

LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE _____

OF THE **Hardin, City of**

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

Water and Wastewater Operations

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the **Hardin, City of**

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

Two Million Five Hundred Sixty-Two Thousand & 00 100

pursuant to the provisions of **MCA 7-2-4101**; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ **2199000**

under the terms offered by the Government; that the Mayor

and _____ of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the _____ of the

Hardin, City of _____ has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this _____, _____ day of _____

(SEAL)

By Riley Ramsey

Attest:

Title Mayor

Title _____

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the **Hardin, City of** _____
hereby certify that the _____ of such Association is composed of
_____ members, of whom , _____ constituting a quorum, were present at a meeting thereof duly called and
held on the _____ day of _____ ; and that the foregoing resolution was adopted at such meeting
by the vote shown above, I further certify that as of _____ ,
the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been
rescinded or amended in any way.

Dated, this _____ day of _____

Title _____



911iNET
1310 9TH AVE PO BOX #28
Phenix City, AL 36868 United States
squaresales@911inet.com | (888) 545-6651

Invoice #003206-R-0004

Issue date
Feb 5, 2026

Yearly Service

Thank you for choosing 911iNET

Customer	Invoice Details	Payment	Recurring
Drew Lehr City of Hardin, Montana Police Department cityfinance@hardinmt.com (406) 665-9293 415 N Center, Suite B Hardin, MT 59034	PDF created February 25, 2026 \$55,000.00	Due April 10, 2026 \$55,000.00	Repeats yearly Repeats indefinitely

Items	Quantity	Price	Amount
911iNET Yearly Services (April 10, 2026 - April 9, 2027) <i>12 month service agreement per signed contract between the City of Hardin, Montana and 911iNET, LLC dated April 10, 2026</i>	1	\$55,000.00	\$55,000.00
Subtotal			\$55,000.00

Total Due **\$55,000.00**



Pay online

To pay your invoice go to <https://squareup.com/u/EK8c6WMt>
Or open the camera on your mobile device and place the QR code in the camera's view.

SERVICE CONTRACT

This Service Contract made April 10, 2026, is by and between:

Service Provider: 911INET LLC, with a mailing address of 1803 Crawford Rd, Phenix City, Alabama 36867,

Client: City of Hardin, Montana with a mailing address of 406 N. Cheyenne, Hardin, Montana 59034.

Service Provider and Client are each referred to herein as a "Party" and, collectively, as the "Parties."

I. Term

The term of this Agreement shall commence on April 10, 2026, and terminate on April 9, 2027.

This agreement may be extended another four years from this first agreement. The 2nd, 3rd, 4th, and 5th year shall have a cost of 55,000 for maintenance replacement and support of the radio system.

II. The Service

Push-to-talk over cellular (PoC) is a service option for a cellular phone network that enables subscribers to use a PoC as a walkie talkie with unlimited range. A typical push-to-talk connection connects almost instantly. A significant advantage of PTT is the ability for a single person to reach an active talk group with a single button press; users need not make several telephone calls to coordinate with a group. Push-to-talk cellular calls similarly provide half-duplex communications while one person transmits, the other(s) receive. This combines the operational advantages of PTT with the interference resistance and other virtues of mobile phones. 24 Hour Dispatch services for Hardin Police Department with all support needed for Emergency and Non-Emergency responses.

III. Payment Amount

The Client agrees to pay the Service Provider \$55,000.00 for the Service performed under this Agreement.

IV. Payment Method

The Client shall pay the Payment Amount: When Invoiced.

911INET Representative: _____

Date: _____

City of Hardin Representative: _____

Date: _____

911INET
1803 Crawford Rd, Phenix City Alabama 36867
888-545-6651, www.911inet.com

Feb 9, 2026

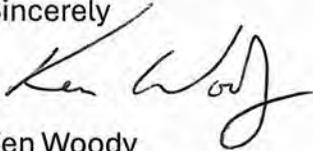
City of Hardin

To whom this may concern. I am writing to let you know I was charged incorrectly for my business license from 2022-2025. To which I paid \$100 per year. I should have been charged \$50 a year. We were charged as a "Pawn Shop" loaning money category. However we are a retail shop only and do not possess a pawning license.

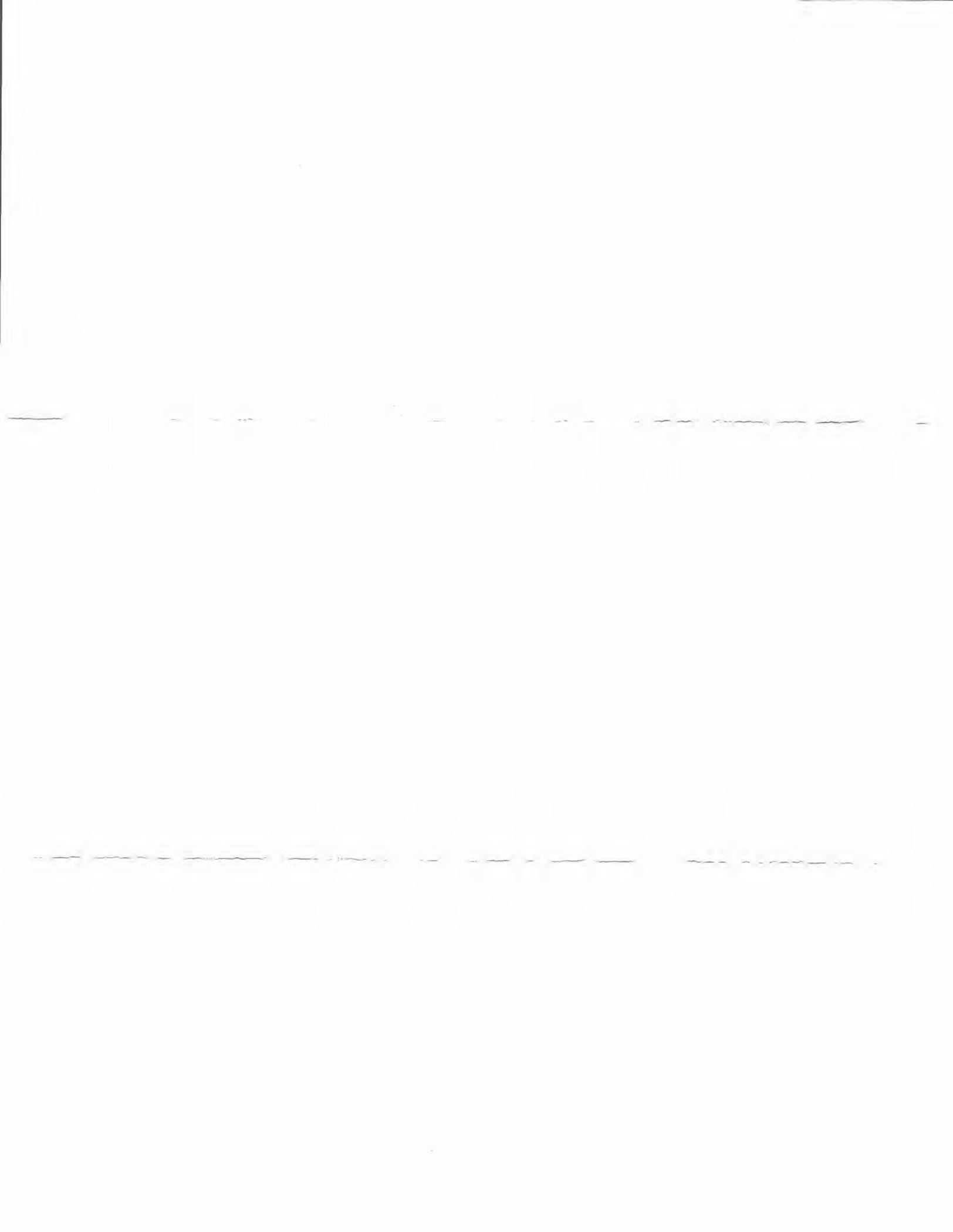
Please refund Buffalo Tipi Trading Post \$200.

Thank you for your consideration.

Sincerely

A handwritten signature in black ink that reads "Ken Woody". The signature is written in a cursive style with a large, sweeping initial "K".

Ken Woody
Buffalo Tipi Trading Post
PO Box 186
Hardin, MT 59034
406-679-1439



AMENDMENT NO. 32

**CITY OF HARDIN LANDFILL
ENGINEERING CONSULTING SERVICES**

The Original Consultant Agreement for Professional Services ("Agreement") between the City of Hardin, ("Owner") and Barry Damschen Consulting, LLC ("Consultant") for the period of January 1, 2003 through December 31, 2003 shall be amended to provide the same consulting services for the period of January 1, 2026 through December 31, 2026.

FEE

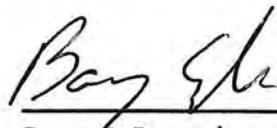
The Consultant shall conduct the work for the Lump Sum Fee of \$7,800.00. The Consultant shall invoice the Owner one fourth of the total fee on a quarterly basis.

This Owner and Consultant hereby agree to this Amendment.

City of Hardin, Montana

Barry Damschen Consulting, LLC

Mayor



Barry E. Damschen, P.E.
Owner

Attest

2-23-26

Date

Date

Contractor's Application for Payment

Owner: <u>City of Hardin</u>	Owner's Project No.: <u>C301316</u>
Engineer: <u>HDR Engineering, Inc.</u>	Engineer's Project No.: <u>10332175</u>
Contractor: <u>Northcon, Inc.</u>	Contractor's Project No.: <u>HAY502</u>
Project: <u>Hardin WWTP Upgrades</u>	
Contract: <u>Wastewater Treatment Plant Upgrades</u>	
Application No.: <u>8</u>	Application Date: <u>2/25/2026</u>
Application Period: From <u>2/1/2026</u> to <u>2/28/2026</u>	

1. Original Contract Price	\$ 13,385,736.00
2. Net change by Change Orders	\$ 524,800.00
3. Current Contract Price (Line 1 + Line 2)	\$ 13,910,536.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 3,858,357.60
5. Retainage/MT Gross Receipts	
a. <u>5%</u> X \$ 3,858,357.60 Work Completed =	\$ 192,917.88
b. _____ X \$ _____ Stored Materials =	\$ _____
c. Total Retainage (Line 5.a + Line 5.b)	\$ 192,917.88
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 3,665,439.72
7. Less previous payments (Line 6 from prior application)	\$ 2,999,725.33
8. Amount due this application	\$ 665,714.39
9. Less MT Gross Receipts Tax (1%)	\$ 6,657.14
10. Current Payment Due	\$ 659,057.25
11. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 10,245,096.28

Contractor's Certification

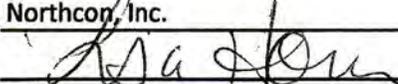
The undersigned Contractor certifies, to the best of its knowledge, the following:

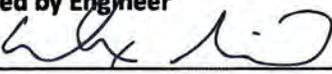
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Northcon, Inc.

Signature:  **Date:** 2/25/26

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Chief Operating Officer</u>	Title: _____
Date: <u>02/25/2026</u>	Date: _____

Approved by Funding Agency

By: _____ **By:** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: City of Hardin
 Engineer: HDR Engineering, Inc.
 Contractor: Northcon, Inc.
 Project: Hardin WWTP Upgrades
 Contract: Wastewater Treatment Plant Upgrades

Owner's Project No.: C301316
 Engineer's Project No.: 10332175
 Contractor's Project No.: HAY502

Application No.: <u>8</u>		Application Period: From <u>02/01/26</u> to <u>02/28/26</u>			Application Date: <u>02/25/26</u>			
A	B	C	D + E		F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
1	Mobilization	345,968.00	225,451.00	20,000.00		245,451.00	71%	100,517.00
2	Mobilization Subs	153,630.00	80,072.60	5,500.00		85,572.60	56%	68,057.40
3	General Conditions	470,488.00	402,744.00			402,744.00	86%	67,744.00
4	Divisions 1 (16 Months)	1,813,900.00	806,448.00	113,000.00		919,448.00	51%	894,452.00
5	Demobilization	138,387.00					0%	138,387.00
HEADWORKS								
6	Excavation	170,000.00	120,000.00	6,000.00		126,000.00	74%	44,000.00
7	Building Work Concrete	299,288.00	107,000.00	80,750.00		187,750.00	63%	111,538.00
HEADWORKS MECHANICAL								
8	Labor	22,317.00					0%	22,317.00
9	Material	13,911.00					0%	13,911.00
10	Equipment	144,920.00					0%	144,920.00
11	Duct Wrap	8,180.00					0%	8,180.00
12	Crane	3,500.00					0%	3,500.00
13	Test & Balance	3,485.00					0%	3,485.00
14	Permit	2,215.00					0%	2,215.00
15	Project Management	50,550.00	5,000.00			5,000.00	10%	45,550.00
HEADWORKS ELECTRICAL								
16	Light Fixtures	18,000.00					0%	18,000.00
17	Switchgear	75,000.00					0%	75,000.00
18	Controls	110,000.00					0%	110,000.00
19	Material	72,500.00		11,322.00		11,322.00	16%	61,178.00
20	Labor	115,000.00	9,905.00	6,000.00		15,905.00	14%	99,095.00
HEADWORKS BUILDING CONSTRUCTION								
21	Precast Wall Panels	235,000.00		34,000.00		34,000.00	14%	201,000.00
22	Labor	120,000.00					0%	120,000.00
23	Cabinets	33,000.00					0%	33,000.00
24	Roofing	97,500.00					0%	97,500.00
25	Doors	25,000.00					0%	25,000.00
26	Metal Works/Decking/Fiberglass	130,000.00					0%	130,000.00
27	Fire Stop and Sealants	12,000.00					0%	12,000.00
28	Mechanical Hardware	975,000.00					0%	975,000.00
29	Labor	93,000.00	9,000.00			9,000.00	10%	84,000.00
30	Plumbing	65,000.00					0%	65,000.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: City of Hardin
 Engineer: HDR Engineering, Inc.
 Contractor: Northcon, Inc.
 Project: Hardin WWTP Upgrades
 Contract: Wastewater Treatment Plant Upgrades

Owner's Project No.: C301316
 Engineer's Project No.: 10332175
 Contractor's Project No.: HAY502

Application No.: 8 Application Period: From 02/01/26 to 02/28/26 Application Date: 02/25/26

A Item No.	B Description	C Scheduled Value (\$)	D + E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
	ADMIN/UV							
31	Excavation	45,000.00					0%	45,000.00
32	Concrete Work	250,000.00					0%	250,000.00
	ADMIN/UV/MECHANICAL							
33	Labor	23,530.00					0%	23,530.00
34	Material	12,000.00					0%	12,000.00
35	Equipment	28,237.00					0%	28,237.00
36	Duct Wrap	2,400.00					0%	2,400.00
37	Test & Balance	3,485.00					0%	3,485.00
38	Project Management	50,550.00	5,000.00			5,000.00	10%	45,550.00
	ADMIN/UV/ELECTRICAL							
39	Light Fixtures	9,200.00					0%	9,200.00
40	Switchgear	145,000.00					0%	145,000.00
41	Controls	165,000.00					0%	165,000.00
42	Materials	48,000.00					0%	48,000.00
43	Labor	81,000.00	5,198.00	-		5,198.00	6%	75,802.00
	ADMIN/UV/BUILDING CONSTRUCTION							
44	Precast Wall Panels	95,000.00		10,000.00		10,000.00	11%	85,000.00
45	Labor	60,000.00					0%	60,000.00
46	Roofing	43,500.00					0%	43,500.00
47	Cabinets	12,000.00					0%	12,000.00
48	Doors	12,600.00					0%	12,600.00
49	Metal Works/Decking/Fiberglass	50,100.00					0%	50,100.00
50	Fire Stop and Sealants	5,000.00					0%	5,000.00
51	Mechanical	360,000.00					0%	360,000.00
52	Plumbing	7,000.00					0%	7,000.00
53	Material	8,000.00					0%	8,000.00
54	Labor	5,000.00					0%	5,000.00
	ADMIN/UV BUILDING ELECTRICAL							
55	Light Fixtures	32,150.00					0%	32,150.00
56	Switchgear	134,000.00					0%	134,000.00
57	Controls	220,000.00					0%	220,000.00
58	Generator	246,150.00					0%	246,150.00
59	Material	100,000.00					0%	100,000.00
60	Labor	225,000.00	12,340.00	4,000.00		16,340.00	7%	208,660.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: City of Hardin
 Engineer: HDR Engineering, Inc.
 Contractor: Northcon, Inc.
 Project: Hardin WWTP Upgrades
 Contract: Wastewater Treatment Plant Upgrades

Owner's Project No.: C301316
 Engineer's Project No.: 10332175
 Contractor's Project No.: HAY502

Application No.:		Application Period:		From		to		Application Date:	
8		02/01/26		02/28/26		02/25/26			
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
61	Labor to Move Blowers	5,000.00	4,200.00			4,200.00	84%	800.00	
	CLARIFIER COMPLEX								
62	Material	15,000.00	5,000.00	2,000.00		7,000.00	47%	8,000.00	
63	Labor	50,000.00	20,000.00	5,000.00		25,000.00	50%	25,000.00	
64	Excavation	203,000.00	136,200.00	15,000.00		151,200.00	74%	51,800.00	
65	Concrete Work	675,000.00	284,000.00	250,000.00		534,000.00	79%	141,000.00	
	CLARIFIER COMPLEX ELECTRICAL								
66	Material	30,000.00					0%	30,000.00	
67	Labor	25,000.00	2,865.00	-		2,865.00	11%	22,135.00	
	CLARIFIER 1 NEW CLARIFIER								
68	Labor	75,000.00		6,500.00		6,500.00	9%	68,500.00	
69	Material	495,000.00	49,500.00	21,000.00		70,500.00	14%	424,500.00	
	CLARIFIERS 2 AND 3								
70	Labor	55,000.00					0%	55,000.00	
71	Material	310,000.00					0%	310,000.00	
72	Coatings	100,000.00					0%	100,000.00	
	RAS VAULT & LIFT STATION								
73	Material	270,700.00					0%	270,700.00	
74	Concrete Work	112,000.00					0%	112,000.00	
75	Excavation	25,000.00					0%	25,000.00	
76	Labor/Demo	12,000.00					0%	12,000.00	
	RAS VAULT & LIFT STATION ELECTRICAL								
77	Electrical	2,500.00					0%	2,500.00	
78	Labor	8,500.00					0%	8,500.00	
	DIGESTER								
79	Material	405,000.00					0%	405,000.00	
80	Coatings	20,000.00					0%	20,000.00	
81	Labor	55,000.00					0%	55,000.00	
	DIGESTER ELECTRICAL								
82	Material	2,500.00					0%	2,500.00	
83	Labor	8,500.00					0%	8,500.00	
	OXIDATION DITCH								
84	Demo	92,645.00					0%	92,645.00	
85	Concrete Work	75,000.00					0%	75,000.00	
86	Material	205,000.00					0%	205,000.00	

Progress Estimate - Lump Sum Work

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			(D + E) From Previous Application (\$)	This Period (\$)				
87	Metal Fab and Install	75,000.00					0%	75,000.00
88	Labor	33,000.00					0%	33,000.00
89	Coatings	75,000.00					0%	75,000.00
OXIDATION DITCH ELECTRICAL								
90	Material	2,500.00					0%	2,500.00
91	Labor	8,500.00					0%	8,500.00
SITWORK/PIPE WORK								
92	Site Material	750,000.00	247,500.00	70,000.00		317,500.00	42%	432,500.00
93	Labor/Equipment	390,000.00	123,000.00	-		123,000.00	32%	267,000.00
94	Concrete Work	150,000.00					0%	150,000.00
95	Bypass Pumping	300,000.00	213,000.00	-		213,000.00	71%	87,000.00
96	Shoring	250,000.00	219,992.00	15,000.00		234,992.00	94%	15,008.00
SITWORK/PIPE WORK ELECTRICAL								
97	Material	54,750.00	1,000.00	14,645.00		15,645.00	29%	39,105.00
98	Labor	122,000.00	3,225.00	6,000.00		9,225.00	8%	112,775.00
Original Contract Totals		\$ 13,838,736.00	\$ 3,097,640.60	\$ 695,717.00	\$ -	\$ 3,793,357.60	27%	\$ 10,045,378.40

MAYOR
Riley Ramsey

POLICE CHIEF
Paul M. George Jr.



PUBLIC WORKS DIRECTOR
Michael Hurff Jr.

FINANCE OFFICER/CITY CLERK
Andrew Lehr

February 27, 2026

Re: "City Website Redesign"

Dear Mayor and Members of the Council,

Over the past several months, staff have conducted a thorough and deliberate review process to evaluate options for the City's new website platform. During this time, we have demoed four separate vendors: Revize, CivicPlus, Rebel River, and Zee Creative. Civic Plus and Rebel River presented two different website options, allowing us to compare multiple approaches in design, functionality, and service levels.

In addition to the live demonstrations, staff conducted an inventory of website platforms currently used by other cities and towns throughout Montana to better understand industry standards, trends, and peer experiences. We also sought direct feedback and personal recommendations through professional networks, including input from a board member who serves alongside municipal representatives across the state. This ensured our research extended beyond sales presentations and included real-world user experience.

While several of the platforms are strong and capable options, a significant distinction between vendors is the proposed payment structure. Only one vendor has offered the ability to amortize the total project cost over a five-year period. The remaining vendors require either full payment upfront or a 50% deposit upon contract execution with the remaining 50% due at project launch.

Given current and upcoming budget priorities, the five-year payment option provides a more sustainable and fiscally responsible approach. Spreading the investment across multiple fiscal years minimizes immediate financial impact while still allowing the City to move forward with a much-needed modernization of our digital presence. This structure provides predictability, flexibility, and improved cash flow management.

After extensive research, demonstrations, peer comparison, and reference gathering, staff believe the Revize, who offers the five-year payment structure warrants strong consideration, both for the platform capabilities and the financial terms provided.

We look forward to discussing Council's direction on how you wish to proceed.

Respectfully submitted,

Andrew Lehr
Finance Officer / City Clerk

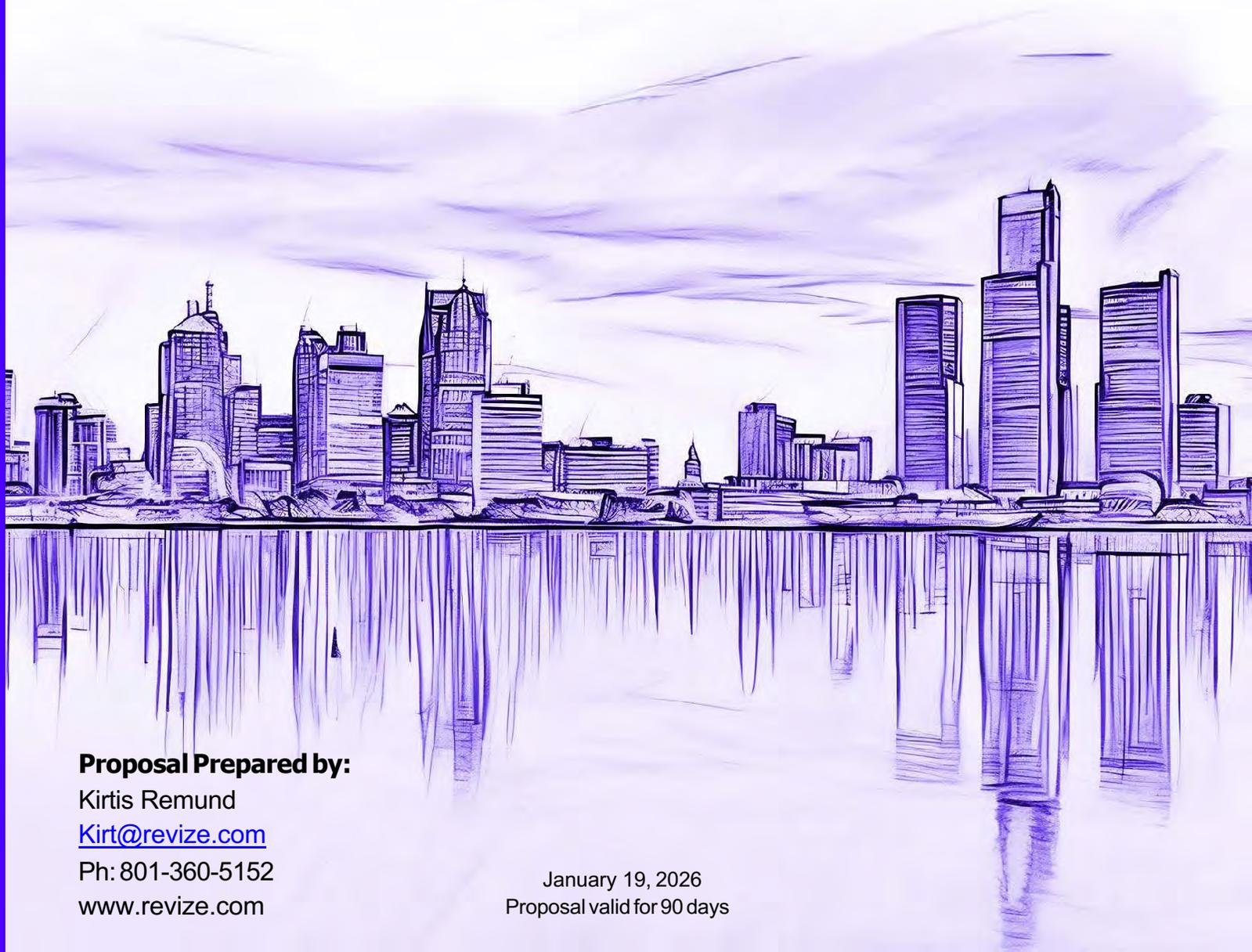
A handwritten signature in blue ink that reads "Andrew Lehr".

revize.

The Government Website Experts

A Website Proposal for

The City of Hardin, Montana



Proposal Prepared by:

Kirtis Remund

Kirt@revize.com

Ph: 801-360-5152

www.revize.com

January 19, 2026

Proposal valid for 90 days

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Revize Clients!

- Des Moines, IA
 - Eagle County, CO
 - Glencoe, IL
 - Golden, CO
 - Hamilton County, OH
 - Largo, FL
 - Olympia, WA
 - Pasco County, FL
 - St. Petersburg, FL
 - Troy, MI
 - And Many More!
- www.dsm.city
 - www.eaglecounty.us
 - www.villageofglencoe.org
 - www.cityofgolden.gov
 - www.hamiltoncountyohio.gov
 - www.largo.com
 - www.olympiawa.gov
 - www.pascocountyfl.net
 - www.stpete.org
 - www.troymi.gov

Dear Mayor Riley Ramsey, Alex Edwards, Andrew “Drew” Lehr, Angela Zimmer, Steven J. Hopes, Jeremy Krebs, Clayton Greer, Antonio Espinoza, George Toyne, Chris Sharpe,

Thank you for considering Revize as your web development partner. For nearly two decades, Revize has been a leader in providing high-quality, government-compliant web solutions. Located in Troy, Michigan we have launched hundreds of government websites nationwide, including nearly 200 right here in Michigan, a myriad of industry awards and hundreds of satisfied clients stand as testament to the quality and value of our work.

Visitors are drawn to websites that are appealing yet functional, user friendly with a plethora of services, and accessible on a wide range of devices. A Revize website will allow your residents and businesses to easily fill out and submit documents, review and pay bills and taxes, perform searches to answer frequently asked questions and perform a suite of other tasks that would otherwise require staff assistance. What’s more, a Revize website will enable you to increase staff productivity and decrease costs by reducing off-line departmental operations.

Some of our great clients include:

- City of Largo, FL largo.com – Award Winner
- Eagle County, CO eaglecounty.us – Award Winner
- City of St. Petersburg, FL stpete.org
- City of Des Moines, IA dsm.city – Award Winner
- City of San Carlos, CA cityofsancarlos.org – Award Winner

“Revize Websites build engagement with your constituents.”

"revize websites build engagement with your residents"

We will work closely with you to design and develop a dynamic, functional and easy-to-navigate website that will perfectly fit your community.

Then we empower you to control your digital presence with the industry's best administrative management applications. Revize training ensures that your team has the skills needed to expertly update and manage website content and delivery.

Government clients select Revize because we can help them

- Effectively engage residents.
- Enhance their web presence and build an online communications center.
- Empower non-technical web content editors and administrators to easily execute changes.
- Implement a scalable solution that allows them to affordably grow their web presence for the long term.

We have worked hard to establish a reputation for creating online community websites that engage, inform, and increase participation of your community. With our help, your community's website can serve your residents better, inspire them more, and get them actively involved in your government. Please contact me if you have any questions at all.

Sincerely,

Kirtis Remund
Account Executive
Phone: **801-360-5152**
Email: Kirt@revize.com

Executive Summary

Thank you for considering Revize Software Systems for your new website project. We understand the importance of this undertaking and know how motivated your government/community is to selecting the right vendor; one who will work with you through all the steps required to build the perfect website featuring a plethora of high quality online services that your constituents will want to use regularly. In more than two decades of working with government leaders, as well as through nationwide surveys, we have learned that the key to choosing a website vendor is finding the right balance between the total cost of the solution and the quality of the design, online apps and user functionality. In simpler terms, you need a solution that works for you and serves your constituents.

About Us

With approximately 3,000 government websites launched nationwide, Revize Software Systems is one of the industry's leading providers. We credit our rapid growth to our 20-year track record of building award-winning government websites and content management systems. When you work with Revize, you're not just a client, you become part of the Revize family and will receive the service and support you need and expect! We are among the most highly respected government website experts in the United States and we proudly stand by our work.

Our Innovative Responsive Web Design (RWD) and Web Apps

Revize has been a pioneer in implementing the latest trends in design by using Responsive Web Design (RWD). This technology ensures that site visitors have an optimal viewing experience — easy reading and navigation with a minimum of resizing, panning, and scrolling — across a wide range of devices, from desktop monitors to mobile phones. RWD provides flexible and fluid website layouts that adapt to almost any screen. When you implement a dynamic new website powered by Revize, you will not only get an outstanding look, layout and navigation, but you also receive 24/7 access to our Government Communication Center for residents, business and visitors.

Here you will find the communication tools you need such as:

- Public Service Request App
- Calendar of Events
- E-Notification Modules
- On-Line Payment Portal
- Facilities Reservations
- News Center with Facebook/Twitter Integration
- Emergency Alerts
- Online Forms / Survey Tools
- E-Newsletter Applications
- Job Posting and Tracking Module
- Public Records Request Tracker

Our Award-Winning Government CMS

Revize is renowned as a leader in providing practical, high-value, easy to use content management software Government CMS. This simple-to-use yet powerful solution enables clients to manage their online presence with high functionality and style. With applications such as an online document center, public service request app, public records request tracker, agendas and minutes, frequently asked questions and more, Revize ensures that our clients have the tools they need to make information and services available for website users at the click of a mouse.

Quick Deployment, Personalized Training and Support

Revize addresses time concerns by completing websites in considerably less time than our competitors. And because our software is so easy to use, we are also able to effectively train our clients in less than half the time it takes our competitors. Our training program is customized based on each client's needs, and we provide hands on training the way you want it – either onsite or off site through web conferencing tools. We pride ourselves on the skills of our support staff, who are responsive, knowledgeable and helpful. Our online support portal is available 24/7/365 for issue tracking and management. We also provide phone and email support during regular business hours.

Did you know? Our technical support staff are trained developers. When you call for tech support, you'll be speaking to staff with direct knowledge of development!

Company Overview

Founded
1995

Headquarters
150 Kirts Blvd.
Troy, MI 48084

Phone
248-269-9263

Website
revize.com

Revize Software Systems was founded in June, 1995 as a "new media" development company specializing in the creation of interactive web design, multimedia content delivered on CD-ROM, and video production. Since then, Revize has made an unsurpassed name for itself in government website design, which remains our specialty. We now boast more than 3,000 websites launched in North America and have created acclaimed website designs for hundreds of municipalities and counties, as well as government departments and agencies. In September, 1996 as the Internet was becoming a world-wide reality, Revize began developing a Web Content Management System (CMS) for the government market to enable non-technical contributors to quickly and easily update content on their websites. The result was the creation of our state-of-the-art Revize Government CMS. Our mission has always been to enhance the communications of government organizations nationwide with their varied and valued audiences. This is based on our vision statement, which reads:

“The empowerment of people through simplified information management technologies.”

Focused exclusively on creative web design, government web apps and content management technologies, Revize continues to invest in its technology, continually adding new capabilities and features that manifest our vision. While many municipalities choose Revize to develop and cost-effectively manage their website content, clients also use Revize as an information-sharing platform. Our suite of Revize Government web-based solutions has proven valuable as a powerful technology that empowers clients to build and maintain sophisticated web sites, all while using the Internet and internal Intranets/Extranets to acquire, analyze, process, summarize and share information



Did you know?

Revize has won national awards for our websites!

Government Project Experience

City of Golden, Colorado

www.cityofgolden.gov



The City of Olympia, Washington

Olympiawa.gov

Pasco County, Florida

www.pascocountyfl.net



Government Account References

Client: City of Wylie, TX

Craig Kelly, Public Information Officer

Phone: (972) 516-6016

Email: craig.kelly@wylietexas.gov

Website: ci.wylie.tx.us

Client: City of Olympia, WA

Joshua Linn, Website Administrator

Office: (360) 570-3782

Email: JLinn@ci.olympia.wa.us

Website: olympiawa.gov

Client: Tipton County, TN

Shawn Anderson, GISP Director

Phone: (901) 476-0234

Email: sanderson@tiptonco.com

Website: tiptonco.com

Timeline

Phase	Duration
Phase 1: Initial Setup & Kickoff Meeting	1 - 2 Week
Phase 2: Discovery & Design	6-8 Weeks
Phase 3A: Development	5-6 Weeks
Phase 3B: Sitemap Development	(Overlaps Phase 3A)
Phase 4: Content Migration	5-6 Weeks
Phase 5: Quality Assurance Testing	1-2 Weeks
Phase 6: Training/Go Live	2-4 Weeks
Go-Live (Average)	20-28 Weeks

Did you know?

The project planning process is designed to fit your needs. We will adapt our timeline if your schedule requires.

Revize Project Team

Revize understands the importance of having a talented and experienced staff. We are proud of our well-respected team of top notch experts in the field of government website design, development, analysis, content management, training and support. From the first creative concepts through to the design phases, and from site launch to training of personnel and continued support of your website project, we have the right group of seasoned professionals to work with you through the website process and beyond. We are pleased to introduce them:

- **Dedicated Account Manager:** Kirt Remund
- **Kristina Kingman:** Project Manager
- **Alex Parent:** Creative Arts Director/Web Designer
- **Samir Alley:** Chief Operations Officer
- **Denise Brazier:** Revize CMS Trainer
- **Jamie Phy:** Revize CMS Integrator/Backend Developer
- **Richard Opiniano:** HTML Developer
- **Joseph Nagrant:** VPSales/Marketing
- **Derek Ortiz:** Chief Technology Officer
- **Akshaya Ray:** Chief Cloud Architect
- **Many More!**

Revize AI ChatBot

As part of Revize’s fully integrated lineup of features, we are excited to introduce the latest in AI Chat technology.

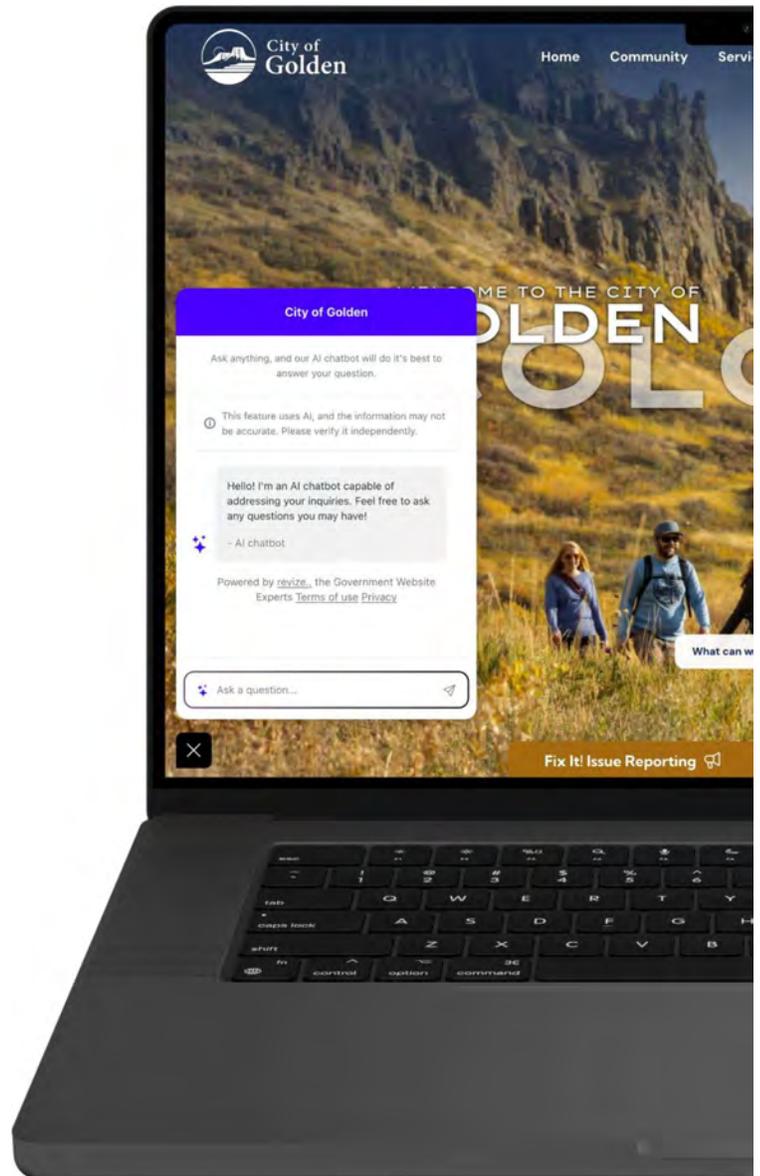
The Revize ChatBot allows your visitors to instantly find answers to their questions – without the need to search, find, and read an entire webpage.

Users simply type in their question, and the Revize ChatBot provides a detailed response in seconds!

Unlike some third-party live chats that force admins to pre-populate content, the Revize ChatBot is quite different. It learns the content of your website and provides answers based on that content.

Admins can even configure the ChatBot to ignore certain content of your website and learn content of other websites.

Keep in mind, Revize developed this feature ourselves. Which means the maintenance, updates, tech support are all handled directly by Revize. No need to deal with another vendor.

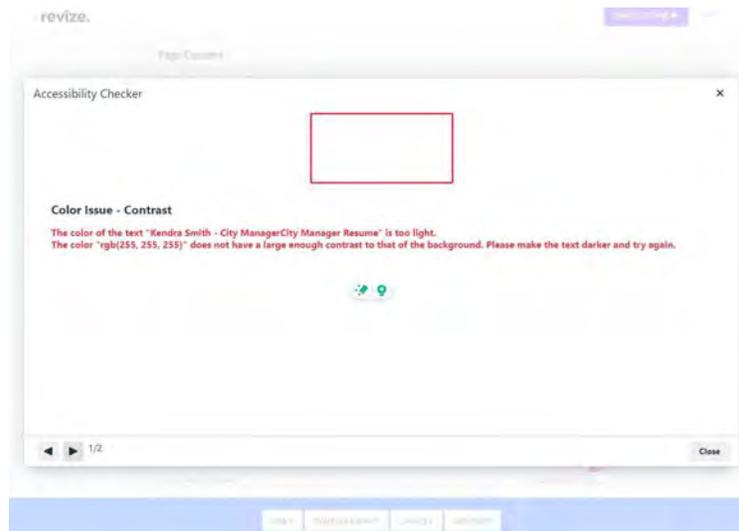


Accessibility & Compliance

WCAG Accessibility Compliance

Revize has launched more than 3,000 websites nationwide, with accessibility incorporated into both our platform and implementation process. Revize websites are designed to align with WCAG 2.1 AA, while actively incorporating WCAG 2.2 AA best practices as standards evolve using current industry-recognized approaches.

The Revize CMS includes built-in accessibility checking tools to help identify potential issues as content is added or updated. Together, these tools and practices support an ongoing, collaborative approach to accessibility between Revize and our clients.



Accessibility Strategy - During the Project

Revize will:

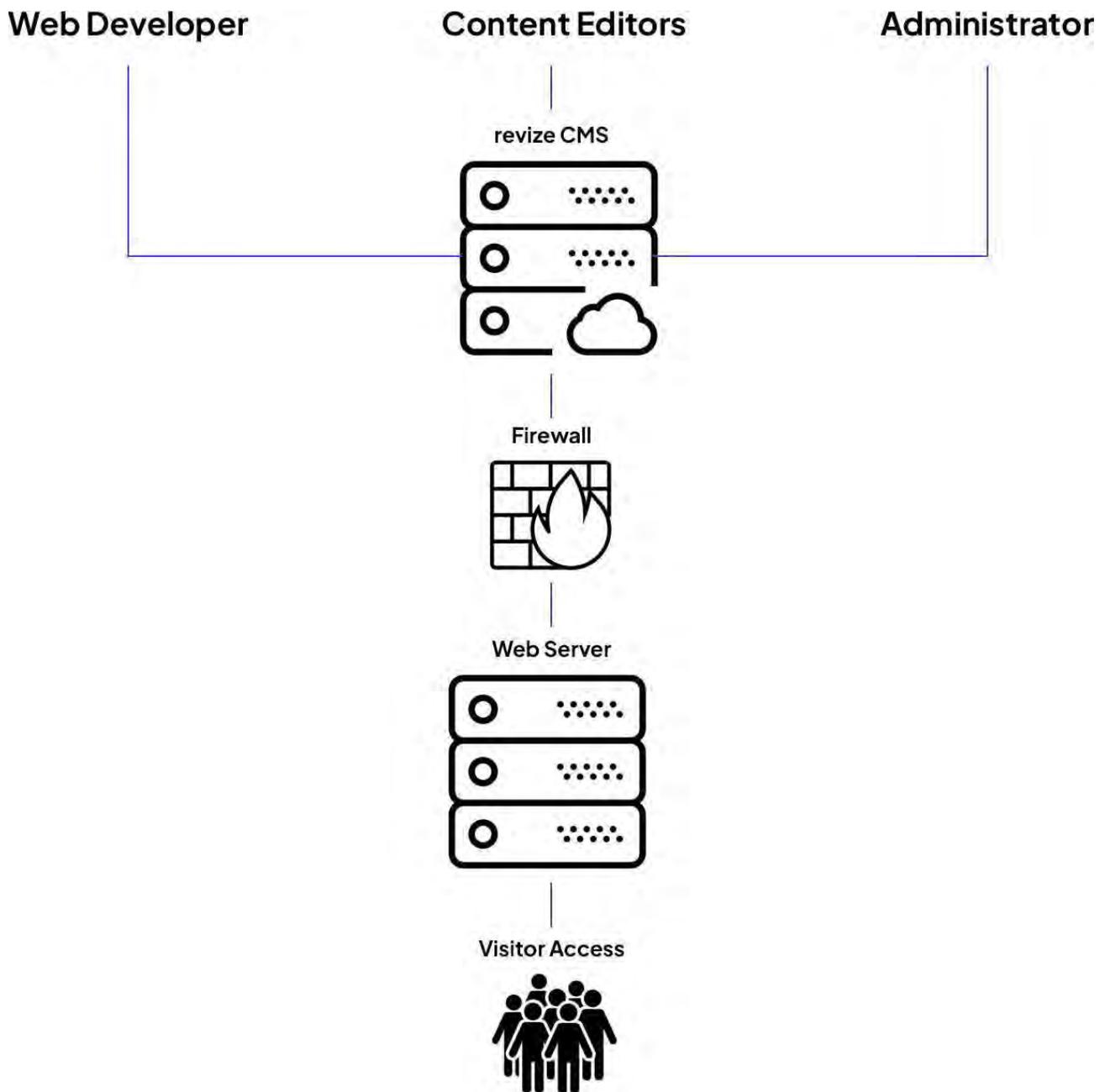
- Design custom visual mockups with WCAG 2.2 AA considerations in mind, including color contrast, typography, layout structure, and interactive elements.
- Build the site using ARIA labels, semantic HTML, and other WCAG best practices.
- Ensure keyboard navigability and screen reader compatibility.
- Include an accessibility checker in the Revize CMS editor.

While Revize provides the framework for compliance, the CLIENT is responsible for ensuring that content (e.g., PDFs, documents, images) is accessible before posting. Revize does offer PDF remediation services as an add-on for files that need to be made compliant.

Revize Technology Architecture

The Revize Government CMS is a standards-based, open architecture software product without any proprietary restrictions. Revize uses leading technologies to avoid integration problems with existing systems and comes complete with its own Integrated Publishing Engine, Embedded Relational DB, JSP/Servlet Engine, and Application Server.

Revize Intelligent Publishing WCM



Revize Quote

Project Cost

	Total
Phase 1: Kickoff Meeting and Discovery/Project Planning	\$500.00
Phase 2: Design Mockups/Wireframes	\$3,100.00
One (1) concept, three (3) rounds of changes for each of the following - Homepage & Inner Page	
Phase 3A & 3B: Development & Sitemap Development	\$4,300.00
Convert mockups into Revize CMS enabled webpages and provide suggested sitemap	
Phase 4: Quality Assurance Testing	\$900.00
Phase 5: Content Migration	Included
Content migration according to approved sitemap – Up to 300 webpages and 700 documents	
Phase 6: Revize CMS Content Editor Training & Go Live	\$900.00
Annual Tech Support, Revize CMS License and Hosting Fee:	\$2,600.00
Unlimited tech support, 3 CMS users, up to 10GB website storage, 50GB monthly bandwidth	

Total Project Cost \$12,300.00

Optional Add-Ons

Additional Features/Services

	Total
Annual WCAG Scan and Remediation Service (Annual Fee): Includes up to 2 scans per year with up to 4 remediation hours included	\$2,400.00
AI ChatBot (Annual Fee) With automatic retraining and backend admin access	\$3,400.00
Revize Email Newsletter (Initial Investment) \$600 Annually. Includes up to 10,000 monthly sends	\$2,500.00
Mobile App (Initial Investment) \$3,400 Annual Fee Due Upon Go Live	\$6,500.00
Logo Design Includes 3 concepts. Client picks one for up to 3 rounds of revisions	\$5,500.00

Optional Payment Plan – The Revize Client First Plan

The Revize Client First Plan offers local governments an alternative payment plan that makes it easier to purchase a new website on your budget and spreads the one-time project design and development costs over a longer period of time.

Through a minimum three-year contract, The Revize Client First Plan dramatically lowers the one-time project development and start-up costs of launching a new website. What Revize does is combine the one-time and recurring fees and spreading them over the life of the contract. And because we value our continuing relationships with our customers, those who extend their contract beyond the three-year minimum will receive a redesign at the end of their fourth year with Revize Free of Charge.

Optional Payment Plan – Three Year Payment Breakdown – Interest Free

Year 1	20% of project costs + Annual Hosting, Support, Maintenance \$4,540
Year 2	20% of project costs + Annual Hosting, Support, Maintenance \$4,540
Year 3	20% of project costs + Annual Hosting, Support, Maintenance \$4,540
Year 4	20% of project costs + Annual Hosting, Support, Maintenance \$4,540
Year 5	20% of project costs + Annual Hosting, Support, Maintenance \$4,540 Includes Free Redesign

Included Features

The Following Applications & Features will be integrated into Your Website: In addition to the Government Content Management System, which allows non-technical staff to easily create and update website content, Revize includes a suite of applications and features purpose-built for municipalities. These tools are outlined below and organized into five categories:

Citizen's Communication Center Apps

- Notification Center
- Document Center
- FAQs/Accordion
- News Center
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App

Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- RSS Feed

Staff Productivity Apps

- Agenda Posting Center
- iCal Integration
- File/Image Manager
- Link Checker
- Menu Manager
- Online Form Builder
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

- Audit Trail
- History Log
- Secure Site Gateway
- Unique Login/Password for each Editor
- URL Redirect Setup/Friendly Links
- User Roles and Permissions
- Web Statistics and Analytics

Mobile Device and Accessibility Features

- Alt-Tags
- Font Size Adjustment
- Language Translator
- Mobile and Tablet Preview while Editing
- Responsive Website Design (RWD)
- WCAG Accessibility

Revize Support Includes

- 8 AM – 8PM EST Phone Support (Monday thru Friday)
- 24/7/365 Portal and Email Support
- Staff provides assistance and answers all questions
- Dedicated support staff
- New/existing user training
- Free Training Refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- E-Newsletter Module support
- Automatic upgrade of CMS modules, such as Calendar, Document Center, etc.
- Four major CMS upgrades per year
- Software and modules upgrades (automatic install)
- Server hardware and OS upgrades
- Immediate bug fixes/patches
- Round the clock server monitoring
- Data Center Network upgrades
- Security and antivirus software upgrades
- Firewall and router upgrades
- Bandwidth and network infrastructure upgrades
- Remote backup of all website assets
- Cloud backup of all website assets
- Quarterly Newsletters on major feature updates
- Regular webinars on CMS features and usage

Did you know?

Revize updates your Content Management System on a rolling basis throughout the year

revize.

Thank you

For Considering revize

Prepared by Kirt Remund

150 Kirts Blvd. Troy, MI 48084

Ph: 801-360-5152

Email: Kirt@revize.com

www.revize.com

Disclaimer

Scope of Proposal: The information contained in this proposal is for general informational purposes only. The content of this proposal is subject to change without notice, and revize LLC reserves the right to modify, amend, or alter any part of the proposal at its sole discretion. The services, deliverables, timelines, and pricing outlined herein are estimates and are subject to further negotiation and final agreement.

City of Hardin, Montana

Web Central Starter: Summary

Proposal valid for 60 days from date of receipt



Company Overview

CivicPlus started back in June of 1998 with a simple yet powerful vision: to create a website solution that allowed municipal staff to maintain their websites daily without needing a technical webmaster. As technology advanced, we saw our customers' need to bring more services online. We expanded our vision to make local government work better as a whole.

Today, CivicPlus provides public sector technology that automates processes, digitizes services, and enhances civic experiences. Our wide range of government software solutions are designed to be flexible, scalable, and customizable, ensuring a frictionless experience for residents and staff. Our portfolio includes solutions for:



- Process Automation and Digital Services
- Planning, Permitting, Licensing, and Code Enforcement
- Fire and Life Safety Inspections
- Asset Management
- Utility Billing
- Social Media Archiving
- FOIA Management
- Municipal Websites
- Web Accessibility
- Agenda and Meeting Management
- Codification
- Emergency and Mass Notifications
- Parks and Recreation Management
- 311 and Citizen Relationship Management

EXPERIENCE & RECOGNITION

25+ Years

10,000+ Customers

950+ Employees



CivicPlus has over 25 years of experience working with municipal organizations across the US and Canada. Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 10,000 customers and their over 100,000 administrative users. In addition, over 340 million residents engage with our solutions daily. With such experience, we are confident that we can provide the best solution for you.

CONTACT INFORMATION

Primary Office

302 S. 4th Street, Suite 500, Manhattan, KS 66502

Phone: 888.228.2233 | Fax: 785.587.8951

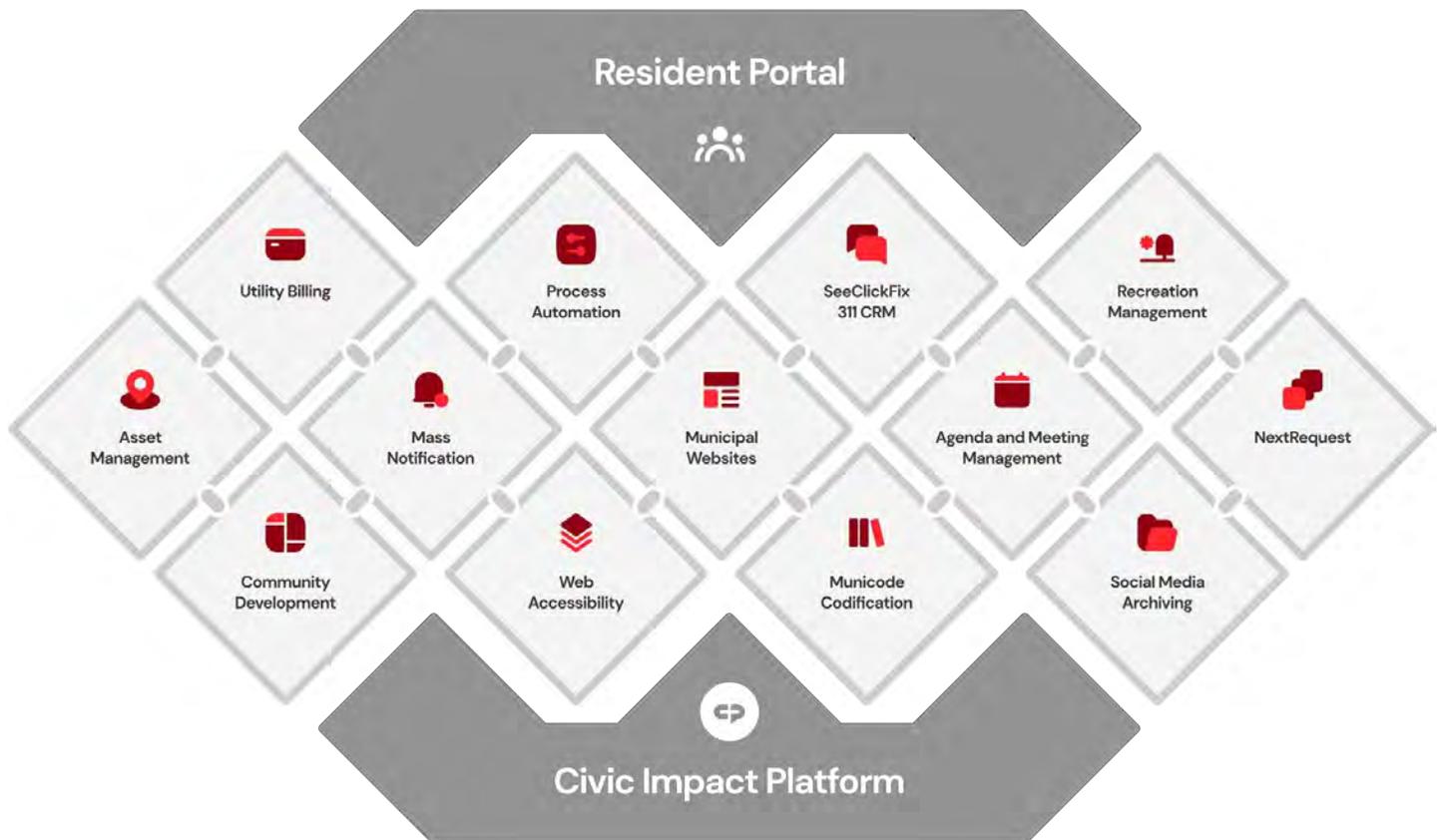
Civicplus.com

Powering & Empowering Government

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.



Website	Standard	Premium
One-Time Standard Implementation	\$850	\$1,700
Annual Subscription Fees	\$4,664	\$5,772
Bundling Discounts Available		

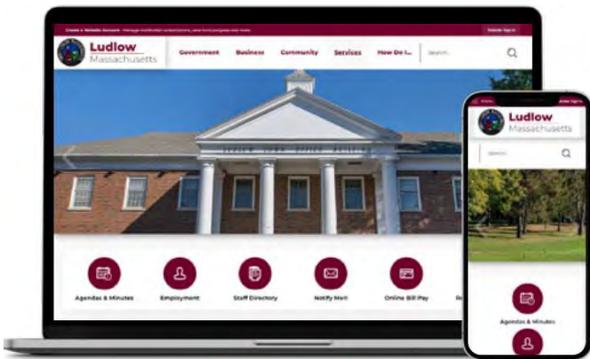
Base Inclusions			Price
Agenda Center	Graphic Links	Guardian/Cloudflare Tier 1	Included
Calendar	Quick Links	Security for PCI Compliance	
Alert Center	Info Advanced	and Visitor Surges.	
Document Center	News Flash	DNS Domain Management	
Notify Me	Staff Directory	SSL Management	
Form Center	FAQs	Hosting and Security	
Website Optional Add-On			Price
Additional Live Training Per Module			\$375 one-time
Additional Meetings and Agenda Migration per 100 Meetings (2 previous years plus current year included in base price)			\$850 one-time
Standard Department Header Page			\$2,933 one-time \$813 annual fee
Premium Department Header Page			\$4,515 one-time \$938 annual fee
Accessibility with AudioEye			\$500 one-time \$2,500 annual fee
CommonLook – PDF Remediation – One License			\$1,443 annual fee
48 Month Redesign Annual Fee			Standard \$250 Premium \$425
Convert PDF Forms to Fillable Forms			\$40 per PDF page
Facilities and Reservations Module			\$350 annual fee
Resource - Business Directory Module			\$350 annual fee
Activities Module			\$350 annual fee
Bids Posting Module			\$350 annual fee
Jobs Module			\$350 annual fee
Opinion Polls Module			\$350 annual fee
Blog Module			\$350 annual fee
Real Estate Locator Module			\$350 annual fee
CivicSend – E News Letter Builder Added to Notify Me			\$750 one-time \$2,374 annual fee
CivicPlus Pay with Forte			\$500 one-time \$250 annual fee
Additional Block of 500 Notify Me SMS Subscribers (Comes with a block of 500)			\$945 annual fee
Chatbot			\$2,750 annual fee
Other Popular Integrated Solutions			Price
Mass Notification			Ask Me – Scoping Necessary
Meetings and Agenda Management			Ask Me – Scoping Necessary
Social Media Archiving			Ask Me – Scoping Necessary
Next Request (Public Records Request)			Ask Me – Scoping Necessary
Municode Codification (Code of Ordinance)			Ask Me – Scoping Necessary
SeeClickFix 311 CRM			Ask Me – Scoping Necessary
Web Accessibility			Ask Me – Scoping Necessary
Community Development (Permitting, Licensing, Code Enforcement)			Ask Me – Scoping Necessary
Asset Management			Ask Me – Scoping Necessary
Process Automation (Advanced fillable forms with automated workflow)			Ask Me – Scoping Necessary
Recreation Management			Ask Me – Scoping Necessary

Standard Package Designs

You will choose one of our fixed layout options as the base of your website. You will then be given the opportunity to submit personalized information, like imagery, branding, graphic button preferences, and more to be taken into design consideration. This finalized design will not only represent your unique community, but—combined with the functionality of the Web Central Starter CMS – will help you provide an attractive and convenient online resource for your community.

DESIGN EXAMPLES

The included design portfolio will provide you with an idea of the different directions we can take your creative design with the standard implementation package.



Ludlow, MA



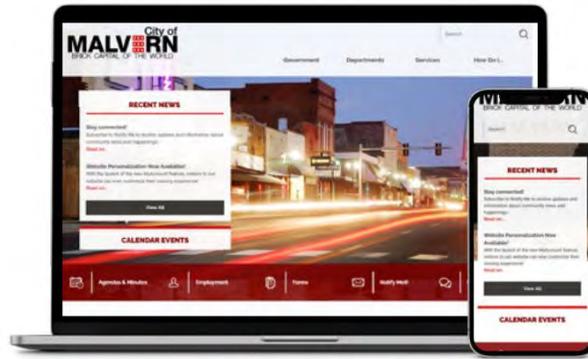
Rocky Hill, CT



Clark County, KY



Geneva, NY



Malvern, AR

Premium Package Designs

You will meet with your art director to discuss your website vision based on the goals and needs of your users. This process involves conversing with your art director on the order, placement, and format of your homepage content and design elements, aimed at achieving your usability goals. Your preferences will be solidified into a homepage layout wireframe, which will provide the structural blueprint for the visual design application.

We will then collaborate with you to customize your design to represent your community using your logo, chosen colors, and imagery. We will focus on including the functionality to meet your website needs, including an option for up to one Advanced Design Component, if desired. Advanced Design components provide next-level user engagement by leveraging the latest design enhancements in the Web Central Starter product. Your art director will help you choose the component that works best for your website and desired site maintenance level.

DESIGN EXAMPLES

The included design portfolio will provide you with an idea of the different directions we can take your creative design with the standard implementation package.



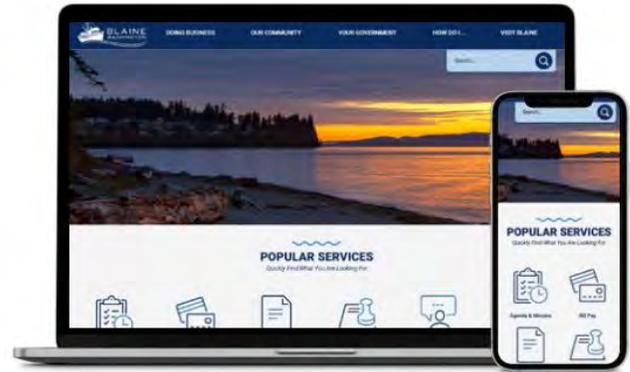
Burkburnett, TX



Greenbrier, TN



Cheverly, MD



Blaine, WA

Standard Package Timeline | 8-10 Weeks

PHASE 1: INITIATE & ANALYZE	2 Weeks	<ul style="list-style-type: none"> Project Kickoff Meeting Planning & Scheduling Customer Deliverable Submission
PHASE 2: CONTENT IMPLEMENTATION & DESIGN CREATION	5 Weeks	<ul style="list-style-type: none"> Site Map Creation Content Implementation Design Creation Google Analytics Account Creation Quality Control.
PHASE 3: EDUCATE	1 Week	<ul style="list-style-type: none"> Group Training
PHASE 4: LAUNCH	1 Week	<ul style="list-style-type: none"> Project Scope Completion Website Launch

Premium Package Timeline | 10-12 Weeks

PHASE 1: INITIATE & ANALYZE	3 Weeks	<ul style="list-style-type: none"> Project Kickoff Meeting Planning & Scheduling Customer Deliverable Submission Design Discovery Meeting
PHASE 2: CONTENT IMPLEMENTATION & DESIGN CREATION	5 Weeks	<ul style="list-style-type: none"> Site Map Creation Content Implementation Design Creation Google Analytics Account Creation Quality Control.
PHASE 3: EDUCATE	1 Weeks	<ul style="list-style-type: none"> Training Engagement
PHASE 4: LAUNCH	2 Weeks	<ul style="list-style-type: none"> Project Scope Completion Website Launch

Approaching Your Project Implementation

Communication between you and your CivicPlus team will be continuous throughout your project. Sharing input and feedback through email, virtual meetings, phone calls, and our project management software will keep all stakeholders involved and informed. Cloud Coach offers task management transparency with a multi-level work breakdown structure and Gantt Chart-based project plan.

- Centralized project communication and task management tools are located in a cloud-based project workspace
- Tasks, deliverables, and milestones are aligned to your specific scope of work

The tools available through Cloud Coach combined with regular communication with your project manager provide you ample opportunities to quickly and efficiently review your project, check deliverables, and communicate feedback.

Standard	Premium
<p>PHASE 1: INITIATE & ANALYZE</p> <p>Project Kickoff Email – Your project manager will kick off your project via email, introducing your CivicPlus team, detailing deliverables needed, providing a high-level overview of the development process, and introducing tools and resources used to manage your project.</p> <p>Planning & Scheduling – Your project manager will create a comprehensive project timeline based on the project scope and your specific needs.</p> <p>Customer Deliverable Submission – You will be responsible for submitting deliverables as outlined.</p>	<p>PHASE 1: INITIATE & ANALYZE</p> <p>Project Kickoff Email – Your project manager will kick off your project via email, introducing your CivicPlus team, detailing deliverables needed, providing a high-level overview of the development process, and introducing tools and resources used to manage your project.</p> <p>Planning & Scheduling – Your project manager will create a comprehensive project timeline based on the project scope and your specific needs.</p> <p>Customer Deliverable Submission – You will be responsible for submitting deliverables as outlined.</p>

Design Discovery Meeting – Your project manager and art director will meet with you to discuss design preferences and establish design structure from flexible layout options.

PHASE 2: CONTENT IMPLEMENTATION & DESIGN CREATION

Site Map Creation – Our content development team will generate a site map of your existing website in preparation for the content implementation.

Content Implementation – Our Content Development team will migrate up to 150 pages of content (including their text, documents, and images) from your current website to your new, Central Starter website. Additional pages of content can be added for an additional fee. Content will be enhanced for accessibility, and we will organize your website pages to make them easy to navigate. They will also migrate the current year and the previous two years of simple meeting agendas and minutes to the Agenda Center module. Additional years can be added for an additional fee.

Design Creation – You'll have the chance to review the responsive design prototype and provide feedback and/or approval.

Google Analytics Account Creation – Your website will be set up with a Google Analytics account.

Quality Control – Our Content Development team will complete a quality control check to ensure proper content migration.

PHASE 3: EDUCATE

Group Training – Throughout the development and after launch, you and your team can access on-demand training, resources, and educational opportunities. Our initial training is offered online to administrators and content contributors. Individuals can attend group training sessions in the weeks prior to going live.

PHASE 3: EDUCATE

Training Engagement – Our goal with your training plan is to give your staff the skills and tools they need to quickly and easily keep your website current. Your trainer will deliver training sessions for both administrators and users. These sessions will be customized to equip your staff with the knowledge and comfort level needed to prepare your website for launch and maintain it in the future. The training session will use your production website so that users are familiar with your specific configuration, and you can obtain hands-on experience.

PHASE 4: LAUNCH

Project Scope Completion – Your Central Starter project team confirms all the details that are necessary to take your website live and explain what you can expect on launch day.

Website Launch – After final confirmation, your website will be made live and available to the public.

Your Role During Implementation

- To help create the strongest possible website, we will need you to:
- Choose your desired layout – *Standard Package Only*
- Complete the Content form – *Standard Package Only*
- Gather photos and logos that will be used in the overall branding and design

- Provide website statistics to be utilized in reorganizing your website content, navigation, and design (*if available*)
- Complete the Design Form to communicate design preferences
- Provide technical information in the DNS form for the set-up of your website domain name(s)
- Perform reviews and provide official approvals throughout the project
- Update the content on your current website and delete any pages you no longer need
- Track website updates to be completed during your training session
- Ensure you have the most up-to-date web browsers installed on your organization's computers
- Compile a list of your website users and desired permission levels
- Reserve training location and necessary resources (computers, conference phone, etc.)

CMS Features & Functionality

CivicPlus' Municipal Websites Central Standard (Web Central Starter) content management system (CMS) is robust and flexible with all the features and functionality you need today and in the future. Developed for municipalities that need to update their website frequently, CivicPlus provides a powerful government content management structure and website menu management system. The easy-to-use system allows non-technical employees to efficiently update any portion of your website.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.

Modules & Widgets

RESIDENT ENGAGEMENT

Web Central Starter offers many effective and easy-to-use resident engagement features. These tools easily integrate with other key features.

Calendar – Create multiple calendars and events for upcoming activities that are viewable by list, week, or month.

Notices and Alerts – Post emergency or important information on your website and notify residents through email and SMS, via Alert Center.

Form Center – Create custom, online forms via simple drag-and-drop functionality. Track form submissions within the CMS and route email notifications to the appropriate individual(s).

News – Post news items and keep your residents up to date on important information via News Flash.

Notifications – Allow your residents to subscribe to receive text and email notifications on topics that are important to them via Notify Me® (includes up to 500 SMS users).

Pop-up Module – Use a pop-up modal to call attention to important information and notices, sitewide or on specific pages.

ASSET MANAGEMENT

Web Central Starter is fully equipped with a robust set of document and image management tools that work with other key features of our CMS, making it easy to build dynamic content that is easy for residents to navigate and access.

Agenda Center – Create and display meetings and agendas on the website utilizing our built-in Agenda Center module. For advanced functionality, including live meeting management, our integrated Agenda and Meeting Management product is available as an add-on.

Document Center – Organize and management documents in one central repository.

Public Images – Store all your images in one central location, to utilize individually or create slideshows on our site. Use the built-in editor to crop and resize photos, as needed. Images are optimized for performance, mobile responsiveness, and contain alt text for accessibility compliance.

INFORMATION & NAVIGATION

Organize your content and pages to make it easy to locate the information you and your residents need most with modules that help you update information quickly.

Easy for Residents to Navigate – An intuitive design, mega menu options, prominent buttons, and dynamic breadcrumbs throughout your site, all allow residents to easily find what they're looking for.

Frequently Asked Questions (FAQs) – Provide answers to the most frequently asked questions to reduce phone and foot traffic for staff.

Graphic Links – Create visually appealing buttons to direct users to important information.

Info Advanced – Use Info Advanced to create engaging displays of information for reuse throughout the website.

Quick Links – Provide links to highly requested services and information. These are commonly displayed in website footers and right-hand navigation.

Staff Directory – Provide contact information for departments and individual staff members. Use the information throughout the site and keep updated in one location. The Staff Directory widget allows you to quickly place specific persons or departments on relevant pages.

COMMONLY USED WIDGETS

An extensive widget library is available for ease of placing dynamic and visually appealing information on specific pages. Each widget is easy to use with drag-and-drop functionality and is configurable with individual styling options.

Custom HTML Widget – Embed videos or other HTML features in your page.

Editor Widget – Edit text with word processing tools, plus web tools like code view and the Accessibility Checker.

Form Center Widget – Embed simple forms on a page.

Image Widget – Add images to a page.

Related Documents Widget – Create a dynamic list of documents referenced in the Document Center.

Slideshow Widget – Add a slideshow of images.

Tabbed Widget – Organize larger pages of information in horizontal, vertical, or stacked vertical or accordion style tabs.

ADMINISTRATIVE FEATURES

The administration of your Web Central Starter website is browser based, with no installation of software needed. You'll be able to update your website from an internet connection on any platform (Mac or PC). Administrators can control access to pages and manipulation of content as well as use automated features to streamline processes.

Administrative Dashboard – A home base for messages and quick access to your recent activities and time-sensitive action items such as pending approvals and expiring items.

Content Scheduling & Versioning – Set your content to auto-publish and auto-expire, with an archive of all published content and previous versions.

Dynamic Page Components – Modules such as Calendar, FAQs, and News Flash, may be included as dynamic page components on any page.

History Log – Track changes made to your website.

Intranet – Use permissions to set a secure location on your website that allows employees to login and access nonpublic resources and information.

Levels of Permissions – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS.

Pending Approval Items – Administrators have access to a queue of pending items to be published and reviewed.

Website Statistics – Provided website analytics for analysis.

USER-FRIENDLY FEATURES

Not only is Web Central Starter easy for your staff to use, various administrative features help make a more attractive, engaging, and intuitive website for your community.

Automatic Alt Tags – Built-in features assist with ongoing ADA compliance of your website.

Credit Card Processing – With the add-on feature CivicPlus Pay (Pay), you can integrate with an approved payment processor to accept payments on your website (separate agreement must be made directly between you and the chosen approved processor). Additional fees apply.

Preset Styling Standards and Ongoing Styling Flexibility – Site changes automatically inherit design standards and styles that you've set up for your homepage, interior layouts, and simple layouts. This keeps your website looking clean and always matching. We also offer large amounts of flexibility with placement and styles on an ongoing basis. As you edit your website, you can easily adjust the location and style of widgets, content, carousels, lists, calendars, etc. to meet the look and feel you need for that area.

Link Redirects – Instead of sending your users to <http://civicplus.com/248/Awards-and-Recognition>, you can send them to <http://civicplus.com/awards>.

Live Edit – See where your information will be posted on a page before you make any changes with our WYSIWYG editor and drag-and-drop tools.

Maps – Easily embed maps from Google, ESRI, and more using the HTML widget. **Mega Menu** – A main navigation menu makes it easy to get to any page on your website quickly.

Predictive Site Search – Our powerful site search functionality automatically indexes all content making it easy for visitors to find information across pages, documents, and images.

Site Search Log – All search words are kept in a log.

Real Simple Syndication (RSS) Feeds – Administrators and website visitors can use RSS feeds to display content or be notified of content updates.

Responsive Design – With responsive design, your website adjusts to the screen size regardless of what device is being used, providing a seamless user experience.

Social Media – Set various modules to automatically post to your Facebook and/or X (formerly Twitter) feeds and incorporate compatible social media feeds and widgets into your website.

Supported Browsers – View your website in the latest versions of major browsers including Microsoft Edge, Firefox, Safari, and Chrome.

Third-Party Access – Utilize iframes, embeds, and/or links to most of your third-party services. Or use our growing list of APIs to build applications right from your website.

Translation – Integration with Google Translate translates web pages into over 100 languages.

ACCESSIBILITY COMPLIANCE

With over 20% of adults in the United States having a disability, you need a website that conforms to all residents. CivicPlus wants to help our customers maximize accessibility for all users and surpass Section 508 ADA accessibility requirements while providing you the freedom to create a visually rich and appealing website. Our multi-faceted approach sets you up for success:

- We build websites using WCAG guidelines to be highly accessible at go live.
- Our trainers will teach your staff best-practices to keep your content and design elements accessible and up to date with the latest ADA/ WCAG standards.
- Your staff can use the Accessibility Checker included within the CMS to scan content created in the editor for accessibility issues so you can correct them before publishing.

- Any new regulations that require code changes are done automatically by our product team, at least quarterly, with no additional effort required from you.
- In addition, our product team updates our best practices and provides regular updates to customers via the CivicPlus website, blog articles, webinars, and other publications.

Due to the dynamic nature of website content updates, an ongoing accessibility solution can be incredibly beneficial in ensuring sustained accessibility compliance. CivicPlus provides three long-term web accessibility solutions offering varying approaches to help with your compliance maintenance challenges. Additional details and/or a quote can be provided upon request.

- **AudioEye Partnership** – CivicPlus partners with AudioEye to provide a suite of accessibility tools and services for WCAG 2.2 compliance at a discounted rate to our customers.
- **Acquia Optimize: Website Optimization & Compliance Tools** – Acquia Optimize is an easy-to-use web governance platform available to purchase and add to your project. Acquia Optimize’s tools help you identify, prioritize, and address content quality assurance and accessibility issues on your website so that you can achieve and maintain compliance according to WCAG 2.1 standards. Further, we can help you meet the latest data privacy and government policy standards.
- **CivicPlus CommonLook Accessibility Software** – Efficiently and accurately ensure PDFs are accessible to all members of your community. CommonLook provides an all-in-one environment for testing, remediating, and verifying PDF documents and provides a set of automated tools.

ADD-ON MODULES

In addition to our comprehensive CMS offering, we provide a range of additional modules designed to enhance functionality and meet specific organizational needs. Each module is tailored to deliver specialized capabilities, ensuring you have the flexibility to create a solution that aligns perfectly with your objectives. Please reach out if you are interested in including any of these options into your new CMS project.

Blog – Post opinions/information about various community topics and allow resident comments and subscriptions.

Get Community Input – Post initiatives and project ideas to receive feedback and interact with your residents via Community Voice.

Opinion Poll – Poll your residents on important topics by showing the Opinion Poll widget on relevant pages, to grab resident attention and quickly capture their responses to your polls. Polling helps with gathering and evaluating resident feedback, increasing resident engagement, and understanding your community.

Photo Gallery – Display photos of parades, local sporting events, or historical locations through albums or slideshows. Users can vote on favorites or share via email and social media.

Archive Center – Manage and retain serial and older documents.

Real Estate Locator – Lets community members list and manage residential and commercial properties separately, with dedicated search functions. Users can post and manage listings 24/7 after setting up a profile and paying a subscription fee, while administrators can approve or auto-publish listings.

Resource Directory – Use the Resource Directory to showcase information on local businesses and/or community resources.

Activities – Create and post activities, events, and classes so residents can register for them and even pay online. Your administrators can view and create rosters. The Activities module integrates with the Facilities module so residents can view the location of the activity.

Facilities & Reservations – Display facilities on your site for residents to browse. Allow them to filter by amenities, view facility details, and even make reservations online.

Job Postings – Post available jobs online and accept online applications.

Bids – Post open bid opportunities for contractors to view available work, download supporting documentation, receive notifications on posted opportunities and submit bid applications online.

Continuing Services

Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available 7 a.m. – 7 p.m. CST to assist with any questions or concerns regarding technical functionality and usage of Web Central Starter.

CivicPlus Technical Support will provide a toll-free number, online chat support, as well as an online email support system for users to submit technical issues or questions. If the customer support specialist is unable to assist with the question or issue, the three-tier escalation process will begin to report issues to our product engineering team for resolution.

Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

CIVICPLUS HELP CENTER - CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

AWARD-WINNING - CivicPlus has been honored with three Gold Stevie® Awards, six Silver Stevie® Awards, and nine Bronze Stevie® Awards. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

Support at a Glance

- Technical support engineers available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone, email, and chat
- 4-hour initial response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)

CONTINUING PARTNERSHIP - We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager who will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.

ENGAGEXCHANGE

The ENGAGEXCHANGE is an online community and the central hub of ideas, guidance, tips, advice, and more for our Web Central Starter customers. It reflects our commitment to:

Connection – Customers can connect with their peers to ask questions, discover solutions, share ideas, and join focus groups and beta opportunities.

Direction – Customers will have the opportunity to provide targeted input on the future direction of the Web Central Starter roadmap and will be able to submit ideas for improvements and enhancements. MAINTENANCE CivicPlus is proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our customers' web solutions. Our standard maintenance includes:

- Full backups performed daily
- Regularly scheduled upgrades including fixes and other enhancements
- Testing
- Development
- Operating system patches

Hosting & Security

CivicPlus protects your investment and takes hosting and security of our customers' websites seriously. Redundant power sources and internet access ensure consistent and stable connections. You'll find that our extensive, industry-leading process and procedures for protecting and hosting your website are unparalleled. We offer secure data center facilities, constant and vigilant monitoring, and updating of your system, including 99.9% guaranteed up-time (excluding maintenance). If you experience a DDoS attack or threat, CivicPlus has mitigation and DDoS Advanced Security options available to you at the time of an event. Whatever your needs are, we have an option that will fit your community.

Data Center	<ul style="list-style-type: none"> • Highly Reliable data center & secure facility • Managed network infrastructure • On-site power backup & generators • Multiple telecom/network providers • Fully redundant network • System monitoring – 24/7/365
Bandwidth	<ul style="list-style-type: none"> • Multiple network providers in place • Burst bandwidth – 22 Gb/s • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack)
Hosting	<ul style="list-style-type: none"> • Web Central Starter software updates • Server management & monitoring • Multi-tiered software architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Disaster Recovery	<ul style="list-style-type: none"> • Emergency after-hours support, live agent (24/7) • On-line status monitor by Data Center • 8-hour guaranteed recovery TIME objective (RTO) • 24-hour guaranteed recovery POINT objective (RPO) • Pre-Emptive monitoring for disaster situations • Multiple, geographically diverse data centers
DDoS Migration	<ul style="list-style-type: none"> • Defined DDoS Attach Process • Identify attack source and type • Monitor attack for threshold* engagement
DDoS Advanced Security Coverage	<ul style="list-style-type: none"> • Not Included – additional coverage available at time of event (fees will apply)

*Thresholds: Traffic exceeds 25 Mb/s sustained for 2+ hours. Traffic over 1 Gb/s at any point during an attack.

GUARDIAN SECURITY

Our Guardian Security Package provides a comprehensive, cost-effective solution tailored for local governments seeking robust security without breaking the bank. Powered by enterprise Cloudflare, this package includes:

- Web Application Firewall (WAF) fully customized for our application
- OWASP ModSecurity Core Rule Set for protection against the Top 10 vulnerabilities identified by the Open
- Web Application Security Project (OWASP), such as SQL injection (SQLi) and cross-site scripting (XSS) attacks
- User Agent Blocking rules to block specific browser or web application User-Agent request headers
- Visitor blocking or challenging by IP address, autonomous system number (ASN), or country code
- Reputation-based threat protection and collective intelligence (CI) to identify new threats

Optional Website Enhancements

RECURRING REDESIGN

At CivicPlus, we understand trends change daily and we continually analyze different ways to design our websites—making it easier and more user friendly for your residents to navigate. One of our best practices to help keep up with these new trends is by adding a redesign to your project. During the redesign, you'll also receive a quality control review to ensure content is as expected with the new design application (although no changes will be made to the content itself). With this new design, you'll stay up to date with current trends and best practices, providing a welcoming yet familiar virtual hub to engage your community.

AUDIOEYE MANAGED

AudioEye offers a range of products and services from self-service to turnkey managed solutions. At the core of AudioEye, is the Digital Accessibility Platform (DAP), this powerful tool empowers auditors, designers, and developers to understand issues of accessibility and improve website infrastructure thorough the use of an innovative and easy to-use interface. The AudioEye Toolbar offers web personalization tools. Conforming to Web Content Accessibility Guidelines (WCAG) 2.2 has never been easier.

ACQUIA OPTIMIZE: WEBSITE OPTIMIZATION & COMPLIANCE TOOLS

Acquia Optimize empowers government organizations to maintain accessible, high-quality websites that comply with WCAG 2.1 standards and other international accessibility regulations, such as ADA, Section 508, and EN 301 549. Its accessibility tools identify and address web issues, providing actionable recommendations to enhance user experiences for all. Acquia Optimize's content policies module ensures consistency and accuracy by scanning for content errors or violations of brand, regulatory, or industry standards. The quality assurance tools detect and fix broken links, images, misspellings, and other issues that could hinder navigation or usability. Additionally, the data privacy module scans for sensitive information, prioritizes high-risk violations, and helps organizations reduce privacy risks. Together, these features enable government organizations to deliver inclusive, reliable, and secure digital services.

CIVICPLUS CHATBOT POWERED BY FRASE

CivicPlus Chatbot is designed to convincingly simulate the way a human would behave during a customer service interaction. Our advanced technology combines the power of site search and artificial intelligence (AI) to deliver exceptional customer experiences to residents using your website. Our Chatbot crawls your website and other linked databases to create a continually, automatically updated, AI-powered knowledgebase that you don't have to maintain separately.

PLATFORM IDENTITY PROVIDER (IDP) INTEGRATION

CivicPlus offers IdP integration capabilities, which means you'll benefit from easier integration between your Web Central Starter website and your favorite third-party solutions. Provide single sign-on (SSO) functionality to streamline managing and supporting user credentials and identify management solutions. CivicPlus IdP partners include Microsoft's Entra ID, Microsoft's Active Directory Federation Services (AD FS) versions 3.0, 4.0, and 5.0, and Okta.

STANDARD DEPARTMENT HEADER PACKAGE

A department or division within your organization may need a personalized digital presence. A Department Header Package is a cost-effective way for these groups to differentiate themselves informatively and graphically from the look of the main website while still benefiting from the functionality, service, and support of your Web Central Starter system. Unique customizations include:

- Department-specific URL
- Separate SSL Certificate / DNS & Hosting
- Department Logo
- Global Navigation and Menus
- Banner Image(s) and/or Slideshow Image(s) (if applicable)
- Graphic Links
- Widget Content

BANNERS

A cost-effective way to bring a different look to specific pages or departments is by placing a unique banner image on those pages. Each banner can rotate through as a slide show.

CIVICPLUS MARKETPLACE APP

The CivicPlus Marketplace App is a fully configurable mobile application that serves as a centralized digital hub for community engagement across all CivicPlus solutions. Offering residents convenient access to your agency's information and services, as well as native SeeClickFix 311 CRM starter functionality, the app enhances transparency, service accessibility, and community satisfaction by serving as a mobile gateway to essential services and civic resources.

Our app offers extensive customization options, allowing agencies to configure branding, buttons, and links in real time to maintain brand consistency and enhance the user experience with over 300 configurable icons. It integrates seamlessly with CivicPlus solutions, including SeeClickFix 311 CRM, municipal websites, and mass notifications, providing a unified platform for streamlined engagement. The app improves service visibility and trust by enabling quicker responses to resident concerns and supports diverse community needs, from reporting issues to registering for classes. Additionally, its multi-jurisdictional capabilities allow residents to engage across neighboring areas while offering agencies control over displayed branding and information.

UPGRADE TO PLATINUM SECURITY

CivicPlus' Platinum Hosting and Security package comes with enterprise-level Cloudflare software and:

- Fully customized Web Application Firewall (WAF), customized for our application
- OWASP ModSecurity Core Rule Set protects you against the Top 10 vulnerabilities identified by the Open Web Application Security Project (OWASP), such as SQL injection (SQLi) and cross-site scripting (XSS) attacks
- User agent blocking

- Block or challenge visitors by IP address, autonomous system number (ASN) or country code
- Reputation-based threat protection and collective intelligence (CI) to identify new threats

CONSULTING ENGAGEMENT

Implementing a new software solution is a huge undertaking. Not only does it touch every department in your organization, it has the potential to positively impact the end-users in your community. Sometimes getting to that positive end point is tough with incongruent agendas from stakeholders such as elected officials and department heads. CivicPlus consulting helps your organization do the heavy-lifting, starting with data-driven research and ending with service-level process optimization. We'll help you facilitate the tough conversations and guide you to set realistic timelines and tasks for implementation as well as assist you in setting goals and sustainment plans for your launch and beyond.

CREDIT CARD PROCESSING WITH CIVICPLUS PAY

CivicPlus Pay (Pay) is our integrated, secure, PCI-compliant, utility application. Pay acts as the connector to facilitate a transaction between the CivicPlus solution and the selected payment gateway. CivicPlus has partnered with several integrated gateways which we can assist with the facilitation, set-up, support, and troubleshooting services. Pay can also integrate with many other supported gateway providers in addition to our partner network, in a more limited fashion, to assist you in developing a successful system. To utilize any of the approved gateways, an agreement will need to be executed directly between you and the vendor, that will assess separate merchant account and transaction fees. Additional information can be provided upon request.

Because EMV and Card-Swipe devices are encrypted specifically for individual payment gateways, you'll need to procure any required devices directly from your selected gateway provider for either purchase or rent.

Invoicing Details

- 100% of Year 1 cost upon contracting.
- Annual recurring services shall be invoiced on the start date of each renewal term.
- Annual recurring services shall be subject to a 5% annual increase beginning in year 2 of service.
- All invoices are due within 30 days of the date of such invoice.

If the payment terms noted above does not meet your needs, please discuss with us so that we can try to accommodate your goals.

Disclaimer

PROPOSAL AS NON-BINDING DOCUMENT

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.



rebel river creative
where imagination flows

Professional Marketing Services Proposal

01.09.26

prepared for

Andrew Lehr

Alex Edwards

City of Hardin

project

Professional Marketing Services

city of hardin

1-9-2026

Andrew Lehr
Alex Edwards
City of Hardin
406 N Cheyenne
Hardin, MT 59034

Re: Website

Dear Andrew and Alex,

The City of Hardin's website is a key communication tool for residents and visitors. It provides access to public information, services and updates, and plays an important role in how the City is experienced online. The current website is limited by outdated technology and security concerns, which makes it difficult for City staff to manage content efficiently and for users to find information easily.

Rebel River Creative is proposing website services that address these challenges while allowing flexibility based on budget and long-term goals. This approach is intended to improve the website now while supporting future enhancements over time.

Before we begin working on a new project for a client, our professional guidelines recommend that we issue a Letter of Engagement detailing the scope of work and the project deliverables. This is also an opportunity to address our fees and billing practices.

SCOPE OF WORK

To support the City's immediate needs and future plans, Rebel River Creative is providing options for two website projects. These options are designed to provide flexibility, allowing the City to select the approach that best aligns with current priorities and available funding.

Option 1: Website Migration to WordPress

This option focused on improving the stability and security of the existing website by migrating current content into a modern WordPress content management system. The goal is to preserve existing information while creating a more manageable platform for ongoing updates. This migration will also address security concerns throughout the website. This approach is well suited for addressing immediate technical and security concerns and creating a foundation for future updates, though it maintains the website's current structure, content and design.

Option 2: Full Website Redevelopment

This option provides a fully planned and thoughtfully developed website that is designed to serve the City long term. Rather than working within the limitations of the current site, this approach allows the website to be strategically structured from the ground up, with content, navigation and design intentionally developed to support both public use and internal maintenance.

A full redevelopment significantly reduces the ongoing burden on the City staff by delivering a website that is easier to update, clearer to navigate and aligned with modern standards. While this option requires a larger upfront investment, it minimizes the need for ongoing fixes, workarounds and incremental updates. The result is a more sustainable website that supports the City's operations and communications well into the future.

DELIVERABLES

Option 1: Website Migration to WordPress

- Migration of existing website content and design into WordPress
- Setup and configuration of the WordPress content management system
- Preservation of current site structure and navigation
- Secure hosting environment and platform updates
- Mobile responsiveness supported by the WordPress framework

Option 2: Full Website Redevelopment

- Discovery and Project Brief
- Strategic site architecture and navigation development
- Content organization and refinement to improve usability
- Custom visual design that reflects the City of Hardin
- Mobile-responsive website development
- Accessibility-conscious development aligned with current standards
- WordPress content management system configured for City staff use
- Training documents and video for staff
- Website launch support and transition to live hosting

Hosting Deliverables

- Cloud-based WordPress hosting optimized for speed and stability
- SSL encryption and HTTPS protection
- Dedicated, containerized hosting, no shared-server risks
- Global Edge Security
- 24/7/365 uptime monitoring
- Daily full-site backups
- Free malware detection and removal
- Smart Plugin Manager: Automated plugin updates with real-time visual testing for a smoother safer update process

RECOMMENDED PROJECTS

While not required to move forward with the website, the following projects are strongly recommended to support a more cohesive and effective digital presence. These elements ensure the website is not only functional, but also clearly communicates who the City of Hardin is and how it serves its community.

Visual Brand Development

Visual brand development creates a consistent and recognizable look that can be applied across the website and other City communications. This work helps ensure the website feels intentional and unified, rather than assembled over time.

Deliverables include:

- Logo development with three design options for review and selection
- Defined color palette and font system
- Supporting graphic elements for digital use
- Stylescape demonstrating how visual elements work together
- Brand guide documenting logo usage, colors, fonts and graphic standards

This visual foundation supports consistency across the website and can be used for future materials as needed.

Brand Messaging Development

Brand messaging establishes how the City communicates, ensuring clarity and consistency across digital channels. This work defines not only what the City says, but how it says it, making content easier to create and more effective for staff to manage over time.

Deliverables include:

- Defined brand voice, tone and tenor
- Unique value proposition and brand essence
- Brand positioning framework
- Messaging examples tailored for website content
- Sample language for social media and email communications

These messaging tools provide practical guidance that City staff can use when creating or updating content, reducing uncertainty and maintaining consistency.

OUR PROCESS

Rebel River Creative follows a structured and collaborative process to ensure clarity throughout the project. Work begins with discovery and planning, followed by design and development. City feedback is incorporated at defined milestones, allowing alignment without requiring staff to manage day-to-day execution. This approach results in a smoother process and a more sustainable website solution.

INVESTMENT*

One Time Licensing Fees:

WP Bakery Lifetime Website License \$52.50

Annual Fees:

Domain Management \$30/year/domain
Website Hosting \$500/year
Optional: ADA Accessibility Tool*** \$490/year

Option 1: Website Migration to WordPress \$4,950

Option 2: Full Website Redevelopment \$23,966.25

Recommended Projects

Visual Brand Development \$7,095
Brand Messaging Development \$1,980

*This estimate is based on historic charges for similar projects and is our best estimate based on the information provided by you in our initial meeting. We base project cost on estimated number of hours to complete. Please note that while we do not anticipate any cost overruns, final costs are determined and impacted by the involvement of the client, the degree of complexity, and number of revisions.

**The Americans with Disabilities Act (ADA) requires certain businesses to make accommodations for people with disabilities. Web content should be accessible to blind users, deaf users and those who must navigate by voice, screen readers or other assistive technologies. Businesses that fall under Title I, those that operate 20 or more weeks per year with at least 15 full-time employees; or Title III, those that fall under the category of "public accommodation," are covered by the ADA. For more information, visit [Guidance on Web Accessibility and the ADA | Beta.ADA.gov](https://www.betada.gov)

websites

Carbon County, MT
<https://carbonmt.gov>



Crow Country Tourism
<https://www.visitcrowcountry.com>



RiverStone Health
<https://riverstonehealth.org>



website platform update

Shiloh Medical Clinic

<https://shilohmedicalclinic.com>



Marketing Montana Real Estate

<https://marketingmontana.com>



Collaborative Design Architects

<https://www.cd-mt.com>



Happy Homes Apartments

<https://www.happyhomesapartments.com>



Beartooth Vision Center

<https://beartoothvision.com>



Thank you for placing your trust in us. The team at Rebel River is committed to providing an excellent client experience and extraordinary work.

Sincerely,



Bonnie Ramage
Senior Sales Executive/Partner
Rebel River Creative

My signature below indicates that I have read this letter and understand and accept the terms of the agreement.

Signature: _____

Date: _____

Name (Print): _____

Title: _____

If you wish to opt out of the Accessibility feature, please complete the following. If this is left blank, this means the client agrees to be invoiced for the Accessibility feature. This is an annual fee invoiced to the client.

Non-Acceptance of Americans with Disabilities Act (ADA) Website Accommodations

I, _____ [name], the _____ [title] of _____
_____ [name of business, "Client"] hereby decline adding ADA accommodations as part of the deliverables for the website project being developed by Rebel River Creative.

Client shall release, acquit, and forever discharge Rebel River Creative LLC and its members, managers, and employees from any and all claims, actions, causes of action, demands, rights, damages, costs, and expenses that client may have or assert against Rebel River Creative LLC for its failure to design for client a website that is compliant with the requirements of the Americans with Disabilities Act.

Dated this _____ day of _____, 20_____.

City of Hardin

SMALL PRINT

PRODUCT OWNERSHIP

The City of Hardin will own all original creative materials generated by Rebel River Creative, including custom photography, videography and illustrations, if applicable.

The following summarizes our billing procedures, terms + conditions:

For project work, we follow a Progress Invoicing Schedule:

Option 1: Website Migration to WordPress

- Paid in Full prior to website migration

Option 2: Full Website Redevelopment

- 50% due upon signing the Letter of Engagement
 - 25% due upon completion of prototypes
 - 25% due upon completion of Beta
- **Hourly Rate.** Our hourly rate is \$165. We review rates annually and will advise clients 30 days in advance of any rate changes.
 - **Time + Charges.** We bill monthly for time and charges which have been posted as of the end of the previous month.
 - **We bill in increments of ¼ of an hour.** Because much of our work is conducted over the phone, via video conference and email, please note we do bill for relevant phone calls, video conferences, multi-party conferences and emails.
 - **Retainers.** Retainers shall be paid in advance on the first of each month.
 - A client must notify Rebel River Creative 30 days in advance of an intent to cancel the retainer.
 - If for any reason, the retainer is cancelled by the client prior to the agreed term, all completed work will be re-rated at our regular hourly rate and client agrees to pay the difference. This will include all work completed through the date of cancellation.
 - **Change Orders and Scope Modifications.** This Letter of Engagement is based on a clearly defined scope of work, as outlined in this proposal. Any modifications, additions, or deletions to the original scope at any point during the term of the agreement must be formally acknowledged through a written Change Order. A Change Order will outline the revised scope of work and will include any resulting adjustments to the project timeline and/or the estimated costs. Work outside the original scope will not commence until the Change Order has been reviewed and approved by both parties. We reserve the right to revise project timelines and fees to reflect any such changes in scope.
 - **Pausing a Project.** If, for any reason, this project is cancelled or paused by the client, the client forfeits the deposit and is responsible for any expenses we incur as a result of cancelling or pausing the project. Pausing a project longer than 3 weeks and restarting a project will result in a fee of 10% of the total investment. This is in addition to the total investment of the project.
 - **Stock Images.** We bill for stock photography used in projects at cost plus 25%.
 - **Custom Photography + Videography.** Custom photo + video shoots are billed at \$180/hour. Studio rental fees, photo stylists, props, site access fees and other related charges are in addition to the hourly rate and are billed at cost plus 25%.

- **Custom Illustration.** Custom illustration work is billed at \$180/hour.
- **Third Party Costs.** We bill for other charges such as music licensing, printing, volume mailings (direct mail pieces), email newsletters and digital communications, website licensing, and other third-party services at cost plus 25%.
- **Out of Town Travel.** Out-of-town travel is charged at standard IRS rates plus our standard hourly rates. Unless prior arrangements are made, we do bill for our travel time unless the travel is by common carrier and outside normal working hours.
- **Website Development Change Order.** All website development quotes submitted are “do not exceed” pricing based on the defined scope of work. We expect changes, feedback and small updates. Should the development scope of work expand by client request, a written change order is required to move forward with work. Rebel River Creative will not perform any unauthorized work. Any major out of scope design or in-depth functionality changes are simply charged at our hourly rate of \$165 an hour.
- **“Locked” Websites.** For website development: Five days after the go-live date the website project is considered locked. Changes after 5 days will be billed at our standard hourly rate.
- **Platform Updates.** Platform updates are live upon launch. Any changes will be invoiced at our hourly rate.
- **Annual Fees.** Domains, Hosting and Accessibility will automatically renew each year and the client will be invoiced unless a cancellation is made in writing 30 days prior to the anniversary date.
- **Domains + Hosting.** Domain(s) must be managed with RRC if we are hosting the website.
- **Terms + Conditions.** Terms + Conditions may be found at: <https://www.rebelrivercreative.com/website-hosting-terms-of-service/>
- **Revisions.** Project work such as Stylescapes, prototype, signage/environmental graphics, logo development, collaterals, publications, video, etc., include one set of revisions. Additional revisions will be charged at our hourly rate.
- **Cost Estimates.** Cost estimates in this proposal are valid for 30 days.
- **Payment Terms.** Payment is due upon receipt of invoice. Outstanding balances are due upon receipt. Any outstanding balances not paid within thirty (30) days will accrue an annual finance charge of fifteen percent (15%) compounded monthly from the date due until paid. All past due accounts submitted for collection will be subject to all expenses including without limitation collection fees and/or attorney’s fees.



CITY OF HARDIN WEBSITE ESTIMATE

12/30/2025

Thank you for considering Zee Creative for your website project. This estimate outlines the proposed scope of work, costs, and optional services. Please review carefully and let us know if you have any questions or adjustments.

YOUR PROJECT

Zee Creative will redesign the current website, hardinmontana.info, with a new responsive WordPress-based website that will utilize content from the existing website and follow the organization and features outlined below.

WEBSITE FEATURES/HIGHLIGHTS

- Custom designed multiple template WordPress website that is mobile friendly (responsive)
- Scalable design that can grow with you
- Update content such as text, photos, links and pages. Ability to add images, videos (via YouTube and Vimeo), links and documents into pages
- Includes CMS training (up to 1 hour)

WORK OUTLINE

WordPress, it's plugins, as well as any custom coding for the site will be in PHP and MYSQL for the Linux hosting platform. All pages are assumed to be "Standard Pages" (standard WordPress default pages) unless otherwise specified.

LEGEND (NOTE: ALL PAGES IN THE SITEMAP BELOW THAT ARE NOT COLOR CODED ARE ASSUMED TO BE BASIC TEXT/PHOTO LAYOUTS USING THE DEFAULT INTERIOR TEMPLATE)

Template

Pages with this color will use a specially formatted layout template to display content.

Custom Programming	Pages with this color will require custom programming beyond a layout template.
Form	Pages with this color will feature a form that can be submitted by your user.
Ecommerce	Pages with this color denotes special functionality related to Ecommerce

PAGES (SITEMAP BASED ON YOUR CURRENT/PROVIDED NAVIGATION)

- Home ([Home Template](#))
- Animal Control
- Big Horn Tourism Breakthrough Project
- Building
- City Attorney
- City Council
 - Past Minutes
 - Recorded Meetings
- City County Planning Board
 - Housing Study of 2022
- City Courts
- Code Enforcement
- Economic Development
- Finance
- Landfill
- Local Government Review 2024
- Mayor
 - Past Mayors
- Police Department
- Public Works
- Utility Billing
 - Online Utility Pay
- Growth Management Plan
- City Codes
- Directory
- Employment
- Licenses
- Permits/Forms
- Public Notices ([News Archive Template](#)) ([News Post](#))
- Map of Hardin
- Visitors Information
 - Nearby Attractions
 - Local Lodging

- Local Restaurants
- Upcoming Hardin Events ([Calendar Plugin](#))
- Bir Horn County Museum ([3rd Party Site](#))
- Hardin Fun Facts
- Hardin History
- Hardin Extreme Days ([3rd Party Site](#))
- Hardin Volunteer Fire Department ([3rd Party Site](#))
- Photo Gallery
- Two Rivers Authority ([3rd Party Site](#))
- Hometown Heroes
- Morrison Commendation
- Contact Us ([Contact Form](#))

TASKS

- **Design**
 - Modernized and clean mobile responsive design
 - Client Provided Design Examples:
 - None currently provided
 - Must meet Accessibility Compliance WCAG 2.1 Level AA
- **Setup CMS**
- **Initial site setup** ([pages/navigation/etc.](#))
- **Pre-Launch Accessibility Compliance Review (see note at end)**
 - Accessibility testing will be conducted using industry-standard automated tools aligned with WCAG 2.1 Level AA (<https://wave.webaim.org/>). While no automated tool can guarantee full compliance, this process reflects current best practices for accessibility-compliant municipal websites.
- **Custom functionality/programming needed**
 - News Post
 - Post Title
 - Post Content
 - Post Category
 - Post Date
 - Featured Image
 - Event Calendar Plugin
 - Basic User-Facing Demo: <https://demo.theeventscalendar.com/>
 - A fully functional, easily editable event calendar to intuitively display your programs and events
 - Includes both the calendar view and event detail views. Default styling of these will be adjusted to match your organization's branding.
 - Allows the admin the creation of events with the following information:
 - Event Name

- Event Category
- Date/Time
- Description
- Photo(s)
- Cost
- Organizer Contact
- Location/Venue
- Registration Link
- Includes the ability to sell tickets **via PayPal/Stripe** (2% commission fee plus standard payment processor fees)
- This base plugin is free to install on your site, but the following optional paid add-ons might potentially be of interest to you:
 - Event Calendar Pro
 - Adds ability to create automatically recurring events
 - Adds the ability for users to search by location
 - Adds virtual meeting integration (Zoom, Teams, etc)
 - Adds Youtube/Facebook Live livestream embed
 - **\$149/year**
 - Community Submissions
 - Adds ability for users to submit events to your calendar
 - **\$129/year**
 - Tickets Plus
 - Removes the 2% commission fee for tickets
 - Adds ability to add custom fields to your registration forms
 - **\$149/year**
 - Community Manager Bundle
 - Includes Event Calendar Pro, Community Submissions, Tickets Plus, and Filter Bar Plugins
 - **\$399/year**
- **Forms**
 - Contact Form
 - Name (*)
 - Email (*)
 - Phone
 - Message (*)
- **Build site templates needed to display the above content**
 - Default Interior Template
 - A default page layout template that will automatically display your editable content.
 - Home Template
 - A custom page layout template specifically for your homepage that will automatically display calls to action for important parts of your site
 - News Archive Template
 - A custom page layout template that will automatically display the summaries of all News Posts in a specially formatted archival view.
 - Summaries will be filterable by both date and category



- Clicking on a summary will take the user to a page with full details for that News Post
- News Detail Template
 - A custom page layout template that will automatically display the full details for a News Post in a specially formatted view.

Accessibility notes:

We will review the website using the WAVE accessibility testing tool (<https://wave.webaim.org/>) and will make commercially reasonable efforts to address identified errors and applicable warnings. Our work will follow generally accepted best practices intended to support accessibility under the Web Content Accessibility Guidelines (WCAG) 2.1, including considerations for screen reader compatibility and keyboard navigation.

Any documents provided for inclusion on the website, including but not limited to PDFs, Word files, or other file formats, must be supplied in an accessibility-compliant format. Remediation of third-party or client-provided documents is not included unless expressly stated in writing.

While we take reasonable steps to support accessibility, we do not guarantee full compliance with WCAG 2.1 or any other accessibility standard in all circumstances. Accessibility compliance will be evaluated based on the condition of the website at the time of launch. Following launch, the client is solely responsible for ensuring that all content added, edited, or maintained on the website continues to meet applicable accessibility requirements.

ESTIMATE: \$8880

Cost is based on a total project time (including meetings, design, programming, content entry, testing and review) not to exceed 74 hours.



WEB HOSTING

WordPress is a great solution for building and maintaining websites but it does require consistent maintenance to stay secure and running smoothly.

MANAGED WORDPRESS HOSTING - \$330/YEAR

Scalable, WordPress-specific, cloud-based hosting. Includes a 30-day money back guarantee, Free SSL, 99.99% uptime guarantee, up to 2 GB of storage, 20 GB of transfer/month, and more.

- **This is our “We Handle It” plan.** If you are not comfortable with maintaining and securing WordPress or just would rather have us take that responsibility off your hands, this is the plan for you. With this plan, we do block access to areas of the WordPress admin for security reasons.
- We take care of your WordPress updates, maintenance releases, major releases, plugins, theme updates, backups and more at a set yearly cost.
- Much less cost and worry than having a developer fix a broken site after the fact
- WordPress-specific hosting platform that increases security and site performance
- Daily backups with offsite archival backups with major updates
- Web Security
 - **Zee’s Site Security Promise** (if, in the unlikely event, your site gets hacked we will restore it or repair it)
 - Custom Zee Creative security measures
 - WordPress hardening
- Full hosting policies can be viewed here - <https://zcreative.com/policies-legal-agreements/#hosting>



OPTIONAL DIGITAL MARKETING SERVICES OVERVIEW



Zee Creative also offers marketing services to help grow your online presence. These are **optional** and billed separately from your website estimate.

- **Search Engine Optimization (SEO):** Improve visibility and search rankings.
- **Content Marketing & Blogging:** Ongoing, relevant content for your brand.
- **Email Marketing:** Targeted email campaign design and management.
- **Social Media Management:** Content planning and posting.
- **Online Advertising:** Campaigns on Google Ads, Facebook Ads, and more.

If interested, we will provide a separate proposal tailored to your goals and budget.



406.259.6730



info@zcreative.com



1105 4th Ave N, Billings, MT 59101

GENERAL TERMS

This estimate is valid for 30 days from today (12/30/2025)

Scope – This estimate covers only items listed. Additions may change cost and timeline.

Payment – **\$4440** due at project start. Hosting, domains, and digital marketing are billed separately. Balance is invoiced as work progresses. Final deliverables released after full payment. Invoices are **Net 30** and sent via email; late accounts may incur late fees, paused work, or removals.

Timeline – Start and completion depend on payments, client feedback, and materials. No fixed completion is guaranteed. As of **December 30, 2025**, lead time to start new projects is **2-3 weeks** (valid 14 days; confirm if later). Terms expire after **180 days**; delays caused by client may require a new estimate or hourly billing.

Client Content – Client warrants rights to all provided artwork, text, photos, code, and data.

Standards – Work is compatible with current mainstream browsers. Accessibility (e.g., ADA) is excluded unless noted. Future compatibility updates are billed separately.

Code & Licensing – All work remains Zee Creative's property until paid in full. After payment, client has usage rights for the agreed project. Proprietary tools and third-party software remain subject to their own licenses.

Agreement – Signing this estimate confirms acceptance of these terms and Zee Creative's full policies, which can be viewed at zcreative.com/policies-legal-agreements.

AUTHORIZATION TO COMMENCE WORK

By signing this document, both parties agree to the scope, costs, timeframe, and review structure outlined in this estimate. The client acknowledges that any requested changes to the scope may result in adjustments to costs and timeframe.

Because this estimate involves ongoing services, both parties agree to make all reasonable efforts to work in a timely and effective manner. The client acknowledges that Zee Creative's ability to meet any timeframe depends on:

1. Timely payment,
2. Availability of third-party resources, and
3. Other events beyond Zee Creative's control.

To begin work on this proposal, please submit your initial payment of \$4440 and return a signed copy of this estimate to us. We do accept Visa, MasterCard, AMEX and Discover for online payments at <https://zcreative.com/make-a-payment/>.

By signing, the client also confirms agreement with the terms in this estimate and acknowledges Zee Creative's full Terms of Service and policies at <https://zcreative.com/policies-legal-agreements/>.

CITY OF HARDIN CLIENT AUTHORIZATION

Client Name:

Title/Position:

Company:

Signature:

Date:

Notice of Confidentiality - The contents of this estimate are confidential and proprietary to Zee Creative, Inc. Receipt and review of this estimate constitutes acknowledgment that the contents are Zee Creative's confidential and proprietary information. You agree not to disclose this information to anyone outside your organization, except those who need to review it for the purpose of evaluating a possible business relationship with Zee Creative.

Website Comparision

Description	Revize	CivicPlus Premium	CivicPlus Standard	Rebel River Redevelopment	Rebel River Migration	Zee Creative
Implementation - One Time Fees						
Kickoff, Discovery, Development (not RRM), Go Live	\$ 9,700.00	\$ 1,700.00	\$ 850.00	\$ 5,002.50	\$ 24,018.75	\$ 8,880.00
OT Implementation Fee Total	\$ 9,700.00	\$ 1,700.00	\$ 850.00	\$ 5,002.50	\$ 24,018.75	\$ 8,880.00
Annual Fees						
Technical Support, License, Hosting	\$ 2,600.00	\$ 5,772.00	\$ 4,664.00	\$ 1,020.00	\$ 1,020.00	\$ 330.00
Annual Fee Total	\$ 2,600.00	\$ 5,772.00	\$ 4,664.00	\$ 1,020.00	\$ 1,020.00	\$ 330.00
Optional Add Ons - Implementation - One Time						
Accessibility Enhancement	\$ -	\$ 500.00	\$ 500.00			
48 Month Redesin Fee	\$ -	\$ 250.00	\$ 250.00			
	\$ -					
OT Optional Add Ons Total	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ -	\$ -
Optional Add Ons - Annual						
Various Modules	\$ -	\$ 2,800.00	\$ 2,800.00			
Accessibility Enhancement	\$ -	\$ 2,500.00	\$ 2,500.00			
Event Calendar Pro						\$ 149.00
Community Submissions						\$ 129.00
Annual Optional Add Ons Total	\$ -	\$ 5,300.00	\$ 5,300.00	\$ -	\$ -	\$ 278.00
Costs						
Recurring Annual Total	\$ 2,600.00	\$ 11,072.00	\$ 9,964.00	\$ 1,020.00	\$ 1,020.00	\$ 608.00
One-Time Fees	\$ 9,700.00	\$ 2,450.00	\$ 850.00	\$ 5,002.50	\$ 24,018.75	\$ 8,880.00
Annual Fee with Payment Option	\$ 1,940.00	0				
Yearly Costs						
Total Year 1	\$ 4,540.00	\$ 13,522.00	\$ 11,564.00	\$ 6,022.50	\$ 25,038.75	\$ 9,488.00
Total Year 2	\$ 4,540.00	\$ 11,072.00	\$ 9,964.00	\$ 1,020.00	\$ 1,020.00	\$ 608.00
Total Year 3	\$ 4,540.00	\$ 11,072.00	\$ 9,964.00	\$ 1,020.00	\$ 1,020.00	\$ 608.00
Total Year 4	\$ 4,540.00	\$ 11,072.00	\$ 9,964.00	\$ 1,020.00	\$ 1,020.00	\$ 608.00
Total Year 5	\$ 4,540.00	\$ 11,072.00	\$ 9,964.00	\$ 1,020.00	\$ 1,020.00	\$ 608.00
5 Year Sum	\$ 22,700.00	\$ 57,810.00	\$ 51,420.00	\$ 10,102.50	\$ 29,118.75	\$ 11,920.00

Executive Summary

I. Websites

The City evaluated six website options across four vendors:

- Revize
- CivicPlus (Standard and Premium tiers)
- Rebel River Creative (Migration and Redevelopment options)
- Zee Creative

The review process included live platform demonstrations, reference checks, comparison of Montana municipal usage, and evaluation of cost structure, compliance tools, and long-term sustainability.

II. Evaluation Criteria

Staff focused the evaluation on the following priorities:

1. Fiscal responsibility
2. Government-specific functionality
3. Accessibility and ADA compliance
4. Long-term maintenance and support
5. Payment flexibility

III. Platform Overview

Revize and CivicPlus provide proprietary content management systems designed specifically for municipal governments. These platforms include built-in tools for ADA compliance, records retention, workflow approvals, and structured department management. Rebel River and Zee Creative utilize WordPress-based systems. While flexible and design-focused, these platforms require more ongoing oversight to ensure security updates, compliance monitoring, and long-term sustainability.

IV. Key Differentiators

Government Experience:

Revize and CivicPlus specialize exclusively in municipal websites nationwide, including communities comparable in size to ours.

Accessibility & Compliance:

Revize includes built-in accessibility monitoring and compliance tools specifically designed for public sector risk mitigation.

Support & Hosting:

Revize provides structured government hosting, security monitoring, backups, and dedicated municipal support teams.

Payment Structure:

Revize is the only vendor that allows the total project cost to be structured over a five-year payment plan. The remaining vendors require significantly more front-loaded payment. This payment flexibility reduces immediate budget impact while allowing the City to move forward with a comprehensive platform solution.

V. Staff Recommendation

After reviewing all options, City staff recommend selecting **Revize** as the City's new website platform.

Revize offers:

- A government-specific CMS built for municipalities
- Built-in ADA and accessibility compliance tools
- Structured workflows and department management
- Dedicated municipal hosting and security

A five-year payment structure that aligns with budget planning

While other vendors provided viable options, Revize presents the strongest balance of compliance protection, municipal specialization, long-term sustainability, and fiscal flexibility.

Website Comparison

Description	Revize	CivicPlus Premium	CivicPlus Standard	Rebel River Redevelopment	Rebel River Migration	Zee Creative
Platform Type	Proprietary Government CMS	Proprietary Government CMS	Proprietary Government CMS	WordPress	WordPress	WordPress
Montana Experience Identified	High	High	High	Medium	Medium	Low
Scope of Service						
Full Redesign	Yes	Yes	Yes	Yes	No	Yes
Content Migration	Yes	Yes	Yes	Yes	Yes	Yes
Accessibility & Compliance						
WCAG Support	Yes	Yes	Yes	Yes	Yes	Yes
ADA Tools	Yes	Yes	Yes	Yes	Yes	Yes
Support & Hosting						
Hosting Included	Yes	Yes	Yes	Yes	Yes	Yes
Security Monitoring	Yes	Yes	Yes	Yes	Yes	Yes

While the platforms evaluated generally offer similar outward-facing website capabilities, there is a significant distinction between proprietary government content management systems and WordPress-based solutions.

Revize and CivicPlus operate proprietary platforms designed specifically for municipal governments. These systems are built with integrated compliance tools, structured workflows, and accessibility monitoring aligned with current and upcoming ADA requirements. Platform updates, security patches, and system maintenance are managed internally by the vendor as part of the service.

In contrast, Rebel River Creative and Zee Creative utilize WordPress-based systems. While these platforms offer flexibility, ongoing WordPress core updates, plugin maintenance, and security management require continued oversight. Although these firms offer update management services, it is provided for an additional fee and remains dependent on third-party software updates.

This distinction represents a key consideration in long-term risk management, compliance responsibility, and total cost of ownership.



AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Seventeenth day of February in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

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

City of Hardin
406 North Cheyenne Avenue
Hardin, Montana 59034

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

CTA Inc. dba Cushing Terrell
PO Box 1439
Billings, Montana 59103

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

Hardin Visitor Information Center
928 North Mitchell Avenue
Hardin, Montana 59034

The Construction Manager (if known):
(Name, legal status, address, and other information)

Langlas & Associates, Inc.
2685 Gabel Road
Billings, Montana 59102

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as 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 necessary information and 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.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
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 in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See attached Exhibit A – Preliminary Program of Spaces

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The Project will occupy a city owned parcel of 2.28 acres for a 1,040 square foot facility including a welcome desk, restrooms and support services. The property is bound by North Mitchell Avenue to the southeast and Vanzandt Road to the north. Legal description of the property is as follows: S23, T01 S, R33 E, ACRES 2.28, TRIANGULAR TRACT IN NE4NW4. Geotechnical report will be provided by SK Geotechnical as the Owner's consultant. Topographic survey has been completed by IMEG Consultants Corp. as the Architect's consultant under a previous agreement. Public utilities available for connection adjacent to the site.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Seven hundred twenty thousand thirty-eight dollars (\$720,038)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

Init.

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- .1 Design phase milestone dates, if any:
Construction Documents - May 1, 2026
- .2 Construction commencement date:
June 29, 2026
- .3 Substantial Completion date or dates:
December 18, 2026
- .4 Other milestone dates:
Not Applicable.

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

- AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

This Agreement is for Phase 1 of the project. Services for subsequent phases will be provided under future separate Agreements upon approval by the Owner to proceed.

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

Not Applicable

(Paragraph deleted)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Alexandria Edwards, Project Manager
City of Hardin
406 North Cheyenne Avenue
Hardin, Montana 59034
Phone: 406.679.0028
Email: aedwards@hardinmt.com

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

Not Applicable.

§ 1.1.10 The Owner shall retain the following consultants and contractors:

Init.
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(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

Langlas & Associates, Inc.
2685 Gabel Road
(Paragraphs deleted)
Billings, Montana 59102

.3 Geotechnical Engineer:

SK Geotechnical
2511 Holman Avenue
PO Box 80190
Billings, Montana 59108-0190

(Paragraphs deleted)
406.652.3930

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Shannon Christensen
CTA Inc. dba Cushing Terrell
PO Box 1439
Billings, Montana 59103
Phone: 406.896.6126
Email: shannonchristensen@cushingterrell.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Service Provided by Cushing Terrell

.2 Mechanical Engineer:

Service Provided by Cushing Terrell

.3 Electrical Engineer:

Service Provided by Cushing Terrell

§ 1.1.12.2 Consultants retained under Supplemental Services:

Civil Engineering by IMEG, 550 North 31st Street, Suite 111, Billings Montana 59101

§ 1.1.13 Other Initial Information on which the Agreement is based:

Conceptual and Schematic Design of the project completed by Architect under a separate Agreement.

Init.

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User Notes:

(1664169335)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for 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 may agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, 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 professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances on the same or similar projects ("Standard of Care"). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of the Construction Manager retained by the Owner as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for any actions, errors, or omissions of the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** 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 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars (\$ 1,000,000.00) per claim and two million dollars (\$ 2,000,000.00) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The Architect does not make any representations about the nature and/or extent of coverage provided by these policies and is not responsible for any coverage determination made by an insurance carrier.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

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 manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. 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.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. With the Owner's approval, which shall not be unreasonably withheld, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect may assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager. Notwithstanding any other provision in this Agreement, the Architect does not make any representation regarding the accuracy of any Guaranteed Maximum Price proposal or Control Estimate. The Architect cannot and does not make any representations or guarantees about the actual cost of construction.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services - Deleted

(Paragraphs deleted)

§ 3.4 Design Development Phase Services Deleted

(Paragraphs deleted)

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 If the Owner retains and compensates the Architect for Construction Phase Services, the Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect’s responsibility to provide Construction Phase Services commences upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, the Owner’s approval of the Construction Manager’s Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager 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 Construction Manager’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 Owner, the Construction Manager or of any other persons or entities performing portions of the Work, or any separate consultants retained by the Owner. The Architect is not responsible for the Construction Manager’s failure to properly perform the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or at times and intervals mutually agreed by the parties, or as otherwise required in Section 4.2.3, 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 Construction Manager, and (3) defects and deficiencies observed in the Work. However, nothing in this Article §3.6.2 shall impose any liability on the Architect for failure to identify or discover deficiencies in the Contractor’s Work. The Contractor remains solely and exclusively responsible for properly constructing the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents only if authorized by the Owner and only if actually discovered by the Architect. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager 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 3.6.2 and on the data comprising the Construction Manager’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 generally is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 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 Construction Manager’s right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager’s submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect’s professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager’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 Construction Manager’s responsibility. The Architect’s review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager 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 Construction Manager’s design professional, provided the submittals bear such professional’s seal and signature when submitted to the Architect. The Architect’s 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.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 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, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 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 Construction Manager; and
- .4 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.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Not Provided
§ 4.1.1.2 Programming	Not Provided
§ 4.1.1.3 Multiple Preliminary Designs	Not Provided
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Not Provided
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	Not Provided
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Not Provided
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Not Provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28 Site Survey	Architect
<i>(Row deleted)</i>	
§ 4.1.1.29 Site Lighting	Architect

(Rows deleted)

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

.1 Civil Engineering

Architect's Civil Engineering Consultant will provide a site plan for the Project which includes water and sewer service to the building, sized for full build out conditions, as well as 80% of the asphalt parking lot with a boulder pit for stormwater and concrete sidewalk. A set of civil construction plans adequate for permitting and construction including a site plan, grading plan and utility plan. Consultant will be included in design team meetings with Architect. Also included is bidding/negotiation support to answer bidder questions and construction administration including one round of shop drawing submittals. Consultant will visit the site during portions of the civil construction.

.2 Landscape Design

Architect's Landscape Architect will provide planting and performance irrigation design for Phase 1 on-property and right-of-way areas, coordination with civil engineering on vehicular and pedestrian circulation and grading. Services will include electronic CADD files of Construction Documents and specifications incorporated into the Project Manual. Construction administration services include submittal review, responding to requests for information, and substantial completion punch list.

.3 Architectural Interior Design

Architect's Interior Designer will conduct meetings with Owner, propose design solutions and develop designs approved by Owner. Interior design documents will be integrated into the Construction Document package provided by Architect.

.4 Site Survey

Architect's Civil Engineering Consultant will conduct additional boundary surveying of the adjacent areas to accurately determine where boundary lines were intended to be.

.5 Site Lighting

Architect's Electrical Engineer will provide interior and exterior lighting design incorporated into the Construction Documents.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not Applicable

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. 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 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1** Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, 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 bid packages in addition to those listed in Section 1.1.6;
- .2** Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Six (6) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within eleven (11) 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 retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 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 and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 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 furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 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.

§ 5.11 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.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager 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.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

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

§ 5.16 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 the Construction Manager's 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 compensation of the Construction Manager for Preconstruction Phase services; 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.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 The Architect is not providing cost estimating services.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, 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.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;

- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

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 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 Construction Manager, 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, or other similar insurance applicable to the Work, 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 A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The parties have reviewed and analyzed the relative risks and benefits of the Project to both the Owner and the Architect, and have agreed to allocate the risks such that the Owner agrees to limit the Architect's liability to all parties, including the Owner, so that the total aggregate liability of the Architect and the Architect's officers, directors, partners, employees, shareholders, and owners shall not exceed the total compensation as identified within Article 12 or in limit of insurance listed in §2.6.6, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. The Owner acknowledges that it has had the opportunity to discuss and consider the possibility of a higher limit of liability in return for an increased fee paid to the Architect and has determined that the liability limit set forth above is appropriate. The Architect shall not be liable to the Owner, Owner's employees, consultants, contractors, subcontractors, agents, or any other third parties for special, incidental, or consequential, or penal losses or damages (including but not limited to anticipated profits, lost profits and/or loss of use of the project or site that is the subject of this Agreement) under any circumstances

§ 8.1.4 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 9.7.

§ 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 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, 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. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 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.

§ 8.2.4 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
(Paragraphs deleted)

Init.

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—Deleted

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 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 compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7
(Paragraphs deleted)
Deleted.

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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 A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. During the term of this Agreement and following its expiration or termination for any reason, neither Owner nor Architect shall transfer, assign, convey or sublet any right, claims (including any causes of action or claims

alleging breach, negligence, loss or damages arising out of this Agreement), duty or obligation under it, nor any other interest therein, without the prior written consent of the other party. The sole exception to this provision is that the Owner may assign this Agreement to a lender providing financing for the Project if and only 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, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to 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. There are no intended third-party beneficiaries of this Agreement.

§ 10.6 Unless otherwise required in this Agreement, 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. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be 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 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 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)

Seventy Nine Thousand Two Hundred and Four (\$79,204)
(Paragraphs deleted)

- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, 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.)

- .1 Civil Engineering – Stipulated Sum of \$29,172.
- .2 Landscape Design – Stipulated Sum of \$8,500.
- .3 Interior Design – Stipulated Sum of \$4,600.
- .4 Site Survey – Stipulated Sum of \$3,444
- .5 Site Lighting – Stipulated Sum of \$3,000.

§ 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.)

Hourly based on the Architect's Standard Rates for the year in which time is expended.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus

(Paragraphs deleted)
twenty percent (20 %).

(Paragraph deleted)

(Table deleted)

(Paragraph deleted)

§ 11.6 Deleted.

(Paragraph deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants 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 B – Cushing Terrell 2026 Hourly Rates

See Exhibit C – IMEG 2026 Standard Hourly Rates

(Table deleted)

§ 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 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;

- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 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 twenty percent (20 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

Not Applicable

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of zero (\$ 0) 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.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 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 thirty (30) 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.)

Twelve (12) % per annum

§ 11.10.2.2 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.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and 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.)

§ 12.1 The Owner understands and acknowledges that although the Instruments of Service shall be prepared within the Standard of Care stated in paragraph 2.2 of this Agreement, the Contractor may require additional information from the Architect to clarify, correct, supplement, and coordinate the design intent shown in the Construction Documents that result in increases in the Construction Cost, and that an increase in the Construction Cost does not automatically mean that the Architect has breached the Standard of Care.

§ 12.2 Except as set forth in this Section, or as expressly agreed in writing by the Architect and Owner, no person other than the parties to this Agreement or their successors and assigns shall be a third party beneficiary of the obligations contained in this Agreement or have the right to enforce any of its provisions.

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 B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.2
(Paragraphs deleted)

Exhibits:

[
(Paragraphs deleted)

X]

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

(Paragraphs deleted) Exhibit A – Preliminary Program of Spaces

Exhibit B – Cushing Terrell 2026 Standard Hourly Rates

Exhibit C – IMEG 2026 Standard Hourly Rates - Civil

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

OWNER *(Signature)*

Joe Purcell, Mayor

(Printed name and title)

ARCHITECT *(Signature)*

Shannon Christensen, Principal

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

Additions and Deletions Report for **AIA® Document B133® – 2019**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:54:31 MT on 02/12/2026.

PAGE 1

AGREEMENT made as of the Seventeenth day of February in the year Two Thousand Twenty-Six

...

City of Hardin
406 North Cheyenne Avenue
Hardin, Montana 59034

...

CTA Inc. dba Cushing Terrell
PO Box 1439
Billings, Montana 59103

...

Hardin Visitor Information Center
928 North Mitchell Avenue
Hardin, Montana 59034

...

Langlas & Associates, Inc.
2685 Gabel Road
Billings, Montana 59102

PAGE 2

See attached Exhibit A – Preliminary Program of Spaces

...

The Project will occupy a city owned parcel of 2.28 acres for a 1,040 square foot facility including a welcome desk, restrooms and support services. The property is bound by North Mitchell Avenue to the southeast and Vanzandt Road to the north. Legal description of the property is as follows: S23, T01 S, R33 E, ACRES 2.28, TRIANGULAR TRACT IN NE4NW4. Geotechnical report will be provided by SK Geotechnical as the Owner’s consultant. Topographic survey has been completed by IMEG Consultants Corp. as the Architect’s consultant under a previous agreement. Public utilities available for connection adjacent to the site.

...

Seven hundred twenty thousand thirty-eight dollars (\$720,038)

PAGE 3

Construction Documents - May 1, 2026

...

June 29, 2026

...

December 18, 2026

...

Not Applicable.

...

AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

This Agreement is for Phase 1 of the project. Services for subsequent phases will be provided under future separate Agreements upon approval by the Owner to proceed.

...

Not Applicable

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234 2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234 2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

...

Alexandria Edwards, Project Manager
City of Hardin
406 North Cheyenne Avenue
Hardin, Montana 59034
Phone: 406.679.0028
Email: aedwards@hardinmt.com

...

Not Applicable.
PAGE 4

Langlas & Associates, Inc.
2685 Gabel Road
.2 — Land Surveyor:

Billings, Montana 59102

...

SK Geotechnical
2511 Holman Avenue
PO Box 80190
Billings, Montana 59108-0190

~~4~~ Civil Engineer:

~~5~~ Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

406.652.3930

...

Shannon Christensen
CTA Inc. dba Cushing Terrell
PO Box 1439
Billings, Montana 59103
Phone: 406.896.6126
Email: shannonchristensen@cushingterrell.com

...

Service Provided by Cushing Terrell

...

Service Provided by Cushing Terrell

...

Service Provided by Cushing Terrell

...

Civil Engineering by IMEG, 550 North 31st Street, Suite 111, Billings Montana 59101

...

Conceptual and Schematic Design of the project completed by Architect under a separate Agreement.

PAGE 5

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

E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 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 and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, 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.

...

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar ~~circumstances~~ circumstances on the same or similar projects ("Standard of Care"). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a ~~Construction Manager~~ the Construction Manager retained by the Owner as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for ~~actions taken by~~ any actions, errors, or omissions of the Construction Manager.

...

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.6.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars (\$ 1,000,000.00) per claim and two million dollars (\$ 2,000,000.00) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~policies~~ policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. ~~The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~ Architect does not make any representations about the nature and/or extent of coverage provided by these policies and is not responsible for any coverage determination made by an insurance carrier.

...

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. ~~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, ~~With the Owner's approval, which shall not be unreasonably withheld,~~ the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

PAGE 7

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, ~~or the Owner's approval of the Construction Manager's Control Estimate, as applicable,~~ the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

...

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review ~~by the Owner and Architect, and for the Owner's acceptance or approval,~~ a Guaranteed Maximum Price proposal or Control Estimate. The Architect ~~shall~~ may assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager. Notwithstanding any other provision in this Agreement, the Architect does not make any representation regarding the accuracy of any Guaranteed Maximum Price proposal or Control Estimate. The Architect cannot and does not make any representations or guarantees about the actual cost of construction.

...

§ 3.3 Schematic Design Phase Services - Deleted

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

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

~~§ 3.3.5.2~~ The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

~~§ 3.3.6~~ The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

~~§ 3.3.7~~ Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

~~§ 3.3.8~~ In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services Deleted

~~§ 3.4.1~~ Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

~~§ 3.4.2~~ Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

~~§ 3.4.3~~ Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

PAGE 8

~~§ 3.6.1.1~~ The If the Owner retains and compensates the Architect for Construction Phase Services, the Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

...

~~§ 3.6.1.3~~ The Architect shall advise and consult with the Owner and Construction Manager 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 Construction Manager'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 Owner, the Construction Manager or of any other persons or entities performing portions of the Work, or any separate

consultants retained by the Owner. The Architect is not responsible for the Construction Manager's failure to properly perform the Work.

...

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or at times and intervals mutually agreed by the parties, or as otherwise required in Section 4.2.3, 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 Construction Manager, and (3) defects and deficiencies observed in the Work. However, nothing in this Article §3.6.2 shall impose any liability on the Architect for failure to identify or discover deficiencies in the Contractor's Work. The Contractor remains solely and exclusively responsible for properly constructing the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. ~~Documents~~ Documents only if authorized by the Owner and only if actually discovered by the Architect. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

PAGE 9

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager 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 3.6.2 and on the data comprising the Construction Manager'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 generally is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

PAGE 11

§ 4.1.1.1	Assistance with Selection of Construction Manager	<u>Not Provided</u>
§ 4.1.1.2	Programming	<u>Not Provided</u>
§ 4.1.1.3	Multiple Preliminary Designs	<u>Not Provided</u>
§ 4.1.1.4	Measured drawings	<u>Not Provided</u>
§ 4.1.1.5	Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.6	Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.7	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.8	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.9	Civil engineering	<u>Architect</u>
§ 4.1.1.10	Landscape design	<u>Architect</u>
§ 4.1.1.11	Architectural interior design	<u>Architect</u>
§ 4.1.1.12	Value analysis	<u>Not Provided</u>
§ 4.1.1.13	Cost estimating	<u>Not Provided</u>
§ 4.1.1.14	On-site project representation	<u>Not Provided</u>
§ 4.1.1.15	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.16	As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.17	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.18	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.19	Facility support services	<u>Not Provided</u>
§ 4.1.1.20	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.22	Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.23	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.24	Commissioning	<u>Not Provided</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.26	Historic preservation	<u>Not Provided</u>
§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.28	Site Survey	<u>Architect</u>
§ 4.1.1.28	Other services provided by specialty Consultants	
§ 4.1.1.29	Site Lighting	<u>Architect</u>
§ 4.1.1.29	Other Supplemental Services	

...

.1 Civil Engineering

Architect's Civil Engineering Consultant will provide a site plan for the Project which includes water and sewer service to the building, sized for full build out conditions, as well as 80% of the asphalt parking lot with a boulder pit for stormwater and concrete sidewalk. A set of civil construction plans adequate for permitting and construction including a site plan, grading plan and utility plan. Consultant will be included in design team meetings with Architect. Also included is bidding/negotiation support to answer bidder questions and construction administration including one round of shop drawing submittals. Consultant will visit the site during portions of the civil construction.

.2 Landscape Design

Architect's Landscape Architect will provide planting and performance irrigation design for Phase 1 on-property and right-of-way areas, coordination with civil engineering on vehicular and pedestrian circulation and grading. Services

will include electronic CADD files of Construction Documents and specifications incorporated into the Project Manual. Construction administration services include submittal review, responding to requests for information, and substantial completion punch list.

.3 Architectural Interior Design

Architect's Interior Designer will conduct meetings with Owner, propose design solutions and develop designs approved by Owner. Interior design documents will be integrated into the Construction Document package provided by Architect.

.4 Site Survey

Architect's Civil Engineering Consultant will conduct additional boundary surveying of the adjacent areas to accurately determine where boundary lines were intended to be.

.5 Site Lighting

Architect's Electrical Engineer will provide interior and exterior lighting design incorporated into the Construction Documents.

PAGE 12

Not Applicable

PAGE 13

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Six (6) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

...

§ 4.2.5 If the services covered by this Agreement have not been completed within eleven (11) 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.

PAGE 15

~~**§ 6.3.1** If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates. The Architect is not providing cost estimating services.~~

PAGE 17

§ 8.1.2 To the extent damages are covered by property insurance, or other similar insurance applicable to the Work, 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 A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

~~**§ 8.1.3** The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement. parties have reviewed and analyzed the relatives risks and benefits of the Project to both the Owner and the Architect, and have agreed to allocate the risks such that the Owner agrees to limit the Architect's liability to all parties, including the Owner, so that the total~~

aggregate liability of the Architect and the Architect's officers, directors, partners, employees, shareholders, and owners shall not exceed the total compensation as identified within Article 12 or in limit of insurance listed in §2.6.6, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. The Owner acknowledges that it has had the opportunity to discuss and consider the possibility of a higher limit of liability in return for an increased fee paid to the Architect and has determined that the liability limit set forth above is appropriate. The Architect shall not be liable to the Owner, Owner's employees, consultants, contractors, subcontractors, agents, or any other third parties for special, incidental, or consequential, or penal losses or damages (including but not limited to anticipated profits, lost profits and/or loss of use of the project or site that is the subject of this Agreement) under any circumstances

...

Litigation in a court of competent jurisdiction

Other: *(Specify)*

PAGE 18

§ 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 this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 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.

§ 8.3 Arbitration—Deleted

...

§ 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:~~

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

Deleted.

...

§ 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~~ During the term of this Agreement and following its expiration or termination for any reason, neither Owner nor Architect shall transfer, assign, convey or sublet any right, claims (including any causes of action or claims alleging breach, negligence, loss or damages arising out of this Agreement), duty or obligation under it, nor any other interest therein, without the prior written consent of the other party The sole exception to this provision is that the Owner may assign this Agreement to a lender providing financing for the Project if and only 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.

PAGE 19

§ 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. There are no intended third-party beneficiaries of this Agreement.

...

Seventy Nine Thousand Two Hundred and Four (\$79,204)

~~.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.~~

PAGE 20

- .1 Civil Engineering – Stipulated Sum of \$29,172.
- .2 Landscape Design – Stipulated Sum of \$8,500.
- .3 Interior Design – Stipulated Sum of \$4,600.
- .4 Site Survey – Stipulated Sum of \$3,444
- .5 Site Lighting – Stipulated Sum of \$3,000.

...

Hourly based on the Architect’s Standard Rates for the year in which time is expended.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent (—%),~~ or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)
twenty percent (20 %).

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

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Construction Phase	percent (%)
<hr/>		
Total Basic Compensation	one hundred percent (100 %)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 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.~~Deleted.

§ 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.

...

See Exhibit B – Cushing Terrell 2026 Hourly Rates

See Exhibit C – IMEG 2026 Standard Hourly Rates

Employee or Category

Rate (\$0.00)

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus twenty percent (20 %) of the expenses incurred.

...

Not Applicable

...

§ 11.10.1.1 An initial payment of zero (\$ 0) 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.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the

Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 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 thirty (30) 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.

...

Twelve (12) % per annum

...

§ 12.1 The Owner understands and acknowledges that although the Instruments of Service shall be prepared within the Standard of Care stated in paragraph 2.2 of this Agreement, the Contractor may require additional information from the Architect to clarify, correct, supplement, and coordinate the design intent shown in the Construction Documents that result in increases in the Construction Cost, and that an increase in the Construction Cost does not automatically mean that the Architect has breached the Standard of Care.

§ 12.2 Except as set forth in this Section, or as expressly agreed in writing by the Architect and Owner, no person other than the parties to this Agreement or their successors and assigns shall be a third party beneficiary of the obligations contained in this Agreement or have the right to enforce any of its provisions.

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.2 Building Information Modeling Exhibit, if completed:

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.

—(Insert the date of the E234 2019 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:

...

.4 Other documents:

(List other documents, if any, forming part of the Agreement.) Exhibit A –

Preliminary Program of Spaces

Exhibit B – Cushing Terrell 2026 Standard Hourly Rates

Exhibit C – IMEG 2026 Standard Hourly Rates - Civil

...

Joe Purcell, Mayor

Shannon Christensen, Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jackie Pentland, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:54:31 MT on 02/12/2026 under Order No. 3104239063 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

CUSHING TERRELL | IMEG SD PROGRAM

CLIENT FEEDBACK MEETING
2/12/2026

DEPARTMENT NAME	SPACE TYPE	NET AREA	ROOM COUNT	SF TOTAL	SF	AMENITIES
MAIN LOBBY/ WELCOME	VISITOR RECEPTION + INFO DESK	250	1	250	SF	BUILT IN DESK OR FF&E, LOCKABLE STORAGE, COMPUTERS+PRINTER, TICKETING SYSTEM
	PUBLIC WAITING/SEATING ZONE		1		SF	SEATING, POWER
	GIFT SHOP		1		SF	PENNY SMASHER, MUGS, TSHIRTS, PRODUCT MERCH, POS STATION WITHIN RECEPTION DESK
	ORIENTATION DISPLAY ALCOVE		1		SF	BUILT IN SHELVING, INFO GRAPHICS
EXHIBIT GALLERY	EXHIBIT EXPERIENCE	1200	0	0	SF	
	PERMANENT DISPLAY ALCOVE		0		SF	NEED FURTHER DEVELOPMENT, TOUR OTHER FACILITUES
	INTERACTIVE DISPLAY AREA		0		SF	AGRITOURISM ITEMS, TOUCH & FEEL ITEMS
	GALLERY SUPPORT/PREP ROOM		0		SF	
	INTERPRETIVE READING/MEDIA AREA		0		SF	BATTLEFIELD CONNECTION, MEDIA AVAILABLE DAM, OTHER
COMMUNITY MULTI- PURPOSE	EVENTS AV CLOSET	75	0	0	SF	
	COWORKING ZONE	150	0	0	SF	OPEN OFFICE FURNISHINGS + TECH + LOUNGE, WHITEBOARDS, BOTH ON WALLS AND MOBILE, FLIP CHARTS
	MEETING ROOM (MED CONF)	200	0	0	SF	TABLE, CONF CHAIRS, AV + TECH, CREDENZA, WHITEBOARD, BUFFET BAR DUAL USE WITH COWORKING SPACE
	BREAKROOM/COFFEE AREA	125	0	0	SF	BUILT IN CASEWORK, UC FRIG, DW, SINK, FAUCET, MICROWAVE, COUNTER APPLIANCES
ADMINISTRATION	CHAMBER OFFICE	150	0	0	SF	
	FLEX OFFICE	100	0	0	SF	RENTABLE OFFICES IN COWORKING SPACE.1 OFFICE FOR FLEX 110 SF. 1 FOR CHAMBER/STORAGE ROOM 150 SF LBHD STORAGE
RESTROOMS	MEN'S RESTROOM	90	1	90	SF	
	WOMEN'S RESTROOM	90	1	90	SF	
	FAMILY/UNISEX ADA RESTROOM	60	0	0	SF	ADULT CHANGING TABLE AS A REQUEST
BACK OF HOUSE	MECHANICAL ROOM	40	1	40	SF	HOLD SPACE FOR BMS FIRE WITHIN THIS ROOM IF THEY CAN BE COMBINED
	FIRE RISER CLOSET	80	0	0	SF	DEPENDS ON OCCUPANCY AND JURISDICTION, CAN THIS GO INTO THE MECHANICAL ROOM
	ELECTRICAL ROOM	40	1	40	SF	
	IT DATA/SERVER CLOSET	50	0	0	SF	CAN THIS MERGE WITH ELECTRICAL ROOM
	GENERAL STORAGE	300	0	0	SF	DOES THIS NEED TO BE BROKEN OUT BY DIFFERENT ROOMS? METRO RACKS, ARCHIVAL STORAGE
	JANITORS CLOSET	30	1	30	SF	COMBINE WITH MECHANICAL. SUPPLY RACK, MOP SINK, FAUCET, SHELVING
CIRCULATION	ENTRY VESTIBULE + COVERED ENTRY	235	1	235	SF	
	Total			775	SF	
			20%	155	SF	CAN SQUEEZE DOWN DURING NEXT STEPS IN SPACE BLOCKING
PROGRAM OVERALL TOTAL NET SF				930	SF	

2026 Standard Hourly Rates



ARCHITECTURAL	Min	Max
Architectural Production.....	\$ 97.00	\$ 139.00
Architectural.....	\$ 121.00	\$ 168.00
Project Architect.....	\$ 132.00	\$ 199.00
Project Management - Architectural.....	\$ 168.00	\$ 234.00
Director/Lead of Architectural	\$ 241.00	\$ 266.00
Landscape Architect.....	\$ 120.00	\$ 145.00
Landscape Architect Senior.....	\$ 197.00	\$ 220.00
Planner.....	\$ 119.00	\$ 172.00
Interior Designer.....	\$ 97.00	\$ 158.00
Interior Designer Senior.....	\$ 133.00	\$ 239.00
Sustainability Professional.....	\$ 148.00	\$ 163.00
Sustainability Senior.....	\$ 213.00	\$ 214.00
Architectural Principal.....	\$ 248.00	\$ 318.00
ENGINEERING		
Engineering Production Civil.....	\$ 123.00	\$ 193.00
Engineering Civil.....	\$ 160.00	\$ 218.00
Engineering Civil Senior.....	\$ 266.00	\$ 294.00
Engineering Production Structural.....	\$ 106.00	\$ 162.00
Engineering Structural.....	\$ 146.00	\$ 201.00
Engineering Structural Senior.....	\$ 235.00	\$ 275.00
Engineering Production Electrical.....	\$ 115.00	\$ 165.00
Engineering Electrical.....	\$ 161.00	\$ 233.00
Engineering Electrical Senior.....	\$ 266.00	\$ 284.00
Engineering Production Mechanical.....	\$ 115.00	\$ 153.00
Engineering Mechanical.....	\$ 129.00	\$ 222.00
Engineering Mechanical Senior.....	\$ 197.00	\$ 256.00
Engineering Production Refrigeration.....	\$ 115.00	\$ 124.00
Engineering Refrigeration.....	\$ 112.00	\$ 175.00
Engineering Refrigeration Senior.....	\$ 195.00	\$ 259.00
Engineering Principal.....	\$ 265.00	\$ 318.00
SUPPORT		
Project Coordinator.....	\$ 92.00	\$ 130.00
Administrative Assistant.....	\$ 74.00	\$ 124.00
Graphic Designer.....	\$ 116.00	\$ 159.00



2026 STANDARD HOURLY RATES - CIVIL
(rates adjusted annually)

Senior Client Executive/ Senior Market Director / VP	\$260	Senior (Crew Chief / Coordinator) 2	\$140
Client Executive / Market Director	\$245	Senior (Crew Chief / Coordinator) 1	\$135
Project Executive	\$210	(Crew Chief / Senior Technician / Project Coordinator) 2	\$130
Senior Project Manager 2	\$205	(Crew Chief / Senior Technician / Project Coordinator) 1	\$125
Senior Project Manager 1	\$185	Technician 4 / Graduate Surveyor 2	\$115
Engineer of Distinction	\$220	Technician 3 / Graduate Surveyor 1	\$110
Senior Engineer 3	\$200	Technician 2	\$95
Senior Engineer 2	\$185	Technician 1	\$85
Senior Engineer 1	\$170	Designer of Distinction	\$180
Project Engineer 2	\$160	Senior Designer 3	\$165
Project Engineer 1	\$145	Senior Designer 2	\$155
Landscape Architect of Distinction	\$210	Senior Designer 1	\$145
Senior Landscape Architect 3	\$195	Project Designer 2	\$135
Senior Landscape Architect 2	\$175	Project Designer 1	\$130
Senior Landscape Architect 1	\$165	Designer 2	\$120
Project Landscape Architect 2	\$155	Designer 1	\$110
Project Landscape Architect 1	\$145	Design Technician 2	\$100
Planner of Distinction	\$210	Design Technician 1 / Intern	\$90
Senior Planner 3	\$195	Senior Construction Administrator	\$150
Senior Planner 2	\$175	Construction Administrator	\$140
Senior Planner 1	\$165	Senior Environmental Specialist 3	\$205
Project Planner 2	\$155	Senior Environmental Specialist 2	\$195
Project Planner 1	\$145	Senior Environmental Specialist 1	\$185
Planner 2	\$115	Senior Engagement Specialist 1	\$180
Planner 1	\$105	Environmental Specialist 1	\$165
Planner Technician 2	\$95	Environmental Technician 1	\$125
Planner Technician 1	\$85	GIS System Architect	\$135
Graduate (Designer / Planner) 2	\$130	GIS Analyst	\$130
Graduate (Designer / Planner) 1	\$120	Graduate (GIS Analyst) 2	\$125
Senior Land Surveyor 3	\$170	Graduate (GIS Analyst) 1	\$115
Senior Land Surveyor 2	\$155	Senior Administrative Assistant	\$95
Senior Land Surveyor 1	\$145	Administrative Assistant	\$85
Project Surveyor 2	\$135		
Project Surveyor 1	\$130		
Senior Crew Chief 3	\$150		

*These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.



Equipment Rates

Company Vehicle
 GPS/Robotics
 UTV
 ATV
 Drone Aircraft
 Well Sounder
 Submersible Pump

Current IRS Mileage Rate
 \$150 / Day
 \$115 / Day
 \$100 / Day
 \$TBD Per Project Type
 \$40 / Day
 \$40 / Day

Reimbursable Expenses

Approved Per Diem*
 Copier Reproduction
 Prints (Plotting)
 Sub-Consultants
 Agency Review Fees
 Direct Project Expenses
 Travel Expenditures

\$50 / Day
 \$0.05 / Page
 \$0.125 / Square Foot
 Cost + 10%
 Cost (Paid Directly by Client or Retainer)
 Cost + 10%
 Cost + 5%

Activity List

Alum Survey Caps
 Rebar
 T-Post
 Lath (Per Bundle)
 Hub Stakes (Per Bundle)
 Marking Paint (Per Can)
 Final Send Out

Unit Billing Rate

\$6
 \$5
 \$10
 \$75
 \$30
 \$10
 \$15

Testing Fees:

Subgrade Inspection:
 Compaction Test
 Concrete Testing:
 Four cylinders per set with slump, air, temperature & strength tests.
 Masonry Testing:
 Four cylinders per set.
 Asphalt Testing
 Inspector
 Marshall Testing**
 Coring & Testing**

Unit Rate:

\$200/ Test
 \$600/ Set
 \$250/ Set
 \$100/ Hour
 \$310/ Test
 \$70/ Core

**Services subcontracted to material testing company may vary.

*Per Diem rate applies for all employees who stay overnight or who travel outside of a 50-mile radius from their place of dwelling. If your project qualifies, the Per Diem charge will be automatically added.

Public Hearings

3/9/2026 7:00pm

City of Hardin

Zoning Ordinance

Regular Meeting

Meeting to Follow Public Hearing

1. Call to order
2. Submission of minutes from February 2026
3. Submission of financial statement(s) & bill(s) to be paid
4. Old Business
 - a. City Council/Jail
5. New Business
 - a. City of Hardin Zoning Ordinance
 - b. New Member
 - *Mayor Appointed Position
 - c. County Commissioners appointed member update
6. Announcements
7. Adjournment