for disputes 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 the provision of services on a Project or this Agreement in accordance with the provisions of Article 7.)
7. Termination. Client or TCC may terminate this fully-executed proposal, including any written and mutually-signed addenda, change orders and revisions, by giving the other party at least seven (7) days written notice. If the other party substantially fails to perform its obligations, through no fault of the terminating party, TCC will be paid for the services performed and expenses incurred prior to the date of termination. In addition, if the termination is initiated by the Client, TCC will be paid termination expenses, which include unpaid expenses directly attributable to the termination, plus the amount of lost profits on the total value of TCC's proposed contract services.



Client initials indicate
understanding and acceptance
of these terms and conditions

8. Dispute Resolution

- A. Direct Negotiation. The Parties agree that, if a dispute, claim or other matter in question arises out of or related to this Agreement, within five (5) days of the occurrence of such dispute, they shall endeavor to resolve this difference through direct negotiation. The Parties may agree to engage an independent third party, acceptable to both Parties, to facilitate such discussion.
- B. Mediation. If such direct negotiation is not successful, in good faith, the Parties agree that they will endeavor to settle such dispute by mediation. The Parties further agree that such mediation shall be a condition precedent to arbitration or the institution of legal or equitable proceedings by either Party.
- C. Arbitration or Litigation. Any dispute between the Parties that is not settled by mediation, shall be decided by arbitration or litigation. Unless the Parties mutually agree otherwise, arbitration shall be preferred.

The Parties agree the provisions of this Paragraph 8 shall survive the expiration or termination of this Agreement for any reason.

- 9. Governing Law. This Agreement is made and entered into in the State of North Carolina and shall be governed and construed in accordance with the laws of North Carolina.
- 10. Forum and venue. The venue for any mediation, arbitration, and/or other legal proceeding between the Parties arising out of or resulting from this Agreement is Orange County, North Carolina.
- 11. Integration. This Agreement, including any Project Summaries or other attachments which are incorporated herein by reference, contains the entire Agreement among the Parties with respect to the subject matter hereof. This Agreement may be amended at any time by a written agreement signed and dated by both Parties.



Client initials indicate
understanding and acceptance
of these terms and conditions

WHOLE BUILDING SYSTEMS PROPOSAL

Kiawah Civic + Cultural Center

Mr. Steve Coe
Caplea Coe Architects, Inc.
1643 Means St.
Charleston, SC 29412
Via Email: scoe@capleacoe.com

2025.10.20

Summer 2028

The following is a scope of work and fee proposal for Commissioning Services, ~~Green Globes Administration~~, Energy Modeling and ~~Indoor Air Quality Testing~~ for the Kiawah Civic + Cultural Center (Project). This scope is based on proposal documents provided to WBS by Caplea Coe Architects dated 2025.09.08. This Proposal assumes that the project is ~13,300 gsf addition to the existing Town Hall complex and comprised of an auditorium, multipurpose room, and associated support spaces. Based on the tentative schedule, the projected design completion date is November 2026 and construction completion date is ~~December~~ 2028.

Significant changes to scope or schedule, defined as increases >20% for the total project budget or project area, or extension of the construction completion date >6 months, may result in additional fees beyond what is included in this proposal. This Proposal is valid for a period of 120 days following the date listed above. WBS reserves the right to adjust fees if the Proposal is not accepted within 120 days.

SCOPE OF WORK

COMMISSIONING SERVICES

The following Scope of Work is designed to meet the requirements for commissioning ~~for the following credits under the Green Globes for New Construction v2021 rating system:~~

- ~~1.5.1A.1A Building Commissioning and Training: HVAC&R Systems and Controls (6 points)~~
- ~~1.5.1A.1C Building Commissioning and Training: Lighting Systems and Controls (6 points)~~
- ~~1.5.1A.1D Building Commissioning and Training: Plumbing (2 points)~~

DESIGN PHASE

- Develop the Owner's Project Requirements (OPR) with design team and owner.
- Review the Basis of Design Document (BOD) provided by the MEP engineer.
- Write the Commissioning Plan and update throughout the Design phase as needed.
- Conduct Commissioning design review at 100% Design Development or equivalent interim design set.
- Provide commissioning specifications for inclusion in the Contract Documents.
- Conduct a follow-up back-check design review at 95% Construction Documents or equivalent near-final design set to confirm initial design review comments are addressed.
- Update CxAlloy with all relevant project activity described above.
- Participate in meetings necessary to complete tasks outlined above.

CONSTRUCTION PHASE

Whole Building Systems
PO Box 1845, Mt Pleasant, SC 29465
wholebuildingsystems.com
843-259-1303



WHOLE BUILDING SYSTEMS PROPOSAL

Kiawah Civic + Cultural Center

- Conduct a Commissioning Kickoff Meeting to provide an overview of the Contractor's role in the commissioning process.
- Review contractor submittals for systems being commissioned and provide comments to the design team as applicable.
- Conduct regular commissioning site visits once MEP rough-in has started and continue through the duration of construction.
- Provide field reports and develop and update an ongoing Issues Resolution Log after each site visit in CxAlloy.
- Witness startup of key systems being commissioned and update Issues Resolution Log as needed.
- Create Pre-functional Checklists for all systems being commissioned to be completed by the Contractor in CxAlloy.
- Create and facilitate system Functional Performance Tests for all systems being commissioned in CxAlloy.
- Verify the Test, Adjustment, and Balance report provided by others on site after report is issued.
- Participate in meetings necessary to complete tasks outlined above.

OCCUPANCY / WARRANTY PERIOD PHASE

- Participate in a follow-up "10-month" Warranty Period site walkthrough and review ongoing operations of systems being commissioned with facility staff and appropriate stakeholders and provide a Post-Occupancy Evaluation/Field Report after the walkthrough.
- Update Issues Resolution Log with issues to be addressed in the Warranty Period as they are identified.
- Develop and submit the Commissioning Report.
- Develop and submit a comprehensive Systems Manual with information provided by the project Contractor for the Systems to Be Commissioned.
- Participate in meetings necessary to complete tasks outlined above.

SYSTEMS TO BE COMMISSIONED

- HVAC and associated controls
- Domestic plumbing systems including water booster pumps, domestic hot water heaters, and plumbing fixtures
- Lighting and associated Controls

EXCEPTIONS AND EXCLUSIONS

- WBS is not providing commissioning of any process systems, irrigation, communications/AV, fire alarm/protection, nor building envelope as part of this Proposal. Fees to add scope for any of those systems can be provided upon request.
- Sampling of Testing: This proposal assumes 100% of base building equipment will be functionally tested (e.g. DOAUs, building exhaust fans, chillers, boilers, building-wide lighting controls and water heaters, etc.) but that functional testing of terminal devices (e.g. fan coil units, variable air volume units, local occupancy sensors for lighting, plumbing fixtures, etc.) will

WHOLE BUILDING SYSTEMS PROPOSAL

Kiawah Civic + Cultural Center

be sampled for testing at a rate of at least 10% of the total quantity of units. Fees to test 100% of terminal unit systems can be provided upon request.

LEED/GREEN GLOBES - MEP SUPPORT

Provide consulting services specific to the MEP deliverables for Green Globes or LEED:

1. Administer Green Globes survey questions for Version 2021 New Construction and Major Renovation to the MEP Engineers of Record for the project:
2. Conduct meetings as necessary with the MEP engineers to review requirements and facilitate deliverables.
3. Attend Integrated Design Meetings (as needed)
4. Record MEP answers online to the Green Globes Survey or equivalent LEED Checklists.
5. Review documentation provided for compliance with the Green Globes/LEED requirements. Research and provide any additional support documentation that might result in partial credit or consideration if necessary. ¹
6. MEP documentation to align with LEED or Green Globes upload to online portal.
7. Conduct final review of MEP documentation prior to Stage I design submission and update as needed.
8. Review Design Review Report provided by GBI
9. Facilitate collection of any additional MEP documentation to be submitted prior to the onsite assessment if necessary.
10. Review documentation and update the GG Survey prior to the onsite inspection if necessary.
11. Review Final Certification Report prior to distribution to Team.

EXCEPTIONS AND EXCLUSIONS

- WBS is not capable of guaranteeing that the Project's design and construction strategies will comply with all relevant credits. WBS's role is limited to documenting the design and construction strategies implemented by others and providing feedback on how those strategies affect the Project's overall score.

GREEN GLOBES ADMINISTRATION

DESIGN PHASE SERVICES

1. Conduct a Design Phase Sustainability Kick Off meeting.
2. Produce a Preliminary Green Globes/LEED scorecard, and provide feedback to the Design team about which rating system may be most appropriate for the Project.
3. Register project with Green Globes/LEED

¹ The Engineer of Record is responsible for providing the necessary documentation to demonstrate design compliance with the GG survey questions. That includes construction documents, approved submittals or equipment cut sheets or other calculations as necessary. WBS will assist with documentation and provide support when possible but cannot guarantee that the final design is in compliance with stated requirements.

WHOLE BUILDING SYSTEMS PROPOSAL

Kiawah Civic + Cultural Center

4. Review the Basis of Design Narratives and current design documents.
5. Distribute Green Globes/LEED compliance questions to Owner, Architect, MEP engineers, Civil engineer, Landscape engineer and other key stakeholders, review responses and enter answers into the online survey to revise/update the GG Scorecard.
6. Facilitate Green Globes/LEED meetings and other communication with the Owner, Architect, MEP engineer, Civil engineer, Landscape engineer and other team members to update the survey and scorecard and collect the required documentation.
7. Review documentation provided by the key stakeholders prior to the Design Phase Submission to GBI or GBCI.
8. Provide Division 1 Sustainability Specifications for Contract Documents.
9. Submit the Design Phase documentation to GBI or GBCI for review.
10. Facilitate any necessary corrections to the Design Phase submission.

CONSTRUCTION/OCCUPANCY PHASE SERVICES

1. Conduct a Construction Phase Kick-off Meeting with general contractor, architect and other key stakeholders as needed to review the Sustainability requirements.
2. Review contractor documentation submittals.
3. Update the Green Globes / LEED Survey with any changes, upload the construction phase documentation and resubmit the survey to GBI prior to the site visit.
4. Schedule an On-site visit with GBI Assessor and key project team members (Green Globes Only).
5. Prepare for and attend onsite assessment. (Green Globes Only)
6. Compile and upload any additional information requested by the Assessor.
7. Review and distribute the Final Report from GBI or GBCI.

EXCEPTIONS AND EXCLUSIONS

- WBS is unable to guarantee that Green Globes certification will be achieved, only that a process to manage and administer the Green Globes documentation and verification will be implemented. Successful attainment of Green Globes certification is a full team effort and requires good faith participation by the Project's Owner, Design, and Construction teams.

GREEN GLOBES REGISTRATION AND CERTIFICATION FEES

If this component of the Proposal is accepted, WBS will pay for the Green Globes Registration and Certification Fees on behalf of the project and invoice the project team as they are paid by WBS without markup. Since specific quotes for Green Globes Fees have not yet been attained from the Green Building Initiative, WBS has provided a Not-to-Exceed Fee for these payments which should cover all fees related to building certification.

ENERGY MODELING

NOTE: Pricing includes TWO energy model runs for Green Globes compliance, once using the Design Development (or equivalent) design set to provide initial guidance to Green Globes point estimates, and a final run based on the construction documents with all reporting necessary to comply with Green Globes. If design or budget changes (i.e., Value Engineering) necessitate additional models to be run, additional fees may apply.

WHOLE BUILDING SYSTEMS PROPOSAL

Kiawah Civic + Cultural Center

Create a combined Trane Trace 700 or IESVE for Green Globes submission. Services include the following:

1. Perform take-offs of the Proposed building for room dimensions, internal loads, airflows and construction types and input data into Trace 700 or 3D Plus energy modeling software.
2. Input HVAC systems and miscellaneous utilities (domestic hot water, exterior lighting, etc.) to the Proposed model.
3. Create the Baseline model compliant with ASHRAE 90.1-2016.
4. Input internal loads, airflows and construction types, HVAC systems and plants per ASHRAE 90.1-2016 baseline system types and miscellaneous utilities into Baseline model.
5. Input utility rates and run model of the Proposed Building Vs. Baseline Building using a Full Year Weather file.

INDOOR AIR QUALITY (IAQ) TESTING

NOTE: Fee includes one IAQ testing procedure. WBS is not responsible if IAQ testing fails. If testing fails, the project team will need to document remediation efforts for submission to Green Globes/LEED or retest to demonstrate compliance. Retesting is not included in this fee proposal.

Provide testing services for indoor air quality that meets the requirements of Green Globes v2021 Pre-Occupancy Indoor Air Quality Testing (6.2.2.1 – Path A).

1. Testing will comply with EPA's Compendium of Methods for the Determination of Toxic Organic Pollutants in Ambient Air and ASTM 5197-16 Standard Test Methods for Determination of Formaldehyde and other Carbonyl Compounds in Air.
2. Testing will take place after construction ends and before building occupancy.
3. A minimum of 4 samples will be taken. Two (2) within the building, one outdoor air sample, and one field blank. Samples will be taken at specific measured locations while HVAC systems are running at the minimum design outdoor ventilation rate.
4. WBS will place, monitor and collect the samples and send to an independent lab for analysis.
5. WBS will review the results and provide a summary of key findings.

WHOLE BUILDING SYSTEMS PROPOSAL

Kiawah Civic + Cultural Center

FEES

Commissioning Services	\$24,200.00
~~Green Globes Administration~~	~~\$12,000.00~~
~~Green Globes – Registration + Certification Fees~~	~~\$15,000.00 (NTE)~~
~~Energy Modeling~~	~~\$13,400.00~~
~~IAQ Testing~~	~~\$9,800.00~~

REIMBURSABLES

Reimbursable expenses due to project travel, lodging, and food costs are included in the base fees above.

Thank you again for selecting WBS to work with you on this exciting project. Please indicate which services you are approving, sign and email back to us for our records. We look forward to continuing to work with you on this exciting project.

Sincerely,

JOEL MCKELLAR

Joel McKellar, LEED AP, CBCP, LFA
Principal, Director of Building Performance Services
cc: BRW, CCB

The Standard Terms and Conditions and the following Scope of Work has been accepted:

- ☐ Commissioning Services
- ☐ Green Globes Consulting – Full Administration
- ☐ Green Globes Consulting – Registration + Certification Fees
- ☐ Energy Modeling
- ☐ IAQ Testing

Name/Title

Signature

Date

Whole Building Systems
PO Box 1845, Mt Pleasant, SC 29465
wholebuildingsystems.com
843-259-1303



Steve Coe

From: Steve Andrews, PE <sandrews@davisfloyd.com>
Sent: Monday, November 10, 2025 5:13 PM
To: Steve Coe
Cc: Andrew Klosterman, PE
Subject: RE: Kiawah due diligence

Thanks for considering DF for this project regarding getting sewer service to the Kiawah facility.

The due diligence phase for providing sewer service to the Kiawah town hall expansion:

1. Owner to provide as-built surveys of the existing Kiawah Town Hall property including the septic. If this information is not available, then there may be additional services for researching public records for the as built conditions and/or field surveying services.
2. Evaluate the existing on-site septic system for available capacity and possible expansion
 - a. Prepare exhibits and conceptual plans to present to SCDES.
 - b. Research water use records for the Kiawah Town Hall complex and quantify the actual sewer loading discharging to the on-site septic.
 - c. Meet with SCDES and evaluate the options for transferring any reserve capacity in the existing on-site septic to serve the building expansion and/or permitting an expansion to the existing system.
 - d. Research the operation and maintenance requirements for an on-site septic system greater than 1,500 GPD.
3. Meet with the utility provider to confirm that the sewer from the Kiawah town hall complex cannot be discharged to the FM across the road from the town hall or pumped into the PS serving the development to the north of the town hall complex.
 - a. Quantify the sewer loading based on water use records and SCDES contributory loading rates.
 - b. Prepare conceptual plans of the sewer options to the FM or PS to present to the utility provider.
4. Meet with the utility provider to confirm the sewer connection point on the south side of Haulover Creek has adequate capacity to receive the Kiawah town hall complex with the planned addition full sewer loading
 - a. Prepare conceptual plan for discharge to the gravity sewer south of Haulover Creek.
5. Whichever of the 3 options may prove to be viable, then develop a conceptual plan and construction budget.

Budget \$30,000 to \$50,000 for engineering fee to complete the due diligence. The \$20,000 range is dependent upon how much base data Kiawah may have in their files or how much research and surveying may be required.

Thanks,
Steve Andrews

DAVIS & FLOYD
PLAN | DESIGN | ENGINEER

Steve Andrews, PE

VICE PRESIDENT

2712 Bull Street
Suite A, Beaufort, SC 29902

O. (843) 379-2222

E. sandrews@davisfloyd.com | davisfloyd.com

Beaufort | Charleston | Columbia | Florence | Greenville | Greenwood

From: Steve Coe <scoe@capleacoe.com>
Sent: Monday, November 10, 2025 4:02 PM

To: Andrew Klosterman, PE <aklosterman@davisfloyd.com>; Steve Andrews, PE <sandrews@davisfloyd.com>
Subject: Kiawah due diligence

Just checking on status.....do you think you can have idea of due diligence phase fee to me today?



Steve Coe, AIA, LEED AP
President
Caplea Coe Architects, Inc.
(Formerly Rose nblum Coe Architects, Inc.)
1643 Means St.
Charleston, SC 29412
p 843.577.6073
m 843.412.3088
www.coe-architects.com

Copyright Notice: All drawings and documents produced by Caplea Coe Architects, Inc. are the intellectual property of Caplea Coe Architects, Inc. and are owned by Steve Coe, AIA. They may not be used in whole or in part for any other project without the written permission of Caplea Coe Architects, Inc. This information is confidential and may be considered written communication. The information contained in this message is intended only for the individual(s) specifically addressed and may contain proprietary, confidential, and/or other copyrighted information. If you are not the intended recipient of this message you are hereby notified that any use, review, transmission, distribution, or reproduction of any communication in reliance upon this message is prohibited. If you are not the intended recipient, please contact the sender and delete the message from any computer.

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by Mimecast, a leader in email security and cyber resilience. Mimecast integrates email defenses with brand protection, security awareness training, web security, compliance and other essential capabilities. Mimecast helps protect large and small organizations from malicious activity, human error and technology failure; and to lead the movement toward building a more resilient world. To find out more, visit our website.



2025 HOURLY RATE SCHEDULE

Firm Principal	\$245.00
Senior Architect/Project Manager	\$225.00
Junior Architect	\$175.00
Architectural Support	\$165.00
Office Administration	\$75.00
Intern	\$90.00

Rates will be subject to change at the beginning of the 2026 calendar year.

REIMBURSABLES

Reimbursables shall be the amount charged, normal and customary, plus 10%

Arquitectonica New York PC dba H3 partners Inc.

Architect's Hourly Rates

Title	Hourly Rates
Founding Principal	\$700.00
Principal	\$450.00
Project Director/Senior Project Manager	\$325.00
Project Manager	\$225.00
QA/QC Manager	\$175.00
Senior Architect/Designer	\$200.00
Intermediate Architect/Designer	\$175.00
Junior Architect/Designer	\$150.00
Clerical	\$ 75.00

fee schedule

Hourly Rates

A number of activities are difficult to clearly define as to complexity and probable time of involvement. Therefore, the fee structure in such situations shall be:

Discipline	2025 Rate (\$) / Hour*
Principal	220
Project Manager / Senior Structural Engineer	200
Structural Engineer / Designer	180
Structural Construction Administration	180
Structural Technician	130
Project Manager / Senior Civil Engineer	200
Project Engineer / Designer	180
Civil Construction Administration	180
Civil Technician	130
Senior Landscape Architect	200
Junior Landscape Architect	165
Administration	110

**Plus expenses*

****all overtime work will be a 1.5x multiplier and any hours on weekends or holidays is a 2x multiplier.***

Expenses

In addition to the noted hourly rates, expenses will be billed at cost plus ten percent. Expenses may include renderings, reproduction, photography, delivery charges, permit/approval fees, travel, and subconsultant invoices:

Activity	2025 Rate (\$) / activity
Mileage	\$0.70 / Mile

2025 HOURLY RATES

Senior Principal	\$275.00	Cx - Sr. Project Manager	\$250.00
Sr. Project Manager	\$250.00	Cx - Project Manager	\$200.00
Principal	\$225.00	Cx - Agent	\$175.00
Project Manager	\$200.00	Cx - Engineer	\$155.00
Project Engineer	\$155.00	Cx - Technician	\$130.00
Design Engineer	\$130.00	Cx - Field Tech	\$85.00
Senior Designer	\$145.00		
Designer	\$120.00		
CAD Technician	\$85.00	Administration	\$95.00

Fee Schedule

Threshold Acoustics' hourly rates (subject to reasonable annual escalation):

Partners	\$250 - \$285.
Principal Consultants	\$200 - \$225.
Senior Consultants	\$185.
Consultants	\$150.
Technical Staff	\$125.

ADMIN OFFICE

6600 Manor Hill Court
Chapel Hill, NC 27516

USA (919) 929 7443
CAN (647) 556 6017

theatrecc.com
info@theatrecc.com

Theatre Consultants Collaborative

30 Oct 2025

SCHEDULE OF HOURLY RATES

The current hourly rate for all TCC consultants – all of whom are principal level advisors – is US\$220.

