

---

**Agreement** made this 16th day of July in the year Two Thousand Twenty-Four between Uda Architecture + Design, identified as Architect and Pennington County Highway Department, identified as Owner for the following project:

***Pennington County Highway Department Overhead Crane***

The Owner and Architect agree as follows:

**ARTICLE 1 ARCHITECT'S RESPONSIBILITIES**

The Architect shall provide architectural services for the project as described in the letter proposal.

The Architect shall perform its services consistent with the professional skill and care ordinarily provided by an Architect practicing in the same or similar locality under the same or similar circumstance. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect makes no warranties, either express or implied, with respect to services provided under this Agreement.

**ARTICLE 2 OWNER'S RESPONSIBILITIES**

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the Construction Work and to provide price information.

**ARTICLE 3 USE OF DOCUMENTS**

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion for the construction for the Project, provided that the Owner substantially performs its obligations under this Agreement, The Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information or has permission from the copyright owner to transmit the information for its use on the Project.

**ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT**

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven day's written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the substantial Completion.

**ARTICLE 5 MISCELLANEOUS PROVISIONS**

This agreement shall be governed by the law of the place where the Project is located. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

For any change in the Project caused by the Architect, the Architect shall not be responsible for the costs associated with the change to the extent the costs would have otherwise been incurred by the Owner had the act or omission by the Architect, resulting in the change, not occurred.

#### ARTICLE 6 LIMITATION OF LIABILITY

The Owner understands and acknowledges that the Work poses certain risks to the Architect and the Owner. Owner further acknowledges and agrees that the amount of risk that the Architect accepts by this Agreement is commensurate with the amount of compensation received under this Agreement for the Work. The Architect's fee for the Work is based on and reflects the Owner's agreement to limit Architect's liability as described below. Owner specifically acknowledges and agrees that without this consent to limit Architect's liability, the Architect's fee would be significantly higher to accommodate Architect for the risks posed by the Work and entering into this Agreement. Owner acknowledges its right to discuss this provision with legal counsel and negotiate with Architect regarding this provision and the proposed fee.

In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect, and the Architect's officers, employees, owners and subconsultants for any and all claims, losses, costs, damages or any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect, the Architect's officers, employees, owners and subconsultants shall not exceed the total compensation received by the Architect or \$31,560.00, whichever is greater. The Owner may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate the Architect for assuming the greater risk.

#### ARTICLE 7 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's compensation shall be the base amount as described in the proposal, plus reimbursable expenses and applicable state and local taxes. The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten (10) percent.

Invoices will be submitted monthly for services performed and reimbursable expenses, and are due within twenty (20) days of the invoice date. Invoices shall be considered **past due** if not paid within thirty (30) days after the invoice date, and the Architect may suspend or terminate the performance of the services until such time as payment in full is received. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate of 1.5% monthly.

The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding resolution proceeding.

#### ARTICLE 8 SCOPE OF THE AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Architect. This agreement may be amended only by written instrument signed by both the Owner and the Architect.

This Agreement is comprised of the following documents identified below:

- .1 Uda Architecture + Design Letter Proposal
- .2 Uda Architecture + Design Agreement for Limited Professional Services

Uda Architecture + Design

Jerry D. Eisenbraun  
Digitally signed by Jerry D. Eisenbraun  
DN: cn=Jerry D. Eisenbraun, email=jerry@udarchitects.com,  
reason=John 121163  
Date: 2024.07.26 08:00:34-0500


Architect's Representative (Signature)

Jerry D. Eisenbraun  
(Printed name and title)

7/16/24

Date

OWNER



Owner (Signature)

Joseph Miller, Highway Superintendent

(Printed name and title)

07/23/2024

Date

July 17, 2024

Joe Miller, Highway Superintendent  
3601 Cambell Street  
Rapid City, SD 57702

Re: Pennington County Highway Department  
New Overhead Crane  
Rapid City, South Dakota  
Uda # 24135P

Dear Joe:

Please accept this letter as the proposal for Uda Architecture + Design to complete the design and construction documents for a new overhead crane at the existing Pennington County Highway Department Administration and Shop building. This proposal includes architectural, electrical engineering (Skyline Engineering), and structural engineering (Albertson Engineering). This proposal is based on our meeting on site on 7/11/24 and our understanding of the project.

**Scope of the Project:**

The project consists of a new 5-ton overhead crane installed within the west portion of the welding bay at the existing Highway Department building. Crane information was received for design consideration. Crane is expected to be a post mounted bridge crane and laterally supported by the existing uninsulated precast walls. Early review indicated that the crane post foundations may be able to be cast atop the existing 8" concrete floor slab, and will be confirmed.

We understand that the desire is to bid this project yet this calendar year.

**Scope of Services:**

Construction Documents: Produce a set of complete construction documents (drawings and specifications) that can be used for subcontractor bidding and construction. Uda Architecture + Design will coordinate the drawings and specifications of all of the disciplines (including electrical, and structural) to ensure the delivery of a complete set of construction documents. Design will coordinate to maintain existing wall mounted HVAC ductwork and welding exhaust system and therefore omitting any mechanical design requirements. We have included our consultant's fees and scope to further clarify scope of work.

Bidding: Provide standard bid related services to assist in obtaining bids from General Contractors. These services would include, but not be limited to, conducting a Pre-Bid Conference, answering bidders questions, and issuing addenda items, etc

Construction Administration: Provide typical Construction Administration Phase services, which would include, but not be limited to, conducting a Pre-Construction Conference, visiting the project during construction to ensure that the intent of the Construction Documents is met, review shop drawings/submittals, answering contractor questions, reviewing contractor pay applications, issuing any change orders, conduct a punchlist inspection when the project is substantially complete, and conduct a final inspection. This phase includes three site visits.

**Proposed Fees:**

Uda Architecture + Design will complete the Scope of Services listed above for a lump sum fee of **Thirty-One Thousand, Five Hundred Sixty Dollars (\$31,560.00)** plus 6.2% tax applicable taxes (\$1,956.72). All typical in office printing, copies, and mileage expenses are included in this lump sum. Printing at third party printing businesses for the owner or contractor will be billed at their direct cost to Uda Architecture + Design.

A breakdown of the fee by discipline for construction documents:

Architectural Fee:	\$ 12,160.00
Electrical Fee:	\$ 11,200.00
Structural Fee:	<u>\$ 8,200.00</u>
Total	\$ 31,560.00

I hope that this proposal meets with your anticipated needs. Please feel free to call with any questions or to discuss the details of this proposal. If this proposal is acceptable, we will forward a contract for signatures. This proposal is valid for 60 days.

Uda Architecture + Design,

Jerry D. Eisenbraun  
Project Manager