

**GENERAL CONDITIONS FOR AGREEMENT BETWEEN
OWNER & ARCHITECT FOR PROFESSIONAL SERVICES**

**Dated: June 27, 2018
Project: Ola School Structural Analysis & Repairs**

OWNER RESPONSIBILITIES:

The Owner will furnish to the Architect all pertinent data and required assistance to complete the project, including but not limited to:

1. Assigning a specific individual to act as the Owner Representative and identifying to what extent this individual has the ability to act and make decisions on behalf of the Owner.
2. Providing access to the property; assistance in planning session(s) to include attendance at requested meetings, availability by telephone, and email
3. Providing as-built record drawings of existing facilities, topographic and legal surveys, geotechnical reports, as project requires. Fees for additional work not included in this scope of work shall be negotiated as additional services based upon standard hourly rates or stipulated sum. With regard to costs incurred, the Owner agrees to reimburse the Architect for all necessary expenses in connection with the project, including but not limited to costs for permits, fees, printing, shipping/postage, and travel expenses.

ARCHITECT'S RESPONSIBILITIES:

1. The Architect shall perform the scope of services detailed in the Letter of Agreement attached to these General Conditions.
2. The architect will not evaluate the Owner's project budget. Estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared by the Architect.
3. The Architect shall not be responsible for the means, methods, techniques or procedures of construction selected by the Contractor or sub-contractors or the safety precautions and programs incident to the work of the Contractor or sub-contractors, or for any failure of the Contractor or sub-contractors to comply with laws, ordinances, rules or regulations applicable to the construction work.

MISCELLANEOUS PROVISIONS:

Design Documents – Instruments of Service (Copyright): All sketches, reports, drawings, specifications, computer files, field data, notes and other documents and instruments, including those in electronic form, prepared by the Architect or the Architect's agents or consultants as instruments of service shall remain the property of the Architect, and shall be used solely in connection with the above-referenced projects.

Standard of Care: In providing services under this Agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Architect makes no warranty, either expressed or implied, as to the professional services rendered under this Agreement. The Owner acknowledges that the documents produced by the Architect and its consultants will not be 100% free from inconsistencies, conflicts or discrepancies and that the Architect does not guarantee such perfection.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor the Architect shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connection in any way to the subject projects or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Hazardous Materials: The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form.

Professional Liability Limitation: Should DWA or any agents or employees be found to have been negligent in the performance of professional services from which the Owner sustains damages, the Owner will agree to limit recoverable damages from such liability, plus any claims for cost of defense or other incurred costs to an aggregate amount not to exceed our fee.

DESIGN WEST ARCHITECTS, P.A. (DWA)

Client: Emmett School District No. 221

Bill Hamlin

6/27/2018

Signature

Date

Bill Hamlin, Principal

Wg I R

6-28-2018

Signature

Date

Wayne Rush, Superintendent



DESIGN
WEST

June 27, 2018

Wayne Rush, Superintendent
Emmett School District No. 221
400 S. Pine Street, Suite 1
Emmett, Idaho 83617

Re: Ola School Structural Analysis & Repair

Dear Superintendent Rush,

Thank you for giving Design West the opportunity to submit a fee proposal for observation of structural conditions at Ola School and to develop recommendations for repairs.

The purpose of the analysis will be to develop descriptions of needs and to provide associated cost projections for proposed structural repairs. We will then produce documents for the recommended structural repairs to the building.

We propose to accomplish this work on an hourly basis utilizing the standard hourly rates below:

Project Architect:	\$150
Structural Engineer:	\$120
Production:	\$ 95
Clerical:	\$ 60

Our general terms and conditions are outlined on the following page. If this proposal is acceptable to you, please sign where indicated below and on the attached page and return a copy to our office. We plan to be on site at 9:00 AM on 6/28/18 with the structural engineer to complete the observations. If you have any questions please do not hesitate to give me a call.

Sincerely,

Bill Hamlin,
Principal

As an authorized representative of the Emmett School District, I hereby authorize Design West Architects to proceed with the services outlined above.

Wayne Rush, Superintendent

Date

MERIDIAN, IDAHO
PULLMAN, WASHINGTON
KENNEWICK, WASHINGTON
ONTARIO, OREGON
SPOKANE, WASHINGTON

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ARCHITECTS, P.A.

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