



SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2018, 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 Watson Consoles, of 26246 Twelve Trees Lane NW, Poulsbo, Washington 98370, 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 services of supplying and installing fifteen Mercury Pro work consoles described in the Project and Quote Summary attached hereto as Exhibit “A” and by this reference made a part hereof.

2. **Effective Date:** This Agreement is effective upon the date of its execution and will terminate one year after this date. The parties may extend this agreement, by mutual concurrence, for 60 days, 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 Two Hundred Twenty One Thousand Nine Hundred Sixty Five dollars and Ninety Eight cents (\$221,965.98) for the work described in Exhibit “A”. 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.

If partial payment is requested by Contractor, it shall be made upon invoice and said estimate being proportioned to the work completed by the Contractor. City shall deduct five percent (5%) from each pay estimate to be held until the completion of the final scope of work. 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.

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.

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.

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 proof of both Commercial General liability and automobile insurance each issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$1.5 million per occurrence and naming the City as an additional insured. The insurance must be in a form suitable to City.**

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 or any warranty described in the Scope of Work in Exhibit "A".

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.

PREVAILING WAGE REQUIREMENTS – MONTANA – BOOKLET ATTACHED

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.

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.

Furthermore, Section 18-2-417, requires allowance for a 3% annual increase in wages for a multiyear contract. (1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract. (2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract. (3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.

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 non-construction services. The booklet containing Montana's 2018 Rates for non-construction is attached and may also be found at <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates>.

9. Contractors' Gross Receipts Tax: If applicable, 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.

The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

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 Anne Kindness and Contractor's designated liaison with City is Cliff Peck.

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

By _____
WILLIAM A. COLE, MAYOR

Watson Furniture Group, Inc.

CONTRACTOR (Print Name Above)

By  _____

Print Name Brian Hickson

Print Title Sales Operations Manager

APPROVED AS TO FORM:

By _____
BRENT BROOKS, City Attorney

EXHIBIT "A"

Final Delivery Information

Delivery Address: 911 North 24th Street, Billings, Montana

There is **NO** loading dock available at this facility.

Desired Installation Date: Begin July 9, 2018

Note – Standard lead times are 8 weeks for Synergy and 10 weeks for Mercury to shipment of furniture, after receipt of complete order.

Watson Furniture Group will plan the delivery and installation of console furniture based on the date requested by the customer as noted above. The date given is in understanding that the room(s) where the furniture will be installed will be ready for delivery and installation of console furniture. If the room(s) is not ready by specified date, Watson will need to have at least four (4) weeks notice to reschedule the delivery and installation of console furniture. If four (4) weeks notice is not given, the customer must inform Watson if they want to accept delivery of furniture and store themselves, or if they would like Watson to store the furniture for them. Watson will charge a weekly storage fee of a minimum of \$300 which will be added to the final invoice.

Change Orders

Once a complete order has been turned into Watson Consoles (Watson Furniture Group), customer will have five (5) business days to make any changes to the order which includes, and is not limited to, the style or layout of the furniture and the finish colors. After five (5) days, Watson may charge a change order fee of a minimum of \$500. At that time, a revised quote and new drawings will be issued. The revised drawings will have to be approved and signed by the customer and returned to Watson. The five day grace period will begin again with the acceptance of the approved revisions.

Related Documents

If the following documents, as included in the following pages, are signed by customer, they will be deemed approved and accepted related to this order:

- Drawings (the consoles will be produced as shown in these drawings)
- Color Selection Sheet
- 2016 Mercury Product Updates Overview

Quote Summary

Billings 911 Emergency Call Center

watsonconsoles

360.394.1300

www.watsonconsoles.com

Watson Factory Rep AC / CP

Address Line 1:

City:

State:

Sales Person: Alster Comm / Cliff Peck

Phone Number: 406-360-8244

Specified For: Billings EOC

Address Line 1: New Center
911 N. 24th Street

City: Billings

State: MT

Contact Name: Anne Kindness

Phone Number:

Email Address: kindnessa@ci.billings.mt.us

Project Summary:

PRICING BASED ON NASPO VALUEPOINT CONTRACT # 5715

****OPTION F04.11 - MERCURY PRO CONSOLES - WITH PC's HOUSED AT CONSOLES**

(15) MERCURY PRO CONSOLES - 96" WIDE PRIMARIES WITH 42" HIGH SCREENS

Each Position Includes:

Independently Height Adjustable Monitor Array - Configurations shown on drawings

Environment Control Package - Includes Forced air heat, ambient and task lighting (Not included on Training Consoles)

(26) Technology Ports (Per Technology Sheet)

(1) Dashboard USB Charger Insert

(2) Array Mounted Speaker Brackets

Status Lights - Tri Color (Red-Yellow-Green) Array Mounted

Personal Storage - As shown on drawings

42" Wide Technology Cabinet

Personal Pallet with Drawer

****CUSTOMER PROVIDING OWN PDU's** (Power Distribution Units)**

Assembly of consoles based on empty room, one trip, 1st floor and includes prevailing wage requirements.

1. State and Local Taxes will apply unless proof of exemption is provided with the Purchase Order.
2. Deposit may be required with order; Net 30 days of Shipment of Product.
3. Chairs are for representational purposes only.
4. Lead time average 8-10 Weeks after receipt of Purchase Order.
5. Completed Order consists of a signed Contract or Purchase Order, Signed Drawings, Signed Color Selection Sheet, and Deposit.
6. Change Order Fee (minimum \$500) may be applicable for changes after 5 business days of submission.
7. Pricing will be valid for four (4) months after receipt of Purchase Order. Any orders that have not been manufactured within this time frame may be subject to a price change.

Quote Date 3/27/2018	Expiration Date 5/27/2018	Watson Account Manager: LTD
Console Plan 01		Watson Factory Rep Firm: AC / CP
		Prepared By: JCG
<small>This Document is Confidential & Proprietary (C) 2017 Watson Furniture Group, Inc. All Rights Reserved</small>		File Name: Billings911ECCI.12.cmdrw

Project: Billings 911 Emergency Call Center

watsonconsoles

Sold to

Company name: Billings EOC
 Contact Person: Anne Kindness
 Contact Phone:
 Contact Fax:

Distributor

Company name: AC / CP
 Salesman: Alster Comm / Cliff Pec
 Salesman Phone:406-360-8244
 Salesman Fax:

#	Quantity	Part Number	Description	Sell	Ext. Sell
1	3	HD4W3696S	MERCURY PRO WORKSURFACE WITH DEPTH ADJUSTMENT, 36"D x 96"W x 24-50"H, SINGLE MONITOR ARRAY	\$4,266.36	\$12,799.08
2	9	HD4W3696S	MERCURY PRO WORKSURFACE WITH DEPTH ADJUSTMENT, 36"D x 96"W x 24-50"H, SINGLE MONITOR ARRAY	\$5,463.36	\$49,170.24
3	2	HD4W3696S	MERCURY PRO WORKSURFACE WITH DEPTH ADJUSTMENT, 36"D x 96"W x 24-50"H, SINGLE MONITOR ARRAY	\$5,536.86	\$11,073.72
4	1	HD4W3696S	MERCURY PRO WORKSURFACE WITH DEPTH ADJUSTMENT, 36"D x 96"W x 24-50"H, SINGLE MONITOR ARRAY	\$5,610.36	\$5,610.36
5	1	HGBS1518D-L	MERCURY BRIDGE SPACER, 15"D x 18"H DUAL, LEFT HAND	\$33.60	\$33.60
6	4	HGBS2418D-C	MERCURY BRIDGE SPACER, 24"D x 18"H DUAL, CENTER	\$42.00	\$168.00
7	2	HGBS2418D-L	MERCURY BRIDGE SPACER, 24"D x 18"H DUAL, LEFT HAND	\$42.00	\$84.00
8	3	HGBS2418D-R	MERCURY BRIDGE SPACER, 24"D x 18"H DUAL, RIGHT HAND	\$42.00	\$126.00
9	2	HGBS2418S-C	MERCURY BRIDGE SPACER, 24"D x 18"H SINGLE, CENTER	\$42.00	\$84.00
10	2	HGBS2418S-L	MERCURY BRIDGE SPACER, 24"D x 18"H SINGLE, LEFT HAND	\$42.00	\$84.00
11	2	HGBS2418S-R	MERCURY BRIDGE SPACER, 24"D x 18"H SINGLE, RIGHT HAND	\$42.00	\$84.00
12	4	HGCB96D	MERCURY CABLE BRIDGE, 96"W DUAL	\$693.42	\$2,773.68
13	3	HGCB96S-G	MERCURY CABLE BRIDGE, 96"W SINGLE, WITH GROMMET	\$418.74	\$1,256.22
14	4	HGCB96S-N	MERCURY CABLE BRIDGE, 96"W SINGLE, NO GROMMET	\$397.74	\$1,590.96
15	3	HGSOCBKT42L	MERCURY OUTSIDE CORNER BRACKET, 42"H	\$16.80	\$50.40
16	3	HGSOCBKT42R	MERCURY OUTSIDE CORNER BRACKET, 42"H	\$16.80	\$50.40
17	1	HGSR3942F	MERCURY RETURN SCREEN, 39"W x 42"H, ALL FABRIC PANEL	\$356.16	\$356.16
18	21	HGSR5142F	MERCURY RETURN SCREEN, 51"W x 42"H, ALL FABRIC PANEL	\$401.94	\$8,440.74
19	11	HGSS9642F	MERCURY SPINE SCREEN, 96"W x 42"H, ALL FABRIC PANEL	\$803.46	\$8,838.06
20	6	HGSWIBKT42	MERCURY INSIDE CORNER BRACKET, 42"H	\$13.02	\$78.12
21	1	HHC1518	MERCURY HUB COVER, 15"D x 18"H	\$19.74	\$19.74
22	4	HMBOBD244224	MERCURY TEAM BASE, OPEN BOX DOOR, 24"D x 42"W x 24"H	\$877.38	\$3,509.52
23	8	HMPD244208	MERCURY TEAM PALLET, WITH DRAWER, 24"D x 42"W x 8"H	\$512.40	\$4,099.20
24	1	HPPD244208L	MERCURY PERSONAL PALLET, WITH DRAWER, 24"D x 42"W x 8"H, LEFT HAND	\$369.60	\$369.60
25	1	HPPD244208R	MERCURY PERSONAL PALLET, WITH DRAWER, 24"D x 42"W x 8"H, RIGHT HAND	\$369.60	\$369.60
26	5	HTB244224L	MERCURY TECHNOLOGY BASE, 24"D x 42"W x 24"H, LEFT HAND	\$1,059.66	\$5,298.30
27	12	HTB244224R	MERCURY TECHNOLOGY BASE, 24"D x 42"W x 24"H, RIGHT HAND	\$1,059.66	\$12,715.92
28	1	S17-0782-115224-O-D-L	MODIFIED HPSOD - MERCURY PERSONAL STACKER, OPEN *10.8"D* x, *52.125"W* x *23.5"H*, *WITH HARDWARE TO ATTACH TO MERCURY HD4 HUBS*, *WITH GROMMET, AS PER DRAWING*, *DUAL*, LEFT HAND	\$616.56	\$616.56
29	1	S17-0782-115224-O-D-R	MODIFIED HPSOD - MERCURY PERSONAL STACKER, OPEN *10.8"D* x, *52.125"W* x *23.5"H*, *WITH HARDWARE TO ATTACH TO MERCURY HD4 HUBS*, *WITH GROMMET, AS PER DRAWING*, *DUAL*, RIGHT HAND	\$616.56	\$616.56
30	8	S18-0172-245118C-NP	MERCURY PRO HUB, 24"D x 51"W x 18"H, CENTER *NO POWER*	\$2,519.45	\$20,155.60
31	6	S18-0172-245118L-N-NP	MERCURY PRO HUB, 24"D x 51"W x 18"H, LEFT HAND, NO GROMMET - *NO POWER*	\$1,779.40	\$10,676.40
32	1	S18-0172-245118R-G-NP	MERCURY PRO HUB, 24"D x 51"W x 18"H, LEFT HAND, WITH GROMMET - *NO POWER*	\$1,799.90	\$1,799.90
33	6	S18-0172-245118R-N-NP	MERCURY PRO HUB, 24"D x 51"W x 18"H, RIGHT HAND, NO GROMMET-*NO POWER*	\$1,779.40	\$10,676.40
34	1	S18-0174-153918L-G-NP	MERCURY PRO HUB, 15"D x 39"W x 18"H, LEFT HAND, GROMMET - *NO POWER*	\$1,176.70	\$1,176.70
35	30	TXXSPKBKT	SPEAKER BRACKET, ARRAY MOUNT	\$12.60	\$378.00
36	15	TXXSTATUS	STATUS LIGHT	\$380.10	\$5,701.50
37	60	TXXTECHAUDIO25	TECH LINK, STEREO AUDIO JACK, (3.5mm CONNECTOR SIZE) - Black, 25Ft	\$13.44	\$806.40
38	90	TXXTECHDATA15	TECHLINK, DATA JACK (CAT6), RJ45, PASS THROUGH PANEL MOUNT - Black, 15 Ft	\$18.06	\$1,625.40

Project: Billings 911 Emergency Call Center

watsonconsoles

Sold to

Company name: Billings EOC
 Contact Person: Anne Kindness
 Contact Phone:
 Contact Fax:

Distributor

Company name: AC / CP
 Salesman: Alster Comm / Cliff Pec
 Salesman Phone:406-360-8244
 Salesman Fax:

#	Quantity	Part Number	Description	Sell	Ext. Sell
39	30	TXXTECHUSB-CHRG	TECH LINK, USB CHARGER INSERT	\$57.96	\$1,738.80
40	210	TXXTECHUSB15	TECH LINK, USB INSERT (TYPE A), FEMALE / FEMALE WALL PLATE COUPLER - Black, 15Ft	\$16.80	\$3,528.00
41	1	TXXVARRAY20	20" VERT. ARRAY EXTENSION BKT	\$112.14	\$112.14

Subtotal Product \$188,741.98
 Installation \$29,309.00
 Freight \$3,915.00
Total \$221,965.98
Grand Total \$221,965.98