

AIA® Document B202™ – 2020

Standard Form of Architect's Services: Programming

for the following PROJECT:

(Name and location or address)

New Facility for Flathead Water Management Board
Phase One – Programing and Project Vision

THE OWNER:

(Name, legal status, and address)

Flathead Water Management Board
PO Box 37
Ronan, MT 59864
406.201.2532

THE ARCHITECT:

(Name, legal status, and address)

Loci Architecture + Design llc.
416 E. Broadway St
Missoula, MT 59802
406.493.0224

THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the day of in the year

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

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 PROGRAMMING SERVICES
- 3 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION
- 6 ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Agreement is based on the Initial Information set forth in this Section 1.1.

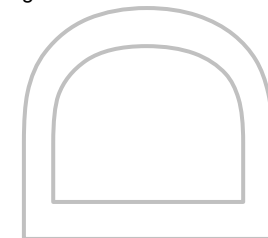
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

ADDITIONS AND DELETIONS:

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

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

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102™-2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with AIA Document G802™-2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ 1.1.1 The scope of Programming Services provided by the Architect is described in Article 2 and as follows:
(Describe the scope of Programming Services for the Project, as well as any future development, growth, and expansion projections.)

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

To be determined during the programming phase

§ 1.1.3 The Architect shall retain the following consultants:
(List name, discipline, address, and other information.)

It is not anticipated that consultants are needed for Phase One. If it is determined during this phase of work, these expenses will be billed as a reimbursable expense upon the approval of the owner. The following consultants will be retained:

WGM – Civil Engineer and Site Surveying

Morrison-Maierle - Mechanical, Electrical and Plumbing (MEP) Engineering

Apex Engineers – Structural Engineering

§ 1.1.4 The Owner's contractors and consultants that affect the Architect's Programming Services:
(List name, discipline, address, and other information.)

To be determined during the programming phase

§ 1.1.5 The Owner's budget for the Project:
(List the Owner's budget for the Project.)

To be determined during the programming phase

§ 1.1.6 The Owner's schedule for the Project:
(State the Owner's schedule for the Project.)

Phase One – Sept 30, 2025

§ 1.1.7 Other Initial Information on which the Architect's Programming Services are based:
(List below other information that will affect the Architect's performance of its Programming Services, such as authorized representatives and Owner confidentiality requirements.)

NA

§ 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.

ARTICLE 2 PROGRAMMING SERVICES

§ 2.1 Administration of Programming Services

§ 2.1.1 Programming Services consist of those services described in this Article 2 and include identifying, discussing, and prioritizing values, goals, and objectives to establish performance and design criteria for the Project. Services not set forth in this Article 2 are Supplemental or Additional Services.

§ 2.1.2 Based on the scale of the Project, the type of facilities, and the level of specialized functions that will be required, the Architect and Owner shall identify programming participants to be involved with the programming process, including participants from the Architect, the Architect's consultants, the Owner, the Owner's consultants, and users of the Project, as

well as other stakeholders.

§ 2.1.3 The Architect shall manage and administer the Programming Services. The Architect shall consult with the Owner, facilitate and attend Project meetings, and communicate with the programming participants.

§ 2.1.4 The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner 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 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.

§ 2.1.5 The Architect shall prepare, and periodically update, a schedule for Programming Services that identifies milestone dates for decisions required of the Owner, Programming Services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the programming schedule with the Owner's Project schedule.

§ 2.1.6 The Architect shall submit program documents to the Owner for evaluation and approval at intervals appropriate to the process. The Architect shall be entitled to rely on approvals received from the Owner to complete the Programming Services.

§ 2.2 Identification of Project Values, Goals, and Objectives

§ 2.2.1 Subject to the limits set forth in Section 3.2.3, the Architect shall facilitate a visioning session with the programming participants to identify, discuss, and prioritize values and goals for the Project, such as institutional purposes and growth, culture, technology, aesthetics, symbols, economics, environment, social, safety, sustainability, aspirations, and other relevant criteria.

§ 2.2.2 Following the visioning session, the Architect shall prepare and provide to the Owner a written evaluation of the prioritized values and goals for the Owner's review, confirmation, and approval.

§ 2.2.3 Following approval of the prioritized values and goals, the Architect, in conjunction with the Owner, shall identify and confirm the Owner's objectives for the Project.

§ 2.3 Information Gathering

§ 2.3.1 The Architect shall compile and review Project-related information, including the following:

- .1 Available data on existing facilities, land surveys, record documents, and other Owner documents, including existing program material and design and facility standards;
- .2 Relevant documents from authorities having jurisdiction over the Project, such as applicable codes, regulations, and ordinances;
- .3 Applicable non-governmental building and planning standards; and
- .4 Relevant historical documents and archival materials.

§ 2.3.2 The Architect shall identify the constraints and opportunities that may impact the Project, such as location, access, visibility, and site and building services.

§ 2.3.3 Subject to the limits set forth in Section 3.2.3, the Architect shall conduct interviews. In preparation for the interviews, the Architect shall:

- .1 assist the Owner in identifying individuals to be interviewed;
- .2 establish a work plan and schedule for the interviews;
- .3 determine the types of data that could impact the design of the Project; and
- .4 determine how interviews will relate to other information-gathering techniques, such as observations and surveys.

§ 2.3.4 If applicable, the Architect shall conduct a walkthrough of the Owner's existing facilities with the appropriate personnel, such as the Owner, property manager, or facility manager, and

- .1 prepare, if appropriate, a space inventory;
- .2 identify traffic and circulation patterns, use levels, and general adequacy of spaces to accommodate the users;

- and
- .3 prepare a written description, a graphic illustration, or both, that includes relevant criteria, such as space utilization data; area allowances; adjacencies; communication, technology, and security systems; and operating procedures.

§ 2.3.5 The Architect shall identify, in consultation with the Owner, similar facilities and operations for the programming participants to visit and observe for evaluation and comparison to the Project. Subject to the limits set forth in Section 3.2.3, the Architect shall visit the identified facilities and operations.

§ 2.3.6 The Architect shall facilitate meetings, as applicable, with programming participants to (1) review data obtained from information gathering activities; (2) consider and discuss design and planning issues, such as future growth and expansion projections; and (3) endeavor to achieve consensus as to how the values, goals, objectives, and information should influence the design of the Project.

§ 2.4 Data Analysis

§ 2.4.1 Based on the identified values, goals, objectives, and information gathered, the Architect shall develop performance and design criteria for the Project.

§ 2.4.2 The Architect shall make a preliminary determination of space requirements, space relationships, and circulation, and consider special requirements, such as aesthetics; ergonomics; flexibility; furniture, furnishings, and equipment (FF&E); lighting; sustainability; acoustics; surrounding environment; safety; security; and site information, as appropriate.

§ 2.4.3 The Architect shall identify unresolved programming issues, discuss them with the Owner, and recommend solutions for the Owner's approval prior to preparing the Architect's initial program document.

§ 2.5 Initial Program Document and Presentation

§ 2.5.1 BLANK

§ 2.5.2 Subject to the limits set forth in Section 3.2.3, the Architect shall present its initial program document to the programming participants, in a format approved by the Owner, and request the Owner's approval. Subject to the limits set forth in Section 3.2.3, the Architect shall make special presentations to individuals or groups not included as programming participants.

§ 2.6 Development of Final Program of Project Requirements

§ 2.6.1 Based on the Owner's approval of the initial program document, including the Owner's authorization of any adjustments, the Architect shall prepare the final program document for the Owner's approval.

§ 2.6.2 The Architect shall incorporate the Owner's design and facility standards and recommend Project standards, such as area allowances; space allocation; adjacencies; communication, technology, and security requirements; FF&E requirements; lighting; acoustics; and aesthetics.

§ 2.6.3 The Architect shall determine specific space requirements for the Project by

- .1 identifying required spaces;
- .2 establishing sizes and relationships;
- .3 establishing efficiency factors; and
- .4 documenting special requirements, such as structural, mechanical, electrical, lighting, acoustical, FF&E, technology, security, or site development.

§ 2.6.4 The Architect shall prepare a final program document detailing all items identified in Sections 2.6.1 through 2.6.3, incorporating written and graphic materials that may include

- .1 an executive summary;
- .2 documentation of the methodology used to develop the program;
- .3 value and goal statements;
- .4 relevant facts upon which the program was based;
- .5 relevant photo documentation of building features;

- .6 aspirational images;
- .7 conclusions derived from data analysis;
- .8 BLANK
- .9 BLANK
- .10 BLANK
- .11 space listings by function and size; and
- .12 space diagrams, as needed, to convey program information.

§ 2.6.5 The Architect shall review the Owner's budget and Project schedule and provide a preliminary opinion of the program with respect to the Owner's budget and Project schedule. The Architect's opinion of the budget shall be based on current area, volume, or other similar conceptual data.

ARTICLE 3 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 3.1 Supplemental Services

§ 3.1.1 In addition to the Programming Services described above, the Architect shall provide the following 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 5.2. 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 3.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or Not Applicable)
§ 3.1.1.1 Site requirements and project feasibility	Architect
§ 3.1.1.2 Site planning	Architect – after sept 30,2025
§ 3.1.1.3 Master planning	NA
§ 3.1.1.4 Preliminary design	Architect
§ 3.1.1.5 Cost estimating	Architect
§ 3.1.1.6 Project scheduling	Architect
§ 3.1.1.7 Market analysis	NA
§ 3.1.1.8 Detailed existing facility evaluation	NA
§ 3.1.1.9 Questionnaires and surveys	NA
§ 3.1.1.10 Existing FF&E inventory	NA
§ 3.1.1.11 FF&E programming services	NA
§ 3.1.1.12 Other Supplemental Services	NA

§ 3.1.2 Description of Supplemental Services

§ 3.1.2.1 A description of each Supplemental Service identified in Section 3.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit.)

See Exhibit A: Scope of Services

§ 3.1.2.2 A description of each Supplemental Service identified in Section 3.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the

exhibit.)

None

§ 3.2 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 3.2 shall entitle the Architect to compensation pursuant to Section 5.3 and an appropriate adjustment in the Architect's schedule.

§ 3.2.1 Upon recognizing the need to perform 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 Additional Services until the Architect receives the Owner's written authorization.

§ 3.2.2 Additional Services may be necessitated by circumstances such as (1) a change in the Initial Information; (2) changes in previous instructions or approvals given by the Owner; or (3) a material change in the Project including size, quality, complexity, or the Owner's schedule or budget.

§ 3.2.3 The Architect shall provide Programming 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) | sessions to determine values and goals |
| .2 | one | (1) | interviews for the purpose of gathering data |
| .3 | one | (1) | adjustments to the initial program document |
| .4 | one | (1) | presentations to programming participants |
| .5 | none | (0) | special presentations to individuals or groups not included as programming participants |
| .6 | one | (1) | facility visits pursuant to Section 2.3.5 |

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless specifically described in Articles 2 or 3, the services in this Article shall be provided by the Owner or the Owner's consultants.

§ 4.2 The Owner shall provide the Architect data and information necessary to complete the Programming Services, such as budget, schedule, design and facility standards, environmental criteria, and other design criteria.

§ 4.3 The Owner shall identify a representative authorized to act on the Owner's behalf to participate in the information gathering process, to facilitate the programming process, and to provide, in a timely manner, decisions made by the Owner.

§ 4.4 The Owner shall provide the Architect master plans, record drawings, surveys, and other data that pertain to each site or existing facility under consideration for development or redevelopment within the scope of this Agreement.

§ 4.5 The Owner shall provide access to the property, buildings, and personnel necessary for the Architect to complete the Programming Services.

§ 4.6 The Owner shall make the Owner's personnel available to the Architect, in a timely manner, to provide information to facilitate decision-making in accordance with the programming schedule.

ARTICLE 5 COMPENSATION

§ 5.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Programming Services described in Article 2 as follows:

(Insert amount of, or basis for, compensation.)

Not to exceed \$14,100 before 10% in-kind donation. Plus reimbursable expenses

§ 5.2 For the Architect's Supplemental Services designated in Section 3.1.1, the Owner shall compensate the Architect as follows:

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

§ 5.3 For Additional Services that may arise during the course of the Project, including those under Section 3.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Will be billed hourly upon approval of the owner

§ 5.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 5.2 or 5.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

ARTICLE 6 ATTACHMENTS AND EXHIBITS

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

(List other documents, if any, including any exhibits relied on in Section 3.1.)

See Exhibit A: Scope of Services



Luke Jackson aia | Sarah Ayers aia , csba
416 East Broadway | Missoula, MT 59802
luke@loci-arch.com | sarah@loci-arch.com
ph. 406.493.0224

proposal for architectural services

June 2, 2025

client info:	project summary:
Flathead Reservation Water Management Board Office of the Engineer Board of Directors email c/o emace@frwmb.gov	A two phased design process, the initial phase includes visioning, programming, preliminary building design and cost estimate, renderings, and site analysis to support seeking funds from the State and Confederated Salish and Kootenai Tribes during the next State legislative session. The second phase includes development of the preliminary design and overall project support through design and construction.

overview - Phase 1:

Visioning Building Programming

The first step is to develop a project vision and project/building program. This phase includes the following:

- We will meet with Board and Staff to develop a project vision. The project vision is the 'big idea' that defines the project and design goals. One vision session is typically required to define the vision, with Board and Staff present.
- We will visit your current facilities to review types of spaces being utilized, and conduct interviews with Staff to understand space needs, goals and desires.
- We will help you develop a building program and site area program to define total site area required to accommodate your facility.

Deliverable: vision synopsis, functional building and site program.

Preliminary Floor Plan, Renderings and Video

Using the building/site program and vision, we will develop preliminary site and building plans. After review and approval by the Board, we will develop up to (3) project images (renderings). If a video is helpful for funding or community support, we can produce a fly-around video for an additional fee.

Deliverable: Site plan, building floor plan(s), (3) project images and, if requested, a fly-around video.

Site Analysis

We understand that selecting a building site is required for the new facility; the project vision and building/site program will serve as the basis for evaluating potential sites. During site analysis, we will:

- Review site regulatory requirements, traffic conditions, access needs, and context to understand opportunities or concerns.

Deliverable: site analysis diagram and regulatory requirements synopsis.

Cost Estimate and Narrative

We will develop a preliminary project cost estimate that includes anticipated soft costs and site development costs to help define funding request needs. This will also include a project narrative outlining project overview, general information, applicable Code requirements, site considerations, sustainability/ building performance goals, building envelope considerations, structural, plumbing, HVAC, fire protection, electrical, and and special systems requirements and parameters.

Deliverable: project budget and narrative.

Funding Request Support

If necessary, we will attend up to (2) events to present the design to support obtaining funds to build the facility.

Design Fee

Our fees are based on estimated hours to complete each task and will be billed hourly with a fee cap. Estimated Architectural Fees to complete the work described above is \$14,100 plus reimbursables. Loci Architecture + Design will donate 10% of our fee to help support the project during the conceptual phase. Our fee cap, after donation, will be \$12,690. Loci Architecture + Design will track our time spent on the project and will forward invoices monthly for work completed. Additional services beyond those described above may be performed at the Owner's written request and billed at our hourly rates. Reimbursable expenses are estimated at \$730 for phase 1 work.

overview - Phase 2:

Schematic Design (SD) + Design Development (DD)

The first step in phase 2 is to re-visit the approved preliminary design, and incorporate changes required or requested after funding and a site are identified/secured. We will refine and revise the approved schematic design, add detail, incorporate changes requested, and review with the owner.

The DD phase includes the following steps:

- Revise drawings based on feedback from SD phase and review changes with the client.
- We will develop a preliminary outline specification identifying major materials, systems and their general quality level.
- Work with the owner to discuss and select General Contractor procurement methods. If applicable, we will support general contractor selection process.

Deliverable: Design Development drawing set and outline specification.

Construction Documents (CD)

With the approval of DD drawings and project scope, detailed construction documents will then be developed in accordance with International Building Code, Energy Code, and zoning requirements. Construction Documents outline the requirements for construction and serve as the basis of the owner-contractor construction contract.

The CD phase includes the following work:

- Revise drawings based on feedback from DD phase and review changes with the client.
- Coordinate drawings and specifications with project consultants.
- Refine and develop specifications and project manual.
- Work with the owner in the development and preparation of contractor procurement documents.

Deliverable: CD drawing set and specification for final pricing, permitting and construction.

Procurement, Permitting + Bidding

With the approval of Construction Documents, we will work with you to obtain contractor bids. We understand that you want to solicit multiple bids. The Procurement + Bidding phase includes the following work:

- Provide Construction Documents to prospective bidders and submit to the City or County for permitting.
- Respond to questions, interpretations and clarification that arise during the bidding and permitting phase.
- Determine a successful bid or proposal
- Award and prepare contracts for construction

Construction Administration (CA)

During Construction Administration, the Architect acts as the Owner's advocate by answering contractor questions, interpreting the Construction Documents, assisting with final material selections/colors, and reviewing pay applications. Although much of this work is done via email and phone, regular owner/Architect/Contractor meetings are anticipated over the duration of construction.

CA phase lasts for the duration of construction.

Design Fee

Design includes the following services:

- Full Architectural, Civil, Structural, Mechanical, Electrical, Plumbing, Fire Protection, and Special Systems design, construction documents, bidding, permitting, and construction administration services.
- Coordination of all design team services with owner-supplied equipment.

Consultants: Our fees include/exclude the following consultants:

- Surveyor, Civil Engineering, Structural, Mechanical, Electrical, Plumbing, and Special Systems Engineers - included in A|E Fees
- Geotechnical or other specialized consultants - not included in base fees

Our combined Architecture/Engineering fee for full service fees will be determined and finalized after the completion of Phase 1 work. We typically base our fees on estimated construction costs, but will work with you to understand your specific needs before proposing fees for these services.