

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of ____, 20__, by and between the **CITY OF MISSOULA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman St., Missoula, MT 59802, referred to here as “City,” and A&E Design, whose principal place of business is located at 222 N. Higgins Ave _____, Missoula, MT 59802 __, hereinafter referred to as “Contractor.”

RECITALS

WHEREAS, the City desires to utilize Contractor to furnish independent services in connection with space needs and alternatives analysis and architectural design relative to the Missoula Police Department and connected City space issues; and

WHEREAS, Contractor has represented to the City that Contractor has the necessary expertise to furnish said services and has available to Contractor the necessary staff and resources to perform the independent services in a timely manner consistent with the nature of the project.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **Purpose:** City desires to have Contractor help the City assess the functionality of existing police facilities against current and projected need. Phases I and II of the project will assess current and future Missoula Police Department (MPD) space needs and evaluate the costs and benefits of alternative solutions. The project will include, among other things, analysis of MPD’s structure and its implications for space needs; training needs; the potential for collaboration with other public safety entities; and consideration of new construction and/or adaptation of existing City-owned structures to meet identified needs.
2. **Effective Date:** This Agreement is effective upon the date of its execution by both parties and will terminate on the 30th day of May, 2024, or upon 30 days’ notice by the City to Contractor of its desire to terminate the Agreement by giving such notice to Contractor’s designated liaison identified below.
3. **Scope of Work:**
 - a. Contractor will perform the work and provide the services in accordance with the requirements of the Scope of Services attached here to as Exhibit A; and
 - b. If authorized in writing as provided in this subsection, Contractor shall also furnish additional services. To the extent additional services have been identified at the time of executing this Agreement, they are itemized in Exhibit A and will be paid for by City as indicated in Section 4. As further additional services are requested of Contractor, this Agreement may be modified and subject to mutual consent by execution of an addendum by authorized representatives of both parties, setting forth the additional scope of services, their performance time schedule, and the compensation for such services.

4. **Payment:**

a. City agrees to pay Contractor for services outlined in Exhibit A on a monthly basis based on the hours worked and the hourly rates laid out in Exhibit B – Compensation up to a total amount not to exceed \$95,000. Contractor shall be compensated for additional services authorized pursuant to Section 3.b. above, which have not been identified at the time of executing this Agreement as more particularly described in a fully approved and executed addendum to this Agreement. Payment for work beyond that described in Exhibit A or as contained in a fully approved and executed addendum to this Agreement is expressly denied without prior written authorization from City. Such authorization must include signature of the Mayor.

b. Contractor shall submit monthly statements for basic and additional services rendered. City shall pay Contractor within 30 days of receipt of an itemized invoice for the services rendered or shall notify Contractor of any dispute by City concerning the performance of any services and the basis therefore and shall pay Contractor within thirty days for the services not in dispute. If any items are disputed by City, Contractor and representatives of City shall meet and confer regarding the disputed items within ten business days after City notifies Contractor of the services in dispute. City shall pay for any disputed services for which the dispute has been resolved to the satisfaction of the City within thirty days after such resolution.

5. **Independent Contractor Status:** The parties agree that Consultant, is an independent contractor for purposes of this agreement and the parties agree that Consultant is and shall be an independent contractor when performing services pursuant to this agreement. Consultant is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

Consultant shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Consultant shall maintain workers' compensation coverage for all members and employees of Consultant's business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

6. **Indemnity and Insurance:** For other than professional services rendered, to the fullest extent permitted by law, Consultant agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property

damage, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or Consultant's agents or employees.

For the professional services rendered, to the fullest extent permitted by law, Consultant agrees to indemnify and hold the City harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or willful misconduct of the Consultant or Consultant's agents or employees.

For this purpose, Consultant shall provide City with proof of Consultant's liability insurance issued by a reliable company or companies for personal injury and property damage in amounts not less than as follows:

- Workers' Compensation—statutory
- Commercial General Liability—\$1,000,000 per occurrence; \$2,000,000 annual aggregate
- Automobile Liability—\$1,000,000 property damage/bodily injury; \$2,000,000 annual aggregate
- Professional Errors and Omissions Liability—\$1,000,000 per claim; \$2,000,000 annual aggregate

City shall be included or named as an additional or named insured on the Commercial General and Automobile Liability policies. The insurance must be in a form suitable to City.

7. Professional Service: Consultant agrees that all services and work performed under this agreement will be accomplished in a professional manner, in accordance with the accepted standards of Contractor's profession.

8. Compliance with Laws: Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations.

9. Nondiscrimination and Affirmative Action: Consultant agrees and shall comply with the following Non-Discrimination and Affirmative Action policies:

NON-DISCRIMINATION. All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation, or gender identity/expression, except where these criteria are reasonable bona fide occupational qualifications.

AFFIRMATIVE ACTION POLICY. Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of

Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, sexual orientation, gender identity or expression, or marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.

10. Default and Termination: If either party fails to comply with any condition of this agreement at the time or in the manner provided for, the other party, at its option, may terminate this agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this agreement.

11. Modification and Assignability: This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written agreement, may be considered valid or binding. This agreement may not be enlarged, modified or altered except by written amendment signed by

both parties hereto. The Consultant may not subcontract or assign Consultant's rights, including the right to compensation or duties arising under this agreement, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this agreement.

12. Ownership and Publication of Materials: All reports, information, data, and other materials prepared by the Consultant pursuant to this agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

13. Liaison: designated liaison with Contractor is Paul Filicetti, AIA, Associate _____, and Contractor's designated liaison with City is John Adams, Special Projects Administrator.

14. Previous Agreements: This Agreement constitutes the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof. There are no promises, terms, conditions, or obligations, other than contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

15. Applicability: This agreement and any extensions of it shall be governed and construed in accordance with the laws of the State of Montana.

WITNESS, the parties here have executed this instrument the day and year first above written.

CONSULTANT:
A&E Design, Missoula, Montana

MAYOR
City of Missoula, Montana

Chris Martison, AIA, Principal

John Engen

ATTEST:

APPROVED AS TO FORM:

Martha L. Rehbein, CMC, City Clerk

Jim Nugent, City Attorney

(SEAL)



Missoula Police Facilities Planning

Scope of Services

06 | 10 | 22



create **impact.**

Introduction

This proposed scope of services is made as of

Date: June xx, 2022

Between: **A&E Design, Inc.**
222 N Higgins
Missoula, MT 59801

Contact: Chris Martison
Principal

Phone: 406-721-5643

Email: cmartison@ae.desing

And: **City of Missoula**
435 Ryman Street
Missoula, MT 59802

Contact: John Adams
Strategic Projects Administrator

Phone: 406-552-6397

Email: jadams@ci.missoula.mt.us

For the following Project: Missoula Police Department Facilities Planning
A&E Job No. 22061.00

Project Team / Consultants

The work of this project includes the following Project Team:

Architecture	A&E Design
Public Safety Architect	Architects Design Group (ADG)
Security / Technology Designer	ADG
Mechanical	JM Engineering
Electrical	JM Engineering
Structural	DCI Engineers
Civil	WGM Group
Landscape	WGM Group
Transportation	WGM Group
City Representative	John Adams, CPDI, Brownfields Administrator

Missoula Police Facilities Planning Project Goals

1. City desires to have A&E Design assist the City assess the functionality of existing police facilities against current and projected need. Phases I and Phase II of the project will assess current and future Missoula Police Department (MPD) space needs and evaluate the costs and benefits of alternative solutions.
2. The project will include, among other things, analysis of MPD's structure and its implications for space needs; training needs; the potential for collaboration with other public safety entities; and consideration of new construction and/or adaptation of existing City-owned structures to meet identified needs.
3. Phase III, not included in the scope of services, shall move the Conceptual Design and Phased Development planning developed in Phase II to Construction Documents.

Scope of Services

Phase 1 Assessment – July 21, 2022 through February 21, 2023

- a. Pre-planning
- b. Existing Facilities Analysis - City Hall and Catlin Street
- c. Assess functionality of existing facilities against current / future functional needs
- d. Master Planning current and future MPD space needs
- e. Optimize Locations / Site Analysis
- f. Technology Assessment
- g. Space Needs / Training Needs / Fleet Needs Analysis
- h. Transportation and Transit Analysis
- i. Response Time and Efficacy
- j. Preliminary Project Costs (Cost-Benefit Analysis / Life-Cycle Cost Analysis / Phased Development
- k. Project Presentations / Coordination

Phase 2 Concept Design – July 21, 2022 through February 21, 2023

- a. Alternative Analysis / Preferred Alternative(s) / Multiple Sites
- b. Concept Design Services
- c. Financial Analysis – Phased Development / Project Cost Estimates
- d. Presentation Documents, Renderings, Models, and Drawings
- e. Final Documentation and Project Summary
- f. Project Presentations / Coordination

1. Phase 1 – Assessment

Existing Facilities Condition Assessment – Kick-off Meeting In-Person Meeting #1

- a. Initial project kick-off meeting and review
- b. Facilities tours
- c. Pre-programming meeting(s)
- d. Detail report of condition of existing facilities and existing spatial needs.
- e. Summarize a written report, including photographic documentation of conditions, notes, and observations in the form of a Condition Assessment.

Detailed Spatial Needs Assessment – Virtual Meeting #1, #2

- a. Current and projected space needs and site facility needs including but not limited to staff/personal, fleet, and public parking, structure and/or surface parking, secured and unsecured parking, current and future space needs, parking needs, and technology needs
- b. Organizational assessment and operational trends
- c. Master Planning current and future facility needs, technology, vehicle electrification
- d. Initial facility phasing and development
- e. Assist City in public engagement
- f. Summarize a written report, including photographic documentation, comparative analysis and current trends and building program summary and commendations in the form of a Department Program.

Site Analysis and Selection – Virtual Meeting #3 and In-Person Meeting #2

- a. Site facility needs including multiple facilities and sites and review of existing roadways, vehicular access, utility infrastructure, patrol and public access, noise and buffer zones, hazards/hazardous routes, technology, and etc., zoning, land acquisition, and other items impacting site selection(s) for proposed facility(ies)

- b. Summarize a written report identifying site(s) meeting program requirements.
- c. Due-diligence review of up to 12 sites, comprehensive review of 3-4 sites, full development review of 2 sites / facility, and written summary of preferred site and justification.

Technology Analysis - Virtual Meeting #4

- a. Assess existing and future technology and recommendations for expansion of and/or replacement of existing systems
- b. Summary list of deficiencies, areas of improvement, current trends, and recommendations

Public Presentations – Virtual Meeting #5

- a. Design Team shall coordinate with the City’s Team and public engagement specialist for a public presentation.

The following items will be included:

- Agenda for subsequent meetings and/or work sessions
- Meeting minutes
- Mission statement, summary of project goals, objectives, and key issues
- Project work plan and schedule
- Validate project planning service, use, and parking needs
- Condition Assessment and Recommendations
- Current and emerging industry standards and trends
- Code requirements and compliance
- Accessibility and ADA
- Cost effectiveness
- Grants and Opportunities

2. Phase 2 - Conceptual Design

Operational Adjacency Layouts - Virtual Meeting #6 & #7

- a. Drawings demonstrating options
- b. Adjacencies and flow diagrams of key processes including staff and parking
- c. Written report documenting design approach and recommendations
- d. Stakeholder review

Conceptual Building Design – In-Person Meeting #3

- a. Preliminary conceptual floor plans, exterior elevations, and building sections describing the exterior and interior design
- b. Preliminary conceptual site plans including parking, landscaping and etc. in accordance with Task 2 requirements
- c. Building systems and materials will be noted and options discussed
- d. Plans will show general layout, spatial arrangements, and functional adjacencies
- e. Elevations will show overall building massing, door and window placement, and suggested exterior materials
- f. Sections will show scale and height of various building components as well as interior spatial relationships
- g. Design Team shall present design drawings for review and discussion

Probable Development Costs - Virtual Meeting #8

- a. The Design Team shall prepare and submit for review and approval by the City’s Team preliminary budget costs for each option.

Briefing and Presentations - In-Person Meeting #5

- a. Design Team shall coordinate with the City's Team to provide two public presentations.

The following will be evaluated:

- Current and emerging industry standards and trends
- Benchmark peer facilities
- Site plan and proposed configuration / surrounding context / key connections
- Concept floor plans showing adjacencies and flow-patterns
- Concept elevations and sections
- Parking and site improvements
- Transportation, infrastructure, and technology improvements
- Cost budget targets / probable development costs
- Phased Development opportunities and costs
- Three-dimensional (perspective) rendering(s) of select exterior and/or interior views
- Available funding mechanisms

3. Basis for Compensation

The Owner will compensate the Design Team for the Scope of Services as outlined in the *Request for Qualifications, Architectural and Consulting Services, Missoula Police Department Facilities Planning, Item 5, Budget*, indicated as \$95,000.

4. Additional Services

Compensation for Additional Services shall be on a fixed fee basis or on a time-and-expenses basis as outlined in Item 6.2 below. Fees will be invoiced monthly reflecting the work completed during that period and may include:

- a. Programming, needs assessment, space planning, master planning, conceptual design, phasing, and budget construction cost estimates for integrating shared facilities including but not limited to Missoula County Sheriff's Department and Missoula County 9-1-1 Call Center.
- b. Should services beyond those listed under Phase 1 and Phase 2 basic services be authorized in writing by the Owner, those services will be invoiced for the period during which the services were provided, at a negotiated fixed fee or at an hourly time charge using the billing rates included in the attached A&E Design's 2022 Hourly Rates and ADG's 2022 Hourly Rates.



2022 HOURLY RATES

Architectural/Interior Design

Clerical	\$ 60
Junior Designer	\$ 75
Project Manager Assistant	\$ 85
Interior Designer (I)	\$ 100
Designer (I & II)	\$ 110
Interior Designer (II)	\$ 110
Architect (Arch I - II)	\$ 115
Designer (III)	\$ 115
Construction Administrator (I & II)	\$ 115
Architect (Arch III)	\$ 130
Interior Designer (III & IV)	\$ 130
Procurement Specialist	\$ 130
Project Architect (Arch IV)	\$ 140
Designer (IV)	\$ 140
Construction Administrator (III & IV)	\$ 140
Designer (V)	\$ 150
Project Manager	\$ 160
Project Architect (Arch V)	\$ 160
Senior Construction Administrator (V)	\$ 160
Interior Design (V)	\$ 160
Senior Preservation Architect (VI)	\$ 180
Preservation Architect (V)	\$ 180
Senior Architect (VI)	\$ 180
Principal	\$ 190
Architectural Planner (VI)	\$ 250
Senior Principal	\$ 280

Graphic Design

Project Manager Assistant	\$ 80
Creative Writer (I)	\$ 80
Creative Writer (II)	\$ 85
Digital Strategist	\$ 100
Creative Writer (III)	\$ 100
Graphic Designer (II)	\$ 105
Graphic Designer (III)	\$ 110
Website Designer	\$ 120
Graphic Designer (IV)	\$ 130
Graphic Designer (V)	\$ 150

Expenses

Mileage	Use the 2022 IRS Business Mileage Rate
General Per Diem - Gov't Allowable	For specific areas rates search gsa.gov/travel
Printing - outsourced	At Cost
Lodging	At Cost or for Gov't Project, search gsa.gov/travel

Rates are adjusted annually in the beginning of the new year.

ARCHITECTS DESIGN GROUP, INC.
ADDITIONAL SERVICES HOURLY RATES
Effective 05/31/2022 through 06/01/2022

Per hour rates of the Architects, Interior Designers and other personnel are established as follows:

Principals.....	205.00/hr.
Studio Department Principals/Project Architects	182.00/hr.
Associates	152.00/hr.
Project Managers	145.00/hr.
Designers.....	87.00/hr.
Computer Draftsperson I.....	65.00/hr.
Computer Draftsperson II	65.00/hr.
Computer Supervisor	95.00/hr.
Threshold Inspector (Certified).....	83.00/hr.
Construction Administrators.....	102.00/hr.
Specification Writer	98.00/hr.
Senior Draftsperson	87.00/hr.
Draftsperson I.....	73.00/hr.
Draftsperson II	65.00/hr.
Accounting Services	83.00/hr.
Staff (Word Processor I).....	50.00/hr.
Graphic Designer	72.00/hr.
Interior Design Principal.....	105.00/hr.
Interior Design Designer.....	77.00/hr.
Interior Design Specification Writer.....	76.00/hr.
Interior Design Draftsperson I	66.00/hr.

Note: Any changes in the above noted hourly rates, after June 1, 2023 shall be provided to the Owner thirty (30) days prior to said date.