

RESOLUTION NO. 4061

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A CONSTRUCTION CONTRACT WITH CENTURY COMPANIES, INC., A MONTANA CORPORATION, FOR PAVING IN MAINTENANCE DISTRICTS 204 AND 205

*WHEREAS*, the City has advertised for and accepted bids for paving within Maintenance Districts 204 and 205 in Miles City, Montana;

*AND WHEREAS* Century Companies, Inc., a Montana corporation, of Lewistown, Montana was the lowest responsible bidder for such project;

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:

1. The Contract for paving services attached hereto as Exhibit "A," is hereby approved and adopted by this Council;
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Contract on behalf of the City of Miles City and bind the City of Miles City thereto; and
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Contract and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 13<sup>TH</sup> DAY OF JUNE, 2017.



John Hollowell, Mayor

ATTEST:



Lorrie Pearce, City Clerk

## CONTRACT

**THIS CONTRACT**, made as of the 24th of May 2017, by and between the **CITY OF MILES CITY, MONTANA**, hereinafter called the **OWNER** and Century Construction, hereinafter called **CONTRACTOR**, that said **CONTRACTOR**, if a corporation organized under the laws of any state or other jurisdiction other than the State of Montana, represents that it is licensed and registered to do business in the State of Montana.

**WHEREAS**, the **OWNER** desires to have the following work completed by **CONTRACTOR**: mix, pave, overlay, roll, blade, compact, haul and the doing of all other work necessary and incidental to the performance of all in maintenance districts 204 and 205, hereinafter called the **PROJECT**, in accordance with the Drawings, Specifications and other Contract Documents prepared by the City Public Works Office, City of Miles City, Miles City, Montana, 59301, hereinafter called **PUBLIC WORKS**;

**AND WHEREAS**, the **CONTRACTOR** desires to complete said **PROJECT**;

**NOW, THEREFORE, THE OWNER** and **CONTRACTOR** for the considerations herein set forth, agree as follows:

**THE CONTRACTOR AGREES** to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the construction of the **PROJECT** described herein, in strict compliance with the **CONTRACT DOCUMENTS**, which are hereby made a part of the Contract. Contractor has examined and carefully studied the **CONTRACT DOCUMENTS**, has visited the **PROJECT** site, and is familiar with and satisfied as to all federal, state and local laws and regulations that may affect cost, progress or performance of its obligations hereunder, and agrees

that the **CONTRACT DOCUMENTS** are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of work necessary to complete the **PROJECT**.

**A. CONTRACT TIME:** Work under this Contract shall be commenced upon written notice to proceed and shall be completed within **45** working days of the commencement of the Contract Time as defined in the General Conditions. All time limits in this **CONTRACT**, including but not limited to milestones, substantial completion, and completion, are material requirements under this **CONTRACT**.

**B. LIQUIDATED DAMAGES:** Subject to the provisions of the General Conditions, the **OWNER** shall be entitled to liquidate damages in the amount of **TWO HUNDRED DOLLARS (\$200.00)**, for each working day delay in the completion of the **CONTRACT**.

**C. SUB-CONTRACTORS:** **THE CONTRACTOR** agrees to bind every sub-contractor by the terms of the **CONTRACT DOCUMENTS**. The **CONTRACT DOCUMENTS** shall not be construed as creating any contractual relation between any sub-contractor and the **OWNER**.

**THE OWNER AGREES** to pay and the **CONTRACTOR** agrees to accept, in full payment for the performance of this **CONTRACT**, the **CONTRACT** amount of **Two hundred twenty thousand and no cents, (\$220,000.00)** based on the prices stipulated in the **PROPOSAL**, and in accordance with the provisions of the **CONTRACT DOCUMENTS**.

**D. PROGRESS PAYMENTS** will be made in accordance with the **GENERAL CONDITIONS**.

**E. "CONTRACT DOCUMENTS":** The term "**CONTRACT DOCUMENTS**" as used herein shall mean and include the following:

- a. (This Instrument)
- b. Performance and Payment Bond
- c. Addenda to **CONTRACT DOCUMENTS** (if any)
- d. Legal and Procedural Documents:
  - 1. Proposal
  - 2. Information for Bidders
  - 3. Advertisement for Bids
- e. Special Provisions
  - 1. Montana Public Works Standard Specification, Sixth Edition  
Available for review in the Engineering Department at City Hall
- f. Drawings
- g. Detailed Specification Requirements
- h. General Conditions
  - 1. EJCDC C-700 Standard General Conditions of the  
Construction Contract, as may be revised from time to time
- i. Information for Bidders

**F. AUTHORITY AND RESPONSIBILITY OF PUBLIC WORKS:** All work shall be done under the general surveillance of **PUBLIC WOKS**. **PUBLIC WORKS** shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of **DRAWINGS** and **SPECIFICATIONS** and all questions as to the acceptable fulfillment of the **CONTRACT** on the part of **CONTRACTOR**. In acting in this capacity under this **CONTRACT**, **PUBLIC WORKS** is acting as the agent of the **OWNER** to protect the interests of the **OWNER** and to insure that the **CONTRACTOR'S** work is done in full compliance with the terms of this

**CONTRACT** and this service does not include direction or supervision of the **CONTRACTOR'S** employees, agents or subcontractors, or the inspection of any of the equipment, installations, temporary storing, or any other of the **CONTRACTOR'S** operations or those of his subcontractors, to safeguard their agents or employees, or the general public, or to prevent damage to public or private property, this being the sole responsibility of the **CONTRACTOR**.

**G. SUCCESSORS AND ASSIGNS:** **THIS CONTRACT** and all of the covenants hereof shall insure to the benefit of, be binding upon the **OWNER** and **CONTRACTOR** respectively, and his partners, successors, assigns and legal representatives. **NEITHER THE OWNER** nor the **CONTRACTOR** shall have the right to assign or transfer his interests or obligations hereunder without written consent of the other party.

**H. PREFERENCE FOR EMPLOYMENT OF MONTANA RESIDENTS AND PAYMENT OF PREVAILING WAGES:** Pursuant to 18-2-403 MCA the **CONTRACTOR** is required to give preference to the employment of bona fide Montana residents in the performance of the work. The **CONTRACTOR** is required to pay:

a. the travel allowance that is in effect and applicable to the district in which the work is being performed; and

b. the standard prevailing rate of wages, including fringe benefits, that is in effect and applicable to the district in which the work is being performed.

Each **CONTRACTOR** and employer is required to maintain payroll records in a manner readily capable of being certified for submission under 18-2-423 MCA, for not less than 3 years after the **CONTRACTOR'S** or employer's completion of work on the project.


Each **CONTRACTOR** is required to post a statement of all wages and fringe benefits in

compliance with 18-2-423 MCA.

**Attached hereto as Exhibit "A", and made a part hereof, is a statement, for each job classification, the standard prevailing wage rate, including fringe benefits, that the CONTRACTOR and employers shall pay during construction of the project;**

**I. NON-DISCRIMINATION:** All hiring by CONTRACTOR must be on the basis of merit and qualifications and there shall not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this CONTRACT.

IN WITNESS WHEREOF, the parties have made and executed this CONTRACT the day and year first above written.

City of Miles City  
**OWNER**  
BY:   
John Hollowell

TITLE: Mayor

City of Miles City  
**BUSINESS ADDRESS**  
P.O. Box 910  
Miles City, MT 59301  
CITY STATE

Century Construction Inc.  
**CONTRACTOR**  
BY: 

TITLE: U.A.

**BUSINESS ADDRESS**  
P.O. Box 579, 510 1<sup>st</sup> Ave. North  
Lewistown, MT 59457  
CITY STATE