

CREAL CLARK & SEIFERT

ARCHITECTS / ENGINEERS, INC.

April 29, 2022

Atchison County Community Schools
c/o Dr. Andrew Gaddis, Superintendent of Schools
306 Main Street, Effingham, KS



RE: Effingham USD #377 Elementary School – Kindergarten Renovations

Dear Dr. Gaddis,

Thank you for the opportunity to meet with you regarding the above reference project. Per our previous conversations I am pleased to provide the following **Proposal for Architectural / Engineering Services:**

Description of Project: The project consists of a Facility Renovations of the existing mini-gym space at the elementary school to convert to kindergarten classroom space. The renovations include the existing locker room areas to be converted to toilet rooms for use by the new classroom areas.

Scope of Services:

Base Scope: We will field measure the existing facility and develop Construction Documents for the facility renovations. Documents shall include details as required for bidding construction and submission to the State of Kansas Architects Office.

Alternate Scope of Services: Contract Administration: We will assist with advertising, bidding, evaluation, contract development, and contract administration including material submittals, observation, and punch list / close out.

Compensation:

Base Scope:

Services as described above shall be a Guaranteed Maximum, Not-to-Exceed, Thirteen Thousand (\$13,000.00) Dollars.

Alternate Scope of Services:

Services as described above shall be a Guaranteed Maximum, Not-to-Exceed, Four Thousand (\$4,000.00) Dollars.

Fees for all services shall be billed monthly at the following hourly rates:

Principal	\$150/hour	Sr. Designer	\$95/hour
Architect 1	\$140/hour	Interior. Designer	\$90/hour
Architect 2	\$125/hour	Arch / Eng. Designer	\$85/hour
Sr. Engineer	\$140/hour	Clerical	\$55/hour
Engineer 1	\$130 / hour		

Proposed Deliverables: The Deliverables for the above Scope of Work shall include electronic file (PDF) along with Five Full Size Sets of the above listed documents

Additional Services: Any additional services required shall be compensated hourly, based on our current fee schedule, or negotiated as a lump sum.

Exclusions:

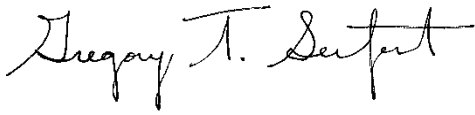
No Hazardous Material Identification or Abatement is included

Site Topographic and Boundary Survey is not included but may not be required

Limits of Liability: In recognition of the relative risks and benefits of the project, to the Client and Architect/Engineer, the risks have been allocated such that the Client agrees to the maximum extent permitted by law, to limit the Architect/Engineer's liability for client damages to the sum of the Architect/Engineer's Insurance limits. This limitation shall apply regardless, or the cause of action or legal theory asserted.

Please call if you have questions or need anything else. Thank you for working with Creal Clark & Seifert Architects/Engineers Inc.

Sincerely,

A handwritten signature in black ink that reads "Gregory T. Seifert". The signature is fluid and cursive, with the first name "Gregory" and last name "Seifert" clearly legible.

Gregory T. Seifert, AIA, LEED Green Assoc.
Principal, Architect

GTS

Enc. Contract Supplement

1. Services: This agreement is entered into between Client and Creal Clark and Seifert ("Consultant") wherein Client engages Consultant to provide professional service ("Services") in connection with the project described herein. Client agrees that services not specifically described in the Scope of Services identified in Consultant's proposal are not included in the Scope of Services described by the Consultant. This Agreement including the proposal, these General Conditions, Consultant's Addenda and Fee Schedule, represents the entire Agreement between the parties and supersedes any and all agreements between the parties, either oral or in writing, including any purchase or work order issued by Client.

2. Payment: Client shall be billed on the last day of each month. Invoices are to be paid by the 10th day following month. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late fee of 1½ % per month from the date of invoice. Additionally, Consultant may, upon five (5) calendar days' notice to Client, suspend all Services until paid in full and may terminate agreement.

3. Work: Services provided under this Agreement, including all reports, information, recommendations, or opinions ("Reports") prepared or issued by Consultant, are for the exclusive use and benefit of Client in connection with the Project, are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client for any purpose other than the project. Client will not distribute or convey such Reports to any other persons or entities without Consultant's prior written consent which shall include a release of Consultant from liability and indemnification by the third party or client. Consultant's reports, specifications, field data, drawings and other work are part of Consultant's professional services, do not constitute goods or products and are copyrighted works of Consultant. However, such copyright is not intended to limit the Client's use of its work in connection with the project.

4. Standard of Care: Consultant will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession practicing in the same locality under similar circumstances at the time the services are performed. If, due to the Consultant's negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents not to include actual capital / construction costs. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project. This agreement creates no other representation, warranty, or guarantee, express or implied.

5. *Construction Observation: If included in Services, Consultant's services during construction shall be limited to observation of construction operations. Consultant shall not be responsible for constant or exhaustive inspection of the work, the means and methods of construction or the safety procedures employed by Client's contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction deficits, deficiencies or omissions in the Contractors work may occur. Client shall hold its contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty hereunder is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Consultant at least twenty-four (24) hours in advance of any observations required by the construction documents.

6. Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages or any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed the insurance limits. 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.

7. Dispute Resolution: The parties shall attempt resolution of any dispute arising under or related to the Agreement by mediation. Notwithstanding the foregoing, in the event of Client non-payment, Consultant may, as its sole option, waive mediation. Either party may demand mediation by serving a written notice on the other party stating the essential nature of the dispute. The mediation shall be conducted in accordance either the AAA Construction Industry Medallion Rules then in effect within forty-five (45) days from the service of notice. The parties shall share the fees equally. If mediation fails, either party may institute litigation in the state or federal court of the county which the Consultant's office issuing the proposal is located. The prevailing party shall be entitled to reasonable attorney's fees, costs, including costs incurred in the mediation and costs of enforcement of any judgment. The parties expressly waive any statute of limitations for a longer period of time and agree that any action shall be brought within one year from the date of Consultant's final invoice. The parties expressly waive any and all rights to a trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other with respect to any matter relating to, arising out of or in any way connected with the Agreement

8. Changed Conditions: If during the course of performance of this Agreement conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify the Client of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate the Agreement and Consultant shall be paid for the services through the date of termination.

9. Governing Law: The laws of the State where the Agreement was entered into shall govern interpretation of this Agreement. If any term is deemed unenforceable, the remainder of the Agreement shall stay in full force and effect.

10. Additional Provisions: Neither party may assign its interest in the Agreement without the prior written consent of the other. Any modification to this Agreement will be effective only if it is in writing signed by the party to be bound, except that if the Consultant has performed services in reliance on Client's verbal approval to proceed. Client shall be bound by such verbal approval. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. This Agreement may be in counterpart. The Service Order rider as attached is incorporated by reference

*Construction Observation as outlined in Paragraph 5 of this Agreement is ___ / is not ___XXX_ included.

Charges will be billed to the above signed. By signing/initialing this agreement, you agree to be responsible for the payment of all invoices relating to this project. You also acknowledge receiving, reading, and agreeing to the Creal Clark & Seifert General Conditions outlined above.

Initial/Date:

CCSAE Representative  Date: 4 / 29 / 2022

Atchison County Community Schools _____ Date: _____