



**AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES**

**Client:** Brookings County Commission  
520 Third Street, Suite 210  
Brookings, SD 57006

**Date:** August 28, 2020  
**Project #:** 2899

**Client's Representatives:**  
Stacy Steffensen  
Commission Department Director

**Architect's Representative:**  
Andrew Eitreim, AIA  
Principal Architect

Angela Boersma  
Commissioner

Dallas Willman, NCIDQ  
Interior Designer

**Project Name / Location:**  
Brookings County Finance Office Reception Desk Modifications  
Brookings, SD

**Scope/Intent and Extent of Service:**

Architecture Incorporated shall provide professional Architectural and Interior Design services to modify and repair damaged areas of the existing reception desk located in the Brookings County Finance Office in order to provide additional safety to patrons and staff. Services will include Schematic Design, Design Development, preparation of Construction Documents, and construction administration services to coordinate with Client's contractor.

Scope-of-Services will include:

1. Initial meeting with stakeholders to determine user requirements.
2. Prepare two – three design options including material cost comparisons and provide up to two site visits to review with Client.
3. Revise selected option based on Client feedback.
4. Prepare final deliverables to include: floor plan, interior elevations, section details, and specifications noted on the floor plan suitable for construction.
5. Provide construction administration services during construction to include up to three on-site construction meetings, review of contractor submittals and shop drawings, one site visit to prepare a Substantial Completion report.

**Fee Arrangement:**

Compensation for Architectural/Interior Design services shall be billed on an hourly basis not-to-exceed Six Thousand Five Hundred dollars (\$6,500). Reimbursable expenses are in addition to professional fees and are billed at cost. Reimbursable expenses include applicable sales tax, printing and mailing of the construction documents.

**Special Conditions:**

Services do not include: Mechanical, Electrical, Structural, or Civil Engineering services.

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

**Offered by:**  
Architecture Incorporated, by:

**Accepted by:**  
Name, by:

  
\_\_\_\_\_  
(Signature) August 28, 2020 (Date)

\_\_\_\_\_  
(Signature) (Date)

Andrew Eitreim, AIA  
Vice President  
\_\_\_\_\_  
(Printed Name / Title)

\_\_\_\_\_  
(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 rates shall be those that prevail at the time services are rendered. Present rates are as follows:

Senior Principal Architect	\$195.00/Hr.	Principal Architect	\$160.00/Hr.
Principal Architect	\$150.00/Hr.	Principal Contract Administrator	\$150.00/Hr.
Architect	\$120.00/Hr.	Architect	\$100.00/Hr.
Project Designer	\$100.00/Hr.	Project Designer	\$90.00/Hr.
Project Designer	\$85.00/Hr.	Senior Project Coordinator	\$130.00/Hr.
Project Coordinator	\$85.00/Hr.	BIM Manager	\$105.00/Hr.
Draftsperson	\$75.00/Hr.	Interior Designer	\$100.00/Hr.
Interior Designer	\$95.00/Hr.	Interior Designer	\$75.00/Hr.
Administrative	\$85.00/Hr.	Administrative	\$65.00/Hr.
Reimbursable Expenses	At Cost		

### Billings/Payments and Late Payments:

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 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.

### Indemnification:

The Client shall indemnify and hold harmless the Firm and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expenses is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Firm), or anyone for whose acts any of them may be liable.

### 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 or of \$50,000, whichever is greater 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.