

January 9, 2025

## **A/E Services Proposal**

Mr. Brandon Anderson  
USD 457 Garden City Schools  
1205 Fleming Street  
Garden City, KS 67846

Dear Brandon,

RE: Garfield Early Childhood Center Re-Roof Area A

On behalf of GMCN, let me thank you for this opportunity to offer you a proposal for the project referenced above. This shall serve as a letter of agreement for architectural services as described below.

### **Project Scope**

Partial re-roof of Garfield Early Childhood Center, 121 W Walnut St., Garden City, Kansas. I understand the scope of work is as follows:

#### **Re-Roof:**

- Approximately 33,107 s.f. +/-
- Tear off existing Built-Up Gravel Roofing – down to existing roof deck.
- Install new Polyisocyanurate roof insulation
- Install new 1/2" Cover-Board – Isogard HD Cover Board
- Install new TPO or Mod-Bit Roofing
- Sheet Metal – Pre-Finished 24 gauge – KYNAR 500 – coping cap and counterflashing where required

The construction budget has yet to be determined, however based on the information above and on past project experience and current market conditions I would anticipate an approximate construction budget for this project is between \$1,026,320 and \$1,092,550. The project will be design/bid/build.

### **Architect Services**

GMCN will be contracted directly with USD 457 and therefore all communiqué shall be through USD 457. Any Contractors selected to perform this work and GMCN will be under separate contracts throughout the project and independent as to each other.

We propose to provide the following services:

- Basic Architectural Design Services for Re-Roofing
- Construction Administration

GMCN will provide the following construction documents;

- Roof Plan
- Roof Details
- Specifications

### **Services not provided**

Services not provided include but are not limited to: analysis of Kansas Department of Health and Environment (KDHE) Stormwater Discharges associated with construction activity requirements, water retention calculations and/or plans, Civil Engineering, hazard materials survey, testing, and/or abatement, land/property survey, geotechnical services, furniture selection, equipment selection, and any other services not stated in "Architect

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Services". Compensation for additional services beyond the terms and conditions of this agreement shall be computed at Architect's then current hourly rate schedule.

**Fee**

The fee for the Architect Services stated above will be a fixed fee of **\$47,670.00** plus reimbursable expenses.

**Reimbursable Expenses**

Expense for mileage, meals, lodging, travel time, plots, reproductions, photography, postage, long distance telephone charges including faxes, shall be billed as a reimbursable expense. A multiple of 1.15 times the expenses incurred by the Architect shall be applied. We will endeavor to keep these expenses to a minimum.

**Payment**

Regular monthly payment shall be made based on the percentage of work completed by the Architect within 30 days of receipt of Architect's invoice. Amount unpaid 60 days after the invoice date shall bear a late payment fee of 1.5% per month (18% annually).

**Hourly / Additional Services**

Compensation for work done on an hourly basis and additional services beyond this proposal shall be computed at Architect's then current hourly rate schedule. GMCN's current hourly rate schedule is as follows:

Principal 1	\$140 / hr
Principal 2	\$120
Associate 1	\$105
Associate 2	\$95
Staff 1	\$85
Staff 2	\$75
Staff 3	\$65

**Limitation of Liability & Indemnification**

In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Owner, Contractor, and all subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and to all those named shall not exceed the Architect's total fee for services rendered on the project for which the claim(s) originate. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Contractor's negligent acts, errors or omissions and those of his or her subcontractors or consultants or anyone for who the Contractor is legally liable, and arising from the project that is the subject of this Agreement.

GMCN shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences of procedures or for safety precautions or programs in connection with the work, for the acts or omissions of the Owner, Contractor, its subcontractors or any other person performing any of the work, or for the failure of any of them to carry out the work in accordance with the construction documents.

**Dispute Resolution**

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of GMCN's services, GMCN may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration. The Contractor and GMCN shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in

accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Wichita, Kansas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**Qualifications**

This proposal is offered with the following qualifications:

1. This proposal is offered to USD 457 exclusively.
2. Architectural fees are based on current project scope as outlined above. GMCN reserves the right to revise our fees if this scope or budget is modified.
3. This proposal is good for 30 days from the date of issuance.

If this proposal is acceptable, please sign below. If terms and/or conditions of this proposal are not acceptable, please call me and we can discuss items that may need to be negotiated. GMCN will request a Purchase Order from USD 457 to bill towards.

We look forward to working with you. If you have any questions or require further information, please call. Thank you again!

Owner: **USD 457 Garden City Schools**

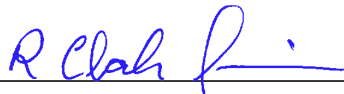
Architect: **GMCN Architects**

\_\_\_\_\_  
*Signature*

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

  
\_\_\_\_\_  
*Signature*

Print Name: R. Clark Simpson

Print Title: Senior Principal Architect

Date: 2025-01-09