



FINANCE COMMITTEE AGENDA

June 6, 2022 – 4:00 pm | Council Chambers, City Hall

1. **Call meeting to order.**
 2. **Approval of Minutes.**
 - a. Regular Meeting: May 2, 2022
 3. **Public Comment** - Limit to three minutes per person.
 4. **Continued Business.**
 - a. Street Maintenance Resolution Referendum Discussion - Jordan
 5. **New Business.**
 - a. New Police Officer Travel Expenditure – Chief Smith
 - b. Recommendation of Award Landfill Drying Beds – Trent
 - c. Recommendation of Award 2022 Street Maintenance Project – Trent
 - d. Recommendation of In Control Inc. Pre-Engineering Survey Quote – Trent
 - e. Budget Review – Jordan
 - f. Review and sign May claims – Stan
 6. **Committee Comments or Concerns:**
 7. **Announcement of next meeting.**

Tuesday, July 5, 2022, at 4PM – Closed Monday July 4, 2022
 8. **Adjournment.**
-

Finance Committee

Members

Dick Bauman (Chair) | Joseph Callahan | Rob Kersch

CITY OF DEER LODGE

FINANCE COMMITTEE MEETING MINUTES

May 2, 2022 – 4:00pm | Council Chambers, City Hall

Members Present:	Dick Bauman, Rob Kersch, John Molendyke
Members Absent:	None
Mayor:	Absent
CAO:	Jordan Green
Staff:	Stan Glovan, Trent Freeman
Guests:	None

1. Call Meeting to Order:

- a. Chairperson Bauman called the meeting to order at 4:00PM.

2. Approval of Minutes:

- a. Regular Meeting: April 4, 2022
- b. Special Finance Meeting: April 18, 2022
Member Kersch motioned to approve both sets of minutes as presented. Member Molendyke seconded the motion. 3 Ayes, 0 Nos. Motion passed.

3. Public Comment:

- a. None

4. Continued Business:

- a. None

5. New Business:

- a. Approval Contactors 1st Pay Estimate PRA Project – Trent
Passenger Refueling Area (PRA) request for payment in the amount of \$29,193.57. Member Kersch motioned to approve Contractor's 1st pay estimate PRA project in the amount of \$29,193.57 and recommend it to Council. Member Molendyke seconded the motion. 3 Ayes, 0 Nos. Motion passed.
- b. Jaycee Cabin Bid Acceptance – Jordan
Received 1 bid for the open bid application on the Jaycee Cabin. The bid came in at \$503.01 base bid for the cabin and the party agreed to remove the foundation at his cost.
Member Kersch motioned to accept the bid presented and recommend it to Council. Member Molendyke seconded the motion. 3 Ayes, 0 Nos. Motion passed.

c. Retention Pond Land Acquisition – Jordan

Storm water mitigation is a plan for the city to help reduce flooding and stagnate water on the city streets. DEQ requires a retention pond with a metering system that meters the amount of water that goes into the creek. At California and West Street could be a suitable location for the retention pond. The lot is currently up for sale at \$29, 900. Public Works met and recommended to move forward as long as the flood plain requirements are met with our intended use. We do have the funds within our budget to purchase the land. Stormwater plan will need to be put in place before decisions can be made to use the land.

d. Dump Truck Acquisition Discussion – Trent

Budgeted \$120,000 this year for two dump trucks. Found one truck out of Spokane, which is now located in Missoula at \$52,500 and with a few extra items needed installed on the truck brings total to \$58,000. Asking for approval of \$60,000 to cover any incidentals.

Member Kersch motioned to approve the \$60,000 funds that have been budgeted for a dump truck. Member Molendyke seconded the motion. 3 Ayes, 0 Nos. Motion passed.

e. Review and sign April claims – Stan Glovan

Chairperson Bauman motioned to approve April claims as presented. Member Molendyke seconded the motion. 3 Ayes, 0 Nos. Motion passed.

6. Committee Comments or Concerns:

- a. Discussed removing Member John Molendyke off Financing and place Joseph Callahan on Finance.

7. Announcement of Next Meeting:

- a. June 6, 2022, at 4PM

8. Adjournment:

The meeting was adjourned at 4:38pm.

Prepared by: Cyndi Thompson, City Clerk

Dick Bauman, Chairperson

Date

Finance Committee Members

Dick Bauman (Chair) | Rob Kersch | John Molendyke



1 ENGINEERING PLACE • P.O. BOX 6147 • HELENA, MT 59604
406.442.3050 • www.m-m.net

May 10, 2022

Mayor James Jess
City of Deer Lodge
300 Main Street
Deer Lodge, MT 59722

RE: Services Associated with the WWTP – Landfill Drying Beds

Dear Mayor Jess:

Bids were received for the Services Associated with the WWTP – Landfill Drying Beds project until 2:00 PM on May 5, 2022 and were opened and read aloud. This letter summarizes information pertaining to the bidding process, the bids received, and makes a recommendation of award.

ADVERTISEMENT / BIDDING PERIOD

The project was advertised two times in the Silver State Post. Also, the project was advertised via the QuestCDN online construction data network and Montana Plans Exchanges beginning April 13, 2022.

The bidding period allowed three weeks for contractors to prepare their bids. A pre-bid meeting was held on April 21, which was greater than one week prior to the date the bids were due. The pre-bid meeting was used to discuss the project plans, specifications, special project requirements, answer questions from the bidders, and walk the project site.

Two addenda were issued during the bidding period, including several clarifications and additional information with the minutes from the pre-bid meeting.

BIDS RECEIVED & EVALUATION OF BIDS

Of the four companies that showed interest in the project and/or attended the pre-bid meeting, two contractors turned in bids for the project.

The bids ranged from \$209,650 by MJD Contracting, LLC to \$413,126 by Prospect Construction, INC. Their low bid of by MJD Contracting, LLC was 16% below the Engineer's estimate (\$249,684) and 50% below the high bid by Prospect Construction, Inc.

Upon review of the bidder's unit prices there were no discrepancies noted in either bid. Differences in the bids are across the board and may reflect that Prospect stated that they would not be able to start this project until late summer.

Attached to this letter is a certified bid tabulation that provides an item-by-item comparison between each of the bids as well as the Engineer's estimate.

BID IRREGULARITIES

All submitted bids were complete with respect to submission of the required forms which included: signed bid form, bid bond, evidence of registration with the Montana Department of Labor &

We create solutions that build better communities.



Industry, information required of bidders and the required forms. There were no errors or irregularities discovered within the unit prices or total bid prices on the bid sheets.

EVALUATION OF LOW BIDDER

MJD Contracting is based out of Helena and has experience with this type of work, including larger and smaller projects. Projects listed in the experience list predate the formation of MJD Contracting, LLC and include projects Marty Logan, the listed project superintendent, has worked on as project manager and superintendent for other contractors. He worked on a number of projects with Morrison-Maierle, and the experience was generally good.

Projects listed for 2019, 2020, and 2021 (since formation of MJD Contracting) range from \$64,000 to \$716,000 with multiple projects completed each year. This indicates that MJD Contracting has the necessary capacity to complete the work for this project. MJD Contracting will perform the earthwork, piping, septic tank installation, and incidental work with a local sub (JLC Inc, Butte) performing the concrete work.

CONCLUSION

Based on the bids received and the qualifications of the low bidder, we recommend award of the project to MJD Contracting, LLC, for their bid price of \$209,650.00 contingent upon receiving the necessary approvals through the City's bid review process prior to execution of the Agreement.

The bid remains subject to acceptance for sixty (60) calendar days after the bid opening. We encourage award of the project as soon as possible to provide the Contractor with certainty of the project, and to allow adequate time to complete the contract documents and for planning and scheduling of the project.

MORRISON-MAIERLE, INC.

A handwritten signature in cursive script that reads "Rika Lashley".

Rika Lashley, P.E.
Project Manager

CC: Trent Freeman, City of Deer Lodge Public Works Superintendent
Alan Erickson, Morrison-Maierle

Enclosures: Certified Bid Tabulation
Draft Notice of Award



April 27, 2022

Mr. Jordan Green
Chief Administrative Officer
City of Deer Lodge
300 Main Street
Deer Lodge, MT 59722

RE: Recommendation of Award – 2022 Street Maintenance Project

Dear Jordan:

Construction bids for the 2022 Street Maintenance project were received and opened on April 26, 2022. One bid was received and is within the requirements stated in the Bid Documents. We have reviewed the results and no errors were found that affected the bid. After review of the bid documents, we feel that Hollow Contracting, Inc. met the requirements contained in the Instructions to Bidders. Hollow Contracting's bid is \$444,137.85.

Stahly Engineering recommends that the City of Deer Lodge award the construction contract to Hollow Contracting, Inc. for the 2022 Street Maintenance project.

Please feel free to contact me if you have any questions.

Sincerely,

Kurt Thomson, PE
Project Manager

City of Deer Lodge
2022 Street Maintenance Project

Item	Qty	Unit	Description	Engineer's Estimate		Hollow Contracting, Inc.	
				Unit Cost	Total Cost	Unit Cost	Total Cost
101	1	LS	General Requirements	\$20,000.00	\$20,000.00	\$33,000.00	\$33,000.00
102	1	LS	Traffic Control	\$9,000.00	\$9,000.00	\$24,200.00	\$24,200.00
103	6,752	SY	2 Inch Cold Mill	\$2.50	\$16,880.00	\$3.00	\$20,256.00
104	317	SY	Transition Milling (2-inch to 0)	\$5.00	\$1,585.00	\$7.00	\$2,219.00
105	2,134	SY	Dig Out and Pave (2 inch)	\$20.00	\$42,680.00	\$29.50	\$62,953.00
106	11,535	SY	Paving (2-inch)	\$12.50	\$144,187.50	\$15.85	\$182,829.75
107	1	LS	Asphalt Tack Coat	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00
108	7,258	LF	Crack Sealing	\$1.75	\$12,701.50	\$2.25	\$16,330.50
109	27,465	SY	Asphalt Seal Coat (chip seal)	\$2.20	\$60,423.00	\$2.84	\$78,000.60
110	4,783	SY	Paving Fabric	\$3.20	\$15,305.60	\$3.00	\$14,349.00
111	20	SY	Concrete Double Gutter	\$125.00	\$2,500.00	\$375.00	\$7,500.00

Estimated Project Total

=

\$328,762.60

\$444,137.85



In Control, Inc.
10350 Jamestown St. NE
Blaine, MN 55449

PROPOSAL # QP22051301-01

To: City of Deer Lodge

Date: May 13, 2022

From: Cade Beeton

Valid: 30 days

Page: 1 of 5

Attn: Trent Freeman

Re: City of Deer Lodge Water System Data Gathering and Pre-Engineering Survey

In Control, Inc. is pleased to provide our proposal for a pre-engineering survey and services. This proposal is based upon discussions with Trent Freeman and In Control's findings after a site visit. The overall water system was found to be operational, but in need of upgrades due to much of the equipment being obsolete and difficult to find replacements for. The outcome and deliverables of this survey will provide In Control with the proper documentation, drawings, backup configurations and programming from the existing system to understand what is required to take over as the water system integrator. The survey will also provide an overall understanding of the existing control system in order to safely and efficiently upgrade the system in the future.

It is the recommendation of the In Control Engineering Team that this data gathering, pre-engineering survey, and documentation be completed prior to a system upgrade. This will reduce the risk, time and difficulty associated with upgrading the system in the future. It is the intent of In Control to incorporate our proven standards and programming as much as possible on the future upgrades of the control system to provide effective and efficient operation of the water system for decades to come.

It is the expectation of In Control that the City of Deer Lodge provide timely responses to requests for data, access to locations, review of documents and any other information, feedback or assistance that In Control may require during the execution of this work.

Proposed Services

Item 1 – Data Gathering and Pre-Engineering Survey

In Control will perform the following services. These services will be performed under the direction and in coordination with the City of Deer Lodge personnel to have as little disturbance as possible to the water system operations.

A. Pre-Engineering Survey and Onsite Services

1. A project team consisting of (1) engineer and up to (1) technician will be assigned to the project.
2. Engineering review meetings will be conducted on a weekly or bi-weekly basis as required.
3. “As Found” configurations and backup files will be reviewed and saved for the following:
 - (a) Programmable Logic Controllers (PLC’s)
 - (b) Operator Interface Terminals (OIT’s)
 - (c) The Supervisory Control and Data Acquisition (SCADA) system
 - (d) Radios, switches and any other necessary equipment
4. The project team will work with the city personnel to document process diagrams, process loop descriptions and sequences of operation detailing system functions and overall operation.
5. Existing panels and equipment to be documented include:
 - (a) City Hall Control Panel
 - (b) Well 1 RTU
 - (c) Well 2 RTU
 - (d) Well 3 RTU (abandoned)
 - (e) Water Tank RTU
 - (f) Lift Station

Item 2 – Deliverables

In Control will perform the following items and provide the following deliverables.

A. Professional Engineering

1. Generalized drawings of the system will be hand drawn and combined with any available drawings that currently exist to document and understand the control system.
2. Any existing drawings and documentation will be redlined for discrepancies in the current state of the system and the changes will be documented.

B. Deliverables

1. Path Study.
 - (a) In Control will research and review the licenses for the existing radios.
 - (b) In Control will review the existing telemetry equipment and perform a point to point RF analysis to determine the viability of the existing RF paths.
2. “As Found” configurations of PLC’s, OIT’s, Radios, Switches, etc. will be saved and documented.
3. Documentation of model numbers, serial numbers, range values and other pertinent information for the existing water system equipment.
4. A SCADA network overview diagram with locations, coordinates and equipment IP addresses will be documented.
5. Process diagrams, process loop descriptions and sequence of operations will be documented.
6. Documentation of all equipment communications and communication protocols.
7. Detailed photos of existing panels and equipment will be taken and documented.
8. All system programming will be reviewed and saved so it can be reverse engineered in the future for the upgrades with In Control programming standards.

2022 Rate Schedule

(effective January 1, 2022)

Integration Consulting Service

Base rate of \$235.00/hour

Professional Engineering Service

Base rate of \$185.00/hour

Sr. Engineer Service

Base rate of \$178.00/hour

Engineering Service

Base rate of \$149.00/hour

CAD and Drafting Services

Base rate of \$113.00/hour

Production Service

Base rate of \$72.00/hour

Scheduled Field Engineering Service and Phone Service

Base rate of \$149.00/hour (Minimum Billing for Job Site Visit is \$500.00, Minimum Billing for Phone is 1 hour).

Emergency Service

Emergency Service is billed for unscheduled work, which requires immediate attention, at 1.5 x the base rate, and 2.0 x the base rate on Saturdays, Sundays, holidays, and outside extended business hours (7:00AM-7:00PM) during the workweek.

Overtime

Overtime is billed for any work that exceeds 12 hours per day and is billed for unscheduled work on Saturdays at 1.5 x the base rate, and 2.0 x the base rate on Sundays and holidays.

Travel Expenses

Mileage is billed at \$0.75/mile. Other travel expenses including airfare, rental car, and living expenses are billed at cost. Meals are charged at \$57/day.

Standard Terms

Services are billed on a monthly basis with standard terms of net 30 days.

Proposal Summary

The price for this Data Gathering and Pre-Engineering Survey on a Time and Expense schedule with standard In Control rates is a Not-To-Exceed price of \$10,000.00 USD.

TERMS: Services will be billed on a monthly basis as services are rendered with standard terms of net 30 days.

Thank you in advance for the consideration of our offer and for the opportunity to work together. Should you have any questions regarding this proposal, please contact me directly at your convenience. I look forward to hearing from you soon to secure and coordinate this project.

Best Regards,

Cade Beeton
Technical Sales Engineer
Mobile: 406.661.4795
Office: 763.783.9500 x2002
E-Mail: cade.beeton@incontrol.net

Bob Dietrich
Estimator
Mobile: 612.799.9017
Office: 763.783.9500 x2004
E-Mail: bob.dietrich@incontrol.net

ACCEPTANCE: To accept this proposal please return a signed copy with purchase order. Thank you!

Signature: _____

Purchase Order: _____

Print Name: _____

Date: _____

Title: _____

Proposal Number: QP22051301-01

Standard Terms and Conditions of Sale

These terms and conditions are in effect between the party ("Purchaser") issuing the purchase order ("Order") and In Control, Inc. ("In Control").

1. **ACCEPTANCE** – Acceptance of this Order will be in writing within 30 days of Order receipt, subject to approval of the Purchaser's credit by In Control and compliance with the acceptance criteria set forth herein. Upon acceptance, this Order will constitute the entire agreement between In Control and Purchaser, supersede all prior negotiations and discussions, and may not be modified or terminated except in writing signed by both Purchaser and In Control.
2. **TERMINATION** – Notification of termination of this Order shall be made in writing with 14 days notice. If Purchaser terminates this Order at no fault of In Control, Purchaser shall pay for services rendered at In Control's published rates, reimbursable expenses, and equipment ordered through the date of termination. This payment will also include a fee of 10% of the Order value to cover the expense of terminating the contract.
3. **ATTORNEY FEES** - If either party commences or is made a party to an action or proceeding to enforce or interpret this Order, the prevailing party in such action or proceeding will be entitled to recover from the other party all reasonable attorneys' fees, costs and expenses incurred in connection with such action or proceeding or any appeal or enforcement of any judgment.
4. **INDEMNIFICATION** - Purchaser will indemnify and hold harmless In Control from and against any and all claims, actions, proceedings, costs, expenses, losses and liability, including all reasonable attorneys' fees, costs and expenses, arising out of or in connection with or relating to any goods or services not furnished by In Control pursuant to this Order, including without limitation all product liability claims and any claims involving personal injury, death or property damage. The obligations set forth in this Section will survive the termination or fulfillment of this Order.
5. **LIMITATIONS OF LIABILITY** - In no event will In Control be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power. In particular, unless otherwise agreed to in writing between the Purchaser and In Control, In Control will not accept liquidated damages.
6. **FORCE MAJEURE** – In no event shall In Control be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, supply chain disruptions, accidents, acts of war or terrorism, civil or military disturbances, health crises, nuclear or natural catastrophes or acts of God, and interruptions of utilities, communications or computer services. It being understood that In Control shall use all commercially reasonable efforts to resume performance as soon as practicable under the circumstances.
7. **WARRANTY** - In Control warrants that the goods and services furnished will be of good quality, free from defects in material, design and workmanship will conform to the specifications and drawings and be suitable for their intended purpose. This warranty will be in force for eighteen (18) months after shipment or twelve (12) months from startup, whichever is shorter. Any remaining allotments for Purchaser or end owner/engineer-initiated changes and call-back expire with the warranty period and are not refundable. In Control reserves the right to terminate warranty should the Purchaser's account be in arrears.
8. **TRANSPORTATION** - Unless otherwise specified, all deliveries from In Control will be F.O.B. factory, freight prepaid.
9. **ESCALATION** – This Order is conditioned upon the ability of In Control to complete the work at present prices for material and at the existing scale of wages for labor. If In Control is, at any time during the term of the Order, unable to complete the work at the present prices and wages, then the Order sum shall be equitably adjusted by change order to compensate In Control for significant price increases, where a significant price increase is defined as a change of 10% or more between the date of quote and the date of applicable work.
10. **PAYMENT TERMS** - The payment terms are due upon invoice receipt. Any balance remaining over 31 days beyond the invoice date will be subject to a 2.0% monthly service fee until paid. Debit or credit card payment is accepted and subject to a 3.0% surcharge of the payment amount. Should a payment default occur In Control reserves the right to stop all work, including but not limited to startup of equipment. All reasonable attempts will be made between both parties to resolve the disputed portions of any invoice within the payment terms.
Order value will be invoiced in full upon shipment unless specific terms are described in the proposal. No retainage is allowed.
11. **NONWAIVER** - The failure by In Control to enforce at any time, or for any period of time, any of the provisions hereof will not be a waiver of such provisions nor the right of In Control thereafter to enforce each and every such provision.
12. **REMEDIES** - Remedies herein reserved to In Control will be cumulative and in addition to any other or further remedies provided in law or equity.