

# FINAL CONTRACT



DESIGN  
WEST

August 27, 2014

Thad Biggers, Principal  
Dietrich School District #314  
406 North Park  
Dietrich, Idaho 83324

Re: Agreement for Pre-Bond Services

Mr. Biggers,

Thank you for giving Design West Architects (DWA) the opportunity to submit a proposal for pre-bond services to the Dietrich School District in support of a 2015 bond election. Our scope of services is as follows:

1. Programming for Elementary School
2. Conceptual Design of three options, as follows: 1 – Renovation/Addition to the existing Elementary School facility, 2 – New Elementary School located approximately in the footprint area of the existing Elementary School upon demolition, 3 – New Elementary Addition to be located on the north or east side of the existing building. Options 1 and 2 are for 2-story construction, and Option 3 can be for one or two-story construction. All options shall include conceptual floor plans, elevations and a perspective view.
3. Project Budgeting – for each option a projection of anticipated cost will be provided using a total project cost method.
4. Attendance at up to 3 meetings for concept development and to assist the District in providing information to the public.
5. Inclusion of The Facility Planners, Represented by Dr. Richard Bauscher, as a consultant of Design West Architects. The Facility Planners will perform services as follows:
  - a. Prepare a bond issue timeline for bond election
  - b. Review the bonding capacity of the School District with the financial agent
  - c. Work with Design West Architects to develop a preliminary estimate of probable costs for a bond issue (to be used in the telephone survey).
  - d. Assist in the administration of a random telephone survey of 300 registered voters residing in the School District boundaries to determine their attitudes towards a future bond issue. The District will contract directly with an independent survey group to conduct the actual survey.
  - e. Review the survey results with District representatives to provide guidance in a possible bond levy election.
  - f. Assist District representatives and Board of Trustees in a work session to help determine the best date for a bond, the scope and the total levy amount.
  - g. Meet with District representatives to review the ten (10) step process in the running of a bond issue. Promotional vs. Information allowable tasks for the School vs. a Committee will be outlined.
  - h. Meet with School District patrons, Administrators, Board and Staff. Assist in the organization of a pre-bond Ad Hoc Citizen's Committee by defining the duties of the eleven (11) officers and presenting the *overall* bond election concepts, strategies and various templates for their utilization.
  - i. Attend some (maximum of three) pre-bond Ad Hoc Citizen's Committee meetings to help guide these 11 officers, answer questions and provide them with the many different bond campaign templates (as requested).

MERIDIAN, IDAHO  
PULLMAN, WASHINGTON  
KENNEWICK, WASHINGTON

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ARCHITECTS, P.A.

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- j. Review the voting data from the past two bond election(s) in order to mathematically set up the targeted amount of Yes votes needed to pass the bond issue.
- k. Prepare the RFQ documents for the hiring of a Construction Management firm (optional).
- l. Serve as a bond resource and educational specialist to the District during the upcoming 2014-2015 time frame, for one (1) bond issue.


We propose to complete these services on an hourly basis utilizing the rates below, not to exceed a total of \$24,200 plus reimbursables of travel and reproduction billed at cost.

Principal Architect:	\$140
Project Architect:	\$120
Project Manager:	\$110
Production:	\$ 95
Clerical:	\$ 60
The Facility Planners:	\$115

In order to help the District facilitate this process, Design West Architects would be amenable to deferring a portion of the payments (as mutually agreed upon by DWA and the District) until successful passage of the bond, or August 31, 2016 (whichever is sooner).

Your signature and date in the space provided below and on the attached General Conditions form will be considered acceptance of the terms outlined herein and as authorization for us to proceed. We look forward to working with you.

Sincerely,

  
James D. Coles  
President

  
Approved by:

9-4-2014  
Date:

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

Attachment to and part of Letter Proposal  
Dated: August 20, 2014  
Project: Dietrich SD Pre-Bond Services  
Owner: Dietrich School District

**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, fax and email
3. Providing as-built record drawings of existing facilities, topographic and legal surveys, geotechnical reports, etc., 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, reproduction, postage, travel and mail expenses.

**ARCHITECT'S RESPONSIBILITIES:**

1. The Architect (DWA) shall perform the scope of services detailed in the proposal attached to these General Conditions.
2. The responsibilities of the Architect with respect to the subject projects do not include evaluation of the Owner's project budget, preliminary estimates of probable construction costs, or detailed estimates of construction costs (unless identified in the letter proposal). The Architect does not warrant or represent that bids or negotiated prices will not vary from the Owner's project budget.
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:**

**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 his consultants will not be 100% free from inconsistencies, conflicts or discrepancies and that the Architect does not guarantee such perfection.

**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.

Signature

Date

James D. Coles, President

DIETRICH SCHOOL DISTRICT

Signature

Date

Neal D. Hollingshead