

**MINUTES  
CITY OF LAUREL  
CITY COUNCIL WORKSHOP  
TUESDAY, MARCH 16, 2021**

A Council Workshop was held in Council Chambers and called to order by Mayor Tom Nelson at 6:33 p.m. on March 16, 2021.

**COUNCIL MEMBERS PRESENT:**

<input checked="" type="checkbox"/> Emelie Eaton	<input checked="" type="checkbox"/> Heidi Sparks
<input checked="" type="checkbox"/> Bruce McGee	<input checked="" type="checkbox"/> Richard Herr
<input checked="" type="checkbox"/> Scot Stokes	<input checked="" type="checkbox"/> Irv Wilke
<input checked="" type="checkbox"/> Richard Klose	<input type="checkbox"/> Don Nelson

**OTHERS PRESENT:**

Kurt Markegard, Public Works Director  
Nick Altonaga, Planning Director  
Nathan Herman, Utility Plants Superintendent

**Public Input:**

There were none.

**General Items**

**Executive Review**

1. Resolution - A Resolution Of The City Council To Amend The Large Grant Request Program Budget Pursuant To The Recommendation Of The Laurel Urban Renewal Agency.

Nick Altonaga, Planning Director, stated the Laurel Urban Renewal Agency had discussed the increase for the past few months. Last year the Large Grant cap was increased to \$225k. The use of this program has significantly increased. They are recommending the cap be increased to \$275k. Total project costs last year were over \$500k. They would like to have the budget increased to be able to review projects and provide more reimbursement. So far this year, there have not been any applications.

It was questioned how this increase falls with LURA's overall budget. It was clarified there is still extra money left over after the loan payment and the current grant expenditures. In the past few years, LURA has received approximately \$600k in revenue. The Small Grant program is a small portion of their expenditures. There are a new hotel and commercial rental space going in near Walmart. That will increase revenues as well.

2. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Memorandum Of Understanding With The Laurel Lions Club And Laurel Community Foundation Accepting Donations For Improvements At The Laurel Lion's Family Park.

Kurt Markegard, Public Works Director, stated this project is in connection with the money granted from the Exxon oil spill. The Lions spearheaded this project. The City applied for the funds on their behalf. The project is expected to cost up to \$200k. The Lions have been fundraising for this project. Laurel Community Foundation has been handling the donations.

Paul Kober, 1008 E. 8<sup>th</sup> Street, stated he is with the Lions. They were awarded a grant of \$80k. There are approximately \$30k of additional funds that they could contribute to the project.

These funds will be transferred to the City as they bid on the project. The plans were turned over to the City earlier today. The dock will be a T-shaped dock to allow for handicap accessibility to the pond. KLJ did the design work, and the project is ready to go out to bid.

The City has used pit fill gravel to widen the walking path around the pond. It will be a community amenity. Fishing will be available. The fishing game stocks the pond. The City is looking at putting in more riprap along the pond's eastern side to keep the shore from eroding.

This MOU is to transfer those funds to the City to begin work on this project.

It was questioned if the riprap is needed all the way around. It was clarified only on the eastern side as the prevailing winds are in a northwesterly direction.

Any funds remaining after the construction of the dock will be used to pave the walkway. Most likely, there will not be enough to pave all the way around the pond, but a portion will be paved.

3. Ordinance - An Ordinance Amending Certain Chapters Of Title 14 Of The Laurel Municipal Code Relating To The Adoption And Enforcement Of Building Codes For The City Of Laurel As Required By The State Of Montana.

Nick Altonaga, Planning Director, stated that Karen has been working over the past few years to update various codes. This is another one of those efforts. There are minor tweaks in the language in tandem with other codes. There is a statutory deadline with the State on this ordinance.

### **Council Issues**

4. Individual Duck Variance

It was clarified that both this agenda item and the next would be part of the same discussion.

The attached handout was given to Council.

Recently a Constituent contacted a Council Member about being fined for ducks on her property. She stated that due to the incline of the ducks, they naturally congregate there. This Council

Member is proposing the attached ordinance change. This Council Member wanted to get feedback from the rest of the Council on if they would like to pursue the code change.

It was questioned why the constituent was fined for the ducks if they were naturally on the property. Council noted they felt there was more to this story. Council noted that by allowing ducks as proposed in the language change, they felt that chickens would come up again. It was questioned if Council wanted to broach the topic. Council also questioned what happens if the ducks choose to come back and raise their ducklings in a yard. They would have more than six ducks would they get fined.

Council Members were not interested in bringing this ordinance forward at a business meeting.

Mayor Nelson stated that if people are interested in discussing the chicken issue, they would need to bring it to Emergency Services.

#### 5. Review Ordinance 6.16.010.

This agenda item was discussed with the previous item.

#### **Other Items**

- **Small Service Contract – Manhole Repairs**

Kurt Markegard, Public Works Director, and Nathan Herman, Utility Plants Superintendent, stated this small service contract could not wait the five weeks it would have taken to bring this forward on the next Council cycle. The rubber liners need to be ordered before the work can begin.

The quote was received yesterday. The contractor will be in the area repairing manholes and will waive the \$2500 mobilization fee. This is the same contractor as in past years. One manhole slotted to be repaired at the Water Treatment Plant. That manhole contains the meter for raw water going to CHS. The liner will help waterproof the manhole. The meter is water submergible but cannot be submerged 100% of the time. When the ditches fill in April, water will begin to fill the manhole as in previous years. The City cannot pump out water fast enough. Currently have a 150-gallon pump in the manhole to keep the water level down. The City has had to replace the meter before because of this issue. When the meter goes down, the City must take an average usage to bill CHS. That may or may not be what the refinery is currently using. It is better not to have the meter fail.

The manholes are typically on a monthly cleaning schedule. Crews go in with a jet rodder and move any solids. However, with Covid concerns, the monthly maintenance has been suspended as the water vapor is an exposure risk.

There is one manhole on the southside that is made of brick. The goal is to preserve this manhole as long as possible.

It was questioned what the cost to replace the meter would be. It was clarified that the meter costs \$4k to replace.

- **Small Service Contract - Doors**

Kurt Markegard, Public Works Director, apologized to Council. When the Utility Plants Superintendent gave him the quote, he thought it needed to go to Budget/Finance Committee; however, the quote is not just for the doors themselves but also for the labor to install the doors. Thus needing to come to Council.

Nathan, Utility Plants Superintendent, stated the recent windstorm caught the door and broke the pins on the top and bottom. It also bent the door. The doors are 9 feet by 14 feet in size. These are custom doors. The doors are used to bring the chlorine into the Water Treatment Plant.

It was questioned if, while replacing the doors if they could be fixed so this does not happen again. It was clarified that they would be reinforced to stop this from happening again in the future.

It was questioned why the doors were so pricey. It was clarified the doors are made out of fiberglass. It was further questioned why this is not an insurance claim. It was further clarified that this could be an insurance claim; however, since the City has the funds to replace the door, it is better not to submit an insurance claim. It would cost the City more to submit the claim as the rates would go up for the next three years.

### **Review of Draft Council Agendas**

6. Draft Council Agenda for March 23, 2021.

The two small service contracts will be added to next week's meeting.

### **Attendance at Upcoming Council Meeting**

All present at tonight's meeting will be at next week's meeting.

### **Announcements**

Mayor Nelson briefly reviewed the proper meeting procedure. There have been questions on how the two different meetings work. Many municipalities around the State do not have work sessions. We have moved to having work sessions in conjunction with Council meetings. The Workshop is meant to have items brought before Council for debate. Then it will move onto a Council meeting. Staff will not be present at Council meetings. The motion is made to bring the item forward. Public comment is for the public to state if they are in favor or not of the item being presented. Council discussion is for Council to state to other Council Members why they think it should be voted up or down. Council Members are allowed to speak twice. Should Council feel they need additional questions answered to make a decision, they can move to bring back to the next Workshop. If the motion to table the motion fails, the original question would then be called to question.

In the event, an item is brought to Council without being debated at a Workshop; the item will be debated prior to the motion being called.

A Council Member noted the Tri-County banquet would be held in Joliet this year. They were hoping to have the banquet in Riverside Park, but that is not ironed out just yet.

The next Emergency Services Committee will be Monday, March 22, 2021, at 6:00 in Council Chambers.

A Council Member noted the maps in Council Chambers are about four years old. It was questioned if these maps can be updated.

Council was reminded that March is a five Tuesday month. There will be no meeting held on March 30, 2021.

The council workshop adjourned at 7:37 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Brittney Moorman', written in a cursive style.

Brittney Moorman  
Administrative Assistant

**NOTE: This meeting is open to the public. This meeting is for information and discussion of the Council for the listed workshop agenda items.**

Council:

I decided to write out everything I was going to say regarding this topic to prevent confusion.

I was approached by a constituent who was asking for a Variance specific to her situation.

I am aware certain Councilmembers are not fond of variances, due to future possible ramifications. As such, I listened to what this constituent had to say and considered how her situation might affect the community as a whole.

My solution is what follows.

Please understand that I am asking two things.

**First**, I want the Council to consider the change to Ordinance I am proposing.

If the Council agrees tonight that the changes are acceptable, I would like a simple Resolution drawn up for vote next week which reflects that the Council would be in favor of making these changes. If the Council votes in favor of the Resolution reflecting these simple changes to the Ordinance, I would then like to pass this proposal along to Code Enforcement so the proper steps can be followed in changing this Ordinance.

**Second**, I would like Code Enforcement to make the simple changes I am proposing. I don't want to have these changes be included in a larger update of the Code or be put aside for later consideration. This proposal is in response to a specific constituent request and I want to only address that request.

**Title 6 Animals**

**Chapter 6.16 Miscellaneous Animal Regulations**

**Section 6.16.010 Keeping Certain Animals Prohibited.**

Paragraph A reads:

- A. No person shall keep swine, chickens, ducks, geese, turkeys, goats, horses, sheep, cows, mules, or chinchillas within the limits of the city except when transferring such animals to market or where otherwise allowed within this code.

What I propose is to simply remove the word “ducks” from this paragraph.

**Title 6 Animals**

**Chapter 6.16 Miscellaneous Animal Regulations**

**Section 6.16.010 Keeping Certain Animals Prohibited.**

Paragraph C reads:

- C. No person shall keep or maintain more than three pairs or total of six pigeons. Persons keeping pigeons shall not allow any barn, shed, cage, yard or other place wherein such pigeons are kept or housed to become filthy or offensive to neighbors or passersby, or injurious to the health of any neighborhood or tend to contaminate the atmosphere in any place in the city, nor shall the persons suffer or permit such pigeons to make any loud or continuous noises tending to annoy or disturb any neighbors or neighborhood. Violations of this subsection are deemed to constitute a public nuisance under Section 6.16.030 of this code and shall be punishable as provided in Sections 6.16.030 and 6.08.080 of this code.

What I would like to propose in this section is to add the word “or ducks” in the four places where the word “pigeons” appear, so that it reads:

No person shall keep or maintain more than three pairs or total of six pigeons or ducks.

Persons keeping pigeons or ducks shall not allow any barn, shed, cage, yard or other place wherein such pigeons or ducks are kept or housed to become filthy or offensive to neighbors or passersby, or injurious to the health of any neighborhood or tend to contaminate the atmosphere in any place in the city, nor shall the persons suffer or permit such pigeons or ducks to make any loud or continuous noises tending to annoy or disturb any neighbors or neighborhood.

RESOLUTION NO. R21-\_\_

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH CIP CONSTRUCTION TECHNOLOGIES, INC. FOR THE REHABILITATION AND REPAIR OF CERTAIN SEWER MANHOLES FOR THE CITY OF LAUREL.

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

Section 1: Approval. The Independent Contractor Service Contract (“Contract”) recommended by the Mayor and Staff, is attached hereto and incorporated herein and by adoption of the resolution, hereby approved.

Section 2: Adoption and Execution. The Mayor and City Clerk are hereby authorized to execute the Contract on the City’s behalf.

Introduced at a regular meeting of the City Council on \_\_\_\_\_, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this \_\_\_ day of \_\_\_\_\_ 2021.

APPROVED by the Mayor this \_\_\_ day of \_\_\_\_\_ 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, City Clerk/Treasurer

Approved as to form:

\_\_\_\_\_  
Sam S. Painter, Civil City Attorney



## **INDEPENDENT CONTRACTOR SERVICE CONTRACT**

This Contract is made and entered into this 23<sup>rd</sup> day of March, 2021, 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 CIP Construction Technologies, Inc., a contractor licensed to conduct business in the State of Montana, whose address is 134 1<sup>st</sup> Ave W Kalispell, MT 59901, 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 March 15, 2021, 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 seventeen thousand four hundred eighty five dollars and no cents (\$17,485.00) 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 23<sup>rd</sup> DAY OF MARCH, 2021.

CITY OF LAUREL

CONTRACTOR

\_\_\_\_\_  
Thomas C. Nelson, Mayor

\_\_\_\_\_  
CIP Construction Technologies, Inc.

ATTEST:

\_\_\_\_\_  
Employer Identification Number

\_\_\_\_\_  
Bethany Langve, Clerk/Treasurer

# CIP Construction Technologies, Inc.

134 1<sup>st</sup> Ave W Kalispell, MT 59901

Phone (406) 291-8017 Fax (406) 752-4630

Billing Phone: (406) 257-3938

E-mail: JimSwain@cipmanhole.com Website: www.cipmanhole.com

## PROPOSAL #LaurelPro21-3-15

March 15, 2021 Emailed  
City of Laurel  
Laurel, MT  
Phone 406-860-8139  
Email: mwheeler@laurel.mt.gov, jbaker@laurel.mt.gov  
Pages: 1

Attn: Matt Wheeler and Justin Baker

PROJECT: City of Laurel Manhole Rehabilitation  
SCOPE: Rehabilitate sewer manholes with cured-in-place fiberglass liner by authorized licensed installer CIP Construction Technologies, Inc.

ITEM	DESCRIPTION	DIMENSIONS <sup>c</sup>	PRICE
1a.	Line mh in alley 505 W 6 <sup>th</sup> St	4.0 x 7.0	5250.00
1b.	Reshape benches		750.00
2a.	Line mh 315 E Maryland Ln	4.0 x 6.58	4935.00
2b.	Build new invert channel		950.00
3.	Water Plant mh – seal with grout – risers, barrel joint & barrel joint		1000.00
4.	Line mh at S 5 <sup>th</sup> St & S 1 <sup>st</sup> Ave	4.0 x 5.75	4600.00
5.	Mobilization*		NC
TOTAL			\$17,485.00

\* The normal mobilization fee of \$2500 will be waived performed in conjunction with other upcoming CIP projects with MT Rail Link in Laurel.

It is agreed that the City of Laurel in all instances and at its expense, including but not limited to installation, repair, or warranty service, will provide CIP with the following: adequate access to structure(s), a source of water supply, traffic control if needed, assistance as needed to coordinate and control sewage flow (normally sewage flow does not need to be controlled as our process allows the flow to continue during installation), a location for garbage disposal (e.g., access to dumpster).

CIP will provide the normal preparatory work and equipment necessary to install the liner system. We expect that our process will eliminate further deterioration and greatly increase the life of the structure(s).

Best regards,

*Jim Swain*

Jim Swain  
President

RESOLUTION NO. R21-\_\_

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH ROCKY MOUNTAIN DOORS FOR THE PURCHASE AND INSTALLATION OF A DOOR FOR THE CITY'S WATER PLANT.**

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

Section 1: Approval. The Independent Contractor Service Contract ("Contract") recommended by the Mayor, City Attorney and Staff, is attached hereto and incorporated herein and is hereby approved.

Section 2: Adoption. The Mayor and City Clerk are hereby authorized to execute the Contract on the City's behalf.

Introduced at a regular meeting of the City Council on \_\_\_\_\_, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this \_\_\_ day of \_\_\_\_\_ 2021.

APPROVED by the Mayor this \_\_\_ day of \_\_\_\_\_ 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, City Clerk/Treasurer

Approved as to form:

\_\_\_\_\_  
Sam S. Painter, Civil City Attorney

## **INDEPENDENT CONTRACTOR SERVICE CONTRACT**

This Contract is made and entered into this 23<sup>rd</sup> day of March, 2021, 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 Rocky Mountain Doors, a contractor licensed to conduct business in the State of Montana, whose address is 131 Moore Lane Billings, MT 59101, 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 January 29, 2021, 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 eighteen thousand seven hundred ninety one dollars and sixty six cents (\$18,791.66) 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 23<sup>rd</sup> DAY OF MARCH, 2021.

CITY OF LAUREL

CONTRACTOR

\_\_\_\_\_  
Thomas C. Nelson, Mayor

\_\_\_\_\_  
Rocky Mountain Doors

ATTEST:

\_\_\_\_\_  
Employer Identification Number

\_\_\_\_\_  
Bethany Langve, Clerk/Treasurer

Rocky Mountain Doors

131 Moore Lane  
 Suite A  
 Billings, MT 59101  
 (406) 259-4898

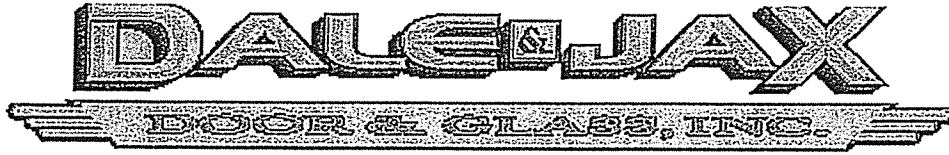
# Estimate

Date	Estimate #
1/29/2021	45672

Name / Address
HP NUERNBERGER 406-6961008 hpnuernberger@gmail.com

			Project
Description	Qty	Cost	Total
PAIR OF DOORS-SPECIAL-LITE AF-100 SERIES FIBERGLASS 96 X 177 1- LOUVER IN INACTIVE DOOR 1- CHAIN BOLT 1- LEVER LOCK 1-BOTTOM SURFACE BOLT HINGES DOOR SWEEPS ASTRAGALS WEATHERSTRIP KITS OVERHEAD STOPS INSTALL	1	18,791.66	18,791.66
		<b>Total</b>	\$18,791.66

Customer Signature \_\_\_\_\_



536 Moore Lane – P.O. Box 80385 – Billings, MT 59108-0385

(406) 252-8990 Fax (406) 252-0051 Toll Free 888-837-5107

February 23, 2021

Laurel Water Treatment Plant  
Laurel, MT

Re: Door & hardware replacement

**Quote:**

- 2 - Special-lite AF100 series fiberglass doors approx. 96" x 177"
- 1 - Louver in inactive door
- 1 - Chain bolt
- 1 - Bottom surface bolt
- 1 - Lever lock
- 1 - Set of hinges
- 1 - Set of door sweeps
- 1 - Set of astragals
- 1 - Set of weather-stripping
- 2 - Overhead stops

Supply and Install - \$24,950.00

Note: 50% down payment required prior to ordering materials

Should you have any questions concerning the above, please feel free to telephone me at 406-252-8990 or on my cell phone at 406-698-4940.

Jeremy M. Hein - Vice President  
Dale & Jax Door & Glass, Inc.