

**Michael J. Siggins, Architect, LEED AP**

560 West Hillside Avenue  
State College, Pennsylvania 16803  
Michael J. Siggins, Sole Proprietor

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April 14, 2014

Mr. Ken Bean Jr.  
Director of Fiscal Affairs  
Bellefonte Area School District Central Office  
318 North Allegheny Street  
Bellefonte, PA 16803

REFERENCE: Football Field ADA Analysis  
Bellefonte Area High School  
830 East Bishop Street  
Bellefonte, PA 16823  
PROJECT NO: 14007

Dear Mr. Bear;

This letter will serve as an agreement between Michael J. Siggins (hereafter referred to as “the Architect”) and the Bellefonte Area School District (hereafter referred to as “the Client”) for professional architectural design services for the project referenced above.

**GENERAL PROGRAM**

It is my understanding that you wish to have the Architect prepare and present a report concerning the ADA (American’s with Disabilities Act) improvements that may be required for the existing Bellefonte Area High School football field bleachers. The report will include all of the improvements required for football field bleachers to conform with the latest ADA requirements for accessibility including parking, access paths/ walkways, and toilet, ticket and vending facilities. The report will indicate suggested phasing and procedures for implementing these ADA improvements. The report will be presented by the Architect to the Bellefonte School Board at a May 15, 2014 meeting.

Existing Conditions- The Architect will conduct field visits to the site to verify the existing conditions from field measurements and photographs taken by the Architect, and, if they exist, drawings of existing conditions provided to the Architect by the Client. This is not a survey of the property which can only be performed by a licensed surveyor. From the information collected during the field visits, the Architect will develop strategies to address the ADA issues listed above.

**EXCLUSIONS**

The following are not included in the scope of professional architectural services provided under this agreement:

1. Design and construction documents and construction administration services.
2. Construction Management and Construction Contracting services.
3. Payment for zoning and building permit fees and any other fees associated with municipal approval of this Project. These will be paid by the Client.
4. Costs for testing and removal of hazardous materials, geotechnical investigation, preparation of a property Survey and land development plans, material testing and code required special inspections, if required, will be paid by the Client and will be performed by others under separate agreements between the Client and the entities performing the services.

**REMUNERATION**

Compensation for professional architectural design services as described above shall be based on an hourly rate of \$75.00 per hour towards a maximum fee of \$1,500.00 (20 hours).

**ADDITIONAL CONTRACT PROVISIONS**

1. REIMBURSIBLE EXPENSES- Reimbursable expenses shall include the cost of document reproduction, postage and courier fees. Reimbursable expenses will be charged in addition to the fee quoted in "Remuneration" above.
2. Payment for professional architectural design services shall be made monthly as work on the Project progresses. The monthly invoices will be based upon hourly rates and actual hours for the period of work. Invoices for all professional architectural services provided are due "Net 30 Days." Past due invoices are subject to finance charge of 1.5% per month (annual 18%). The Client agrees to pay all fees and costs of collections including attorney's fees.
3. It shall be understood that the Client agrees to limit the Architect's liability to the Client due to the Architect's negligent acts, errors, or omissions, such that the total aggregate liability shall not exceed the Architect's total fee for the services rendered on the Project.
4. RELEASE CLAUSE- Upon mutual agreement between the Client and the Architect, this Agreement can be terminated during the course of this Project. If the Agreement is terminated during a monthly billing cycle, the Architect shall bill the Client for any hours or reimbursable expenses incurred by the Architect up during that month up to the time of Agreement termination.
5. NON-EXCLUSIVITY CLAUSE- This Agreement does not bind the Architect to work exclusively for the Client. It is understood by the Client that the Architect will be providing professional architectural services to other clients concurrently with the professional architectural services that the Architect is providing for the Client during the time that the terms of this Agreement are in effect.
6. This Agreement will serve as a legal and binding contract subject to the laws of the Commonwealth of Pennsylvania, between the parties whose signatures appear below, for the professional architectural services described herein.
7. This agreement will be considered in effect at the time of signing by both parties. This Agreement will remain in effect until the date on which the Architect receives final payment or if the Agreement is terminated as per the provisions of the "Release Clause" of this Agreement.
8. If any provision of this agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

To indicate that the conditions stated above are acceptable, please sign two copies and return one copy of this Letter of Agreement to me. If you have any questions please call me. (814) 360- 8250

Respectfully Submitted,  
Michael J. Siggins, Architect, LEED AP

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Michael J. Siggins, Architect, LEED AP

\_\_\_\_\_  
Date

Accepted by the Client

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Signature, Mr. Ken Bean Jr., Director of Fiscal Affairs  
Bellefonte Area School District

\_\_\_\_\_  
Date