

RESOLUTION NO. R14-81

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH JGA ARCHITECTS FOR PROFESSIONAL SERVICES RELATED TO THE LAUREL URBAN RENEWAL AGENCY'S TECHNICAL ASSISTANCE AND FAÇADE IMPROVEMENTS GRANT PROGRAMS.

BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The Contract between the City of Laurel and JGA Architects for professional services related to the Laurel Urban Renewal Agency's Technical Assistance and Façade Improvements Grant Programs, a copy attached hereto, is hereby approved.

Section 2: Execution. The Mayor and City Clerk of the City of Laurel are hereby given authority to execute said contract on behalf of the City.

Introduced at a regular meeting of the City Council on November 4, 2014, by Council Member Stokes.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 4th day of November, 2014.

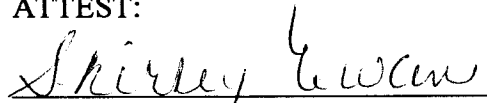
APPROVED by the Mayor this 4th day of November, 2014.

CITY OF LAUREL



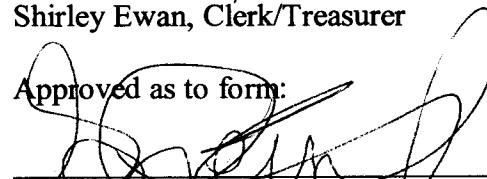
Mark A. Mace, Mayor

ATTEST:



Shirley Ewan, Clerk/Treasurer

Approved as to form:



Sam S. Painter, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 4th day of November 4, 2014, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as "City" and JGA Architects, a contractor able to conduct business in the State of Montana, whose address is 3395 Gabel Road, Suite 100, Billings, Montana 59102, hereinafter referred to as "Contractor".

SECTION ONE DESCRIPTION OF SERVICES

- A. Purpose. City shall hire Contractor as an independent contractor to perform professional services for the Laurel Urban Renewal Agency, as described in the Proposal attached hereto as Exhibit "A" and by this reference made part of this contract.
- B. Effective Date. This contract shall immediately commence upon execution and shall continue at-will until terminated by either party upon thirty (30) days written notice for any reason.
- C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract and Exhibit "A".

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor the sum of \$80.00 per hour for the work performed by the Project Manager/Project Architect; \$70.00 per hour for work performed by the Drafter; and \$50.00 per hour for clerical work as described in Exhibit A. Total payment to Contractor shall not exceed \$10,000.00 per year. Any alteration or deviation from the described work that involves extra costs must 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 to extra payments or charges in writing.

SECTION THREE CITY'S RESPONSIBILITIES

City shall pay Contractor for every hour worked for the rate provided in Section two, pursuant to monthly invoices submitted to the City by Contractor.

SECTION FOUR CONTRACTOR'S WARRANTIES AND RESPONSIBILITIES

A. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City's personnel policies or handbook and shall 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, agreements or sub-contracts in any dealings between Contractor and any third parties. The City is interested solely in the results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall

supervise and direct the work to the best of his/her ability.

B. Wages and Employment. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

design & construction period services
C. All ~~workmanship and materials~~ shall be of a kind and nature acceptable to the City.

D. Contractor has examined the facilities and/or has made field examinations. Contractor has knowledge of the services or project sought under this Contract and he/she further understands the site conditions to be encountered during the performance of this Contract. Contractor has knowledge of the types and character of equipment and labor necessary for the work.

~~E. Contractor is responsible for the safety of the work and shall maintain a safe working environment for patrons and staff while working hereunder.~~

F. All work is performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

G. Contractor is responsible for any loss or damage to materials, tools, work product or other articles used or held for use in the completion or performance of the Contract.

SECTION FIVE INDEMNITY AND INSURANCE

Contractor shall 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.

SECTION SIX COMPLIANCE WITH LAWS

applicable
Contractor shall comply with *all* federal, state, local laws, ordinances, rules and regulations. Contractor shall either possess a City business license or shall purchase one *if a City Code requires* a business license.

SECTION SEVEN NONDISCRIMINATION

Contractor agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Contractor shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

**SECTION EIGHT
DEFAULT**

If either party fails to comply with any term or condition of this Contract at the time or in the manner provided for, the other party may, at its option, terminate this Contract 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 except for punitive damages. The Parties hereby waive their respective claims for punitive damages. 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 Contract.

**SECTION NINE
TERMINATION**

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

**SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION**

The Parties agree that the laws of the State of Montana govern this Contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third party mediator and equally share the costs of the mediator or file suit.

**SECTION ELEVEN
ATTORNEY FEES**

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

**SECTION TWELVE
ENTIRE AGREEMENT**

This Contract and Exhibit A contain the entire agreement and understanding of the parties and supersede any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

**SECTION THIRTEEN
ASSIGNMENT OF RIGHTS**

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**SECTION FOURTEEN
SEVERABILITY**

Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

**SECTION FIFTEEN
PARAGRAPH HEADINGS**

The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 4TH DAY OF NOVEMBER, 2014.

CITY OF LAUREL

Mark A Mace
Mark A. Mace, Mayor

CONTRACTOR

[Signature] AIA
JGA Architects president

ATTEST:

Shirley Ewan
Shirley Ewan, Clerk/Treasurer



September 15, 2014

Monica Plecker, City Planner
City of Laurel
P.O. Box 10
Laurel, MT 59044

Dear Monica:

Thank you for the opportunity to offer this proposal for professional services to the City of Laurel and the Laurel Urban Renewal Agency (LURA).

Business owners in the Laurel Tax Increment Finance District will benefit from JGA's experience and client-focused service philosophy as we work together under the provisions of the Technical Assistance and Façade Improvement grant programs.

JGA brings a strong, experienced team to support our proposal. We work with a variety of clients and building types, making the most of available dollars to meet the needs and vision of each unique project. To highlight our experience and qualifications, we enclosed resumes for Project Architect David Petersen and myself, plus selected examples of our work for retail/commercial clients.

Our approach can be stated concisely:

We listen to clients – LURA representatives and business owners – and work collaboratively while providing our best professional effort. The result is something that is a success and source of pride for the business owner, the City of Laurel and JGA.

Scope of Work

JGA will provide professional services to LURA as needed for approved applications for Technical Assistance and Façade Improvement monies. These professional services may include:

- Façade improvement assistance
- Feasibility studies
- Preliminary development review
- Preliminary building condition assessment
- Renovation vs. restoration opinions
- Assessments to determine Preservation Tax Credit potential
- Site Selection
- Preliminary cost estimates
- Landscape/hardscape improvements
- Code analysis
- Graphic design

Consultants for mechanical, structural, electrical, and civil engineering design will be utilized as needed.

Requirements by the City of Laurel

JGA will comply with your request for detailed invoicing for individual projects, identifying the work applied to grant-eligible improvements. Additionally, an electronic file of a final project drawing will be provided to the City upon project completion.

Fee Proposal

Fees for services under this agreement will be billed at the following rates:

Project Manager/Project Architect	\$80.00
Drafter	\$70.00
Clerical	\$50.00

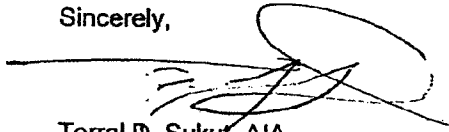
Total fees are not to exceed \$10,000 per year or exceed per-project limits as set forth in the Grant Resource Guides for Façade Improvement and Technical Assistance Grants.

Availability and Capacity

JGA has the capacity and dedication to accept new projects under this proposal. *We can begin upon notice to proceed.*

Thank you again for consideration of this proposal and our interest in working with the City and TIF District business owners. Feel free to contact me if you have any questions or require additional information.

Sincerely,



Terral D. Sukut, AIA
President/Project Manager