



SERVICES AGREEMENT
LIBRARY SECURITY SYSTEM – DESIGN, PROCURE AND INSTALL

THIS AGREEMENT is made and entered into this ____ day of _____, 2013, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as “City,” and **KENCO SECURITY AND TECHNOLOGY**, of 3416 1st Avenue North, Billings, Montana 59101, 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 design, procure and install a security system at the new Library Building (510 North Broadway, Billings Montana), more accurately described in the Scope of Work attached hereto as Exhibit “A” and as designed and designated in the Floor Plans attached hereto as “Exhibit B”, and by this reference made a part hereof.

2. **Effective Date:** This Agreement is effective upon the date of its execution and will terminate on November 30, 2013. The parties may extend this agreement for ninety (90) days, by mutual concurrence, in writing prior to its termination.

3. **Scope of Work:** The Contractor shall perform the services outlined in Exhibit “A”. In performing these services, the Contractor shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

4. **Payment:** City agrees to pay Contractor sixty-one thousand five hundred ten dollars and fifty-four cents (\$64,981.02) for the work described in the Scope of Work in Exhibit “A”. :

1. **\$15,433.18 for SLABQ1814 – Access System – 1/2 down and balance upon completion**
2. **\$36,233.20 for SLABQ1813 – CCTV System – 1/2 down and balance upon completion**
3. **\$13,314.64 for SLABQ1815 – Security System – 1/3 down and balance upon completion**



Any alteration or deviation from the described work that involves extra costs will be executed 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.

The final payment shall be made only after acceptance of final invoice by the City, and determination has been made by the City that the Scope of Work has been satisfactorily completed.

Upon satisfactory completion of payment as provided in this Agreement, title to the system(s) shall pass to City, except that title to any system(s) communicator and associated communicator software and associated circuitry shall remain the sole property of Contractor.

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 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 insurance 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.

6. Indemnity and Insurance: Contractor agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees. **For this purpose, Contractor shall provide City with:**

- A. The following insurance:
 - (1) Workers' compensation and employer's liability coverage as required by Montana law.
 - (2) Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
 - (3) Commercial automobile liability -- \$1,500,000 per accident.
 - (4) Professional liability in the amount of \$1,500,000 per claim.
- B. Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the City of Billings prior to cancellation.



C. The City of Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

7. **Warranty:** Contractor warrants that all services and work will be performed in a good workman-like manner. Contractor acknowledges that it will be liable for any breach of this warranty for the lesser period of one (1) year from the time services are completed.

In the event that any part of the system(s) becomes defective, Contractor agrees to make all repairs and replacement of parts without cost to the Customer for a period of one year (365) days from the date of installation. Contractor reserves the option to either replace or repair the system(s) equipment, and reserves the right to substitute materials of equal quality at time of replacement, in fulfillment of this warranty. This warranty does not include damage by lightning, electrical surge, or other defect not caused by Contractor. This warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than Contractor. Except as set forth in this Agreement, Contractor makes no express warranties concerning the condition of the equipment, its merchantability, or its fitness for any particular purpose. Contractor does not represent nor warrant that the system(s) may not be compromised or circumvented, or that the system(s) will prevent any loss by burglary, hold-up, fire or otherwise.

8. **Compliance with Laws:** Contractor agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. Contractor agrees to purchase a City business license and any applicable permits or licenses necessary for completion of this project.

This contract exceeds \$25,000.00, which requires the Contractor to meet the statutory requirements of the Montana Prevailing Wage Requirements.

Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the



contract is in excess of \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Furthermore, section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

The nature of the work performed or services provided under this contract meets the statutory definition of a "public works contract" under section 18-2-401(11)(a), MCA, and falls under the category of Building Construction services. The booklet containing Montana's 2013 Rates for Building Construction is attached as "Exhibit C" and may be referenced at: <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-information/current-prevailing-wage-rates.html>.

9. Contractors' Gross Receipts Tax: Contractor understands that all contractors or subcontractors working on a publicly funded construction project, including any work requiring the installation, addition, placement, replacement, or removal of any equipment, parts, structures, or materials of any kind whatsoever, 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.

10. Nondiscrimination: Contractor agrees that all hiring by Contractor of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

11. 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) calendar 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.

12. **Liaison:** City's designated liaison with Contractor is _____ and Contractor's designated liaison with City is _____.

13. **Governing Law and Venue:** This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

14. **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

15. **Successors and Assigns:** Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

16. **Ownership of Documents:** All documents, data, drawings, specifications, software applications and other products or materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Contractor are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Contractor harmless for such use. All or any portions of materials, products and documents produced under this Agreement may be used by the Contractor upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City. The Contractor shall preserve the confidentiality of all City documents and data accessed for use in Contractor's work product.

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



CITY OF BILLINGS, MONTANA _____

CONTRACTOR (Print

Name Above)

By _____
THOMAS W. HANEL, MAYOR

By _____

Print Name _____

Print Title _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, City Attorney



EXHIBIT A SCOPE OF WORK

Contractor shall install the system(s) described above at the location described above. The City hereby authorizes Contractor's employees or agents to perform such installation, which may include drilling holes, stapling wire, attaching system(s) components, and doing any other act necessary or pertinent to the installation of the system(s).

New door hardware and door strikes are not part of this Agreement and will need to be provided separately from a door company. Assistance from the City's Information Technology Division will be necessary for network placement.

ACCESS:

Equipment to be installed per proposal SLABQ1814:

Qty	Manufacturer	Part Number	Description	Location
1	Stanley PAC	PACSE	Software, Standard Access #909021932	On stand-alone computer
1	Stanley PAC	512IP-B	Controller, 512 Series Door	In server room
2	Stanley PAC	512B	Controller, Readykey X Access W/Enclsr & Pwr Suply	In server room
1	Stanley PAC	USBRDR	Reader, USB Enrollment	Near computer
6	Stanley PAC	OPMUL	Reader, Oneprox Designer Mullion	
50	Stanley PAC	K3010	Tab, Each Tab KeyPac	

SCOPE OF WORK:

1. Install all devices listed herein.
2. Connect devices to the access control panel and test each device to ensure it is working properly.
3. Train the customer in the use of the access system.

CCTV:

Equipment to be installed per proposal SLABQ1813:

Qty	Manufacturer	Part Number	Description	Location
2	Nuvico Inc	EDP-1640	Recorder, DVR Apex Lite 16 chan 4T 480pps DVD-RW	server room (rack mount)
4	Bosch Security Sy	VDN-498V03-21S	Camera, 3-9mm OutDoor Vandl Flexidome VF DN	
18	Bosch Security Sy	VDC-445V04-20S	Camera, 4-9mm InDoor Flexidome Color	
2	Bosch Security Sy	VDC-445V03-20S	Camera, 2.6-6mm InDoor Flexidome Color	
2	Altronix	TV2416	Power Supply, 16 Cam 24vac 8amp	



1	Minuteman Power	EN600	UPS, 300 Watt 600va 3 Surge Outlets	
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SCOPE OF WORK:

1. City shall provide a computer monitor with a VGA port for Contractor to connect near the DVR.
2. Includes software for up to four City computers.
3. Install wire and mounts necessary to support the cameras listed herein
4. Connect all cameras and adjust all cameras for optimal viewing; program cameras in to the recorder
5. Connect to network, computers and monitors.

SECURITY:

Equipment to be installed per proposal SLABQ1815:

Qty	Manufacturer	Part Number	Description
1	Bosch Security Sy	D7412GV3-C	Panel, Burg Comm/2-Drs Access Pckg
1	Bosch Security Sy	D1255B	Keypad, VFD White/Gray modern case
1	Bosch Security Sy	D8125	Expander, Popex Zone
4	Inovonics	EN1235S	Button, Panic Wrls 1 Button Belt Clip/Pendant
1	Inovonics	EN7280	Receiver, Serial Interface for Bosch & DMP Panels
1	Inovonics	EN5040T	Repeater, High Power Wireless W/Trnsfrmr
10	Nascom	N1178C/ST	Switch, Set 3/4" & Magnet 3/8" Brown or White
9	Optex	FX360	Detect, Motion PIR Celing Mnt
10	Bosch Security Sy	DS860	Detect, Motion Dual MW/PIR 60'x60'
29	Bosch Security Sy	D9127U	Popit, Fire Module W/O Tamper
1	AES Corporation	7058EP	Transceiver, Radio Full Size 8 Zone W/IntelliPro

SCOPE OF WORK:

1. Install all devices listed herein
2. Connect all devices to the alarm control panel and test each device to ensure that it is reporting to the Contractor's Central Monitoring Station
3. Train and/or instruct the customer and their employees in the use of the security system



EXHIBIT B FLOOR PLANS

[Kenco Proposals for Contract\Floor Plan with Devices Scan.pdf](#)



Adobe Acrobat
Document



EXHIBIT C PREVAILING WAGE RATES BUILDING CONSTRUCTION

<http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-information/current-prevailing-wage-rates.html>.



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