

**RESOLUTION NO. 4249**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT WITH WESTERN MUNICIPAL CONSTRUCTION, INC., FOR WATER MAIN, SANITARY SEWER, STORM DRAIN, AND STREET IMPROVEMENTS.**

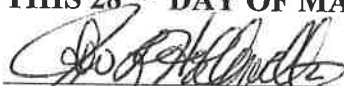
*WHEREAS*, the City of Miles City, after reviewing and considering bids for the Darling Additional Street and Utilities Rehabilitation Project – Phase 2, desires to enter into an agreement for water main, sanitary sewer, storm drain, and street improvements, with Western Municipal Construction, Inc. in the total amount of \$2,397,713.50;

*AND WHEREAS*, the City desires to approve an additional 10% change order contingency budget for said project, and to authorize the Mayor to sign change orders in consultation with the Public Utilities Director up to said 10% over the contracted amount;

*NOW THEREFORE BE IT RESOLVED* by the City Council of Miles City, Montana, as follows:

1. The “Section 00500 Agreement Form” between the City of Miles City and Western Municipal Construction, Inc., in the total amount of \$2,397,713.50, attached hereto as Exhibit “A”, and made a part hereof, 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 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 Agreement and bind the City of Miles City thereto, to include the execution of change order documents up to an aggregate amount of 10% of the contracted amount, in consultation with the Public Utilities Director.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 28<sup>TH</sup> DAY OF MAY, 2019.**

  
\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

  
\_\_\_\_\_  
Lorrie Pearce, City Clerk

**SECTION 00500  
AGREEMENT FORM**

This Agreement is dated as of the 28<sup>th</sup> day of May in the year 2019, by and between City of Miles City, hereinafter called "Owner" and Western Municipal Construction, Inc., hereinafter called "Contractor". Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Darling Addition Street and Utilities Rehabilitation – Phase 2  
Schedules 1-4: Water Main Improvements, Sanitary Sewer Improvements, Storm Drain Improvements, Street Improvements and related work

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

DARLING ADDITION STREET AND UTILITIES REHABILITATION – PHASE 2

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by Kadrmas, Lee and Jackson, Inc. (KLJ), who is hereafter called Engineer and who is to act as Owner's Representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 Time of the Essence
- A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Days for Substantial Completion and Final Completion.
- A. The Work will be substantially completed within 98 calendar days after the date when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions. Final Completion of the Work shall be within 14 calendar days after the date of Substantial Completion.

#### 4.03 Liquidated Damages

Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner One Thousand Five Hundred dollars (\$1,500.00) for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete and One Thousand dollars (\$1,000.00) for each day after the time specified in paragraph 4.02 for Final Completion.

### ARTICLE 5 – CONTRACT PRICE

#### 5.01 Contract Payment

- A. Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established Unit Price for each separately identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the Unit Price Schedule of the Bid Form attached as Exhibit A to this Agreement. Estimated quantities used for bidding purposes are not guaranteed. Payment will be for actual quantities as determined by Engineer in accordance with Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

### ARTICLE 6 – PAYMENT PROCEDURES

#### 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the Contract Documents.

#### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments in accordance with Article 14 of the General Conditions on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, once each month during construction as provided below. All progress payments will be on the basis of the progress of the Work completed measured by the number of units of each bid item completed times the bid unit price in the Unit Price Schedule of the Bid Form for that item;
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the work completed but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, in accordance with Paragraph 14.02 of the General Conditions, and less the following retainages.

- a. Owner shall retain five percent (5%) of the amount of the work completed until Final Completion and acceptance of all Work covered by the Contract Documents.
  - b. Owner shall retain five percent (5%) of materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in Paragraph 14.02 of the General Conditions).
2. Upon Substantial Completion and at Owner's discretion, the amount of retainage may be further reduced if requested by Contractor.

#### 6.03 Final Payment

- A. Upon Final Completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

### ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

### ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents (including all Addenda) listed in Article 9 and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and furnishing of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance and furnishing of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions and as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site which has been identified in the Special Provisions as provided in Paragraph 4.06 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
  - E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and

data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor including applying the specific means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.

- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. This Agreement (Pages 1 to 8, inclusive);
  - 2. Performance bond (Pages 1 to 3, inclusive);
  - 3. Payment bond (Pages 1 to 3, inclusive);
  - 4. Standard General Conditions (MPWSS);
  - 5. Supplementary Conditions (MPWSS);
  - 6. Special Provisions (Pages 1 to 10, inclusive);
  - 7. Specifications as listed in the table of contents of the Project Manual;

8. Drawings consisting of a cover sheet numbered G1 through L2 with each sheet bearing the following general title: Darling Addition Street and Utilities Rehabilitation - Phase 2;
  9. Addendum Number 1;
  10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (Pages 1 to 10, inclusive);
    - b. Documentation submitted by Contractor prior to Notice of Award (Pages 1 to [tbd], inclusive);
    - c. Notice of Award
  11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed;
    - b. Written Amendments;
    - c. Work Change Directives;
    - d. Change Orders;
    - e. Any Notice of Partial Utilization;
    - f. Notice of Substantial Completion;
    - g. Notice of Final Completion and Acceptance
  12. Certificates of Insurance;
  13. Wage Rates;
  14. Montana Public Works Standard Specifications, Sixth Edition, dated April 2010.
- B. There are no Contract Documents other than those listed above in this Article 9.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

### **10.02 Assignment of Contract**

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to

an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed 3 copies of Agreement. One counterpart has been delivered to Owner, one to Contractor, and one to Engineer. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on MAY 28, 2019.

This agreement shall not be effective unless and until concurred by Funding Agency's (if any) designated representative.

OWNER: City of Miles City

CONTRACTOR: Western Municipal Construction, Inc.

By: [Signature]  
(Signature)

By: [Signature]  
(Signature)

Name: John Howdewu

Name: JOCK CLAUSE

MAYOR

PRESIDENT

Attest: [Signature]  
(Signature)

Attest: [Signature]  
(Signature)  
Kathy L. Clause

Address for giving notices:

Address for giving notices:

City of Miles City  
17 S 8<sup>th</sup>  
Miles City, MT 59301

Western Municipal Construction, Inc.  
5855 Elysian Road  
Billings, MT 59101

Phone: 406-234-3462

Phone: 406-254-2106

(CORPORATE SEAL)

(SEAL)

(If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

Contractor Registration No. 13829

Agent for service of process

[Signature]  
Western Municipal Construction, Inc.  
5855 Elysian Road

Billings, MT 59101  
(If CONTRACTOR is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)



Owner's Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

Contractor's Designated Representative:

Name: CHAD HASLER

Title: PROJECT MANAGER

Address: Western Municipal Construction, Inc.  
5855 Elysian Road  
Billings, MT 59101

Phone: 406-254-2106

FAX: 406-245-9736

AGENCY CONCURRENCE:

As lender or insurer of funds to defray costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content and execution of this Agreement.

By: \_\_\_\_\_  
(Agency Official's Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF SECTION**

# Notice of Award

Date: 5-28-19

Project: Darling Addition Street and Utilities Rehabilitation – Phase 2

Owner: City of Miles City

Owner's Contract No.: n/a

Contract: Total Combined Bid of Schedules 1-4

Engineer's Project No.: 2416112

Bidder: Western Municipal Construction, Inc.

Bidder's Address: 5855 Elysian Road

Billings, MT 59101

You are notified that your Bid dated May 14, 2019 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Darling Addition Street and Utilities Rehabilitation – Phase 2.

The Contract Price of your Contract is Two Million Three Hundred Ninety-Seven Thousand Seven Hundred Thirteen and 50/100 Dollars (\$2,397,713.50).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

(tbd) sets of Drawings will be delivered separately for otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen (15) days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds] as specified in the Instructions to Bidders (Article 20) and General Conditions (Paragraph 5.01).
3. Other conditions precedent: (none)

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Miles City

Owner

By: 

Authorized Signature

Mayor  
Title

Copy to Engineer

# Notice to Proceed

Date: June 19, 2019

<b>Project:</b> Darling Addition Street and Utilities Rehabilitation – Phase 2	
<b>Owner:</b> City of Miles City	<b>Owner's Contract No.:</b> n/a
<b>Contract:</b> Base Bid Schedules 1-4	<b>Engineer's Project No.:</b> 2416112
<b>Contractor:</b> Western Municipal Construction	
<b>Contractor's Address:</b> 5855 Elysian Road	
Billings, MT 59101	

You are notified that the Contract Times under the above Contract will commence to run on June 19, 2019. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the numbers of days to achieve Substantial Completion is 98 Calendar Days, and the number of days to achieve readiness for final payment is 112 Calendar Days.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insured and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

1. Obtain coverage under the General Permit for Discharges associated with Construction Activities and submit proof of coverage to Engineer.

John Hollowell  
Owner

Given by: [Signature]  
Authorized Signature

Mayor  
Title

5-29-19  
Date

Copy to Engineer

# Affidavit of Publication

STATE OF MONTANA }  
County of Custer } ss.

Mary Rose Bovee, being duly sworn on her oath, says that she has been the principal clerk of the printer of the MILES CITY STAR, a daily newspaper of general circulation, printed and published at Miles City, in said County and State. **City of Miles City. Public Open House, Darling Addition.** A printed and true copy which, cut from the columns of said newspaper, is hereto attached, and made a part hereof, was printed and published in said newspaper, in the regular and entire issue of every number of the paper during the period and time of publication, on the following dates June 6, 2019.

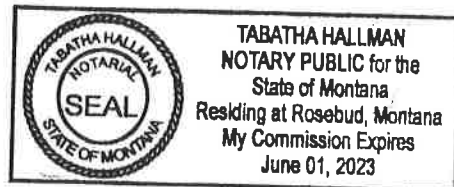
Signed Mary Rose Bovee

Subscribed and sworn to before me this 6<sup>th</sup>

day of June, 2019

Tabatha Hallman

Tabatha Hallman, Notary Public for the State of Montana, residing at Rosebud. My Commission Expires June 1, 2019.



## PUBLIC OPEN HOUSE Darling Addition Street and Utilities Rehabilitation - Phase 2

When: Wednesday, June 12th from 6:00-7:00 p.m.  
Location: 17 S. 8th St., Miles City, City Hall

### For more information contact:

Scott Gray,  
Public Works Director  
PO Box 910  
Miles City, MT 58301  
Phone: (406) 234-3493  
Email: sgray@milescity-mt.org

Tom Speelmon,  
Public Utilities Director  
PO Box 910  
Miles City, MT 58301  
Phone: (406) 234-3493  
Email: tspeelmon@milescity-mt.org

### PROJECT OVERVIEW

City of Miles City (Owner), KLJ (Engineer) and Western Municipal Construction (Contractor) invite you to an informational meeting regarding the upcoming Darling Addition Street and Utilities Rehabilitation - Phase 2 construction project. This is an open meeting with an opportunity for public comment and questions.

The Strevell Avenue project consists of replacing existing water main, sanitary sewer and storm drain inlets within the roadway, as well as reconstructing curb, gutter and pavement from Main Street to just south of Stower Street. Other project components include additional parking adjacent to Wibaux Park, tree removal/replacement in Wibaux Park, accessibility ramp upgrades, relocation of street lights, along with limited sidewalk and water main improvements in Pearl Street.

During construction, the public should anticipate closure of Strevell Avenue. No through traffic will be allowed, but residential and business access will be accommodated. It is anticipated the project will begin June 19th and be substantially complete by October 1st.

To learn more, please contact City of Miles City representatives listed above. Thank you!  
(Published June 6th, 2019)  
MNAXLP

**SECTION 00100  
INVITATION TO BID**

Separate sealed bids for the construction of Darling Addition Street and Utilities Rehabilitation - Phase 2 will be received by City of Miles City at 17 South 8th Street, Miles City, MT 59301 until 6:00 p.m., local time on Tuesday, May 14, 2019, and then publicly opened and read aloud.

The project consists of: Approximately 2,000-linear feet of full urban road reconstruction, including curb, gutter, sidewalk, pedestrian ramps, new asphalt pavement section; new water mains, valves, hydrants, water services and other appurtenances over the entire length of the road reconstruction; and approximately 600-linear feet of sanitary sewer replacement, including manholes and services. The Contract Documents consisting of Drawings and Project Manual may be examined or obtained at the office of KLJ, 2611 Gabel Road, Billings, MT 59102 in accordance with Article 2.01 of Instructions to Bidders. Required deposit \$65.00 which is not refundable.

In addition, the Drawings and Project Manual may be examined at the following locations:

City Hall  
17 South 8th Street  
Miles City, MT 59301  
And  
Billings Builders Exchange  
2050 Broadwater Avenue,  
Ste. A  
Billings, MT 59102  
<https://www.billingsplanroom.com>

A digital copy of the Bidding Documents may be obtained at [www.questcdn.com](http://www.questcdn.com). Interested

parties may download the digital Bidding Documents for \$20.00 by inputting Quest Project# 6291760 on the website's Project Search page. Please contact QuestCDN at (952) 233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, downloading, and working with this digital project information.

Bidders must obtain Bidding Documents from Engineer or through QuestCDN and must be shown on the plan holders list to be considered a responsive Bidder.

There will be a Pre-Bid Conference at the City Hall downstairs conference room, at 10:00 a.m., local time on Thursday, May 02, 2019. Interested Contractors are encouraged to attend.

Contractors and any of Contractor's subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, P.O. Box 8011, 1805 Prospect, Helena, MT 59604-8011. Information on registration can be obtained by calling (406) 444-7734. All laborers and mechanics employed by Contractor or subcontractors in performance of the construction work shall be paid wages at rates as may be required by the state of Montana. Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

## Affidavit of Publication

STATE OF MONTANA }  
County of Custer } ss.

Mary Rose Bovee, being duly sworn on her oath, says that she has been the principal clerk of the printer of the MILES CITY STAR, a daily newspaper of general circulation, printed and published at Miles City, in said County and State. **City of Miles City. Invitation to Bid.**

### Darling Addition Street & Utilities

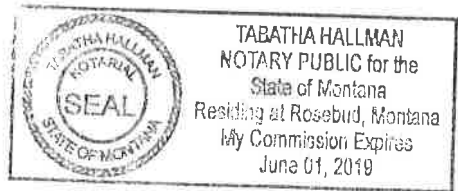
**Rehabilitation .** A printed and true copy which, cut from the columns of said newspaper, is hereto attached, and made a part hereof, was printed and published in said newspaper, in the regular and entire issue of every number of the paper during the period and time of publication, on the following dates April 19,26, and May 3, 2019.

Signed Mary Rose Bovee

Subscribed and sworn to before me this 3rd day of May, 2019

Tabatha Hallman

Tabatha Hallman, Notary Public for the State of Montana, residing at Rosebud. My Commission Expires June 1, 2019.



# Affidavit of Publication

STATE OF MONTANA }  
County of Custer } ss.

Each bid or proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to City of Miles City in an amount not less than ten percent (10%) of the total amount of the bid. Successful Bidder(s) shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance as required shall be provided by the successful Bidder(s) and a certificate(s) of that insurance shall be provided.

No bid may be withdrawn after the scheduled time

for the public opening of bids which is 6:00 p.m. local time on Tuesday, May 14, 2019.

The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period of not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid which is in the best interest of Owner.

City of Miles City is an Equal Opportunity Employer.

Published at Miles City, MT, this 19th day of April.

Lorrie Pearce  
City Clerk

17 South 8th Street  
Miles City, MT 59301

Advertisement Dates:

Miles City Star - April 19,  
April 26, May 3, 2019

Billings Times - April 18,  
April 25, May 2, 2019

(Published April 19, 26, and  
May 3, 2019)

MNAXLP

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**Darling Addition Street & Utilities**

**Rehabilitation .** A printed and true copy

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Signed

Mary Rose Bovee

Subscribed and sworn to before me this 3rd

day of May, 2019

Tabatha Hallman

Tabatha Hallman, Notary Public for the State of Montana, residing at Rosebud. My Commission Expires June 1, 2019.



TABATHA HALLMAN  
NOTARY PUBLIC for the  
State of Montana  
Residing at Rosebud, Montana  
My Commission Expires  
June 01, 2019

IN THE MATTER OF

INVITATION TO BID

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Miles City, MT 59301
And
Billings Builders Exchange
2050 Broadwater Avenue, Ste. A
Billings, MT 59102
https://www.billingsplanroom.com

A digital copy of the Bidding Documents may be obtained at www.questcdn.com. Interested parties may download the digital Bidding Documents for \$20.00 by inputting Quest Project# 6291760 on the website's Project Search page. Please contact QuestCDN at (952) 233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

Bidders must obtain Bidding Documents from Engineer or through QuestCDN and must be shown on the plan holders list to be considered a responsive Bidder.

There will be a Pre-Bid Conference at the City Hall downstairs conference room, at 10:00 a.m., local time on Thursday, May 02, 2019. Interested Contractors are encouraged to attend.

Contractors and any of Contractor's subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, P.O. Box 8011, 1805 Prospect, Helena, MT 59604-8011. Information on registration can be obtained by calling (406) 444-7734. All laborers and mechanics employed by Contractor or subcontractors in performance of the construction work shall be paid wages at rates as may be required by the state of Montana. Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Each bid or proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to City of Miles City in an amount not less than ten percent (10%) of the total amount of the bid. Successful Bidder(s) shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance as required shall be provided by the successful Bidder(s) and a certificate(s) of that insurance shall be provided.

No bid may be withdrawn after the scheduled time for the public opening of bids which is 6:00 p.m. local time on Tuesday, May 14, 2019.

The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period of not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid which is in the best interest of Owner.

City of Miles City is an Equal Opportunity Employer.

Published at Miles City, MT, this 19th day of April.

Lorrie Pearce
City Clerk
17 South 8th Street
Miles City, MT 59301

(April 18, 25; May 2, 2019)

AFFIDAVIT
of
PUBLICATION

STATE OF MONTANA )
: ss
County of Yellowstone )

Scott R. Turner, being first duly sworn, deposes and says that the:

Invitation to Bid - Darling Addition Street and Utilities Rehabilitation

A copy of which is hereto included, was published in the regular and entire issue of The Billings Times, a weekly newspaper of general circulation published every Thursday in the City of Billings, County of Yellowstone, State of Montana, for 2 issues, commencing the 18th day of April, 2019, and ending on the 2nd day of May, 2019.

[Handwritten signature of Scott R. Turner]

STATE OF MONTANA )
: ss
County of Yellowstone )

On this 2nd day of May, 2019, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Scott R. Turner, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and after being first duly sworn, deposed and stated that the matters and things contained therein are true of his own knowledge.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

[Handwritten signature of Kelly R. Turner]

