



AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

Client: Brookings School District 5-1
2130 8th Street South
Brookings, SD 57006

Date: June 15, 2021
Project #: 2947.21

Client's Representative:
Dr. Klint Willert
Superintendent

Architect's Representatives:
Mitchell Aldinger, AIA
Principal Architect
Steve Jastram, AIA
President

Project Name / Location:
Medary Elementary and Hillcrest Elementary Schools Feasibility Study & Building Assessment

Medary Elementary School, 718 5th Street South, Brookings, SD 57006
Hillcrest Elementary School, 304 15th Avenue, Brookings, SD 57006

Scope/Intent and Extent of Service:

Architecture Incorporated shall provide professional Architectural/Engineering and Educational Consulting services for a preliminary Feasibility Study and Building Assessment to include the following:

1. Assist the district in determining facility needs by conducting, analyzing, and projecting enrollment and demographic data to include the cities of Brookings, Aurora, and the surrounding rural areas served by the Brookings School District. This item shall include giving recommendations for District boundaries to better reflect the needed sizes for both Medary and Hillcrest.
2. Conduct meetings with stakeholders to identify the current and future needs of the district to include assessment at educational adequacy and programming such as mass customized learning, potential early childhood education, and other related district educational needs (i.e. ELL, Special Education, etc.).
3. Conduct an analysis that will assist the district with the development of a strategic plan for both schools and provide financial planning options for facility renovations, expansions, and/or replacement of both facilities.
4. Conceptualize and present facility deferred maintenance needs including life expectancy of current infrastructure and related options and timelines to address deferred maintenance items.
5. Conceptualize options based on the comprehensive facility plan and present at public meetings to assist the district with facility decision making.
6. Professional services will include the feasibility study, building assessment, the development of initial schematic design concept options (to include concept site plans and floor plans), and preparation of a Statement of Probable Construction Cost.
7. Upon completion of the Feasibility Study and Building Analysis, the Client shall select a construction delivery method. The Architect shall prepare an agreement using the appropriate AIA Contract Document based on the selected procurement method for the remaining phases of the project(s).
8. The Feasibility Study and Building Assessment shall be completed by August 31, 2021.

Fee Arrangement:

Compensation for Architectural/Engineering/Educational Consulting services for the Feasibility Study and Building Assessment shall be a lump sum of Fifty Thousand dollars (\$50,000). Reimbursable expenses are in addition to professional fees and are billed at cost. Reimbursable expenses include printing/mailing of large format plans and renderings for the Client's use. Mileage is not considered a reimbursable expense. The Architect shall apply compensation for the feasibility/assessment phase services of Fifty Thousand dollars (\$50,000) towards the total Architectural/Engineering fee for the design and construction administration of the selected options if authorized to proceed. Total fees for the Medary/Hillcrest project shall be \$140,000.00 plus 5.5% of the total construction cost over \$2,000,000.00.

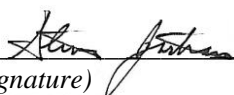
Special Conditions:

Services do not include: Civil site survey, soil borings and geotechnical investigation, construction materials testing or testing as required by the International Building Code, asbestos/hazardous materials testing or preparation of abatement drawings or specifications.

Terms and conditions on the reverse of this form are a part of the Agreement.

Offered by:
Architecture Incorporated, by:

Accepted by:
Brookings School District 5-1, by:



(Signature) 6/29/2021

(Date)
Steve Jastram, AIA

President
(Printed Name / Title)

(Signature) _____
(Date)

(Printed Name / Title)

TERMS AND CONDITIONS

The Firm shall perform the services outlined in this agreement for the stated fee arrangement. Architecture Incorporated represents that the services furnished under this agreement will be in accordance with generally accepted professional practices. Architecture Incorporated makes no warranty or representation expressed or implied.

Fee:

Where the fee arrangement is to be on an hourly basis, the billing rates shall be those that prevail at the time services are rendered. The Architect's hourly rates are reviewed annually. Present hourly billing rates are as follows:

Senior Principal Architect	\$200.00/Hr.	Principal Architect	\$165.00/Hr.
Principal Architect	\$160.00/Hr.	Principal Contract Administrator	\$160.00/Hr.
Architect	\$150.00/Hr.	Architect	\$125.00/Hr.
Project Designer	\$105.00/Hr.	Project Designer	\$90.00/Hr.
Project Designer	\$85.00/Hr.	Senior Project Coordinator	\$140.00/Hr.
Draftsperson	\$75.00/Hr.	Interior Designer	\$105.00/Hr.
Interior Designer	\$95.00/Hr.	Interior Designer	\$85.00/Hr.
Administrative	\$85.00/Hr.	Reimbursable Expenses	At Cost

Billings/Payments and Late Payments:

Invoices for the Firm's services shall be submitted monthly as services are completed. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 45 days, the Firm may, without any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18% true annual rate), at the sole election of the Firm. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Copyright and License: The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights including copyrights. The Architect grants to the Client a nonexclusive license to use the Architect's Instruments of Service solely and exclusively as a basis for determining the scope of the Project, provided that the Client performs all of its obligations, including prompt payment of all sums due. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. If the Architect terminates this agreement for cause, the license granted herein shall terminate. In the event the Client uses the Instruments of Service without retaining the authors of the Instruments of Service, the Client releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses.

Termination of Services:

This agreement may be terminated by the Client or the Firm, should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination and all reimbursable expenses incurred.

Limitation of Liability:

Neither the Architect, the Architect's consultants nor their agents or employees shall be jointly, severally or individually liable to the Client in excess of the compensation to be paid pursuant to this agreement by reason of any act or omission including breach of contract or negligence not amounting to a willful or intentional wrong.

Applicable Laws:

Unless otherwise specified, this agreement shall be governed by the laws of the State of South Dakota.

Claims and Disputes: The parties shall seek to resolve any claim, dispute, or other matter arising out of this Agreement through direct negotiation at a meeting of the senior management of the Client and the Architect as a condition precedent to mediation. Thereafter, the Architect and Client may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon by the Architect and Client.