

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **CITY OF MISSOULA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman, Missoula, Montana 59802, hereinafter referred to as “City,” and **Metalworks of Montana**, whose principal place of business is located at 3635 W. Broadway Missoula MT. 59808, hereinafter referred to as “Contractor.”

### RECITALS

WHEREAS, the City desires to utilize Contractor to furnish roofing services to provide roofing replacement at 140 West Pine; and

WHEREAS, the 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 preform re-roofing services at 140 West Pine Street, as described further on Exhibit A.

**2. Effective Date:** This Agreement is effective upon the date of its execution and will terminate on completion of scope of work. Additionally, the contract term can end 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 agrees to provide the services in accordance with the Quotation Solicitation, Scope of Work, and Contractor’s Bid provided by Contractor attached as Exhibit A which is incorporated by reference into this Agreement. Services to be performed under this Agreement shall commence upon the date specified in the Notice to Proceed and shall remain in full effect unless formally modified, terminated by written notice, or until the project is completed and accepted by the Owner.

**b.** Contractor shall comply with the prevailing wage requirements outlined here:

[http://erd.dli.mt.gov/Portals/54/Documents/Labor-Standards/BC%20Final%202019\(a\).pdf?ver=2019-03-21-115200-063](http://erd.dli.mt.gov/Portals/54/Documents/Labor-Standards/BC%20Final%202019(a).pdf?ver=2019-03-21-115200-063)

**c.** Except as provided elsewhere in this Agreement, Contractor shall furnish all the labor, materials, equipment, tools, and services necessary to perform and complete the Construction Project.

d. During work on the Construction Project, and as part of the final completion of the Construction Project, Contractor shall clean up the Project site, including the removal and satisfactory disposal of all waste, garbage, excess materials, equipment, and the performance of any other work necessary to restore the site to at least as good order and condition as at the commencement of the Construction Project.

4. **Payment:**

a. City agrees to pay Contractor for services outlined in Exhibit A.

b. 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 the 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 Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor 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. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties. Contractor agrees to obtain an Independent Contractor Exemption Certificate from the State of Montana.

Contractor 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. Contractor shall maintain workers' compensation coverage for all members and employees of Contractor's business, unless Contractor's employees are exempted by law.

6. **Indemnity and Insurance:** To the fullest extent permitted by law, Contractor 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 Contractor or Contractor's agents or employees.

For this purpose, Contractor shall provide City with proof of Contractor'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

- Professional Liability - \$1,000,000 per claim; \$2,000,000 annual aggregate

The 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:** Contractor agrees that all services and work performed hereunder will be accomplished in a professional manner, in accordance with the accepted standards of Contractor's profession.

**8. Compliance with Laws:** Contractor agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. Contractor agrees to obtain, and maintain for the duration of its work for the City pursuant to this Agreement, a City business license, unless exempt by state or local law. Contractor acknowledges and agrees that the City will make no payments under this Agreement until a valid City business license has been obtained.

**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 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 or sexual orientation, gender identity or 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, 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 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.

City may terminate this Agreement at any time by giving 30 days' written notice to Contractor's liaison of such termination and specifying the effective date thereof at least thirty days before the effective date of such termination. If this Agreement is terminated by City as provided herein, Contractor shall be paid for all work done pursuant to this Agreement until the date of termination.

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 agreement signed by both parties hereto. The Contractor may not subcontract or assign Contractor's rights, including the right to compensation or duties arising hereunder, 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 Contractor 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 Contractor for the specific purpose intended will be at the City's sole risk and without liability or

legal exposure to the Contractor. 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:** City's designated liaison with Contractor is Matt Lawson with the City of Missoula's Facilities Maintenance Department and Contractor's designated liaison with City is Tyler Gordon.

**14 Applicability:** This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument the day and year first above written.

**CITY OF MISSOULA**

**CONTRACTOR,  
Metalworks of Montana**

By \_\_\_\_\_  
**Mayor John Engen**

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
**Martha L. Rehbein, CMC, City Clerk**

**EXHIBIT A**  
**Quotation Solicitation, Scope of Work, Contractors Bid**  
**(see attached)**



Facilities Maintenance Department

435 Ryman ST. Missoula Montana 59802 / Phone 406-552-6391

9/11/2019

Roofing Contractor,

You are invited to provide a quotation for replacement of the roofing system on the Missoula City Council Chambers at 140 West Pine St Missoula. For a site visit please contact Matt Lawson at (406)552-6391 or email [Lawsonm@ci.missoula.mt.us](mailto:Lawsonm@ci.missoula.mt.us) .

To provide a quotation:

- Review the Quote Specifications
- The Contractor may provide quote in their standard format
- Please add cost to part 4
- Complete Company information below
- Return this document by Mail or email
- Must be Received by 10/07/2019
- The winning quote will be offered a contract with the City of Missoula to provide roofing replacement for 140 West Pine

Thank you,  
Matt Lawson, Facilities Manager  
City of Missoula  
435 Ryman 59802 Missoula,  
Mt. (406)552-6391

## Company Information

- Company Name:
- Representative Name:
- Mailing Address:
- Email Address:

## City of Missoula Quote Specifications

Roofing replacement for the City Council Chambers  
140 West Pine St. Missoula Mt. 59802

1. Provide all Required Permits and Materials including incidentals.
2. All Preparation, Installation, and Cleanup of work areas.
3. General requirements:
  - City Business License
  - Bonded and Insured
  - Contractor must comply with the City of Missoula Prevailing Wage requirements: Attachment A
  - Work must not disrupt use of the Facility During regular business hours: Monday-Friday 8 to 6
  - Changes to the scope of this project must be submitted in writing or email to the Facilities Manager for approval.
4. Cost Worksheet

<b>TOTAL COST OF MATERIALS</b>
<b>TOTAL COST OF LABOR</b>
<b>QUOTATION TOTAL</b>

5. See attached copy of awarded

- ★ Roofing, All Types dba Missoula Sheet
  - ★ Air Conditioning and Heating JEFF
  - ★ President
  - ★ Blowpipe Fax 406-721-9668
  - ★ Stainless Steel and Aluminum
  - ★ Welding Roof Phone 406-728-1680
- General Sheet Metal Fabrication Fax  
Architectural Sheet Metal 406-728-5070  
\* Design / Build HVAC Fax 406-728-5087




contract to be

METAL WORKS OF  
MONTANA, INC.  
Metal and Roofing  
GORDON,

406-728-2317  
HVAC Phone

3635 W. Broadway

**Proposal**

PROPOSAL SUBMITTED TO Facilities Maintenance Department	PHONE 552-6391 Fax	DATE 11/4/2019
STREET 435 Ryman St.	JOB NAME 140 West Pine Street Re-Roof of City Council Chambers	
CITY, STATE & ZIP Missoula, MT 59802	JOB LOCATION Missoula, MT	
<p>We Propose the Labor &amp; Equipment for the following project</p> <p>Front Flat Roof and Barrel Roof Approximately 7,000 Square Feet Remove and dispose of existing membrane roofing</p> <p>Inspect underlaying materials for water damage Install new 60 mil T PO membrane roofing system, mechanically attached T PO membrane installed at pipes, curbs, drains, and walls Manufacture's termination bar at walls Manufacture's Weldable Walkpad at roof hatch only (see below for extra, I-F price) Counterflashing at curbs</p> <p>Building Permit <span style="float: right;">\$50,664.00</span></p> <p>Deduct: To re-roof over existing membrane roofing (no removal of membrane) <span style="float: right;">\$7,005.00</span></p> <p>ADD: Manufacture's Labor &amp; Material's Warranty: 10 year \$380.00 15 year \$570.00 20 year \$1,250.00</p> <p>ADD: Weldable Walkpad per lineal foot <span style="float: right;">\$17.05</span></p>		
<p>complete in accordance with above specifications, for the sum of: Dollars <span style="float: right;"><u>SEE ABOVE</u></span></p>		
<p>Payments to be made as follows: 100% within 30 days of completion</p>		
<p>All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation for above specifications involving extra costs will be executed only upon written Authorized orders, and will become an extra change over and above the estimate. All Signature</p> <p>agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully This proposal m be withdrawn by us covered by workman's Compensation Insurance. if not accepted within 30 days.</p>		
 TY R GORDON		
<p>We are bonded and insured.</p>		
Acceptance of proposal -	The above Prices, specifications and conditions are satisfactory' and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	
Date of Acceptance	Signature	
_____		



LICENSED AND BONDED MONTANA CONTRACTORS LICENSE #8192  
IDAHO CONTRACTORS LICENSE #15815-AA-4 (15700, 07200, 07400, 07700, 07100, 07920)  
WASHINGTON CONTRACTORS LICENSE #MISSOSM962MG • UBI #602328208