




CITY OF GILLETTE

Utilities - Wastewater

611 N. Exchange Ave. • Gillette, Wyoming 82716
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DEPARTMENT OF UTILITIES WASTEWATER DIVISION

TO: Michael H. Cole, P.E., Utilities Director 
FROM: Bob Molder, Wastewater Services Manager
DATE: March 29, 2018
RE: Masonry Coating to Building

The original South Plant Control Building/Garage is a block building that is spalling and deteriorating.

In 2012, the north side of the building was coated with Dri-Vit brand masonry coating. The rest of the building was not done at that time. In the current budget (FY18), I have \$44,000.00 budgeted to finish this project from local contractor quotes. However, the contractor that gave us the quote no longer does this work. We also went out for local bids this past fall and received no interest.

We received a quote from a Rapid City, South Dakota contractor, Kumelos Design & Construction, in the amount of \$60,624.00. I would like to proceed with this contractor and have a budget amendment in the sum of \$16,624.00. This building is getting worse by the year and this project needs to be finished. I am requesting authorization to proceed with this request.

Thank you for your consideration.



BM/jb

BM/18-007

QUOTE AGREEMENT

Agreement made and entered into this _____ day of MARCH, 2018 by and between the City of Gillette, Wyoming, a municipal corporation and City of the first class, hereinafter CITY of 201 East Fifth Street, Gillette, Wyoming, and KUMELOS DESIGN & CONSTRUCTION, of 1490 GREEN MEADOWS DR, City of PIEDMONT, State of SOUTH DAKOTA, hereinafter CONTRACTOR.

CONTRACTOR and CITY may be referred to collectively herein as the PARTIES. This agreement shall cover the terms of the performance of the work described in detail below and sometimes referred to as the Project.

The PARTIES agree as follows:

1. The Project or Work to be performed by the CONTRACTOR pursuant to this agreement is described as follows:

EIFS CLASS PB 07241 AS SPECIFIED. INCLUDES STANDARD EPS, MESH AND BASE COAT, FINISH COAT IN SPECIFIED COLORS AND TEXTURES. INCLUDES POWER-WASHING AND PREP BLOCK.

2. All work performed under this agreement shall conform to the current City of Gillette Standard Construction Specification hereinafter referred to as the SCS. Certain sections of the SCS are specifically adopted by reference as a part of this agreement when they are referred to by number.
3. The CONTRACTOR is responsible for contacting **"One-Call of Wyoming"**, 1.800.849.2476 before doing any excavation, and if any utility is out of service for more than (5) minutes, the CONTRACTOR shall notify all who will be affected.
4. The CONTRACTOR is responsible for obtaining all required permits and shall conform to the Manual of Uniform Traffic Control Devices in all barricading and signing. The CONTRACTOR shall coordinate with the OWNER'S representative all tests and inspections.

The CONTRACTOR agrees to complete work under this contract on or before
JUNE 15, 2018.

5. CONTRACTOR agrees to perform all the work described for the project for the Following Sum(s) \$ 60,624.00.

Quantities are estimated and may increase or decrease. When there are changes in quantities, unit prices govern.

6. The CONTRACTOR shall submit an application for payment upon the accepted completion of the project, at which time; the OWNER will process the CONTRACTOR'S payment through the standard procedures established by the OWNER. The OWNER may require an "Affidavit on Behalf of the Contractor" to show that all bills for materials, supplies, labor have been fully paid by the CONTRACTOR.

7. SC-5.04 Contractor's Liability Insurance

Delete Paragraph 5.04.B.7 in its entirety and insert the following:

"7. with respect to completed operations insurance, and any insurance coverage written on a claims made basis, remain in effect for at least one year after final acceptance of the project."

Add the following new paragraph immediately after Paragraph 5.04.B.7.a:

"C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amount or greater where required by law or regulations:

1. Workers' Compensation, and related coverage's under Paragraph 5.04.A.1 and 5.04.A.2 of the General conditions:

- | | | |
|----|--|-----------|
| a. | State | Statutory |
| b. | Applicable Federal (e.g. Longshoreman) | Statutory |

2. Contractor's General Liability under Paragraph 5.04.A.3 through 5.04.A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- | | |
|----------------------|-------------|
| a. General Aggregate | \$2,000,000 |
|----------------------|-------------|

- b. Products – Completed Operations Aggregate \$2,000,000
 - c. Personal and Advertising Injury \$1,000,000
 - d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - e. Property Damage Liability Insurance will provide explosion, collapse, and under-ground coverage where applicable
 - f. Excess or Umbrella Liability \$1,000,000
3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions.
- a. Bodily Injury:
 - Each Person \$1,000,000
 - Each Accident \$1,000,000
 - b. Property Damage
 - Each Accident \$1,000,000
 - c. Combined Single Limit of \$1,000,000
4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
- a. Bodily Injury:
 - Each Accident \$1,000,000
 - Annual Aggregate \$2,000,000
 - b. Property Damage:
 - Each Accident \$1,000,000
 - Annual Aggregate \$2,000,000

SC-5.06 Property Insurance

Delete Paragraph 5.06 of the General Conditions in its entirety.

SC-5.07 Waiver of Rights

Delete Paragraph 5.07.A of the General Condition in its entirety.

SC-5.08 Receipt and Application of Insurance Proceeds

Delete Paragraph 5.08.A of the General Conditions in its entirety and insert the following in its place:

"A. Any insured loss under the policies of insurance required in this agreement will, to the extent necessary, be adjusted with Owner and made payable to Owner as fiduciary for the insured's, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order".

SC-5.09 Acceptance of Bonds and Insurance: Option to Replace

Add a new Paragraph 5.09.B

"B. Failure of the Owner, to object to the coverage of Contractor's insurance within the time provided, shall not relieve Contractor from his obligation to provide insurance that complies with the Contract Documents".

The OWNER may require a Certificate of Insurance Coverage prior to the commencement of the project

9. The OWNER's representative for this project will be BRANDON PRICE
who can be contacted at WASTEWATER DIVISION.

Address: 3101 S. GARNER LAKE RD
 Gillette, WY 82718
Phone: (307) 686-5274

The CONTRACTOR's representative will be TIM, who can be
contacted at KUMELOS DESIGN & CONSTRUCTION.

Address: 1490 GREEN MEADOWS DR
 PIEDMONT, SD 57769
Phone: (605) 430-5714

10. Upon completion of the work performed under this agreement, the CONTRACTOR shall provide the CITY with a one-year warranty for all of the work contracted for and performed providing that all aspects of the work are in complete compliance with the SCS and all other applicable CITY ordinances and building regulations for one year from the date of acceptance and final payment. The CONTRACTOR shall execute and deliver a warranty to the CITY on a form provided by the CITY prior to final payment to the CONTRACTOR.

11. The CONTRACTOR must possess a current and up to date City of Gillette Contractor License.

12. The CONTRACTOR shall indemnify and hold the CITY harmless from and defend it and its employees against any and all claims, losses, expenses, damages, judgments and liability of any sort, including attorney's fees arising out of, or in connection with its actions taken in the performance of this contract.

The CONTRACTOR, pursuant to section G.C. 6.13, Safety and Protection, of the SCS is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the project.

13. The terms of this agreement shall bind the parties hereto and their successors and assigns. This agreement shall not be assigned in whole or in part without the prior written approval of the CITY. Any assignment without the prior written approval of the CITY is void.

14. This agreement shall be governed by the laws of the State of Wyoming. The District Court of the Sixth Judicial District in Campbell County Wyoming shall have venue and jurisdiction exclusively for any action in law or equity which may be instituted to enforce the terms of this agreement.

15. If any legal action is instituted to enforce any of the terms of this agreement, the unsuccessful party shall pay the successful party's reasonable attorneys' fees and all costs of the action including court costs, expert witness fees and all other actual expenses incurred in the prosecution of the action.

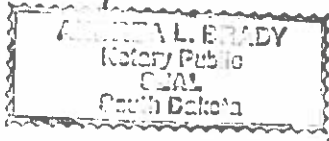
DATED this 21 day of March, 2018 in Piedmont, SOUTH DAKOTA.

CONTRACTOR – KUMELOS DESIGN & CONSTRUCTION

Tim Brady

STATE OF SOUT DAKOTA }
COUNTY OF Meade } SS.

The above and foregoing instrument was acknowledged before me by
Tim Brady, This 21 day of March, 2018.



Witness my hand and official seal.

Andrew L. Brady
Notary Public

My Commission Expires: May 5, 2022

CITY OF GILLETTE

Mike Cole, Utilities Director

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS.

The above and foregoing instrument was acknowledged before me by
_____, This ____ day of March, 2018.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Quote Agreement