



# Memo

To: Mayor and Hayden City Council

From: Lisa Ailport, City Administrator

Date: June 16, 2026

**Agenda Item: Consider Professional Services Agreement with Architects West for Phase 1 Design of McIntire Park**

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## **Agenda Item Location**

New Business

## **Background and Recommended Action or Motion**

Staff recommends authorizing the Mayor to sign the contract with Architects West to complete Phase 1 Design of McIntire Park in the amount, not to exceed without prior council approval, of \$228,500.

After completing the Master Planning work for McIntire Park, the next steps in the evolution to construction is to design the park and prepare the bid documents for construction of Phase 1 and portions of Phase 2 as part of this work. Staff expects to work with HURA and/or use Impact Fee dollars to cover the costs associated with design.

## **Fiscal Impact**

The decision to move to design will cost the amount included in the proposal, no additional fiscal impact is anticipated until after construction is complete.

## **Budget Funding Source / Transfer Request**

121-113-59831-9006

## **Attachment**

Professional Services Agreement with Architects West  
Scope of Service for Phase 1 Design



AGREEMENT made between The City of Hayden Governmental Entity, a political subdivision of the state of Idaho, herein "ENTITY" and, Architects West, herein "CONSULTANT".

The parties agree as follows:

1. **SCOPE OF WORK:** ENTITY engages CONSULTANT to perform the work associated to the attached scope of service for Design level work associated with McIntire Park, Phase 1. Further details are outlined in Exhibit A – Fee Proposal Letter, attached.
2. **PAYMENT:** ENTITY agrees to pay CONSULTANT for their services rendered under this Agreement at the attached rates per hour as attached with the scope of service not to exceed without prior approval of \$228,500, as dictated by the Hayden City Council and communicated to the CONSULTANT. The parties agree that CONSULTANT will invoice ENTITY for payment under this Agreement for services rendered herein.
3. **RIGHT OF CONTROL:** CONSULTANT has no obligation to work any particular hours or days or any particular number of hours or days. CONSULTANT agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.
4. **INDEPENDENT CONSULTANT RELATIONSHIP:** CONSULTANT is an independent CONSULTANT and is not an employee, servant, agent, partner, or joint venturer of ENTITY. ENTITY shall determine the work to be done by CONSULTANT, but CONSULTANT shall determine the legal means by which it accomplishes the work specified by ENTITY.
5. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by ENTITY on behalf of CONSULTANT or the employees of CONSULTANT. CONSULTANT shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONSULTANT understands that CONSULTANT is responsible to pay, according to law, CONSULTANT's income tax. CONSULTANT further understands that CONSULTANT may be liable for self-employment (Social Security) tax to be paid by CONSULTANT according to law.
6. **LICENSES AND LAW:** CONSULTANT represents that he possess the skill and experience necessary and all licenses required to perform the services under this agreement.

CONSULTANT further agrees to comply with all applicable laws in the performance of the services hereunder.

7. FRINGE BENEFITS: Because CONSULTANT is engaged in its own independently established business, CONSULTANT is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of ENTITY.

8. WORKER'S COMPENSATION: CONSULTANT shall maintain in full force and effect worker's compensation for CONSULTANT and any agents, employees, and staff that the CONSULTANT may employ, and provide proof to ENTITY of such coverage or shall provide proof that such worker's compensation insurance is not required under the circumstances.

9. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES: CONSULTANT shall supply, at CONSULTANT's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

10. EFFECTIVE DATE: This contract will run from the date at which it is signed by both parties until such time as the services are deemed no longer needed by the Mayor and Council or contract fulfillment is reached.

11. WARRANTY: CONSULTANT warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONSULTANT acknowledges that it will be liable for any breach of this warranty.

12. INDEMNIFICATION: CONSULTANT agrees to indemnify hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of CONSULTANT, CONSULTANT's agents, employees, or representatives under this Agreement.

13. WAIVER OF CLAIMS: CONSULTANT, by signature of this document does hereby waive any rights to any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the acts up to \$1,000,000 against the ENTITY.

14. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

15. CHOICE OF LAW: Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

16. ENTIRE AGREEMENT: This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

17. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

18. CERTIFICATION CONCERNING BOYCOTT OF ISRAEL: Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000)

and CONSULTANT employs ten (10) or more persons, CONSULTANT certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

19. ATTORNEY FEES: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

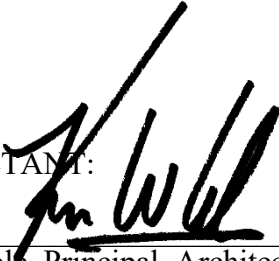
20. Certification that Company is Not Currently Owned or Operated by the Government of China. Pursuant to Idaho Code section 67-2359, CONSULTANT certifies that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China. The terms defined in Idaho Code section 67-2359 shall be the meaning defined therein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ENTITY:

\_\_\_\_\_  
Mayor

CONSULTANT:

  
\_\_\_\_\_  
Kevin Cole, Principal, Architects West, Inc.

ATTEST:

\_\_\_\_\_  
City Clerk

Form and content approved by Fonda Jovick, as attorney for the City of Hayden.

June 5, 2026

City of Hayden  
Attn: Lisa Ailport, City Administrator  
8930 N Government Way  
Hayden, Idaho 83835

RE: City of Hayden McIntire Park  
PHASE 1 PROFESSIONAL SERVICES FEE PROPOSAL

Dear Lisa Ailport,

Thank you for the opportunity to provide this proposal for Phase 1 implementation of the McIntire Park Master Plan. This proposal outlines our understanding of the Phase 1 scope, the professional services we propose to provide, the anticipated schedule, and our fee proposal. Please review the following information and feel free to contact me to discuss any questions you may have.

### **Project Understanding:**

Architects West has been asked to develop design, permitting, bidding, and construction documents for Phase 1 improvements at McIntire Park in Hayden, Idaho. The work is intended to advance the adopted master plan into a constructible first phase that supports initial park use while establishing infrastructure for future phases.

The McIntire Park Master Plan identifies Phase 1 as the first implementation package for the park. Phase 1 focuses on site preparation, earthwork, utility and infrastructure improvements, a new approach from Honeysuckle Avenue, new parking lot, new pathways, Christmas tree installation, and the stage/band shell with access road. The first phase establishes the primary open lawn/turf area, portions of the circulation network, the food truck row, and related site improvements.

The professional services described below are therefore organized around civil, landscape, electrical, architectural, and structural work needed for Phase 1. Future master plan elements such as the playground, natural play area, multi-use sports court, restroom building, bocce ball, trellis, and other Phase 2 improvements are excluded except where coordination is required to avoid conflicts or to prepare infrastructure for future work.

### **Process for Project Development:**

#### **TASK I - Phase 1 Validation / Schematic Design**

- **Estimated Timeline:** 4-6 weeks
- **Scope Description:**

- Review the adopted McIntire Park Master Plan and confirm the Phase 1 limits, priorities, and deliverables with City staff.
- Validate Phase 1 scope items including site preparation, earthwork, utility and infrastructure improvements, Honeysuckle Avenue approach, parking lot, stage/band shell, open lawn/turf area, food truck row, irrigation, and electrical site improvements.
- Confirm which existing site elements are to remain, be protected, be removed, or be modified during Phase 1 construction.
- Review available survey, geotechnical, utility, environmental, and record information and identify additional information needed to support design.
- Coordinate initial input from civil, electrical, architectural, and structural.
- Identify permitting, agency coordination, and approval requirements for the Phase 1 improvements.
- Coordinate with City for future grant applications and plan requirements for submittal.
- Deliverables:
  - Site plan concept and narrative defining scope and design.
  - Civil narrative including utilities, stormwater, and right of way improvements.
  - Electrical narrative describing scope of electrical work and coordination requirements.
  - Architectural and structural narrative describing the scope of the stage/band shell.

## TASK II - Design Development

- **Estimated Timeline:** 4 to 6 weeks
- Scope Description:
  - Develop the approved schematic Phase 1 concept to Design Development level.
  - Coordinate site layout, grading, drainage, utilities, parking, access, pathways, lawn/turf areas, landscape, irrigation, and electrical infrastructure.
  - Develop the stage/band shell design, including preliminary architectural design, structural system, foundations, power, lighting, and performance-related infrastructure needs.
  - Review design progress with City staff and incorporate feedback related to operations, events, maintenance, circulation, parking, public safety, and future phase coordination.
  - Coordinate with the Authority Having Jurisdiction and affected utility providers to confirm permitting expectations and service requirements.
  - Update the construction cost opinion based on the Design Development documents.
- Deliverables:
  - Design Development site plan including demolition, layout, grading, irrigation, planting, and associated site details.
  - Stormwater, and utility design plans at Design Development level.
  - Stage/band shell plans, elevations, sections, material concepts, and structural system concepts.
  - Electrical site infrastructure plans including site lighting, power distribution, band shell power, food truck power coordination, irrigation controls, and service coordination.
  - Outline specifications and updated opinion of probable construction cost.

### TASK III - Construction Documents

- **Estimated Timeline:** 6 to 8 weeks
- Scope Description:
  - Prepare Construction Documents for Phase 1 improvements suitable for permitting, bidding, and construction.
- Deliverables:
  - Site/Civil Design
    - Demolition Plan
    - Layout Plan
    - Grading Plan
    - Site materials plan
    - Irrigation Plan
    - Stormwater design and calculations
    - Utility Services plan
    - Material Specifications and details
    - Phasing Plan if needed
    - Site utilization plan
  - Architectural / Structural Design
    - Stage/band shell plans, elevations, sections, and details.
    - Foundation plan and structural details for the stage/band shell.
    - Material specifications and details
  - Electrical Design
    - Power systems plan
    - Lighting and lighting control plan for band shell
    - Site Lighting and electrical utility service coordination
    - Electrical equipment schedules, details, and technical specifications.
  - Bidding and Project Manual Documents
    - Bid documents and front-end coordination with the City.
    - Technical specifications in Construction Specifications Institute (CSI) format where applicable.
    - Contract documents based on an AIA Owner-Contractor agreement, subject to review by Owner legal counsel.

### TASK IV - Permitting and Bidding

- **Estimated Timeline:** 6 to 8 weeks
- Scope Description:
  - Assist the City with permitting applications and agency submittals required for Phase 1 construction.
  - Coordinate permit review comments and prepare document revisions or responses as required.
  - Coordinate issuance of construction documents for bidding.
  - Assist with bid advertisement, pre-bid meeting coordination, and bidder questions.
  - Prepare addenda as needed during the bidding period.
  - Assist the City with bid review and recommendation for award.

### TASK V - Construction Administration

- **Estimated Timeline:** Duration of construction (assume 6 to 8 months)
- Scope Description:

- Review contractor submittals and shop drawings for general conformance with the Contract Documents.
- Coordinate responses to Requests for Information (RFIs).
- Participate in construction management and Owner team meetings. Assume bi-weekly meetings for the construction duration unless adjusted by the City.
- Provide construction observation site visits and field reports. Site visit frequency shall be coordinated with the City and may be adjusted to the pace of construction.
- Review contractor monthly payment requests.
- Prepare and review change order requests as needed.
- Project closeout, including one Substantial Completion inspection by the A/E team and one final completion inspection. Substantial Completion will include review and tracking of the Contractor punch list and issuance of a substantial completion certificate. A final completion letter will be issued when required.

### **PROPOSED FEE:**

Architects West proposes to provide the Phase 1 professional services described above for a fixed fee of Two hundred twenty-eight thousand and five hundred dollars (**\$228,500**).

Consultant Services and Project Support include the following:

- Environmental Site Assessment
- Boundary Survey & Topographic Survey
- Geotechnical Evaluation
- Civil Engineering
- Site Design / Landscape Architecture
- Structural Engineering
- Architectural Design
- Electrical Engineering
- Cost Estimating

Although this proposal is for Phase 1, a significant portion of the work completed during this effort will benefit Phase 2 and later park improvements. This includes coordination of site utilities, grading, infrastructure, survey, geotechnical information, and overall design systems that are not limited only to Phase 1. As a result, the Phase 1 fee is higher than it would be for a stand-alone first phase only. However, this early work is intended to reduce the level of effort required for Phase 2, making that future phase more efficient and more “plug and play” once the City is ready to proceed.

This approach is also reflected in the survey and geotechnical proposals, which were priced to capture information for the broader park area and not only the immediate Phase 1 construction limits.

### **GENERAL INFORMATION AND ASSUMPTIONS**

- The scope of this proposal is limited to Phase 1 of the McIntire Park Master Plan. Phase 2 improvements are excluded except where coordination is required to support future implementation.



210 E Lakeside Ave  
Coeur d'Alene, ID 83814

t. 208.667.9402  
architectswest.com

- Phase 1 is assumed to include site preparation, earthwork, utilities and infrastructure, Honeysuckle Avenue approach, parking lot, stage/band shell, walkways, irrigation, landscape, and electrical improvements within the Phase 1 limits.
- Playground, natural play area, multi-use sports court, restroom building, bocce ball, trellis, and other Phase 2 improvements are excluded unless added by written authorization.
- Hazardous materials investigation, environmental remediation, traffic studies, off-site roadway design beyond the required approach improvements, and agency application fees are excluded unless added by written authorization.
- Furniture, movable equipment, performance equipment, sound systems, and temporary event equipment are excluded unless specifically included in a future scope amendment.
- Opinions of probable construction cost are provided for planning purposes and are not a guarantee of bids or construction cost.
- Acoustical engineering related to the band shell is not included but is an option we can explore if deemed appropriate.

Reimbursable expenses are in addition to the fees above and include expenditures made by the Architect in the interest of the Project. Reimbursable expenses are subject to a ten percent administrative fee.

- Reprographics for deliverables.
- Mailing expenses.
- Sub-consultant expenses when not included in Architects West fixed-fee Basic Services.
- Project website, if required.
- Bid document posting expenses to a third-party document management website, if required.
- Permit application fees and agency review fees, if required.

Please let me know if you have any questions or require clarification regarding any aspect of this proposal.

Sincerely,

ARCHITECTS WEST, INC.

A handwritten signature in black ink, appearing to read 'Bryce Olberding', written over a light blue horizontal line.

Bryce Olberding  
Principal

A handwritten signature in black ink, appearing to read 'Molly Teal', written over a light blue horizontal line.

Molly Teal  
Landscape Architect