

RESOLUTION NO. 4244

A RESOLUTION APPROVING TERMS FOR A CONTRACT WITH BOARD BY BOARD CONSTRUCTION FOR BUILDING REPAIRS AT BENDER PARK.

WHEREAS, the City of Miles City has engaged Board by Board Construction to complete certain repairs and renovations to a City owned structure at Bender Park, which was previously damaged by fire;

AND WHEREAS, the scope of said work has expanded as the result of latent damage to the building; however, the initial bid amount for the work contemplated was \$ 55,683.37;

AND WHEREAS, in order for an insurance claim to be completed to cover the cost of said repairs and renovations, a written agreement as to the services being provided is required by the Montana Municipal Interlocal Authority;

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

1. The Contract between Board by Board Construction and the City of Miles City for renovations in the amount of \$93,895.62, 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 document on behalf of the City of Miles City, and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 23rd DAY OF APRIL, 2019.



John Hollowell, Mayor

ATTEST:



Lorrie Pearce, City Clerk



CONTRACT

I. Parties

Board by Board Construction, herewithin referred to as Contractor, whose business address is Po Box 964, Miles City, MT; and City of Miles City, herewithin referred to as Owners whose mailing address is P.O. Box 910 with work being performed at 1502 N Montana Ave, Miles City MT hereby enter into this agreement on this day of 4/17/2019 as follows: .

III. The Scope of the Work

The Contractor will furnish the labor and materials necessary to do the following:

(See attached bid for scope of work)

IV. Change Orders

All change orders must be in writing and signed by all the parties. The Owners agree that changes resulting in the furnishing of additional labor or materials will be paid for prior to the commencement of the extra work. The Owners agree that either of them may sign a change order, and that signature will be binding on both.

V. Permits, Licenses, and Approvals

The Contractor will obtain and pay for local building and construction permits, and will obtain and pay the fees for the governmental inspections that are necessary for the construction and occupancy of the finished structure, except as otherwise provided in this contract. The Owners will secure and pay for any easements, variances, zoning changes, necessary modifications of restrictive covenants, or other actions. The Owners will indicate the property lines to the Contractor and will provide boundary stakes by a licensed land surveyor if the Owners are in doubt about the property boundaries.

VI. Insurance and Risk of Loss

The Owners agree to maintain insurance covering the replacement cost of the improvement under contract in the event of loss through fire, casualty, storm or other disasters, and theft of

materials from the site. Upon request, the Owners will furnish a certificate of that insurance to the Contractor. The Contractor agrees to maintain workers' compensation insurance and liability insurance to protect the Owners from liability claims for damages because of bodily injury, including death, and from liability for damages to property. Before beginning the work, the Contractor will furnish a certificate of that insurance to the Owners.

VII. Access

The Owners will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. The Contractor will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation.

VIII. Site Conditions

The Owners acknowledge that this contract is based upon the Contractor's observation of conditions. Conditions which could not be known by a reasonable inspection, such as termite damage, hidden water damage, hidden code violations, or other concealed conditions, may require extra labor or materials, which are not part of this contract. If such hidden conditions are discovered, the Contractor will notify the Owners and will attempt to reach an agreement for a change order to this contract that addresses those problems.

IX. Payment

Contract Prices

- In addition to any other charges specified in this agreement, Owners agree to pay Contractor a total of **\$93,895.62** for the work outlined in bid.

XI. Interest and Withheld Payments

Payments due and not paid under the contract documents shall bear interest from the date payment is due at an annual rate of 12%.

Any portion of the payment due will not be withheld on work already satisfactorily completed. Payment will only be withheld at the time of final inspection (see paragraph XI. Final Inspections and Liens)

XI. Final Inspections and Liens

Upon notification by the Contractor of substantial completion of the work, the Owners and the Contractor will inspect the work performed, and at that time the Owners will prepare a punch list that identifies any incomplete work or deficiencies in workmanship or materials. The Owners may retain the value of the punch list work from the final payment until the punch list items are complete. Completion of the punch list items must be made within 5 days from the date of the punch list preparation. When the punch list items are completed, the Owners will pay the

Contractor the balance of the contract price within 3 days of the demand. At that time, the Contractor will deliver to the property Owners a release of all liens.

XII. Warranties

The Contractor guarantees the work will meet trade standards of good workmanship. The Contractor will make every effort to blend existing textures, colors, and planes, but exact duplication is not guaranteed. The Contractor warrants that materials of good quality will be selected. The Contractor will maintain all manufacturers' warranties. The customer is limited to the manufacturers' warranties for defects in the manufacture of materials. All Contractors' warranties are limited to a period of no more than 24 months. The Contractor's warranties are limited to the cost of labor and materials only, and exclude ordinary wear and tear or abuse by others.

XIII. Dispute Resolution

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by a mediator experienced in Construction Industry Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediator will award reasonable costs and expenses to the prevailing party.

XIV. Signatures

We, the undersigned, have read and understood this entire contract, including documents attached by reference. We acknowledge that this document constitutes the entire agreement between the parties. This contract is not binding upon the Contractor or the Owners until it is signed by all parties.

Dated: 4-16-19 Signed: 
Contractor

Dated: 4-26-19 Signed: 
Owner

Dated: 4-26-19 Signed: 
Owner



Board By Board

Board By Board Construction. LLC
Eastern Montana Roofing
P.O. Box 964
Miles City, MT
59301

Client: City of Miles City
Property: Bender Park
Miles City, MT 59301
Billing: Po Box 910
Miles City, MT 59301

Operator: BOARDXB

Estimator: Beau

Business: (406) 439-8619
E-mail: boardxb@yahoo.com

Type of Estimate: <NONE>
Date Entered: 5/23/2018

Date Assigned:

Price List: MTSI8X_AUG17
Labor Efficiency: Restoration/Service/Remodel
Estimate: 2018-05-23-0859



Board By Board

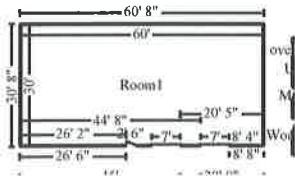
Board By Board Construction, LLC
 Eastern Montana Roofing
 P.O. Box 964
 Miles City, MT
 59301

2018-05-23-0859

Main Level

Main Level

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
50. Dumpster load - Approx. 40 yards, 7-8 tons of debris	1.00 EA	709.00	0.00	0.00	50.34	759.34
51. General Demolition - per hour	60.00 HR	37.25	0.00	0.00	158.69	2,393.69
Total: Main Level				0.00	209.03	3,153.03



Room 1

Height: 14' 6"

2,610.00 SF Walls	1,800.00 SF Ceiling
4,410.00 SF Walls & Ceiling	1,800.00 SF Floor
200.00 SY Flooring	180.00 LF Floor Perimeter
180.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Remove Drapery roll insulation - vinyl faced - R11	4,320.00 SF	0.35	0.00	0.00	107.35	1,619.35
44. R&R Metal outside corner post	28.00 LF	0.93	5.57	0.00	12.92	194.92
42. R&R Metal roofing - ribbed - 26 gauge - 1 1/8" to 1 1/2"	480.00 SF	0.38	5.85	0.00	212.32	3,202.72
40. Clean with pressure/chemical spray	8,640.00 SF	0.00	0.29	0.00	177.90	2,683.50
39. R&R Sprayed polyurethane foam - 2lb mix - per inch thick (do to rib in metal 30% to the building SQ FT must be added)	14,256.00 SF	0.00	1.15	0.00	1,164.00	17,558.40
13. Fire retardant coating over foam	4,320.00 SF	0.00	1.36	0.00	417.14	6,292.34
47. R&R 2" x 6" lumber (1 BF per LF) (wall to fill in over head door)	180.00 LF	0.45	1.98	0.00	31.06	468.46
48. R&R Sheathing - OSB - 1/2"	144.00 SF	0.42	1.07	0.00	15.23	229.79
49. Sill seal foam - 6"	12.00 LF	0.00	0.26	0.00	0.22	3.34
Totals: Room 1				0.00	2,138.14	32,252.82

Framing

Framing

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
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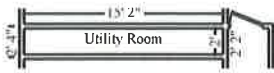
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 Eastern Montana Roofing
 P.O. Box 964
 Miles City, MT
 59301

CONTINUED - Framing

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
54. R&R 2" x 6" lumber (1 BF per LF) (Walls)	1,540.00 LF	0.00	1.98	0.00	216.49	3,265.69
55. R&R 2" x 8" lumber (1.33 BF per LF) (Ceiling)	1,376.00 LF	0.00	2.38	0.00	232.52	3,507.40
Total: Framing				0.00	449.01	6,773.09

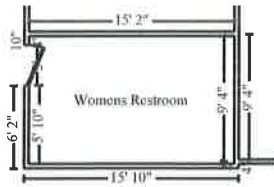
Utility Room

Height: 8'



275.17 SF Walls	30.40 SF Ceiling
305.57 SF Walls & Ceiling	30.40 SF Floor
3.38 SY Flooring	34.40 LF Floor Perimeter
34.40 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
59. Batt insulation - 6" - R21 - paper faced	275.17 SF	0.00	1.23	0.00	24.03	362.49
60. Batt insulation - 12" - R38 - paper faced	30.40 SF	0.00	1.52	0.00	3.28	49.49
57. 5/8" drywall - hung, taped, with smooth wall finish	305.57 SF	0.00	2.62	0.00	56.84	857.43
61. Seal the walls and ceiling w/latex based stain blocker - one coat	305.57 SF	0.00	0.56	0.00	12.15	183.27
63. 5/8" drywall - hung, taped, with smooth wall finish (Outside of wall)	46.50 SF	0.00	2.62	0.00	8.65	130.48
Totals: Utility Room				0.00	104.95	1,583.16
Total: Framing				0.00	553.96	8,356.25



Womens Restroom

Height: 10'

493.96 SF Walls	144.38 SF Ceiling
638.35 SF Walls & Ceiling	144.38 SF Floor
16.04 SY Flooring	49.40 LF Floor Perimeter
49.40 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
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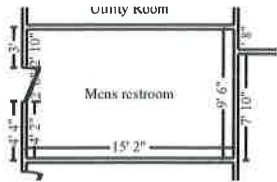


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 Miles City, MT
 59301

CONTINUED - Womens Restroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
64. 5/8" drywall - hung, taped, with smooth wall finish	638.35 SF	0.00	2.62	0.00	118.75	1,791.23
65. Batt insulation - 6" - R21 - paper faced	493.96 SF	0.00	1.23	0.00	43.14	650.71
66. Batt insulation - 12" - R38 - paper faced	144.38 SF	0.00	1.52	0.00	15.58	235.04
67. Seal the walls and ceiling w/latex based stain blocker - one coat	638.35 SF	0.00	0.56	0.00	25.38	382.86
68. 1/2" drywall - hung, taped, with smooth wall finish	162.00 SF	0.00	2.41	0.00	27.72	418.14
69. Fiberglass reinforced plastic (FRP) paneling	638.35 SF	0.00	4.41	0.00	199.87	3,014.99
79. Steel door, 3' x 7' - fire rated	1.00 EA	0.00	1,500.00	0.00	106.50	1,606.50
Totals: Womens Restroom				0.00	536.94	8,099.47



Mens restroom

Height: 8'

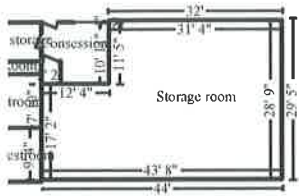
395.17 SF Walls	144.38 SF Ceiling
539.55 SF Walls & Ceiling	144.38 SF Floor
16.04 SY Flooring	49.40 LF Floor Perimeter
49.40 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
71. Batt insulation - 6" - R21 - paper faced	152.00 SF	0.00	1.23	0.00	13.28	200.24
72. Batt insulation - 12" - R38 - paper faced	144.38 SF	0.00	1.52	0.00	15.58	235.04
74. Seal the walls and ceiling w/latex based stain blocker - one coat	539.55 SF	0.00	0.56	0.00	21.45	323.60
75. Fiberglass reinforced plastic (FRP) paneling	539.55 SF	0.00	4.41	0.00	168.94	2,548.36
76. 5/8" drywall - hung, taped, with smooth wall finish	155.00 SF	0.00	2.62	0.00	28.83	434.93
73. 5/8" drywall - hung, taped, with smooth wall finish	539.55 SF	0.00	2.62	0.00	100.36	1,513.98
77. Steel door, 3' x 7' - fire rated	1.00 EA	0.00	1,500.00	0.00	106.50	1,606.50
Totals: Mens restroom				0.00	454.94	6,862.65



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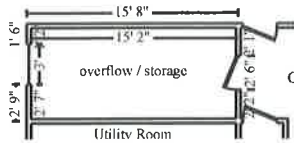


Storage room

Height: 10'

1,448.33 SF Walls	1,112.56 SF Ceiling
2,560.89 SF Walls & Ceiling	1,112.56 SF Floor
123.62 SY Flooring	144.83 LF Floor Perimeter
144.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
80. 5/8" drywall - hung, taped, with smooth wall finish	400.00 SF	0.00	2.62	0.00	74.41	1,122.41
81. Seal the surface area w/latex based stain blocker - one coat	400.00 SF	0.00	0.56	0.00	15.90	239.90
82. Paint the surface area - two coats	400.00 SF	0.00	0.87	0.00	24.71	372.71
Totals: Storage room				0.00	115.02	1,735.02



overflow / storage

Height: 8'

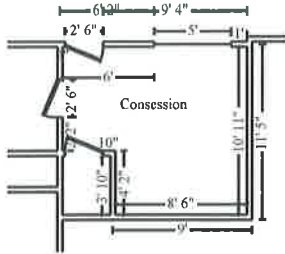
351.17 SF Walls	102.59 SF Ceiling
453.76 SF Walls & Ceiling	102.59 SF Floor
11.40 SY Flooring	43.90 LF Floor Perimeter
43.90 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
84. Batt insulation - 6" - R21 - paper faced	242.66 SF	0.00	1.23	0.00	21.19	319.66
86. Seal the walls and ceiling w/latex based stain blocker - one coat	453.76 SF	0.00	0.56	0.00	18.04	272.15
87. Fiberglass reinforced plastic (FRP) paneling	453.76 SF	0.00	4.41	0.00	142.08	2,143.16
83. 5/8" drywall - hung, taped, with smooth wall finish	453.76 SF	0.00	2.62	0.00	84.41	1,273.26
85. Batt insulation - 12" - R38 - paper faced	102.59 SF	0.00	1.52	0.00	11.07	167.01
88. 5/8" drywall - hung, taped, with smooth wall finish	120.00 SF	0.00	2.62	0.00	22.32	336.72
90. R&R Steel door, 3' x 7' - fire rated	1.00 EA	0.00	1,500.00	0.00	106.50	1,606.50
Totals: overflow / storage				0.00	405.61	6,118.46



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Concession

Height: 8'

366.67 SF Walls
 483.22 SF Walls & Ceiling
 12.95 SY Flooring
 45.83 LF Ceil. Perimeter

116.55 SF Ceiling
 116.55 SF Floor
 45.83 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
91. 5/8" drywall - hung, taped, with smooth wall finish	305.31 SF	0.00	2.62	0.00	56.80	856.71
93. Batt insulation - 4" - R11 - paper faced	366.67 SF	0.00	0.70	0.00	18.22	274.89
95. Batt insulation - 12" - R38 - paper faced	116.55 SF	0.00	1.52	0.00	12.58	189.74
94. Paint the walls and ceiling - one coat	483.22 SF	0.00	0.60	0.00	20.59	310.52
96. Fiberglass reinforced plastic (FRP) paneling	483.22 SF	0.00	4.41	0.00	151.30	2,282.30
97. 5/8" drywall - hung, taped, with smooth wall finish	116.55 SF	0.00	2.62	0.00	21.68	327.04
98. R&R Steel door, 3' x 7' - fire rated	1.00 EA	0.00	1,500.00	0.00	106.50	1,606.50
Totals: Concession				0.00	387.67	5,847.70

Roof

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
99. R&R Metal roofing - ribbed - 26 gauge - 1 1/8" to 1 1/2"	1,866.61 SF	0.38	5.85	0.00	825.66	12,454.64
100. R&R Gable trim for metal roofing - 26 gauge	64.00 LF	0.62	5.91	0.00	29.66	447.58
Totals: Roof				0.00	855.32	12,902.22

Bathroom stalls

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
101. R&R stainless steel stall (Bid)	1.00 EA	0.00	8,000.00	0.00	568.00	8,568.00
Totals: Bathroom stalls				0.00	568.00	8,568.00



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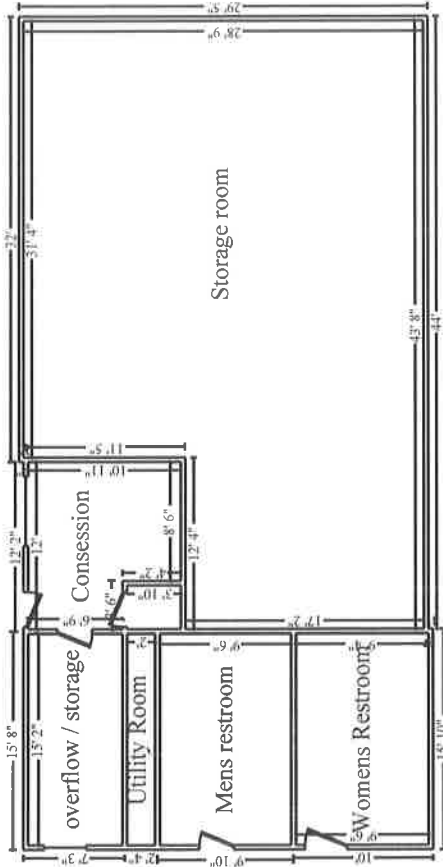
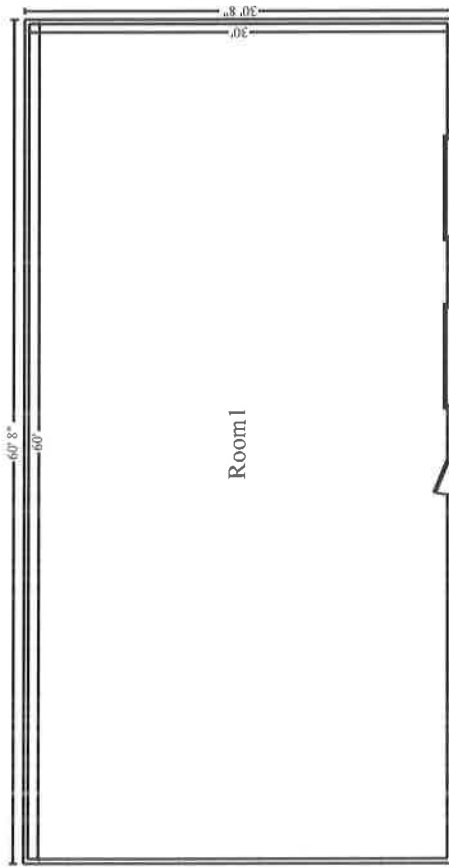
Total: Main Level	0.00	6,224.63	93,895.62
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Line Item Totals: 2018-05-23-0859	0.00	6,224.63	93,895.62
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Additional Charges	Charge
Permit	900.00
Additional Charges Total	\$900.00

Grand Total Areas:

5,940.48 SF Walls	3,450.86 SF Ceiling	9,391.33 SF Walls and Ceiling
3,450.86 SF Floor	383.43 SY Flooring	547.75 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	547.75 LF Ceil. Perimeter
3,450.86 Floor Area	3,605.45 Total Area	5,940.48 Interior Wall Area
4,839.98 Exterior Wall Area	375.83 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



Main Level