

Browning Public Schools  
**Board Agenda Request**  
Meeting To Be Held: 2/23/22



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**Recognition:**    Students                       Staff                       Parents  
**Information:**    Building Report               Old Business               Superintendent's Report  
**Action:**    Resignations                       Hiring                       Contract Service Agreements  
                   Travel Out-of-State                       Travel In State               Approvals  
                   Termination                               Legal Matters               Other:  
                  This action request pertains to  Elementary (only)               High School/District Wide

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**Date:**      2/16/22

**To:**          Corrina Guardipee-Hall  
                  Superintendent

**From:**      Reid Reagan  
**Title:**      Director of Maintenance/Facilities

**Subject: Repair Food Service/Central Supply Building**

**Description:** Recommend quote from Tim McDonald to repair damages to the Food Service/Central Supply Building.

**Financial Impact: \$8,112.00**

**Funding Source (Budget/grant, etc.):** N/A

**Attachment(s):** Small Contract Under \$25,000

**Superintendent Action:**    Approved    Denied    Deferred      Initial & date: \_\_\_\_\_

**Comments:** \_\_\_\_\_  
\_\_\_\_\_

**Board Action:**               N/A (Info)               Approved               Denied               Tabled to: \_\_\_\_\_

# Proposal

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Tim McDonald  
 P.O. Box 1346  
 Browning MT 59417

406-450-8125

PROPOSAL SUBMITTED TO: Reid Reagan - B.P.S.	JOB NAME: Wall Repairs	JOB #
ADDRESS: Maintenance Dept. Browning MT	JOB LOCATION: Food Service Building	DATE: Feb. 4, 2022
PHONE #	FAX #	DATE OF PLANS: 1-16-22
		ARCHITECT

We hereby submit specifications and estimates for: Payment Plan

✓ 1st Payment: Materials and start up — \$ 3230.40

2nd Payment: Substantial Completion — \$ 4070.40

3rd Payment: 10% Retainage payed upon Completion & inspection — \$ 811.20

total — \$ 8112.00

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:

\$ eight thousand, one hundred and twelve \_\_\_\_\_ Dollars

with payments to be made as follows: as above

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted Tim McDonald

Note — this proposal may be withdrawn by us if not accepted within 14 days.

## Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_

# Proposal

Page # \_\_\_\_\_ of \_\_\_\_\_ pages

Tim McDonald  
P.O. Box 1346  
Browning MT 59417

phone 406-450-8125

PROPOSAL SUBMITTED TO: Reid Reagan B.P.S,	JOB NAME: Wall Repairs	JOB #
ADDRESS: Maintenance Dept. Browning MT 59417	JOB LOCATION: Food Service Building	
PHONE #	DATE: Feb. 1, 2022	DATE OF PLANS: 1-16-22
FAX #	ARCHITECT	

We hereby submit specifications and estimates for: Wall Repairs from Car accident  
 Work to consist of: Exterior Wall, Remove and Replace Metal siding Panels/insulation & Bottom sill plates. Please note that the wall Panels are out date and cannot be matched, We will also have to take the Rain Gutter system down to replace the siding Panels

- 1st interior wall, Remove and Replace 2x4 Framing insulation and Sheet Rock. All ~~new~~ Sheet Rock taped smooth to finish and Painted to Match new Cone Base also
- 2nd interior wall, Pull Panels so we can move the wall Back in to place. Remove Cloth covered wall panels and. Reset Electrical Panels to a flush finish. Tape & Paint to Match

Materials - \$3230.40  
 LABOR - 4070.40  
 10% Retainage 811.20  
 total \$8112.00

- Electrical, Repair OR Replace Damaged circuit (3) Replace Breaker Box Cover. Move ~~the~~ Electrical Boxes to fit. Right.

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:  
 \$ eight thousand, one hundred and twelve Dollars

with payments to be made as follows: Materials to Start (\$3230.40) substantial Completion (\$4070.40) and the Retainage last Payment (811.20)

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted Tim McDonald 2/1/22

Note - this proposal may be withdrawn by us if not accepted within 14 days.

## Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

(SMALL CONTRACT -- under \$25,000)

CONTRACTOR AGREEMENT

This Agreement is entered into between Glacier County school District No. 9, Browning, Montana, (Owner), Tim McDonald in consideration of the mutual promises and agreements contained herein.

1. SCOPE OF WORK. The Contractor is hired to perform services for the Owner and shall perform all labor & materials necessary to complete the following work: Repair exterior wall, consisting of remove/replace metal siding, insulation and sill plates. Interior wall, consisting of remove/replace 2"x4" framing, insulation, and sheetrock. Reset electrical panel and repair/replace damaged breakers, circuits, conduit and wiring.

The Owner employs the Contractor, as an independent Contractor, to perform the above-described work. The Contract shall not subcontract, transfer or assign any of the work to be performed by it under this Agreement without the express written consent of the Owner.

The Contractor agrees to perform the work to the satisfaction of the Owner. The Contractor agrees to provide and pay for all labor, tools, supplies and equipment necessary to complete the work, except as otherwise provided herein, and to furnish all necessary tools protection and competent supervision. The Contractor shall execute all work in the best and most workmanlike manner by qualified, careful and efficient workers.

2. TIME OF COMPLETION. The work to be performed under this agreement shall commence on February 15 and shall be completed within 60 consecutive calendar days. Time is of the essence and the Contractor agrees to proceed with all items of work with due diligence and without delay to allow the Owner to meet its schedule of construction and occupancy.

3. WARRANTY. The Contractor warrants to the owner that all materials and/or equipment furnished shall be new unless otherwise specified. The Contractor agrees to promptly make good, without cost to the Owner, any and all defects due to faulty workmanship which may appear within 1 year from the date of completion of the work.

The Contractor shall pay for all changes to the work resulting from such defects in workmanship and/or materials and all expenses necessary to replace or repair the work, including that damaged or disturbed by making replacements or repairs. This warranty is in addition to all other guarantees, warranties or rights contained in this Agreement.

4. CONTRACT SUM AND PAYMENT. The above-described work shall be performed for the total sum of Eight thousand, one hundred and twelve dollars, \$8112.\_

5. CHANGES. Any alteration or deviation from the above-described work involving extra cost of material and/or labor will only be executed upon written orders from the owner, and will become an extra charge over the contract sum mentioned above.

6. INSURANCE. Prior to starting work, the Contractor shall provide proof of adequate workers compensation insurance or a valid exemption relating to such. Prior to starting work, the Contractor, at its own

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expense, shall procure and maintain in force, on all its operations, liability insurance protecting against property damage and bodily injury, covering occurrences during the contract period, in an amount acceptable to the Owner. The Contractor shall provide proof of such insurance and its carrying of the insurance required under this Agreement shall not be deemed to release the Contractor or in any way diminish its liability otherwise assumed under this Agreement.

7. PERFORMANCE, LABOR AND MATERIALS BONDS/SECURITY. If the contract sum set forth in Paragraph 4 above exceeds \$50,000, the Contractor shall provide performance, labor and material security to the Owner in the amount of the contract sum in one of the permissible forms (either surety bond or other form) set forth in Section 18-2-201, MCA.

8. INDEMNITY. The Contractor assumes full liability for any and all damages, death or injury of any kind to all person(s), in any way connected with its work and shall to the fullest extent permitted by law defend, indemnify and hold harmless Owner, its officers, agents, employees and indemnities from and against any and all claims, losses, suits, damages, legal and otherwise, arising out of or in any way connected with the Contractor's work.

9. PREVAILING WAGE REQUIREMENTS. If the contract sum set forth in Paragraph 4 above exceeds \$2,000, the Contractor shall comply with the requirements of federal prevailing wage laws (Davis-Bacon Act), including but not limited to the posting of all required notices and the classification and payment of all workers on the project in accordance with the applicable Prevailing Wage Rates, a copy of which is attached hereto and incorporated herein by reference. The Contractor agrees to create and maintain payroll records in a manner capable of being certified to submission to the proper legal authorities attendant to any review or classification needs. The Contractor warrants and represents that it has secured a copy of the current and applicable Prevailing Wage Rates and has undertaken steps to properly classify all workers in accordance with those provisions.

10. COMPLIANCE WITH LAW AND SAFETY. In addition to the requirements of Paragraph 9 above, all work, labor, services to be provided by the contractor must comply with all other applicable federal, state, local and tribal laws, rules, regulations, statutes, ordinances and directives now in force or hereafter in effect. Contractor shall also comply with all applicable safety laws, rules, regulations, statutes, ordinances and directives.

11. HAZARDOUS MATERIALS. The Contractor agrees that no hazardous materials will be used in the project or its fixtures, including but not limited to asbestos materials or products, polychlorinated biphenyl (PCB) or materials which would be hazardous to potable water. If the Contractor encounters any hazardous materials, known carcinogens or otherwise suspicious material, the Contractor shall stop work immediately and report its findings to the Owner in writing.

12. WAIVER. If the Owner does not insist in any instance upon strict compliance with any of the provisions of this agreement, or to exercise any options provided, such action shall not be construed as a waiver of its right to thereafter require such compliance or to exercise such option.

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13. ENTIRE AGREEMENT. This Agreement constitutes the sole and entire agreement between the Owner and Contractor relating to the work covered hereby and any oral agreements between the parties are no longer of any effect. Changes to this Agreement will be effective only when executed in writing and signed by both parties.

14. SEVERABILITY. If any provision of this Agreement shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instances, but the remaining provisions shall be given effect in accordance with their terms.

15. ENFORCEMENT. In the event either party files suit to enforce their rights under this Agreement, the prevailing party shall be entitled to recover their costs and attorney's fees from the other party, in addition to any other damages awarded by the court.

16. CONSTRUCTION. This Agreement shall be construed and governed by the laws of the State of Montana.

This Agreement is entered into on February 15, 2022.

OWNER: **BROWNING PUBLIC SCHOOLS**

Reid Reagan  
(Signature)

Reid Reagan  
(Printed Name)

CONTRACTOR **Tim McDonald**

Tim McDonald 2/15/22  
(Signature)

Tim McDonald  
(Printed Name)

CHAIRMAN, BOARD OF TRUSTEES  
Glacier County School District No. 9

WITNESS:

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District Clerk

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