

**AN AGREEMENT FOR THE PROVISION
OF ARCHITECTURAL PROFESSIONAL SERVICES**

Date: 04NOV25

Architect:

Reifsteck Reid & Company Architects
d/b/a Reifsteck Wakefield Fanning & Company
909 Arrow Road
Champaign, IL 61821
PH 217-351-4100

Client:

Champaign County Board
Contact: Michelle Jett, Director of Administration
mjett@champaigncountyil.gov

Project Description/Location:

Champaign County Courthouse Roof Assessment

Project 202563

1. Basic Professional Services to be performed:

Reifsteck Reid & Company Architects d/b/a Reifsteck Wakefield Fanning & Company will field survey, document and perform a general analysis of existing roof conditions at the Champaign County Courthouse (original building and annex). An estimate of general life expectancy and probable construction cost for repair/replacement will be provided. Documentation will be presented in a report through photos and written descriptions.

It is understood that work in this study is preliminary in nature and is to be used to help define the eventual extent of the project. Mechanical, electrical, plumbing, and structural analyses are not included. Fees for a lift are not included. It is assumed that all roof areas can be accessed via a roof hatch.

Basis of Compensation:

2.1 For basic services as described in paragraph 1, basic services shall be computed as follows: **Fixed fee of \$6,500.** In addition, we would invoice for copies/printing of reports and drawings, not to exceed \$100.

2.2 For project representation beyond basic services as outlined in paragraph 1, compensation shall be computed as follows: At negotiated rates.

3. Terms and Conditions:

3.1 The terms and conditions on the reverse of this form are a part of this Agreement.

LIMITATION OF LIABILITY:

In recognition of the relative risks and benefits of the Project to both the Client and the Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architects officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any clause, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and Architects officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$ 10,000, or the Architect's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

3.3 **HAZARDOUS MATERIALS SURVEY** The Owner is responsible for furnishing services for evaluation of hazardous materials, including determining the presence of asbestos and lead-based paint. If such materials are present, the Owner is responsible for their abatement.

Offered by:

E. Reifsteck.

(Signature)

Elsa Reifsteck, Principal

(Printed name and title)

Reifsteck Wakefield Fanning & Company

Accepted by: *

Michelle Jett

(Signature)

Michelle Jett, Director

(Printed name and title)

*The undersigned hereby states that they are the Client or duly authorized agent of the Client of the above described property and that the terms and conditions stated above are understood by them and herewith agreed to and accepted. You are hereby authorized and directed to proceed with the work outlined above.

TERMS AND CONDITIONS

To assure an understanding of matters related to our mutual responsibilities these terms and conditions for professional architectural services are made a part of this agreement:

COMPENSATION:

The total fee, if stated as an estimated fee, shall be understood to be an estimate, and shall not be exceeded by more than ten percent without written approval of the Client. Where the fee arrangement is to be on an hourly basis for which an hourly rate schedule will be provided.
Mech/Elect/Structural Consultants 1.2 times amount invoiced architect

REIMBURSABLE EXPENSES:

The actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams, and reproduction or printing. Reimbursable expenses will be invoiced at 1.2 times the amount billed the architect. Mileage will be invoiced at \$0.575/mile. In office copies will be invoiced at \$0.10 each (b/w) and \$0.50 each (color). In office printing of drawings will be invoiced at \$0.20/sf b/w and \$1.00/SF color.

JOB SITE SAFETY:

Neither the professional activities of the Architect, nor the presence of the Architect or its employees and sub-consultants at a construction/project site, shall impose any duty on the Architect, nor relieve the General Contractor of its obligations, duties and responsibilities including but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Architect and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health and safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Clients Contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, the Architect and the Architect's sub-consultants. The Client also agrees that the Client, the Architect and the Architect's Consultant's sub-consultants shall be made additional insureds under the General Contractor's policies of general liability.

TIME OF PAYMENT:

The Architect may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for architectural services will be due and payable thirty (30) calendar days from the issuance of the Architect's statement. If the Client fails to make any payment due the Architect for services and expenses within the time period specified, a service charge of 1 % per month will be added to the Client's account. This is an annual rate of 12%.

AUTHORITY AND RESPONSIBILITY:

The Architect shall not guarantee the work of any Contractor or Subcontractor. The architect shall not supervise nor have control over or charge of, nor be responsible for, the construction means, methods, procedures, techniques, sequences procedures, or for safety precautions and programs in connection with the Work since these are solely the responsibility of the Contractor. The Client acknowledges that the architect's presence at the site does not constitute supervision of the construction project. The Architect has no stop work authority.

TERMINATION:

This agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as for legal, unavailability of adequate financing or major changes in the work. In the event of any termination, the Architect will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 2.5 (if not previously provided for) plus reimbursable expenses, plus reasonable termination costs.

REUSE OF DOCUMENTS:

All documents including drawings and specifications furnished by Architect pursuant to this Agreement are instruments of his services in respect of the work. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaptation will be at Client's sole risk, and without liability of Architect, and Client shall indemnify and hold harmless architect and his consultants from all claims, damages, losses and expenses including attorneys fees arising out of or resulting therefrom. Any such verification or adaptation will entitle architect to further compensation at rates to be agreed upon by Client and Architect.

ESTIMATES OF COST:

Since the Architect has no control over the cost of labor, materials or equipment or over a Contractor(s) method of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost or Construction Cost that may be provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Architect cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him if the Client wishes greater assurance as to the Construction Cost, he shall employ an independent cost estimator.

MEDIATION AND LITIGATION:

Should any claim arise between the Owner and Architect, the parties agree to submit such claims to mediation, as a condition precedent to litigation. Mediation shall be conducted by and under the rules of the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. Should the parties fail to resolve the claim through mediation, the claim may then be litigated. Nothing contained in the Agreement shall prevent the Architect from filing any lien arising out of the Architect's services to comply with notice and filing deadlines prior to resolution of the claim by mediation or litigation. The parties agree to be subject to the jurisdiction of Champaign County of the State of Illinois. All mediation and litigation shall be filed and take place in said jurisdiction, regardless of where the project is built.

CLIENT PROVIDED INFORMATION: The Architect shall be entitled to rely on the accuracy and completeness of any information provided to the Architect by the Client or the Client's consultant. The Architect shall not review said information for accuracies.

ENTIRETY OF AGREEMENT:

This agreement represents the entire and integrated agreement between the Client and 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 Client and Architect.

APPLICABLE LAWS:

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