

RESOLUTION NO. 4552

A RESOLUTION APPROVING A SERVICE ORDER BETWEEN THE CITY OF MILES CITY AND JGA ARCHITECTS PERTAINING TO THE CONSTRUCTION OF THE NEW CITY FIRE HALL AND AMBULANCE FACILITY.


WHEREAS, the City of Miles City has engaged JGA Architects PC to provide services related to the construction of the new Miles City Fire and Rescue fire hall and ambulance facility;

AND WHEREAS, the parties have negotiated a Service Order covering fees and services related to said services;

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

1. The "Service Order" 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 27TH DAY OF FEBRUARY, 2024.


~~John Hollowell~~, Mayor
Dwayne Andrews

ATTEST:


Mary Rowe, City Clerk

 **Document B221™ – 2018**

Service Order for use with *Master Agreement Between Owner and Architect*

SERVICE ORDER number 01 made as of the twenty-fifth day of January in the year
Twenty-twenty-four
(In words, indicate day, month, and year.)

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

City of Miles City Owner
17 South 8th, P.O. Box 910

Miles City, Montana
59301-0910

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

JGA Architects, PC
3333 2nd Avenue North, Suite 160
Billings, Montana
59101

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

City of Miles City -- Open Ended Services Agreement
Miles City, Montana
New Fire and Ambulance Facility

THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect
dated the tenth day of May in the year Twenty-twenty-one
(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 B121™-2018, Standard Form of Master Agreement Between Owner and Architect

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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.)

This service order shall provide for Part 2 Implementation Services based on the Architects completion of Preliminary Architectural Report, PAR- Programming, Planning, and Conceptual Design Services for the development of a new Fire and Ambulance Facility to be constructed on City Property located in Miles City, Montana. Part 2 Implementation Services to include Schematic Design, Design Development, Construction Documents, Bidding and Construction period Services, including assisting in the selection of and coordination with a Project Construction Manager at Risk. The Architect shall provide oversight of all Construction Manager at Risk Payment requests and requested changes in the contract price including the use of project contingency funds.

§ 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 by mutual agreement and written authorization. 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.)

Time and reimbursable expenses not to exceed amounts detailed below without mutual agreement and written authorization by the owner's authorized representative.

§ 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.)

to be determined based on project specific needs

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

Init.

of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

July 2024

- .2 Substantial Completion date:

August 2025

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)

Part 2 Services – Four-hundred fifteen thousand-nine hundred-ninety-nine dollars - \$415,999.00
(see attached JGA Architects Fee Development worksheet)

- .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)

§ 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.)

Per Master Agreement

§ 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.)

six thousand nine hundred ninety-three dollars, \$6,933.00

§ 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

§ 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
Per Master Agreement	

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.)

Eddy Kanduch, Interim Fire Chief
Miles City Fire and Ambulance
2800 Main Street
Miles City, Montana 59301
Office (406) 234-2235, Cell (406) 544-9811

§ 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.)

Terral D. Sukut, AIA
JGA Architects, PC
3333 2nd Avenue North
Suite 160
Billings, Montana, 59101
Office 406-245-6363, Cell 406-855-7551

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.)

JGA Project Fee Work Sheet

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

None

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

OWNER (Signature)

John Hollowell Mayor, City of Miles City
(Printed name and title)



ARCHITECT (Signature)

Terral D. Sukut, AIA President/Project Manager
(Printed name, title, and license number, if required)

JGA PROJECT FEE WORKSHEET

PROJECT NUMBER	JGA 23-1822
PROJECT NAME	Miles City Fire and Rescue - Miles City, Montana
OWNER NAME	City of Miles City
OWNER ADDRESS	2800 Main Street, Miles City, Mt.
OWNER PHONE/FAX	406-853-2956
OWNER CONTACT	Eddy Kanduch, Interim Fire Chief
E-MAIL	ekanduch@milescity-mt.org



Miles City Fire and Rescue - Miles City,
Montana



JGA 23-1822

SUMMARY

	PROJECT MANAGER	PROJECT ARCHITECT / PROJECT COORDINATOR	CONSTRUCTION ADMIN	ARCHITECT	AIT	DRAFTER	PLANNER	INTERIOR DESIGNER	CLERICAL	TOTAL HOURS	FEE	SITE VISITS
RESEARCH	16	0	0	0	0	0	0	0	0	16	\$ 2,560.00	2
PROGRAM DOCUMENT	0	0	0	0	0	0	0	0	0	0	\$ -	0
MASTER/FACILITY PLAN	0	0	0	0	0	0	0	0	0	0	\$ -	0
CONCEPTUAL DESIGN	0	0	0	0	0	0	0	0	0	0	\$ -	0
SCHEMATIC DESIGN / DESIGN DEVELOPMENT	34	0	0	0	0	0	0	0	0	34	\$ 5,440.00	1
CONSTRUCTION DOCUMENTS	71	0	0	0	0	0	0	0	0	71	\$ 11,360.00	2
BIDDING	16	0	0	0	0	0	0	0	0	16	\$ 2,560.00	2
CONSTRUCTION ADMINISTRATION	128	0	0	0	0	0	0	0	0	128	\$ 20,480.00	20
CLOSE OUT & WARRANTY	16	0	0	0	0	0	0	0	0	16	\$ 2,560.00	1
INTERIOR DESIGN	0	0	0	0	0	0	0	0	0	0	\$ -	0
TOTAL HOURS	281	0	0	0	0	0	0	0	0	281	\$ 44,960.00	28
JGA FEES											\$ 6,933.09	
JGA REIMBURSABLES											\$ 51,893.09	28
JGA TOTAL											\$ 62,640.00	6
CIVIL FEES											\$ 35,640.00	2
STRUCTURAL FEES											\$ 95,040.00	6
M&E FEES											\$ 164,354.40	20
OTHER CONSULTANT - A											\$ 6,696.00	1
OTHER CONSULTANT - B											\$ 6,668.51	1
OTHER CONSULTANT - C											\$ 371,038.91	36
CONSULTANTS TOTAL											\$ 415,998.91	
PROJECT FEES											\$ 6,933.09	
PROJECT REIMBURSABLES											\$ 422,932.00	
PROJECT TOTAL											\$ 422,932.00	