

RESOLUTION NO. R17-11

**A RESOLUTION ACCEPTING THE BID FROM CAYTON EXCAVATING
AND AUTHORIZING THE MAYOR TO SIGN ALL RELATED DOCUMENTS
FOR THE FIRST AVENUE WATER MAIN REPLACEMENT PROJECT.**

WHEREAS, the City solicited bids from qualified firms to determine the cost to complete the City's project known as the First Avenue Water Main Replacement Project pursuant to the City's Procurement Policy; and

WHEREAS, with the assistance of Great West Engineering, Inc., City Staff received five bids for the project and recommends the selection of Cayton Excavating to complete the project as advertised for the base bid of \$134,190.00 and Additive Alternate No. 1 for \$13,260.00; and

WHEREAS, the City of Laurel has complied with its Procurement Policy by utilizing a competitive bid process to ensure the project cost and firm selected are in the best interest of the City in both quality and price; and

WHEREAS, the City of Laurel currently possesses adequate funds to complete the project and it is in the City's best interest to proceed with this project.

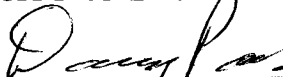
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, the City Council accepts the bid submitted by Cayton Excavating, and the Mayor is authorized to execute all documents related thereto, for the award of the contract and completion of the project for the base bid amount of \$134,190.00 and Additive Alternate No. 1 for the amount of \$13,260.00.

Introduced at a regular meeting of the City Council on April 18, 2017, by Council Member
Nelson

PASSED and APPROVED by the City Council of the City of Laurel this 18th day of April, 2017.

APPROVED by the Mayor this 18th day of April, 2017.

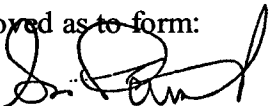
CITY OF LAUREL


for Mark A. Mace, Mayor

ATTEST:


Bethany Keeler, Clerk/Treasurer

Approved as to form:


Sam S. Painter, Civil City Attorney

BILLINGS

6780 Trade Center Ave.
Billings, MT 59101
406.652.5000 ■ Fax 406.248.1363
www.greatwesteng.com



April 10, 2017

Kurt Markegard, Public Works Director
City of Laurel
P.O. Box 10
Laurel, MT 59044

**Re: Task Order No. 37 -1st Avenue Water Main Replacement Project
Laurel Engineering Services On-Call
Great West Engineering, Inc. Project No. 2-14114**

Dear Kurt:

The Bid Opening for the referenced project was held Thursday, April 6, 2017, and Cayton Excavation is the low bidder with a base bid of \$134,190 and a bid of \$13,260 for Additive Alternative 1. The low bid was less than the Engineer's opinion of probable cost and is within the identified available budget. I have enclosed a copy of the bid tabulations for your reference.

Cayton Excavation has completed several similar utility replacement projects for the City of Billings, exhibiting the ability to perform the work included in the project.

Based upon the low bid being within the available budget and Cayton's demonstrated previous experience with similar projects, I formally recommend the City of Laurel award the *1st Avenue Water Main Replacement Project* to Cayton Excavation.

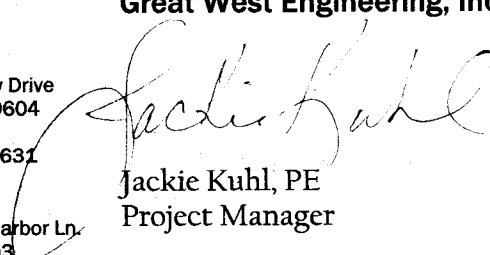
As always, feel free to contact me with any questions and/or concerns.

Sincerely,
Great West Engineering, Inc.

HELENA
PO Box 4817
2501 Belt View Drive
Helena, MT 59604
406.449.8627
Fax 406.449.8631

BOISE
3363 N. Lakeharbor Ln.
Boise, ID 83703
208.576.6646

MISSOULA
112 W. Front Street
Missoula, MT 59802
406.493.0312



Jackie Kuhl, PE
Project Manager

Encl.: Certified Bid Tabulations

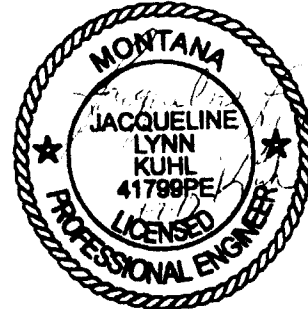
| Item | Quantity | Unit | Engineer's Estimate | | Cayton Excavating | | Wilson Bros. Construction Inc. | | Apseelooke Contracting, LLC | | Castlerock Excavating, Inc. | | JR Civil, LLC | |
|---|----------|------|---------------------|-------------|---------------------|-------------|--------------------------------|-------------|-----------------------------|-------------|-----------------------------|-------------|---------------------|-------------|
| | | | Unit Price | Cost | Unit Price | Cost | Unit Price | Cost | Unit Price | Cost | Unit Price | Cost | Unit Price | Cost |
| 101 Mobilization | 1 | LSM | \$12,600.00 | \$12,600.00 | \$10,000.00 | \$10,000.00 | \$14,000.00 | \$14,000.00 | \$15,500.00 | \$15,500.00 | \$15,907.00 | \$15,907.00 | \$18,045.93 | \$18,045.93 |
| 102 Traffic Control | 1 | LSM | \$5,000.00 | \$5,000.00 | \$7,000.00 | \$7,000.00 | \$7,500.00 | \$7,500.00 | \$7,592.43 | \$7,592.43 | \$4,581.00 | \$4,581.00 | \$8,294.70 | \$8,294.70 |
| 103 Exploratory Excavation | 5 | HR | \$250.00 | \$1,250.00 | \$350.00 | \$1,750.00 | \$750.00 | \$3,750.00 | \$615.00 | \$3,075.00 | \$532.00 | \$2,660.00 | \$320.97 | \$1,604.85 |
| 104 Imported Backfill | 25 | CY | \$55.00 | \$1,375.00 | \$11.00 | \$275.00 | \$40.00 | \$1,000.00 | \$34.50 | \$862.50 | \$81.20 | \$2,030.00 | \$24.31 | \$607.75 |
| 105 12" PVC Water Main DR-18 | 465 | LF | \$70.00 | \$32,550.00 | \$80.00 | \$37,200.00 | \$95.00 | \$44,175.00 | \$108.00 | \$50,220.00 | \$88.80 | \$41,282.00 | \$54.52 | \$25,351.80 |
| 106 10" PVC Water Main DR-18 | 5 | LF | \$85.00 | \$425.00 | \$85.00 | \$425.00 | \$95.00 | \$475.00 | \$378.00 | \$1,890.00 | \$91.60 | \$458.00 | \$209.08 | \$1,045.40 |
| 107 8" PVC Water Main DR-18 | 85 | LF | \$80.00 | \$5,100.00 | \$40.00 | \$3,400.00 | \$95.00 | \$8,075.00 | \$89.00 | \$7,565.00 | \$52.70 | \$4,479.50 | \$38.59 | \$3,280.15 |
| 108 6" PVC Water Main DR-18 | 5 | LF | \$55.00 | \$275.00 | \$33.00 | \$165.00 | \$95.00 | \$475.00 | \$93.00 | \$465.00 | \$61.90 | \$309.50 | \$326.09 | \$1,630.45 |
| 109 12" Gate Valve | 1 | EA | \$2,700.00 | \$2,700.00 | \$4,000.00 | \$4,000.00 | \$4,000.00 | \$4,000.00 | \$2,521.00 | \$2,521.00 | \$3,230.00 | \$3,230.00 | \$3,041.90 | \$3,041.90 |
| 110 8" Gate Valve | 1 | EA | \$1,750.00 | \$1,750.00 | \$2,500.00 | \$2,500.00 | \$2,800.00 | \$2,800.00 | \$1,545.00 | \$1,545.00 | \$1,941.00 | \$1,941.00 | \$2,024.90 | \$2,024.90 |
| 111 12"x8" Tee | 2 | EA | \$1,400.00 | \$2,800.00 | \$1,150.00 | \$2,300.00 | \$1,050.00 | \$2,100.00 | \$679.00 | \$1,358.00 | \$897.00 | \$1,794.00 | \$1,288.29 | \$2,576.58 |
| 112 12"x6" Tee | 1 | EA | \$1,350.00 | \$1,350.00 | \$1,150.00 | \$1,150.00 | \$950.00 | \$950.00 | \$625.00 | \$625.00 | \$968.00 | \$968.00 | \$890.12 | \$890.12 |
| 113 18"x12" Reducer | 1 | EA | \$1,100.00 | \$1,100.00 | \$1,500.00 | \$1,500.00 | \$1,600.00 | \$1,600.00 | \$1,112.00 | \$1,112.00 | \$1,282.00 | \$1,282.00 | \$2,307.25 | \$2,307.25 |
| 114 12"x10" Reducer | 1 | EA | \$900.00 | \$900.00 | \$900.00 | \$900.00 | \$750.00 | \$750.00 | \$655.00 | \$655.00 | \$818.00 | \$818.00 | \$1,135.19 | \$1,135.19 |
| 115 8"x6" Reducer | 1 | EA | \$600.00 | \$600.00 | \$675.00 | \$675.00 | \$450.00 | \$450.00 | \$379.15 | \$379.15 | \$560.00 | \$560.00 | \$622.11 | \$622.11 |
| 116 10" Coupler | 1 | EA | \$1,950.00 | \$1,950.00 | \$840.00 | \$840.00 | \$600.00 | \$600.00 | \$2,955.00 | \$2,955.00 | \$1,739.00 | \$1,739.00 | \$737.53 | \$737.53 |
| 117 6" Coupler | 1 | EA | \$1,600.00 | \$1,600.00 | \$700.00 | \$700.00 | \$400.00 | \$400.00 | \$2,561.00 | \$2,561.00 | \$1,847.00 | \$1,847.00 | \$588.45 | \$588.45 |
| 118 6" Fire Hydrant w/Aux Gate Valve | 1 | EA | \$6,000.00 | \$6,000.00 | \$5,300.00 | \$5,300.00 | \$7,000.00 | \$7,000.00 | \$6,466.00 | \$6,466.00 | \$4,274.00 | \$4,274.00 | \$5,060.80 | \$5,060.80 |
| 119 3/4" Copper Water Service Line | 125 | LF | \$50.00 | \$6,250.00 | \$53.00 | \$6,625.00 | \$30.00 | \$3,750.00 | \$50.00 | \$6,250.00 | \$131.00 | \$16,375.00 | \$65.58 | \$10,697.50 |
| 120 Corporation Stop Assembly | 10 | EA | \$350.00 | \$3,500.00 | \$400.00 | \$4,000.00 | \$350.00 | \$3,500.00 | \$350.00 | \$3,500.00 | \$291.00 | \$2,910.00 | \$1,215.95 | \$12,159.50 |
| 121 Install Curb Stop Assembly | 5 | EA | \$350.00 | \$1,750.00 | \$400.00 | \$2,000.00 | \$450.00 | \$2,250.00 | \$460.00 | \$2,300.00 | \$262.00 | \$1,310.00 | \$806.55 | \$4,032.75 |
| 122 Trench Backfill Plug | 1 | EA | \$1,250.00 | \$1,250.00 | \$950.00 | \$950.00 | \$1,000.00 | \$1,000.00 | \$1,420.00 | \$1,420.00 | \$2,002.00 | \$2,002.00 | \$1,814.58 | \$1,814.58 |
| 123 Type A Trench Restoration | 590 | LF | \$50.00 | \$29,500.00 | \$49.00 | \$28,910.00 | \$50.00 | \$29,500.00 | \$37.00 | \$21,830.00 | \$72.20 | \$42,598.00 | \$80.64 | \$47,577.60 |
| 124 Type C Surface Restoration (Lawn) | 75 | LF | \$15.00 | \$1,125.00 | \$8.00 | \$600.00 | \$50.00 | \$3,750.00 | \$41.00 | \$3,075.00 | \$21.20 | \$1,590.00 | \$43.28 | \$3,246.60 |
| 125 Underground Utility Crossing | 2 | EA | \$300.00 | \$600.00 | \$475.00 | \$950.00 | \$750.00 | \$1,500.00 | \$640.00 | \$1,280.00 | \$532.00 | \$1,064.00 | \$327.13 | \$654.26 |
| 126 Curb and Gutter Removal/Replacement | 50 | LF | \$70.00 | \$3,500.00 | \$65.00 | \$3,250.00 | \$65.00 | \$3,250.00 | \$60.00 | \$3,000.00 | \$83.50 | \$3,175.00 | \$120.86 | \$6,043.00 |
| 127 Sidewalk Removal/Replacement | 35 | SY | \$150.00 | \$5,250.00 | \$105.00 | \$3,675.00 | \$110.00 | \$3,850.00 | \$116.00 | \$4,060.00 | \$102.00 | \$3,570.00 | \$171.95 | \$6,018.25 |
| 128 Cut, Plug and Abandon Existing Water Main | 2 | EA | \$450.00 | \$900.00 | \$800.00 | \$1,600.00 | \$1,000.00 | \$2,000.00 | \$700.00 | \$1,400.00 | \$393.00 | \$786.00 | \$4,687.93 | \$9,375.86 |
| 129 Repaint Curb Markings | 1 | LSM | \$5,000.00 | \$5,000.00 | \$800.00 | \$800.00 | \$2,000.00 | \$2,000.00 | \$575.00 | \$575.00 | \$704.00 | \$704.00 | \$952.21 | \$952.21 |
| 130 8" Coupler | 1 | EA | \$1,700.00 | \$1,700.00 | \$750.00 | \$750.00 | \$500.00 | \$500.00 | \$1,867.00 | \$1,867.00 | \$1,405.00 | \$1,405.00 | \$613.08 | \$613.08 |
| Total Base Bid | | | \$138,560.00 | | \$134,180.00 | | \$186,950.00 | | \$167,804.08 | | \$167,857.00 | | \$182,030.45 | |
| ADDITIVE ALTERNATE 1- FIRE HYDRANT | | | | | | | | | | | | | | |
| 201 6" PVC Water Main DR-18 | 60 | LF | \$55.00 | \$3,300.00 | \$66.00 | \$3,960.00 | \$95.00 | \$5,700.00 | \$80.00 | \$4,800.00 | \$29.50 | \$1,770.00 | \$49.84 | \$2,990.40 |
| 202 12"x6" Tee | 1 | EA | \$1,350.00 | \$1,350.00 | \$1,500.00 | \$1,500.00 | \$950.00 | \$950.00 | \$610.32 | \$610.32 | \$733.00 | \$733.00 | \$923.79 | \$923.79 |
| 203 6" Fire Hydrant w/Aux Gate Valve | 1 | EA | \$6,000.00 | \$6,000.00 | \$5,000.00 | \$5,000.00 | \$7,000.00 | \$7,000.00 | \$6,466.00 | \$6,466.00 | \$4,353.00 | \$4,353.00 | \$6,137.49 | \$6,137.49 |
| 204 Type A Trench Restoration | 50 | LF | \$50.00 | \$2,500.00 | \$42.00 | \$2,100.00 | \$50.00 | \$2,500.00 | \$37.00 | \$1,850.00 | \$97.50 | \$4,875.00 | \$63.55 | \$3,177.50 |
| 205 Type B Trench Restoration | 10 | LF | \$25.00 | \$250.00 | \$25.00 | \$250.00 | \$65.00 | \$650.00 | \$154.00 | \$1,540.00 | \$67.60 | \$676.00 | \$99.81 | \$998.10 |
| 206 Underground Utility Crossing | 1 | EA | \$300.00 | \$300.00 | \$450.00 | \$450.00 | \$750.00 | \$750.00 | \$640.00 | \$640.00 | \$532.00 | \$532.00 | \$2,617.11 | \$2,617.11 |
| Total Additive Alternate 1 | | | \$13,700.00 | | \$13,260.00 | | \$17,550.00 | | \$16,808.32 | | \$12,939.00 | | \$16,844.39 | |

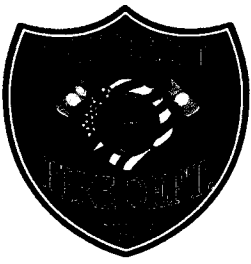
□ Denotes an error on bid form

I certify that this is a true tabulation of bids received and opened on April 6, 2017 for construction of the Laurel's 1st Avenue Water Main Replacement Project

Jacqueline Lynn Kuhl
 Jacqueline Kuhl, PE - Project Engineer

4/7/2017
 Date





LAUREL FIRE/EMS

215 WEST 1ST STREET • LAUREL, MT • 59044
OFFICE 406.628.4911 • FAX 406.628.2185

Re: Fire Hydrant install

April 11, 2017

The Laurel Fire/ EMS is requesting that a new fire hydrant be installed on the east side of 1st Ave between East 12th Street and East 11th Street. The current hydrants are on the West side of 1st Ave at the corner of West 12th Street and 1st Ave and another at the corner of Mountain View Lane and 1st Ave.

This is a distance of approximately 800 feet. Each Engine Company carries 600 feet of 4" supply hose. If there was a major fire on either corner of the west side of 1st Ave, the Fire Department would not have enough supply hose to remain compliant ISO and NFPA water supply requirements. In addition if a fire was on the east side of 1st Ave the supply line will have to cross 1st Ave, crossing traffic and still not have enough to supply the Engines.

During the new main water line project, this would be the ideal time to install a hydrant to ensure residents are covered in the event of a fire.

Thank you

A handwritten signature in black ink, appearing to read "B. Peters". The signature is fluid and cursive.

Brent Peters
Fire Chief
Laurel Fire/ EMS

NOTICE TO PROCEED

Owner: City of Laurel
Contractor: Cayton Excavation
Engineer: Great West Engineering, Inc.
Project: 2016 1st Avenue Water Main Replacement

Owner's Contract No.:
Contractor's Project No.:
Engineer's Project No.: 2-14114 TO 37
Contract Name:
Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on May 8, 2017. [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of calendar days to achieve Substantial Completion is 30, and the number of days to achieve readiness for final payment is 14 calendar days after Substantial Completion.

Before starting any Work at the Site, Contractor must comply with the following:
Set traffic control as shown in reviewed submittal.

Owner: City of Laurel, Montana

Authorized Signature
By: *Heidi Jensen*
Title: *Chief Administrative Officer*
Date Issued: *5/31/17*

Copy: Engineer

SECTION 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between City of Laurel ("Owner") and
Cayton Excavation ("Contractor").

Owner and Contractor hereby 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:

Replacement of approximately 500 lineal feet of water main, including installation of gate valves and a fire hydrant for the base bid and installation of a second fire hydrant for Additive Alternative 1.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 1st Avenue Water Main Replacement Project.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Great West Engineering, Inc.

3.02 The Owner has retained Great West Engineering, Inc. ("Engineer") 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 the 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 *Contract Times: Days*

A. The Work will be substantially completed within 30 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 14 days after substantial completion is awarded.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any

extensions thereof allowed in accordance with the Contract. 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):

1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. ~~Milestones: Contractor shall pay Owner \$_____ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.~~

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents ~~the amounts that follow, subject to adjustment under the Contract:~~ an amount equal to the sum of the established unit prices for each Bid item from the Bid Form multiplied by the actual quantity of the respective Bid item constructed and accepted.
- 5.02 The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 *Submittal and Processing of Payments*
 - A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the ~~General Conditions~~ Contract Documents.
- 6.02 *Progress Payments; Retainage*
 - A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first Tuesday day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. Ninety five percent (95%) of Work completed (with the balance being retainage); and
 - b. Ninety five percent (95%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to one hundred percent (100%) of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less two hundred percent (200%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the maximum rate of percent per annum 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 Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions Special Provisions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related

reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 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 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.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Invitation to Bid (pages 1 to 2 inclusive).
 - 3. Instructions to Bidders (pages 1 to 10, inclusive).
 - 4. Bid Form (pages 1 to 6 inclusive).
 - 5. Performance bond (pages 1 to 3, inclusive).
 - 6. Payment bond (pages 1 to 3, inclusive).
 - 7. General Conditions (pages 1 to 65, inclusive).
 - 8. Supplementary Conditions (pages 1 to 18, inclusive).
 - 9. Special Provisions (pages 1 to 15, inclusive).
 - ~~10. Funding Agency Special Provisions for Montana Public Facility Projects (pages 1 to inclusive).~~
 - 11. Montana Prevailing Wage Rates for Heavy & Highway (pages 1 to 13, inclusive).
 - 12. Specifications as listed in the table of contents of the Project Manual.
 - 13. Drawings (not attached but incorporated by reference) consisting of 4 sheets with each sheet bearing the following general title: First Avenue Water Replacement
 - 14. Addenda (numbers 1 to 2, inclusive).
 - 15. Exhibits to this Agreement (enumerated as follows):

- a. Notice of Award (pages 1 to 1, inclusive).
- 16. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- 17. Permits, Approved and Pending.
- 18. The Montana Public Works Standard Specifications, Sixth Edition, April 2010, collectively referred to as the MPWSS, as may be modified by the above Contract Documents. (The MPWSS is not attached to the Agreement.)
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, 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, money that may become due and money that is 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 successors, assigns, and legal representatives to the other party hereto, its 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 any 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.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Laurel

Cayton Excavation

By: Heidi Jensen

By: Carl Cayton

Title: Chief Administrative Officer

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Cindy Allen

Attest: [Signature]

Title: Council Secretary

Title: Project Manager

Address for giving notices:

Address for giving notices:

115 W. 1st St

PO Box 80693

Laurel, MT 59044

Billings, MT 59108

License No.: 150267
(where applicable)

END OF SECTION

JOINDER OF SHAREHOLDER AGREEMENT

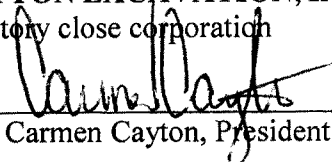
THIS JOINDER (the "Joinder") to that certain Shareholder Agreement of All the Shareholders of Cayton Excavation, Inc. (as amended from time to time, the "Agreement") dated March 25, 2011 by ZACHRY CAYTON, is made and entered into as of May 18, 2015 by and between the CAYTON EXCAVATION, INC., a Montana statutory close corporation, and CARMEN CAYTON (the "Transferee").

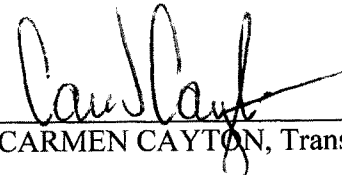
1. **Agreement to be Bound.** Transferee hereby agrees that upon execution of this Joinder, she shall become a party to the Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement as though an original party thereto and shall be deemed a Shareholder for all purposes thereof.

2. **Governing Law.** This Joinder shall be governed by and construed in accordance with the laws of Montana.

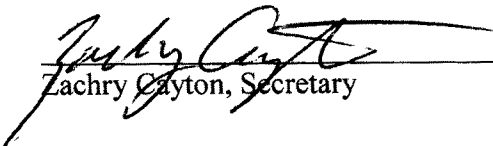
IN WITNESS WHEREOF, the parties hereto have executed this Joinder as of the date first written above.

CAYTON EXCAVATION, INC., a Montana
statutory close corporation

By: 
Carmen Cayton, President


CARMEN CAYTON, Transferee

Attest:


Zachry Cayton, Secretary