

**RESOLUTION NO. 3557**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A CONSTRUCTION AGREEMENT WITH JARRETT CONSTRUCTION, INC., FOR REPAIRS TO THE FLOOD LEVEE.**

*WHEREAS*, the City has advertised for and accepted bids for repairs to the flood levee adjacent to the City of Miles City;

*AND WHEREAS*, Jarrett Construction, Inc., of 709 South Cale, Miles City, Montana 59301 was the lowest responsible bidder for such Project;

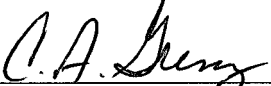
**NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:**

1. The Construction Agreement between the City of Miles City, Montana and Jarrett Construction, Inc., a Montana corporation, attached hereto as Exhibit "A" and made a part hereof, is hereby approved and adopted by this Council subject to final written approval of the City Attorney.

2. The Mayor of the City of Miles City, upon written approval of the City Attorney, is hereby empowered and authorized to execute said Construction Agreement 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 Construction Agreement 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 9TH DAY OF OCTOBER, 2012.**

  
\_\_\_\_\_  
C.A. Grenz, Mayor

ATTEST:

  
\_\_\_\_\_  
Rebecca Stanton, City Clerk

## CONTRACT

**THIS CONTRACT**, made as of the 28<sup>th</sup> of September 2012, by and between the City of Miles City, hereinafter called the **OWNER** and Jarrett 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 as provided by **TITLE 15, CHAPTER, R.C.M., 1947**.

**"WITNESSETH"** that whereas the **OWNER** intends to

Design, construction and repair of levee damaged by high rainfall and downed trees.

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hereinafter called the **PROJECT**, in accordance with the Drawings, Specifications and other Contract Documents prepared by the City Engineers Office, City of Miles City, Miles City, Montana, 59301, hereinafter called the **ENGINEER** and as such designated by the parties hereto as an agent for 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.

**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 included in the following units and items of the proposal, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract:

**A. CONTRACT TIME:** Work under this Contract shall be commenced upon written notice to proceed and shall be completed within **10** working days of the commencement of the Contract Time as defined in the General Conditions.

**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** agree to accept, in full payment for the performance of this **CONTRACT**, the **CONTRACT** amount of **Forty-four thousand six hundred forth-six and 00/100 dollars (\$ 44,646.00)** 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 "**GENERAL CONDITIONS**" hereto attached and the documents listed in said **GENERAL CONDITIONS**, all of which are by this reference incorporated into and made a part this **CONTRACT**. In the event that any provision of one **CONTRACT DOCUMENT** conflicts with the Provision of another **CONTRACT DOCUMENT**, the provision in that **CONTRACT DOCUMENT** first listed below shall

govern, except as otherwise specifically stated:

- a. (This Instrument)
- b. Performance and Payment Bond
- c. Addenda to **CONTRACT DOCUMENTS** (Lists)
- d. Legal and Procedural Documents:
  1. Proposal
  2. Proposal Guaranty
  3. Information for Bidders
  4. Advertisement for Bids
- e. Special Provisions
  1. Montana Public Works Standard Specification, Sixth Edition
- f. Drawings
- g. Detailed Specification Requirements
- h. General Conditions
- i. Information for Bidders

**AUTHORITY AND RESPONSIBILITY OF THE ENGINEER:** All work shall be done under the general surveillance of the **ENGINEER**. The **ENGINEER** 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**, the **ENGINEER** 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**.

**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.

**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;

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  
Chris Grenz

TITLE: Mayor

City of Miles City

BUSINESS ADDRESS

P.O. Box 910

Miles City, MT 59301  
CITY STATE

Jarrett Construction  
CONTRACTOR

BY: Spencer Jarrett

TITLE: pres.

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BUSINESS ADDRESS

709 S. Cole

miles City MT  
CITY STATE

The forgoing CONTRACT, including all contract documents which are a part thereof, if in due form according to law, and is hereby approved.