

**RESOLUTION NO. 4370**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A LETTER OF AGREEMENT FOR ARCHITECTURAL SERVICES WITH SDI ARCHITECTS + DESIGN FOR DEVELOPING DESIGN DOCUMENTS FOR ASSESSING OPTIONS FOR RELOCATING THE MILES CITY POLICE DEPARTMENT.**


*WHEREAS*, the City of Miles City desires to enter into a Letter of Agreement with “sdi architects + design” for developing design documents for assessing options for relocating the Miles City Police Department;

*AND WHEREAS* the obligations of the parties related thereto have been reduced to writing in the form of a Letter of Agreement;

**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 Job #202023,” 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 Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 22<sup>ND</sup> DAY of SEPTEMBER, 2020.**

  
\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:



Lorrie Pearce, City Clerk



**LETTER OF AGREEMENT  
FOR ARCHITECTURAL SERVICES  
JOB# 2020023**

**CITY OF MILES CITY**, care of John Hollowell, Mayor, 17 S. 8th St., Miles City, MT 59301 (CLIENT) agrees to employ **SDI ARCHITECTS + DESIGN**, 909 Main Street, Miles City, MT 59301 (ARCHITECT) on an Hourly Plus Expenses Basis for limited architectural services for *developing design documents for assessing options for relocating the Miles City Police Department.*

Compensation for these services will be on an HOURLY PLUS EXPENSES BASIS per the attached Published Rates. Once a better understanding of the project scope is determined, we can provide a Guaranteed Maximum Price for the Owner's budgeting purposes upon request.

**ARCHITECT CONTRACT PROVISIONS:**

- 1. CONTRACT** – These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Contract Provisions shall govern.
- 2. RIGHT OF ENTRY** – When entry to property is required for the ARCHITECT to perform its services, the CLIENT agrees to obtain legal right-of-entry on the property.
- 3. DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by the ARCHITECT are instruments of the ARCHITECT's service that shall remain the ARCHITECT's property. The CLIENT agrees not to use the ARCHITECT's generated documents for marketing purposes, for projects other than the project for which the documents were prepared by the ARCHITECT, or for future modifications to this project, without the ARCHITECT's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by the ARCHITECT will be at the CLIENT's sole risk and without liability to the ARCHITECT or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. The CLIENT shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the ARCHITECT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.
- 4. HAZARDOUS MATERIALS** – The scope of the ARCHITECT's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.
- 5. CONSTRUCTION PHASE SERVICES** – If the ARCHITECT performs any services during the construction phase of the project, the ARCHITECT shall not supervise, direct, or have control over Contractor's work. The ARCHITECT shall not have authority over or responsibility for the construction means, methods, techniques,

sequences or procedures or for safety precautions and programs in connection with the work performed by the Contractor. The ARCHITECT does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

If the CLIENT wishes to exclude construction phase services, the CLIENT 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 CLIENT 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 CLIENT and Contractor agree to release the ARCHITECT from any liability arising from the construction, use or result of such changes.

**6. STANDARD OF CARE** – The ARCHITECT and its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. CLIENT agrees that services provided will be rendered without any warranty, express or implied.

The ARCHITECT shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

**7. OPINION OF PROBABLE COSTS** – When required as part of its work, the ARCHITECT will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by the ARCHITECT hereunder will be made on the basis of the ARCHITECT's experience and qualifications and will represent the ARCHITECT's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that the ARCHITECT does not have control over the cost of labor, material, equipment, or services furnished by others or over

market conditions or contractors' methods of determining prices or performing the work.

**8. PAYMENT** – Payment for services are due upon the date of the statement. Payments not made within thirty (30) days of the statement date will bear interest at the Annual Percentage Rate of 12% APR from the statement date until paid.

**9. SUSPENSION OF WORK** – The CLIENT may, at any time, by written notice, suspend further work by the ARCHITECT. The CLIENT shall remain liable for, and shall promptly pay the ARCHITECT for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the CLIENT's behalf.

The CLIENT shall pay the ARCHITECT pursuant to the rates and charges set forth in the Proposal. The ARCHITECT will submit monthly invoices to CLIENT for services rendered and expenses incurred. If the CLIENT does not pay invoices within thirty (30) days of submission of invoice, the ARCHITECT may, upon written notice to the CLIENT, suspend further work until payments are brought current. The CLIENT agrees to indemnify and hold the ARCHITECT harmless from any claim or liability resulting from such suspension.

**10. LIABILITY** – To the fullest extent permitted by law, the total liability, in the aggregate, of the ARCHITECT and the ARCHITECT's officers, directors, employees, agents, and consultants to the CLIENT and anyone claiming by, through or under the CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the ARCHITECT's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by the ARCHITECT under this Agreement.

**11. MISCELLANEOUS**

**Governing Law:** The laws of the state in which the ARCHITECT office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

**Invalid Terms:** In the event any of these Contract Provisions are found to be illegal or unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue

in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

**Mediation:** The CLIENT and the ARCHITECT agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

**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.

**ARCHITECT Reliance:** The ARCHITECT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by the CLIENT, the CLIENT's consultants and contractors, and information from public records, without the need for independent verification.

The CLIENT 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.

**Certifications:** The ARCHITECT shall not be required to sign any documents, no matter by whom requested, that would result in the ARCHITECT's having to certify, guarantee, or warrant the existence of conditions that the ARCHITECT cannot ascertain.

**Third Parties:** 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 CLIENT or the ARCHITECT. The ARCHITECT's services hereunder are being performed solely for the benefit of the CLIENT, and no other entity shall have any claim against the ARCHITECT because of this Agreement or the ARCHITECT's performance of services hereunder.

**Consequential Damages:** Neither the CLIENT nor the ARCHITECT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

The limit of this agreement will be from the date listed below through December 31, 2020.

**Agreement dated August 31, 2020 and AGREED TO BY:**

  
\_\_\_\_\_  
Brandon Janshen, AIA (President/Owner)

08-31-2020  
Date

  
\_\_\_\_\_  
John Hollowell (Mayor)

9-22-2020  
Date



## PUBLISHED RATES & REIMBURSABLE EXPENSES

Effective January 01, 2020

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

### **TIME:**

Brandon Janshen, Principal Architect	\$115/hr
Mike Stevenson, Project Architect	\$130/hr
Chad Sutter, Project Designer	\$90/hr
Mark Toennis, Project Manager	\$85/hr
Jenna Janshen, Interior Designer	\$70/hr

### **REIMBURSABLE EXPENSES:**

Consultants (Engineers & Specialists)	Cost + 10%
Mileage	\$0.55/mile
Plotting, Printing, & Scanning (by SDI)	per Published Rates
Plotting, Printing, & Scanning (by others)	Cost + 10%
Postage	Cost + 10%



PUBLISHED PLOTTING, PRINTING, & SCANNING RATES

Effective January 01, 2020

**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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