

RESOLUTION NO. 3590

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A CONTRACT FOR THE CONSTRUCTION OF A ROOF OVER THE NATURAL OASIS BUILDING WITH IAN SEABOLT D/B/A SEABOLT CONSTRUCTION.


WHEREAS, the City has advertised for and accepted bids for the construction of a roof system over the building located at the Natural Oasis in Miles City, Montana;

AND WHEREAS Ian Seabolt d/b/a Seabolt Construction, a Montana corporation, of Miles City, Montana was the lowest responsible bidder for such contract;

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

1. The Construction Contract, attached hereto, between the City of Miles City and Ian Seabolt d/b/a/ Seabolt Construction 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 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 23rd DAY OF APRIL, 2013.



C.A. Grenz, Mayor

ATTEST:



Rebecca Stanton, City Clerk

Exhibit "A"

CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into by and between the City of Miles City, a Montana municipal corporation, hereinafter "City," and Ian Seabolt d/b/a Seabolt Construction of Miles City, Montana, hereinafter "Contractor."

In consideration of the sum of Seventeen Thousand Four Hundred Seventy Dollars (\$17,470.00), Contractor agrees to perform the work described in Contractor's Proposal, attached hereto as Exhibit "A," which Contractor warrants to be in conformity with the requirements set forth in the solicitation for quotes which was mailed out by City's Public Works & Utilities Department, attached hereto as Exhibit "B." Payment shall be tendered by City upon the completion of the work described herein, to the satisfaction of City.

Contractor agrees that all work shall be completed in a workmanlike manner using quality materials, and that Contractor and all subcontractors will possess the necessary licenses to perform all work being completed.

Contractor shall carry a policy of commercial general liability insurance covering the work being performed hereunder in an amount not less than \$500,000.00 per occurrence and \$1,000,000.00 in aggregate. Contractor shall be bonded in an amount not less than the value of the improvements being constructed hereunder.

Contractor agrees to perform all work in a timely manner, and agrees to have all work completed no later than May 29, 2013, unless such delays are caused by conditions outside of Contractor's control, in which case said completion deadline shall be appropriately extended, to a date not later than June 30, 2013, based on the number of days the project is delayed due to no fault of Contractor. There shall be liquidated damages in the amount of \$100 per day that work is not completed after the May 29, 2013 deadline, or such extended deadline as hereinbefore set forth.

Contractor shall comply with all applicable building codes, laws and regulations governing the

work being performed, and shall obtain all necessary permits.

Contractor agrees to indemnify, defend and save the City, its officers, agents and employees harmless from any and all losses, damage and liability arising out of the work being performed by Contractor.

This Contract is not assignable without the written consent of City.

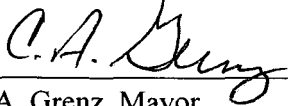
This Contract may not be modified unless in a writing signed by the parties hereto.

The parties agree that Contractor is an independent contractor for purposes of this Contract and is not to be considered an employee of the City for any purpose.

The parties agree that time is of the essence in this Contract.

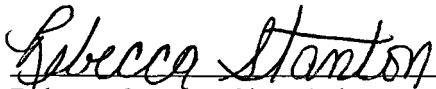
DATED this 1 day of May, 2013

CITY OF MILES CITY




C.A. Grenz, Mayor

Attest:



Rebecca Stanton, City Clerk

IAN SEABOLT D/B/A SEABOLT CONSTRUCTION



Ian Seabolt



INDEPENDENT CONTRACTOR PROGRAM

State of Montana

Department of Labor and Industry

INDEPENDENT CONTRACTOR EXEMPTION CERTIFICATE

THIS CERTIFICATE CERTIFIES THAT

IAN Q SEABOLT
620 YELLOWSTONE
MILES CITY, MT 59301

has sworn to the Department of Labor and Industry that this person is:

- engaged in an independently established trade, occupation, profession or business; and
- is free from control or direction by hiring agents over the performance of the person's services, both under contract and in fact, when acting as an independent contractor.

The certificate holder has provided the Department of Labor and Industry sufficient documentation to conclude the certificate holder has an established business. In reliance on that evidence, the Department of Labor and industry has granted this Independent Contractor Exemption Certificate to the person named above.

The certificate holder has waived all rights and benefits under the Workers' Compensation Act of Montana and is not required to be personally covered by workers' compensation insurance. The certificate holder has acknowledged the certificate holder is responsible for all taxes related to work performed under the Certificate.

Any certificate holder, hiring agent, employer, or any other person who violates the independent contractor provisions of Title 39, Chapter 71, MCA may be subject to a \$1,000 fine and other penalties provided by law.

This Certificate is effective for the following occupation(s):

LIGHT CONSTRUCTION Effective: 11/08/2011 through 11/07/2013

GENERAL CONTRACTOR Effective: 11/08/2011 through 11/07/2013

CARPENTRY Effective: 11/08/2011 through 11/07/2013

Effective Dates: 11/08/2011 through 11/07/2013

This certificate only applies to the above named person for the listed occupation(s) and does not include any employees the person may hire or any other subcontractors hired by the above named person. Montana law provides that this Certificate creates a conclusive presumption of this person's status as an independent contractor.

ATTENTION HIRING AGENTS:

It is advisable to verify that this is valid and effective. Please call (406) 444-7734 or visit our website at: www.mtcontractor.com

Please notify the Department of Labor and Industry of any changes to this Certificate.

(406) 444-7734 - (406) 444-3465 fax - (406) 444-5549 (TTD) - PO Box 8011, Helena, MT 59604-8011



WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INFORMATION PAGE

Insurer: VICTORY Insurance Company, Inc. 210 S. Winchester, Suite 425 Miles City, MT 59301

Producer: 00001-001 Victory Insurance Company, Inc 210 S. Winchester Suite 425 Miles City, MT 59301

(Carrier Code: 33236)

1. Insured Name: Seabolt Construction

DBA:

Mailing Address: 620 Yellowstone Miles City, MT 59301

Policy Number: WC100-0000503-2012A

Type of Business: Corporation

Other Workplaces not shown above:

FEIN: 841370458

If applicable see Extension Schedule WC 99 06 04

Risk ID:

2. The policy period is from 12:01 a.m. on 12/26/2012 to 12:01 a.m. on 12/26/2013 at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:

MT

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident \$ 100,000 each accident
Bodily Injury by Disease \$ 500,000 policy limit
Bodily Injury by Disease \$ 100,000 each employee

C. Other States Insurance:

All States Except North Dakota, Ohio, Washington, Wyoming

D. This policy includes these endorsements and schedules:

See WC 99 06 09

4. The premium for this policy will be determined by our Manual of Rules, Classifications, Rates & Rating Plans. All information required below is subject to verification and change by audit.

Table with 5 columns: Classifications, Code, Premium Basis, Rate Per, Estimated Annual Premium. Rows include Total Estimated Annual Remuneration and Annual Remuneration.

TO REVIEW SCHEDULE OF OPERATIONS See WC 25 00 01

Total Estimated Premium \$2,514
Surcharge(s) \$ 49
Total Premium and Surcharge(s) \$2,563

Minimum Premium \$750

Expense Constant \$180

Keith Brownfield (handwritten signature)

Countersigned by

AMERICAN STATES INSURANCE COMPANY
SEATTLE, WASHINGTON

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

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NAMED INSURED: IAN SEABOLT

POLICY NUMBER: 01-CI-561863-2

FORM OF BUSINESS: INDIVIDUAL

L I M I T S O F I N S U R A N C E

COMMERCIAL GENERAL LIABILITY	
GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS-COMPLETED OPERATIONS)	\$2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU (ANY ONE PREMISES)	\$ 200,000
MEDICAL EXPENSE LIMIT (ANY ONE PERSON)	\$ 10,000

CODE	CLASSIFICATION-PREMIUM BASIS	EXPOSURE	RATE	PREMIUM
ULTRA CONTRACTORS				
PREMISES NA				
00196	CARPENTRY - CONSTRUCTION OF RESIDENTIAL PROPERTY NOT EXCEEDING THREE STORIES IN HEIGHT (FRAMING CONTRACTOR) PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT (PER NUMBER OF FULL TIME EMPLOYEES)	1	887.0000 \$	887.00

PREMIUM ADJUSTMENTS:

CERTIFIED ACTS OF TERRORISM	\$	4.00
COMMERCIAL GENERAL LIABILITY TOTAL	\$	891.00

4508

