



Short Form Owner / Architect Agreement
For Architectural Services
(Lump Sum Fee Compensation)

CAUTION: THIS DOCUMENT HAS LEGAL CONSEQUENCES. The Association of Licensed Architects recommends that the parties seek the advice of their attorney(s) prior to executing or modifying this Agreement.

1.0 AGREEMENT. This Agreement is made and entered into this ___ day of ___, 20__ by ___ (hereinafter referred to as the "Owner") and ___ (hereinafter referred to as the "Architect").

2.0 PROJECT. The project referred to as ___, is located at ___ and consists of ___

The laws of the State of ___ shall govern the interpretation of this Agreement.

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

3.1 DESIGN SERVICES. The Architect shall perform 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 perform 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, or as stated below in Section 18, to observe if the construction is generally in accordance with the construction documents.

3.4.2 SUBMITTALS. The Architect shall review Contractor's and its subcontractor's 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.

3.4.3 CHANGES IN THE WORK. The Architect shall prepare Change Orders and Constructive Change Directives for changes in the Work. Such Change Orders and Constructive 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 upon the Architect's evaluation of 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 site at all times.
- 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) at the project site, unless specifically requested to do so in writing by the Owner. Such requested inspection(s) shall be performed as an Additional Service.

4.0 **COMPENSATION.** The Owner agrees to pay the Architect the LUMP SUM FEE of _____ (\$ _____) to perform the Basis 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:

Design Services Phase:	\$ _____	_____ percent (____%)
Construction Documents Phase:	\$ _____	_____ percent (____%)
Bidding Phase:	\$ _____	_____ percent (____%)
Construction Administration Phase:	\$ _____	_____ percent (____%)
Total Basic compensation:	\$ _____	One hundred percent (100%)

4.1 An initial payment of _____ (\$ _____) shall be due and owing contemporaneously upon execution of this Agreement. The initial payment shall be applied to the Final Payment.

4.2 Reimbursable expenses shall be paid at a multiple of _____ () times the actual cost incurred by the Architect. Reimbursable expenses may include, but are not necessarily limited, to the following:

- 4.2.1. _____
- 4.2.2. _____
- 4.2.3. _____
- 4.2.4. _____

5.0 **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 and the Architect's consultants for such Additional Services at the following hourly rates:

_____	\$ _____	per hour
_____	\$ _____	per hour
_____	\$ _____	per hour
_____	\$ _____	per hour

6.0 **PAYMENT DUE DATE.** Payments are due and payable thirty (30) days from the date of the invoice. Amounts unpaid thirty (30) days after the date of the Architect's invoice shall bear interest at the rate of _____ percent per month (%/mo.). The Architect shall invoice the Owner once a month.



- 7.0 **OWNERSHIP AND COPYRIGHTS.** The Architect and the Architect's consultants shall be deemed the original authors and owners respectively of any materials produced under this Agreement and shall retain all common law, statutory and other reserved rights, including copyrights. The Owner acknowledges that the Architect and the Architect's consultants have prepared said materials and agrees to limit use of same to this site specific project only. The Owner is granted a conditional nonexclusive license to utilize the materials produced under this Agreement on this project on this site only, which license is conditional upon payment in full to the Architect for all services performed or to be performed under this Agreement. The Owner's license may be revoked upon any Owner breach of this Agreement. The Owner agrees to defend and hold the Architect and the Architect's consultants harmless from any causes of action, claims, losses, damages and expenses of any nature whatsoever, including reasonable attorney's fees, resulting from any unauthorized reuse of eth Architect's and the Architect's consultants' materials.
- 8.0 **LIMITATION OF LIABILITY.** The Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Owner for any and all claims, losses, costs, expenses, or damages of any nature whatsoever, including attorney's and expert-witness fees and costs, from any cause or causes, so that the total aggregate liability of the Architect to the Owner shall not exceed the Architect's total fee received for services rendered on this project, or the available amount of the Architect's professional liability insurance policy, whichever is greater. It is intended that this limitation apply to any and all liability or causes of action however alleged or arising, unless otherwise specifically prohibited by law.
- 9.0 **MEDIATION AND LITIGATION.** Should any claim(s) arise between the Owner and Architect, the parties agree to submit such claim(s) to mediation, as a condition precedent to litigation. Mediation shall be conducted by and under the rules of the Association of Licensed Architects, unless the parties mutually agree otherwise. Should the parties fail to resolve the claim(s) through mediation, the claim(s) may then be litigated. Nothing contained in this Agreement shall prevent the Architect from filing any lien arising out of the Architect's services to comply with notice and filing deadlines prior to resolution of the claim(s) by mediation or litigation. The parties agree to be subject to the jurisdiction of the County of _____, State of _____. All mediation and litigation shall be filed and take place in said jurisdiction, regardless of where the project is built. The costs of the mediator and mediation fees shall be divided equally between the Owner and Architect.
- 10.0 **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 inaccuracies or completeness.
- 11.0 **OWNER'S CONSULTANTS.** The Owner shall retain the following Owner's consultants, when reasonably deemed necessary for the project by the Architect:
 - 11.1 Surveyor
 - 11.2 Geotechnical Investigation and Report
 - 11.3 Detailed Cost Analysis
 - 11.4 Environmental Consultant
 - 11.5 Hazardous Materials Consultant
 - 11.6 Traffic Consultant
 - 11.7 Civil Engineer
 - 11.8 _____
 - 11.9 _____
- 12.0 **ARCHITECT'S CONSULTANTS.** The Architect shall retain the following Consultants, when reasonably deemed necessary for the project, as part of the Architect's Basic Services:
 - 12.1 Structural Engineer
 - 12.2 Mechanical, Electrical, Plumbing Engineer
 - 12.3 _____
 - 12.4 _____

Note: Consultants, other than those named above, may be retained by the Architect, and paid for by the Owner, as mutually agreed upon in writing between the Owner and Architect.



- 13.0 **HAZARDOUS MATERIALS.** The Architect assumes no responsibility or liability for the discovery or removal of any hazardous substance found at the jobsite.
- 14.0 **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.
- 15.0 **JOBSITE SAFETY.** The Architect shall not supervise, nor direct any construction means, methods, procedures, techniques, sequences or safety procedures, since these are solely the responsibility of the Contractor. The Owner acknowledges that Architect's observation at the site does not constitute supervision of the construction of the project. The Architect has no stop work authority.
- 16.0 **TERMINATION.** This *Agreement* may be terminated by either party upon seven (7) days "Notice" to the other party via Time/Date Stamped Certified Mail. The Owner agrees to pay the Architect for all services performed and all reimbursable expenses incurred, to the date of notification of termination.
- 17.0 **STATUTE OF LIMITATIONS PERIOD.** The Statute of Limitations period shall commence to run on the Date of Substantial Completion of the project. In no case shall the Statute of Limitations period commence to run later than the date when the Architect's services are substantially completed.
- 18.0 **MISCELLANEOUS PROVISIONS.** This *Agreement* also includes the following provisions:

AGREED TO AND ACCEPTED BY:

ARCHITECT:

OWNER:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____