

## Agreement for Professional Services (Owner-Architect)

Made as of the 17th day of June in the year of 2020.

**BETWEEN THE OWNER:** Pana CUSD #8  
14 W. Main St.  
Pana, IL 62557

**AND THE ARCHITECT:** BLDD Architects, Inc.

**FOR THE PROJECT:** Ten Year Health and Life Safety (HLS) Survey  
Pana High School

**BLDD PROJECT:** 206EX20.400

**PROJECT DESCRIPTION:** Survey Pana High School noting code violations and developing a report of findings to meet the School District's obligations under the Illinois School Code.

**SCOPE OF WORK:** We propose to provide architectural services as required to survey Pana High School, note code violations, and develop a report of finding pursuant to the Illinois School Code requirements for the Ten-Year-Survey Report. Services include:

- Survey Pana High School
- Note code violations
- Develop reports, drawings, and estimates of the findings pursuant to the Illinois School Code requirements for the Ten-Year Survey Report
- Review reports with the District
- Submit the reports to the IWAS system

**PROFESSIONAL FEE:** Fixed fee of Five Thousand Dollars (\$5,000)

Reimbursable Expenses shall be in addition to the Professional Fee and shall be billed at one and one-tenth (1.10) times amount invoiced to the Architect.

**PAYMENT TERMS:** See attached Terms & Conditions

**THE TERMS AND CONDITIONS ATTACHED HERETO ARE INCORPORATED AND MADE A PART OF THIS AGREEMENT.**

The Standard Hourly Billing Rates attached hereto are incorporated and made a part of this Agreement.

**OFFERED BY:**  
BLDD Architects, Inc.



(signature)

Todd Cyrulik, AIA /Principal

printed name/title

**ACCEPTED BY:**  
Pana CUSD #8

(signature)

printed name/title



## TERMS AND CONDITIONS

**Performance of Services:** The Architect shall perform the services outlined in consideration of the stated fee and payment terms.

**Standard of Care:** Services provided by the Architect under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**Additional Services:** For additional services not included above, the Architect shall be compensated as follows: On an hourly rate basis in accordance with the Architect's Schedule of Standard Hourly Rates, unless mutually agreed otherwise.

**Access to Site:** Unless otherwise stated, the Architect will have access to the site for activities necessary for the performance of the services. The Architect will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost for restoration of any resulting damage and will not be responsible for such costs.

**Billing/Payment:** The Client agrees to pay the Architect for all services performed and all costs incurred. Invoices for the Architect's services shall be submitted, at the Architect's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, the Architect may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services. Payment of invoices is in no case subject to unilateral discounting or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, the Architect may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

**Reimbursable Expenses:** Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and its employees and consultants directly related to the Project. Reimbursable expenses shall be billed at one and one-tenth (1.10) times the amount invoiced to the Architect.

**Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Architect, its officers, directors, employees, agents and consultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Architect.

**Waiver:** In addition, the Client agrees, to the maximum extent permitted by law, to waive any claims against the Architect arising out of the performance of these services, except for the sole negligence or willful misconduct of the Architect.

**Information for the Sole Use and Benefit of the Client:** All options and conclusions of the Architect, whether written or oral, and any plans, specifications or other documents and services provided by the Architect are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Architect. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Architect or the Client. All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto.

**Certifications, Guarantees and Warranties:** The Architect shall not be required to execute any document that would result in the Architect certifying, guaranteeing or warranting the existence of any conditions.



**Limitation of Liability:** In recognition of the relative risks, rewards and benefits of the project to both the Client and the Architect, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Architect's total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the fee received. Such causes included, but are not limited to, the Architect's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

**Dispute Resolution:** Any claims or disputes between the Client and the Architect arising out to the services to be provided by the Architect or out of this Agreement shall be submitted to non-binding mediation. The Client and the Architect agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

**Termination of Services:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Architect for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

**Assignment:** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including, but not limited to, monies that are due or monies that may be due) without the prior written consent of the other party.