

December 11, 2024

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@threeforksmontana.us](mailto:cturner@threeforksmontana.us)

**RE:** City of Three Forks – City Hall Renovation  
**Project Number:** 24116

Dear Crystal:

Thank you for the opportunity to provide a proposal for architectural services assembling permit drawings for the renovations at City Hall (Three Forks Original Townsite, S25, T02 N, R01 E, Block 16, Lot 3, Plat D-18). We propose to perform our scope of work on an hourly basis and we have provided estimates divided into standard phases outlined below.

## SCOPE OF WORK

### **Measured Drawings (Pre-Design (PD) phase):**

**Architectural Fee Estimate: \$1,500**

We have visited the site, measured (for the sake of expediting), then will document the existing spaces that are to be renovated with our software. We will coordinate permitting process with the state building department. The basic desired changes have already been developed conceptually so our role in this phase is more to ensure it all works, essentially skipping the design phase. The deliverable for this phase is an existing floor plan that is needed for the following phases.

### **Design Development (DD) Phase:**

**Architectural Fee Estimate: \$2,200**

During this phase we coordinate desired new layout with existing conditions and develop a demolition plan and new floor plan. We may need to visit the site again to confirm and gather any missing dimensions. We will develop a code review to check for life safety and accessibility requirements. We will also develop lighting and outlet layout for use in coordination with your electrician who has been contracted direct with you. At the end of this phase we give the drawings to your structural engineer to use for their work.

### **Construction Documents (CD) Phase:**

**Architectural Fee Estimate: \$1,600**

This phase takes the design development drawings and fills in and finalizes the technical details required for a constructable set. Your Structural Engineer will design any required lateral and gravity systems and provides associated pertinent structural details that we incorporate into the drawing set. We will apply for State building permit as required. 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, demo plan, electrical and lighting layout, and engineered structural plans (foundation plan, floor framing plan, roof framing plan, structural general notes, and pertinent details beyond standard construction practices).

### **Construction Administration (CA) Phase:**

**This phase will be billed at our hourly rates if/as needed**

Involvement in this phase varies significantly between clients, contractors, project complexity, and/or outside parties involved, therefore not possible to estimate.

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, etc.)
  - Casework
  - Doors and Windows
- Cut Sheet-Specification Review:
  - Lighting & Electrical
  - HVAC
- 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 will communicate our findings to the client.
- Screen Share or site 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.
- Any client modifications to the design beyond the Schematic Design Phase and/ resulting modifications to plans during the following phases are not factored in the estimate.
- 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 our structural engineer and your builder. Those items will be billed at our hourly rates under CA phase and fall outside of the estimated fees.
- We are not able to provide any support around any hazardous building materials.
- We are aware of prelim budget for this work done ahead of our involvement and will remain not involved with construction budget.
- Structural engineering has already been contracted by the City direct but we will coordinate directly with Ed Wilson.
- Electrical & lighting: Without hiring a consultant we are not able to prove light levels outputs or meet energy code requirements for daylight and occupancy sensors so we will rely on your electrician for that part or need to bring on a consultant if required.
- Mechanical and Plumbing assumed to be bidder designed systems and can assist with minor coordination affecting architectural and structural systems.
- No work on the exterior shell of the building or site factored in this proposal.

**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)	\$177
Architect II	\$156
Architect I	\$140
Architectural Designer	\$110
Architectural Drafter	\$94
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, photographs, express mail, messenger service, model and drawing supplies, and mileage. This applies to all actual third-party reasonable and customary expenses.

Estimated item expense cost:

	Current Market Rate
Oversize Bond Plots	
Inhouse 8.5" x 11" B&W Production Copies	\$ .10 each
Inhouse 11" x 17" B&W Production Copies	\$ .20 each
Inhouse 8.5" x 11" Color Production Copies	\$ .30 each
Inhouse 11" x 17" Color Production Copies	\$ .50 each

**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.

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

**Accepted:**



Signature Date

Printed Name

**Billing Information:**

Name:	City of Three Forks
Title:	Attn: City Clerk
Address:	PO Box 187
	Three Forks, MT 59752
Email:	cturner@threeforksmontana.us
Phone:	406-285-3431