

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Design Services (hereinafter, "this Agreement") is entered into between ***City of Lynden Parks and Recreation Department, 8770 Bender Road Lynden, WA 98264*** (hereinafter, "Client") and Greg Robinson Architect, 103 East Holly Street, Suite 417, Bellingham, WA 98225 (hereinafter, "GRA"). Client and GRA are sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties."

SCOPE OF PROJECT

The Client wishes to retain GRA to perform designated architectural services for the following project (hereinafter, "the Project"):

A public restroom of approximately 4-5 stalls for each gender on the property in Lynden WA know as Schoolyard Park bound by 8th Street to the west, 6th Street to the east, Glenning Street to the north and Edison Street to the south.

This Agreement defines the Parties' rights and responsibilities relating to the architectural services that GRA will be performing for the Client.

RESPONSIBILITIES OF GRA

GRA shall perform its services in a manner that is consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. GRA shall perform the designated services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The services performed by GRA under this Agreement shall be as follows:

A. Schematic Design:

This phase shall include a site visit and meetings with the Client as required to arrive at a mutual understanding of the program, budget, site, and schedule. Based on this information GRA will prepare schematic design drawings including conceptual site plan, floor plans, elevations, sections, and 3D Sketchup models illustrating the scale and relationships of the major project components. Project cost estimating is not part of this Agreement.

B. Design Development:

Based on approved schematic design drawings and any adjustments requested by the Client relative to the program, budget, or design, GRA shall prepare design development drawings at an appropriate scale and level of detail, illustrating building materials and systems. Drawings will include site plan, floor plans, elevations, sections, details, and preliminary framing plans. Project cost estimating is not part of this Agreement.

C. Permit Drawings:

Based on approved design development drawings and agreed upon adjustments made by the Client relative to the program, budget, or design, GRA shall prepare, for the Client's approval, Permit Drawings illustrating the requirements necessary for obtaining required building permits. Permit Drawings are intended to be used by the Client for securing construction proposals or bids and for obtaining the required approval of governmental authorities. GRA shall not be responsible for obtaining the necessary permits and approvals from governmental agencies having jurisdiction over the Project, or such approvals and consents of others as may be necessary for the completion of the Project.

Additional Services not included:

The Client acknowledges and understands that GRA's services do not include services related to bidding or negotiating construction contracts or any services during construction. GRA will not prepare shop drawings. GRA will not retain and shall not be responsible for the performance of other project consultants whose services may be required for the Project.

RESPONSIBILITIES OF THE CLIENT

The Client shall provide full information to GRA about the objectives, schedules, constraints, budgets, and existing plans and conditions of the Project in a timely manner. The Client shall, if requested by GRA, retain a geotechnical engineer to prepare a geotechnical report concerning the Project site and a licensed land surveyor to prepare a record of survey of the site for GRA's use. The Client shall retain other consultants whose services are required, including but are not limited to landscape architecture, civil engineering, structural engineering, mechanical and electrical engineering. The Client shall furnish all tests, environmental tests, and tests for hazardous materials as required for the Project. GRA is entitled to rely upon the completeness and accuracy of information and documents furnished by the Client and its consultants.

COMPENSATION

Client agrees to compensate GRA as follows:

An initial payment of \$1000.00 dollars shall be made upon execution of this Agreement. GRA shall credit this initial payment towards the Client's account upon final invoice to the Client.

Designated services as described above shall be invoiced monthly according to the following hourly rates:

Project Architect: **\$150.00/hour**
Design Staff: **\$90.00/hour**

The total fee for services through **Section C. Permit Drawings** shall not exceed **\$11,500.00**

Reimbursable expenses as identified below are billed separately and in addition to compensation for services and shall be invoiced monthly in itemized form to the Client at GRA's direct cost unless noted otherwise:

- Reproductions, plots, and postage required for delivery of drawings.

All payments are due to GRA no later than ten calendar days from the date of invoice. Overdue payments may be subject to a monthly interest charge computed at one percent per month.

If there are changes in the instructions or approvals given by the Client that necessitate revisions in the drawings, decisions of the owner not rendered in a timely manner, significant changes in the scope of the Project defined herein, or failure of performance by the Clients' consultants/representatives, GRA shall be entitled to an appropriate adjustment in schedule and compensation.

This Agreement, along with attached Terms and Conditions which are part of this Agreement, is the full and final contract between the Parties and supersedes all prior written and unwritten negotiations, representations and agreements concerning the subject matter of the Agreement. This Agreement shall not be amended or modified, except in writing and signed by both Parties.

In witness whereof, the Parties have duly executed this Agreement by signing their names below.

Greg Robinson, AIA LEED AP

Date

Brent De Ruyter for Lynden Parks and Recreation Department , Client

Date

TERMS AND CONDITIONS

OWNERSHIP OF DOCUMENTS

Drawing and documents prepared by GRA are instruments of service for use solely by Client with respect to the Project. GRA 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 GRA drawings and documents for information and reference in connection with the Client's construction, use, maintenance, and occupancy of the Project, but not for any other project or purpose.

LIMITATION OF LIABILITY

GRA does not have control over, or charge of, and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with construction of the Project, since these are solely the Client's and/or the contractor's responsibility. GRA is not responsible for the contractor's failure to carry out the construction work in accordance with the contract documents. GRA is not responsible for any costs, damage, or liability resulting from inaccuracies in dimensions or documents supplied to GRA by or on behalf of the Client. Each Party waives claims for consequential damages against the other. Each Party waives all rights against the other for damages to the extent the damages are covered by insurance. The Client agrees to limit the aggregate amount of any damages and/or costs (including attorney fees and expert witness fees) that the Client may recover against GRA on any and all claims and/or causes of action arising under or related to this Agreement and/or the Project to the amount of compensation paid by the Client to GRA for GRA's services pursuant to this Agreement. The types of claims to which this limitation applies include claims based on negligence, professional negligence, professional malpractice, professional errors or omissions, indemnity or contribution, breach of contract, breach of expressed or implied warranty and strict liability.

NO ASSIGNMENT

This Agreement may not be assigned by either Party to any other person or entity without the express written and signed consent of the other Party. This prohibition of assignment applies during performance of this Agreement and after performance has been completed or terminated.

DISPUTES

A. Procedure:

If a dispute should arise between the Parties, the Parties shall promptly meet and attempt in good faith to resolve the dispute. If the Parties are unable to resolve the dispute, and as a prerequisite to the commencement of litigation, either Party may submit the dispute to mediation. Unless the Parties sub-

sequently agree otherwise, the mediation shall be administered by the American Arbitration Association ("AAA") operating under its Construction Industry Mediation Rules. Each Party shall bear its own attorney fees and one-half of the AAA's charges and one-half of the mediator's fees. Any litigation between the Parties shall be decided exclusively according to the Whatcom County Superior Court Mandatory Arbitration Rules (MAR) regardless of the dollar amount of the dispute. The Arbitrator shall determine the validity and enforceability of a lien, if any, and the award shall not be limited by otherwise applicable MAR limits. The Parties expressly waive their right to an appeal or a trial *de novo* and further expressly agree to accept the Arbitrator's decision as binding and final. Washington law shall govern the interpretation and enforcement of this Agreement, and venue of any legal proceeding shall be exclusively in Whatcom County, Washington.

B. Time Limit to File Lawsuit:

All claims by the Client concerning the performance of this Agreement, including but not limited to claims for breach of contract, breach of warranty, tort, and indemnification, are waived and forfeited unless litigation is commenced within one year of GRA's termination or completion of services under this Agreement.

TERMINATION

While this Agreement is intended to remain in effect until the Project is completed, either Party can terminate it at any time and for any reason. Termination shall occur upon receipt of written notice of the terminating Party's intention to terminate. A final billing will be tendered within the next billing cycle after receipt of termination notice. Any unexpended part of the minimum fee will be returned to the Client within the next billing cycle after termination.