

RESOLUTION NO. R23-53

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO APPROVE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH TLC PATRIOT SEPTIC & EXCAVATION.

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

Section 1: Approval. The Independent Contractor Service Contract with TLC Patriot Septic & Excavation, for septic and excavation work to be performed at the American Legion Building at Riverside Park, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Independent Contractor Service Contract with TLC Patriot Septic & Excavation on behalf of the City.

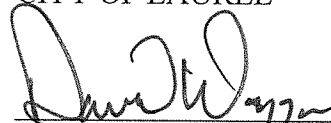
Introduced at a regular meeting of the City Council on the 22nd day of August, 2023, by Council Member Wheeler.

PASSED and APPROVED by the City Council of the City of Laurel the 22nd day of August, 2023.

APPROVED by the Mayor the 22nd day of August, 2023.

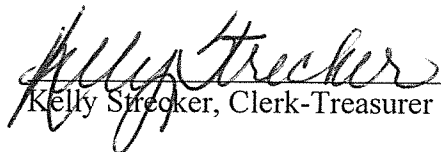


CITY OF LAUREL




Dave Waggoner, Mayor

ATTEST:



Kelly Sirecker, Clerk-Treasurer

APPROVED AS TO FORM:



Michele L. Braukmann, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 22nd day of August 2023, 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 TLC Patriot Septic & Excavation, a contractor licensed to conduct business in the State of Montana, whose address is P.O. Box 128, Laurel, MT 59044, hereinafter referred to as “Contractor”.

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated August 2, 2023, attached hereto as Exhibit “A” and by this reference made part of this contract.

B. Effective Date. This contract is effective upon the date of its execution by both Parties. Contractor shall complete the services within 60 days of commencing work. The parties may extend the term of this contract in writing prior to its termination for good cause.

C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract, any applicable Montana Public Work Standard(s) and Exhibit “A”.

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor ten thousand three hundred fifteen dollars and no cents (\$10,315.00) for the work described in Exhibit A. 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. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY’S RESPONSIBILITIES

Upon completion of the contract and acceptance of the work, City shall pay Contractor the contract price, plus or minus any additions or deductions agreed upon between the parties in accordance with Sections one and two, if any.

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 abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. 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. Contractor understands that all contractors or subcontractors working on publicly funded projects are required to have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more. This license fee is paid to the Montana Department of Revenue pursuant to Montana law.

C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Construction Project shall be new and where not otherwise specified, of the most suitable grade for their intended uses.

D. All workmanship and materials shall be of a kind and nature acceptable to the City.

E. All equipment, materials, and labor provided to, on, or for the Contract must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work and ending one (1) year from completion and final acceptance by the City. 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.

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

G. 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 necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

H. 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.

I. 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.

J. 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.

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

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

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 its referenced attachment 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 THIRTEENTH
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.

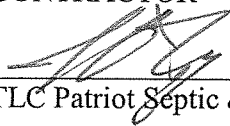
SIGNED AND AGREED BY BOTH PARTIES ON THE 22nd DAY OF AUGUST 2023.

CITY OF LAUREL



Dave Waggoner, Mayor

CONTRACTOR



TLC Patriot Septic & Excovation

ATTEST:



Kelly Strecker, Clerk/Treasurer

Employer Identification Number

85-1415189

TLC - PATRIOT SEPTIC & EXCAVATION
P.O. BOX 128
LAUREL, MT 59044
406-633-4333
www.tlcpatriotsservicesmt.com

Estimate

Date	Estimate #
8/2/2023	1709

Name / Address
City of Laurel PO Box 10 Laurel, MT 59044



Description	Qty	Project
		Total
Septic Tank Replacement per County Approved Replacement Form. Permit # Jobsite: Riverside Park, Laurel, MT Scope of work: Replace transfer line from building to tank. Excavate out the old transfer line. Haul in 12 ton of bedding rock Haul in 12 ton of 3/4" Road base (Will be taken off final invoice if good compaction dirt is available for reuse) Install up to 65' of 4" Sch 40 pipe w/ proper slope (1/4 per ft) Bed in the pipe and compact accordingly. Two loads dump truck. Two operators w/ machines. Compaction equipment. Estimate for work described above.		2,815.00

Signed Estimate and 50% Deposit required to schedule . Notice of Right to Claim Lien under Montana Law.	Total
--	--------------

TLC -PATRIOT SEPTIC & EXCAVATION
P.O. BOX 128
LAUREL, MT 59044
406-633-4333
www.tlcpatriotservicesmt.com

Estimate

Date	Estimate #
8/2/2023	1709

Name / Address
City of Laurel PO Box 10 Laurel, MT 59044



Project

Description	Qty	Total
<p>This estimate is for the installation of our SludgeHammer system. System will introduce bacteria into existing drainfield lines to remove bio mat build up and prolong the life of the septic system.</p> <p>Add SludgeHammer Floating Matrix before effluent filter. Install rectangular SludgeHammer basin and 80 watt air pump with alarm at/near foundation and power supply. Trench and plumb to inlet riser on septic tank. Install the SludgeHammer S-86 in the inlet side of the septic tank and plumb accordingly. Install SH bug stick into SH S-86. Install Simtech pleated filter onto the outlet pipe. Add SludgeHammer Floating Matrix before effluent filter. Excavate at each drain field leg and jet out drain field leg. Pump/jet SludgeHammer bacteria into each drain field leg. Backfill accordingly. Clean up and put system online.</p> <p>Air box for SludgeHammer will be placed along side of foundation of house. Home owner to supply electrician for a 110 volt outlet to power airbox.</p> <p>Onboard customer: Education on system and maintenance contract.</p> <p>*Includes a 2 year MT State required maintenance contract; Test sampling, DEQ Reporting, Service/ Maintenance @ 1 per yr.</p> <p>SludgeHammer Bioremediation w/ drain field repairs.</p> <p>This estimate is for the work described above and does not include: - Surveying, geotechnical testing, or bonds - Rock Excavation - If rock requiring a hydraulic breaker to remove is encountered, then an additional cost to the estimate will be negotiated with a \$1500.00 minimum fee added to estimate and rock will be broken for no less than \$375.00 per hour and will be negotiated at that time. Class "B" rock excavation will be negotiated at the time of excavation. Minimum charge per cubic yard of Class B material is \$18.00 per cubic yard. If haul off of Class B excavation or additional material needs to be brought in for backfill to replace Class B excavated material, that will be negotiated at the time. -Frost or ice removal, additional material needed - gravel soil etc., as a result of frost or ice removal. -Subgrade stabilization or dewatering</p>		7,500.00

Signed Estimate and 50% Deposit required to schedule . Notice of Right to Claim Lien under Montana Law.	Total
---	--------------

TLC - PATRIOT SEPTIC & EXCAVATION
 P.O. BOX 128
 LAUREL, MT 59044
 406-633-4333
 www.tlcpatriotsservicesmt.com

Estimate

Date	Estimate #
8/2/2023	1709

Name / Address
City of Laurel PO Box 10 Laurel, MT 59044



Project

Description	Qty	Total
<ul style="list-style-type: none"> - Engineering, surveying, as-builts other than listed above. - Tree removal or replacement - Future settlement or seeding repairs, sodding - Removal, relocation, time lost, or repair to any underground utilities that conflict with this repair - Concrete asphalt removal or repair other than stated on description of work above - Easements with enough room to do this work - Pipe repair or replacement inside or under house foundation or floor - Water, water truck etc. for dust control or compaction - Site restoration, fine grade seed or straw - Any unknown or conditions not readily visible are excluded and subject to a Change Work Order including asbestos mitigation, rock beds, and high-water table, frozen ground (Frost), etc. <p>One Call locates (811) will be done prior to start date by TLC, TLC - Patriot will not dig through any utilities or move any utilities. Any damage to private utilities not located by 811, landscape, sprinklers, dog fence, waterlines, propane lines, garage power lines, etc. will be customers responsibility to have repaired at their expense it is not included in TLC Patriot's prices. This estimate does not include any time lost to excavating around utilities in conflict with estimated work not known at the time of bidding this project. Any time extra time to dig around the unknown utilities will be done on a Time and Material basis. Site will be left at construction rough grade unless otherwise listed in bid. Construction rough grade is dirt/ fill material placed in disturbed area within 10 feet of foundation/ dig area, not landscape ready. No haul off is included nor landscaping is included unless noted in bid. Dirt may settle over time. TLC - Patriot does not warranty against settling of any backfilled areas but can be contracted to add fill.</p> <p>All estimate items are tied and cannot be independently contracted unless agreed to by TLC - Patriot Septic and Excavation.</p> <ul style="list-style-type: none"> - Project schedule to be agreed upon between owner and contractor prior to start date. - We have assumed that the site will be available for temporary staging/stockpiling area and there will be unimpeded access to the work so that work can be completed without delay. - This proposal is contingent on a mutually agreeable start date, contract - including this proposal as a standard attachment. Payment terms are described below and will be followed by customer and contractor. - Any work done outside of the scope of work will require a signed or verbal change work order acceptance in order to proceed with execution of work. - This is an Estimate and not a final invoice. Work done outside of the scope of this estimate will result in additional billing. A final invoice for work done will be sent out after work has been done. - Estimate does not include work needed to be done by a licensed electrician or plumber. - Estimate is subject to a 10% contingency price increase/decrease. 		

Signed Estimate and 50% Deposit required to schedule . Notice of Right to Claim Lien under Montana Law.	Total
---	--------------

TLC - PATRIOT SEPTIC & EXCAVATION
 P.O. BOX 128
 LAUREL, MT 59044
 406-633-4333
 www.tlcpatriotervicesmt.com

Estimate

Date	Estimate #
8/2/2023	1709

Name / Address
City of Laurel PO Box 10 Laurel, MT 59044



Project

Description	Qty	Total
<p>-If final invoice is not paid in full within 10 days, TLC Patriot reserves the right to enter property without notice in order to recover materials and/or equipment belonging to TLC Patriot. Balances that are not paid within 10 days are subject to a \$25 per month late fee and a 1.5% per month FINANCE CHARGE, or an annual percentage rate of 18%. In the case that collection expenses are incurred, the client shall pay all collection expenses.</p> <p>-Estimate is good for 14 days.</p> <p>Above work will be completed in a professional manner according to standard practices and under authorization as a licensed county installer. Work is contingent upon receipt of deposit, weather, strikes, accidents or delays beyond our control. A signed copy of the estimate and a 50% down payment is required prior to job start date to schedule. Payments made by credit card will be charged an additional 4% of total. CONFIDENTIALITY NOTICE: The information contained in this estimate is privileged and confidential information that is intended for the sole use of the addressee. Access to this estimate by anyone else is unauthorized. E-mails sent through the Internet are not secure. Do not use e-mail to send us confidential information such as credit card numbers, changes of address, PIN numbers, passwords or other important information. Please do not transmit orders and/or instructions regarding your account(s) by e-mail. These such orders and/or instructions transmitted by e-mail will not be accepted by TLC - Patriot Septic and Excavation. TLC - Patriot Septic and Excavation will not be responsible for carrying out such orders and/or instructions. If you are not the intended recipient, please advise the sender immediately by reply e-mail and delete this message and any attachments without retaining a copy or disseminating this message. Please be aware that the use of any confidential or personal information may be restricted by state and federal privacy laws. Thank you.</p>		

Signed Estimate and 50% Deposit required to schedule . Notice of Right to Claim Lien under Montana Law.	Total	\$10,315.00
---	--------------	-------------

Signature *David Wagoner* Title Manager Date 8/22/23 Page 4