

TROUT

ARCHITECTS

CHARTERED

May 31, 2019

~ Letter of Agreement ~

**Building Assessment Report for the Ola Elementary School
(TAC #2019.016)**

Trout Architects/Chartered is pleased to have the opportunity to provide services to assist in a Building Assessment Report for the Ola Elementary School, 11475 Ola School Road, Ola, Idaho.

Trout Architects / Chartered offers the following approach and fee arrangement for our services:

If accepted by your signatures below, this proposal will become the binding Agreement between the Client, **Emmett School District** and Architect, **Trout Architects / Chartered**.

**ARTICLE 1
PROJECT SCOPE**

1.01 The Project relative to the services provided by the Architect under this Agreement is defined as follows:

- a. To develop and prepare a Building Assessment Report relative to the Ola Elementary School building consisting of:
 - i. An understanding that the Project Building is proposed to remain an elementary school. The scope of the Building Assessment Report will be developed with this understanding. Proposed general solutions shall be developed per the typically recognized requirements of a new elementary school per current adopted building codes. These requirements would include, but are not limited to:
 - Structural requirements including gravity, lateral, and seismic loads
 - Life safety requirements.
 - Accessibly requirements.
 - Building envelope and energy compliance requirements.
 - HVAC requirements.
 - Plumbing requirements
 - Electrical requirements.
 - ii. The goal of the final Building Assessment Report is to present findings and proposed general solutions that enable the existing building to be a modern functioning elementary school building in all aspects.
 - iii. An itemized list of elements of the existing building that need correction will be developed and presented in the Report. This list of elements needing correction will be prioritized from most serious to the least critical relative to the longevity and safety of the building.
 - iv. Probable costs will be included for each of the corrective items within the above prioritized list.

- v. Before final publication of the Building Assessment Report, the Architect will review their findings and conclusions, including possible solutions with local building officials, which would include, but are not limited to, Idaho Division of Building Safety and Gem County Fire Protection District 2. Relevant comments per these reviews will be included in the final report.
- vi. Any proposed restoration or corrective measures that may be proposed as a part of the Building Assessment Report will be per The Secretary of the Interior's Standards for the Treatment of Historic Properties.

**ARTICLE 2
DEFINITIONS**

- 2.01 **Architect:** Trout Architects/Chartered
2504 W Kootenai Street
Boise, Idaho 83705
- 2.02 **Client:** Emmett School District
400 South Pine Avenue
Emmett, Idaho 83617
- 2.03 **Structural Engineer:** AHJ Engineers, P.C.
5418 N. Eagle Road
Suite 140
Boise, Idaho 83712
- 2.04 **Mechanical Engineer:** Musgrove Engineering, P.A.
234 South Whisperwood Way
Boise, Idaho 83709
- 2.05 **Electrical Engineer:** Musgrove Engineering, P.A.
234 South Whisperwood Way
Boise, Idaho 83709

2.06 **Instruments of Service:** Are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants (if any) under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

2.07 **Area of Concern:** The portion of the building where there is a perceived issue by the Architect or engineering consultant relative to life safety, structural stability or capacity, protection of the occupants or building system from weather, or general occupation and use of the structure.

2.08 **General Solutions:** It is understood that any solutions presented or proposed by the Architect and/or their consultants will be general in nature and without specific engineering or detailing. The general solutions presented will be sufficient to provide an understanding of the issue or problem the solution is being proposed to correct and how that correction can be achieved. The general solutions will be also sufficient to allow for probable cost projections.

ARTICLE 3
ARCHITECT'S RESPONSIBILITIES

- 3.01 The Architect shall provide the professional services as set forth in this Agreement.
- 3.02 The Architect shall perform the limited services for the Project defined in this Agreement consistent with the professional skill and care ordinarily provided by architects performing such services noted herein within the general location in which the Project Building is located.
- 3.03 The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 4
SCOPE OF ARCHITECT'S BASIC SERVICES

- 4.01 Observe and document the existing structural conditions of the building in an attempt to ascertain Areas of Concern which may need corrective measures for life safety, longevity or general viability as an elementary school.
- 4.02 Determine appropriate general solutions to correct or restore the above noted Areas of Concern. These solutions could include temporary measures to stabilize and/or protect the structure until suitable funding is obtained.
- 4.03 The identified Areas of Concern and recommendations relative to appropriate solutions will be prioritized from most to least critical.
- 4.04 Provide a probable cost analysis for each of the Areas of Concern relative to the above proposed corrective measures or temporary stabilization and/or protection.
- 4.05 Present the above in a draft version report for input, comment, and questions from the Client and other involved entities as determined by the Client.
- 4.06 Prepare a final report for publication and use by the Client.

ARTICLE 5
CLIENT RESPONSIBILITIES

- 5.01 The Client shall provide full information about the objectives, schedule, constraints and existing conditions of the Project.
- 5.02 The Client shall furnish for the benefit of the project all legal, accounting and insurance counseling services.

ARTICLE 6
RESPONSIBILITY FOR CONSTRUCTION COST

- 6.01 It is recognized that neither the Architect nor the Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the from any estimate of Construction Cost or cost evaluations prepared by the Architect and their consultants.

ARTICLE 7
USE OF ARCHITECT'S AND THEIR CONSULTANTS DOCUMENTS

7.01 Documents prepared by the Architect are instruments of service for use solely with respect to this Project as defined herein. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall be permitted to retain copies, including reproducible copies, of the Architect's presentation drawings and other documents for information and reference in connection with the Client's use and occupancy of the Project.

ARTICLE 8
SUSPENSION, TERMINATION OR ABANDONMENT

8.01 The Client or Architect can terminate the Project without cause. In any case, the Architect shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension or termination. In the event of a suspension of services, the Architect shall have no liability to the Client for delay or damage caused the Client because of such suspension or termination of services.

ARTICLE 9
LIMIT OF LIABILITY

9.01 In recognition of the relative risks and benefits of the Project to both the Client and the Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Client for any and all claims, losses, costs, damages of 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 Architect to the Client shall not exceed a sum of the Architect fee for services rendered on this Project. 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.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.01 This Agreement shall be governed by the law of the State of Idaho.

10.02 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction of a Small Project, current as of the date of this Agreement. A copy of AIA Document A201 will be made available to the Client by the Architect, if requested by the Client.

10.03 The Client and Architects, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

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

10.05 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Client's confidential or proprietary information if the Client

has previously advised the Architect in writing of the specific information considered by the Client to be confidential or proprietary.

10.06 The Architect and their consultants (if any) shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.

10.07 The Architect's and their consultants (if any) review of the existing conditions at the Project site is limited to general visual observation.

ARTICLE 11
COMPENSATION TO THE ARCHITECT

11.01 The Client shall compensate the Architect \$9,000.00 for architectural and engineering services.

11.02 Reimbursable expenses such as travel, meals, and lodging are included in the fee above. Cost of printing are also included but are limited to (10) copies of the draft and final report. Additional copies will be invoiced the direct cost of the expense, without markup for the Architect.

11.03 If through no fault of the Architect the services covered by this Agreement have not been completed within twelve (12) months of the date hereof, compensation for the Architect's services beyond that time shall be appropriately adjusted.

11.04 Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after invoice date shall bear interest at 18.00 % per annum.

11.05 The above fees to the Architect do not include engineering consultants other than structural engineering. The above fee does not include fees relating to analytical or scientific material testing by others.

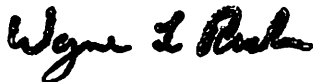
11.06 The above fee does not include any rented man-lifts or cranes as might be required to access the building elements for observation and none will be employed without the express written approval from the Client.

SIGNITURES OF ACEPTANCE

11.07 This Agreement entered into as of the day and year first written above.

Client:

Architect:



Emmitt School District

Steve Trout, President
Trout Architects/Chartered