

RESOLUTION NO. R15-33

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
SIGN A CONTRACT WITH SPRAGUE CONSTRUCTION ROOFING, LLC
FOR ROOFING CONSTRUCTION AT CITY HALL.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The Contract between the City of Laurel and Sprague Construction Roofing, LLC for roofing services at Laurel City Hall, a copy attached hereto, is hereby approved.

Section 2: Execution. The Mayor and City Clerk of the City of Laurel are hereby given authority to execute said contract on behalf of the City.

Introduced at a regular meeting of the City Council on May 5, 2015, by Council Member Poehls.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 5th day of May, 2015.


APPROVED by the Mayor this 5th day of May, 2015.

CITY OF LAUREL




Mark A. Mace, Mayor

ATTEST:



Shirley Ewan, Clerk/Treasurer



Sam S. Painter, Civil City Attorney

**SPRAGUE CONSTRUCTION
ROOFING, LLC**
2120 Main St
Billings, MT 59105
info@spraguerroofing.net
Ph: (406) 534-1222
FX: (406) 534-1223



Proposal

Estimate # 4272
Date 4/27/2015
Salesman Gary 1-406-671-7887
Customer: City Hall - Heidi Jensen
(406) 628-4796
115 W. 1st Street
Laurel, MT 59044

Insurance: Non-Insurance
Claim#:
Adj:

1. Remove existing Pea Gravel HBUR membrane down to the wood deck and inspect deck for any deteriorated wood and replace same as necessary to provide a suitable substrate for new single-ply membrane.
2. Remove any abandoned roof penetrations cap metal, drip edge metal and roof penetration flashings.
Note: Central Heating - under a separate contract, will disconnect the electricity to existing HVAC unit and remove same from roof.
3. Repair roof deck where old HVAC unit is removed.
4. Install 1/2" fiber recovery board over prepared wood deck by mechanically fastening.
5. Install 60 mil TPO single-ply membrane over fiber board by mechanically attaching field and heat welding seams. TPO to go up and over the parapet walls.
6. Install new cap metal on parapet walls and 24 gauge TPO clad drip edge metal with 8" TPO flashing strip heat welded over metal and field sheet joint.
7. Flash all roof penetrations with TPO compatible flashing material.
8. New roof system to have a 5-year workmanship and 15-year manufacture's material warranty.

Jobsite/Yard will be returned to pre-work condition (roof nails, shingles, and debris removed)
If rotting is found, the following 3 additional items will apply (not covered by insurance)
Replace Bad Decking at an additional cost of \$2 per sq. ft.
Remove and replace Rafter tail - \$75 per rafter tail
Remove and replace Fascia - \$7.50 per LF

Total Cost of Labor and Material

\$17,150.00

Terms:

This quote is valid for 15 days from the above date. Prices are subject to change after 15 days based on material and fuel costs. The above price represents a cash or check discount price. By signing the proposal, the customer agrees that any work done on their roof will be done by Sprague Construction Roofing, LLC or by subcontractors engaged by Sprague Construction Roofing, LLC. The proposal price may change based on the final agreed upon scope.

Accepted by:

Marla Mae
Customer

5/5/15
Date

Accepted by:

[Signature]
Sprague Construction Roofing, LLC

4/27/2015
Date

SPRAGUE CONSTRUCTION ROOFING, LLC
2120 Main St
Billings, MT 59105
info@spraguerroofing.net
(406) 534-1222

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ROOFING, LLC**
2120 Main St
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Terms & Conditions

Contract # 4272
Date 4/27/2015
Salesman Gary 1-406-671-7887
Customer: City Hall - Heidi Jensen
115 W. 1st Street
Laurel, MT 59044

1. Parties: Sprague Construction Roofing, LLC is herein referred to as "Contractor." Homeowner/Customer is herein referred to as "Owner."
2. Contractor shall use extreme care and caution throughout all phases of the reroofing process to insure the protection of all persons, the building construction and its contents.
3. All work will be performed according to standard roofing practices and in strict accordance with the manufacturers specifications.
4. Subcontractors: Contractor, at his/her discretion, may delegate any portion of the work by subcontracting with subcontractors, but such delegation shall not relieve Contractor of full responsibility for the work.
5. Payment(s): Payments to be outlined in Appendix A. Upon substantial completion, the balance of the contract price shall be due in full. If for any reason, any such progress payment is not received in full within such time, Contractor shall have the right to cease work immediately, terminate this contract and initiate applicable legal proceedings to collect the amount due together with interest at eighteen percent (18%) per annum or the highest amount allowed by law. Checks returned for any reason will be charged a \$50 returned check charge.
6. Cancellation: Owner may cancel this contract at any time prior to midnight of the 3rd business day after the date of execution of this contract.
7. Contractor is not liable for loose light fixtures, wall decorations, etc. which could fall from normal vibrations that occur during the roofing process. Vibrations or removal of the old roof may also disturb the alignment of satellite dishes mounted on the roof. Realignment will be the responsibility of the Owner.
8. Contractor is not liable for damage to plaster or drywall due to normal vibrations during roof removal and installation.
9. Contractor will not be responsible for damage occurring from other conditions that cause damage to roof, including inadequate ventilation, structural flaws or defects, faulty architectural design, alteration to roof, third party damage, or any conditions beyond control.
10. Upon removal of the existing roof, it may be found that damaged, rutted, or spaced decking exists that was hidden by the existing roof. Removal of all unstable decking will be the decision of the roofing supervisor. Replacement of decking is an additional charge as listed in the proposal. All damaged and/or rotted decking must be replaced to meet manufactures' specifications, and for both labor and material warranties to be in effect.
11. Upon removal of existing roof and installation of new roof, dust and debris may settle into the attic space. Clean up of the attic space, if required, will be the responsibility of the Owner.
12. Upon removal of existing roof and installation of new roof, gaps may exist where roof meets siding. This occurs when material removed is thicker than the material installed.
13. Upon removal of existing roof it may be necessary to remove old tar and/or flashing between the roof and siding. Damage to siding in these areas may occur and will be the responsibility of the Owner.
14. Owner is responsible for removing/protecting gutters, furniture, screen enclosures, air conditioning units, pool systems, solar systems, decorative items, landscaping, vehicles, pets, household items, finished surfaces, etc.
15. Driveway cracking or damage could occur from trucks performing work if your driveway is in poor condition or if there is erosion under your driveway. Contractor will not be liable for damages occurring due to poor driveway conditions.
16. Common problems that arise with chimneys and fireplaces include the following: Poor condition of brick mortar, missing or damaged caps, and deteriorated siding. Upon inspection of roof, if these conditions occur, any damage from leaks associated with these problems will be the responsibility of the owner.
17. Common problems that arise with existing skylights and flashing include the following: Upon removal and installation of roof existing skylights are disturbed. If skylight is in poor condition this can disturb the seal of the skylight. It is Contractor's goal to re-install the skylight with no leak, but without replacing the skylight and flashings, leaks may occur. Any damage will be the responsibility of the Owner.
18. It is the responsibility of the owner to check the exhaust vents for all furnaces and water heaters after the roofing project is complete.
19. Warranties are non-transferable unless arrangements are made with Contractor within 30 days of closing. A fee will be charged based on the size of the the job and material used.
20. Supervision, Safety, and Insurance: Owner will not permit anyone to use or play on materials and/or equipment utilized in connection with the work. Contractor shall secure and maintain all liability and workmen's compensation insurance necessary for employees of Contractor.
21. Legal Disputes: Any legal disputes will be held in Yellowstone County, MT.
22. Entire Agreement: This Contract, including any estimates attached hereto, constitutes the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and understandings not specifically set forth herein in connection with the subject matter hereof. Owner represents and warrants that he/she has not in any way relied upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in this Contract or in any estimate attached hereto.

Appendix A - Payments:

Payment upon completion and satisfaction of owner.

Maria Mae

Accepted by:

Maria Mae
Customer

5/5/15
Date

Accepted by:

[Signature]
Sprague Construction Roofing, LLC

4/27/2015
Date

SPRAGUE CONSTRUCTION ROOFING, LLC
2120 Main St
Billings, MT 59105
info@spragueroofing.net
(406) 534-1222

Sprague Construction Roofing, LLC

To: Whom it may concern:

RE. References

The following is a list of home owner and business references. If you have any questions please feel free to contact us at 534-1222.

George & Linda Knutson	(406) 656-9596
Dennis & Shirley Bruski	(406) 245-4096
Don Stanaway	(406) 245-6443
Gib Glasson - Housing Authority of Billings	(406) 237-1902
Pamela Hoffman	(406) 698-3380
Dean Vandernick	(406) 248-8181
Daryl & Judy Jennings	(307) 655-9202
BP Property Management	(406) 238-0070
Hometown Property Management	(406) 294-2170
Popelka Enterprises/Bob	(406) 252-3383
Rock Creek Lumber	(406) 446-3388
ProBuild	(406) 252-9395
Pacific Supply/Kate	(406) 254-8876
Bailey Garage Doors	(406) 656-2905

Jack H Sprague, Jr.
Phil Cathey
Gary Cathey
Sprague Construction Roofing, LLC



See our reviews from other homeowners:

GoTo www.SpragueConstructionMT.com and
click on See our customer rating on the GAF Website.

Also
GoTo GAF.com and
type 59105 in “Find GAF Factory-Certified Roofing Contractors”

CITY OF BILLINGS
BUSINESS TAX RECEIPT
BILLINGS, MONTANA

SPRAGUE CONSTRUCTION ROOFING DIVISION
JACK/PHILL SPRAGUE/CATHEY
2120 MAIN ST

OL-15-30989 - GENERAL CONTRACTORS
August 11, 2014 - August 31, 2015
\$55.00

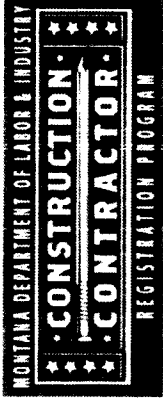
Business name
Owner Name
Location Address

Bus Nbr/Class
Issue Date
TAX#

SPRAGUE CONSTRUCTION ROOFING DIVISION
2120 MAIN ST
BILLINGS, MT 59105



Thomas H. Howard
Cathy A. Taylor



STATE OF MONTANA
DEPARTMENT OF LABOR & INDUSTRY

CONSTRUCTION CONTRACTOR REGISTRATION UNIT

CERTIFICATE OF CONTRACTOR REGISTRATION

REGISTRATION No. 162248

SPRAGUE CONSTRUCTION ROOFING LLC

2120 MAIN ST
BILLINGS, MT 59105

Effective Date: May 23, 2013
Expiration Date: May 22, 2015

No Employees - May Hire Exempt Workers Only

Additional information on back.

Please notify this agency of any changes within 30 days



**Red Lodge Business Registration Certificate
2014-2015**

Certificate Number: 17384 Certificate Amount: \$50.00
 Granted: 06/30/2014 Expiration Date: 06/30/2015

To Whom it May Concern,
 This certificate is granted to:

**PHILIP CATHEY
 SPRAGUE ROOFING
 2120 MAIN STREET
 BILLINGS MT 59105**

For the business or occupation of:

ROOFING

By the city of Red Lodge, in the County of Carbon, State of Montana, for the period of 2014-15 Having paid to the City Treasurer the **Certificate Fee of \$50.00** for the charges listed below in accordance with the provisions of the Acts of the City Council of the City of Red Lodge concerning business registrations.

• This certificate is valid for the period of 7/1/2014 - 6/30/2015

Paid Charges: **REGISTRATION CERTIFICATE** **50.00**
Total: **\$50.00**

City Clerk - Debbie Tomicich

This application is made subject to all the terms and conditions of the Ordinance No. 997 of the City of Red Lodge Montana, and hereby agreed to by the recipient.

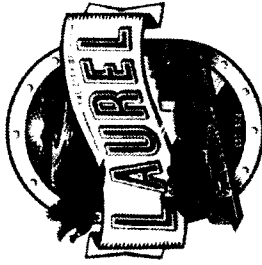
This institution is an equal opportunity provider.
 Montana Relay Service-TTY-TDD/ (866) 253-4090 (Voice)

**City of Laurel
 Business License**

Fiscal Year July 1, 2014 to June 30, 2015

HAVING PAID THE SUM SHOWN BELOW TO THE CITY OF LAUREL IN ACCORDANCE WITH THE CITY LICENSE ORDINANCE, YOU ARE HEREBY LICENSED TO PERFORM THE BUSINESS OR OCCUPATION LISTED HEREON:

License Number: 1292
 Fiscal Year: 2014-15



License granted to:

**SPRAGUE CONSTRUCTION, INC.
 2120 MAIN STREET
 BILLINGS MT 59105**

GENERAL BUSINESS LICENSE **75.00**

Fee Total: 75.00

Date Issued:

City Official's Signature



CITY OF CODY, WYOMING

Contractor License

Number: 744
CLASS C
ROOFING

KNOW ALL MEN BY THESE PRESENTS, that pursuant to and under the laws of the State of Wyoming and the Ordinances of the City of Cody, Wyoming the license is granted to conduct and operate within the corporate limits of the City of Cody, Wyoming, the business of **ROOFING** in accordance with the provisions and conditions of Ordinance Title 2, Chapter 3 and is good until the date stated below, unless previously renewed or substituted in accordance with the provisions of said Ordinance.

IN WITNESS WHEREOF the Council of the City of Cody has caused this certificate to be executed and sealed on this date of 12/03/2014

Issued To: **SPRAGUE CONSTRUCTION ROOFING LLC**
502 BLACKBURN STREET
CODY, WY 82414

CITY OF CODY, WYOMING
[Signature]
Authorized Signature

Valid Through: 12/31/2015



Montana's Town... Today!

City of Colstrip Business License

HAVING PAID THE SUM SHOWN BELOW TO THE CITY OF COLSTRIP IN ACCORDANCE WITH THE CITY LICENSE ORDINANCE, YOU ARE HEREBY LICENSED TO PERFORM THE BUSINESS OR OCCUPATION LISTED HEREON:

License Number: **1117**
License Year: **2014-15**
License Expires: **September 30, 2015**
License granted to:

SPRAGUE CONSTRUCTION ROOFING, LLC
JACK SPRAGUE AND PHILIP CATHEY
2120 MAIN STREET
BILLINGS MT 59105

Nature of Business: **CONSTRUCTION AND ROOFING**
Location of Business: **2120 MAIN STREET BILLINGS MT 59105**

Fee Total: **50.00**

[Signature]

City Official's Signature

Date Issued: **09/03/2014**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/8/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Swanson Insurance Group LLC 1018 Oak St Sugar Grove IL 60554	CONTACT NAME: Carl Swanson III, CIC PHONE (A/C, No, Ext): (406) 839-1509 E-MAIL ADDRESS: carl@swanson-insurance.com	FAX (A/C, No): (855) 690-6880
	INSURER(S) AFFORDING COVERAGE	
INSURED Sprague Construction Roofing, LLC 2120 Main St Billings MT 59105	INSURER A: United Specialty Insurance	
	INSURER B: Montana State Fund	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

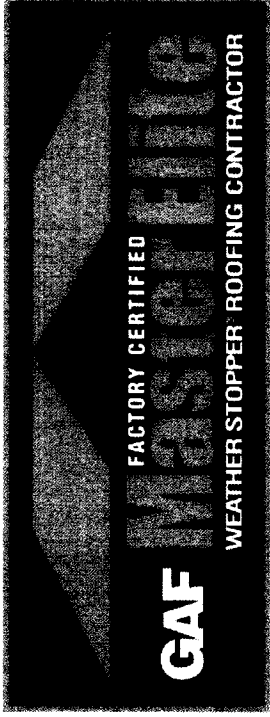
COVERAGES **CERTIFICATE NUMBER:** CL14580088 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			USA4049526	5/1/2014	5/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			USA4044739	5/1/2014	5/1/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	03 4163808	5/1/2014	5/1/2015	<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

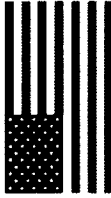
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER spragueroofing@bresnan.net Insured Copy	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE C Swanson III, CIC/CA
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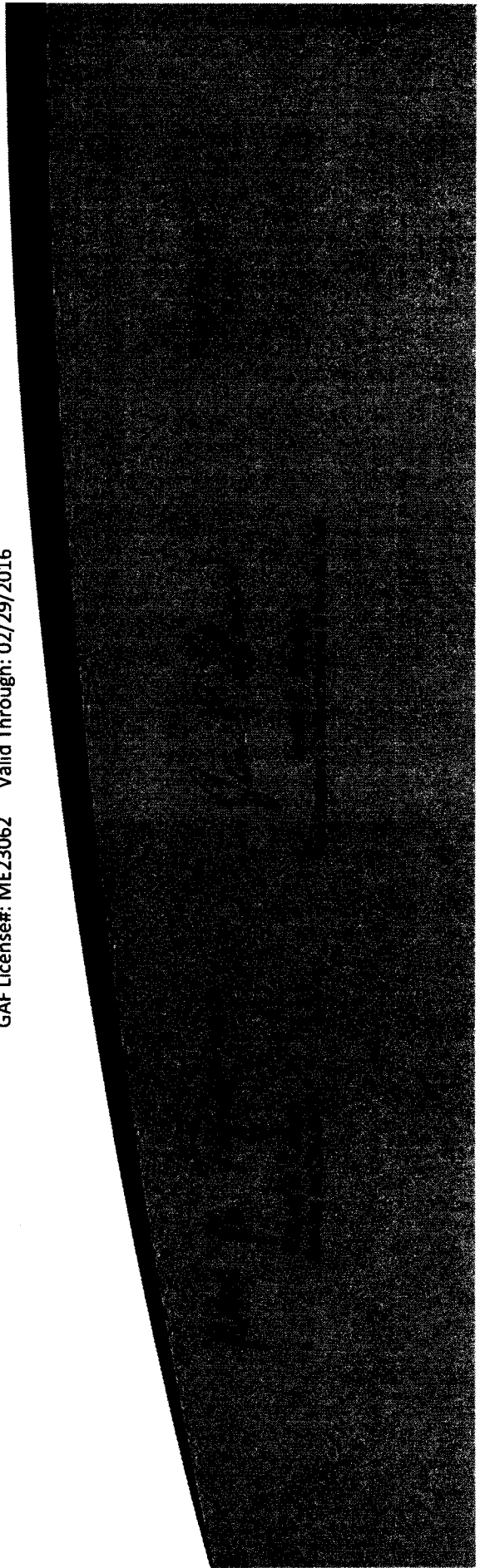
Sprague Construction Roofing LLC

has achieved the Exclusive status of
Master Elite™ Weather Stopper® Roofing Contractor for GAF,
North America's Largest Roofing Manufacturer.



Only 3 % of the roofing contractors in North America have achieved Master Elite™ status!
Based on their uncompromising commitment to the highest standards in sales, services and installation,
they have pledged to insure that each customer receives their "best and safest choice" in roofing.

GAF License#: ME23062 Valid Through: 02/29/2016





*Quality You Can Trust...From
North America's Largest Roofing
Manufacturer!™*

Jim Slauson
Vice President
Certified Program and Services
email: jslauson@gaf.com
www.gaf.com

For Immediate Release

Sprague Roofing Receives Consumer Protection Excellence Award

WAYNE, NJ (04/13) – GAF, North America’s largest roofing manufacturer, is pleased to announce that *Sprague Roofing* of *Billings, MT*, has received the prestigious GAF Master Elite™ *Consumer Protection Excellence Award*. This coveted industry award recognizes *Sprague Roofing’s* dedication to helping consumers better understand their roofing options and make educated roofing decisions.

Most consumers recognize that choosing a roofing contractor can be a confusing and sometimes risky decision. In fact, the Better Business Bureau lists roofing as one of the highest inquiry categories nationwide. As a factory-certified Master Elite™ Contractor, *Sprague Roofing* has been carefully pre-screened by GAF. In fact, only 3% of the roofing contractors in the country have earned GAF’s Master Elite™ status—a distinction that truly sets them apart from the rest, and ensures that *Sprague Roofing* is dedicated to helping every customer make their best and safest roofing decision. As a GAF Master Elite™ Contractor, they are also dedicated to continuous improvement and training through access to CARE (the Center for the Advancement of Roofing Excellence). CARE is a non-profit educational institute supported by GAF and dedicated to “changing an industry through excellence in education.”

**NEWS
RELEASE**