



CONSTRUCTION AGREEMENT GENERAL CONDITIONS

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 Street, Missoula, Montana 59802, hereinafter referred to as “City,” and Anchor Electric Contracting, a Montana Corporation located at 7600 Pontrelli Place, Missoula, MT 59808, hereinafter referred to as “Contractor.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose:** City agrees to hire Contractor as an independent contractor to perform the work described in the Quote Solicitation attached hereto as Exhibit A, and by this reference made a part hereof (hereinafter referred to as the “Work”).

2. **Effective Date:** This Agreement is effective upon the date of its execution and will terminate on the 30th day of December, 2020. The parties may extend this Agreement in writing prior to its termination.

3. **Scope of Work:** Contractor will perform the Work in accordance with the specifications and requirements of the Scope of Services attached hereto. The Scope of Services includes the following documents made part of this agreement:

- a. Exhibit A South Reserve Pedestrian Bridge controls quote

The Work shall be completed within 60 business days upon notice to proceed after execution of this Agreement.

4. **Payment:** City agrees to pay Contractor not to exceed THIRTY-FOUR THOUSAND DOLLARS AND NO CENTS (\$34,000.00) for the Work.

5. **Materials and Workmanship:** All materials and equipment shall be installed in a neat and workmanlike manner. The City reserves the right to direct the removal and replacement of any items, which in their opinion shall not present an orderly and reasonably neat or workmanlike appearance, provided such time can be properly installed in such orderly way by the usual methods in such work. Such removal and replacement shall be done, when directed in writing, at the Contractor's expense without additional cost to the City. Whenever any material is specified by name and/or number thereof, such specifications shall be deemed to be used for the purpose of facilitating a description of the materials and establishing quality, and shall be deemed and construed to be followed by the words "or approved equal." No substitutions will be permitted which have not been submitted for prior approval by the Project Manager. All materials shall be

new and without flaws or defects and shall be the best of their class and kind. Sufficient descriptive literature and/or samples must be furnished for any materials submitted as "equal" substitutes

6. Additional Services: Any alteration or deviation from the described work that involves extra costs will be permitted only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

7. 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 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, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

Contractor shall furnish City with copies showing one of the following: **(1)** proof of registration as a registered contractor under Title 39, Chapter 9, MCA; **(2)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or **(3)** proof of exemption from workers' compensation granted by law for independent contractors.

8. Indemnity: The Contractor shall hold harmless, indemnify and shall defend the City, its employees, representatives, and agents from any and all liability claims, demands, losses, costs, damages, expenses or liability to the extent arising or alleged to arise from the Contractor's performance of the Work described herein, but not including the sole negligence of the City. Contractor shall procure and maintain in force, at its expense, the liability insurance required below to effectuate this provision.

9. Insurance: Before commencing the Work, the Contractor shall submit written evidence to the City that Contractor and all Subcontractors have obtained for the period of the Contract, full Comprehensive General Liability Insurance coverage. This coverage shall provide for both bodily injury and property damage. The Comprehensive General Liability Insurance must include the City as an Additional Named Insured. Contractor shall provide the 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:

- a. Commercial General Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate
- b. Automobile Liability - \$1,000,000 property damage/bodily injury; \$2,000,000 annual aggregate

10. Warranty: The Contractor shall guarantee all materials and equipment furnished and work performed a period of two years from the date of written acceptance of the Work unless specified otherwise.

11. 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 a City business license.

12. Contractors' Gross Receipts Tax: Contractor understands that all contractors or subcontractors working on a publicly funded project are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more.

13. Nondiscrimination: 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.

14. 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, disability, religion, creed, national origin, sexual orientation, gender identity or expression, 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

15. 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 may, at its option, 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.

16. Liaison: City's designated liaison with Contractor is Nathan McLeod, and Contractor's designated liaison with City is Bob Warner.

17. Jurisdiction and Venue: This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana, and the venue for any dispute shall be in Missoula County.

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

CITY OF MISSOULA

Anchor Electric Contracting Corp.
CONTRACTOR

By _____
John Engen, Mayor

By _____
Print Name: _____
Print Title _____

APPROVED AS TO FORM:

ATTEST:

Jim Nugent, City Attorney

By: _____
Marty Rehbein, CMC,
City Clerk

Exhibit A – Anchor Electric Quote:



Owner: **City of Missoula Parks and Rec**
Project: **South Reserve Street Bridge Controls**
Work: Bridge Control Modifications
Date: Friday, September 11, 2020

Anchor Controls is offering our services as a Control Systems Integrator for the above project.

Background:

The existing control systems has a PLC with a custom program that cycles all heaters on every morning for 1 hour to reduce frost and cycles for 4 hours after snow is no longer detected by the snow sensor. The Text display only shows the number of cycles and the current temperature in the electrical room. It does not provide enough information for the operator to make informed decisions and they are unable to make the required adjustments when needed. Only trained technicians with the proper programming software and knowledge can troubleshoot and adjust.

Operation:

Adding a graphical HMI (Human Machine Interface) with built in webserver will allow the operator to monitor and adjust onsite or from a remote web browser. Maintenance can be alerted of possible malfunctions before a problem occurs. Management can view and record current and historical usage and event trends or reports. Service technicians can troubleshoot and program from remote locations, provided they have the proper credentials, thus reducing travel expenses.

Proposed Scope of Work:

1. Add PAC (Programmable Automation Controller) - \$16,500
 - a. 5069-L306ER - Controller, CompactLogix 5380, 600 KB User Memory, 8 I/Os, 16 EtherNet/IP Devices
 - b. replaces the existing PLC
 - c. integrates to sensors and power controllers via built-in networks
 - i. reduces conduit and wiring costs
 - ii. reduces input/output module costs
 - iii. improves functionality
 - iv. improves diagnostic capabilities
 - v. Realtime Clock so intervention during DSL adjustments not required
 - d. Programming to include 4 zones of control, as the system is already configured, some options only available if HMI option is included in project
 - i. Adjustable run times to be set by operator
 1. Cycle times
 2. Start times
 3. Season Date interlocking, won't allow to run if in July
 - ii. Manual start stop functions
 - iii. Datalogging and storing for troubleshooting and analysis
2. Add 10" HMI (Human Machine Interface) in the electrical room - \$9500
 - a. 2711P-T7C21D8S - PanelView Plus 7 Standard Terminal, Touch Screen, 6.5 inches, TFT Color, Single Ethernet, 24V DC, Windows CE OS License, Standard Model
 - b. replaces the existing text display
 - c. allows operator to view system status and adjust system settings
 - d. includes a webserver for remote monitoring and control
 - i. includes several levels of security (operator, manager, engineer, etc.)
 - ii. Web Server and remote access only available if Gateway Installed
3. Add Cellular Gateway for remote access - \$3000
 - a. allows the HMI webserver to serve displays to remote web browsers

Quote

- b. allows remote technician access
- c. Additional security can be added in this device
- d. Allows remote notification of any configured state of process
 - i. Actual notifications to be decided upon at a later date
 - ii. Quote includes 10 individual Messages; IE; messages delivered at change of state
 - 1. Zone X on / off
 - 2. Snow Sensor State
 - 3. System State, Enabled/disabled
 - 4. E-Stop
- 4. Extend Snow sensor from current location - \$750
 - a. Add 10ft conduit to lift sensor above deck plate and out of reach of pedestrians
 - b. Extend control wiring for sensor addition
 - c. Work to be performed while lift is in place, lift provided by others

Equipment, Installation, and Programming	\$29,750
2yr Cellular coverage and Service provided by Anchor Controls	\$2,400
Lump Sum Project Total with Cellular Provided	\$32,150

Exclusions:

- 1) Cellular Gateway requires Verizon Sim card and activation
 - a. Anchor Electric can host this service for \$150/month to include service agreement for first response of trouble calls and data management
 - b. City of Missoula can add a line to their Mobile Service and host themselves 5GB/Month Plan
 - i. Anchor can work with Verizon once City Authorizes addition and orders Sim Card

Coordination:

We intend to program, configure and pre-wire as much as possible in house before installation to limit system downtime. All IO will be tied to the new system without removal of old to allow return to original system if something does not work. Once the new system is verified the old components will be removed and the new will be installed.

If City hosts the cellular service Anchor will work with both Verizon and the City in activating the device and enabling the service. This type of service, machine to machine, maybe turned off for the months the system isn't required and reactivated again in the fall.

Scheduling:

2 weeks for ordering and receipt of required parts, 1 week for programming, configuring and testing, prior to installation. Installation and implementation to new system will take 2guys Approximately 2 days to complete. This quote is based on 8-hour weekdays.

Clarifications:

- Unlimited Electrical Contractor for the State of Montana license # is ELE-UCO-LIC-2465.
- Our submittal process cannot begin until the correct submittal information for equipment provided by others (owner, contractors, vendors, etc.) is received by Anchor Controls.
- This number is valid for 30 days from original quote date.

Please give us a call if you have any questions or concerns regarding this scope.

Duane Auge - **ANCHOR CONTROLS** - (406) 549-6500

Email: Duane@Anchorft.com

Web: <http://www.anchorelectricmt.com/industrial-automation/>