



City of Helena
Railroad Urban Renewal District
TAX INCREMENT FINANCING APPLICATION FORM
Community Development Department
Phone (406) 447-8490 Fax (406) 447-8460
citycommunitydevelopment@helenamt.gov

IMPORTANT: APPLICANTS MAY REQUEST UP TO FIFTY PERCENT MATCH (50%) FUNDING FOR PROJECTS THAT ALIGN WITH THE RAILROAD URBAN RENEWAL DISTRICT PLAN. COSTS TO BE PAID WITH RAILROAD URBAN RENEWAL DISTRICT FUNDS MAY NOT BE INCURRED BY THE APPLICANT PRIOR TO FUNDING APPROVAL AND THE SATISFACTION OF ANY CONDITIONS OF SUCH APPROVAL.

CITY STAFF RESERVE THE RIGHT TO RETURN MATERIALS THAT ARE DEEMED INCOMPLETE OR LACK SUFFICIENT SUPPORTING DOCUMENTATION.

ANYONE SEEKING TIF ASSISTANCE FROM THE CITY OF HELENA MUST SUBMIT A WRITTEN APPLICATION FOR EACH TIF-ASSISTED PROJECT. THE FOLLOWING PROCEDURE HAS BEEN DEVELOPED TO EXPEDITE THE REVIEW OF TIF FUNDING REQUESTS.

1. Initial Contact: Contact the City of Helena Community Development Department, 316 N. Park Avenue, Room 445, Helena, MT 59623, (406) 447-8490, citycommunitydevelopment@helenamt.gov, to discuss the project and determine eligibility for TIF assistance.
2. Prepare a Written Application: The Applicant must prepare a written application for each funding request. The City of Helena staff will assist the applicant with any questions in the preparation of the application. The application should address the questions posed in the Project Narrative section.
3. Staff Review: Upon submittal of all necessary information, City staff will review the merits of the project and the need for funding. At any point in the review process, the staff or Board may request more information of the Applicant or solicit comment on the project from other public agencies. Items included in personal financial statements will not be subject to public review or presentation to or comment by other agencies.
4. Board Review and Approval: The RURD TIF Advisory Board will review the project and staff recommendations, and then recommend the funding request or any part thereof, and any special terms of TIF assistance to the City Commission.
5. Development Agreement: The City of Helena and the Applicant must execute a legally binding contract, which establishes the terms and conditions of the TIF assistance.

CHECKLIST ITEMS

- Project Description
- Project Renderings (where applicable)
- Application Form (pages 4-6)
- Project Financing Worksheet (page 7)
- Project Narrative Section (page 9)



APPLICATION PRIORITY AREAS FOR TIF ASSISTANCE

TIF Applications will be assessed based on the merits of individual projects in relation to the goals and objectives of the Plan, and the project priority areas set by the RURD TIF Advisory Board, which are as follows:

1. RURD Housing Program: Consideration will be given to projects that create or retain affordable housing opportunities in the district.
2. Infrastructure Improvement Program: Consideration will be given to projects that identify and prioritize upgrades to water, sewer, stormwater drainage infrastructure, and vehicular, parking, and pedestrian/bike transportation improvements.
3. Transportation Planning Study Program: Consideration will be given for transportation planning study projects within the Railroad Urban Renewal District to address vehicular and pedestrian/bike transportation planning needs.
4. Demolition Program: Consideration will be given to demolition projects that remove blighted structures in the Railroad Urban Renewal District.
5. Historic Façade & Site Improvement Program: Consideration will be given to projects that restore/rehabilitate historic buildings and other historic site features such as brick paving, fencing, and lighting.
6. Marketing/Branding Project Program: Consideration will be given to projects that work to more fully develop a marketing initiative that is based on the RURD's distinct history and cultural/economic importance. Initiatives should cover a cohesive, comprehensive branding and marketing plan with an associated implementation plan.
7. RURD Planning Study Program: Consideration will be given for planning projects that identify regulatory roadblocks to redevelopment and promote sound urban design through zoning reform for the Railroad Urban Renewal District.



APPLICATION PRIORITY AREAS FOR TIF ASSISTANCE

Applications will be evaluated based on the following measurable objectives for projects and programs (listed in no particular order of priority):

1. Increased Taxable Valuation: Implementation of the project should encourage and/or result in an increase in the URD's tax base.
2. Cost-Benefit Analysis of the Investment/Expenditure: Analysis of how the request cost of the TIF funds compares with the benefits of the project to the District.
3. Leverage-Ratios of Tax Increment Funds to Other Sources: The relationship of private investment to public investment of a project shall be significant enough ensure prudent investment of public funds within the urban renewal district.
4. Health and Safety Concerns: The Project's impact, positive or negative, on the environment in terms of noise, dust, pollution, public safety, traffic congestion, pedestrian access, visual aesthetics, etc.
5. Historic Preservation: The Project's capacity to encourage the preservation and protection of the cultural and economic heritage and physical assets of the district.
6. Density, Infill, and Adaptive Reuse: Projects will be evaluated for their ability to encourage or result in infill and adaptive reuse of underutilized and vacant lots and properties, and to promote more compatible, complementary uses within the District.
7. Cost of Public Services: The Project's ability to improve public services, such as water, sewer, sidewalks, parking, improved traffic circulation, etc., to an area that is currently underserved.
8. Job Creation: Projects that create opportunities for new employment contribute to the economic vitality of the District and community in a variety of ways.
9. Conformance with the goals and objectives of the Railroad URD Plan, Helena Growth Policy, and other Relevant Adopted Plans: The Project's ability to significantly further specific goals found in the current Urban Renewal Plan, Growth Policy, and consistency with other City plans and objectives.
10. Conformance with Requirements for TIF Fund Expenditures, per 7-15-4288, MCA: Projects must cover eligible project activities stated in Montana statutes and be approved by the City Commission to satisfy needs identified in the Railroad Urban Renewal District Plan.



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Project Name: _____ Date Submitted: _____

APPLICANT INFORMATION

Name (First & Last): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____ Other: _____

Email: _____

If the applicant is not an individual doing business under his/her own name, the applicant has the status indicated below and is organized or operating under the laws of: State of Montana

- A non-profit or charitable institution/corporation
- A partnership or corporate entity known as _____
- District Resident
- Local Government
- Other (explain) _____

PROJECT INFORMATION

Building Address: _____

Legal Description: _____

PROPERTY OWNER INFORMATION

If the property is not owned by the Applicant, written permission from the owner must be included to carry out the project and lease or other materials.

Property Owner (First & Last): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____ Other: _____

Email: _____



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PROJECT ARCHITECTURAL FIRM INFORMATION (WHERE APPLICABLE)

Company/Firm: _____
Point of Contact (First & Last): _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Cell: _____ Other: _____
Email: _____

PROJECT FINANCIAL LENDING INSTITUTION (WHERE APPLICABLE)

Company/Institution: _____
Point of Contact (First & Last): _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Cell: _____ Other: _____
Email: _____

PROJECT CONTRACTOR INFORMATION (WHERE APPLICABLE)

Company/Firm: _____
Point of Contact (First & Last): _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Cell: _____ Other: _____
Email: _____

DESCRIPTION OF PROJECT

In a separate attachment, please provide a full written description of your project. Please indicate if the items are existing or new construction.

PROJECT RENDERINGS (IF APPLICABLE)

Submit design schematic and/or site and landscaping plans for project.



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TOTAL COST OF THE PROJECT

Please summarize. A full breakdown of costs is required on the *Project Cost Worksheet*.

PROPERTY OWNERSHIP

Do you own the property or are you currently purchasing it? Explain.

JOB CREATION

Will there be any new permanent or part time jobs as a result of this project excluding construction jobs associated with the development of the project? If so, how many?

PROJECT COMPLETION

What is the expected completion date of the project?

PROPERTY TAXES

How much are the current annual property taxes including any improvements? Is the payment of taxes current?



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PROJECT COST & FINANCING SECTION

Summarize the project costs on the Project Cost Worksheet. Use general categories and include items that are in the assistance request. The total cost should include land costs and “soft costs” such as zoning processes, surveys, and permits to enable the RURD Advisory Board to evaluate the entire private investment. If in doubt about an item's eligibility, include it. Staff will review the items and help determine eligibility. Briefly describe how the project will be financed and be sure to include equity and other investments into the project. If financing commitment is contingent on grants or URD TIF commitment to the project, has multiple sources, or other complex factors, provide that information.

NOTE: The TIF Program requests which include demolition/deconstruction activities, public sidewalks, streets, alleys and other right-of-way improvements; and/or work on utility main transmission lines totaling over \$25,000 are subject to Montana Prevailing Wage Rates and must include that in the itemized costs.

PROJECT COST WORKSHEET

Professional Services

- 1. _____ \$ _____
- 2. _____ \$ _____
- Subtotal \$ _____

Construction/Rehabilitation Costs

- 1. _____ \$ _____
- 2. _____ \$ _____
- 3. _____ \$ _____
- 4. _____ \$ _____
- 5. _____ \$ _____
- 6. _____ \$ _____
- Subtotal \$ _____

Printing, Advertising, etc.

- 1. _____ \$ _____
- 2. _____ \$ _____
- Subtotal \$ _____

Other Miscellaneous Costs

- 1. _____ \$ _____
- 2. _____ \$ _____
- Subtotal \$ _____

TOTAL PROJECT DEVELOPMENT COSTS

Total \$ _____



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PROJECT FINANCING WORKSHEET

Owner/Developer Investment

Total applicant investment in the project \$ _____

Listing of Other Funding Sources & Amounts (Continue on separate sheet if needed)

1. _____ \$ _____

2. _____ \$ _____

3. _____ \$ _____

Request for Eligible items

Total TIF Request \$ _____

TOTAL PROJECT FINANCING \$ _____



PROJECT NARRATIVES SECTION:

1. **Description of Project.** Provide a written description of the project, scope of work if a marketing plan or similar plan, number, and types of jobs to be created, etc.
 - a. Compliance with the Railroad URD Plan: Identify how your project supports the Railroad URD Plan and how the project benefits the neighborhood, URD, and community (See Attachment B for Goals and objectives of the Plan).
 - b. Local Zoning and Other Requirements: All projects assisted by Railroad URD TIF funds must, depending on the project location, comply with the City's Zoning Requirements, provide a brief narrative as to how the design successfully meets the requirements of City Zoning. Include any project schematic, site, and landscaping plans.
 - c. Demolition/Deconstruction: If the project request includes removal of structures, it must be done in accordance with to the provisions of Helena City Code Title 3 Chapter 15. Provide a brief narrative on how the building will be removed and whether it is a structure within the city that is individually listed on the National Register of Historic Places, or a property located within the city's historic districts which is designated by the state historic preservation office (SHPO) as primary or contributing.
 - d. Dislocation: If existing tenants are to be dislocated as a result of the project, provide a separate narrative describing how they have been or will be appropriately relocated.
2. **Logistical Considerations.** Provide a brief narrative describing the following:
 - a. Project Feasibility: The Applicant's demonstration of financial readiness and ability to proceed.
 - b. Applicant's Ability to Perform: The Applicant's capability to undertake the relative complexities of the project.
 - c. Timely Completion: The feasibility of completing the project according to the Applicant's proposed project schedule.
 - d. Payment of Taxes: All property taxes, special improvement district assessments, and other assessments on the project property must be paid to date, where applicable.



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PROJECT NARRATIVES SECTION (CONTINUED):

- 3. Economic & Community Development Potential:** Provide a brief narrative for the following. If not applicable, please note:
- a. Tax generation: Describe how the project will increase the taxable valuation in the District.
 - b. Relationship of Public and Private Investment: Describe the relationship of private investment to public investment of a project and discuss how it is a prudent investment of public funds within the urban renewal district.
 - c. Job Creation: Are there any jobs created as a result of the project? Please describe.
 - d. Investment Spin-off: Describe any potential for investment spin-off having a positive impact on the District.
 - e. Cost-Benefit Analysis of the Investment/Expenditure: For projects that are \$10,000 or more, a cost-benefit analysis should be completed.
 - f. Health and Safety Concerns: Describe the project's impact, positive or negative, on the environment in terms of noise, dust, pollution, public safety, traffic congestion, pedestrian access, visual aesthetics, etc.
 - g. Historic Preservation: Describe the project's ability to preserve and protect the cultural and economic heritage and physical assets of the district.
 - h. Density, Infill, and Adaptive Reuse: Describe if the project increases density in the RURD through infill and adaptive reuse of existing property(s).
 - i. Cost of Public Services: Describe how the projects will improve public services such as water, sewer, sidewalks parking, improved traffic circulation, etc., to an area currently underserved.
 - j. Housing Component: Describe any housing components to the project. One of the main goals of the Railroad Neighborhood Plan and the Railroad URD Plan is to promote all types of housing in the area.
 - k. Conformance with Requirements for TIF Fund Expenditures, per 7-15-4288, MCA: Projects must cover eligible project activities stated in Montana state statutes (See Attachment A).

ATTACHMENT A: ELIGIBLE ACTIVITIES

As specified by state law, TIF may be used to finance redevelopment activities including the following (from 7-15-4288, M.C.A.):

1. Land acquisition, including acquisition of infrastructure-deficient areas and assemblage of land for development or redevelopment by private enterprise or public agencies, including sale, initial leasing, or retention by the municipality itself at fair value.
2. Demolition and removal of structures.
3. Relocation of occupants.
4. The acquisition, construction, and improvement of public improvements or infrastructure, including streets, roads, curbs, gutters, sidewalks, pedestrian malls, alleys, parking lots and off-street parking facilities, sewers, sewer lines, sewage treatment facilities, storm sewers, waterlines, waterways, water treatment facilities, natural gas lines, electrical lines, telecommunications lines, rail lines, rail spurs, bridges, publicly owned buildings, and any public improvements, and items of personal property to be used in connection with improvements for which the foregoing costs may be incurred.
5. Costs incurred in the exercise of urban renewal powers (found in 7-15-4233, MCA), including urban renewal projects as authorized by the City Commission.
6. Acquisition of infrastructure-deficient areas or portions of areas;
7. Administrative costs associated with the management of the urban renewal area or targeted economic development district;
8. Assemblage of land for development or redevelopment by private enterprise or public agencies, including sale, initial leasing, or retention by the local government itself at its fair value;
9. The compilation and analysis of pertinent information required to adequately determine the needs of the urban renewal area or targeted economic development district;
10. The connection of the urban renewal area or targeted economic development district to existing infrastructure outside the area or district;
11. The provision of direct assistance to secondary value-adding industries to assist in meeting their infrastructure and land needs within the area or district; and
12. The acquisition, construction, or improvement of facilities or equipment for reducing, preventing, abating, or eliminating pollution.

ATTACHMENT B: GOALS OF THE RAILROAD URD

Goal #1: Emphasize the District's Historic Importance

1. Promote the railroad depot area as a defining feature of the District.
2. Review and update as needed the 2003 Architectural Guidelines and formally adopt as guidelines.
3. Work with the BNSF and others to pursue how best to highlight the railroad's historic importance and unique potential for observing railcar operations from the depot area.
4. Develop interpretive signage with a consistent appearance.
5. Retain and restore/rehabilitate historic buildings and other historic features such as brick paving, fencing, and lighting.
6. Develop and market programs and activities that incorporate education on the area's historic importance.
7. Develop an image "brand" for the District, based on its distinctive character and history.

Goal #2: Increase Property Utilization and Function

1. Provide technical assistance and planning to identify vacant and underutilized properties for redevelopment.
2. Provide for a mix of uses within the District.
3. Strive for neighborhood commercial options—places to shop and eat within walking distance of work, schools, and homes.
4. Provide for a variety of residential housing, including affordable workforce housing and special needs housing.
5. Prepare properties for redevelopment by facilitating land assemblage and property transfer.
6. Work with city planning and zoning and private interests to identify regulatory roadblocks to improving property and identify solutions.
7. Consider the unique differences in various parts of the District and identify planning and project approaches as necessary for those areas.

Goal #3: Expand and Diversify the District's Economy

1. Promote and market the District as a place to do business - highlight what makes the District uniquely qualified for various businesses.
2. Upgrade and expand on existing broad-band capabilities to attract high tech businesses.
3. Develop the District's historic and proposed mix of residential, commercial and light industrial uses as a unique, identifying feature for businesses.
4. Work with business leaders and individual businesses to provide maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Helena Railroad District by private enterprise.
5. Develop partnerships among existing property owners, new/expanding businesses and the local government to increase economic activity
6. Work with Helena College to identify training opportunities to expand and diversify District businesses.
7. Encourage projects that provide opportunities for college students to live and/or work near the campus.
8. Encourage businesses that can benefit from proximity to the college.
9. Potential for live-work building concepts, e.g., artist studios with retail and living space.

ATTACHMENT B: GOALS OF THE RAILROAD URD

Goal #4: Create an Inviting Venue

1. Develop planning tools to address eight key urban design elements identified by the Urban Land Institute: imageability, enclosure, human scale, transparency, complexity, coherence, legibility and linkage.
 - Imageability - Features or landmarks that make the area distinct, recognizable and memorable.
 - Enclosure - Streets and public spaces that are visually defined with trees, buildings, and other vertical elements to create outdoor spaces.
 - Human Scale - Building dimensions, architectural details, signage, public lighting, sidewalks, and street widths which are more intimate landscapes for pedestrians
 - Transparency - Street-level storefront windows, doors and entryways, courtyards, etc. that invite passersby to look in.
 - Complexity - An area with a visual richness from architectural diversity, landscape elements, street furniture, signage, and human activity.
 - Coherence - A sense of visual order, influenced by consistency and complementarity of scale, character, and arrangement of buildings, landscaping, and other physical elements.
 - Legibility - Ease with which people can navigate the area, including layout of streets
 - Linkage - The physical and visual connections that unify various elements - e.g., from building to street, one side of street to the other.
2. Develop “Entryways” and wayfinding signage- for example, entryway arches or other features at key intersections into the District, and distinctive signage for locating specific sites.
3. Promote Street art that reflects the District’s historic foundations.

Goal #5: Address Public Infrastructure Needs

1. Plan and prioritize public infrastructure in coordination with the city’s transportation planning system and capital improvements planning process.
2. Consider and plan for primary motorized access to/from the District, including:
 - a. Montana Avenue Railroad Crossing - and possible potential under-over-pass;
 - b. Other Railroad Crossings;
 - c. Malfunction Junction; and
 - d. Other major connections into/within District: Lyndale, Helena, Boulder Avenue.
3. Plan for motorized access within the district, including:
 - e. Memorial Park transportation improvements; and
 - f. Establishing criteria for prioritizing other street improvements in the district.
4. Address non-motorized transportation needs, including:
 - g. Trail Systems and Non-Motorized Crossings of Montana Avenue;
 - h. Safe routes to School;
 - i. Sidewalks, Complete Streets;
 - j. Railroad crossings; and
 - k. Connections to the region-wide trail systems.
5. Identify and prioritize upgrades to water, sewer and stormwater drainage infrastructure.
6. Plan for specific parking needs of various businesses. Develop guidelines that reflect urban design elements identified in Goal #4 “Create an Inviting Venue.”

ATTACHMENT B: GOALS OF THE RAILROAD URD

Goal #6: Provide for Public and Environmental Health

1. Promote compatible adjoining land uses and avoid adjacent uses with potential for public health or safety issues.
2. Reduce air, noise, and other environmental pollution problems.
3. Support green infrastructure/green development.
4. Provide recreational opportunities including trails, and “active” parks with playgrounds.
5. Provide complete streets with access for those with disabilities.

PROJECT NARRATIVES SECTION:

1. **Description of Project:** Helena Body & Paint has been a part of the Helena community since 1948. Jesse and I purchased the business in January of 2014. Over the years we have outgrown our current location. We really struggled with the thought of relocating the business due to its longevity at its current location at 829 N Warren. When we saw the property at 1000 E Lyndale was vacant we instantly thought that would be the perfect location for Helena Body & Paint, we wouldn't be moving far and still could be located in the heart of Helena. We were able to close on the property in February of 2023. Currently Helena Body & Paint employees 12 Full Time employees, with this new location we plan on hiring 1-2 full time office staff positions and 1-2 full time repair technicians.
 - a. **Compliance with the Railroad URD Plan:** Our project supports the Railroad URD Plan by reinvesting in an underutilized site located within the designated renewal boundary. This project encourages redevelopment that strengthens local economic activity, increasing taxable value which in turn will generate future tax increment revenue. We feel that this project will enhance neighborhood livability enhancing the walkability to the area and improving the appearance of the property. These improvements will also encourage further reinvestment in the surrounding area by other property owners.
 - b. **Local Zoning and Other Requirements:** The property located at 1000 E Lyndale is currently zoned as Commercial-Light Manufacturing district. Currently the zoning department has review plans and approved them.
 - c. **Demolition/Deconstruction:** The portion of the building that we are planning to remove and replace with a metal building is not listed on the National Register of Historic Places or located within the city's historic district.
 - d. **Dislocation:** There will not be any tenants to be dislocated as a result of the project.
2. **Logistical Considerations**
 - a. **Project Feasibility:** This project will be funded by a private investor. D&S Diversified Properties LLP will be the private investor and has several investment properties located throughout Helena.
 - b. **Applicant's Ability to Perform:** We have selected an amazing team of contractors and architects to complete this job. Diamond Construction and CWG Architecture are both longstanding businesses with several successful projects in Helena.
 - c. **Timely Completion:** Diamond Construction has set a timeline of 55 weeks for completion of this project.
 - d. **Payment of Taxes:** Property Taxes for 1st half of 2025 have been paid to Lewis and Clark County on November 25, 2025
3. **Economic & Community Development Potential:**
 - a. **Tax Generation:** Improvements to this property will increase the value of the property which in turn will generate higher property taxes for this location and surrounding properties.
 - b. **Relationship of Public and Private Investment:** By using public investment on this project it will allow us to utilize our private funding elsewhere to make more improvements to the property that the public funds wouldn't cover. Private funding on this project will it increase property values allowing more funds to go back to the Railroad Urban Renewal District.
 - c. **Job Creation:** We are planning on hiring 1-2 office administrative positions and 1-2 repair technician.
 - d. **Investment Spin-Off:** Not Applicable

- e. **Cost-Benefit Analysis of the Investment/Expenditure:** Not Applicable
- f. **Health and Safety Concerns:** I would say that the possibility of a negative impact would possibly be having wrecked vehicles stored on site until they are repaired. We are planning on parking wrecked vehicles down below the retaining wall and plan on adding privacy slats to the existing chain link fence preventing this from being a negative visual aesthetic. As for air pollution our paint booth manufacture works closely with the EPA to make sure the booths are manufactured with proper air filtration systems to prevent any air pollution. Filters are changed on these booths twice a month or as needed. Our paint products are water based products which are better for the environment. Customer traffic will be significantly less than when it was an operating lumberyard
- g. **Historic Preservations:** This project will allow us to keep a historic business of Helena in the same area as it has been since 1948.
- h. **Density, Infill, and Adaptive Reuse:** This project will increase density in the RURD by the ability to reuse existing properties in Helena rather than forcing us to move our business outside of the city limits.
- i. **Cost of Public Services:** This project will improve public services by installing sidewalks down National Ave and Dodge Ave. Currently there are no sidewalks on either of these streets.
- j. **Housing Component:** Not Applicable
- k. **Conformance with Requirements for TIF Fund Expenditures:** This project will be an eligible project per Montana state statues.

Breakdown of costs eligible for Railroad Urban Renewal.

- Sidewalk improvements down National and Dodge - \$47,863
- Sidewalk/Parking spots to meet ADA requirements - \$30,694
- Demo of North portion of the building including demo of asphalt - \$43,512
- Demo costs to remove railroad tracks in the parking lot north of building demo - \$7,056
- Landscaping improvements alongside Lyndale Ave.- \$23,520.

Total TIF Eligible Expenses \$152,645.00

DESCRIPTION OF PROJECT

1000 E Lyndale was a lumberyard in the Helena Community since approximately 1951. The last records of a remodel were in the early 1990's. As a working lumberyard there wasn't much maintenance or improvements done to the buildings over time, thus leaving majority of the property in a severe state of deterioration.

We purchased the property in February of 2023. Since this purchase we have done updates to the two other buildings on the property improving the look of the buildings dramatically.

1404 Dodge Ave Before



1404 Dodge Ave After



1503 National Ave Before



1503 National Ave After



Updates that we are planning to do to 1000 E Lyndale will include a complete overhaul of the building itself. Including removing the blighted north portion of the building that is currently a pole barn erected over the top of the parking lot. We will demo that part of the building and parking lot under it. In order to put a proper foundation in its place we will also need to remove the railroad tracks that were just paved over the top of.

Below is an aerial photo of how the property currently looks. The red X on the pole barn attached to the north side of the building currently will be demolished to be able to attach a metal building (blue rectangle) to the existing building.



Current Status of the pole barn building



In the photos below you can see where there are still railroad tracks that they just paved over the top of. We are going to need to remove those railroad tracks.



We will also be installing sidewalks down National Ave and Dodge Ave.

National Ave where sidewalks will be installed



Dodge Ave where sidewalks will be installed



Landscaping improvements will be made along Lyndale Ave in the areas shown below

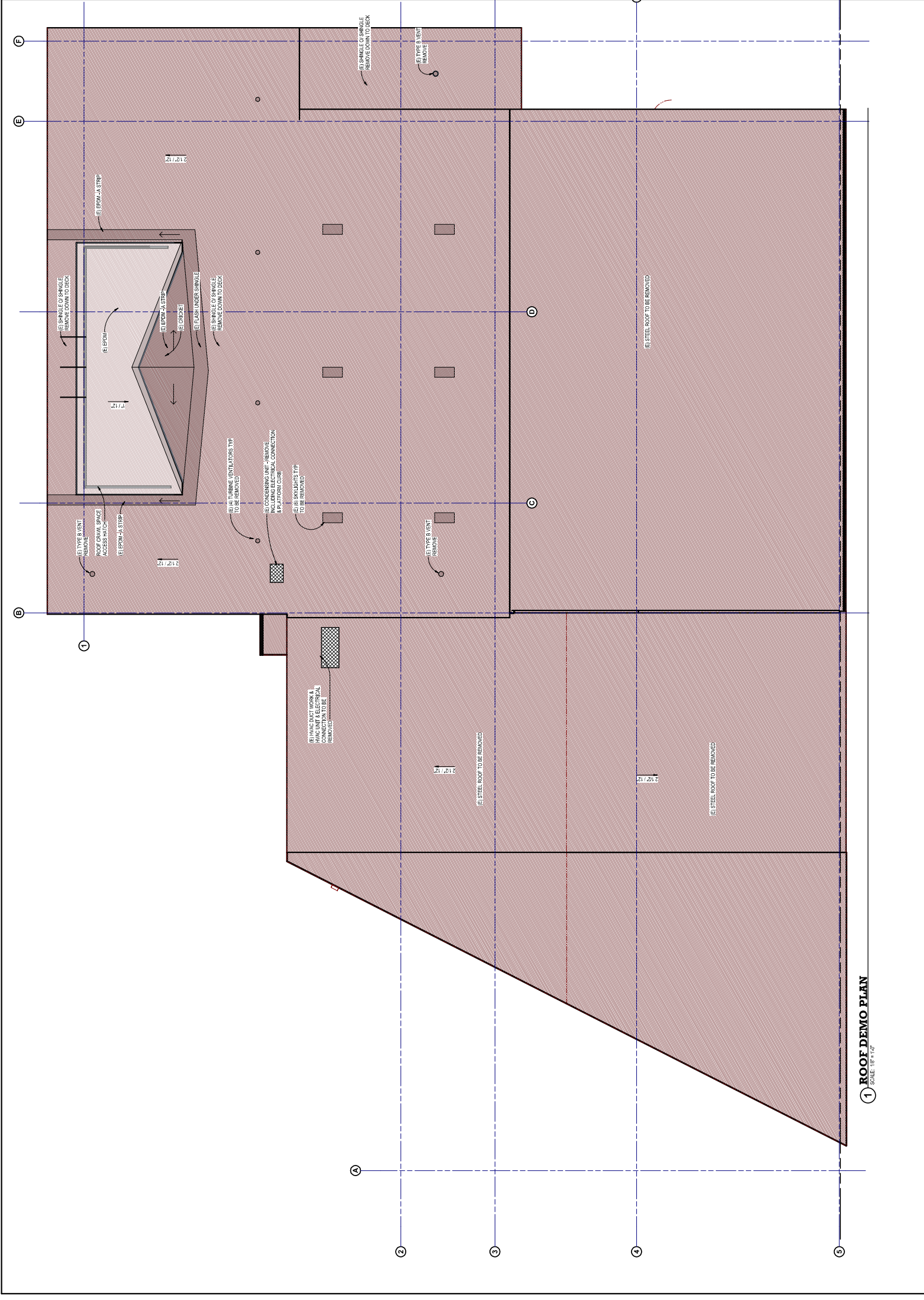




ADA parking spots will be added to this area of the parking lot. This will require demo of the asphalt parking lot and demo of the sidewalk in front of the building to bring those areas up to ADA Code.



REVISIONS		
#	Desc	Date



1 ROOF DEMO PLAN
 SCALE: 1/8" = 1'-0"

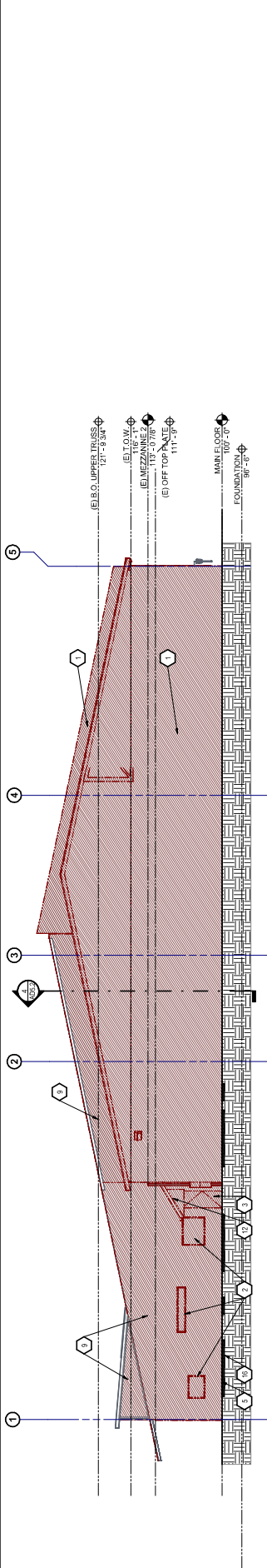
JMPD Enterprises
 Architect
 650 Power St
 Helena, MT 59604
 P: 406.443.1555
 cong@jmpdent.com
 (406)443-2300

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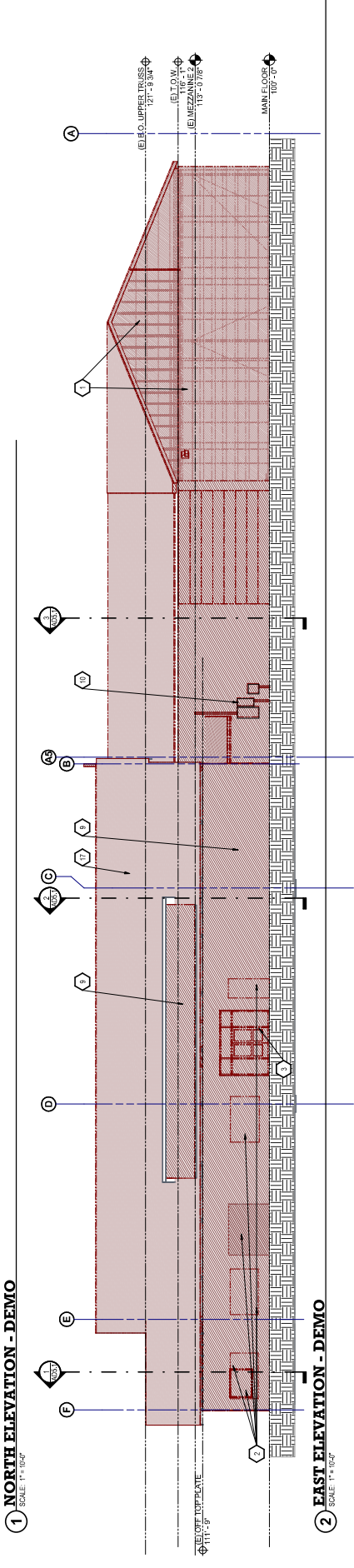
#	Revisions	Date

JMPD ENTERPRISES LLC
HELENA BODY & PAINT REMODEL
 1000 E LYNDALE, HELENA, MT
EXTERIOR ELEVATIONS - DEMO

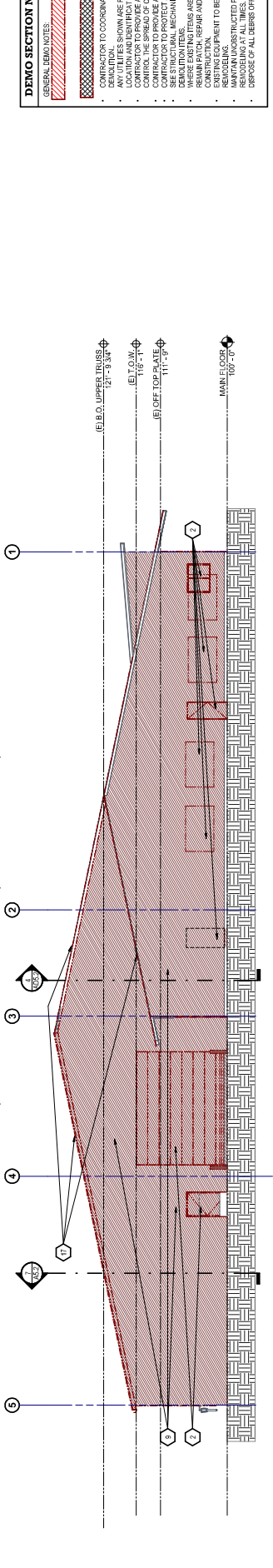
4919-02-01
 DRAWN BY: AMK
 APPROVED BY: CWD
 DATE: 10.17.2025
AD4.1



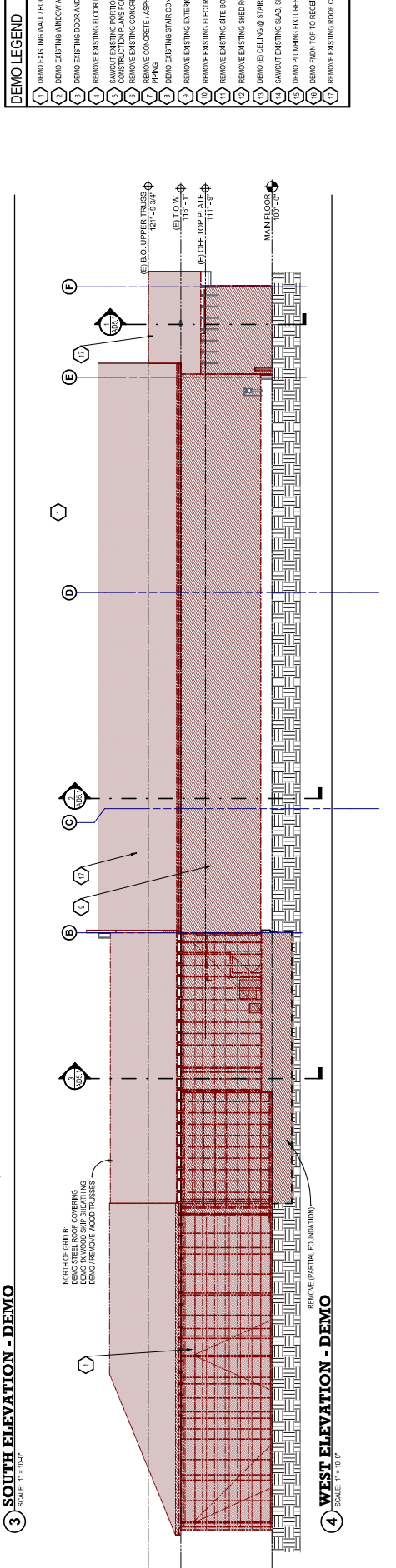
1 NORTH ELEVATION - DEMO
 SCALE: 1/4"=1'-0"



2 EAST ELEVATION - DEMO
 SCALE: 1/4"=1'-0"



3 SOUTH ELEVATION - DEMO
 SCALE: 1/4"=1'-0"



4 WEST ELEVATION - DEMO
 SCALE: 1/4"=1'-0"

DEMO SECTION NOTES LEGEND

GENERAL DEMO NOTES:

- INDICATES DEMOLISHED ITEM
- INDICATES AREA OF FLOOR SLAB REMOVAL
- COORDINATE WITH PLUMBING
- CONTRACTOR TO COORDINATE WITH OWNER FOR SCHEDULING AND SCHEDULING OF ANY UTILITIES SHOWN ARE FOR REFERENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR LOCATION AND IDENTIFICATION OF ALL EXISTING UTILITIES.
- CONTRACTOR TO PROVIDE ALL REQUIRED TEMPORARY SHORING AND BRACING.
- CONTROL THE SPREAD OF CONSTRUCTION DEBRIS AND DUST.
- SEE STRUCTURAL, MECHANICAL, AND ELECTRICAL DRAWINGS FOR ADDITIONAL DEMOLITION ITEMS.
- REMOVE EXISTING WOOD TRUSSES, WALLS, AND EXISTING FINISH TO REMAIN PATCH, REPAIR AND PAINT AS REQUIRED FOR FINISHED AND COMPLETED CONSTRUCTION. ELEMENT TO BE REMOVED BY OTHERS PRIOR TO DEMOLITION AND RECONSTRUCTION.
- MAINTAIN UNOBSTRUCTED PATHS TO BUILDING EXITS DURING DEMOLITION AND RECONSTRUCTION.
- DISPOSE OF ALL DEBRIS OFF-SITE.

DEMO LEGEND

- DEMO EXISTING WALL / ROOF STRUCTURE CONSTRUCTION IN ITS ENTIRETY
- DEMO EXISTING WINDOW AND FRAME. ALSO DEMO FOR NEW WINDOW / DOOR OPENING
- DEMO EXISTING DOOR AND FRAME
- REMOVE EXISTING FLOOR FINISHES IF ANY. PREP FOR NEW CONSTRUCTION PLANS FOR NEW WINDOW OR DOOR SIZES
- SAWCUT EXISTING PORTION OF WALL FOR NEW OPENING. SEE NEW CONSTRUCTION PLANS FOR NEW WINDOW OR DOOR SIZES
- REMOVE EXISTING CONCRETE WAP
- REMOVE EXISTING CONCRETE ASPHALT SLAB - COORDINATE EXTENTS PREP FOR UNDERSLAB FINISH
- DEMO EXISTING STAR CONSTRUCTION
- REMOVE EXISTING EXTERIOR BRICK TO SHEATHING. PREP FOR NEW FINISHES
- REMOVE EXISTING ELECTRICAL EQUIPMENT. SEE ELECTRICAL
- REMOVE EXISTING SITE BOLLARD
- REMOVE EXISTING SHED ROOF AT ENTRY
- DEMO (E) CEILING @ STAIR OPENING
- SAWCUT EXISTING SLAB. SEE MECHANICAL. SEE OWNER FURNISHED EQUIPMENT
- DEMO PLUMBING FIXTURES. SEE MECHANICAL
- DEMO FINISH TOP TO RECEIVE NEW SITE SLAB
- REMOVE EXISTING ROOF COVERING

11/26/2025

Helena Body & Paint
 1000 Lyndale
 Helena, MT 59601

RE: Lyndale Remodel & Addition Rev. 2

Helena Body & Paint - 100%

Diamond Construction, Inc. is pleased to provide the following 100% budget for the 1000 Lyndale Remodel & Addition for Helena Body & Paint. The project was budgeted per the plans provided by CWG Architects dated 10.17.2025. Below is a breakdown in a schedule of values with notes providing description and budget assumptions.

SCHEDULE OF VALUES		
Division Line Items	100% Budget	Notes and Assumptions
General Conditions	\$379,400	Direct cost to operate and manage the project: supervision, management, safety, temp toilet, material deliveries, small tools and disposables, clean up, final clean, disposal fees, vehicles and fuel, building permit and plan review fees, material testing, surveying, etc.
Builder's Risk Insurance Allowance	\$0	By Owner
Ground Heater - Winter Concrete Costs		
Demolition	\$68,861	Complete demolition per plans to include interior demolition of the existing building. All existing siding and roofing to be removed for installation of new. Concrete cutting for plumbing and slab changes.
Site Conditions	\$408,505	Demolition of north metal building including foundation and slab. Excavate and backfill addition foundation and interior slabs. Remove and replace sidewalks, curb & gutters, asphalt parking, fences/gates, storm inlets, water service, and approaches. Install new bollards, dumpster pad, landscaping, storm retention ponds, and grading. New water, sewer, fire lines, and oil & sand separator.
Landscaping Allowance	\$20,000	
Concrete	\$346,171	New footings, foundation, tie beams, and slab for new PEMB. Tie-in to existing building foundation. Slab infills, trench walls/slab, and foundation wall extension at existing building. Shotcrete on west wall.
Metals	\$13,042	Interior mezzanine ladder.
Wood & Plastics	\$103,562	Fasteners and framing of new interior walls, two new staircases, infills and other framing modifications.
Finish Carpentry	\$36,859	Cabinetry at breakroom, coffee station, receptionist desk and shelving, parts counter, cabinets at parts counter, and misc. interior trim.
Thermal & Moisture Protection	\$390,692	Interior insulation, continuous insulation, siding, and roofing. Caulking and flashing included. Soffits, fascia, and gutters.
Doors & Windows	\$123,881	New interior and exteriors door, storefronts, overhead doors, exterior and interior windows.

Finishes	\$266,065	GWB tape and finish at walls and ceilings, wall paneling, lvt flooring, tile floors and walls in restrooms, rubber base and interior painting.
Specialties	\$14,021	Fire extinguishers, bathroom accessories, interior signs and corner guards.
Equipment	\$751	Install owner provided appliances.
Pre-engineered Metal Building	\$485,000	Supply and erect new PEMB.
Mechanical	\$379,000	Includes labor and materials for all subcontracted rough and finish plumbing and hvac. Includes \$17,500 fixture allowance for owner selected plumbing fixtures.
Fire Suppression	\$155,001	Includes labor and materials for all subcontracted rough and finish for new fire suppression. Design not included.
Electrical + Fire Alarm	\$298,420	Includes labor and materials for all subcontracted rough and finish electrical and fire alarm.
Overhead	\$69,795	Overhead at 2%
Profit	\$106,786	Profit at 3%
Payment and Performance Bonding	\$0	Removed from contract
Project Total Budget	\$3,665,812	

Exclusions

- Nights/weekends
- Kitchen or laundry equipment
- Building Plan Review comments/changes
- Northwest Energy changes/fees
- window furnishings.
- hazardous material testing and removal
- Liberty Networks - working directly with owner
- Paint booths

Allowance Overview

- Landscaping Allowance \$20,000
- Metal Building Allowance \$485,000

Respectfully,

Jasan Moyer
 President
 406-459-1202



AIA® Document B104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eighteenth day of April in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

JMPD Enterprises LLC
6065 Forest View Drive
Helena, MT 59601

and the Architect:
(Name, legal status, address and other information)

CWG Architecture, Inc.
650 Power St. (59601) PO Box 1198
Helena, MT 59624

for the following Project:
(Name, location and detailed description)

Auto Body Shop Remodel
1000 E Lyndale
Helena, MT 59601

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
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- 7 COPYRIGHTS AND LICENSES
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- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

See Exhibit A for Scope of Work

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
 - \$1,000,000.00 Each Occurrence
 - \$2,000,000.00 General Aggregate
 - \$2,000,000.00 Products - Comp/OP AGG
- .2 Automobile Liability
 - \$1,000,000.00 Combined Single Limit (Each Accident)
- .3 Workers' Compensation
 - \$1,000,000.00 Each Accident
 - \$1,000,000.00 Disease - Each Employee
 - \$1,000,000.00 Disease - Policy Limit
- .4 Professional Liability
 - \$2,000,000.00 Each Claim Limit

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

See Exhibit A

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.3 In preparing estimates of the Cost of Work, the Contractor shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Contractor's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Contractor's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 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 binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect 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 binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Not Applicable

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Not Applicable

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. However, the Architect’s materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

One Hundred Ninety-Two Thousand Four Hundred Dollars (\$192,400.00)
- .2 Percentage Basis
(Insert percentage value)

() % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other
(Describe the method of compensation)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Standard Hourly Rates plus Reimbursable Expenses

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Standard Hourly Rates plus Reimbursable Expenses

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0 %), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	twenty-five percent (25 %)
Construction Documents Phase	seventy-five percent (75 %)
Construction Phase (Billed Hourly + Expenses)	zero percent (0 %)
<hr/>	
Total Basic Compensation	one hundred percent (100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

Employee or Category	Rate
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;

- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.25 % monthly

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Not Applicable

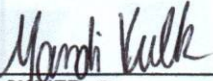
ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:
Not Applicable
- .3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)
Exhibit A - Fee Proposal - 3 pages
- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)
Not Applicable

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

BY: : Mandi Vulk Owner

(Printed name and title)



ARCHITECT (Signature)

BY: Kory Kennaugh, Secretary/Treasurer

(Printed name, title, and license number if required)



March 21, 2025

Attn: Jesse & Mandi Vulk
JMPD Enterprises LLC
6065 Forest View Drive
Helena, MT 59601

**RE: Fee Proposal – Design Development and Construction Documents
Auto Body Repair Shop Remodel & Addition
1000 E. Lyndale**

Dear Jesse & Mandi:

CWG Architecture is pleased to submit this fee proposal for design services for remodeling the building located at 1000 E. Lyndale Avenue in Helena, Montana.

Our understanding of the project:

As we have discussed, the project includes renovation/ remodel of the former building supply sales and warehouse building. The building will be remodeled to house an auto body repair shop. We have completed schematic design drawings which include demolition of the existing cold storage structure on the north end of the existing building. The demolished portion of the building will be replaced with a pre-engineered metal shop building attached to the existing high-bay storage space. The remainder of the existing building will be remodeled to house the paint and prep shop, parts storage, wash bay, frame repair bay and office/ administrative areas. Sitework will include modifying the parking areas to conform with City of Helena parking, landscaping, sidewalk and stormwater requirements.

Schedule:

Anticipated design spring/summer 2025, occupancy in 2026.

Scope of Basic Services:

1. Schematic Design/ As Built Documentation (These services have been completed)

- a. Field measure and document existing buildings.
- b. Develop 3-D model of existing buildings.
- c. Preliminary building code and zoning review.
- d. Review preliminary designs with Owner and Contractor.
- e. Coordinate project budget and scope with Owner and contractor.
- f. Meetings and correspondence with City of Helena.

2. Design Development

- a. Coordinate project budget and scope with Owner and Contractor.
- b. Coordinate building design with Owner, Contractor and Engineers.
- c. Submit Variance application to City of Helena.
- d. Mechanical and Electrical assessment as required.
- e. Structural assessment as required.

3. Construction Documents

- a. Prepare construction drawings and technical specifications (Civil, Architectural, Structural, Mechanical/Electrical/Plumbing, Fire Sprinkler and Fire Alarm)

CWG
Architecture
+
Interiors

(406) 443-2340

650 Power St
P.O. Box 1198
Helena, MT 59624

cwg-architects.com

- b. Submit drawings to the City of Helena for building permit review.
- c. Respond to City of Helena permit review comments.

4. Bidding

- a. Distribution of bid documents to General Contractor.
- b. Issue Addenda if required.

5. Construction Administration – as requested by Owner (Billed hourly)

- a. Review submittals/ shop drawings
- b. Preconstruction meeting
- c. Construction progress/ coordination meetings
- d. Final inspection/ punch list
- e. Process RFI's Change Orders and Pay Applications

Basic Services do not include:

Work beyond the scope indicated above is not included in this proposal and would be billed at CWG's or our consultant's standard hourly rate:

- a. Site surveying
- b. Asbestos and hazardous material inspection
- c. As built record drawings
- d. MDT systems impact and traffic study (Hourly not to exceed \$15,000.00 if this is required by MDT)

Basic Fee: Lump Sum

Design Development, Construction Documents, Bidding	
Architectural & Structural Drafting	\$106,000.00
Structural Engineering (Drafting by CWG)	\$5,000.00
Mechanical Engineering	\$11,500.00
Electrical Engineering	\$28,800.00
Fire Protection Engineering	\$9,500.00
Civil Engineering	\$31,600.00
Total Design Development & Construction Documents	\$192,400.00
Construction Administration (Will be Billed Hourly)	Hourly

Additional Services:

Additional services beyond the scope of work for this project will be billed at CWG's or our consultant's standard hourly rate. Owner's authorization is required prior to beginning additional work.

Fee Rates:

Additional services will be billed at CWG's, or our consultants' hourly rate. Cost for fax, copies, drawings prints, phone and mailing will be billed at actual incurred cost and are included in the Basic Fee.

CWG ARCHITECTURE HOURLY RATES:

PRINCIPAL ARCHITECT	\$165.00
PROJECT ARCHITECT II	\$150.00
PROJECT ARCHITECT I	\$140.00

PROJECT MANAGER II	\$135.00
PROJECT MANAGER I	\$125.00
ARCHITECT-IN-TRAINING	\$105.00
BIM TECHNICIAN	\$105.00
INTERIOR DESIGNER II	\$105.00
INTERIOR DESIGNER I	\$100.00
MARKETING COORDINATOR	\$100.00
3D SCANNING TECHNICIAN	\$95.00
OFFICE MANAGER	\$80.00
ADMIN ASSISTANT	\$75.00

CWG Architecture Reimbursable Expenses:

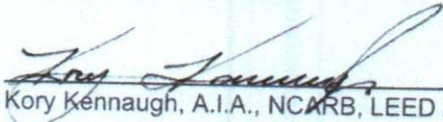
SHIPPING/POSTAGE	billed at direct cost
XEROX COPIES	\$.20 per page
BOND PRINTS	\$.50 per square foot
SCAN/PRINT	\$.50 per square foot
DIGITAL RECORD DOCUMENTS	\$200.00 Each
MILEAGE	Billed at current Federal rate
TRAVEL TIME	Billed at standard hourly rate

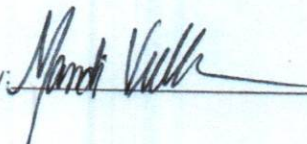
If this proposal is acceptable, please return a signed copy and we will develop an AIA contract agreement.

We appreciate your consideration of our firm for architectural services. If you have any questions, please contact me.

Sincerely,

CWG Architecture, Inc.


 Kory Kennaugh, A.I.A., NCARB, LEED AP

Accepted by:  Date: 4/16/25