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September 24, 2024

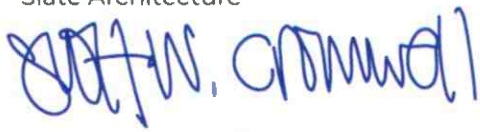
Granite County Commissioners  
Granite County  
P.O. Box 489  
Philipsburg, MT 59858

Subject: Fee Proposal – Granite County Courthouse Reroof (Schematic Design, Design Development, Construction Documents, and Construction Administration)

We are pleased to submit this proposal for the design of the re-roof for the Granite County Courthouse. Slate Architecture will coordinate with CRCI, LLC (Dave Kauffman) to develop the new plans required to acquire a building permit from the State of Montana Building Department and bids from qualified contractors for this proposed roof work.

If you have any questions, please do not hesitate to contact me at 406.457.0360 or via email at [scottc@slatearch.com](mailto:scottc@slatearch.com).

Sincerely,  
Slate Architecture



Scott W. Cromwell, NCARB, AIA, LEED AP<sup>BD+C</sup>  
Principal Architect





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**Project Description:**

The Granite County Courthouse's roof needs repaired and/or replaced following an independent roof investigation by CRCI, LLC. CRCI, LLC has asked Slate Architecture to assist with putting together drawings and specifications to provide for a complete tear off and re-roof of the courthouse. This work may include new windows whereas the width will match existing but the sills may be raised. With the minimal nature of this work, Slate Architecture plans to develop the necessary drawings and designs without engineering. This will be included as an additional service if additional engineering is required.

**Proposal Scope:**

The scope of this proposal consists of providing professional design only for the above-described project. We suggest that Construction Administration be included yet, on an hourly as needed/not-to-exceed basis.

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**Architectural Scope of Services:****Construction Document Phase**

- Prepare recommendations for materials, final plans, sections, and architectural details sufficient for permitting, (sub)contractor bidding and construction;
- Prepare an approval/sign off set of Construction Documents (drawings and specifications);
  - Modifications after approval could result in additional fees.
- Total of one (1) on-site construction document/design meetings during this phase.

**Bidding/Permitting Phase**

- Submit plans/specifications to the State of Montana Building Department for review and respond to any review comments as necessary;
- Assist General Contractors and Subcontractors with questions during bidding;
- Prepare responses to RFI's and issue addenda as required;
- Prepare "Issued for Construction" documents to incorporate all addenda and post-bid revision items; and
- Total of one (1) meeting during the bidding phase.

**Construction Administration Phase (Hourly/Not-to-Exceed Time and Materials)**

- Assist the GC and subcontractors' with questions;
- Review/approval of shop drawings and submittals;
- Respond to questions and Requests for Information (RFI's) from (sub)contractors;
- Assist the Owner during construction and provide progress inspections;
- Provide a substantial/final completion punch list at the conclusion of the project;
- Two (2) Job site meetings as needed during this phase;
- One (1) Punchlist Meeting; and
- One (1) Final Acceptance meeting.



**Project Fee:**

The fee is for a lump sum cost of **\$10,385.00**. This fee is to be used by Slate Architecture to develop the construction documents and provide bidding/permitting.

Construction Administration services for the above project scope and work scope will be an hourly/ not-to-exceed fee at **\$7,440.00**.

The maximum fee for the design team scope of services is **\$19,220.00**.

The fee proposal can be broken down into the following scopes of service:

Granite County Courthouse Reroof					
Discipline	Design Development	Contract Documents	Bidding / Permitting	Contract Administration (Hourly/ Not-To-Exceed)	TOTAL
Architecture	\$5,425.00	\$4,960.00	\$1,395.00	\$7,440.00	\$19,220.00
Totals	\$5,425.00	\$4,960.00	\$1,395.00	\$7,440.00	\$19,220.00

The proposed start date is immediate. The hourly fees and any additional design options or services will be invoiced at the following hourly rates:

Managing Principal	\$225.00/hour
Principal Architect	\$175.00/hour
Project Architect	\$150.00/hour
Senior Interior Designer	\$150.00/hour
Project Manager	\$130.00/hour
Design Professional	\$115.00/hour
Drafting Technician	\$100.00/hour
Clerical	\$ 75.00/hour

These rates are to remain consistent for the duration of this project. Billing will occur monthly.

**Reimbursable Expenses:**

Traditional reimbursable items include mileage, shipping and deliveries and reproduction expenses and are billed, actual, in addition to the project fee. For your project, these reimbursable items are *estimated* to be **\$400.00** with the bulk of this cost associated with the production of documents. The breakdown is as follows:

- Media and reproduction costs are estimated at **\$400.00** but will be billed actual.
  - Travel to site– (6 site visits are included in proposal. If additional trips are requested/necessary, trip cost/breakdown is as follows):
    - 184 miles \* \$0.67 = **\$123.00**
    - 3 hours of travel time (\$155/hr, reduced rate) = \$465.00
- Total trip cost: **\$588.00/trip**





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**Exclusions from Scope of Services:**

The following services are available but are not included in this proposal:

- Color Renderings of Designs
- Schematic Design
- Mechanical, Plumbing, Electrical, Structural, Civil, Engineering
- Fire Sprinkler System Design
- Commissioning
- Hazardous Material Identification and Abatement
- Permits and Fees
- Building Department or other Regulatory Agencies' preparation, filing, and meetings
- Record Drawings (As-Builts)
- Testing and Balance of Mechanical Systems
- Tel/com systems, including racks, patch panels, backbone cable, horizontal cable, terminations, jacks, and testing
- Security systems, including surveillance cameras and intrusion detection
- Audio-visual systems, including sound systems, public address systems, conference room video systems, and ADA hearing-assistance systems
- Access control systems
- Television (coax) distribution systems

**Approval:**

Note: This proposal will serve as an Exhibit to the Granite County contract.

By: 

\_\_\_September 25, 2024\_\_\_

Slate Architecture

Date





## THE TERMS

*Slate Architecture's Fee Proposal, Scope of Services and these Terms make up our Agreement. They set out how we will provide the Services, the fees we will charge and other important information. Please read the entire Agreement carefully and speak to the person who is handling your project if you have any questions or if anything is unclear.*

**1. Acceptance of Agreement**

Client shall return signed acceptance of this Agreement or otherwise provide Slate Architecture with written authority to proceed. If Client does not return a signed copy of this Agreement and Slate Architecture continues to provide Services, Client will be deemed to have accepted the Agreement in its entirety.

**2. Payment**

Unless otherwise agreed in writing, Slate Architecture will invoice Client monthly. Client shall pay each invoice submitted by Slate Architecture within 21 days of the date of the invoice. If Client fails to pay the invoice within 21 days, Client will be charged 16% interest on the overdue sum from the due date until payment is received. If Client objects to any portion of an invoice, Client shall notify Slate Architecture in writing within 10 calendar days of receipt of the invoice. Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute.

**3. Slate Architecture Obligations**

Slate Architecture will perform its obligations under the Agreement using reasonable care and skill in accordance with the normal standards of the architect profession. Slate Architecture will keep Client informed of the progress of the Project and of any issue that may impact the completion, cost or quality of the Project. Client acknowledges that Slate Architecture may subcontract certain Services.

The design process and its associated professional functions deal with judgments that are less than an exact science. Since the design process yields a one-of-a-kind solution that has never been constructed before, it is inevitable that perfect work cannot and should not be expected by Client.

To address potential oversights common to a one-of-a-kind design solution, Slate Architecture recommends that Client establish a construction cost contingency of 10% of the budget. Prudent planning for the construction phase recognizes that unforeseen expenses may occur and should be anticipated. It is the policy of Slate Architecture to advise Client to be mentally and financially prepared for the challenge of designing and building a unique structure.

**4. Opinions of Probable Cost**

Client understands that Slate Architecture has no control over costs or the price of labor, equipment, materials, or over the contractors' method or pricing, and that the opinions of probable construction cost, if provided, are made based on Slate Architecture's qualifications and experience. Slate Architecture makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bids or actual costs.



## **5. Value Engineering**

If client retains the services of a Value Engineer (VE) to review the construction documents, it shall be at Client's sole expense and shall be performed in a timely manner to not delay the orderly progress of the project. Client shall promptly notify Slate Architecture of the VE's identity and scope of services. All recommendations of the VE shall be provided to Slate Architecture for review and approval. If Client insists on utilizing VE recommendations rejected by Slate Architecture, Client agrees, to the fullest extent permitted by law, to waive all claims against Slate Architecture and to indemnify and hold harmless Slate Architecture from any damages, liabilities or costs, including reasonable attorney fees, arising in connection with or as a result of incorporating the VE recommendations.

## **6. Client Obligations**

Client will co-operate with Slate Architecture in all matters relating to the Services. Client shall furnish, at Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. Slate Architecture may use any information provided by Client in performing its services and is entitled to rely upon the accuracy and completeness thereof.

## **7. Ownership of Documents**

Client acknowledges Slate Architecture's construction documents and specifications, including all documents on electronic media, are instruments of professional service and are owned by Slate Architecture. Client shall not reuse, make or permit to be made any modifications to the drawings and specifications without the prior written authorization of Slate Architecture. Client agrees to waive any claim against Slate Architecture arising from any unauthorized transfer, reuse, or modification of the drawings and specifications. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Slate Architecture, its officers, directors, employees, and sub consultants against all damages, liabilities, or costs, including reasonable attorney fees and defense costs, arising from any changes made by anyone other than Slate Architecture or from any transfer or reuse of the electronic files without the prior written consent of Slate Architecture. Under no circumstances shall delivery of the electronic files for use by Client be deemed a sale by Slate Architecture, and Slate Architecture makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

## **8. Existing Conditions**

Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building. Client agrees, to the fullest extent permitted by law, to hold Slate Architecture harmless from any claim, liability or cost (including reasonable attorney fees) for injury or losses caused by existing, but unforeseen, conditions. If such conditions are discovered, Slate Architecture will notify Client of the conditions and Slate Architecture and Client will execute a change order to address the conditions.

## **9. Shop Drawing Review**

Slate Architecture shall review and approve contractor submittals, such as shop drawings, product data, samples, and other data, as required by this Agreement, but only for the limited



purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrications process, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. Review of a specific item shall not indicate that Slate Architecture has reviewed the entire assembly of which the item is a component. Slate Architecture shall not be responsible for any deviations from the contract documents not brought to the attention of Slate Architecture in writing by the contractor. Slate Architecture shall not be required to review partial submissions or those which submissions of correlated items have not yet been received.

#### **10. Construction Observation**

If Client contracts with Slate Architecture for Construction Administration Services, Slate Architecture shall visit the Project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. **Importantly**, *Client has not retained Slate Architecture to make detailed inspections or to provide exhaustive or continuous project review and observation services.* Slate Architecture does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project.

#### **11. Jobsite Safety**

Client agrees that the General Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in Client's contract with the General Contractor. Client also agrees to incorporate into its contract with the General Contractor that Slate Architecture and its sub consultants shall be indemnified by the General Contractor and shall be made addition insureds under the General Contractor's policies of insurance.

#### **12. Delays**

Slate Architecture is not responsible for delays caused by factors beyond Slate Architecture's control, including but not limited to delays because of strikes, lockouts, work slowdowns, or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of Slate Architecture's Services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond Slate Architecture's control occur, Client agrees Slate Architecture is not responsible for damages, nor shall Slate Architecture be in default of this Agreement.

#### **13. Compliance**

Client acknowledges that the requirements of applicable codes and statutes, including the Americans with Disabilities Act, are subject to various and possibly contradictory interpretations. Slate Architecture will use its best efforts to interpret these codes and statutes as they apply to the project. Slate Architecture, however, cannot and does not warrant or guarantee that the project will comply with the interpretations of these codes and statutes as they apply to the project.



#### **14. Hazardous Materials**

The parties agree that Slate Architecture's scope of services does not include any services related to asbestos, hazardous or toxic materials. In the event Slate Architecture or any contractor encounters asbestos, hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect Slate Architecture's performance of services, Slate Architecture may, at its option and without liability, suspend performance of Services until Client retains appropriate specialist(s), consultant(s) or contractor(s) to identify, abate, and/or warrant that the job site is in full compliance with applicable laws and regulations.

#### **15. Indemnity**

To the fullest extent permitted by law, Client shall defend, indemnify, reimburse, and hold harmless Slate Architecture, its agents and employees from and against all claims, damages, losses, and expenses, (including without limitation Slate Architecture's attorney fees, litigation costs, and expert expenses assessed against Slate Architecture), arising out of or resulting from Client's action, inaction or conduct related to the Project.

#### **16. Limitation of Liability**

In recognition of the relative risks and benefits of the project to both Client and Slate Architecture, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit Slate Architecture's liability and its sub-consultants to Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause of causes, such that Slate Architecture's total aggregate liability and its subconsultants shall not exceed the total design fees provided in the Agreement. Claims and causes of action include, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract or breach of warranty.

#### **17. Insurance Based Liability**

In recognition of the relative risks and benefits of the Project to both Client and Slate Architecture, the risks have been allocated such that Client agrees, to the fullest extent permitted by law and except for acts amounting to willful or intentional wrongs, the total aggregate liability of Slate Architecture for any and all injuries, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement shall not exceed the amount of insurance proceeds available at the time of the settlement. This clause applies to all principals, directors, officers, employees, agents and servants of Slate Architecture.

Client agrees that it will not bring any claim against Slate Architecture's employees or directors with respect to any loss or damage Client, or any person or company associated with Client, suffers or incurs, directly or indirectly, in connection with this Agreement. Client acknowledges and agrees that any such claims may only be made against Slate Architecture.

#### **18. Dispute Resolution**

To resolve conflicts that arise during the design or construction of the project or following completion of the project, Client and Slate Architecture agree that all disputes arising out of or relating to this Agreement shall be submitted to mediation unless the parties mutually agree otherwise. Client and Slate Architecture further agree to include a similar mediation





provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also include a similar mediation provision in all agreements with subcontractors, sub consultants, suppliers, or fabricators so retained, thereby providing for mediation necessary first step for dispute resolution.

**19. Waiver of Consequential Damages**

Slate Architecture and Client waive consequential damages for claims, disputes, or other matters in arising out of or relating got this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of warranty.

**20. Waiver of Jury Trial**

The Parties waive, to the fullest extent permitted by applicable law, any right either may have to a trial by jury with respect of any suit, action or proceeding relating to the Agreement.

**21. Termination**

Either Party may terminate this Agreement at any time with or without cause upon giving the other party 10 days prior written notice. Upon termination by either Party, Client shall within 30 days of termination pay Slate Architecture for all services rendered and all costs incurred up to the date of termination.

**22. Usage**

Slate Architecture shall have the right to use any drawings and photographs taken before, during and after construction for Slate Architecture's marketing and other commercial purposes.

**23. Assignment**

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement without prior written consent of the other Party. This does not apply to Slate Architectures use of subcontractors.

**24. Amendment and Integration**

This Agreement shall not be amended except by written instrument signed by the Parties. This Agreement constitutes the entire and integrated Agreement by and between the Parties and supersedes any and all prior negotiations, whether written or oral.

**25. Severability and Survival**

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect and those which extend beyond completion of the project, such as indemnity, shall survive termination of this Agreement.

**26. Joint Drafting**

The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms before



execution. This Agreement shall be construed neither against nor in favor of either Party but shall be construed in a neutral manner.

**27. Governing Law**

The laws of the state where the project is located will govern the validity of this Agreement, its interpretation, and performance. Any litigation arising in any way from this Agreement shall be brought to the courts of that State.

**28. Standard Hourly Rate Schedule:**

Managing Principal	\$225.00/hour
Principal Architect	\$175.00/hour
Project Architect	\$155.00/hour
Senior Interior Designer	\$150.00/hour
Project Manager	\$130.00/hour
Design Professional	\$115.00/hour
Drafting Technician	\$100.00/hour
Clerical	\$ 75.00/hour

**29. Reimbursable Expenses:**

Reimbursable expenses will be billed at the cost of services or as follows:

Express Messenger (Delivery)	\$15.00/each
Mileage	\$0.67/mile
Mylar Copy (24" x 36")	\$7.00/each
Mylar Copy (30" x 42")	\$9.00/each
Bond Copy (24" x 36")	\$4.00/each
Bond Copy (30" x 42")	\$3.00/each
Bond Copy (11" x 17")	\$0.60/each
Bond Copy (8 ½" x 11")	\$0.30/each
Color Copy (24" x 36")	\$8.00/each
Color Copy (30" x 42")	\$12.00/each
Color Copy (11" x 17")	\$4.00/each
Color Copy (8 ½" x 11")	\$2.00/each