

AGENDA
Board of Trustees
Columbia Falls School District Six
Regular Board Meeting
Monday, January 13, 2025
6:00 p.m.
School District Six Board Room

- 1. Call to Order**
- 2. Pledge to the Flag**
- 3. Approval of Agenda**
- 4. Consent Agenda.**
 - a. Approval of December Bills
 - b. Approval of Investment Reports
- 5. Public Participation**
 - a. Student Body Representative
- 6. Reports**
 - a. Written
 - Elementary Principals – Pgs. 1-7
 - High School Principal – Pgs. 8-9
 - Curriculum Director – Pg. 10
 - Board Standing Committees –See website for reports
 - b. Verbal
 - MTSBA Update – Barb Riley
 - Clerk / Business Manager – Dustin Zuffelato – Pgs. 11-13
 - Superintendent – Cory Dziowgo
 - Board Chair – Jill Rocksund
- 7. Action/Discussion Items:**
 - a. Review of the Community Eligibility Provision (CEP) data.
 - b. Review of the Flathead County Schools 2025 Statistical Report.
 - c. Consideration of the recommended changes to Policy #2320 – Field Trips, Excursions and Outdoor Education. – Pg. 14
 - d. Consideration of the High School Roof Restoration Project HVAC Agreement with Diamond Plumbing.-Pgs. 15-36
 - e. Consideration of the High School Roof Restoration Project HVAC Agreement with Electro Controls. – Pgs. 37-54
 - f. Consideration of the facility use request for U of M to hold their Motorcycle Rider Safety Program – 2025 in the JH parking lot. – 55-56
- 8. Personnel**
 - a. The superintendent has accepted the following resignations:**

Brian Domphe	Mechanic – effective 12/20/24
Tanya DeShaw	Custodian – effective 1/6/25
Caitlin Bloom	Food Service – effective 1/7/25

b. Consideration of the following hiring recommendations:

Alisa McMunn	SpEd Para – Ruder Elementary
Ashley Thomas-Meager	SpEd Para – Junior High
David Brothwell	Custodian – Junior High
Amanda Bjornrud	Hot Lunch Helper/Floater
Emily Hackethorn	Activity Bus Driver – Non CDL
Troy Bowman	Activity Bus Driver – Non CDL
Teresa Hughes	PT Dispatcher
Dawn Bowtwell	PT Dispatcher
Raylee LaRocque	Bus Monitor
Ron LaTray	Assistant Wrestling Coach – High School
Nicholas Edlund	Assistant Football Coach – High School
Michelle Woodard	Assistant Softball Coach – High School
Connor Werdel	Social Studies Teacher – High School

c. Consideration of the attached substitute hires: - Pg. 57

d. Consideration of the out-of-state travel requests (see attached): - Pg. 58

9. Miscellaneous and Future Planning:

- Health Insurance Committee – January 22, 2025 – 4:00 PM
- Schedule Transportation Committee Meeting in January
- Schedule hearing date

10. Executive Session:

- a. Superintendent Evaluation**

11. Board Reconvenes:

- a. Approve Executive Session minutes**

12. Adjournment

**The next Regular Board Meeting will be held at 6:00 p.m.,
Monday, February 10, 2025, in the School District Six Board Room**

School Board Report for January 2025
 Glacier Gateway Elementary School

During December, Glacier Gateway students and staff suffered from Influenza and respiratory illness causing many students and staff to have absences. We hope to have a better January. We continue to work on sanitation practices, hand washing protocol for students, and healthy living strategies with families. Our goal is 95% of students/staff in attendance.

KF	68	1020	127.53	892.47	68.00	59.45	15.76	1.06	87.50%
01	78	1170	89.06	1080.94	78.00	72.04	23.64	1.57	92.39%
02	79	1185	98.40	1086.60	79.00	72.40	10.52	0.72	91.70%
03	85	1275	109.81	1165.19	85.00	77.59	20.76	1.42	91.39%
04	67	1001	83.72	917.28	66.73	61.11	17.88	1.19	91.64%
05	77	1155	95.45	1059.55	77.00	70.63	11.00	0.75	91.74%

We fell short in December of our 95% goal and will continue to work on reaching our goal.

Enrollment has held steady with 468 students at GG.

GL GTWY	Kdgtn	67
	1	78
	2	79
	3	86
	4	66
	5	78
	Total	468

Testing season is upon us starting with the Winter STAR testing window this month. MAST Window number 2 will open this month as well as the WIDA test will be completed with our ELL students this month. We will start our COGAT testing for all 2nd grade students in February.

PTO is sponsoring "I love to read" events starting with our book fair at the end of January. We are hosting Book Bingo, on Thursday, January 30th. We will participate in the Bikes for Books reading program during February. Students will earn tickets for reading to enter into a drawing for a new bike from the Masons of Columbia Falls. Ashley Johnson has done a great job organizing this opportunity. We will also start our reading logs for free Silverwood tickets during February.

We continue our monthly assemblies celebrating, attendance winners, and students that demonstrated WILDCAT PRIDE in our common areas like the bus, lunchroom, and playground. We will learn about what is "bullying" and how to report it from the "Toolbox and the Zones Regulator" our superheroes that visit Glacier Gateway helping students regulate to learn.

Family advocate and guidance counselor, Ellen Szalay, organized the Christmas support for our families. Families needing support received gifts, laundry detergent, home supplies, and meal items. Ellen helped organize gifts and needs for many families in the elementary schools.

Observations and evaluations for certified staff and classified staff are on track and we will conduct our mid-year reviews during this month.

Winter parent music performance for Kindergarten will be on January 24th at 10:30. Kindergarten students are so overwhelmed right before winter break we decided to have a Winter performance in January.

Ruder Elementary School Board Report
January 2025

It has been a joy to see our school community come together to make this a memorable and productive season.

- **Holiday Programs:** Our holiday programs were a tremendous success!
 - Alyssa Morales, our music teacher, organized a delightful series of Christmas carols performed by fourth and fifth graders, which brought together families and the entire school for a festive celebration.
 - Kindergarten and first-grade students, joined by fifth graders, put on a heartwarming performance.
 - Second and third grades, accompanied by fourth graders, treated us to a light show, ukulele performance, and wonderful singing.
 - Each performance reached maximum capacity, with families enthusiastically supporting our students.



- **Family Advocate/Counselor Support:** Our Family Advocate and part-time counselor did an outstanding job supporting our students and families during the holiday season by:
 - Coordinating participation in the Shop with a Cop program in partnership with the Columbia Falls Police Department.
 - Arranging for large bags of food/groceries to be sent home with several students.
 - Organizing holiday gifts for families in need, spreading holiday cheer and support.

- **Winter Testing:**
 - The Winter STAR benchmark testing window has opened, and the window for our next round of MAST testing just opened.
 - At the end of the month, our Reading Intervention Specialist and Title I Math teacher will use STAR testing and progress monitoring data when meeting with each grade level to adjust intervention groups, ensuring students receive the support they need.
- **Observations and Evaluations:** Observations and evaluations for certified and classified staff are progressing on track.
- **Upcoming Programs and Events:**
 - The Bikes for Books reading program, sponsored by the Masons of Columbia Falls and organized by Autumn Mansfield, our incredible Reading Intervention Specialist, is coming up soon.
 - WIDA testing for our ESL students is underway.
 - Students are preparing for the upcoming science fair, which promises to be a showcase of their curiosity and creativity.

We are excited for all that is happening and continue to be inspired by the dedication of our staff and the enthusiasm of our students.



**CFJH January Board Report
Monday, January 13th**

Staff Activities & Academics

- Our Wildcat Building Team met to discuss staff concerns and ideas. The main discussion revolved around students with multiple failing grades and how to support them. The team discussed what consequences of failing are, options during the school day to catch students up, incentives that we could offer students, and how we can get parents involved more. It was a great discussion and will lead to ideas to implement to support students and help them be successful.
- The MTSS Building Team reviewed staff surveys of our MTSS system. Many teachers mentioned the implementation of the new behavior flow chart and needing a little more assistance and review of using the chart. There will be a review and discussion each month at staff meetings. We also discussed the need for more re-teaching of school wide expectations, which is in the works to take place during our "Wildcat Wednesdays" once a month. In addition, classroom behavior strategies were discussed and we will provide staff with additional strategies and options to implement.
- The Scheduling Committee met for the first time to discuss needs and wants for next year's schedule. We are looking at providing the best schedule that meets the needs of our students. The committee discussed how to best provide all three tiers of support, especially in math and ELA. We also discussed how many class periods we want during the day and team planning periods. It was a great start to developing next year's schedule.

Student Activities & Academics

- We had an excellent Winter Band & Choir Concerts! There are a lot of great musicians at the junior high! The bands and choirs were fun to listen to and performed very well. Great job Mr. Caudill, Mrs. Branstetter, and students!





*check our Facebook page for more photos.

- The CFJH Band Fundraiser that took place at The Rendezvous raised about \$3,800! The fundraiser took place right as Winter Break started. Our Jazz Band was involved along with alumni and a live band. Thank you Mr. Caudill for organizing a successful event to provide much needed assistance to the band program.
- We held our Annual Winter assembly the last day before break. The whole school also had a pajama day that students loved! Our Jazz Band and choirs performed for the student body. They sounded great! The staff put on a performance as well. The skit was "CFJH Has Talent." It was a lot of fun, students enjoyed seeing teachers in a different way at school, and our school community came together once again.



Facilities

- Our bell system has received a much needed upgrade before break. We went without bells for almost two weeks and that was problematic. The new system was going to be replaced during break but issues occurred that sped up the process. The new system is web based and much easier to adjust and manipulate. We are still working through small problems but it is much better than the outdated bell system we had before.
- We also have updated security cameras on the outside of our building. The cameras were original with the building and were not producing the best images. This was a need and we are glad to have them to provide the level of security we strive for.

December Attendance Rates

6th Gr. - 89.07%
7th Gr. - 86.92%
8th Gr. - 85.32%
Overall - 87.09%

December Student Enrollment

6th - 173
7th - 186
8th - 177
Total - 536



CFHS Board Report: January 13, 2025

Columbia Falls High School
610 13th St W
Columbia Falls, MT 59912

Principal - Josh Gibbs
Asst. Principal - John Thompson
Athletic Director - Troy Bowman

(406)892-6500 Office (406)892-6583 Fax

Submitted by Josh Gibbs, CFHS Principal

Strategic Goal #1: Challenging, Diverse, and Supportive Learning Environment

BLEED BLUE TICKET UPDATE – Staff members are tasked with finding a student that exemplifies Character, Focus, Honor, and Strength (CFHS). Staff members fill out a Bleed Blue Ticket and give them to a student. The student then turns it into the office. Every other week a drawing is conducted for a gift card to a local business. The student is celebrated, as well as the staff member that wrote the Bleed Blue Ticket. All Bleed Blue tickets are then mailed home to families. Our goal this year was to find 1,500 students who have illustrated C.F.H.S. Currently, half way through the year, we have written 143 tickets. We believe finding positive behavior is positively affecting the number of behavior referrals in our school. Comparing referrals for the years 2022/3 (222 events), 2023/4 (147 events), and 2024/25 (142 events) up to January 8, We have seen a decrease in events the last three years. We do believe that both our bleed blue participation and behavior data has been impacted by all that has gone on this year. We will analyze data from January through June to compare the impact of being at different campuses at the beginning of the year.

BAND IS ROCKING – Night of Lights, the Winter Concerts and Jazz Cafe at the Cedar Creek Lodge were all great successes for the band program.

Strategic Goal #2: High Performing Workplace

Open and Unfilled Positions at the High School - We have a few openings: two paraprofessionals for the special education program, one teaching position (hopefully filled at this meeting, and we are only short one person in the maintenance/custodian department at the time of this report.

Other Accomplishments:

PROFESSIONAL DEVELOPMENT – The district MTSS Committee met and discussed transitions between the schools in our district. We were able to get administration, math teachers, english teachers and counselors from each school to discuss what this looks like. We then discussed plans on how we can improve the process and communication between the buildings in the district. The high school staff is excited to open up these communications to help our students.

Strategic Goal #3: Organizational Effectiveness

The third goal under Organizational Effectiveness on the strategic plan states, “Goal 3: Establish and foster a positive collaborative culture in all district departments.” We are currently working on developing strategic goals at the high school that support our district improvement plan. This project stems from the board wanting to keep the district plan in place but have each school develop strategic goals to support the district improvement plan. The discussion and work that has come from this has been exciting. We plan to have these plans done in early February.

Strategic Goal #4: Family & Community Engagement

HOLIDAY MUSIC – Both the choir and band departments conducted several different performances, not only in our school but out in the community as well. The choir went to the



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Veterans home as well as many other businesses and schools. The band went to neighboring school districts, and had a night of jazz at the Cedar Creek Lodge. Bringing people into the school and getting out into the community is a great way we show appreciation of our students' talents and the great community.

Strategic Goal #5: District Facilities Support & Enhance Learning

HIGH SCHOOL ROOF UPDATE – We are all back under one roof here at the high school. While the start to the year was challenging, our staff and students demonstrated incredible resilience throughout the process. Everyone has returned to their regular classrooms and educational spaces. Although there are still ongoing projects and punch list items, we are united once again.

I want to extend my sincere thanks to everyone for their support during this time. The entire district played a crucial role in making a plan to ensure our students remained in the classroom. A huge shoutout goes to the bus department and drivers for providing shuttle service, the maintenance department for assisting with various tasks and projects, the technology department for resolving tech issues, the janitorial staff for preparing the school, the district office for all their behind-the-scenes work, and to the Glacier Gateway staff for their warm welcome.

It's truly amazing to see how well the district adapted to these circumstances. Lastly, I want to thank our staff and students for staying positive and keeping learning at the forefront of our focus!

Curriculum Director Report January 2025

Measures of Achievement and Student Growth Testing (MAST) Parent Portal

The second testing window for MAST testing opens on January 13th. Information related to performance in math and ELA from the first testing window is available for students in grades 3-8. Parents can access their child's results electronically through a Parent Portal.

Curriculum Repository

A select group of K-12 teachers and staff continues working to create a rich, dynamic repository to host the district's instructional guidance. This guidance includes various documents such as:

- **Year at a Glance**
- **Unit Plans**
- **Planning Guides**
- **Resources**

We are focused on creating a repository that is usable, dynamic, and forward-facing for the public. Our current priority is developing a uniform template for the "Year at a Glance."

Calendar Committee

The Calendar Committee will begin its work this month. Members of the Board and staff have been selected to serve on the committee, and meeting dates have been established. Our goal is to present a proposed calendar at the March 10th Board meeting for adoption consideration.

Technology Committee

The Technology Committee met this month. We were pleased to welcome our new Technology Director, Aaron Wiersma, to the team. The meeting included a review of our committee goals to support his transition into the district. Additionally, we discussed the Technology Integrationist's role in the upcoming technology-focused early release PIR on January 15th.

TO: Board of Trustees
FROM: Dustin Zuffelato, Business Manager/Clerk
DATE: January 7, 2025
RE: **Business Office Report for the January 13, 2025 Regular Meeting**

Annual Election

May 6, 2025

Filing for Trustee candidacy opened December 12, 2024. The deadline to file is **March 27, 2025**. Trustees **Heupel, Cheff** and **Mumby** have expiring terms in 2025.

With regards to operational levies, we will work on providing budget projections based on current law and current enrollment. With the 97 less students in the Elem District reported in October, these FY26 budget projection figures are projected to be dismal. With that said, it is a legislative year and as we monitor progress and fiscal impact over the next few months, it will be important to maintain flexibility and effective communication with all stakeholders. It will be beneficial to maintain flexibility to conduct an operational levy by passing resolutions calling for an election, etc. to meet all the deadlines as denoted below. It will be necessary to monitor bills and communicate impact to the staff/unions/community to ensure we are all on the same page as we devise local solutions to these newly established laws and budget authority thresholds.

Election Timeline:

February Regular Meeting – Resolution calling for the election and consideration of the Mail Ballot Plan- February 25th deadline

March 10 – Close of Voter Registration – get list of voters to the envelope printery. Print after the Trustee Candidate filing deadline (3/27)

March 27 – Trustee Candidate Filing Deadline

April 4 – Certify Ballot

April 16-21 – The ballots will be sent to every registered voter

May 6 – Election Day

I have a meeting with the County Election Office scheduled for January 16th. The District will obtain the updated contacts for everyone currently working in the department. We intend to discuss coordinating communications and notices including resolutions and required notifications. We will devise ways to efficiently track ballots mailed to the County Election Dept including signature verification.

High School Roof/HVAC Building Reserve Project

Update regarding the project. The District met with Swank on December 11th to discuss the punch list and remaining items to be completed in an effort to close-out the project including all billing.

Flooring

The following areas will require tile replacement:

- 1st Floor Hallway – working to get this covered by the insurance claim as damage related to the flood. Expected cost \$35k. Expected replacement period is Summer 2025.
- 2nd Floor Hallway – Swank agreed to replace as damage from roof demo work. Expected cost \$35k. Expected replacement period is Summer 2025.
- Stair Tiles – Swank to repair over Christmas Break
- Room 202 – non asbestos containing tiles. \$5,312
- Room 115 and 117 – Asbestos containing tiles. Need to get abatement estimate.
- Room 114b – non asbestos containing tiles.

HVAC

- Room 159 – leak. Swank/Heartland to fix
- RTU Seal – Swank to heighten flt – 1 1 – 1 affix and seal to roof membrane. Spring/Summer

Other Miscellaneous

- Cafeteria Window-broken – Swank to repair/replace including tint
- South parking lot/driveway – Swank to repair asphalt in the Spring/Summer
- 5 Roof Drains – add partial insulation

Univents/Controls

The District ordered 29 univents to replace/upgrade the damaged units. These were ordered October 3rd from Vemco. The units were delivered December 16th. The cost of these units was \$140,861. Separately, the District procured upgraded electronic controls for these units. The cost of the material for these controls was \$84,456 and they were ordered December 4th. Insurance has agreed to pay approximately \$179k towards these units. The District is working with contractors to get the units and the controls installed. The estimated cost of the install of the units is \$130k and the controls is \$65k. We are working with contractors to pin down schedules/timelines as well as scope of work. The District is working to execute formal contracts based on the value and detailed scope/completion dates. Total Cost \$418k and the insurance so far has agreed to pay \$179k. The District will work to see if additional costs will be covered, but if they are considered to be upgrades, the District will utilize the School Major Maintenance Account to fund this project.

Allied Restoration - District received a bill for work completed in July-August. \$95k. The District responded indicating this work was contracted by Swank and the District was NOT aware of this work. Furthermore, the work precedes the date of the loss on our insurance claim (Aug 4th) and thus could not be included under this claim.

Budget

Contingency – Billing. The District obtained \$75,179 of unspent contingency funds from the HVAC Project.

Voted Levy Budget -FY25 \$1,375,000 – spent on Swank Roof Project pay apps 3 and 4 and HVAC pay app 12

Voted Levy Budget – FY26 \$1,375,000 – Intercap loan repayment. Have drawn \$1,172,931 from Intercap loan. Remaining to be billed for HVAC and Roof project is \$189,358. Should be within \$12k of spending all of this budget authority.

Building Reserve Fund Budget : \$407,506 in FY25. Will fund the intercap loan interest due in February 2025-expected amount is \$25k. Will fund the uninvent heating and controls projected identified above-anticipated cost not covered by PC Insurance is \$239k.

Flathead County Schools – Statistical Report

Enrollment

Columbia Falls experienced the largest decrease (98) students within the Elementary Districts. Total Elem Districts for the County are down 117 students.

All of the High Schools were down with a total of 136 less students for the County. It is my understanding that enrollment throughout the state is down. This should be considered by the legislature as they determine the cost of funding in any proposed bills.

Cfalls Elem is losing 182 students to other districts (57 - Deer Park and 40 - West Glacier and 46 – Whitefish). Cfalls Elem is gaining 105 from other Districts (22- Whitefish and 31 from Deer Park) Net loss is 77 students.

Cfalls HS is losing 44 students to other Districts (Flathead 23 and Whitefish 20) and gaining 61 (Flathead 56 and Whitefish 5). Net gain of 17 students.

Funding

% of general fund funded by District (Local) levy. This is the 80% to 100% piece of the budget. The High School Districts vary significantly. Flathead is 22% (can't pass a levy) and Whitefish is 52% - probably operating at 100% as th - 1 2 - ost (all) levies.

General Fund State funding increased 15% over the past 5 years (3% per year). Cfalls continues to have one of the largest Elem District Technology Budgets yet the smallest High School Tech Budget as a result of our Elem District only Tech Levy approved in 2019. Cfalls has one of the highest Elem District Debt Service budgets yet the smallest High School District debt service budgets as a result of the \$40 million projects for Ruder and GG Elem and not having a building bond project at our high school within the past 30 plus years.

Tax Impacts

Total Mills levied by County Schools continues to decrease subsequent to the tax value revaluation in 2022/23. This illustrates that schools do not benefit from the increased values. High School mills did increase (primarily in Cfalls) as a result of the Building Reserve Roof voted levy.

Facility Use – Motorcycle Rider Safety Training Program

The University of Montana has conducted a motorcycle rider safety training program utilizing our Junior High School for the past two years. The proposed agreement to renew this arrangement in which the District is compensated \$300 per session for classroom use and parking lot use. The indoor use is limited to restrooms and infrequent use of classroom space. These sessions are scheduled for May-August 2025. The District received proceeds of \$4,200 last year.

Monthly Insurance Claim Summary

Paid Claims December 2024

Medical Plan Paid Claims	\$ 152,222
Aggregating specific deductible	\$ 0
Specific Stop Loss Liability	\$ 0

Monthly medical expected claims based on an enrollment of 222 Plan participants (68 singles/154 families):	\$ 224,442
Plan claim liability as a percentage of expected claims:	67.82 %

Paid Claim summary plan year-to-date (July 2024 through DECEMBER 2024):

	<u>Actual</u>	<u>Expected</u>	<u>Percentage</u>
Medical Plan Paid Claims	\$ 1,339,753	\$ 1,328,333	100.86 %
Aggregating Specific Deductible (met to date)	\$ 0		
Specific Stop Loss liability	\$ 0		
Total Claims	\$ 1,339,753		

Columbia Falls School District

INSTRUCTION

2320

Field Trips, Excursions and Outdoor Education

The Board recognizes that field trips when used as a device for teaching and learning integral to the curriculum are an educationally sound and important ingredient in the instructional program of the schools. Such trips can supplement and enrich classroom procedures by providing learning experiences in an environment beyond the classroom.

Field trips which take students out of the state, or out of the country, must be approved in advance by the Board. Building principals have the authority to approve all other field trips.

The District shall develop procedures for the operation of a safe and productive field trip. Each field trip must be integrated with the curriculum and coordinated with classroom activities which enhance its usefulness.

No staff member may solicit students during instructional time for any privately arranged field trip or excursion without Board permission.

The presence of a person with a currently valid American Red Cross standard first aid card or current certification from an equivalent first aid course is required during school-sponsored activities, including field trips, athletic and other off-campus events.

Cross Reference: 8121 District Owned Vehicles
Administrative Procedures Manual

Legal Reference: 37.111.825, ARM Health Supervision and Maintenance

Policy History:
Adopted on:7-24-17
Revised on:

Diamond Plumbing HVAC Project Agreement



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the thirteenth day of January in the year two thousand and twenty five
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
Columbia Falls School District 6
501 6th Avenue West
Columbia Falls, MT 59912
(406) 892-6550 Phone
(406) 892-6552 Fax

and the Contractor:
(Name, legal status, address and other information)
Diamond Plumbing and Heating
PO Box 5348
Kalispell, MT 59903
(406) 257-5145 Phone

for the following Project:
(Name, location and detailed description)
Columbia Falls High School Unit Ventilator Replacement
Columbia Falls, MT 59912

The Architect:
(Name, legal status, address and other information)
Jackola Engineering & Architecture, PC
2250 Hwy 93 South PO Box 1134
Kalispell, MT 59901

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101@-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, including any exhibits, Conditions of the Contract (General, Supplementary, and other Conditions) and any amendments thereto, Drawings, Specifications, Addenda issued prior to execution of this Agreement, Bid/Proposal documents, other documents listed in this Agreement, Contractor's proof of payment and performance bonds, proof of insurance, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

§ 1.2 The Contract Documents represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations, or agreements, either written or oral. The Contract Documents may be amended only by written Modification approved by the Owner's Board of Trustees and signed by Owner's authorized representative and Contractor.

§ 1.3 The Contractor is an independent contractor of the Owner. The Contractor shall furnish his reasonable skill and judgment and cooperate with the Architect in furthering the best interests of the Owner to perform the Work defined in the Contract Documents, in accordance with the Owner's requirements and construction costs limitations, as approved by the Board and set forth in the Contract Documents. All Work shall be performed in conformity with the Contract Documents and must meet applicable national, state and local codes.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The District procured the equipment (uninvents) as denoted herein from Vemco on October 3, 2024. The units were delivered to the District on December 16, 2024. The Contractor assumes the purchase order with Vemco including payment and manufacturer warranty of the Dakin equipment.

Purchase Order Amount \$ 140,861

Dakin Unit Ventilator(s)

QTY 3 size 750 floor mounted. QTY 15 size 1000 floor mounted. QTY 10 size 1250 floor mounted. Qty 1 size

The Contractor is responsible to demolish and remove the existing uninvents.

Init.

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User Notes:

112050207201

The Contractor is responsible to connect existing steam and condensate pipe risers to new units with all new fittings. The Contractor will match the existing pipe accessory configurations. No shut off valves or strainers are included. The Contractor will provide (29) new Mepeco 2ESS-AP radiator steam traps to match the existing traps. The Contractor is responsible to move the univents from the current stored location in the Bus Barn including lifting into the classrooms, moving them throughout the building to their assigned classroom, and unpacking the units. The Contractor will turn off isolated steam supply at the start of each work shift and turn on at the end of each shift in an effort to maintain adequate heat to the classroom. The Contractor will cut outside air passage on back-side of unit and adopt to existing louvers including sealing outside air plenum to unit with high density foam tape. The project scope excludes the following:

- Abatement of hazardous material
- carpentry, paint, trim
- Ceiling tile and grid replacements
- Cold condensate piping
- Controls and control valves
- Electrical
- Shutoff valves
- Temporary Heat

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

- Not later than () calendar days from the date of commencement of the Work.
- By the following date: March 14, 2025

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 It is specifically understood and agreed by the and between the Owner and the Contractor that time is of the essence in the Substantial Completion and Final Completion of the Project, and the Owner shall sustain actual damages of the result of the Contractor's failure, neglect, or refusal to achieve said deadlines. If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3; liquidated damages shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be \$ 275,873.00 (two hundred seventy-five thousand eight hundred and three dollars), subject to additions and deductions as provided in the Contract Documents.

§ 4.1.1 Except as permitted herein, the Owner shall in no event be obligated to the Contractor for more than the amount set forth in Sections 4.1 and 4.2, if selected by the Owner.

§ 4.1.2 Should the Contractor complete the Project for less than the Contract Sum, the remaining funds shall be credited to the Owner as a deduction from the Contract Sum.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
1.	
2.	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
------	-------

§ 4.4 Unit prices, if any: *(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any: *(Insert terms and conditions for liquidated damages, if any.)*

The Contractor shall be liable for and shall pay to the Owner a sum of **one thousand dollars (\$1,000.00)** as liquidated damages for each calendar day of delay in which the work is not complete on the first day following the date of Substantial Completion. The Owner may deduct from the amounts owing to the Contractor, or, if sufficient funds are not available, then the Contractor shall pay the Owner the amounts specified per say for each and every calendar day the delay continues after the deadline for completion of the work to be performed. Such damages shall be in addition to, and not in lieu of, any other right or remedies the Owner may have against the Contractor for failure to timely achieve completion; provided, that, in the event the Owner exercises any other right or remedy against the Contractor for actual damages, the amount of any actual damages to which the Owner is entitled shall be reduced by the amount of any liquidated damages assessed. The Contractor is not liable for liquidated damages due to unforeseeable cause beyond the control and without the fault or negligence of the Contractor, such as acts of God or of the public enemy, fires, floods, epidemics/pandemics, quarantine restrictions, freight embargoes, and unusually severe weather, or delays caused by an act or neglect of the Owner or of an employee of the Owner; or by changes ordered by the Owner in the work.

Init.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifteenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, including any amendments thereto, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 The Contractor's application for payment shall constitute a representation to the Owner, based on the Contractor's determination at the site that, to the best of the Contractor's knowledge, information, and belief, the Work

has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Contractor in writing.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%), which shall be inclusive of any withholding required by 18-2-404, MCA.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.7.4 The retainage shall be released when all Work has been accepted by the Owner and, if required, the federal, state, and/or local authority having jurisdiction.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.10 The Contractor agrees to and acknowledges the withholding and submission of the 1% Gross Receipts Tax as may be required under § 15-50-206, MCA. The Contractor acknowledges the Owner's duty to retain 1% Gross Receipts Tax from payments to the Contractor. The Contractor agrees to withhold the 1% license fee from payments to subcontractors as may be required and inform the Department of Revenue on prescribed Department of Revenue forms of the amount of the 1% license fee in Contractor's account to be allocated and transferred to the subcontractor pursuant to MCA §15-50-206. The Contractor shall not add 1% to the invoices submitted to the Owner.

§ 5.1.11 In addition to the requirements set forth in Article 5 of this Agreement, each Application for Payment shall also include a list, with backup data, of how each payment shall be spent, including a list detailing which subcontractors and suppliers will be paid out of funds paid by the Owner and the amount of such payments to subcontractors and suppliers, and in the next payment cycle, proof of each payment to Contractor's subcontractors and suppliers after payment.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and

init.

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.2.3 If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, then any Final Payment to Contractor shall be subject to deduction for such amounts as the Architect shall determine as the cost for completing incomplete Work and the value of unsettled claims.

§ 5.2.4 The amount of the final payment shall be subtracted by amounts Owner disputes, refuses or withholds payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Ten percent (10%) per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Zero dollars (\$0)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

Init.

(Name, address, email address, and other information)

Cory Dziowgo
Superintendent
Columbia Falls School District
501 6th Avenue West
Columbia Falls, MT 59912

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Brian Higgins
Project Manager
PO Box 5348
Kalispell, MT 59903

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents. The Contractor shall furnish Owner, in a form satisfactory to the Owner, a full and duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to the Owner, in the full amount of the contract sum pursuant to § 18-2-201, MCA.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

§ 8.7.1 The Contractor 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 represents and warrants the following to the Owner, as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

1. That it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the work and perform its obligation hereunder;
2. That it is familiar with the Plans and is able to furnish the tools, materials, supplies, equipment, qualified labor, and competent supervision required to timely complete the work and perform its obligations hereunder;
3. That it is authorized to do business in the State of Montana and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the work, or the site of the work to be performed;
4. That it will perform all work in conformance with applicable plans, specifications and building codes;
5. That it will perform the work to the satisfaction of the Owner; and

Init.

6. That it shall execute all work in a diligent, efficient, lawful, competent, skillful, and most workmanlike manner commensurate with the applicable standards of the profession, and to devote such time as is necessary to perform the services required under this Agreement.

§ 8.7.2 All work, labor, services to be provided by the Contractor must comply with all other applicable federal, state, local laws, rules, regulations, statutes, ordinances and directives now in force or hereafter in effect. The Contractor shall also comply with all applicable safety laws, rules, regulations, statutes, ordinances and directives. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, marital status, creed, or national origin. The Contractor agrees to indemnify and hold harmless the Owner from and against any and all claims, loss or expense cause directly or indirectly by its failure to fully comply herewith.

§ 8.7.3 The Contractor understands and agrees that the contract work shall be completed in strict compliance with the Contract Documents and that a deviation from those Documents constitutes default. It is expressly understood and agreed that no substitutions, rules, customs or usages, shortcuts or other alternate methods shall in any way be implied or inferred into this contract. It is further understood that it is the Contractor's responsibility to obtain and adhere to the Contract Documents.

§ 8.7.4 The Contractor shall not allow any liens to be filed against the Owner relating to the work to be performed under this Agreement. The Contractor shall indemnify and hold the Owner harmless from all liens, or claims of rights to enforce liens, against the Owner arising out of any work to be performed under this Agreement. Neither final payment by the Owner or acceptance of work performed shall refund to the Owner all monies the Owner may be compelled to pay in discharging the lien including all costs and its reasonable attorney fees.

§ 8.7.5 In the event either party files suit to enforce their rights under this Agreement the prevailing party shall be entitled to recover its costs and attorney's fees from the other party, in addition to any other damages awarded by the court. It is understood and agreed that any suit filed to interpret or enforce any of the provisions of this Agreement shall be filed in the Eleventh Judicial District Court of the State of Montana.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- 1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- 2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- 3 AIA Document A201™-2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

5 Drawings

Number	Title	Date
M1.12	MAIN LEVEL HVAC PLAN EAST AND SOUTH EAST	10-21-2024
M1.21	UPPER LEVEL HVAC PLAN EAST AND SOUTH EAST	10-21-2024

6 Specifications
Section

Title Date Pages

7 Addenda, if any:
Number

Date Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 07:46:22 MT on 01/02/2025.

PAGE 1

AGREEMENT made as of the thirteenth day of January in the year two thousand and twenty five

...

Columbia Falls School District 6
501 6th Avenue West
Columbia Falls, MT 59912
(406) 892-6550 Phone
(406) 892-6552 Fax

...

Diamond Plumbing and Heating
PO Box 5348
Kalispell, MT 59903
(406) 257-5145 Phone

...

Columbia Falls High School Unit Ventilator Replacement
Columbia Falls, MT 59912

...

Jackola Engineering & Architecture, PC
2250 Hwy 93 South PO Box 1134
Kalispell, MT 59901

PAGE 2

The Contract Documents consist of this Agreement, including any exhibits, Conditions of the Contract (General, Supplementary, and other ~~Conditions~~), ~~Conditions~~ and any amendments thereto, Drawings, Specifications, Addenda issued prior to execution of this Agreement, Bid/Proposal documents, other documents listed in this Agreement, Contractor's proof of payment and performance bonds, proof of insurance, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

§ 1.2 The Contract Documents represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations, or agreements, either written or oral. The Contract Documents may be amended only by written Modification approved by the Owner's Board of Trustees and signed by Owner's authorized representative and Contractor.

§ 1.3 The Contractor is an independent contractor of the Owner. The Contractor shall furnish his reasonable skill and judgment and cooperate with the Architect in furthering the best interests of the Owner to perform the Work defined in the Contract Documents, in accordance with the Owner's requirements and construction costs limitations, as approved by the Board and set forth in the Contract Documents. All Work shall be performed in conformity with the Contract Documents and must meet applicable national, state and local codes.

...

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The District procured the equipment (univents) as denoted herein from Vemco on October 3, 2024. The units were delivered to the District on December 16, 2024. The Contractor assumes the purchase order with Vemco including payment and manufacturer warranty of the Dakin equipment.

Purchase Order Amount \$ 140,861

Dakin Unit Ventilator(s)

QTY 3 size 750 floor mounted. QTY 15 size 1000 floor mounted. QTY 10 size 1250 floor mounted. Qty 1 size

The Contractor is responsible to demolish and remove the existing univents.
The Contractor is responsible to connect existing steam and condensate pipe risers to new units with all new fittings.
The Contractor will match the existing pipe accessory configurations. No shut off valves or strainers are included.
The Contractor will provide (29) new Mepeco 2ESS-AP radiator steam traps to match the existing traps.
The Contractor is responsible to move the univents from the current stored location in the Bus Barn including lifting into the classrooms, moving them throughout the building to their assigned classroom, and unpacking the units.
The Contractor will turn off isolated steam supply at the start of each work shift and turn on at the end of each shift in an effort to maintain adequate heat to the classroom.
The Contractor will cut outside air passage on back-side of unit and adopt to existing louvers including sealing outside air plenum to unit with high density foam tape.

The project scope excludes the following:

-Abatement of hazardous material

-carpentry, paint, trim

-Ceiling tile and grid replacements

-Cold condensate piping

-Controls and control valves

-Electrical

-Shutoff valves

-Temporary Heat

PAGE 3

The date of this Agreement.

...

By the following date: March 14, 2025

...

§ 3.3.3 If it is specifically understood and agreed by the and between the Owner and the Contractor that time is of the essence in the Substantial Completion and Final Completion of the Project, and the Owner shall sustain actual damages of the result of the Contractor's failure, neglect, or refusal to achieve said deadlines. If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, 3.3; liquidated damages shall be assessed as set forth in Section 4.5.

PAGE 4

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (~~\$~~), \$ 275,873.00 (two hundred seventy-five thousand eight hundred and three dollars), subject to additions and deductions as provided in the Contract Documents.

§ 4.1.1 Except as permitted herein, the Owner shall in no event be obligated to the Contractor for more than the amount set forth in Sections 4.1 and 4.2, if selected by the Owner.

§ 4.1.2 Should the Contractor complete the Project for less than the Contract Sum, the remaining funds shall be credited to the Owner as a deduction from the Contract Sum.

1.

2.

The Contractor shall be liable for and shall pay to the Owner a sum of **one thousand dollars (\$1,000.00)** as liquidated damages for each calendar day of delay in which the work is not complete on the first day following the date of Substantial Completion. The Owner may deduct from the amounts owing to the Contractor, or, if sufficient funds are not available, then the Contractor shall pay the Owner the amounts specified per say for each and every calendar day the delay continues after the deadline for completion of the work to be performed. Such damages shall be in addition to, and not in lieu of, any other right or remedies the Owner may have against the Contractor for failure to timely achieve completion; provided, that, in the event the Owner exercises any other right or remedy against the Contractor for actual damages, the amount of any actual damages to which the Owner is entitled shall be reduced by the amount of any liquidated damages assessed. The Contractor is not liable for liquidated damages due to unforeseeable cause beyond the control and without the fault or negligence of the Contractor, such as acts of God or of the public enemy, fires, floods, epidemics/pandemics, quarantine restrictions, freight embargoes, and unusually severe weather, or delays caused by an act or neglect of the Owner or of an employee of the Owner; or by changes ordered by the Owner in the work.

PAGE 5

(Insert provisions for bonus or other incentives, if any, any that might result in a change to the Contract Sum.)

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifteenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, including any amendments thereto, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.3 The Contractor's application for payment shall constitute a representation to the Owner, based on the Contractor's determination at the site that, to the best of the Contractor's knowledge, information, and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents

upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Contractor in writing.

PAGE 6

Five percent (5%), which shall be inclusive of any withholding required by 18-2-404, MCA.

...

N/A

...

N/A

...

N/A

§ 5.1.7.4 The retainage shall be released when all Work has been accepted by the Owner and, if required, the federal, state, and/or local authority having jurisdiction.

...

§ 5.1.10 The Contractor agrees to and acknowledges the withholding and submission of the 1% Gross Receipts Tax as may be required under § 15-50-206, MCA. The Contractor acknowledges the Owner's duty to retain 1% Gross Receipts Tax from payments to the Contractor. The Contractor agrees to withhold the 1% license fee from payments to subcontractors as may be required and inform the Department of Revenue on prescribed Department of Revenue forms of the amount of the 1% license fee in Contractor's account to be allocated and transferred to the subcontractor pursuant to MCA § 15-50-206. The Contractor shall not add 1% to the invoices submitted to the Owner.

§ 5.1.11 In addition to the requirements set forth in Article 5 of this Agreement, each Application for Payment shall also include a list, with backup data, of how each payment shall be spent, including a list detailing which subcontractors and suppliers will be paid out of funds paid by the Owner and the amount of such payments to subcontractors and suppliers, and in the next payment cycle, proof of each payment to Contractor's subcontractors and suppliers after payment.

PAGE 7

§ 5.2.3 If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, then any Final Payment to Contractor shall be subject to deduction for such amounts as the Architect shall determine as the cost for completing incomplete Work and the value of unsettled claims.

§ 5.2.4 The amount of the final payment shall be subtracted by amounts Owner disputes, refuses or withholds payment.

...

~~—~~ Ten percent (10%) per annum

...

~~—~~ Litigation in a court of competent jurisdiction

...

Zero dollars (\$0)

PAGE 8

Cory Dziowgo
Superintendent
Columbia Falls School District
501 6th Avenue West
Columbia Falls, MT 59912

...

Brian Higgins
Project Manager
PO Box 5348
Kalispell, MT 59903

...

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents. The Contractor shall furnish Owner, in a form satisfactory to the Owner, a full and duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to the Owner, in the full amount of the contract sum pursuant to § 18-2-201, MCA.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

...

§ 8.7.1 The Contractor 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 represents and warrants the following to the Owner, as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

1. That it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the work and perform its obligation hereunder;
2. That it is familiar with the Plans and is able to furnish the tools, materials, supplies, equipment, qualified labor, and competent supervision required to timely complete the work and perform its obligations hereunder;
3. That it is authorized to do business in the State of Montana and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the work, or the site of the work to be performed;
4. That it will perform all work in conformance with applicable plans, specifications and building codes;
5. That it will perform the work to the satisfaction of the Owner; and
6. That it shall execute all work in a diligent, efficient, lawful, competent, skillful, and most workmanlike manner commensurate with the applicable standards of the profession, and to devote such time as is necessary to perform the services required under this Agreement.

§ 8.7.2 All work, labor, services to be provided by the Contractor must comply with all other applicable federal, state, local laws, rules, regulations, statutes, ordinances and directives now in force or hereafter in effect. The Contractor shall also comply with all applicable safety laws, rules, regulations, statutes, ordinances and directives. The

Contractor shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, marital status, creed, or national origin. The Contractor agrees to indemnify and hold harmless the Owner from and against any and all claims, loss or expense cause directly or indirectly by its failure to fully comply herewith.

§ 8.7.3 The Contractor understands and agrees that the contract work shall be completed in strict compliance with the Contract Documents and that a deviation from those Documents constitutes default. It is expressly understood and agreed that no substitutions, rules, customs or usages, shortcuts or other alternate methods shall in any way be implied or inferred into this contract. It is further understood that it is the Contractor's responsibility to obtain and adhere to the Contract Documents.

§ 8.7.4 The Contractor shall not allow any liens to be filed against the Owner relating to the work to be performed under this Agreement. The Contractor shall indemnify and hold the Owner harmless from all liens, or claims of rights to enforce liens, against the Owner arising out of any work to be performed under this Agreement. Neither final payment by the Owner or acceptance of work performed shall refund to the Owner all monies the Owner may be compelled to pay in discharging the lien including all costs and its reasonable attorney fees.

§ 8.7.5 In the event either party files suit to enforce their rights under this Agreement the prevailing party shall be entitled to recover its costs and attorney's fees from the other party, in addition to any other damages awarded by the court. It is understood and agreed that any suit filed to interpret or enforce any of the provisions of this Agreement shall be filed in the Eleventh Judicial District Court of the State of Montana.

PAGE 9

4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

M1.12	MAIN LEVEL HVAC PLAN EAST AND SOUTH EAST	10-21-2024
M1.21	UPPER LEVEL HVAC PLAN EAST AND SOUTH EAST	10-21-2024

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 07:46:22 MT on 01/02/2025 under Order No. 4104242731 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Exhibit A

Insurance Requirements

Insurance Carrier(s): Must be rated at least "A-" by A.M. Best Company or acceptable State Fund for Workers Compensation. Coverage shall be written for claims arising out of all premises/operations, subcontracted operations, products/completed operations, and all liability assumed by the Contractor under any Contract or agreement.

Workers Compensation: Copy of Contractors Exemption, if applicable and proof of Workers Compensation Insurance. The District may withhold a percentage to cover costs if proof of coverage is not provided.

Workers Compensation: Statutory

Employers Liability Limits: \$1,000,000 Each Accident

\$1,000,000 Disease- Policy Limit

\$1,000,000 Disease- Each Employee

Contractors Liability: Limits of Liability

Commercial General Liability Insurance: Including Premise & Operations, Personal & Advertising Injury, Blanket Contractual and Products & Completed Operations.

Limits: \$1,000,000 Each Occurrence

\$2,000,000 Products/Completed

Operations Aggregate: \$2,000,000 General Aggregate

The District shall be named as a Primary Additional Insured; the Architect shall be named as an additional insured. The policy will provide an endorsement to provide coverage for the District as an additional insured including Completed Operations Liability. If the additional insured endorsement does not accompany the certificate of insurance, the certificate of insurance must list the form numbers/edition dates for the Additional Insured Endorsement being used and the actual endorsement must be mailed when received. The Additional Insured Endorsement

including Products and Completed Operations is required to be maintained for 2 Years upon completion of the project.

The Owner and Architect's insurance shall be excess with insurance claimed by the Contractor. The Contractor's insurance shall be primary.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as an additional insured for claims caused in whole or in part by the Contractor's intentional, illegal, fraudulent or negligent acts or omissions during the Contractor's operations

Per Project Aggregate Endorsement required.

Automobile Liability:

Limits: Owned Autos: \$1,000,000 Each Accident

Hired/Non-Owned Autos: \$1,000,000 Each Accident

Employment Practices Liability:

Limits: \$1,000,000 Each Occurrence

Umbrella/Excess Liability:

Limits: \$1,000,000 Each Occurrence

Owners & Contractors Protective Liability (OCP):

Limits: \$1,000,000 Each Occurrence

\$2,000,000 Aggregate

Policy will be in the name of the District

Contractor Tools/Equipment: All tools leased, borrowed or owned by the Contractor/Subcontractor will be their responsibility.

Cancellation/Non-Renewal Notice: Minimum of 45 days on Certificate of Insurance.

Builders Risk Insurance: provided by the District.

Additional provisions:

All insurance coverage shall remain in effect throughout the life of the Agreement.

Work shall not commence on this Project until such insurance has been obtained and certificates of insurance, with binders, or certified copies of the insurance policy shall have been filed with the Owner and the Architect. The Contractor shall furnish one copy of each of the Certificate of Insurance required by the Contract Documents which shall specifically set forth evidence of all coverage required by the Contract Documents. The form of the Certificate shall be as noted above. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. The Contractor shall furnish information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate or both, to the Owner and Architect.

The Contractor shall obtain and pay the entire premium for Owners and Contractors Protective Liability (OCP) policy to protect the Owner and Architect for their liability arising under this Contract.

The Contractor's 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.

The Contract shall ensure that all Subcontractors have in place or have obtained insurance policies in accordance with the Contract Documents.

All workers on the Project must be covered by the required insurance policies of the Contractor or Subcontractor.

Bond Requirements

The Construction Manager shall provide performance and payment bonds in the amount of 100% of the total contract sum as required by MCA § 18-2-201, *et seq.*

Electro Controls HVAC Project Agreement

 **AIA® Document A101® – 2017**

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the thirteenth day of January in the year two thousand and twenty five

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Columbia Falls School District 6
501 6th Avenue West
Columbia Falls, MT 59912
(406) 892-6550 Phone
(406) 892-6552 Fax

and the Contractor:

(Name, legal status, address and other information)

Electro Controls
2820 Latimer Street
Missoula, MT 59808
(406) 721-3084 Phone

for the following Project:

(Name, location and detailed description)

Columbia Falls High School Unit Ventilator Replacement
Columbia Falls, MT 59912

The Architect:

(Name, legal status, address and other information)

Jackola Engineering & Architecture, PC
2250 Hwy 93 South PO Box 1134
Kalispell, MT 59901

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, including any exhibits, Conditions of the Contract (General, Supplementary, and other Conditions) and any amendments thereto, Drawings, Specifications, Addenda issued prior to execution of this Agreement, Bid/Proposal documents, other documents listed in this Agreement, Contractor's proof of payment and performance bonds, proof of insurance, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

§ 1.2 The Contract Documents represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations, or agreements, either written or oral. The Contract Documents may be amended only by written Modification approved by the Owner's Board of Trustees and signed by Owner's authorized representative and Contractor.

§ 1.3 The Contractor is an independent contractor of the Owner. The Contractor shall furnish his reasonable skill and judgment and cooperate with the Architect in furthering the best interests of the Owner to perform the Work defined in the Contract Documents, in accordance with the Owner's requirements and construction costs limitations, as approved by the Board and set forth in the Contract Documents. All Work shall be performed in conformity with the Contract Documents and must meet applicable national, state and local codes.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The District procured the Unit Ventilators from Vemco and they will be installed by Diamond Plumbing under a separate contract. The District procured the Control Devices (materials) from Electro Controls on December 5, 2024. Purchase Order 251738 was executed for the materials related to this project in an effort to get them shipped and delivered as soon as possible, e.g. avoid further delays. The work of this contract includes this material previously ordered including payment and manufacturer warranty of the equipment.

Purchase Order Amount **\$ 85,310**

DDC Controls for (29) Unit Ventilator(s) \$52,083

DDC Controls for (9) Existing Unit Ventilators in addition area \$16,694

DDC Controls for (1) Existing Library Fan Coil Unit \$2,455

Provide (38) fan current sensors for "Fan Status" \$1,538

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User Notes:

(1865896518)

Provide (38) CO2 sensors for demand controlled ventilation \$12,540

Control devices consist of:

Space temperature/CO2 Sensor
Discharge Air Temperature Sensor
Fan Current Sensor
Low Limit Thermostat (Freezestat)
Steam Control Valve
Economizer Damper Actuator
Face and Bypass Damper Actuator
Delta BACnet DDC Controller
24V Control Transformer

The installation labor associated with this material previously ordered is as follows:

Install and wire DDC Controls for (29) Unit Ventilator(s) \$40,427
Install and wire DDC Controls for (9) Existing Unit Ventilators in addition area \$14,716
Install and wire DDC Controls for (1) Existing Library Fan Coil Unit \$3,795
Install and wire (38) fan current sensors for "Fan Status" \$2,832
Install and wire (38) CO2 sensors for demand controlled ventilation \$0

Program and Commission new DDC Controls for required sequence of operation.
Integrate new DDC controls into the Existing Web-Based Network Controller and Graphical User Interface.

Exclusions:

Installation (piping) of the new control valves.
Installing or wiring any accessories provided with the equipment.
Providing any line voltage/power wiring work.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date: March 14, 2025

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 It is specifically understood and agreed by the and between the Owner and the Contractor that time is of the essence in the Substantial Completion and Final Completion of the Project, and the Owner shall sustain actual damages of the result of the Contractor's failure, neglect, or refusal to achieve said deadlines. f the Contractor fails to achieve Substantial Completion as provided in this Section 3.3; liquidated damages shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be \$ 147,080 (one hundred forty-seven thousand and eighty dollars), subject to additions and deductions as provided in the Contract Documents.

§ 4.1.1 Except as permitted herein, the Owner shall in no event be obligated to the Contactor for more than the amount set forth in Sections 4.1 and 4.2, if selected by the Owner.

§ 4.1.2 Should the Contractor complete the Project for less than the Contract Sum, the remaining funds shall be credited to the Owner as a deduction from the Contract Sum.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
1.	
2.	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

The Contractor shall be liable for and shall pay to the Owner a sum of one thousand dollars (\$1,000.00) as liquidated damages for each calendar day of delay in which the work is not complete on the first day following the date of Substantial Completion. The Owner may deduct from the amounts owing to the Contractor, or, if sufficient funds are not available, then the Contractor shall pay the Owner the amounts specified per say for each and every calendar day the delay continues after the deadline for completion of the work to be performed. Such damages shall be in addition

to, and not in lieu of, any other right or remedies the Owner may have against the Contractor for failure to timely achieve completion; provided, that, in the event the Owner exercises any other right or remedy against the Contractor for actual damages, the amount of any actual damages to which the Owner is entitled shall be reduced by the amount of any liquidated damages assessed. The Contractor is not liable for liquidated damages due to unforeseeable cause beyond the control and without the fault or negligence of the Contractor, such as acts of God or of the public enemy, fires, floods, epidemics/pandemics, quarantine restrictions, freight embargoes, and unusually severe weather, or delays caused by an act or neglect of the Owner or of an employee of the Owner; or by changes ordered by the Owner in the work.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifteenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, including any amendments thereto, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;

- 3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- 4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- 5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 The Contractor's application for payment shall constitute a representation to the Owner, based on the Contractor's determination at the site that, to the best of the Contractor's knowledge, information, and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Contractor in writing.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%), which shall be inclusive of any withholding required by 18-2-404, MCA.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)
N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.7.4 The retainage shall be released when all Work has been accepted by the Owner and, if required, the federal, state, and/or local authority having jurisdiction.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.10 The Contractor agrees to and acknowledges the withholding and submission of the 1% Gross Receipts Tax as may be required under § 15-50-206, MCA. The Contractor acknowledges the Owner's duty to retain 1% Gross Receipts Tax from payments to the Contractor. The Contractor agrees to withhold the 1% license fee from payments to subcontractors as may be required and inform the Department of Revenue on prescribed Department of Revenue forms of the amount of the 1% license fee in Contractor's account to be allocated and transferred to the subcontractor pursuant to MCA §15-50-206. The Contractor shall not add 1% to the invoices submitted to the Owner.

§ 5.1.11 In addition to the requirements set forth in Article 5 of this Agreement, each Application for Payment shall also include a list, with backup data, of how each payment shall be spent, including a list detailing which subcontractors and suppliers will be paid out of funds paid by the Owner and the amount of such payments to

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subcontractors and suppliers, and in the next payment cycle, proof of each payment to Contractor's subcontractors and suppliers after payment.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.2.3 If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, then any Final Payment to Contractor shall be subject to deduction for such amounts as the Architect shall determine as the cost for completing incomplete Work and the value of unsettled claims.

§ 5.2.4 The amount of the final payment shall be subtracted by amounts Owner disputes, refuses or withholds payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Ten percent (10%) per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Zero dollars (\$0)

init.

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User Notes:

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Cory Dziowgo
Superintendent
Columbia Falls School District
501 6th Avenue West
Columbia Falls, MT 59912

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Gary Scheuch
Project Manager
2820 Laimier Street
Missoula, MT 59808

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents. The Contractor shall furnish Owner, in a form satisfactory to the Owner, a full and duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to the Owner, in the full amount of the contract sum pursuant to § 18-2-201, MCA.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

§ 8.7.1 The Contractor 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 represents and warrants the following to the Owner, as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

1. That it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the work and perform its obligation hereunder;
2. That it is familiar with the Plans and is able to furnish the tools, materials, supplies, equipment, qualified labor, and competent supervision required to timely complete the work and perform its obligations hereunder;

init.

3. That it is authorized to do business in the State of Montana and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the work, or the site of the work to be performed;
4. That it will perform all work in conformance with applicable plans, specifications and building codes;
5. That it will perform the work to the satisfaction of the Owner; and
6. That it shall execute all work in a diligent, efficient, lawful, competent, skillful, and most workmanlike manner commensurate with the applicable standards of the profession, and to devote such time as is necessary to perform the services required under this Agreement.

§ 8.7.2 All work, labor, services to be provided by the Contractor must comply with all other applicable federal, state, local laws, rules, regulations, statutes, ordinances and directives now in force or hereafter in effect. The Contractor shall also comply with all applicable safety laws, rules, regulations, statutes, ordinances and directives. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, marital status, creed, or national origin. The Contractor agrees to indemnify and hold harmless the Owner from and against any and all claims, loss or expense cause directly or indirectly by its failure to fully comply herewith.

§ 8.7.3 The Contractor understands and agrees that the contract work shall be completed in strict compliance with the Contract Documents and that a deviation from those Documents constitutes default. It is expressly understood and agreed that no substitutions, rules, customs or usages, shortcuts or other alternate methods shall in any way be implied or inferred into this contract. It is further understood that it is the Contractor's responsibility to obtain and adhere to the Contract Documents.

§ 8.7.4 The Contractor shall not allow any liens to be filed against the Owner relating to the work to be performed under this Agreement. The Contractor shall indemnify and hold the Owner harmless from all liens, or claims of rights to enforce liens, against the Owner arising out of any work to be performed under this Agreement. Neither final payment by the Owner or acceptance of work performed shall refund to the Owner all monies the Owner may be compelled to pay in discharging the lien including all costs and its reasonable attorney fees.

§ 8.7.5 In the event either party files suit to enforce their rights under this Agreement the prevailing party shall be entitled to recover its costs and attorney's fees from the other party, in addition to any other damages awarded by the court. It is understood and agreed that any suit filed to interpret or enforce any of the provisions of this Agreement shall be filed in the Eleventh Judicial District Court of the State of Montana.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

- § 9.1 This Agreement is comprised of the following documents:
- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
 - .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
 - .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

.5 Drawings

Number	Title	Date
M1.12	MAIN LEVEL HVAC PLAN EAST AND SOUTH EAST	10-21-2024
M1.21	UPPER LEVEL HVAC PLAN EAST AND SOUTH EAST	10-21-2024

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:50:23 MT on 01/02/2025.

PAGE 1

AGREEMENT made as of the thirteenth day of January in the year two thousand and twenty five

...

Columbia Falls School District 6
501 6th Avenue West
Columbia Falls, MT 59912
(406) 892-6550 Phone
(406) 892-6552 Fax

...

Electro Controls
2820 Latimer Street
Missoula, MT 59808
(406) 721-3084 Phone

...

Columbia Falls High School Unit Ventilator Replacement
Columbia Falls, MT 59912

...

Jackola Engineering & Architecture, PC
2250 Hwy 93 South PO Box 1134
Kalispell, MT 59901

PAGE 2

The Contract Documents consist of this Agreement, including any exhibits, Conditions of the Contract (General, Supplementary, and other ~~Conditions~~), ~~Conditions~~ and any amendments thereto, Drawings, Specifications, Addenda issued prior to execution of this Agreement, Bid/Proposal documents, other documents listed in this Agreement, Contractor's proof of payment and performance bonds, proof of insurance, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

§ 1.2 The Contract Documents represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations, or agreements, either written or oral. The Contract Documents may be amended only by written Modification approved by the Owner's Board of Trustees and signed by Owner's authorized representative and Contractor.

§ 1.3 The Contractor is an independent contractor of the Owner. The Contractor shall furnish his reasonable skill and judgment and cooperate with the Architect in furthering the best interests of the Owner to perform the Work defined in the Contract Documents, in accordance with the Owner's requirements and construction costs limitations, as approved by the Board and set forth in the Contract Documents. All Work shall be performed in conformity with the Contract Documents and must meet applicable national, state and local codes.

...

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The District procured the Unit Ventilators from Vemco and they will be installed by Diamond Plumbing under a separate contract. The District procured the Control Devices (materials) from Electro Controls on December 5, 2024. Purchase Order 251738 was executed for the materials related to this project in an effort to get them shipped and delivered as soon as possible, e.g. avoid further delays. The work of this contract includes this material previously ordered including payment and manufacturer warranty of the equipment.

Purchase Order Amount \$ 85,310

DDC Controls for (29) Unit Ventilator(s) \$52,083
DDC Controls for (9) Existing Unit Ventilators in addition area \$16,694
DDC Controls for (1) Existing Library Fan Coil Unit \$2,455
Provide (38) fan current sensors for "Fan Status" \$1,538
Provide (38) CO2 sensors for demand controlled ventilation \$12,540

Control devices consist of:

Space temperature/CO2 Sensor
Discharge Air Temperature Sensor
Fan Current Sensor
Low Limit Thermostat (Freezestat)
Steam Control Valve
Economizer Damper Actuator
Face and Bypass Damper Actuator
Delta BACnet DDC Controller
24V Control Transformer

The installation labor associated with this material previously ordered is as follows:

Install and wire DDC Controls for (29) Unit Ventilator(s) \$40,427
Install and wire DDC Controls for (9) Existing Unit Ventilators in addition area \$14,716
Install and wire DDC Controls for (1) Existing Library Fan Coil Unit \$3,795
Install and wire (38) fan current sensors for "Fan Status" \$2,832
Install and wire (38) CO2 sensors for demand controlled ventilation \$0

Program and Commission new DDC Controls for required sequence of operation.
Integrate new DDC controls into the Existing Web-Based Network Controller and Graphical User Interface.

Exclusions:

Installation (piping) of the new control valves.
Installing or wiring any accessories provided with the equipment.
Providing any line voltage/power wiring work.

PAGE 3

The date of this Agreement.

...

By the following date: March 14, 2025

PAGE 4

§ 3.3.3 ~~It is specifically understood and agreed by the and between the Owner and the Contractor that time is of the essence in the Substantial Completion and Final Completion of the Project, and the Owner shall sustain actual damages of the result of the Contractor's failure, neglect, or refusal to achieve said deadlines. f the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, 3.3; liquidated damages shall be assessed as set forth in Section 4.5.~~

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~(\$—)~~, \$ 147,080 (one hundred forty-seven thousand and eighty dollars), subject to additions and deductions as provided in the Contract Documents.

§ 4.1.1 Except as permitted herein, the Owner shall in no event be obligated to the Contractor for more than the amount set forth in Sections 4.1 and 4.2, if selected by the Owner.

§ 4.1.2 Should the Contractor complete the Project for less than the Contract Sum, the remaining funds shall be credited to the Owner as a deduction from the Contract Sum.

...

1.

2.

...

The Contractor shall be liable for and shall pay to the Owner a sum of one thousand dollars (\$1,000.00) as liquidated damages for each calendar day of delay in which the work is not complete on the first day following the date of Substantial Completion. The Owner may deduct from the amounts owing to the Contractor, or, if sufficient funds are not available, then the Contractor shall pay the Owner the amounts specified per say for each and every calendar day the delay continues after the deadline for completion of the work to be performed. Such damages shall be in addition to, and not in lieu of, any other right or remedies the Owner may have against the Contractor for failure to timely achieve completion; provided, that, in the event the Owner exercises any other right or remedy against the Contractor for actual damages, the amount of any actual damages to which the Owner is entitles shall be reduced by the amount of any liquidated damages assessed. The Contractor is not liable for liquidated damages due to unforeseeable cause beyond the control and without the fault or negligence of the Contractor, such as acts of God or of the public enemy, fires, floods, epidemics/pandemics, quarantine restrictions, freight embargoes, and unusually severe weather, or delays caused by an act or neglect of the Owner or of an employee of the Owner; or by changes ordered by the Owner in the work.

PAGE 5

(Insert provisions for bonus or other incentives, if any, any that might result in a change to the Contract Sum.)

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifteenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, including any amendments thereto, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
PAGE 6

§ 5.1.6.3 The Contractor's application for payment shall constitute a representation to the Owner, based on the Contractor's determination at the site that, to the best of the Contractor's knowledge, information, and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Contractor in writing.

...
Five percent (5%), which shall be inclusive of any withholding required by 18-2-404, MCA.

...
N/A

...
N/A

...
N/A

§ 5.1.7.4 The retainage shall be released when all Work has been accepted by the Owner and, if required, the federal, state, and/or local authority having jurisdiction.

...
§ 5.1.10 The Contractor agrees to and acknowledges the withholding and submission of the 1% Gross Receipts Tax as may be required under § 15-50-206, MCA. The Contractor acknowledges the Owner's duty to retain 1% Gross Receipts Tax from payments to the Contractor. The Contractor agrees to withhold the 1% license fee from payments to subcontractors as may be required and inform the Department of Revenue on prescribed Department of Revenue forms of the amount of the 1% license fee in Contractor's account to be allocated and transferred to the subcontractor pursuant to MCA §15-50-206. The Contractor shall not add 1% to the invoices submitted to the Owner.

§ 5.1.11 In addition to the requirements set forth in Article 5 of this Agreement, each Application for Payment shall also include a list, with backup data, of how each payment shall be spent, including a list detailing which subcontractors and suppliers will be paid out of funds paid by the Owner and the amount of such payments to subcontractors and suppliers, and in the next payment cycle, proof of each payment to Contractor's subcontractors and suppliers after payment.

PAGE 7

§ 5.2.3 If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, then any Final Payment to Contractor shall be subject to deduction for such amounts as the Architect shall determine as the cost for completing incomplete Work and the value of unsettled claims.

§ 5.2.4 The amount of the final payment shall be subtracted by amounts Owner disputes, refuses or withholds payment.

...

~~—~~ Ten percent (10%) per annum

...

~~[]~~ Litigation in a court of competent jurisdiction

...

Zero dollars (\$0)
PAGE 8

Cory Dziowgo
Superintendent
Columbia Falls School District
501 6th Avenue West
Columbia Falls, MT 59912

...

Gary Scheuch
Project Manager
2820 Latimer Street
Missoula, MT 59808

...

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents. The Contractor shall furnish Owner, in a form satisfactory to the Owner, a full and duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to the Owner, in the full amount of the contract sum pursuant to § 18-2-201, MCA.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with ~~a building information modeling exhibit, AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit~~, if completed, or as otherwise set forth below:
(If other than in accordance with ~~a building information modeling exhibit, AIA Document E203-2013~~, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

...

§ 8.7.1 The Contractor 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 represents and warrants the following to the Owner, as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

1. That it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the work and perform its obligation hereunder;
2. That it is familiar with the Plans and is able to furnish the tools, materials, supplies, equipment, qualified labor, and competent supervision required to timely complete the work and perform its obligations hereunder;
3. That it is authorized to do business in the State of Montana and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the work, or the site of the work to be performed;
4. That it will perform all work in conformance with applicable plans, specifications and building codes;

5. That it will perform the work to the satisfaction of the Owner; and
6. That it shall execute all work in a diligent, efficient, lawful, competent, skillful, and most workmanlike manner commensurate with the applicable standards of the profession, and to devote such time as is necessary to perform the services required under this Agreement.

§ 8.7.2 All work, labor, services to be provided by the Contractor must comply with all other applicable federal, state, local laws, rules, regulations, statutes, ordinances and directives now in force or hereafter in effect. The Contractor shall also comply with all applicable safety laws, rules, regulations, statutes, ordinances and directives. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, marital status, creed, or national origin. The Contractor agrees to indemnify and hold harmless the Owner from and against any and all claims, loss or expense cause directly or indirectly by its failure to fully comply herewith.

§ 8.7.3 The Contractor understands and agrees that the contract work shall be completed in strict compliance with the Contract Documents and that a deviation from those Documents constitutes default. It is expressly understood and agreed that no substitutions, rules, customs or usages, shortcuts or other alternate methods shall in any way be implied or inferred into this contract. It is further understood that it is the Contractor's responsibility to obtain and adhere to the Contract Documents.

§ 8.7.4 The Contractor shall not allow any liens to be filed against the Owner relating to the work to be performed under this Agreement. The Contractor shall indemnify and hold the Owner harmless from all liens, or claims of rights to enforce liens, against the Owner arising out of any work to be performed under this Agreement. Neither final payment by the Owner or acceptance of work performed shall refund to the Owner all monies the Owner may be compelled to pay in discharging the lien including all costs and its reasonable attorney fees.

§ 8.7.5 In the event either party files suit to enforce their rights under this Agreement the prevailing party shall be entitled to recover its costs and attorney's fees from the other party, in addition to any other damages awarded by the court. It is understood and agreed that any suit filed to interpret or enforce any of the provisions of this Agreement shall be filed in the Eleventh Judicial District Court of the State of Montana.

PAGE 9

~~4~~ Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

M1.12	MAIN LEVEL HVAC PLAN EAST AND SOUTH EAST	10-21-2024
M1.21	UPPER LEVEL HVAC PLAN EAST AND SOUTH EAST	10-21-2024

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:50:23 MT on 01/02/2025 under Order No. 4104242731 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed) _____

(Title) _____

(Dated) _____

Memorandum of Understanding for Duties and Responsibilities Between
Columbia Falls School District
and
Montana Motorcycle Rider Safety
Helena College, University of Montana
1115 North Roberts Street, Helena, MT 59601

The Columbia Falls School District is providing access to their facilities for the Montana Motorcycle Rider Safety – Helena College U of M (MMRS) to conduct motorcycle safety training at the Columbia Falls Junior High. Facilities are located at 1805 Talbot Road, Columbia Falls MT 59912.

Columbia Falls School District will provide classroom space with access to the parking lot for training. Columbia Falls School District is not providing instruction or personnel; hiring and funding of instructional personnel will be the responsibility of MMRS and they will provide proof of liability insurance naming the Columbia Falls School District as additional insured.

The District does not have staff scheduled to work during the weekends when the courses are scheduled. The District will provide MMRS with a key fob to access the restroom and cafeteria. MMRS is responsible for securing the facility after their use.

Facility Use Fee payable to Columbia Falls School District will be paid monthly in the amount of \$300 per session. New vendors will be required to register in Paymentworks prior to receiving payments. Rental amount will include all access as listed or other School District charges for use up to 2 days per weekend, as needed, and with approval of the schedule listed on the next page. Contact information for payments is listed on the payment schedule on the next page. This agreement will be reviewed annually.

- Columbia Falls School District will provide the sweeping to clean the parking lot.
- Columbia Falls School District will provide the painting of the lines and guidelines for motorcycle riding.
- Columbia Falls School District will provide access to the cafeteria including access to restrooms.
- Columbia Falls School District will provide parking lot space for a trailer to be parked during the duration of this agreement. The storage trailer is 30 feet long. The District is not responsible for theft or damage to this trailer owned by MMRS.
- MMRS will pay a weekly fee of \$300 per session, for classroom use (TT08) and parking lot use.

Ted Miller
Junior High School Principal

Jill Rocksund
Board Chair

Sandra Bauman
Dean/CEO Helena College

Date

Dates of Use for Montana Motorcycle Rider Safety at Columbia Falls Junior High

Due May 31:

May 10-11
May 31-1

3 sessions: \$600.00

Due August 31:

Aug 2-3
Aug 9-10
Aug 16-17
Aug 23-24

3 sessions: \$1200.00

Due June 30:

Jun 7-8
Jun 14-15
Jun 21-22
Jun 28-29

4 sessions: \$1200

Due September 30:

September 6-7

1 Session: \$300

Due July 31:

July 12-13
July 19-20

2 sessions: \$600

Check payments shall be sent to:

Payable to: Columbia Falls School District
Attn: Dustin Zuffelato
PO Box 1259
Columbia Falls MT 59912
(406)892-6554

Junior High School contact:
Ted Miller
t_miller@cfmtschoools.net
406-214-9989

**Substitute Hires
Jan 2025**

Teacher

LNAME	FNAME	Teacher
Prichard	Barbara	Teacher or Aide
Ross	Samantha	Teacher or Aide
Wanner	Sage	Teacher or Aide
Genger	Harold	Teacher or Aide
Bruce	Wendy	Teacher or Aide
		Teacher or Aide
		Teacher or Aide
		Teacher or Aide
		Teacher or Aide
		Teacher or Aide

Secretary / Nurse

LNAME	FNAME	Other
Zaharia	Sarah	Nurse
		Nurse
		Secretary

Bus Driver

LNAME	FNAME	Other
		Bus Driver
		Bus Driver
		Bus Driver

Hot Lunch

LNAME	FNAME	Other
		Hot Lunch
		Hot Lunch
		Hot Lunch
		Hot Lunch

Custodian

LNAME	FNAME	Other
		Custodian
		Custodian
		Custodian
		Custodian

1/7/2025

Alia Hanson **Northwest Council for Computer Education Annual Conference** Feb.
14-16 Seattle, Washington \$1,961

Hanson - Professional Development Grant Application w Budget 2024-25.docx

Derek Andrews **Montana State Family Consumer Science Conference** April 23-25
Helena, Montana \$870

Derek Andrews Professional Development Grant Application 2025.docx

Paula Koch **Teaching English to Speakers of Other Languages (TESOL)**
International Convention March 18-21 Long Beach, CA \$2080

Koch 24/25Final Professional Development Grant Application w Budget (Generic).docx

Hilary Ypma **Teaching English to Speakers of Other Languages (TESOL)**
International Convention March 18-21 Long Beach, CA \$2080

Hilary Ypma Final Professional Development Grant Application w Budget
(Generic).docx

Jeanette Price **Teaching English to Speakers of Other Languages (TESOL)**
International Convention March 18-21 Long Beach, CA \$2080

Zulma Fernandez **Teaching English to Speakers of Other Languages (TESOL)**
International Convention March 18-21 Long Beach, CA \$2080