

RESOLUTION NO. 4220

A RESOLUTION APPROVING A STANDARD SHORT FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT, BETWEEN THE CITY AND JGA ARCHITECTS, ENGINEERING, PLANNERS, PC, FOR SERVICES RELATED TO THE MILES CITY FIRE AND RESCUE PRELIMINARY ARCHITECTURAL REPORT PAR

WHEREAS, the City of Miles City requires certain architectural services related to the completion of a Preliminary Architectural Report for the construction or renovation of a new Fire Hall for the City of Miles City;

AND WHEREAS, a selection committee reviewed a number of responses to the City's request for qualifications for said project;


AND WHEREAS, JGA Architects, Engineer, Planners, PC ("JGA") of Billings, Montana, was selected by said selection committee and has been recommended to the City Council for final approval;

AND WHEREAS, an agreement as to JGA's services in completing said PAR has been prepared by JGA and presented to the City;

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

1. The "Standard Short Form of Agreement Between Owner and Architect" between the City and JGA, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said document on behalf of the City of Miles City, and 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, AT A REGULAR MEETING THIS 11TH DAY OF DECEMBER, 2018.



John Hollowell, Mayor

ATTEST:



Lorrie Pearce, City Clerk

AIA[®] Document B105[™] – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 21st day of November in the year 2018
(In words, indicate day, month and year.)

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

City of Miles City Montana
17 South 8th Street
Miles City, Montana
59301

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

JGA Architects, Engineer, Planners, PC
3395 Gabel Road, Suite 100
Billings, Montana
59102

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

Miles City Fire and Rescue Preliminary Architectural Report PAR
Miles City, Montana
Fire Station Renovation

The Owner and Architect agree as follows.

(Paragraph Deleted)

The Architect will complete the following tasks:
Phase I Services Data Gathering and Conceptual Design:

1. The Architect will visit the site and complete data collection steps as a Preliminary Architectural Report (PAR) for the renovation of the Miles City Fire Station Building. The steps as follows:
 1. Collect and review existing building drawings
 2. Observe the existing facilities and provide a condition assessment document.
 3. Prepare base floor plan drawings of the existing facility
 4. The Architect will retain the services of a qualified hazardous building materials inspection company to review the existing facility. A summary report will be provided to the owner.
 5. The Architect will retain the services of a qualified Civil Engineering Consultant to provide a condition assessment of the existing site and utility systems. A summary report with recommendations and projected costs will be provided to the owner.
 6. The Architect will retain the services of a qualified Mechanical and Electrical Engineering Consultants to provide a condition assessment of the existing building mechanical and electrical systems. A summary report with recommendations and projected costs will be provided to

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.

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the owner.

7. The Architect will retain the services of a qualified Structural Engineer to assist in the new facility recommendations and cost model development.
2. The Architect will visit the site and complete visual base plan verifications of the main floor, and site
3. The Architect will meet with the Miles City Fire and Rescue Administrative Staff to develop a preliminary program for the spaces and functional needs of the department.
4. The Architect will develop a conceptual floor plan and cost model to document the needs of the Department. The Architect will then review and refine the plans and provide for Owner review and approval.
5. The Architect will assist the Fire and Rescue with a Community Forum seeking community input and to discuss and answer questions related to the project scope and costs
6. The Architect will refine floor plan documents to provide the Owner with a master plan of the expanded and renovated facility, and make recommendations for a phased re-development of the facility to accommodate both fire and rescue.
7. The Architect will assist the fire and rescue with a Community Forum Number 2 to discuss and answer questions related to the refined project scope and costs
8. The Architect will develop a final PAR document to capture the process and recommendations for the development of the New Facility

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. 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 Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

- Hazardous Building Materials identification and documentation as described above
- Civil Engineering Services as described above.
- Mechanical and Electrical Engineering services as described above.
- Structural Engineering services as described above.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

(Paragraph Deleted)

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the

Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

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

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.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Phase 1 PAR Services as outlined above:

1. Architectural review assessment and conceptual design - \$21,830.00
 2. Hazardous Building Materials review and assessment - \$ 2,816.00
 3. Civil Engineering review and assessment \$ 3,500.00
 4. Mechanical and Electrical review and assessment - \$ 8,690.00
 5. Structural Engineering review and cost development \$ 2,740.00
- Phase 1 Services Total \$39,576.00

The Owner shall pay the Architect an initial payment of Zero (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus fifteen percent (15 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid ninety (90) days after the invoice date shall bear interest from the date payment is due at the rate of eighteen percent (18 %) Annually , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond six (6) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

None

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



OWNER (Signature)

John Hollowell, Mayor
(Printed name and title)



ARCHITECT (Signature)

Terral D. Sukul, AIA, President
(Printed name, title, and license number, if required)