

AGENDA

*Special Council Meeting
City Hall Conference Room*

*June 13, 2013
5:30 p.m.*

**CALL TO ORDER
ROLL CALL**

BID AWARD

Paving in Maintenance District #205 to Century Paving

NEW BUSINESS

RESOLUTION NO. 3606: A Resolution Authorizing the City of Miles City to Enter into a Contract for Paving with Century Companies Inc., a Montana corporation

**PUBLIC COMMENT
ADJOURMENT**

Public comment on any public matter that is not on the agenda of this meeting can be presented under request of Citizens provided it is within the jurisdiction of the City to address. Public comment will be entered into the minutes of this meeting. The City Council cannot take any action on a matter unless notice of the matter has been made on an agenda and an opportunity for public comment has been allowed. Public matter does not include contested cases and other adjudicative proceedings.

NOTICE OF AWARD

TO: Century Companies, Inc.
PO Box 579
Lewistown, MT 59457

PROJECT DESCRIPTION: *Leveling, paving and overlaying certain streets in M.D. #205 with 2" overlay, along with cold mix and hot mix pick-up.*

THE OWNER has considered the **BID** submitted by you for the above described **WORK** in response to its **ADVERTISEMENT FOR BIDS** dated **May 3th and May 15th, 2012** and **INFORMATION FOR BIDDERS**.

You are hereby notified that your **BID** has been accepted for the items in the amount of **\$ 118,560.00**

You are required by the **INFORMATION FOR BIDDERS** to execute the **CONTRACT** with **fifteen (15)** calendar days from the date of this **NOTICE** to you.

If you fail to execute said **CONTRACT** with fifteen (15) days from the date of this **NOTICE**, said **OWNER** will be entitled to consider all your rights arising out of the **OWNER'S** acceptance of your **BID** as abandoned and as a forfeiture of your **BID BOND**. The **OWNER** will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER**.

Dated this **29th** day **May** of , **2013**.

City of Miles City
Owner

By: _____
Allen Kelm

Title: Public Utilities Director

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged by: _____

This the _____ day of _____, 2013.

By: _____

Title: _____

RESOLUTION NO. 3606

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A CONTRACT FOR PAVING WITH CENTURY COMPANIES INC., A MONTANA CORPORATION.

WHEREAS, the City has advertised for and accepted bids for the leveling, paving and overlaying of certain streets in M.D. #205 with 2" overlay, along with cold mix and hot mix pick-up;

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, attached hereto as Exhibit "A," 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 13th DAY OF JUNE, 2013.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Exhibit "A"

CONTRACT

THIS CONTRACT, made as of the 13th of June 2013, by and between the City of Miles City, 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 as provided by **TITLE 15, CHAPTER, R.C.M., 1947.**

"WITNESSETH" that whereas the OWNER intends to mix, pave, overlay, roll, blade, compact, haul & the doing of all other work necessary & incidental to the performance of all in M.D. #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 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 One Hundred and Eighteen Thousand Five Hundred and Sixty 00/100 Dollars, (\$ 118,560.00) 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 PUBLIC WORKS: All work shall be done under the general surveillance of **PUBLIC WORKS**. **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**.

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

TITLE: Mayor

City of Miles City

BUSINESS ADDRESS

P.O. Box 910

Miles City, MT 59301
CITY STATE

CONTRACTOR

BY: _____

TITLE: _____

BUSINESS ADDRESS

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.