



1606 W Hays Street
Boise, ID 83702

April 3, 2024

Kyla Gardner
City of New Meadows
(208) 347.3271
401 Virginia Street, PO Box 324
New Meadows, ID 83654

Re: Contract for Architectural Services – Phase II
New Meadows Youth Center & Daycare – 400 Peterson Memorial Avenue. New Meadows, ID 83654

Dear Ms. Gardner,

We are pleased to present our proposal and overview of services for Phase II of the design of the New Meadows Youth Center & Daycare at 400 Peterson Memorial Avenue in New Meadows, ID. The following document outlines our process, services, and related fees.

Based on our findings in Phase I, we will convert an existing pole barn, formerly serving as the county's recycling center, into a new youth center facility and daycare run by the City of New Meadows. In addition to being a functional asset to the city, there is an expressed desire for this facility to be a hub of activity and serve many functions for its growing population.

Per our recent meeting and findings, we understand the current scope as follows: To design and provide construction documents which can be used to convert the existing, 4,500 SF pole barn into a habitable building, intended to house a youth center and daycare. The design and program will be tied to the findings in Phase I (**Exhibit 1**), which GHm received feedback from the city during their initial kick-off meeting. The City's desired approach would be to keep the form of the building intact, as it was a community project that the town takes pride in.

Kyla, we want to thank you again for this opportunity. We are looking forward to working with you. Please do not hesitate to contact us with any questions or concerns.

Sincerely,

The GHm Architects Team
Grissom, Hoffman + Mohr, PLLC

SCOPE OF SERVICES (WHAT WE DO)

GHm Architects and its consultants will provide complete design services including architectural design, interior design, structural engineering, mechanical engineering, electrical engineering, civil engineering, and landscape architecture. We will collaborate with you and your contractor (if selected) every step of the way to ensure that the design stays true to your vision. The design process has been broken up into the following phases:

Feasibility Study (Complete). During this phase, we will conduct an on-site review of the existing facility, perform an initial site study and work with you to clearly define project constraints and parameters. This phase will be conducted with the aid of a Structural Engineer to determine the structural capacity and viability of the existing facility.

Concept Design (Complete). We will use the information gathered during the feasibility study to generate one or more internal layouts to meet the programmatic needs and desires of the city. This phase will help determine what is possible within the constraints of the existing shell.

Entitlements (if required). We will collaborate with you and all governing bodies to properly entitle the property to meet your requirements. This typically includes attending meetings and hearings to ensure the project moves forward through the proper channels. Entitlements include processes such as Neighborhood Meetings, Design Review, Conditional Use Permits, and other Planning and Zoning regulations.

Design Development. Based on approval of and feedback on the Concept Design package, we will work with our consultants and continue to develop and refine the project design including building systems, materials, and finishes, resulting in Design Development drawings and schedules.

Construction Documents. Based on approval of and feedback to the Design Development package, we will develop the construction documents, as required for permitting and conveying the design intent to the contractors during construction.

Permitting. With the completed construction documents, we will submit the required permit applications to the regulating jurisdictions on your behalf and work with them to resolve any comments they may have.

Construction Administration. To ensure that projects are upheld to applicable standards, a minimum level of project oversight will be required. During construction we will provide the following services

- Participate in regular project meetings in-person, by telephone, or other digital means.
- We will review, examine, and provide feedback to physical samples, custom design features, shop drawings, submittals, proposed alternatives, and suppliers as necessary to ensure conformance with the design intent.
- Respond to RFIs as they relate to work produced by the Design Team, inclusive of producing and issuing revised drawings as required.
- At, or near the end of the construction phase we will provide a punch list after major components and systems are completed.

Exclusions. This proposal excludes any areas not explicitly listed above. Design Services for those scope areas that are deemed added may be available as an additional service.

OWNER RESPONSIBILITIES

Project Budget. This proposal assumes you have established a working and reasonable budget for all areas relevant to GHm Architects' work, that will be provided prior to the start of the work. If changes to any work completed prior to receiving a budget are requested for the purpose of reducing an overall budget, those changes will be provided for an additional cost.

Boundary and Topographic Survey. Showing contours, property lines, setbacks, easements, and existing site elements such as trees, rock outcroppings, water features, etc.

Geotechnical Report. Showing existing site and soil conditions. Report must be completed by a licensed geotechnical engineer and provided to the Architect prior to commencement of engineering work.

Permit Fees. All associated fees for this project shall be paid directly by the client. In some instances, fee may be paid by the Architect at cost +10%, but this is solely at the discretion of the Architect.

FEES (THE NUMBERS)

Proposed Fees. The following schedule of fees anticipates providing design services as described in this proposal. Invoices will be sent to the Owner monthly according to the work completed. As part of our commitment to community projects like yours, GHm along with our consultants would like to offer the City of New Meadows a **15% fee reduction**, which is outlined in the fees below.

Phase One		
Feasibility Study		Complete
Concept Design		Complete
Phase Two		
Entitlements	Hourly (As Required)	
Design Development	\$16,634.00	\$14,464.00
Construction Documents	\$28,515.00	\$24,795.00
Permitting Assistance		\$2,066.00
Construction Administration	Hourly (\$16,400 estimated)	
Civil Engineering	\$12,018.00	\$10,450.00
Landscape Architecture	\$6,300.00	\$3,465.00
Structural Engineering	\$17,204.00	\$14,960.00
Mechanical Engineering	\$12,245.00	\$10,648.00
Electrical Engineering	\$6,097.00	\$5,302.00

Services outside the basic services above will be considered additional services and billed at the hourly rates listed below.

Hourly Rates. Our hourly rates, which will not increase during the term of the project, are as follows:

Principal	\$150/hour
Architect	\$125/hour
Designer	\$100/hour
Admin	\$75/hour

Compensation for Services. Payments on account of services rendered and for reimbursable expenses shall be made monthly upon presentation of our statement of services. No deductions shall be made from compensation due to us on account of penalties, liquidated damages, or other sums withheld from payments to vendors, or on account of the cost of changes in the work. Each invoice will be due and payable upon receipt. A late fee equal to five percent (or the maximum legal rate, if less) of the unpaid balance may be applied to invoices after (30) days at the Architect's discretion. If there is a good faith disputed charge, you agree to pay all invoiced amounts other than the disputed charge until such dispute has been resolved.

Reimbursable Expenses. GHm will be entitled to reimbursement of project-related expenses in addition to our fees for services. Reimbursables other than mileage are typically billed at cost + 10% but that markup **will be waived** for this project. Mileage will be billed at the current IRS standard rate.

Proposed Schedule. This proposal assumes a fully executed contract is received on or before **Monday, April 15**. The schedule of fixed fees provided for in this proposal is based on the following project

schedule and changes in schedule may result in additional fees. All phases outlined exclude time for Presentation & Owner approval.

Design Development	4 weeks
Construction Documents	8 weeks
Permitting	4 weeks
Construction Administration	17 weeks

Expiration. This proposal is valid for **30** days following the date on the cover page.

ARCHITECT CONTRACT PROVISIONS

1. **CONTRACT** – These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Contract Provisions shall govern.
2. **RIGHT OF ENTRY** – When entry to property is required for the ARCHITECT to perform its services, the Client agrees to obtain legal right-of-entry for the property.
3. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by ARCHITECT are instruments of ARCHITECT's service that shall remain ARCHITECT's property. The Client agrees not to use ARCHITECT-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by ARCHITECT, or for future modifications to this project, without ARCHITECT's express written permission.

Any reuse or distribution to third parties without such express written permission or project-specific adaptation by ARCHITECT will be at the Client's sole risk and without liability to ARCHITECT or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless ARCHITECT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

4. **HAZARDOUS MATERIALS** – The scope of ARCHITECT's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.
5. **CONSTRUCTION PHASE SERVICES** – If ARCHITECT performs any services during the construction phase of the project, ARCHITECT shall not supervise, direct, or have control over Contractor's work. ARCHITECT shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the work of the Contractor. ARCHITECT does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
6. **STANDARD OF CARE** – ARCHITECT and its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. Client agrees that services provided will be rendered without any warranty, express or implied.

ARCHITECT shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

7. **OPINION OF PROBABLE COSTS** – When required as part of its work, ARCHITECT will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by ARCHITECT hereunder will be made on the basis of ARCHITECT's experience and qualifications and will represent ARCHITECT's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that ARCHITECT does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.
8. **SUSPENSION OF WORK** – The Client or Architect may, at any time, by written notice, suspend further work by ARCHITECT. The Client shall remain liable for, and shall promptly pay ARCHITECT for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf.

Client shall pay ARCHITECT pursuant to the rates and charges set forth in the Proposal. ARCHITECT will submit monthly invoices to client for services rendered and expenses incurred. If Client does not pay invoices within thirty

(30) days of submission of invoice, ARCHITECT may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold ARCHITECT harmless from any claim or liability resulting from such suspension.

9. **ALLOCATION OF RISK** – To the fullest extent permitted by law, the total liability, in the aggregate, of ARCHITECT and ARCHITECT's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to ARCHITECT's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by ARCHITECT under this Agreement.

10. MISCELLANEOUS

Governing Law: The laws of the state in which the ARCHITECT office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

Invalid Terms: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

Mediation: The Client and ARCHITECT agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

ARCHITECT Reliance: ARCHITECT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Certifications: ARCHITECT shall not be required to sign any documents, no matter by whom requested, that would result in ARCHITECT's having to certify, guaranty, or warrant the existence of conditions that ARCHITECT cannot ascertain.

Third Parties: 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. ARCHITECT's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against ARCHITECT because of this Agreement or ARCHITECT's performance of services hereunder.

Consequential Damages: Neither the Client 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 connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

AUTHORIZATION

Client Information:

City of New Meadows
401 Virginia Street, PO Box 324
New Meadows, ID 83654
kyla.cityclerk@newmeadowsidaho.us
(208) 347.3271

Architect Information

Grissom, Hoffman + More, PLLC
1606 W Hays Street
Boise, ID 83702
ian@ghmarchitects.com
(208) 271.2813

Signing this authorization indicates that the signers have authority to sign contracts for their respective organizations and signifies agreement between parties to the terms contained herein and signifies permission for the Architect to begin work upon receipt of the Initial Payment.

Client Signature:

Architect Signature:



Name: **Ian B Hoffman**

Name:

Title: **Partner + Architect**

Title:

Date: **April 4, 2024**

Date:

EXHIBIT 1



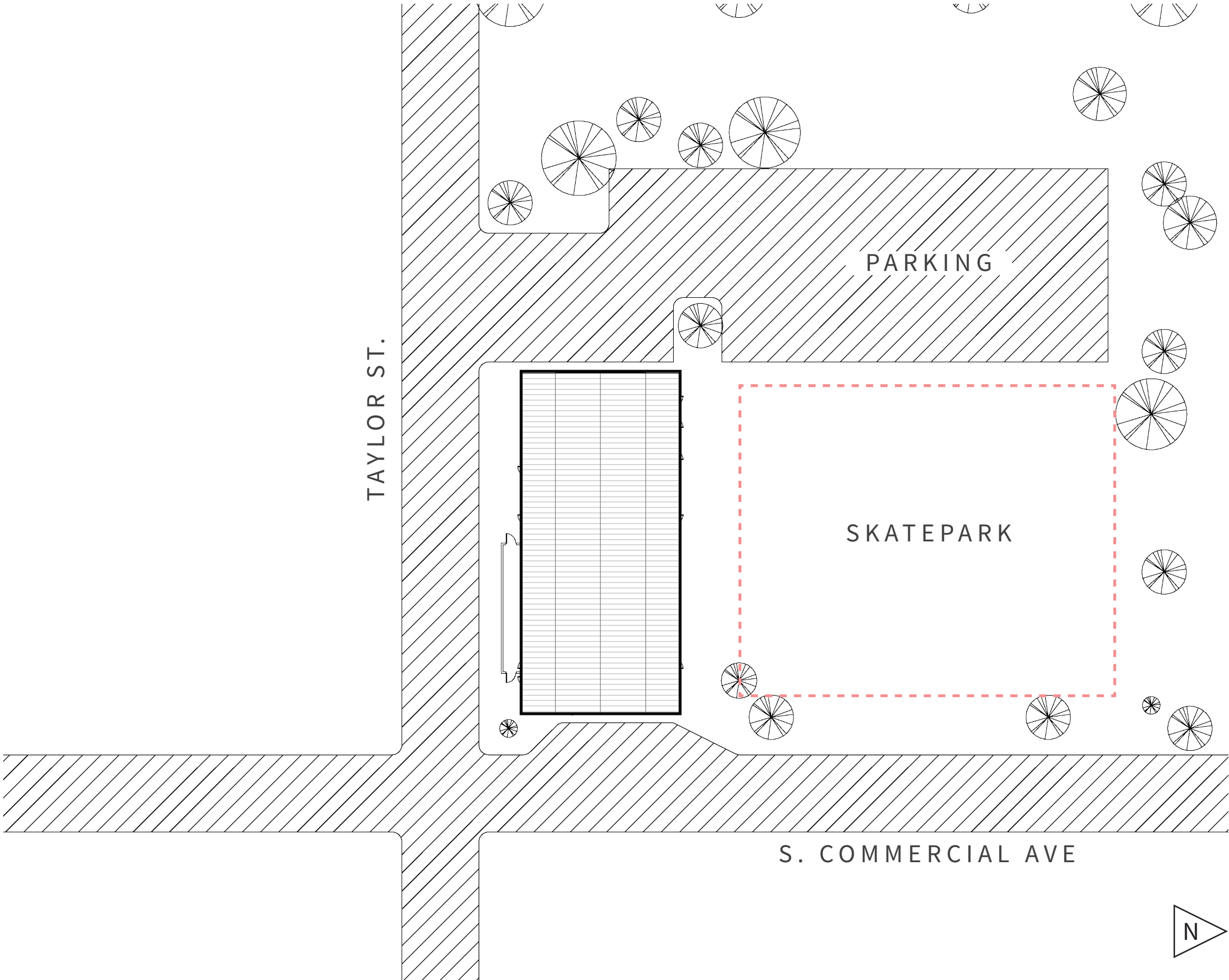
NEW MEADOWS CHILD CARE CENTER

@Taylor St and S Commercial Ave, New Meadows

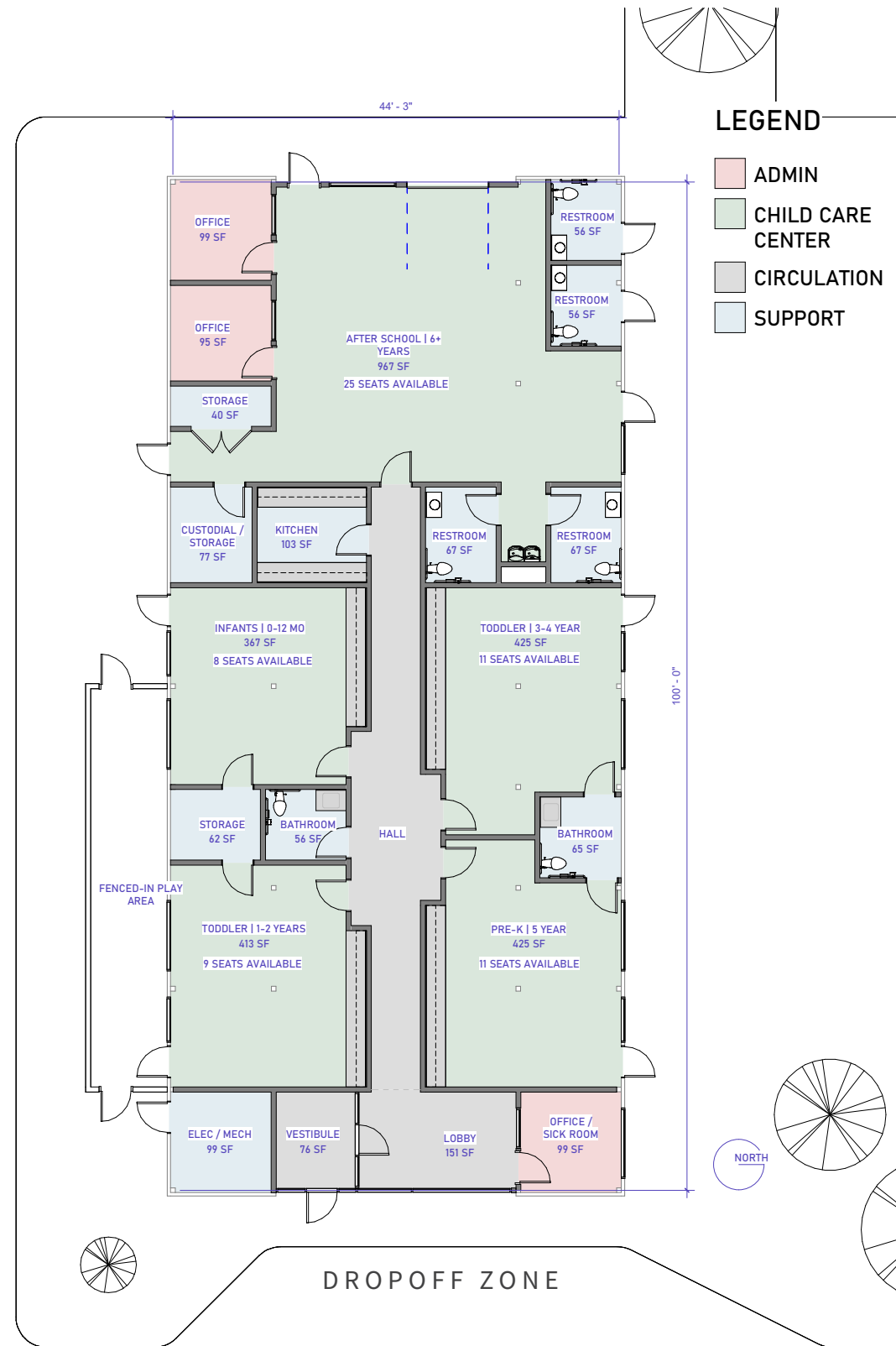
ghm Architects
November, 2023



SITE PLAN : scale // 1/32"= 1' 0"



FLOOR PLAN : scale // 1/16" = 1' 0"



AREA SF OF CHILD CARE CENTER

Child Care Center @ Entrance

vestibule:	76 sf
lobby:	151 sf
office/sick room:	99 sf
electrical/mechanical	99 sf

total: 425 sf

Child Care Center @ Classrooms

infants 0-12 months:	367 sf
storage:	62 sf
staff restroom:	56 sf
toddlers 1-2 years:	413 sf
toddlers 3-4 years:	425 sf
kids' shared restroom:	65 sf
pre-k 5 years:	425 sf
kitchen:	103 sf

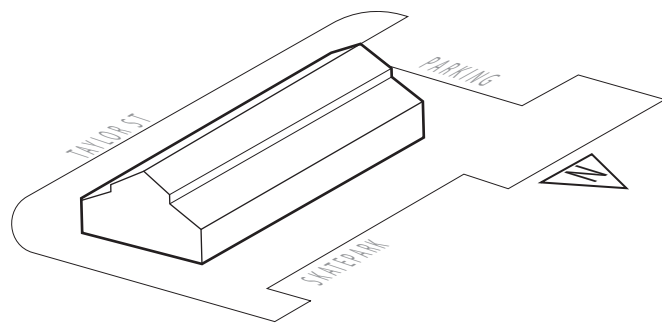
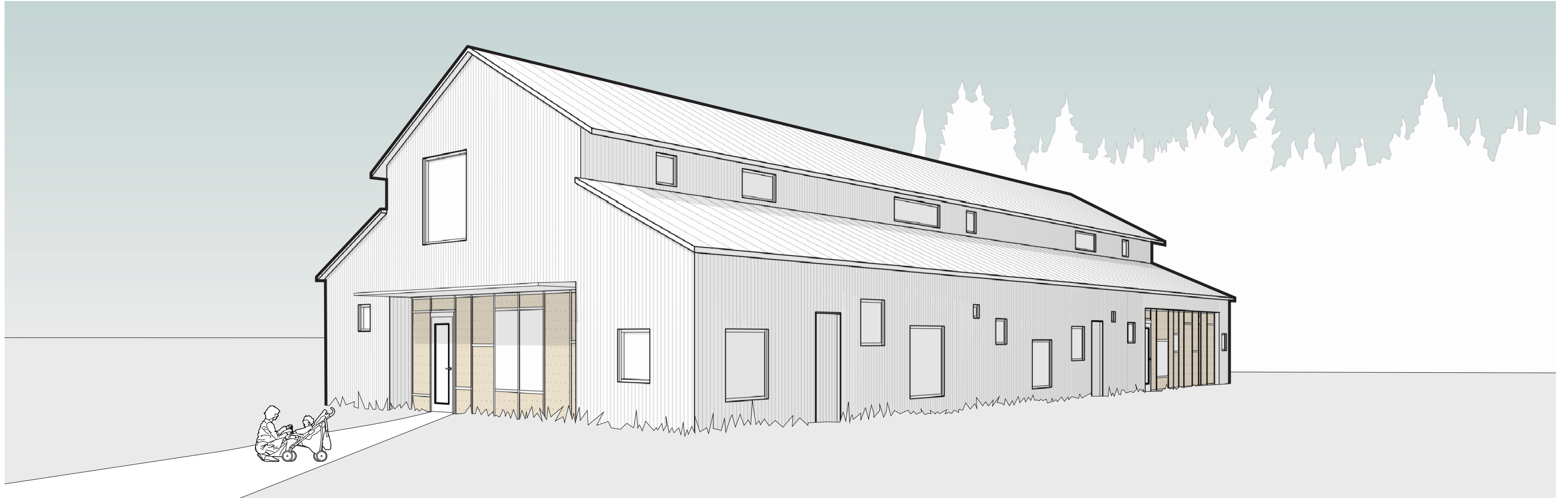
total: 1,916 sf

After School Zone 6+ Years

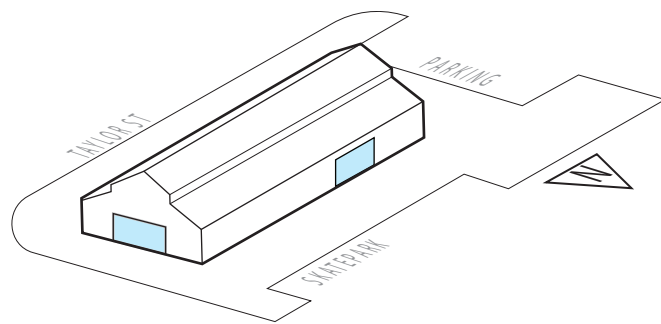
after school 6+ years:	967 sf
custodial:	77 sf
storage:	40 sf
office:	95 sf
office:	99 sf
restroom:	67 sf
restroom:	67 sf
outdoor restroom:	56 sf
outdoor restroom:	56 sf

total: 1,524 sf

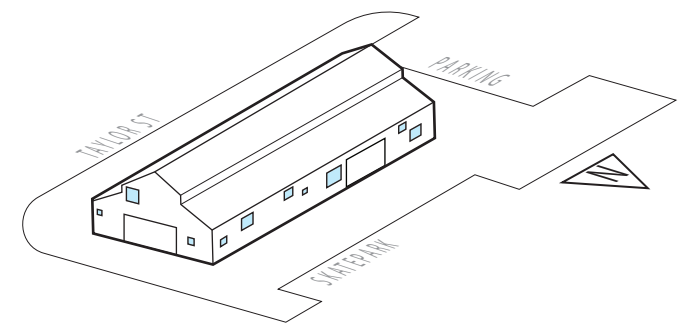
OPTION 1 : edwin's



1. Original Form



2. Insetting openings to accentuate major entrances



3. Placing a series of well-intentioned playful windows

PRECEDENTS : edwin's



board and batten



plywood panel



asphalt shingle



EXHIBIT 1