

EXHIBIT A TO RESOLUTION 3640

CONTRACT

THIS CONTRACT, made as of the Eighth of October 2013, by and between the **CITY OF MILES CITY, MONTANA**, hereinafter called the **OWNER** and Century Companies, Inc, 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**: Remove and replace all designated areas of street along 8th and Stower. All items of construction must meet the specifications as outlined in the bid package,

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 **_____**
Fifty Seven Thousand, Two Hundred and 00/100 dollars
_____, (\$57,200.00) 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: _____
Chris Grenz

TITLE: Mayor

City of Miles City

BUSINESS ADDRESS

P.O. Box 910

Miles City, MT 59301
CITY STATE

Century Companies Inc.
CONTRACTOR

BY: _____

TITLE: _____

BUSINESS ADDRESS

P.O Box 579

Lewistown, MT 59457
CITY STATE