



LETTER OF AGREEMENT #2 FOR ARCHITECTURAL SERVICES JOB# 2025026

CITY OF MILES CITY, care of Dwayne Andrews, Mayor, 17 S. 8th St., Miles City, MT 59301 (CLIENT) agrees to employ **SDI ARCHITECTS + DESIGN**, 909 Main Street, Miles City, MT 59301 (ARCHITECT) for limited architectural services for ***designing the necessary structural and roof repairs at the Connors Stadium Grandstands.***

Compensation for these services will be set at a FIXED FEE of \$18,500.00 which includes all time/expense and billing to-date.

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Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement.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 warranties or guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services.

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.

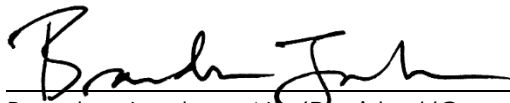
Certifications: The ARCHITECT shall not be required to sign any documents, no matter by whom requested, that would result in the ARCHITECT's having to certify, guarantee, or warrant the existence of conditions that the ARCHITECT cannot ascertain.

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, 2026.

Agreement dated August 13, 2025 and AGREED TO BY:



Brandon Janshen, AIA (President/Owner)

8/13/2025

Date

Dwayne Andrews (Mayor)

Date



PUBLISHED RATES & REIMBURSABLE EXPENSES

Effective January 01, 2025

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

TIME:

Principal Architect	\$160/hr
Project Architect	\$130/hr
Project Manager	\$115/hr
Interior Designer	\$95/hr
Intern Architect	\$80/hr
Design Support Services	\$80/hr
Clerical/Other	\$60/hr
Legal/Expert Witness	\$300/hr
Facility Assessments	hourly w/ \$1,000 minimum
Residential Projects (REMODEL/ADDITION)	hourly w/ \$2,000 minimum
Residential Projects (NEW)	hourly w/ \$4,000 minimum
Commercial Projects (SMALL/REMODEL/ADDITION)	hourly w/ \$4,000 minimum
Commercial Projects (NEW)	hourly w/ \$10,000 minimum

REIMBURSABLE EXPENSES:

Consultants (Engineers & Specialists)	Cost + 10%
Mileage	\$0.80/mile
Plotting, Printing, & Scanning (by SDI)	see Printing & Scanning Costs
Plotting, Printing, & Scanning (by others)	Cost + 10%
Postage	Cost + 10%

3-D Camera Deliverables

3-D Camera Downloads	Cost + 10%
0 – 2,499 SF area	hourly + \$200
2,500 – 4,999 SF area	hourly + \$250
5,000 – 9,999 SF area	hourly + \$300
10,000+ SF area	hourly + \$600
Online hosting of 3-D walk-throughs	\$100/month

August 4, 2025

SDI Architects
Miles City, MT
59301

Attn: Brandon Janshen

RE: Miles City Grandstands – Column Repair

Brandon,

On 7/30/25, at your request, I met with you at the Connors Stadium Grandstands in Miles City, MT. The purpose of my visit was to observe the condition of the existing posts in order to provide recommendations for repair. The large diameter wood posts which currently support the roof over the grandstands have rotted significantly. These posts have been exposed to moisture for decades and are deteriorating as a result. You mentioned that there was a report done in 2015 which had called for the posts to be replaced and that the City was ready to move forward with that recommendation.

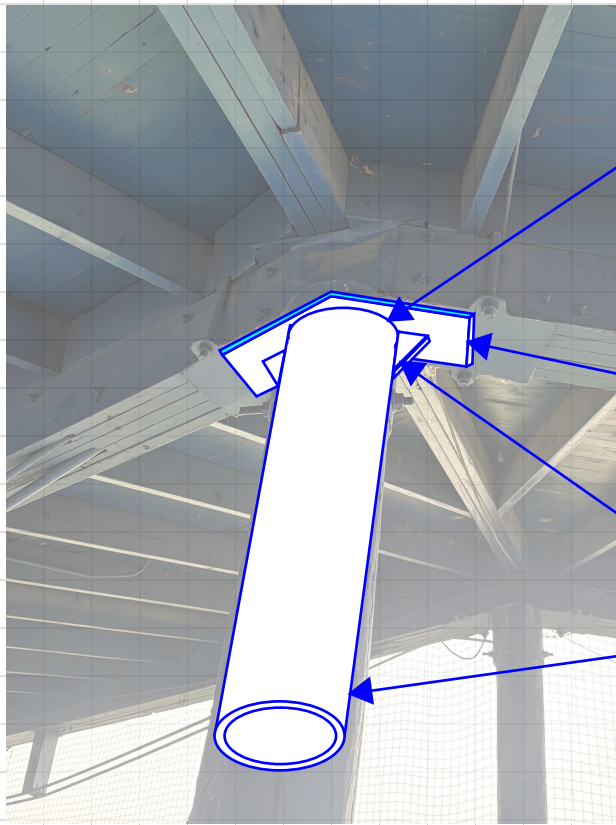
While on-site I also noted instability in the existing “Queen Post” girder trusses. This inverted truss is composed of a built-up wood compression top chord and a double steel rod tension bottom chord. The top and bottom chords are separated by Queen Posts. When I asked what was attaching the tension ties to the Queen Posts, I was told that there was no mechanical attachment. On the north center truss one of the tension rods had slipped off the Queen Posts and had gone slack.

While on-site we discussed possible repair solutions for the full height columns as well as the Queen Posts in the trusses. For the full height columns, we determined that an approach using smaller diameter steel posts bearing on bases set within the existing piers would be optimal in terms of ease of construction and strength. I’ve illustrated the type of details that I have in mind on the following pages. We also discussed adding stability to the roof by replacing the wood Queen Posts with steel tubes. These tubes could be welded to the existing tensions ties and braced laterally to the existing roof joists (see attached detail).

You also requested that we provide an estimate for the cost of these repairs. This type of job is difficult for us to estimate because of the amount of labor involved. Installation of temporary shoring, field welding, and erection of steel in Miles City are hard to pin down. We would estimate the repair costs to be around \$35,000. However, we would recommend consulting with an experienced General Contractor to get a more accurate estimate.

Thanks for reaching out to us for this preliminary assessment and design. Please let us know if you would like us to proceed with analyzing these structural elements and finalizing our design.

Respectfully,
Matt Krivonen, P.E.
Senior Principal



CUT AWAY EXISTING
METAL PIPE AND GRIND
SMOOTH TO FACE OF
EXISTING BEARING PLATE

CAP PLATE 5/8"
WELDED ALL
AROUND TO
EXISTING BEARING
PLATE

GUSSET PL 3/8
BOTH SIDES OF
PIPE COL.

PIPE COL.

NEW COLUMN CAP IDEA

PIPE COL.

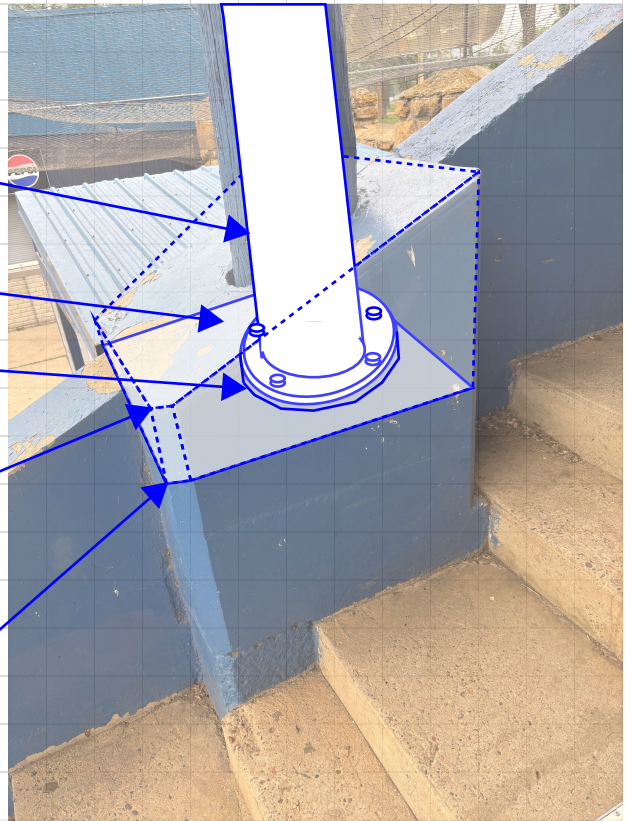
BASE
PLATE

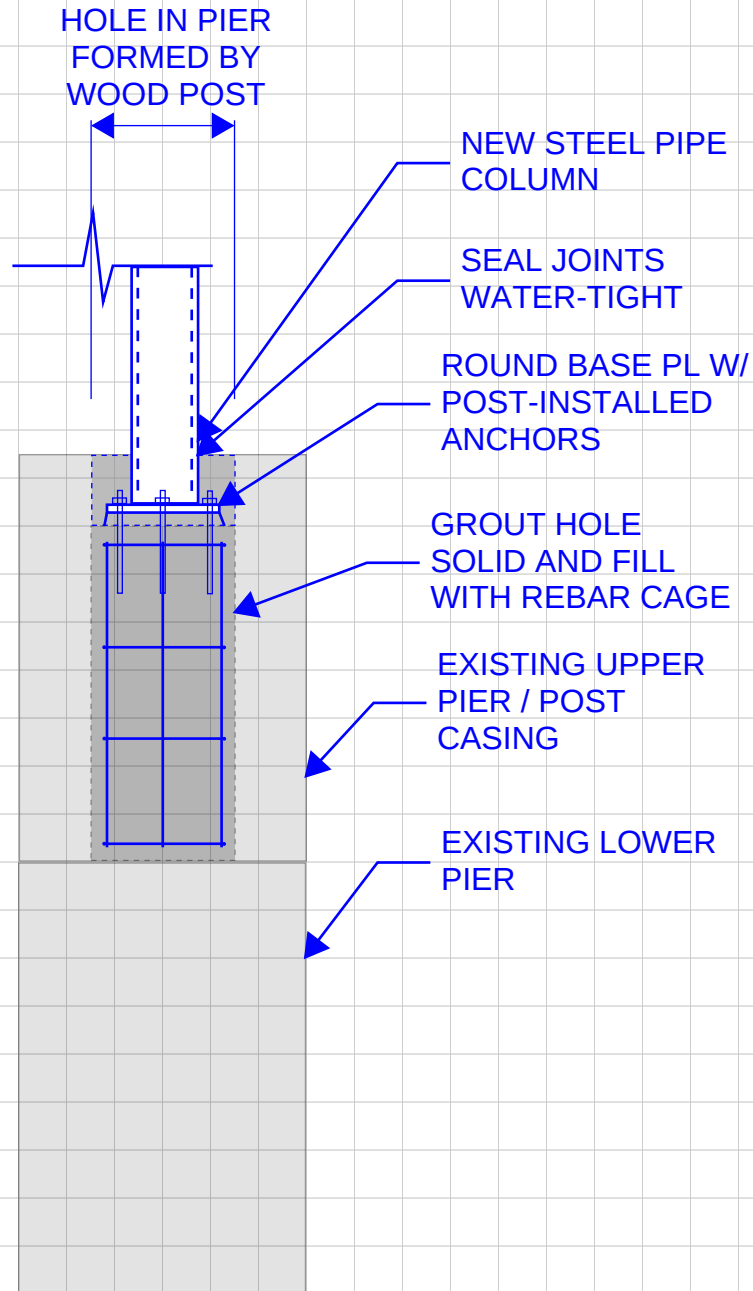
1 1/2" OF NON-SHRINK
LEVELING GROUT

RE-FORM TOP OF
CONCRETE PIER
AND SEAL

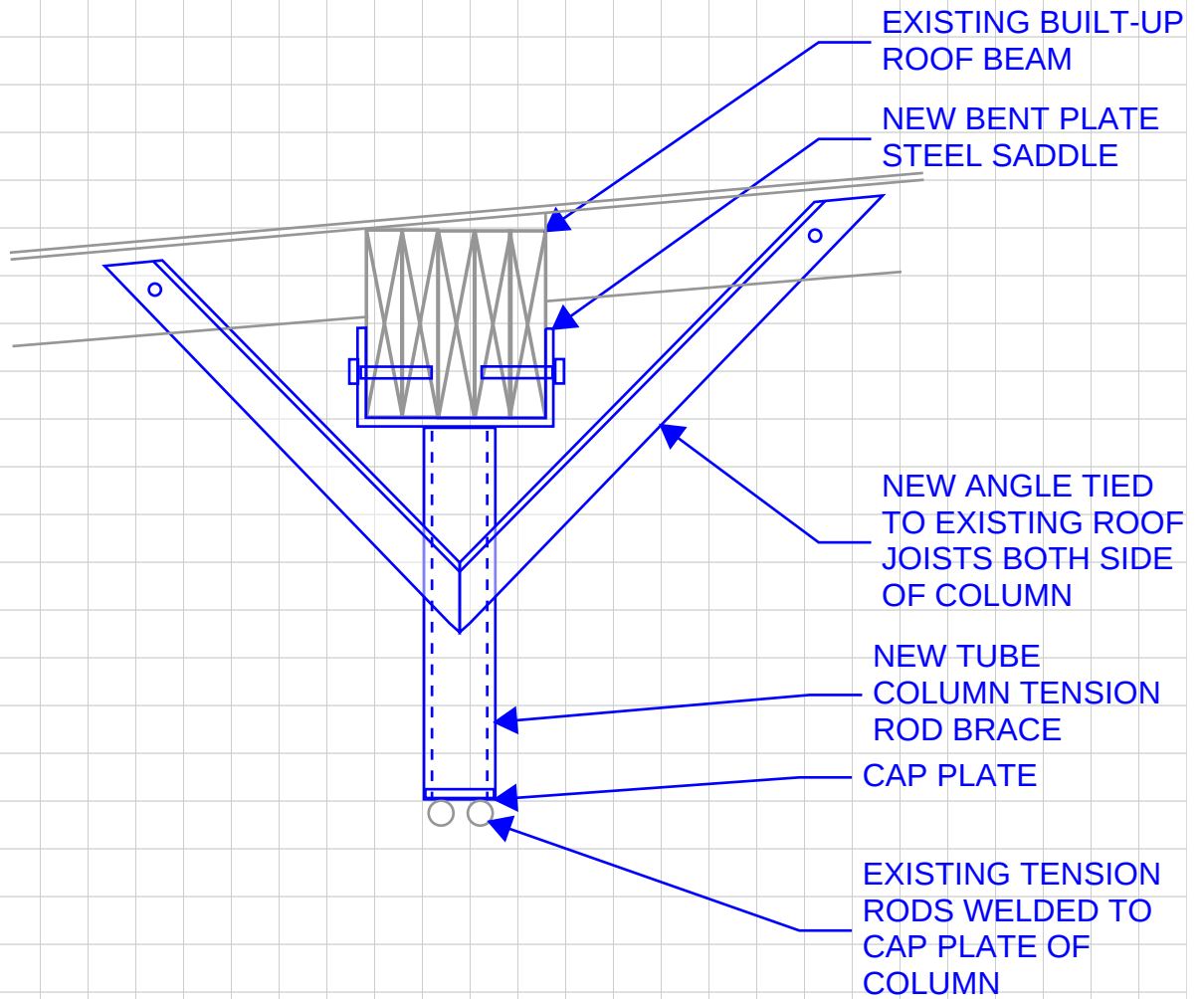
CUT EXISTING
CONCRETE PIER
DOWN @ LEAST 8"
FROM TOP OF
CURRENT PIER

NEW COLUMN BASE IDEA





NEW COLUMN BASE IDEA



Schematic Design
BASE BID SUMMARY

8/14/2025

Connors Stadium Grandstands
SDI# 2025026

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
ROOF STRUCTURE REPAIRS	1	I.S.	47,400.00	47,400
Subtotal Cost				47,400
Contractor Profit			8.0%	3,792
Contractor General Conditions			7.0%	3,318
Bonds & Insurance			2.0%	948
Estimate Contingency			5.0%	2,370
Location/Inflation Factor (Miles City)			10.0%	4,740
Current Economy Factor			20.0%	9,480
A/E Estimate Contingency			5.0%	2,370
	PROBABLE BASE BID COST.....			74,418
Owner Provided:				
A/E Fees			FIXED	18,500
Advertising			Allowance	600
Plan Review & Permits			0.6%	447
Printing (Included in A/E Fees)			Allowance	0
Construction Contingency			10.0%	7,442
	PROBABLE PROJECT COST.....			101,406

BUILDING

8/14/2025

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
Div 2 Demolition:				
Remove Columns & Temporary Shoring	8	ea.	500.00	4,000
Remove Tension Rod Posts	3	ea.	150.00	450
Remove Fascia	335	l.f.	2.50	838
Landfill Fees & Hauling	1	l.s.	250.00	250
Div 3 Concrete				
Grout/Fill Column Bases	8	ea.	250.00	2,000
Div 5 Metals				
New Columns	8	ea.	3,500.00	28,000
Remove Tension Rod Posts	3	ea.	350.00	1,050
Div 6 Woods, Plastics, & Composites:				
New Fascia	335	l.f.	7.50	2,513
Div 7 Thermal & Moisture Protection:				
New Fascia Metal	830	l.f.	10.00	8,300
Div 9 Finishes:				
Paint Allowance (By Owner / Volunteers)	1	l.s.	0.00	0
Subtotal Cost				47,400