

**RESOLUTION NO. R19-08**

**RESOLUTION AWARDDING HARDRIVES CONSTRUCTION, INC. THE CONTRACT FOR THE CITY OF LAUREL'S 2019 PAVEMENT MAINTENANCE PROJECT AND TO AUTHORIZE THE MAYOR TO SIGN CONTRACT DOCUMENTS ON THE CITY'S BEHALF.**

WHEREAS, the City of Laurel planned and publicly advertised the project known as the 2019 Pavement Maintenance Project, and the City received responsive bids from qualified contractors; and

WHEREAS, the City's Engineers, KLJ, and City Staff considered the bids received and recommends the City Council award the project and that the contract is in the City's best interest; and

WHEREAS, Hardrives Construction, Inc. submitted a bid of \$137,698.00 and both KLJ and the City Staff have determined the bid is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Laurel, Montana, finds that the City has followed its procurement policies and state law requiring competitive bidding; and

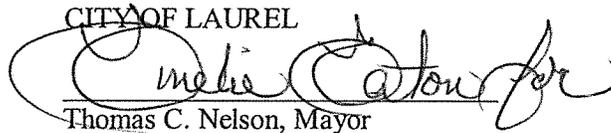
BE IT FUTHER RESOLVED the City Council hereby awards bid and project to Hardrives Construction, Inc. for the bid price of \$137,698.00. The Mayor and City Clerk are authorized to sign all necessary documents, agreements or contracts on the City's behalf consistent with this resolution.

Introduced at a regular meeting of the City Council on March 19, 2019, by Council Member Mountsier.

PASSED and APPROVED by the City Council of the City of Laurel this 19<sup>th</sup> day of March 2019

APPROVED by the Mayor this 19<sup>th</sup> day of March 2019.

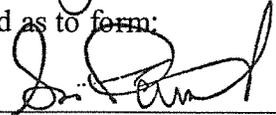
CITY OF LAUREL

  
Thomas C. Nelson, Mayor

ATTEST

  
Bethany Langye, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:

  
Sam Painter, Civil City Attorney

Handwritten signature or mark.

**SECTION 00500  
AGREEMENT FORM**

This Agreement is dated as of the 15<sup>th</sup> day of April in the year 2019, by and between the City of Laurel, hereinafter called "Owner" and Hardrives 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:

Pavement preservation consisting of crack seal, chip seal, pavement markings, and other miscellaneous items on the following streets: South Washington Avenue; 5th Avenue from West Main Street to West 2nd Street; Cottonwood Avenue from East Main Street to the Ditch Crossing; East 8th Street from 1st Avenue to Pennsylvania Avenue; and Pennsylvania Avenue from East 8th Street to East Maryland Lane.

**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:

2019 Pavement Maintenance

**ARTICLE 3 - ENGINEER**

- 3.01 The Project has been designed by Kadrmas, Lee and Jackson, Inc. (KLJ), which 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 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 *Days for Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 30 calendar days after the date when the Contract Times commence to run as provided in the Special Provisions and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 45 calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence 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 \$1,400 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for Final Completion until the Work is completed and ready for final payment.

## 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 General Conditions.

### 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 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 sum of the unit price items less the percentage indicated below 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.
    - a. Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents.
    - b. Retainage will be 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 Paragraph 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 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 as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, 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;
  - 7. Specifications as listed in the table of contents of the Project Manual;
  - 8. Drawings consisting of a cover sheet and sheets numbered G2 through DT2 with each sheet bearing the following general title: 2019 Pavement Maintenance;
  - 9. Addenda (Numbers 1 to 1, inclusive);
  - 10. Wage Rates;
  - 11. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (Pages 1 to 8, inclusive);
    - b. Documentation submitted by Contractor prior to Notice of Award (N/A);
    - c. Notice of Award.

12. 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 (Pages 1 to 1, inclusive).
- b. Written Amendments;
- c. Work Change Directives;
- d. Change Orders;
- e. Any Notice of Partial Utilization;
- f. Notice of Substantial Completion;
- g. Lien Waivers;
- h. Notice of Final Completion and Acceptance.

13. Supplementary Specifications

14. Certificates of Insurance

15. 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 will have the meanings stated in the General Conditions and the Supplementary 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 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.

IN WITNESS WHEREOF, Owner and Contractor have signed four (4) copies of the Agreement. Two have been delivered to Owner, one to Contractor and one to Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on April 15, 2019 (which is the Effective Date of the Agreement).

OWNER: CITY OF LAUREL

  
Signature

By: THOMAS C NELSON

Title: MAYOR

Attest:   
Signature

By: Bethany Langre

Title: CLERK/TREASURER

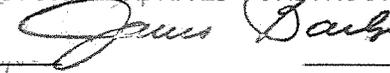
Address for giving notices:

115 W 1<sup>st</sup> ST Laurel MT 59044

Phone No.: 406-628-7431

Fax No.: 406-628-2289

CONTRACTOR: HARDRIVES CONSTRUCTION INC.

  
Signature

By: James Bailey

Title: President

Attest:   
Signature

By: Judy Teske

Title: VP

Address for giving notices:

4800 Helfrick Rd

Phone No.: (406) 245-3128

Fax No.: (406) 245-8834

License No.: 3391

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

(SEAL)  
Contractor Registration No. of  
Agent for service of process:

\_\_\_\_\_  
\_\_\_\_\_  
(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Owner's Designated Representative:

Name: Thomas C. Nelson

Title: Mayor

Address: 115 W. 181 ST

Laurel MT 59044

Phone No.: 406-628-8456

FAX No.: 406-628-2289

Contractor's Designated Representative:

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

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

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

Phone No.: \_\_\_\_\_

FAX No.: \_\_\_\_\_

END OF SECTION

SECTION 00300  
BID FORM

PROJECT IDENTIFICATION:

2019 Pavement Maintenance  
KLJ PROJECT: 1904-00230

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

City of Laurel  
115 West 1st Street  
Laurel, MT 59044

1.02 The undersigned Bidder proposes and agrees if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents, to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, and Instructions to Bidders, including without limitations those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
# 1	3/5/19
_____	_____
_____	_____

B. Bidder 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 performance of the Work.

- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder 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 as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in the Special Provisions as provided in Paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted

## ARTICLE 4 - BIDDER'S CERTIFICATION

### 4.01 Bidder certifies and acknowledges:

- A. That this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- B. That no official of Owner, Engineer or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or Contracts of Bidder.
- C. That Unit Prices have been computed in accordance with Paragraph 11.03.B. of the General Conditions.
- D. That the estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.
- E. That Bidder will make no claim for damages, anticipated profits or otherwise on account of any difference which may be found between quantities of work actually done and the estimated quantities.
- F. That Bidder's unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and the total amount of the Unit Prices bid as listed in the Unit Price Schedule, after extensions are checked and corrections made, if any, the Total Amount of Unit Prices bid as corrected shall be used in awarding this Contract.
- G. That Owner reserves the right to reject any or all bids.
- H. That Bidder understands that the award will be made by Owner on the basis of that Bid from the lowest responsive, responsible Bidder which, in Owner's sole and absolute judgment, will best serve the interest of Owner.
- I. That low bidder will be determined on the basis of the lowest Base Bid schedule.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the price(s) shown on the following bid form:

2019 PAVEMENT MAINTENANCE  
LAUREL, MT

Base Bid – 2019 Pavement Maintenance City of Laurel					
Item	Description	Quantity	Unit	Unit Price	Total Price
101	Mobilization	1	LS	\$17,000.00	\$17,000.00
102	Taxes, Bond and Insurance	1	LS	\$1,500.00	\$1,500.00
103	Construction Traffic Control	1	LS	\$8,500.00	\$8,500.00
104	Crack Route & Seal	1,269	LF	\$1.40	\$1,776.60
105	CHFRS-2P Asphalt Seal & Chip Coat - 3/8" Gradation	25,720	SY	\$2.00	\$51,440.00
106	SS-1 or CSS-1 Emulsified Asphalt (Fog Seal Only)	3,344	GAL	\$3.10	\$10,366.40
107	Thermoplastic Pavement Marking - Symbols	195	SF	\$50.00	\$9,750.00
108	Thermoplastic Pavement Marking – White (8-Inch)	315	LF	\$15.00	\$4,725.00
109	Thermoplastic Pavement Marking - White (24-Inch)	640	LF	\$51.00	\$32,640.00
				<b>Base Bid Total</b>	<b>\$137,698.00</b>

TOTAL BASE BID SUMMARY

\$ 137,698.00  
(Figures)

one hundred thirty seven thousand six hundred  
(Words)  
ninety eight dollars and no cents

#### **ARTICLE 6 - TIME OF COMPLETION**

- 6.01 Bidder agrees that the work will be substantially completed and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement (Section 00500).
- 6.02 Bidder accepts the provisions stated in the Agreement (Section 00500) as to liquidated damages and the stated amount in the event of failure to complete the Work within the times specified in the Agreement.

#### **ARTICLE 7 - ATTACHMENTS TO THIS BID**

- 7.01 The following documents are attached to and made a condition of the Bid:
  - A. Required Bid security in the amount of 10% of the maximum Bid price, including alternates, if any.
  - B. Other documents as pertinent, if any.

#### **ARTICLE 8 - DEFINED TERMS**

- 8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders, General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

SUBMITTED on 3|8|19  
(Date)

Montana Contractor's Registration # 3391

Employer's Tax ID No. 81-0470148

**If Bidder is:**

**An Individual:**

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

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

Phone No.: \_\_\_\_\_ FAX No: \_\_\_\_\_

**A Partnership:**

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

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

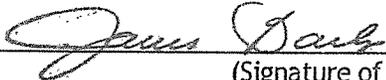
Phone No.: \_\_\_\_\_ FAX No: \_\_\_\_\_

**A Corporation:**

Name: HARDRIVES Construction inc.  
(Corporation Name)

State of Incorporation: MT

Type (General Business, Professional, Service, Limited Liability): General Buisness

By:   
(Signature of person authorized to sign)

Title: President

Attest:   
(Signature)

Business Address: 4800 Helfrick Rd, Billings, MT. 59101

Phone No.: (406) 245-3128 FAX No: (406) 245-8834

Date of Qualification To Do Business Is: 1989

\_\_\_\_\_  
(Corporate Seal)

**A Joint Venture: Each Joint Venture Must Sign:**

Joint Venturer Name: \_\_\_\_\_  
(Name)

By: \_\_\_\_\_  
(Signature of Joint Venture Partner)

Name: \_\_\_\_\_  
(Name, printed or typed)

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

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

Phone No.: \_\_\_\_\_ FAX No: \_\_\_\_\_

Joint Venturer Name: \_\_\_\_\_  
(Name)

By: \_\_\_\_\_  
(Signature of Joint Venture Partner)

Name: \_\_\_\_\_  
(Name, printed or typed)

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

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

Phone No.: \_\_\_\_\_ FAX No: \_\_\_\_\_

Address of Joint Venture for Receipt of Official Communication:

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

Phone No.: \_\_\_\_\_ FAX No: \_\_\_\_\_

(Each Joint Venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

**END OF SECTION**

# Notice of Award

Date: 3/12/2019

Project: 2019 Pavement Maintenance

Owner: City of Laurel

Owner's Contract No.:

Contract: Base Bid

Engineer's Project No.: 1904-00230

Bidder: Hardrives Construction, Inc.

Bidder's Address: 4800 Helfrick Road

Billings, MT 59101

You are notified that your Bid dated March 8, 2019 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for 2019 Pavement Maintenance.

The Contract Price of your Contract is One Hundred Thirty-Seven Thousand Six Hundred Ninety-Eight Dollars and No Cents (\$137,698.00).

4 copies of the proposed Contract Documents (including Drawings) accompany this Notice of Award.

(tbd) sets of Drawings and Specifications will be delivered separately or otherwise made available to you.

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

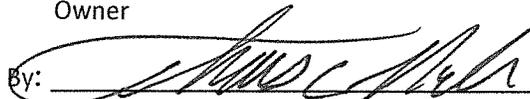
1. Deliver to the Owner four (4) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds] as specified in the Instructions to Bidders (Article 20) and General Conditions (Paragraph 5.01).
3. Other conditions precedent: (none)

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.

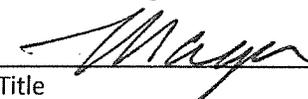
Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Laurel

Owner

By: 

Authorized Signature

  
Title

Copy to Engineer

