

March 31, 2025

City of Three Forks
Attn: Crystal Turner – City Clerk/Deputy Treasurer
206 S Main Street
PO Box 187
Three Forks, MT 59752
(406) 285-3431
cturner@threforksmontana.us

RE: City of Three Forks – Fire Department Addition
Project Number: 24117

Dear Crystal:

Thank you for the opportunity to provide a proposal for architectural services designing and assembling permit drawings for the addition to the fire department at 13 E Date Street, (Three Forks Orig Townsite, S25, T02N, R01E, Block 24, lot 1&2, Plat D-18.) Upon receipt of a signed proposal, we will start the project. Our scope of work is divided into standard phases outlined below. We propose to perform our scope of work on an hourly basis and we have provided estimates for the standard phases below.

SCOPE OF WORK

Pre-Design (PD) phase: **Architectural Fee Estimate: \$1,500**

We will visit the site again to measure, then document the existing spaces immediately adjacent to the proposed area of the addition in our software. The deliverable for this phase is an existing building footprint and floor plan of the immediate adjacent area that is needed for the following phases.

A Site Survey is needed to locate the building relative to the property corners and any easements so we can develop a site plan (see assumptions section below).

Schematic Design (SD) Phase: **Architectural Fee Estimate: \$2,500**

The goal is to develop the basic concept plan for a new ADA restroom or two and two showers, lockers, and flex space within the rectangle of unbuilt space on the SW corner of the existing building. The target area of the addition is between 300 and 480 square feet (30x16). Once the Schematic Design is approved, we will be ready for the next phase. The deliverables for this phase are: floor plan, and elevations.

Design Development (DD) Phase: **Architectural Fee Estimate: \$1,500**

During this phase we progress the design with additional detail and refinement and develop demolition requirements. We develop building sections, lighting and outlet layout, finish materials, etc. We will send base drawings to your engineer (assuming Wilson Engineering) for them to develop drawings and details to be part of the set. Most of the correspondence during this phase will be via email.

Construction Documents (CD) Phase: **Architectural Fee Estimate: \$1,000**

This phase takes the design development drawings and fills in and finalizes the technical details required for a constructable set. We will review the structural engineers design for lateral and gravity systems. We will develop the commercial energy code information required by the state. We will apply for and respond to the state for a building permit. Once complete we issue the approved set which is now ready for your contractor to finalize pricing and build the project. Once the Construction Documents set has been issued, continued work falls under the Construction Administration phase or as additional services.

Deliverables for this phase are: floor plans, building elevations, building sections, electrical and lighting layout.

Consultants:

Structural Engineering Allowance: contracted direct w/ client
Geotechnical Engineering: contracted direct w/ client
Civil Engineer Survey: contracted direct with client

Construction Administration (CA) Phase: This phase will be billed at our hourly rates if and as needed.

This Phase starts once the CDs have been issued and or when excavation has begun. Scope items may include:

- Shop Drawing Review:
 - Steel fabrication (Beams/Columns, custom connections, moment frames, etc.)
 - Pre manufactured trusses
 - Casework
 - Doors and Windows
- Cut Sheet-Specification Review:
 - Lighting & Electrical
 - HVAC routing
- Answering questions from the General Contractor and providing any necessary clarification sketches.
- Site Visits on an as needed basis, to see construction progress and meet with the contractor to observe that the general intent of the design is being met and answer any questions.
- Screen Share Meetings for Owner, Architect, Builder.

Assumptions:

- A Builder's Set is a limited set of drawings to properly communicate the project design to the general contractor. It does not cover complex coordination. The general contractor will carry the "builder's set" of drawings through completion of construction. The general contractor shall be responsible to ensure all phases of construction comply with any and all applicable codes. Further, it is understood that the general contractor will be responsible for any required detailing not covered in the set of drawings, including but not limited to: standard construction practices such as flashing conditions with roof, wall, and floor drainage planes as well as building fenestrations, standard connection details, snow melt systems, site work and any other details not provided in the set of drawings as well as coordination with the various manufacturers involved throughout the project. A builder's set does not have a specification book. The general contractor shall coordinate any and all systems not covered in these documents, including but not limited to; mechanical system, plumbing system, interior finishes, associated details, and plumbing/lighting fixture selections. We are able and can provide any additional support requested but it is not factored in the estimates.
- Our scope of work does not involve testing for or remediation of substances often found in old structures such as but not limited to asbestos and lead paint.
- Any client modifications to the design beyond the Schematic Design Phase and/ resulting modifications to plans during the following phases can be provided as additional services but is not factored in the estimates.
- Civil engineer survey: I estimate it would cost \$500-750 assuming surveyors are able to locate property pins. We can coordinate this with our consultant surveyor but it is not factored in this proposal.
- We recommend having a Geotechnical recommendation done to incorporate the recommendations into the structural design. The recommendations would then be verified by the geotechnical engineer during excavation. We will defer to what your structural engineer requires.
- While we strive to coordinate new construction with existing conditions, it is possible that not all existing conditions can be captured during the design process and there may be issues typical of remodels that arise during construction that we may need to provide solutions for in coordination with the structural engineer and your builder. Those items will be billed at our hourly rates and fall outside of the estimated

fees.

- Site grading and drainage by others.
- Coordination of exact utility location/relocation by others.
- Coordination and permitting of water and sewer change permitting by others.
- Structural engineering will be coordinated with the engineer who has already been retained by the city, assuming Wilson Engineering.
- No landscape provisions provided or coordinated.

Reimbursable Architectural Cost:

In addition to the fees quoted above, normal and customary reimbursable expenses will be billed to the Client at the actual cost x 1.10 (+10%). Please reference the attached Terms and Conditions for additional information.

Additional Services:

The above fees are based on the Scope of Work listed above. Changed, additional, or extra services are excluded from this Agreement, and shall only be performed upon the written agreement of the Client and Formescent Architects, PLLC. Please reference the attached Terms and Conditions for additional information.

Limitations of Liability:

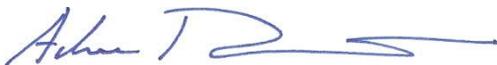
This proposal is subject to the Terms and Conditions, which is attached hereto and incorporated herein by this reference. As to the liability of Formescent Architects, PLLC, if any, arising out of the services performed or agreed to hereunder, the Client and Formescent Architects, PLLC. agree that the entire joint, several and individual liability of Formescent Architects, PLLC., its officers, agents, representatives and employees, irrespective of the number of claims or theory of recovery (including but not limited to indemnity, breach of contract or warranty, negligence, misrepresentation or strict liability), shall in no event exceed the actual proceeds of insurance coverage, if any, provided by Formescent Architects professional liability insurance policy.

Conclusion:

If this proposal is satisfactory, please sign below and return one copy to us as authorization to proceed. Please do not hesitate to call should you have any questions.

We look forward to the opportunity to working with you.

Sincerely,
Formescent Architects



Adam Racow, Principal Architect

Attachment

TERMS AND CONDITIONS

1. Unless specifically stated otherwise, Formescent Architects, PLLC's Scope of Services do not include, without limitation, the following:

- Field verification of existing conditions
- Soils investigation
- Land survey, topography, tree survey or metes and bounds description.
- Grading and Erosion Control plan.
- Sensitive Lands permit requirements
- Construction materials testing
- Fire sprinkler design, mechanical, electrical, and plumbing design.
- Modifications required during construction due to unforeseen circumstances beyond Formescent Architects, PLLC's control
- Fast-track construction
- Building Permit fees, Design Review fees, or any other fees paid to public bodies having jurisdiction over the project
- Appeals, variances, public hearings
- Marketing materials
- Special Permits
- Mirroring of building plans.
- As-Built drawings or record drawings.
- Construction Cost Estimate- Formescent Architects cannot and do not warrant any estimated pricing or probable construction cost information developed for the project by the Architects. Construction cost estimating shall be the responsibility of the General Contractor and/or professional cost estimator. The Owner agrees and acknowledges that Formescent Architects shall not in any way be responsible for providing any cost or budget estimates on this project and that Formescent Architects shall not be held liable for any damages and/or claims arising out of, or relating to, such cost or budget estimates. Any review and/or evaluation by the Architects of cost data and budget estimates made by others shall not be interpreted as Formescent Architect's approval and/or ramification of such cost, budgets or estimates.

2. All documents, including but not limited to electronic documents, prepared under this contract are for use only with project and may not be used for any other purpose without the express and written approval of Formescent Architects, PLLC. Formescent Architects, PLLC shall be considered the creator and owner of all documentation created for this project, and shall retain rights, including but not limited to Formescent Architects, PLLC copyrights. Formescent Architects, PLLC and the Owner shall retain the right to use representation of the design in its promotional materials, but shall not have the right to include information deemed in writing by Formescent Architects, PLLC or the Owner as confidential or proprietary. Formescent Architects, PLLC grants the Owner the right to reproduce the documents for the purpose of constructing or maintaining the project. Reproduction of electronic documents shall be subject to a written Agreement limiting the use of such documents. Termination of this Agreement, with or without cause, by the Owner prior to completion of the project shall end the Owner's right to reproduction of the project documents, and all documents must be returned to Formescent Architects, PLLC within ten days.

3. Formescent Architects, PLLC reserves the right to amend this Agreement in the event of a change in the Owner's project budget following the Pre-Design phase. Formescent Architects, PLLC is entitled to compensation for additional services other than stated in this Agreement in the event of the discovery of unforeseeable site conditions or government requirements, which are different from conditions ordinarily expected. Any work performed beyond the scope of work set forth in the proposal shall be for additional fees and shall only be performed upon the written agreement of the Client and Formescent Architects, PLLC.

4. The Owner and Formescent Architects, PLLC waive and release any and all claims against the other, and their respective officers agents, representatives and employees, for any indirect, special, reliance, incidental, consequential or exemplary damages, arising out of or in connection with performance of services under this Agreement, whether in any action based on contract (including breach, misrepresentation or warranty), delay, negligence (active or passive), strict tort liability or otherwise.

5. Formescent Architects will invoice the client monthly. The invoices will reflect work completed and reimbursable expenses incurred to date. Invoices are due within 30 days of client's receipt and are considered past due thirty-one days after receipt. Past due accounts will force us to cease work until the account is made current. Plans and specifications will not be released for pricing, permit, or construction if there is a past due balance. Amounts unpaid sixty days after receipt of invoice shall bear interest at the lesser of eighteen percent per annum or the max. interest rate allowed by Montana Law. The Owner shall pay the Architect for all expenses (including reasonable attorney's fees) incurred in collecting any payment of interest thereon. Formescent Architects reserve the right to renegotiate fee and schedule should the intended scope or revisions to the scope change.

Professional Hourly Rates:

Principal Architect (Arch III)	\$180
Architect II	\$150
Architect I	\$140
Architectural Designer	\$115
Architectural Drafter	\$96
Architectural Intern	\$90
Clerical	\$70

Reimbursable Expenses:

Reimbursable costs are in addition to the Contract Sum. Normal and customary reimbursable expenses will be billed to the Owner at the actual cost x 1.10 (+10%). Reimbursable expenses include, but are not limited to, all oversized print and reproduction, copies, express mail, messenger service, and mileage. This applies to all actual third-party reasonable and customary expenses.

Consultant Fees: Cost plus 10% (Payment for consultant services may be billed as a retainer prior to their work.)

Shown above are the hourly rates for the various employees and reimbursable costs to Formescent Architects, PLLC. Billing rates are subject to change January 1 of each year and will be capped at 5% increase annually. Formescent Architects, PLLC reserves the right to change its professional service fee schedule upon thirty (30) day written notice to the client. The above stated fees and costs are valid for thirty (30) days from the date of this proposal. We reserve the right to renegotiate fee and schedule and add a fee to restart a project that has been on hold for sixty (60) days or more. Any restart fee to be capped at \$800.

6. In the event Formescent Architects, PLLC places Client's account with an attorney or agency for collection, Client agrees to pay all costs of collection, including attorneys' fees and costs, whether or not any suit, action or arbitration is filed or commenced. In the event of any such suit, action or arbitration, the prevailing party shall be entitled to recover the costs thereof, including reasonable attorney's fees, incurred at any stage of the proceedings, including on appeal.

7. Owner shall not offset, withhold or deduct any amounts for claims, losses or damages arising from Formescent Architects, PLLC's services, from any undisputed payments due Formescent Architects, PLLC for services performed, unless and until such time as Formescent Architects, PLLC has been judged legally liable for such claim, loss or damage by a court or arbitrator of competent jurisdiction.

8. Either party may terminate this agreement upon written notice, effective immediately. In such event, the Owner shall pay Formescent Architects compensation for professional services and reimbursable expenses to termination date, plus all expenses directly attributable to termination for which Formescent Architects has not otherwise been compensated, in accordance with the terms of this agreement. If Formescent Architects terminates the agreement, and provided Formescent Architects is not in breach, the Owner shall pay Architect's compensation for actual professional services rendered and reimbursable expenses incurred prior and up to the termination date. If termination occurs, Formescent Architects will provide the Owner with copies of all design materials to date. Formescent Architects, PLLC reserves the right to suspend services and/or terminate this agreement in the event that the Owner fails to make payments in accordance with the agreement or fails to proceed with the project. In the event of early termination, Formescent Architects, PLLC shall be held harmless for any and all claims arising out of the project. The drawings, specifications and other documents prepared by Formescent Architects, PLLC cannot be used in the completion of the project or for any other purposes without Formescent Architects, PLLC's express written consent.

9. The Construction Administration Phase is for the purpose of reviewing that the general intent of the design is being met and to help answer contractor questions and clarifications. Formescent Architects, PLLC is not acting as your representative with respect to general contractor, subcontractors, or any other professionals' work and are not responsible for and having no control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the general contractor, sub-contractors, and any other professionals' work. We are not responsible for and have no control or charge over the acts or omissions of the general contractor, subcontractors, other professionals, or any of their agents or employees, or any other persons performing any of the work, and shall not be responsible for any of their acts or omissions, including but not limited to the failure of any of them to carry out the work in accordance with the plans.



CORRESPONDENCE
109 E. Oak St., Ste 1F
Bozeman, MT 59715
(406) 624-0200
info@formescent.com
www.formescent.com

10. Formescent Architects, PLLC reserves the right to keep signed agreement in electronic form only.

Accepted:

Billing Information:

Name: _____

Title: _____

Address: _____

Signature

Date

Email: _____

Phone: _____

Printed Name