

RESOLUTION NO. R19-77

A RESOLUTION ACCEPTING THE QUOTE SUBMITTED BY STAR SERVICE, INC. TO REPLACE SCREW PUMP "A" AT THE WASTEWATER TREATMENT PLANT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH STAR SERVICE, INC. FOR SUCH SERVICES.

WHEREAS, the City of Laurel requested three quotes for service, from qualified companies, pursuant to the City's Purchasing Policy; and

WHEREAS, the City opened the quotes received and considered the quotes submitted by qualified companies and has determined that it is in the best interest of the City to select the successful company that appeared most qualified, available and the most affordable; and

WHEREAS, the City Staff is recommending the Council select Star Service, Inc. as the company to provide the services sought by the City through the three-quote process.

NOW, THEREFORE, BE IT RESOLVED by the City Council, of the City of Laurel, Montana, that the City Council hereby accepts the quote submitted by Star Service, Inc.; and

BE IT FURTHER RESOLVED, the City Council hereby authorizes the Mayor to execute a contract for the services and costs provided in the quote on the City's behalf.

Introduced at a regular meeting of the City Council on October 8, 2019, by Council Member Sparks.

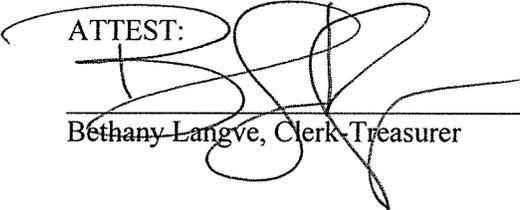
PASSED and APPROVED by the City Council of the City of Laurel this 8th day of October 2019.

APPROVED by the Mayor this 8th day of October 2019.

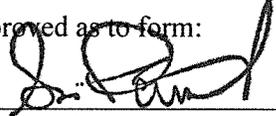
CITY OF LAUREL


Thomas C. Nelson, Mayor

ATTEST:


Bethany Langve, Clerk-Treasurer

Approved as to form:


Sam S. Painter, Civil City Attorney



2611 Gabel Road
Billings, MT 59102-7329
406 245 5499
KLJENG.COM

September 23, 2019

Kurt Markegard
City of Laurel
115 W. 1st Street
Laurel, MT 59144

Re: WWTP Screw Pump "A" Replacement Project

Dear Kurt:

Three quotes for the WWTP Screw Pump "A" Replacement Project were received on September 20, 2019. These quotes are for the removal of the existing screw pump, the preparation of the existing pump trough and the installation of the new screw pump. The City of Laurel is providing the screw pump and related mechanical equipment for this project. The first quote was \$59,800.00 received from Star Service, Inc., the second was for \$82,000.00 received from Dick Anderson Construction, and the third was for \$64,645.00 received from COP Construction. We have attached a copy of the Quote Tabulation for your records.

This pump replacement is being considered an emergency and this was not a public bid, therefore bid bonds were not required. All quotes complied with the prepared Quote Package provided to the contractors and all three contractors had visited the site to familiarize themselves with the project.

Star Service Inc. submitted the lowest responsive quote and we recommend the City enter into an agreement with Star Service Inc. in the amount of \$59,800.00, for the replacement of the screw pump. Star Service Inc. will provide a signed Agreement and Certificate of Insurance for the project. Since the City pre-purchased the equipment and the contractors were pre-qualified, the City choose not to require performance or payment bonds for this project.

If you have any questions or concerns, please contact me at (406) 247-2913.

Sincerely,

KLJ

A handwritten signature in black ink, appearing to read 'Douglas C. Whitney', written over a horizontal line.

Douglas C. Whitney, PE
Project Manager

Attachment(s): Quote Tabulation
Project #: 1804-00347, Task 6
cc: Tim Reiter – City of Laurel

TABULATION OF QUOTES

WWTP SCREW PUMP "A" REPLACEMENT KLI#1804-00347 Task 6
 CITY OF LAUREL, MONTANA
 September 20, 2019



Item	Description	Qty		Unit	Star Service, Inc.		Dick Anderson Construction, Inc.		COP Construction, LLC		
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
N/A	Quote	1	LS	\$	59,800.00	\$	59,800.00	\$	82,000.00	\$	64,645.00
Total of Base Bid					\$	59,800.00	\$	82,000.00	\$	64,645.00	

This represents a true tabulation of quotes received on September 20, 2019.
 These quotes are for the removal of the existing screw pump, preparation of the pump trough and installation of the City supplied replacement pump.



Douglas C. Whitney, PE
 Project Manager
 Date: September 23, 2019

SECTION 00300
QUOTE

PROJECT IDENTIFICATION:

WWTP Screw Pump "A" Replacement
Laurel, MT
KLJ PROJECT: 1804-00347 Task 6

ARTICLE 1 - REPRESENTATIONS

1.01 In submitting this Quote, the Contractor represents, as set forth in the Agreement, that:

- A. Contractor has examined the Documents, any other related data, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>N/A</u>	<u>N/A</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

ARTICLE 2 - BIDDER'S CERTIFICATION

2.01 Bidder certifies and acknowledges:

- A. That no official of Owner, Engineer or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or Contracts of Bidder.
- B. That Owner reserves the right to reject any or all Quotes.
- C. That Contractor understands that the award will be made by Owner on the basis, in Owner's sole and absolute judgment, will best serve the interest of Owner.

ARTICLE 5 - QUOTE SUBMITTAL

SUBMITTED on 9/20/19
(Date)

Montana Contractor's Registration # 1373

Employer's Tax ID No. 81-0286737

Name: Star Service, Inc.
(Corporation Name)

State of Incorporation: Montana

Type (General Business, Professional, Service, Limited Liability): General Business

By: *Mike Jones*
(Signature of person authorized to sign)

Title: Secretary/Treasurer

Attest: *Stephanie Hollenberg*
(Signature)

Business Address: PO Box 1560 / 26 South 24th Street Billings, MT

Phone No.: (406) 259-3754 FAX No.: (406) 259-2420

Date of Qualification To Do Business Is: 1961

(Corporate Seal)

END OF SECTION

SECTION 00500
AGREEMENT FORM

This Agreement is dated as of the 8th day of October in the year 2019, by and between the City of Laurel, hereinafter called "Owner" and Star Service, Inc., hereinafter called "Contractor". Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The removal of the existing and installation of the new Screw Pump "A" along with the upper and lower bearings, drive assembly and motor along with any incidentals including, but not limited to channel grouting and electrical reconnections. Owner will provide the replacement pump, upper and lower bearings, drive assembly and motor.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

WWTP Screw Pump "A" Replacement Project

ARTICLE 3 - ENGINEER

3.01 Kadrmas, Lee and Jackson, Inc. (KLJ), will act as Owner's Representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days for Substantial Completion and Final Payment*

A. Work will be substantially completed within 14 calendar days of the delivery of the screw pump and appurtenances.

B. Substantial completion will be determined as in Paragraph 1.01 of the General Conditions.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02

above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$0.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.

ARTICLE 5 - CONTRACT PRICE

5.01 *Contract Payment*

- A. Owner shall pay Contractor for completion of the work in accordance with the Contract Documents the lump sum amount (subject to adjustment as provided in the Contract Documents) of fifty nine thousand, eight hundred dollars, \$59,800.00.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Application for Payment at the completion of the work.
- B. There will not be any retainage held for this work.
- C. This work is subject to the 1% GRT.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents (including all Addenda) listed in Paragraph 8 and the other related data.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- E. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.
- F. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (Pages 1 to 6, inclusive).
 - 2. Standard General Conditions (MPWSS).
 - 3. Supplementary Conditions (MPWSS).
 - 4. Special Provisions
 - 5. Appendices A through J
 - 6. Wage Rates (Current Heavy Construction Rates)
 - 7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments
 - b. Work Change Directives
 - c. Change Orders
 - 8. Certificates of Insurance
- B. There are no Contract Documents other than those listed above in this Article 8.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the

contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents 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 Owner and Contractor, who agree that the Contract Documents 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.

IN WITNESS WHEREOF, Owner and Contractor have signed 3 copies of the Agreement. One has been delivered to Owner, one to Contractor and one to Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on October 8, 2019 (which is the Effective Date of the Agreement).

OWNER *Thomas C Nelson*
Signature

By: Thomas C Nelson

Title: Mayor

Attest: *Bethany Langve*
Signature

By: Bethany Langve

Title: Clerk / Treasurer

Address for giving notices: PO Box 10 Laurel MT 59044

Phone No.: 406-628-7431

Fax No.: 406-628-2289

CONTRACTOR:
Mike Jones
Signature

By: Mike B. Jones

Title: Secretary/Treasurer

Attest: *Suzanne R. Wollenburg*
Signature

By: Suzanne R. Wollenburg

Title: Administrator

Address for giving notices: PO Box 1560 Billings, MT 59103

Phone No.: (406) 259-3754

Fax No.: (406) 259-2420

License No.: #1383



(CORPORATE SEAL)

(If OWNER is a public body, attach evidence authority to sign and resolution or other documents authorizing execution of Owner - Contractor Agreement.

(SEAL)

Contractor Registration No. of

Agent for service of process:

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Owner's Designated Representative:

Name: _____

Title: _____

Address: _____

Phone No.: _____

FAX No.: _____

Contractor's Designated Representative:

Name: Mike B. Jones

Title: Secretary/Treasurer

Address: PO Box 1560 / 26 South 24th Street

Billings, MT 59103

Phone No.: (406) 259-3754

FAX No.: (406) 259-2420

END OF SECTION

