

SMALL WORKS ROSTER AGREEMENT FOR FISCAL YEAR 2023/2024
[NOT BINDING IF USED FOR AGREEMENTS FOR CONSTRUCTION SERVICES
AND NON-CONSTRUCTION SERVICES COSTING MORE THAN \$25,000]

THIS AGREEMENT is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403, hereinafter referred to as “City,” and _____, 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:** The Contractor has requested and secured a listing on the City’s Small Works Roster, which gives the City the ability – in its sole discretion – to hire the Contractor to provide certain construction or non-construction services for projects up to \$25,000. The execution of this Agreement by the parties reflects the following:

- that the Contractor has provided all required insurance documents and other documents necessary to secure placement on the City’s Small Works Roster;
- an acknowledgement by the Contractor that its placement on the Small Works Roster is not a guarantee that any services will be secured by the City from the Contractor during the term of this Agreement; and
- in the event the City does elect to secure services from the Contractor, the terms and conditions governing the Contractor’s provision of those services to the City will be those set forth in (1) this Agreement and (2) the specific Task Order/Scope of Work document issued to the Contractor by the City under Paragraph 3 below.

2. **Effective Date:** This Agreement is effective upon the date of its execution and will terminate on the 30th day of June, 2026. The parties may extend this agreement in writing prior to its termination.

3. **Task Order / Scope of Work:** In the event the City elects to secure services from the Contractor, the specifications, requirements and terms of payment will be set forth in a separate “Task Order/Scope of Work” document.

4. **Payment:** City agrees to pay Contractor for any services it may secure from the Contractor in accordance with the payment terms set forth in the Task Order/Scope of Work document under which those services are being secured. 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 through a formal Amendment to the Task Order/Scope of Work document governing the services.

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 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. Indemnification: To the fullest extent permitted by law, Contractor shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Contractor's performance of this Agreement and Contractor's work on any projects or services included in a Task Order / Scope of Work document issued under this Agreement, and including the work of any subcontractor or supplier to Contractor. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the City which would otherwise exist. Contractor's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City. Contractor also waives any and all claims and recourse against the City or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except responsibility for its own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent, according to 28-2-702, MCA. These obligations shall survive termination of this Agreement and the services performed hereunder.

7. Insurance: Contractor shall purchase and maintain insurance coverage as set forth below. The insurance policy, except Workers' Compensation, must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured or contain a blanket additional insured endorsement and be written on a "primary—noncontributory basis", and on an occurrence, not a claims made basis. Contractor will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. Each coverage shall be obtained from an insurance company that is duly

licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Contractor, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of Contractor's warranties. All insurance policies, except Workers' Compensation, must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Contractor, City, and all other additional insureds to whom a certificate of insurance has been issued. All insurance documentation shall be in a form acceptable to the City.

*** Insurance Coverage at least in the following amounts is required:**

1.	Commercial General Liability (bodily injury and property damage)	\$1,000,000 per occurrence \$2,000,000 aggregate
2.	Products and Completed Operations	\$2,000,000
3.	Automobile Liability	\$1,000,000 combined single limit
4.	Workers' Compensation	Not less than statutory limits
5.	Employers' Liability	\$1,000,000
6.	Professional Liability (E&O) (only if applicable)	\$1,000,000 per occurrence \$2,000,000 aggregate

Contractor may provide applicable excess or umbrella coverage to supplement Contractor's existing insurance coverage, if Contractor's existing policy limits do not satisfy the coverage requirements as set forth above.

*** If a request is made to waive certain insurance requirements, insert the insurance item # and corresponding description from the list above: .**

Legal reviewer initials: ☐ **Approved** ☐ **Denied**

Additional Insured Endorsement Example:

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

SCHEDULE

[illegible]

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

a. Unless otherwise specified by the terms of this Agreement, all materials and equipment installed by Contractor as part of any services performed under a Task Order/Scope of Work document issued under this Agreement must be new and, where not otherwise specified, of the most suitable grade for their intended uses.

c. All equipment, materials, and labor provided to, on, or for any services performed under a Task Order/Scope of Work document issued under this Agreement must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work on such services and ending two (2) years from the final completion and acceptance by the City of the services, regardless of whether such equipment, materials, or labor were supplied directly by Contractor or indirectly by Contractor's subcontractors or suppliers. Other express warranties on materials that provide for a warranty period longer than two years apply for the period of that express warranty and are not reduced by this provision. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required

by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

d. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

e. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

f. All work must be 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.

g. Contractor is responsible for any loss or damage to materials, tools, or other articles used or held for use in the completion of performance of the Construction Project.

h. Contractor's performance must be without damage or disruption to any other work or property of the City or of others and without interference with the operation of existing machinery or equipment.

i. Title to all work, materials, and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Construction Project or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

9. 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. As applicable, Contractor agrees to purchase a City safety inspection certificate or special business license.

10. 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 for any given Task Order/Scope of Work issued under this Agreement is Five Thousand Dollars (\$5,000) or more.

11. 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, national origin, or other class protected by state and/or federal law.

12. Default and Termination: If either party fails to comply with any condition of this Agreement or any condition of a Task Order/Scope of Work document issued hereunder at the time or in the manner provided for, the other party may, at its option, terminate this Agreement and/or any accompanying Task Order/Scope of Work document 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.

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

14. Applicability: This Agreement, any Task Order/Scope of Work documents issued under this Agreement and any extensions thereof shall be governed and construed in accordance with the laws of the State of Montana.

15. Binding: This Agreement and all of the covenants hereof shall inure to the benefit and be binding upon the City of Great Falls and the Contractor respectively and their partners, successors, assigns and legal representatives. Neither the City nor the Contractor shall have the right to assign, transfer or sublet their interest or obligations hereunder without written consent of the other party.

16. Amendments: Any amendment or modification of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of the Agreement.

IN WITNESS WHEREOF, Contractor and City have caused this Agreement to be executed and intend to be legally bound thereby as of the date set forth below.

CITY OF GREAT FALLS, MONTANA

CONTRACTOR:

By: _____
Print Name:
Print Title: Director
Date: _____

By: _____
Print Name:
Print Title:
Date: _____

Compliance with ¶7 Insurance

Reviewed/Approved by: _____
Angela Swingley, Risk Management Specialist

*Reviewed/Approved as to form by: _____
Legal Department

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

Contractor shall not begin work on project until receiving a fully-executed copy of this Agreement.

☐ Department Records Coordinator - Retain/Maintain original pursuant to RIM Policy

☐ Send copy to City Clerk's Office