



Hyalite Rural Fire District

Board Meeting Synopsis Approval Form

The written synopsis of the April 16, 2024 Hyalite Rural Fire District (HRFD) Board of Trustees Annual Board Meeting was approved by motion of the HRFD Board of Trustees on May 21, 2024.

Chair Signature

Justin Miller, Chairman

Printed Name

Secretary Signature

Ken Beideman, Secretary

Printed Name

**HYALITE RURAL FIRE DISTRICT
BOARD OF TRUSTEES REGULAR PUBLIC MEETING
SYNOPSIS**

DATE: APRIL 16, 2024

TIME: 7:00 p.m.

LOCATION: Sourdough Fire Station, 4541 S. 3rd Rd., Bozeman, Montana

In compliance with [MCA 2017 2-3-212](#) and the Hyalite Rural Fire District Bylaws, the minutes of HRFD Board of Trustees open public meetings are comprised of an audio recording and a written synopsis. The audio recording is designated as the official record of a meeting. The written synopsis serves to assist the public in accessing portions of the audio recording and is a good faith attempt to provide the public with another method to be informed about the actions of the Board. The minutes are available to the public at www.hyalitefire.org/board-meeting-minutes/ or at the Hyalite Rural Fire District Administrative Offices, 4541 S. 3rd Rd., Bozeman, MT, during its standard business hours.

TRUSTEES IN ATTENDANCE:

Justin Miller
Pete Geddes
Walt Zidack
Jason Jarrett
Ken Beideman

STAFF IN ATTENDANCE:

Brian Nickolay, Fire Chief
Sheryl Wyman, Administrative Assistant

PUBLIC IN ATTENDANCE:

ThinkOne Representatives – Bill Hanson, Jay
Alex Phillips, Volunteer Firefighter
Colin Prato, Maintenance Captain
Mac Malone, Training Captain

0:00:04	CALL TO ORDER OF HYALITE RURAL FIRE DISTRICT Chairman Miller called the meeting to order and asked for any public comment on non-agenda items. None given. HYALITE CONSENT AGENDA Chairman Miller asks if there are any requests to pull anything from the Consent Agenda for review. None given. Motion: Trustee Zidack moves to approve consent agenda as presented Trustee Geddes seconded the motion.
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	<p>Vote: Jarrett-Yes; Zidack-Yes; Beideman-Yes; Miller-Yes; Geddes-Yes. Unanimous approval.</p> <p><i>[See March 19, 2024 Board Packet for Consent Agenda items Approved]</i></p>
	<p>REGULAR AGENDA</p>
0:00:42	<p>Agenda Item 1 – Signing of Contract with ThinkOne Architects</p> <p>Chief Nickolay discusses the contract to be entered into with the board and ThinkOne. Trustee Geddes asks about the scope of work. Bill from ThinkOne discusses</p> <p>Discussion is held between the board and ThinkOne representatives regarding a survey.</p> <p>Chairman Miller asks about the status of re-zoning the property. Chief Nickolay has had discussions with the County and the steps that need to be taken. One is a boundary re-alignment by filling out an application for the county. Talking with the county planning department they don't see a problem with re-zoning the property.</p> <p>ThinkOne representatives discusses the work they have done in the area. They have done all of the fire stations in the valley except one. Jay has worked with Big Fork on a project which is identical to what we are looking for to present to the public.</p> <p>Trustee Zidack asks if there is an advantage for ThinkOne to move into the next phase moving forward. ThinkOne representatives discusses their role if they were to move past the concept phase into a building phase.</p> <p>Discussion is held regarding the 3-D model for presentation to the public.</p> <p>Motion: Trustee Zidack and Jarrett makes a motion to enter into a contract with ThinkOne not to exceed \$30,000.</p> <p>Trustee Beideman seconded the motion.</p> <p>Vote: Jarrett-Yes; Zidack-Yes; Beideman-Yes; Geddes-Yes; Miller-Yes. Unanimous approval.</p> <p><i>[See Attachments A and B – Contracts with ThinkOne]</i></p>
0:16:24	<p>Agenda Item 7 – Moved for Discussion – Replacement of Rae Station – Standing Agenda Item</p> <p>Chief Nickolay states he can start working on the application for the county. Trustee Beideman asks about the boundaries and the process to make the properties into one. Discussion is held regarding the zoning.</p>

	<p>Chief Nickolay suggests creating a sub-committee to work with ThinkOne. Volunteer Firefighter Alex Phillips would like to participate on the committee to be a volunteer representative.</p> <p>Discussion is held between ThinkOne and the process of what is needed from us for the process and how they work with the committee. There will be meetings with the committee as well as going before the whole board to demonstrate where they are at in the process. Options can be presented to the board. The effort to get from point A to point B would be approximately 90 days. They should be able to start on the project around the end of May or June.</p> <p>A committee will be formed around the June time frame to start working with ThinkOne and to bring the information back to the board. Trustee Geddes makes comments regarding the importance of having Alex participating and having input from the volunteers.</p> <p>ThinkOne will put a schedule together to start working on the project.</p>
0:24:54	<p>Agenda Item 2 – Staff Salary Discussions</p> <p>Chief Nickolay presented wage comparisons between Central Valley and the Bozeman Fire Department and Hyalite Fire. Going into the preliminary budget he is requesting a 10% increase to salaries across the board for paid staff. The total increase to salaries would amount to \$53,000 - \$55,000 increase. This does not take into account the increases in taxes, retirement, etc.</p> <p>Discussion is held among the trustees and chief. Trustee Zidack, as treasurer, discusses the cost and taxpayer interest. He acknowledges we are in an inflationary environment and a housing inflationary situation. He feels we need to support our staff the best we can but it comes with trade-offs, i.e. the capital reserve funds. Trustee Geddes asks about the property tax increases we might see. We use 5% increase in our budget calculations. Trustee Geddes feels we should be on a glide path to stay competitive with surrounding agencies, especially for the captain positions. There will also be a request for extra monies for command coverage compensation.</p> <p>Discussion is held between the trustees. Chair Miller suggests looking at past years of the other departments to see what rate their salaries are going up from year to year. Trustee Geddes brings up the service model we have is predominately volunteer which gives cost savings. We are currently approximately \$25,000 - \$30,000 below other departments in the area. Trustee Jarrett discusses we need to compare apples to apples which includes the benefit packages.</p> <p>Trustee Zidack doesn't want to have to go to a mill levy because we can't fund our apparatus replacement due to salaries. Discussion is held regarding the staff and benefits of working at Hyalite. Trustees discuss possible changes to benefit packages that might help.</p>

	<p>Chair Miller asks how this looks for our budget. Trustee Zidack states we can handle the increase in the budget but there will be trade-offs. Discussion is held regarding what the staff would like to see in benefits.</p> <p>Trustee Zidack would like to see something done for budget purposes. He suggests putting a placeholder in place at the 10% for budget purposes. Then review historical data on pay, benefits, and what the projections would be as well as the trade-offs may look like.</p> <p>Motion: Trustee Zidack makes a motion to approve a 10% pay increase for paid staff at Hyalite Rural Fire District.</p> <p>Trustee Geddes seconded the motion.</p> <p>Vote: Jarrett-Yes; Zidack-Yes; Beideman-Yes; Geddes-Yes; Miller-Yes. Unanimous approval.</p>
0:58:46	<p>Agenda Item 3 – Command Coverage Compensation</p> <p>Chief Nickolay discusses the deficiencies in volunteer command staff. Seven volunteer captains are needed to cover the week of nightly command. We currently have four volunteer captains. At this rate we have burnout on our volunteer captains. He advises it will take time to get the volunteers the experience and training to build up the captain staff. Given life events we have volunteers leaving making the coverage very thin. He is asking for funds to cover mandatory overtime shifts of non-exempt employees for command coverage. They would be on a 12-hour shift one night a week. He feels this will get us to the point where we can bolster the volunteer captain position. The total amount needed for overtime to cover the non-exempt employees’ overtime for a 12-hour shift once a week for a year is \$158,580. \$15,000 had already been budgeted for overtime so the additional amount needed would be \$143,558.</p> <p>Discussion is held between the board and Chief Nickolay. Trustee Jarrett asks about the frequency of night calls and if an on-call wage can be paid. Chief Nickolay states the employee attorney states they can’t pay an on-call wage. Discussion is held regarding possibly hiring one or two additional people. Trustee Jarrett brings up the kind of service we can provide if we don’t have the staffing. Chief Nickolay feels we just don’t have the experienced firefighters to make certain calls. Trustee Geddes says it is a question for the taxpayers regarding what level of service they expect.</p> <p>Discussion is held regarding possible liability issues depending on the level of service. Trustee Jarrett states there isn’t much given the service we can provide. More discussion is held regarding hiring additional captains.</p> <p>Chief Nickolay has tried to work with neighboring departments to trade help. Neither department wants to look into sharing coverage.</p>

	<p>Trustee Zidack states we have our preliminary budget due but the final budget isn't due until August so we have the capability to make modifications to the final budget.</p> <p>Discussion is held regarding service and the volunteer model, the resources we have to offer at this time and the priorities of the district. Trustee Zidack suggests exploring what it would look like to hire night time coverage.</p> <p>Discussion is held regarding asking the taxpayers for a mill levy to cover additional staff for the service they would like to see. The feeling is this wouldn't jeopardize the request for a new station.</p> <p>Trustee Zidack feels some thought should be given to possibly changing the schedule, or adding another person into the mix and re-visiting the issue in May. Chair Miller asks how long before we may see the two captains coming back.</p> <p>Trustee Jarrett discusses the direction the board wants to give the Chief. This could include prioritizing response over other areas, i.e. meetings, trainings, etc.. Discussion is held with using the 12 hour shift</p> <p>Trustee Zidack breaks it down to three broad strokes: 1) reduce level of service with maintaining costs; 2) fill in with overtime model being discussed; and third, would be to look at how two more full time positions would fill the whole and maintain the level of service. Trustee Jarrett adds another option to readjust what we are prioritizing for the hours of pay.</p> <p>Trustee Zidack suggests coming to the next meeting with these four ideas and try to see what could work. From the budgetary aspect we can fund this request but it wouldn't take to long and then we aren't funding the capital reserve fund.</p> <p>Staff will be directed to bring back ideas on the three questions presented.</p> <p>Tabled until May Meeting</p>
1:49:23	<p>Agenda Item 4 – Web Design Services Proposal</p> <p>The Chief would like to see an improvement to our web site. He will bring a proposal to re-do the website by utilizing a marketing and web design company. We can utilize capital funds to start up website design. The rough estimates he received was \$10,000 - \$15,000.</p> <p>Trustee Zidack suggest an RFP for the services.</p> <p>There is a number of people that go to the website. Several of our new recruits state they found us through the</p> <p>Chief Nickolay will bring a proposal to the next meeting.</p>
1:52:47	<p>Agenda Item 5 – Transfer of Unrestricted Money to Capital Accounts</p>

	<p>Treasurer Zidack discusses the funds available in the cash fund. We have two engines we will be paying for. The capital fund for apparatus currently sits at \$669,981 so we will need to transfer funds into the capital apparatus fund to pay for the engines. We have approximately \$2,183,869 in our cash fund and can transfer \$1,000,000. We did not transfer any monies last fiscal year. We have to maintain \$400,000 in our cash fund.</p> <p>Motion: Trustee Zidack makes a motion to approve the transfer of \$1,000,000 from the cash fund into the capital reserve fund for apparatus.</p> <p>Trustee Jarrett seconded the motion.</p> <p>Vote: Jarrett-Yes; Zidack-Yes; Beideman-Yes; Miller-Yes. Unanimous approval.</p>
1:55:03	<p>Agenda Item 6 – New Command Vehicle Purchase</p> <p>This is the replacement of a command vehicle. It is the one request over the rolling engines in the capital replacement plan. The request is for \$75,000.</p> <p>Motion: Trustee Zidack makes a motion to approve purchase of a new command vehicle not to exceed \$75,000.</p> <p>Trustee Beideman seconded the motion.</p> <p>Vote: Jarrett-Yes; Zidack-Yes; Beideman-Yes; Miller-Yes. Unanimous approval.</p>
1:57:07	<p>Agenda Item 8 – Fire Chief’s Report</p> <p>Trustee Jarrett moves to forego the Fire Chief’s Report for this meeting. The report can be found in the packet.</p> <p><i>[See Attachment C – Fire Chief’s Report]</i></p>
1:57:07	<p>Trustees’ Activities</p> <ul style="list-style-type: none"> • None
1:57:17	<p>Announcements</p> <ul style="list-style-type: none"> • Next Board Meeting will be held May 21, 2024 – Annual Meeting • The preliminary budget will need to be finalized at the May meeting and submitted at the end of May.
1:58:36	<p>Adjournment</p>



AIA[®] Document B121[™] – 2018

Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders

AGREEMENT made as of the Sixteenth day of April in the year Two Thousand Twenty-Four.

(In words, indicate day, month, and year.)

BETWEEN the Owner:

(Name, legal status, address, and other information)

Hyalite Rural Fire District
4541 South 3rd Ave.
Bozeman, MT 59715

and the Architect:

(Name, legal status, address, and other information)

Taylor Architects PC dba ThinkOne Architects
101 East Main, Suite One
Bozeman, MT 59715

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 does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221[™]–2018, Service Order for use with Master Agreement Between Owner and Architect

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ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for one year after the date first written above ("Date of this Master Agreement").

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

§ 1.3 This Master Agreement will renew on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Brian Nickolay, Fire Chief
Hyalite Rural Fire District
4541 South 3rd Ave.
Bozeman, MT 59715
(406) 586-3771 BNICKOLAY@HYALITE FIRE.ORG

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

Init.

§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement:

William A. Hanson, President
ThinkOne Architects
101 East Main, Suite One
Bozeman, MT 59715
(406) 586-7020

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

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

ARTICLE 2 SERVICE ORDERS

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 2.2 The Architect may decline to accept any Service Order issued by the Owner.

§ 2.3 The Architect shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and Architect may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Architect's Services; state the Architect's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3 ARCHITECT'S RESPONSIBILITIES

§ 3.1 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. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement.

§ 3.2 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 Master Agreement or any Service Agreement.

§ 3.3 The Architect shall maintain the following insurance until termination of this Master 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 9.4.

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

.1 General Liability

Liability Limits - \$2.0 Million per Occurrence
 \$4.0 Million per Aggregate

.2 Automobile Liability

\$1.0 Million combined single limit for each occurrence providing coverage for bodily injury or death of any person, or property damage arising out of ownership or use of any motor vehicle, whether owned, hired or non-owned.

Currently, there are no owned autos so only hired and non-owned auto liability is carried.

.3 Workers' Compensation

Per State of Montana statutory requirements and \$1.0 Million Bodily Injury each accident.

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.4 Professional Liability

Liability Limits -	\$4.0 Million per Occurrence
	\$4.0 Million per Aggregate

§ 3.4 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner 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.

§ 3.5 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The Architect may provide Additional Services after execution of a Service Order without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 9.3.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, 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 approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 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;
- .4 Services necessitated by decisions of the Owner 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;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals; or
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

§ 5.2 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.

§ 5.3 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 consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, 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 Service Order. The

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Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.4 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.

§ 5.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.6 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 COPYRIGHTS AND LICENSES

§ 6.1 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 in relation to a Service Agreement.

§ 6.2 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 a Service Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 6.3 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 the Service Agreement, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates a Service Agreement for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Agreement, shall terminate.

§ 6.3.1 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 6.3.1. The terms of this Section 6.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 8.4.

§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master 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.

§ 6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Agreement.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable

law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Agreement, whichever is sooner. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201™–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 7.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Agreement, except as specifically provided in Section 8.6.

§ 7.2 Mediation

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service 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.

§ 7.2.2 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 Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master 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.

§ 7.2.3 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.

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 7.3 of this Master Agreement

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other: *(Specify)*

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

§ 7.3 Arbitration

§ 7.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, dispute or other matter in question arising out of or related to a Service 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 Master Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration.

§ 7.3.1.1 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.

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

§ 7.3.3 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.

§ 7.3.4 Consolidation or Joinder

§ 7.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Master 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).

§ 7.3.4.2 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.

§ 7.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Master Agreement.

§ 7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement.

ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 8.1 If the Owner fails to make payments to the Architect in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. 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.

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are 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.

§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than seven days' written notice.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

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

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

§ 8.7 In addition to any amounts paid under Section 8.6, if the Owner terminates a Service Agreement for its convenience pursuant to Section 8.5, or the Architect terminates a Service Agreement pursuant to Section 8.3, 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:

No Termination Fee in addition to Work Completed to date per Section 8.6

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

Licensing Fee would be equal to Total Licensing Fee proposed for the project.

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

§ 8.9 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, 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 Attached List of Hourly Billing Rates. Exhibit "A"

(Table deleted)

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 9.4 Compensation for Reimbursable Expenses

§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, 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;

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- .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 consultant's expense of professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect or the Architect's consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Agreement;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred plus 10% by the Architect and the Architect's consultants.

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement.

§ 9.5 Payments to the Architect

§ 9.5.1 Progress Payments

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-Five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1% Per Month (12% Yearly Interest Rate)

§ 9.5.1.2 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. In any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement to offset amounts in dispute under a separate Service Agreement.

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Each Service Agreement shall be governed by the law of the place where the Project described in the Service Order 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 7.3.

§ 10.2 Notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement without the written consent of the other, except that the Owner may assign a Service Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Service 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 the Service Agreement, provided the proposed consent is submitted to the

Init.

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 the Service Agreement.

§ 10.5 Unless otherwise required in a Service 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.

§ 10.6 The Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects 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 Projects. This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4.

§ 10.7 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it 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 10.7.

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

§ 10.9 The parties shall 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.

§ 10.9.1 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 11 SPECIAL TERMS AND CONDITIONS

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

§ 11.1 This agreement shall be governed by the laws of the State of Montana, and all work shall be in compliance with the applicable building codes adopted by the Montana Building Standards Division at the time of performance plus the applicable sections of the National Fire Protection Association (NFPA) codes to include NFPA 101 and NFPA 1500 Chapter 10 (Facility Safety).

§ 11.2 To the extent deemed necessary by the Architect, the Architect shall employ architects, mechanical, electrical, structural, and civil engineers licensed as such in the State of Montana, and other such consultants necessary for the provision of services under this Agreement. All such consultants shall be paid by the Architect and shall have no claim against the Owner. The Architect is responsible for the performance of its consultants as it would be if it had rendered the services itself. The Architect shall supply the names and functions of all such consultants to the Owner for Owner's approval.

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§ 11.3 The Architect shall designate a principal or a staff member as Project Manager. So long as the Project Manager performs in a manner acceptable to the Owner and remains in Architect's employ, the Project Manager shall remain in charge of all design and other services required under this Agreement unless a substitution mutually acceptable to the Owner and Architect is made. The Project Manager shall be available for consultation, meetings, correspondence, telephone, conference, or video calls, and other such contacts with the Owner as needed for the successful completion of the Agreement and Service Orders.

§ 11.4 The Architect shall assist the Owner in fulfilling the requirements of the authorities and funding agencies whose interests bear on the design, cost, and construction of the Project.

§ 11.5 The Architect shall abide by all regulations imposed by authorities having jurisdiction of the Project.

§ 11.6 The Architect shall cooperate with all other professionals the Owner may employ for work, inspections, reviews, and/or certifications for the Project.

§ 11.7 The Architect shall review site surveys; existing record documents; seismic data; mechanical, geotechnical, and other test reports; environmental documents, and any other such available documentation to determine whether such data are sufficient for purposes of design or whether additional data are needed. If additional data or tests are needed, the Architect shall immediately notify the Owner.

§ 11.8 The Architect shall provide a structural design that meets or exceeds Essential Facility standards for a public fire station and is capable of withstanding projected maximum threats plus 20% from the following expected natural phenomenon hazards at the project site:

- Heavy rainfall
- Hail
- Lightning
- Snow
- Ice
- High Winds
- Subsidence
- Radon
- Earthquakes
- Tornados
- Floods
- Wildland Fires and Blowing Embers

§ 11.9 When required, the Architect shall notify the Owner of items that require independent inspection, review, and/or certification by outside authorities. The Architect shall provide the Owner with the performance specifications for such items to be inspected, reviewed, or certified.

§ 11.10 The Architect will prepare Design and Bid Documents using Building Information Modeling (BIM) Software. The BIM Modeling will be prepared with a Level of Detail (LOD) of 250-300 per BIM Standards adopted by The American Institute of Architects.

ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master 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 Master Agreement may be amended only by written instrument signed by both the Owner and Architect.

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

- .1 AIA Document B121™-2018, Standard Form of Master Agreement Between Owner and Architect
(Paragraphs deleted)
- .2 Exhibits:
(Clearly identify any other exhibits incorporated into this Master Agreement.)

(Paragraphs deleted)

Init.

Exhibit "A" – (ThinkOne Hourly Billing Rates)

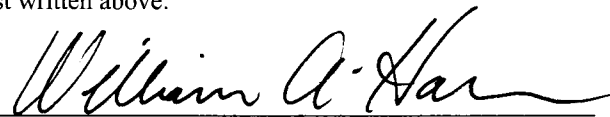
This Master Agreement entered into as of the day and year first written above.

OWNER (Signature)

Justin Miller, Board Chair

(Row deleted)

Hyalite Rural Fire District



ARCHITECT (Signature)

William A. Hanson, President

ThinkOne Architects

Init.

Additions and Deletions Report for AIA® Document B121™ – 2018

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 09:29:52 MT on 04/10/2024.

PAGE 1

AGREEMENT made as of the Sixteenth day of April in the year Two Thousand Twenty-Four.

...

Hyalite Rural Fire District
4541 South 3rd Ave.
Bozeman, MT 59715

...

Taylor Architects PC dba ThinkOne Architects
101 East Main, Suite One
Bozeman, MT 59715

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Brian Nickolay, Fire Chief
Hyalite Rural Fire District
4541 South 3rd Ave.
Bozeman, MT 59715
(406) 586-3771 BNICKOLAY@HYALITE FIRE.ORG

PAGE 3

William A. Hanson, President
ThinkOne Architects
101 East Main, Suite One
Bozeman, MT 59715
(406) 586-7020

...

<u>Liability Limits -</u>	<u>\$2.0 Million per Occurrence</u>
	<u>\$4.0 Million per Aggregate</u>

...

\$1.0 Million combined single limit for each occurrence providing coverage for bodily injury or death of any person, or property damage arising out of ownership or use of any motor vehicle, weather owned, hired or non-owned.

Currently, there are no owned autos so only hired and non-owned auto liability is carried.

Per State of Montana statutory requirements and \$1.0 Million Bodily Injury each accident.

PAGE 4

Liability Limits - \$4.0 Million per Occurrence
\$4.0 Million per Aggregate

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☒ Arbitration pursuant to Section 7.3 of this Master Agreement

PAGE 8

No Termination Fee in addition to Work Completed to date per Section 8.6

...

Licensing Fee would be equal to Total Licensing Fee proposed for the project.

...

See Attached List of Hourly Billing Rates. Exhibit "A"

Employee or Category

Rate (\$0.00)

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§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred plus 10% by the Architect and the Architect's consultants ~~plus percent (— %) of the expenses incurred consultants.~~

...

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-Five (45) 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.

...

% — 1% Per Month (12% Yearly Interest Rate)

PAGE 10

§ 11.1 This agreement shall be governed by the laws of the State of Montana, and all work shall be in compliance with the applicable building codes adopted by the Montana Building Standards Division at the time of performance plus the applicable sections of the National Fire Protection Association (NFPA) codes to include NFPA 101 and NFPA 1500 Chapter 10 (Facility Safety).

§ 11.2 To the extent deemed necessary by the Architect, the Architect shall employ architects, mechanical, electrical, structural, and civil engineers licensed as such in the State of Montana, and other such consultants necessary for the provision of services under this Agreement. All such consultants shall be paid by the Architect and shall have no claim against the Owner. The Architect is responsible for the performance of its consultants as it would be if it had rendered the services itself. The Architect shall supply the names and functions of all such consultants to the Owner for Owner's approval.

§ 11.3 The Architect shall designate a principal or a staff member as Project Manager. So long as the Project Manager performs in a manner acceptable to the Owner and remains in Architect's employ, the Project Manager shall remain in charge of all design and other services required under this Agreement unless a substitution mutually acceptable to the Owner and Architect is made. The Project Manager shall be available

for consultation, meetings, correspondence, telephone, conference, or video calls, and other such contacts with the Owner as needed for the successful completion of the Agreement and Service Orders.

§ 11.4 The Architect shall assist the Owner in fulfilling the requirements of the authorities and funding agencies whose interests bear on the design, cost, and construction of the Project.

§ 11.5 The Architect shall abide by all regulations imposed by authorities having jurisdiction of the Project.

§ 11.6 The Architect shall cooperate with all other professionals the Owner may employ for work, inspections, reviews, and/or certifications for the Project.

§ 11.7 The Architect shall review site surveys; existing record documents; seismic data; mechanical, geotechnical, and other test reports; environmental documents, and any other such available documentation to determine whether such data are sufficient for purposes of design or whether additional data are needed. If additional data or tests are needed, the Architect shall immediately notify the Owner.

§ 11.8 The Architect shall provide a structural design that meets or exceeds Essential Facility standards for a public fire station and is capable of withstanding projected maximum threats plus 20% from the following expected natural phenomenon hazards at the project site:

_____ Heavy rainfall
 _____ Hail
 _____ Lightning
 _____ Snow
 _____ Ice
 _____ High Winds
 _____ Subsidence
 _____ Radon
 _____ Earthquakes
 _____ Tornados
 _____ Floods
 _____ Wildland Fires and Blowing Embers

§ 11.9 When required, the Architect shall notify the Owner of items that require independent inspection, review, and/or certification by outside authorities. The Architect shall provide the Owner with the performance specifications for such items to be inspected, reviewed, or certified.

§ 11.10 The Architect will prepare Design and Bid Documents using Building Information Modeling (BIM) Software. The BIM Modeling will be prepared with a Level of Detail (LOD) of 250-300 per BIM Standards adopted by The American Institute of Architects.

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.2 — AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Master Agreement.)

.3 —
.2 Exhibits:

...

.4 — Other documents:
(List other documents, if any, forming part of the Master Agreement.)

Exhibit "A" – (ThinkOne Hourly Billing Rates)

PAGE 12

Justin Miller, Board Chair

(Printed name and title)

William A. Hanson, President

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

Hyalite Rural Fire District

ThinkOne Architects

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , 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 09:29:52 MT on 04/10/2024 under Order No. 4104245164 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B121™ – 2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders, other than those additions and deletions shown in the associated Additions and Deletions Report.

William A. Hanson
(Signed)

PRESIDENT
(Title)

APRIL 10, 2024
(Dated)

THINKONE ARCHITECTURE
2024 Billing Rates

<u>Position</u>	<u>Rate/Hour</u>
Principal – Project Manager	\$190
Staff Architect – Project Architect	\$160
Design Support Staff – AIT	\$120
Support Staff – Administrative	\$85



AIA Document B221™ – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number One made as of the Sixteenth day of April in the year Two Thousand Twenty-Four.
(In words, indicate day, month, and year.)

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

Hyalite Rural Fire District
4541 South 3rd Ave.
Bozeman, MT 59715

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

Taylor Architects PC dba ThinkOne Architects
101 East Main, Suite One
Bozeman, MT 59715

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

New Hyalite Rural Fire District Facility to be constructed on District Owned Property on Gooch Hill Road in Gallatin County.

THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the Sixteenth day of April in the year Two Thousand Twenty-Four.
(In words, indicate day, month, and year.)

form a Service Agreement.

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 provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B221™–2018, Standard Form of Master Agreement Between Owner and Architect

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	SERVICES UNDER THIS SERVICE ORDER
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	COMPENSATION
5	INSURANCE
6	PARTY REPRESENTATIVES
7	ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

Preliminary scope for this Service Order is primarily conceptual Design for a new Fire Station / Headquarters for the Hyalite Rural Fire District. The new facility is anticipated to be 10,000 to 12,000 SF of new construction along with all associated site work.

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

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

Basic Services to be provided under this service order to include Conceptual Design to identify overall project scope. Deliveries for this Service Order will be:

- Conceptual Site Plan Development
- Conceptual Building Floor Plan(s)
- Conceptual Building Elevations of Primary Building Facades. Depicting general material selections, detail, and color.
- Two Conceptual Renderings of the project for use in Bond Promotions.
- A Concept Level Master Project Cost Estimate reflecting conceptual level building costs, site development costs, design and soft costs, contingencies, and other direct project costs.
- Graphic Digital files will be delivered in formats as desired by the Owner includes JPEG, PDF, EPS, PSD, and TIFF.
- Multiple Graphic Floorplans and Elevations will be provided to the Owner as needed for fundraising efforts.

Init.

§ 2.1.2 Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

- Site Topographic Survey (TBD – At Cost If Needed)

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

Not established at this time.

- .2 Substantial Completion date:

Not established at this time.

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted)

See Attached Fee Proposal Letter (Exhibit "A") Dated March 14, 2024

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

Additional Services beyond scope identified in the fee proposal will be approved by the Owner prior to proceeding with the work. Additional Service effort will be negotiated with the Owner prior to proceeding.

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

Per Master Agreement

§ 4.4 When compensation identified in Section 4.1 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.

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:

(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

Per Master Agreement

Init.

§ 5.2 In addition to insurance requirements in the Master Agreement, the Architect shall carry the following types of insurance.

(List below any other insurance coverage to be provided by the Architect, not otherwise set forth in the Master Agreement, and any applicable limits.)

Coverage

Limits

Not Applicable

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:

(List name, address, and other information.)

Brian Nickolay, Fire Chief
Hyalite Rural Fire District
4541 South 3rd Ave.
Bozeman, MT 59715
(406) 586-3771 BNICKOLAY@HYALITE FIRE.ORG

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:

(List name, address, and other information.)

William A. Hanson, President
ThinkOne Architects
101 East Main, Suite One
Bozeman, MT 59715
(406) 586-7020

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

- .1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;
- .2 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

Exhibit "A" Fee Proposal Letter Dated March 14, 2024

- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of this Service Order.)

Documents referenced in the Master Agreement:

AIA Document A201-2017
AIA Document E203-2013
AIA Document G202-2013

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

OWNER (Signature)

Justin Miller – Board Chair
Hyalite Rural Fire District
(Row deleted)


ARCHITECT (Signature)

William A. Hanson, President
ThinkOne Architects

Init.

Additions and Deletions Report for AIA® Document B221™ – 2018

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 09:28:57 MT on 04/10/2024.

PAGE 1

SERVICE ORDER number One made as of the Sixteenth day of April in the year Two Thousand Twenty-Four.

...

Hyalite Rural Fire District
4541 South 3rd Ave.
Bozeman, MT 59715

...

Taylor Architects PC dba ThinkOne Architects
101 East Main, Suite One
Bozeman, MT 59715

...

New Hyalite Rural Fire District Facility to be constructed on District Owned Property on Gooch Hill Road in Gallatin County.

...

This Service Order, together with the Master Agreement between Owner and Architect dated the Sixteenth day of April in the year Two Thousand Twenty-Four.

PAGE 2

Preliminary scope for this Service Order is primarily conceptual Design for a new Fire Station / Headquarters for the Hyalite Rural Fire District. The new facility is anticipated to be 10,000 to 12,000 SF of new construction along with all associated site work.

...

Basic Services to be provided under this service order to include Conceptual Design to identify overall project scope. Deliveries for this Service Order will be:

- Conceptual Site Plan Development
- Conceptual Building Floor Plan(s)
- Conceptual Building Elevations of Primary Building Facades. Depicting general material selections, detail, and color.
- Two Conceptual Renderings of the project for use in Bond Promotions.
- A Concept Level Master Project Cost Estimate reflecting conceptual level building costs, site development costs, design and soft costs, contingencies, and other direct project costs.

- Graphic Digital files will be delivered in formats as desired by the Owner includes JPEG, PDF, EPS, PSD, and TIFF.
- Multiple Graphic Floorplans and Elevations will be provided to the Owner as needed for fundraising efforts.

PAGE 3

- Site Topographic Survey (TBD – At Cost If Needed)

...

Not established at this time.

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Not established at this time.

...

2 — Percentage Basis

— (Insert percentage value)

— () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 4.4.

3 — Other

— (Describe the method of compensation)

See Attached Fee Proposal Letter (Exhibit "A") Dated March 14, 2024

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Additional Services beyond scope identified in the fee proposal will be approved by the Owner prior to proceeding with the work. Additional Service effort will be negotiated with the Owner prior to proceeding.

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Per Master Agreement

...

Per Master Agreement

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Not Applicable

...

Brian Nickolay, Fire Chief
Hyalite Rural Fire District
4541 South 3rd Ave.
Bozeman, MT 59715
(406) 586-3771 BNICKOLAY@HYALITE FIRE.ORG

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William A. Hanson, President

ThinkOne Architects
101 East Main, Suite One
Bozeman, MT 59715
(406) 586-7020

...

Exhibit "A" Fee Proposal Letter Dated March 14, 2024

...

(List other documents, if any, including additional scopes of service forming part of this Service Order.)

Documents referenced in the Master Agreement:

AIA Document A201-2017
AIA Document E203-2013
AIA Document G202-2013

...

Justin Miller – Board Chair
Hyalite Rural Fire District
(Printed name and title)

William A. Hanson, President
ThinkOne Architects
(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , 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 09:28:57 MT on 04/10/2024 under Order No. 4104245164 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B221™ – 2018, Service Order for use with Master Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

William B. Hanson.
(Signed)

PRESIDENT
(Title)

APRIL 10, 2024
(Dated)



March 14, 2024

Brian Nickolay, Fire Chief
Hyalite Fire District
4541 South Third Avenue
Bozeman, Montana 59715

Re: Architectural Programming / Concept Design Proposal
Future Fire Station – Gooch Hill Property

Brian,

Thank you for your time yesterday to discuss your future plans for a new Fire Station at your Gooch Hill Road property. Very helpful to better understand your needs and the big picture in regards to future growth.

We understand the Hyalite Fire District Board is interested in pursuing a Programming and Concept Design study for a proposed new station. As we mentioned yesterday, we are currently providing this level of service for a couple of Fire Districts in the State of Montana and have a very good idea of the scope of effort you are requesting. Below is a brief description of what we see as typical components of this service:

1. Site Review and Flow Analysis - We will study the site for apparatus access, site flow, parking requirements, and general site development needs such as water service, sewer service, storm water, etc. We will prepare a concept level site plan showing the general layout with main access paths, site circulation, etc.
2. Building Program Document – We will meet with your team to analyze space needs and prepare a working program document identifying area square footage, support space requirements, circulation, etc. This will provide expected square footage for each programmed space as well as general efficiency factors for structure, circulation, etc. This will be road map we will use to develop initial concept floor plan studies.
3. Concept Level Floor Plan – Using the agreed to program document, we will develop concept floor plan studies for your team’s review. This will be an iterative process that typically takes 2-4 revisions to achieve an agreed to floor plan. The agreed to plan will be refined to be a presentation document for your bond effort.
4. Concept Level Building Elevations – We will develop concept level Building Elevations for your review and approval. This will be based on the agreed to floor plan, and will provide general descriptions of exterior finish materials, window placement, entry design, etc.

5. Concept Design Renderings – We will prepare 2-4 exterior renderings of the concept design to support your community education effort during the bond election. These will be computer generated images with some surrounding detail added to provide scale.
6. Concept Level Cost Estimating – For use to support your bond election we will prepare a Concept Level Master Cost Estimate for the project based on our recent experience with local fire operations facilities. We will work with you to determine timing for your bond election and add necessary escalation factors to build in contingency costs for inflation.

Typically, we would recommend a site topographic survey and geotechnical investigation be prepared at this early planning stage. Based on our discussions yesterday we understand a geotechnical report has been prepared for the site and would be made available to us. We may still recommend getting a site topographic survey done to verify boundaries and site conditions.

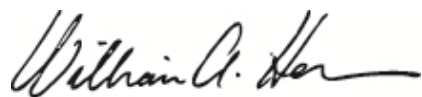
We also understand there has been some interest in preparation of a physical model of the concept design for use during bond education meetings. We have included costs for this work below as an additional service.

Our costs to provide the above scope of work is as follows:

- For work items 1-6 listed above: \$25,000 maximum fee (billed hourly not to exceed)
- Site topographic survey: Billed at direct cost (should be between \$3,000 - \$5,000)
- Prepare a physical building model: \$5,000 maximum cost (materials and labor – as needed)

We certainly appreciate this opportunity to present this proposal for Programming / Concept Design services. As you review this, please do not hesitate to give me a call with any questions.

Sincerely,



William Hanson, President
ThinkOne Architects



Hyalite Rural Fire District

Fire Chief's Report

April 2024

Prepared by: Fire Chief Brian Nickolay

1. The Hyalite Fire District responded to a total of 70 incidents in March 2024. This brings our calls for the year to date to 173.

- Total Calls March 2023 - 71
- Total Calls March 2022 - 40
- Total Calls March 2021 - 52
- Total Calls March 2020 - 40
- Total Calls March 2019 - 46

2. Our current roster is at 48 members (effective 4/1/2024).

- 1 Career Fire Chief
- 1 Career Assistant Fire Chief
- 3 Career Captains
- 5 Volunteer Captains
- 2 Volunteer Reserve Captains
- 1 Volunteer Lieutenants
- 9 Volunteer Firefighters
- 12 Volunteers Apprentice Firefighters
- 8 Volunteer Recruit Firefighters
- 2 Volunteer Recruit Driver/Operators
- 3 Volunteer Reserve Firefighters
- 1 Volunteer Reserve Driver/Operator

3. We are continuing to work on our overnight command coverage shortages. We are at 5 of our needed 7 volunteer captains. With one of our volunteer captains now on summer leave. We will be asking the board to consider an overtime budget for non-exempt paid captains to help us through the next fiscal year. Myself and Assistant Chief Dahlhauser are continuing to work extra to provide coverage at night where we lack volunteer availability. We have been paying overtime to our paid captains to provide overnight coverage if myself or Dahlhauser are unavailable. Overtime pay has been kept within what we budgeted for the fiscal year.

4. We currently have 6 resident firefighters living at the Sourdough Fire Station.

- Current Sourdough Residents -
 - Tyler Newell, Sophie Smith, Robert Bole, Allie Kuntz, Luke Maxwell, Riley Wilson

- We lost Jack Pemberton for summer leave as he has taken a seasonal job with the Four Mile Fire District in Colorado.
 - Sourdough resident firefighters continue to fill weekend shifts Friday 7pm – Monday 7am. With the reduced staffing of our Sourdough Resident Lieutenants, we have had non-resident leadership (Martin Blake and Ted Yewer) step up to fill weekend shifts.
5. We currently have 3 resident firefighters living at the Cottonwood Fire Station.
- Current Cottonwood Residents –
 - Brennan Lyle, Caitlin Fuego and Kate Brownell.
 - Kate Brownell is on light duty due to an injury unrelated to the fire department.
 - Cottonwood resident firefighters continue to fill weekday night shifts Monday – Thursday 7pm – 7am. Non-resident volunteers have stepped up to fill the open shifts when needed.
6. We currently have 2 resident renters at the Rae house.
- Current Rae Renters -
 - Steve Kerbel and Zale Filce
7. Non-resident volunteer firefighters continue to cover 6 hour shifts at the Sourdough Fire Station on Monday – Friday 7am – 7pm.
8. We continue our regular multi company fire and EMS training every Wednesday night and command training twice a month.
9. Our spring 2024 recruit firefighter academy is continuing. Captain Templeton is moving our eight recruit firefighters along through their training. The academy is expected to be completed around July 1st.
10. We had 12 of our firefighters attend the DNRC basic wildland fire class the weekend of April 6th and 7th. Captain Malone and myself assisted as instructors.
11. Assistant Chief Dahlhauser and Captain Malone provided patient triage and MCI training to several volunteer fire departments in western Gallatin County on April 9th.
12. We assisted the Central Valley Fire District with a grass fire on March 18th.
13. We assisted the Central Valley Fire District with a commercial structure fire on March 20th.
14. The fire district has been heavily involved with an EMS study going on in Gallatin County. The EMS Study is complete. I will give the board an overview report in May.
15. I am still on the Board of Directors with Montana State Fire Chiefs Association as a combination section director.

16. I am still on the Montana State Fire Chiefs Wildland Fire Committee.
17. I continue to sit on the board of the Gallatin County Fire Council as Vice President. I also continue to chair the Gallatin County Fire Council communications committee.
18. Assistant Chief Dahlhauser continues to chair the training committee with the Gallatin County Fire Council.
19. I am still a Gallatin County Deputy Fire Warden as well as a Gallatin County Deputy Emergency Managements Officer.
20. Our ambulance transport plan is complete and we are actively transporting patients to the hospital. Income has begun to come in from Pintler Billing for our transports
21. We had no firefighter injuries in the Month of March.
22. Engine 6-3 is currently out of service as Captain Prato waits on parts.