

RESOLUTION NO. 4003


A RESOLUTION APPROVING A LETTER OF AGREEMENT FOR ARCHITECTURAL SERVICES BETWEEN THE CITY OF MILES CITY AND STEVENSON DESIGN, INC., FOR ARCHITECTURAL SERVICES RELATED TO DENTON FIELD PRESSBOX PROJECT.

WHEREAS, the City of Miles City and Stevenson Design, Inc., desire to enter into a Letter of Agreement for Architectural Services related to the design of the new Denton Field Pressbox located at Connor's Stadium, to include design development, construction documents and specifications, bidding assistance, and limited construction administration.

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:

1. The "Letter of Agreement for Architectural Services," attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by the Council;
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and to bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 22ND DAY OF NOVEMBER, 2016.


John Hollowell, Mayor

ATTEST:


Lorrie Pearce, City Clerk

**LETTER OF AGREEMENT
FOR
ARCHITECTURAL SERVICES**

CITY OF MILES CITY, Owner, of 17 South 8th Street; Miles City, MT 59301 (the Owner) agrees to employ STEVENSON DESIGN, INC of 909 Main Street; Miles City, MT 59301 (the Architect) on an Hourly Plus Expenses Basis for architectural services for the Denton Field Pressbox located at Connor's Stadium; Miles City, Montana. Services to be provided under the Agreement are limited to Design Development, Construction Documents and Specifications, Bidding Phase assistance, and limited Construction Administration.

Compensation for these services will be on an Hourly Plus Expenses Basis per the attached "Published Rates". Maximum cost of services not to exceed \$5,000 unless agreed to in writing as an addendum to this letter.

Services provided by the Architect under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by architects currently practicing under similar circumstances. The Architect shall provide assistance in complying with City and State requirements pertaining to permits, building codes and fire codes.

The Owner shall furnish land surveys, tests, inspections and reports, such as soils, structural, mechanical and chemical tests, tests for air and water pollution, and tests for hazardous materials as applicable to this project.

Since this agreement excludes construction phase services, the Owner agrees to waive any and all claims against the Architect that might be contributed to or caused by the Architect's full or partial exclusion from the construction phase. In the event the Owner or Contractor consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Architect; the Owner and Contractor agree to release the Architect from any liability arising from the construction, use or result of such changes.

Payment for services are due upon the date of the statement. Payments not made within ^{sixty 60}~~thirty 30~~ days of the statement date will bear interest at the Annual Percentage Rate of 12% APR from the statement date until paid.

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 will retain all common law, statutory and other reserved rights, including copyrights.

Mediation: Both the Owner and the Architect agree that any and all disputes between them arising out of or relating to this project will be submitted to mediation as a condition precedent to any other legal proceedings unless the parties mutually agree otherwise.

Subrogation: All parties agree to waive their rights of subrogation against one another with respect to any and all losses covered by the respective party's Insurance during and after construction.

Agreed Remedy: The Owner agrees that the total liability of Stevenson Design, Inc., their employees and consultants, to the Owner and anyone claiming by, through or under the Owner, for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the Architect's services, the Project or this contract from any cause or causes whatsoever, including but not limited to negligence, strict liability, breach of contract or breach of warranty shall not exceed fees paid for services.

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this agreement shall remain in full force and effect.


The limit of this agreement will be from January 01, 2016 to December 31, 2017. Architect's file #1505.

Agreement dated November 01, 2016 and AGREED TO BY:



Brandon Janshen, Secretary/Treasurer

11-3-16
Date



Owner Representative, City of Miles City

12-10-16
Date

END OF AGREEMENT



STEVENSON DESIGN, INC.

PUBLISHED RATES & REIMBURSABLE EXPENSES

Effective January 1, 2016

The following time and expense rates will apply to work performed on an **HOURLY PLUS EXPENSES** basis:

TIME:

Mike Stevenson, Principal	\$130/hr
Brandon Janshen, Project Architect	\$100/hr
Chad Sutter, Designer	\$80/hr
Mark Toennis, Construction & Design	\$75/hr
Clerical	\$50/hr

REIMBURSABLE EXPENSES:

Consultants (Engineers & Specialists)	Cost + 10%
Mileage	\$0.55/mile
Plotting, Printing, & Scanning	per Published Rates
Telephone, Postage, Meals, Transport, etc.	Cost



STEVENSON DESIGN, INC.

PUBLISHED PLOTTING, PRINTING, & SCANNING RATES

Effective January 1, 2016

PLOTTING COSTS:

COLOR PRINTS	Regular, Bond Paper	\$0.85/SQUARE FOOT
B&W PRINTS	Regular, Bond Paper	\$0.50/SQUARE FOOT
COLOR PRINTS	Poster Paper	\$1.00/SQUARE FOOT
B&W PRINTS	Poster Paper	\$0.60/SQUARE FOOT

\$20 MINIMUM

PRINTING COSTS:

COLOR PRINTS	8.5" x 11" Regular, Bond Paper	\$0.50/PAGE
COLOR PRINTS	11" x 17" Regular, Bond Paper	\$1.00/PAGE
COLOR PRINTS	8.5" x 11" Poster Paper	\$1.00/PAGE
B&W PRINTS	8.5" x 11" Regular, Bond Paper	\$0.15/PAGE
B&W PRINTS	11" x 17" Regular, Bond Paper	\$0.30/PAGE
B&W PRINTS	8.5" x 11" Poster Paper	\$0.50/PAGE

\$20 MINIMUM

SCANNING COSTS:

ALL NEW PRINTS	\$0.25/SQUARE FOOT
ALL OLD PRINTS	\$0.50/SQUARE FOOT
BURN TO DISK	\$5.00/DISK

\$20 MINIMUM

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