



OA4-2020 – Owner/Architect Agreement For Architectural Services (Lump Sum Fee Compensation)

CAUTION: THIS DOCUMENT HAS LEGAL CONSEQUENCES. ALA recommends that the parties seek the advice of their attorney(s) prior to executing or modifying this Agreement. By executing this Agreement, the parties assume sole and complete responsibility for the content contained hereinafter.

1.0 AGREEMENT: This *Agreement* is made and entered into this 2 day of December, 2023 ,
by Kimberly School District #414 (the “Owner”)
and Laughlin Ricks Architecture (the “Architect”).

1.1 Owner’s Name: Kimberly School District #414
Address: 141 Center Street West,
City, State, Zip: Kimberly, ID 83341
Phone number: 208.423.4170
Cell number:

1.2 Architect’s Name: *Laughlin Ricks Architecture, LLC*
Address: 134 3rd Avenue E
City, State, Zip: Twin Falls, ID 83301
Phone number: 208.736.8050
Cell number:

2.0 PROJECT: The project is *an addition to the Ag Shop. +/-3,950 Square Feet Pre-engineered insulated building 42’ wide x 94’ long. 19’ eave. Concrete slab on grade with concrete footings and foundation. 8’ high CMU exterior to match the existing facility. (1) 14’ x 16’ overhead door and (3) 3’ x 7’ man doors. Upgrade the existing electrical service and provide power, lights and data. HVAC for the existing shop and the new shop. Plumbing per programming. Site grading, site concrete and site paving will be included. Storm water retention.*

3.0 BASIC SERVICES: The Architect agrees to perform basic services on behalf of the Owner, including usual and customary mechanical, electrical, and plumbing engineering services:

3.1 Design Services: The Architect shall provide all required design services based upon the Owner’s program and construction budget. The design services of the Architect shall include diagrams, sketches, and drawings to illustrate and define the aesthetics and size of the project.

3.2 Construction Documents Services: The Architect shall prepare construction documents consisting of drawings and specifications, including plans, elevations, details, and sections, sufficient in detail to bid and construct the project.

3.3 Bidding: The Architect shall assist the Owner in the preparation and assembly of documents to be issued for bids. The selection of the Contractor for the project shall be made by the Owner.

3.4 Construction Administration: The Architect shall provide construction administration services on behalf of the Owner during the construction phase of the project. Such services shall include the following:

3.4.1 Site Observation: The Architect shall visit the site at intervals as the Architect reasonably deems to be appropriate to observe if construction is generally in accordance with the construction documents.



3.4.2 Submittals: The Architect shall review Contractor’s and its subcontractors’ shop drawings, product data and samples for conformance with the design intent indicated on the construction drawings. The Architect shall not review the submittals for dimensions, quantities, coordination of components, the adequacy or completeness of the shop drawing details, or performance of materials or equipment indicated on the submittals. Review of the submittals shall not constitute approval of any construction means, methods, procedures, techniques, sequences, or safety precautions or procedures, since these are the sole responsibility of the Contractor.

3.4.3 Changes in Work: The Architect shall prepare Change Orders and Construction Change Directives for changes in the Work. Such Change Orders and Construction Change Directives shall be approved by the Owner prior to any work on the changes being performed. The Architect may order minor changes to the Work which do not affect the Contract Sum or the Contract Time.

3.4.4 Review of Contractor’s Requests for Payment: The Architect shall evaluate the Contractor’s requests for payment, including supporting data, and certify the amounts due the Contractor for work, products, and materials installed in the project. The Architect’s Certification for Payment represents to the Owner, that based on the Architect’s evaluation of the work installed and the data presented for payment, to the best of the Architect’s knowledge, information and belief, the Contractor is entitled to payment.

3.4.5 Rejection of Nonconforming Work: The Owner shall have the authority to reject nonconforming work installed by the Contractor. The Architect shall bring any known nonconforming work to the attention of the Owner.

3.4.6 Access to Project Site: The Architect shall have access to the project as required.

3.4.7 Determination of the Dates of Substantial Completion and Final Completion: Upon notification by the Owner, the Architect shall conduct inspections to determine the dates of Substantial Completion and Final Completion. The Architect shall not make any other inspection(s) unless specifically requested to do so in writing by the Owner. Such requested inspection(s) shall be performed as an Additional Service(s).

4.0 COMPENSATION: The Owner agrees to compensate the Architect for the LUMP SUM FEE of Eighty-Three Thousand *Two Hundred dollars* \$ 83,200 to perform the Basic Services described in Article 3.0. Progress payments for Basic Services in each phase shall total the following percentages of the total LUMP SUM FEE stated above:

Phase	Amount	Percent of Overall Fee
a. Schematic Design Phase.....	<u>\$16,640</u>	20%
b. Design Development Phase	<u>\$20,800</u>	25%
c. Construction Documents Phase.....	<u>\$27,456</u>	33%
d. Bidding Phase	<u>\$1,664</u>	2%
e. Construction Administration Phase	<u>\$16,640</u>	20%
f. Total Basic Compensation.....	<u>\$83,200</u>	One Hundred Percent(100 %)

4.1 Initial Payment: An initial payment of Zero Dollars (\$0.00) is due and owing contemporaneously with the execution of this Agreement. The initial payment shall be applied to the Final Payment.



4.2 Reimbursable Expenses: Reimbursable expenses shall be paid at the actual cost incurred by the Architect plus Zero percent (0 %).

4.3 Other – As Negotiated

5.0 CONSULTANTS: The Architect and Owner may each employ consultants to perform work on the project.

5.1 ARCHITECT’S CONSULTANTS. The Owner agrees to compensate the Architect for the cost of the consultants at the actual cost incurred by the Architect plus Zero percent (0 %). The consultants retained by the Architect may include, but are not necessarily limited to the following:

5.1.1 Electrical Engineer

5.1.2 Mechanical Engineer

5.1.3 Civil Engineer

5.1.4 Structural Engineer

5.2 OWNER’S CONSULTANTS. The Owner’s consultants may include, but are not necessarily limited to the following:

5.2.1 Environmental Consultant

5.2.2 Hazardous Materials Consultant

5.2.3 Surveyor

5.2.4 Geotechnical Engineer

5.2.5 Traffic Consultant

5.2.6 Detailed Cost Estimating

5.2.7 *[Identify other consultant(s)]* _____

6.0 ADDITIONAL SERVICES: Owner requested services that are not part of the Architect’s Basic Services described in Article 3.0 above, shall be considered as Additional Services. The Owner hereby agrees to compensate the Architect for such Additional Services at the following hourly rates. *[List services or billing categories and associated hourly rates below.]*

<u>Service / Billing Category</u> _____	<u>Billing Rate</u>
a. <u>Sr. Principal</u> _____	\$195 _____ per hour
b. <u>Project Architect/Engineer</u> _____	\$145 _____ per hour
c. <u>Draftsperson</u> _____	\$98 _____ per hour

7.0 PAYMENT DUE DATE: Payments are due and payable thirty (30) days from the date of the Architect’s invoice. Amounts unpaid thirty (30) days after the date of the Architect’s invoice shall bear interest at the rate of One and a half percent per month (1.5 %/mo.) The Architect shall invoice the Owner once a month. The Owner agrees that the Architect may suspend services without liability if payment is not received within forty-five (45) days of date of the Architect’s invoice.



- 8.0 **JOBSITE SAFETY:** The Owner hereby agrees and acknowledges that the Architect shall not be responsible for any construction means, methods, techniques, sequences, procedures, or safety precautions utilized on the project, since these are solely the responsibility of the Contractor.
- 9.0 **OWNER PROVIDED INFORMATION.** The Architect shall be entitled to rely on the accuracy and completeness of any information provided to the Architect by the Owner or the Owner’s consultants. The Architect shall not review said information for accuracy or completeness.
- 10.0 **HAZARDOUS MATERIALS.** The Architect assumes no responsibility or liability for the discovery or removal of any hazardous substances found at the jobsite.
- 11.0 **PERMITS AND APPROVALS.** It is the responsibility of the Owner to obtain all necessary permits and approvals for the project. The Architect shall assist the Owner in such endeavors as mutually agreed to in writing.
- 12.0 **TERMINATION.** This Agreement may be terminated by either party upon written notification to the other party via Time/Date Stamped Certified Mail or by personal delivery. The Owner agrees to pay the Architect for all services performed and all reimbursable expenses incurred, to the date of notification of termination.
- 13.0 **INCORPORATED DOCUMENTS.** The following documents are incorporated into this Agreement:
 - 13.1 **Terms and Conditions, ALA Document TC-OA-2020.**
- 14.0 **MISCELLANEOUS PROVISIONS.** This Agreement also includes the following provisions:
 - a. Anticipated design completion is 3 months from contract acceptance

AGREED TO AND ACCEPTED BY

ARCHITECT:

OWNER:

Co Name Laughlin Ricks Architecture LLC

Co Name _____

By: R Colby Ricks _____

By: _____

Print Name: R. Colby Ricks _____

Print Name: _____

Title: Member _____

Title: _____

Date: 12/2/2023 _____

Date: _____