

AGENDA

REGULAR MEETING  
MISSOULA RURAL FIRE DISTRICT

BOARD OF TRUSTEES

***PURSUANT TO RESOLUTION 20-10, adopted April 14, 2020 the Board of Trustees is limiting in person participation to its meetings in accordance with the Governor's Directive and Opinion of the Attorney General.***

DATE: Tuesday, April 14th, 2020  
TIME: 7:00 P.M.  
PLACE: Station #1, 2521 South Avenue West, Missoula

CALL TO ORDER

EMERGENCY RESOLUTION 20-10

PLEDGE OF ALLEGIANCE

ROLL CALL

READING OF MINUTES

CLAIMS

March Claims (\$159,248.84)

COMMUNICATIONS

TRUSTEE REPORTS

STAFF REPORTS

OLD BUSINESS

NEW BUSINESS

1. MMW Architectural Contract
2. Annexation of 15155 Miller Creek Road

ADJOURNMENT

## RESOLUTION NO. 20-10

### A RESOLUTION SETTING FORTH PROTOCOL FOR THE CONDUCTING OF DISTRICT MEETINGS DURING COVID-19 EMERGENCY

**WHEREAS**, the Missoula Rural Fire District (MRFD) is committed to its taxpayers and citizens to open and transparent government and public participation in all decisions coming before the Board of Trustees;

**WHEREAS**, the MRFD has the responsibility, duty and power to secure and promote the public health and safety of those persons it governs and the employees and staff of MRFD during the current COVID-19 crisis;

**WHEREAS**, the Governor of the State of Montana on March 24, 2020 issued a Directive authorizing local governments to modify the means by which they conduct the people's business, including modification of work hours, office access, building closures and work practices. That Directive specifically states:

***“Local governments are encouraged to find ways to provide for the right of public participation consistent with social distancing practices, including virtual participation where legal and practicable”***

In addition, the directive does not allow residents to leave their residences to attend government-centered meetings, conferences, workshops or any other type of public gathering related to the ongoing business of local government.

**WHEREAS**, the Attorney General of the State of Montana has requested that all public bodies politic adopt a protocol for the conducting or canceling of all public meetings and training of staff during the crisis;

**WHEREAS**, it appears in the best public interest that MRFD adopt a policy and procedure for the conduct of public meetings and training; and

**NOW, THEREFORE, BE IT RESOLVED**, that the following policy is adopted for the conduct of public meetings and training of staff:

1. **Cancel Non-Essential Meetings.** During this national and state COVID-19 emergency, and in light of *Executive Directive Implementing Executive Orders 2-2020 and 3-2020 providing measures for the operation of local government* issued March 24, 2020, MRFD shall take all steps possible to indefinitely suspend all non-essential public meetings of its staff, Board committees and Board of Trustees;
2. **Limit Public Meetings to Critical Items Only.** If the Board Chairman determines that a public meeting must be held, MRFD will strive to limit the meeting to only those items necessitating immediate or timely action by the Board. The MRFD may consider using a "consent agenda" or other methods for allowing for the quickest and most efficient meeting possible.

3. **Determine Type of Meeting.** In accordance with current public health and safety protocols and national or state directives, the MRFD Chairman shall determine the best method for holding a public meeting while protecting public health and safety. An announcement of the method and means of holding such meeting shall be announced by posted notice one week prior to the meeting date. During the COVID-19 emergency, these public meetings may be held through remote means, which will be fully explained in the public notice and on the MRFD website.
  
4. **Noticing the Public Meeting.** The notice of any public meeting held during the COVID-19 emergency should also include information on the method by which the meeting will be held, including information about how the public may participate remotely and how documents to be discussed during the meeting can be accessed by the public.
  
5. **Meetings by Remote Communication.** If a meeting will be held in whole or in part through remote attendance and participation, MRFD will strive, if possible, to provide a remote communication system that provides the members of the Board and the public the ability to see, hear, and reasonably participate in the meeting.

**This Resolution shall become effectively immediately and shall continue until rescinded by the Board of Trustees.**

**BE IT FURTHER RESOLVED,** that the Clerk of this District is to file this Resolution with the Board of County Commissioners, to post the same upon all areas of public access and to update the District's websites.

**MISSOULA RURAL FIRE DISTRICT**

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**Trustee**

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**Trustee**

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**Trustee**

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**Trustee**

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**Trustee**

**Concur:**

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**Fire Chief**

Missoula Rural Fire District  
Board of Trustees  
Missoula, Montana 59804

March 11, 2020

The Missoula Rural Fire District (MRFD) Board of Trustees met in regular session at the Station 1 Headquarters meeting room on **Tuesday, 3/10/2020**.

**CALL TO ORDER:** Chair Larry Hanson called the meeting to order at 19:00 hours.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL:** Present: Larry Hanson, Chair; Ben Murphy, Vice Chair; Chuck Beagle, Secretary; and Dan Corti, Trustee. Absent: Dick Mangan, Trustee.

**READING OF THE MINUTES:** Secretary Chuck Beagle moved to accept the February minutes as submitted. Trustee Dan Corti seconded the motion. Motion voted and passed.

**CLAIMS:** Trustee Dan Corti moved to pay the claims as submitted. Secretary Chuck Beagle seconded the motion. Motion voted and passed.

**COMMUNICATIONS: *Administrative Assistant (AA) Heidi Sather reported:*** In addition to the packet, we received the public relations report for February, which had 13 total documented events. There were eleven social media posts, one in-station car seat event, and one other in the category of fundraiser or parade.

In the packet, there was a letter of appreciation from the Christian Assembly Foursquare Church, which their representatives brought to Station 1 along with a platter of cookie and brownies. MRFD also sent a letter to thank them for their delicious treats. We also sent a letter of thanks to the Adult & Teen Challenge of Missoula for the homemade cookies that they brought to us, as well as a thank-you letter to Ms. Marcy Kleinpeter, who brought cake and treats in honor of her late mother's memory. In addition, the packet also contained a copy of Resolution Number 8403 to extend the corporate limits of the city of Missoula, effective 12/16/2019, as well as the monthly report from I.T. (Information Technology) Manager Joe Ford, which highlighted his work on server upgrades and our computer systems.

**TRUSTEE REPORTS:** None.

**LOCAL 2457: *Battalion Chief (BC) Blaine Cowan reported:*** The stair climb event was postponed due to corona virus scare; however, all funds raised for this cause will still be going to the Leukemia & Lymphoma Society. Also, we had several members attend the recent spring seminar training at Chico. They covered legislative items and provided training on negotiations, as well as constitution and bylaws. This year we had several teachers from Washington and Alaska at the seminar, and they did an exceptional job. In addition, the Operation Warm program is completed for this year; we were glad to be a part of that.

**BC'S OPERATIONS REPORT: *BC Cowan reported:*** BC Cowan highlighted from the Board packet that we had a total of 212 calls for the month of February. There was a chimney fire, which was put out very quickly, and there was a vehicle fire, which was occupied by a homeless person. Unfortunately, the van was lost, but the person was able to get some assistance from the Red Cross. BC Cowan also reported that as of 2/20/20, we started the rollout of having controlled medications on the engines for pain and seizure control. He highlighted that Captain Jason Dufner and Dr. Gildea, along with Chief Finlay, have done a great job in getting this program set up. Anytime there is a delivery of controlled substances, there is a lot of paperwork, check procedures, and safety control measures. Our crews have been very careful to make sure that we are all following the regulations that are in place.

BC Cowan recently attended a County meeting regarding the coronavirus preparation here. For MRFD, we have kits that will be on the engines to help protect our personnel. Assuming that the kits are used

correctly, they will not be at risk for exposure. The County will continue to hold stakeholder meetings over the next number of weeks until this is resolved.

#### **STAFF REPORTS:**

**Office Manager (OM) Melissa Schnee reported:** We have contracted with an outside HR (Human Resources) group to help us update all of our policies, including our substance abuse policy and several other policies that we have in place. Some of our policies date back to the 1990s, so we are hoping to have several updates to present to the Board within the next few months

We have also been doing a lot of work regarding Intercap loans. We have one that we will be focusing on the paperwork for later this meeting, under New Business, and a separate one for which we are in the process of reapplying.

**Fire Chief Chris Newman reported:** For the past two days, Assistant Chief Paul Finlay and Resource Manager (RM) Brian LaForest have been at the Rosenbauer plant in Lyon, SD looking to do a final inspection on our new ladder truck. This is the demo truck from Texas, which was sent to the plant to have work done as we had agreed upon before purchasing. Unfortunately, there were still a fair amount of things not completed as promised. Chief Finlay has set them straight, and things are moving very quickly now. Chief Newman also clarified that once everything is in good order, the company is going to transport it to us via a lowboy trailer. They are also doing the chassis inspections on the two new Type I engines that we had ordered; once those inspections are completed, they will start putting the fire bodies on those, and we are supposed to receive those engines in July.

Regarding preparations against the coronavirus, it is one of those things in which we do not want to overreact. However, we would be negligent if we were not ready for it when it does hit, as it is only a matter of time before it comes here. Our department, along with the other County emergency response agencies, is ready for when it does hit. Our main concern is regarding PPE (Personal Protective Equipment) for our first responders. If we start going through a fair amount of it, that is where the most significant shortage is right now across the country. So, when individuals are buying up the M-95 masks, it can make it difficult at times for the emergency responders to get them. The Health Department, along with some of the local doctors in the area, is advocating for first responders to have priority in purchasing these items to make sure that we have a good cache of it. Chief Newman heard that they got a case of it in South Dakota, so it is likely that it will spread to Montana fairly soon.

The deadline for the Request for Qualifications (RFQs) for architectural services was Friday, 3/6/20. The selection committee then met on Monday, 3/9/20, which consisted of Chair Larry Hanson, Vice-Chair Ben Murphy, Fire Chief Chris Newman, and Battalion Chief Ron Lubke. The committee met to take some time to review the six submittals that we received.

Recently, Chief Newman, Chief Finlay, and Training Officer/Captain Jake Fuller went to the Center for Public Safety Excellence conference. This was a big accreditation conference and was one of the best seminars that Chief Newman had ever been to; they came back with a lot of useful information. He also gleaned a lot of valuable information while talking with others who have already been through this process.

Chief Newman also met recently with the Missoula Development Authority: they are the ones who oversee the TIFs (Tax Increment Financing) and the urban renewal districts. We learned that they are going to sell the enormous building out in the west log yard out in Bonner. This building is basically the size of a football field, has 70,000-pound overhead cranes inside, and is on approximately eight acres. So, it will be a unique buyer who buys this building. Also, there is another parcel of 104-acres in the same TIF area that they are selling separately. Hopefully, someone will purchase this land and develop it into a future subdivision of some sort. It is zoned light industrial, so, for its proximity to Missoula, it would be a perfect place to see some growth in that Bonner area. So, we will see how that goes.

We have signed a contract with a company called "First Due," which produces software for preplanning. Chief Newman, along with Chief Christopherson and our two new Deputy Fire Marshals, did a lot of

research and found a program that we are very comfortable with, especially for the relatively low cost of what it's going to do for us. So, we are going to be onboarding that here over the month or two.

Right before this Board meeting, we had the Lieutenants pinning ceremony for our new Lieutenants: Cole Riley, Phil Richards, Cooper Berry, Cody Reed, and Jim Steyee. Robb Hollenbeck was also promoted to Lieutenant, but he was unable to attend. For these successful candidates, we had a Lieutenant's Academy, which was a full day of onboarding for the first-line supervisor and the expectations for them. These supervisor academies are a relatively new addition with our newer promotions, and cover everything from HR information, to response, to managing subordinates. The academy was well received, and we got excellent feedback from those who went through it.

Regarding TeleStaff scheduling, we spent approximately four to five hours putting in the new scheduling to reflect our new promotions. The new schedule just started on 3/8/20, and so far, there have been no major issues.

As included in the packet, Engineer Hector Gaytan is leaving us, unfortunately. He got a job with Savannah Georgia Fire Department. He will be leaving at the end of March. Hector said that it had nothing to do with MRFD, and he was very thankful for everything that we were able to provide for him, and the training opportunities, and the comradery that we have here. So, we are sad to see him go, but we want to wish him all the best with his new endeavor.

**OLD BUSINESS:** None.

**NEW BUSINESS:**

1. **Promotion Announcements:** *It was the consensus of the Board that this was covered during Chief Newman's staff report.*
2. **Payroll Time Reporting Policy:** OM Schnee noted that a copy of this proposed policy was included in the packet. In addition to this payroll time reporting policy, we have also worked on a corresponding SOG (Standard Operating Guideline) and a new time card format. OM Schnee also wanted to recognize BC Cowan for all his effort in putting the new time card format together. The codes will correspond to both our TeleStaff scheduling software and our Black Mountain accounting software, which should streamline the payroll process immensely. After a brief discussion, Trustee Dan Corti moved to approve as presented. Vice Chair Ben Murphy seconded the motion. Motion voted and passed.
3. **Resolution 2020-8: Approve the Surplus Ladder Truck:** Chief Newman explained that if this resolution is approved, this will allow us to explore different potentials for removing our current ladder truck out of our fleet, once the new one arrives and goes into service. We are still trying to decide if this is something to sell or potentially scrap, so we are looking at a lot of different options. The problem is that the engine is over 30 years old and does not meet any of the NFPA (National Fire Protection Association) standards. When you start getting into ladder trucks, and useful life, and the reason for the standards, it would definitely be something that would have to go through legal counsel if we were to sell it or donate to another department. So, this resolution would simply allow us to explore the different options available. After further discussion, Trustee Dan Corti moved to approve the resolution as presented. Vice Chair Ben Murphy seconded the motion. Motion voted and passed.
4. **RFQ Selection for Architectural Services for New Station 4:** Chief Newman noted that we recently published our request for RFQs for architectural services for the new Station 4 and received six total submissions by the deadline. Chief Newman initially reviewed them all and then had the meeting with the selection committee to go through a scoring process, as noted in the RFQ packet. There was a scoring process of percentages weighted toward the things that we were looking for; we scored directly off of that and then came up with an aggregate score. It came down to the final two during our selection committee meeting, and we had a couple of questions for each

of the remaining contenders. So, Chief Newman did a phone interview with both firms; they answered the questions appropriately, but it did not change the scoring. So, with that, we would like to recommend MMW Architects for our architectural services. After a brief discussion, Secretary Chuck Beagle moved to approve MMW Architects. Trustee Dan Corti seconded the motion. Motion voted and passed.

5. **Annexations:** Chief Newman stated that the bulk of the Board packet is regarding these seven annexation petitions. For each one, Chief Christopherson and/or the Deputy Fire Marshals have done site visits and made sure that they met all of the criteria. Chief Newman also reviewed these petitions and recommended all of these annexations be accepted for Board approval. After a brief discussion, Vice Chair Ben Murphy moved to accept all seven annexations for entry into the District. Secretary Chuck Beagle seconded the motion. Motion voted and passed.

- (1) Parcel Tract 1-B; Graves Creek Rd; Lolo, MT 59847
- (2) Parcel Tract 1-C: 7850 Graves Creek Rd; Lolo, MT 59847
- (3) 5810 Wilderness Trail; Missoula, MT 59804
- (4) 7000 Graves Creek Rd; Lolo, MT 59847
- (5) 5075 Arnica Rd; Missoula, MT 59803
- (6) 13254 Lolo Creek Dr; Lolo, MT 59847
- (7) 3368 Deer Creek Rd; Missoula, MT 59803

6. **Resolution 2020-9: Authorizing Participation in the Intercap Program and Loan Documents:** OM Schnee explained that this is the official paperwork for the loan documents for the aerial. Once these are signed and submitted, we anticipate the funds to be transferred around the 22nd or the 23rd of March. She also clarified that the funds would not go to the seller directly; they will come to us first. This way, we will only pay them when the work meets our approval. These signed loan documents will get the process started. OM Schnee also noted that she sent this paperwork to our legal counsel for his review, and he replied that everything was in good order. After further discussion, Trustee Dan Corti moved to authorize participation in the Intercap Program and the signing of the loan documents. Secretary Chuck Beagle seconded the motion. Motion voted and passed.

**EXECUTIVE SESSION: Select BOT (Board of Trustees) Awards:** The Board went into executive session at 19:30 hours, in order to discuss their nominations and vote for the 2019 Board award recipients. The Board came out of executive session at 20:01 hours. The award winners will be announced at the upcoming Awards Banquet.

**ADJOURNMENT:** Trustee Dan Corti made a motion to adjourn. Trustee Dick Mangan seconded the motion. Chair Larry Hanson adjourned the meeting at 20:02 hours.

Respectfully submitted,



Heidi Sather, Administrative Assistant  
Missoula Rural Fire District

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Larry Hanson, MRFD Board Chair

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Date

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Chuck Beagle, MRFD Board Secretary

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Date

04/09/20  
18:57:38

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Claim Details  
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\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
39582	77604S	1507 A & I DISTRIBUTORS	739.95					
1	3447016	03/26/20 Lubricant	739.95			1000 20 420440	232	101000
		<b>Total for Vendor:</b>	<b>739.95</b>					
39539	77571S	1681 AT&T MOBILITY	716.00					
1	03112020	03/03/20 Cell Phone	668.79			1000 10 410510	345	101000
2	03112020	03/03/20 Hazmat	47.21			1000 90 420420	534	101000
		<b>Total for Vendor:</b>	<b>716.00</b>					
39518	77553S	1742 AUSTIN HEATON	200.00					
1	Heaton	03/01/20 FCI-S&R	200.00			1000 60 420490	391	101000
		<b>Total for Vendor:</b>	<b>200.00</b>					
39584	77606S	764 BATTERIES PLUS - 252	5.00					
1	25036590	03/10/20 Sta 4 Doorbell	5.00			1000 50 420460	364	101000
		<b>Total for Vendor:</b>	<b>5.00</b>					
39585	77607S	32 BIG BEAR SIGN COMPANY	775.00					
1	2020-417	03/20/20 361	775.00			1000 20 420440	372	101000
		<b>Total for Vendor:</b>	<b>775.00</b>					
39597	77608S	33 BIG SKY FIRE EQUIPMENT	684.74					
1	684.74	03/23/20 SCBA	684.74			1000 20 420440	204	101000
		<b>Total for Vendor:</b>	<b>684.74</b>					
39533	77572S	819 BLACKFOOT COMMUNICATIONS	485.88					
1	166467	03/01/20 Sta 2	485.88			1000 10 410510	345	101000
		<b>Total for Vendor:</b>	<b>485.88</b>					
39511	77555S	1002 BRENT CHRISTOPHERSON	137.00					
1	Brent	03/01/20 MSFCA	37.00			1000 40 420410	379	101000
2	Brent	03/01/20 NFA	100.00			1000 40 420410	379	101000
		<b>Total for Vendor:</b>	<b>137.00</b>					



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Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
39587	776095	1202 Cd'A METALS	277.50					
1	581655 03/18/20	361	277.50			1000 20 420440	272	101000
		<b>Total for Vendor:</b>	<b>277.50</b>					
39532	775738	1687 CDW Government	371.98					
1	XBH2596 02/28/20	Computer Monitors	371.98			1000 10 410510	368	101000
		<b>Total for Vendor:</b>	<b>371.98</b>					
39547	775818	1424 CHARTER	8.50					
1	0096052 03/11/20	Sta 1	8.50			1000 10 410510	341	101000
39551	775865	1424 CHARTER	540.00					
1	031220 03/12/20	Sta 1	540.00			1000 10 410510	345	101000
39557	775895	1424 CHARTER	231.76					
1	031620 03/16/20	Sta 6	231.76			1000 10 410510	345	101000
39554	775955	1424 CHARTER	134.84					
1	032620 03/26/20	Sta 4	134.84			1000 10 410510	345	101000
39568	776025	1424 CHARTER	215.11					
1	032020 03/20/20	Sta 5	215.11			1000 10 410510	345	101000
		<b>Total for Vendor:</b>	<b>1,130.21</b>					
39569	776038	216 Clearwater Credit Union	3,007.48					
1	1244600 03/22/20	ReCerts	1,070.00			1000 50 420460	380	101000
2	1244600 03/22/20	Printing	16.00			1000 10 410510	320	101000
3	1244600 03/22/20	White Water Rescue-McGuire	335.00			1000 50 420460	380	101000
4	1244600 03/22/20	Accreditation-Horsens	625.00			1000 50 420460	380	101000
5	1244600 03/22/20	Accreditation-Horsens	472.40			1000 50 420460	379	101000
6	1244600 03/22/20	Medical Supplies	102.91*			1000 80 420460	222	101000
7	1244600 03/22/20	AF HR Consultant	778.00			1000 10 410510	356	101000
8	1244600 03/22/20	Computer Service	10.00			1000 10 410510	368	101000
9	1244600 03/22/20	Parking	1.00			1000 10 410510	379	101000
10	1244600 03/22/20	Pinning Ceremony	29.99			1000 10 410510	380	101000
11	1244600 03/22/20	Crissis Intervention-DeVos	135.00			1000 50 420460	380	101000

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
12	1244600	03/22/20 Fire Stats-Riley	-570.00			1000 50 420460	380	101000
13	1244600	03/22/20 Service Fees	5.18			1000 10 410510	356	101000
Total for Vendor:			3,007.48					
39588	77610S	1671 CONTRACT DESIGN ASSOCIATES	984.03					
1	46586	03/20/20 Finlay's Desk	984.03			1000 10 410510	943	101000
Total for Vendor:			984.03					
39565	77596S	76 CULLIGAN WATER CONDITIONING	131.00					
1	607138	03/25/20 Water	131.00			1000 10 410510	341	101000
Total for Vendor:			131.00					
39586	77611S	599 CUSTOM TROPHY AND ENGRAVING	626.00					
1	1023	03/26/20 Career award	582.00			1000 10 410510	391	101000
2	1023	03/26/20 Union award	22.00			1000 10 410510	391	101000
2	1023	03/26/20 Vol award	22.00			1000 60 420490	391	101000
Total for Vendor:			626.00					
39581	77612S	1638 Express Lube	38.24					
1	63359	03/10/20 309	38.24			1000 20 420140	372	101000
Total for Vendor:			38.24					
39528	77557S	840 FIRST CALL COMPUTER SOLUTIONS	68.95					
1	64617	03/01/20 Web Maint	68.95			1000 10 410510	368	101000
Total for Vendor:			68.95					
39529	77558S	1319 FLORENCE ACE HARDWARE	37.37					
1	2040	02/29/20 Sta 5	37.37			1000 50 420460	365	101000
Total for Vendor:			37.37					
39590	77613S	1606 GARAGE DOOR GUYS	1,340.00					
1	4770	03/03/20 Sta 1	190.00			1000 50 420460	361	101000
2	4800	03/10/20 Sta 4	800.00			1000 50 420460	364	101000
3	4835	03/19/20 Sta 6	350.00			1000 50 420460	366	101000
Total for Vendor:			1,340.00					

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39589	77614S	141 GENERAL FIRE APPARATUS	26.34					
1	11402 03/18/20 361		26.34			1000 20 420440	272	101000
		<b>Total for Vendor:</b>	<b>26.34</b>					
39583	77590S	1506 HARLOW'S TRUCK CETNER	14,801.10					
1	906102 02/17/20 311		14,801.10			1000 20 420440	372	101000
		<b>Total for Vendor:</b>	<b>14,801.10</b>					
39580	77615S	650 HOME DEPOT CREDIT SERVICES	249.58					
1	09189020 03/22/20 Sta 2		30.29			1000 50 420460	362	101000
2	09189020 03/22/20 Sta 6		219.29			1000 50 420460	366	101000
		<b>Total for Vendor:</b>	<b>249.58</b>					
39574	77645S	1256 HOUSE OF CLEAN	2,155.72					
1	076352 03/03/20 Sta 1		472.56			1000 50 420460	361	101000
2	076353 03/03/20 SCBA		17.01			1000 20 420440	204	101000
3	076631 03/10/20 Sta 1		-76.96			1000 50 420460	361	101000
4	077171 03/23/20 Sta 1		337.87			1000 50 420460	361	101000
5	076354 03/04/20 Sta 2		191.76			1000 50 420460	362	101000
6	076354A 03/10/20 Sta 2		28.30			1000 50 420460	362	101000
7	076632 03/10/20 Sta 2		9.72			1000 50 420460	362	101000
8	076354B 03/13/20 Sta 2		47.52			1000 50 420460	362	101000
9	076355 03/04/20 Sta 4		278.58			1000 50 420460	364	101000
10	076356 03/04/20 SCBA		83.64			1000 20 420440	204	101000
11	076355A 03/10/20 Sta 4		56.61			1000 50 420460	364	101000
12	076633 03/10/20 Sta 4		9.72			1000 50 420460	364	101000
13	076357 03/04/20 Sta 5		381.41			1000 50 420460	365	101000
14	076357A 03/10/20 Sta 5		56.61			1000 50 420460	365	101000
15	076634 03/10/20 Sta 5		9.72			1000 50 420460	365	101000
16	076962 03/17/20 Sta 5		1.00			1000 50 420460	365	101000
17	076358 03/04/20 Sta 6		121.96			1000 50 420460	366	101000
18	076358A 03/10/20 Sta 6		56.61			1000 50 420460	366	101000
19	076635 03/10/20 Sta 6		9.71			1000 50 420460	366	101000
20	076635A 03/12/20 Sta 6		8.74			1000 50 420460	366	101000
21	076833 03/16/20 Sta 6		53.57			1000 50 420460	366	101000
		<b>Total for Vendor:</b>	<b>2,155.72</b>					

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\* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
39591	77616S	1258 I-STATE TRUCK CENTER	84.27					
1	253142109	03/19/20 211	84.27			1000 20 420440	272	101000
		<b>Total for Vendor:</b>	<b>84.27</b>					
39555	77591S	1271 JIM STEYEN	407.41					
1	Steyee	03/18/20 AEMT Study Materials	249.96			1000 50 420460	380	101000
2	Steyee	03/18/20 National Registry (2nd)	115.00			1000 50 420460	380	101000
3	Steyee	03/27/20 Supplies	42.45			1000 50 420460	236	101000
		<b>Total for Vendor:</b>	<b>407.41</b>					
39522	77560S	1351 JON MUIR	200.00					
1	Muir	03/01/20 FCI-S&R	200.00			1000 50 420460	379	101000
		<b>Total for Vendor:</b>	<b>200.00</b>					
39592	77617S	202 LEGACY GLASS, LLC	106.50					
1	70689	03/05/20 Sta 5	106.50			1000 50 420460	365	101000
		<b>Total for Vendor:</b>	<b>106.50</b>					
39576	77618S	1282 LIFE-ASSIST, INC	1,468.72					
1	961847	03/13/20 Medical Supplies	450.34			1000 80 420480	222	101000
2	983244	03/18/20 Medical Supplies	822.36			1000 80 420480	222	101000
3	984281	03/20/20 Medical Supplies	24.22			1000 80 420480	222	101000
4	985386	03/24/20 Medical Supplies	161.52			1000 80 420480	222	101000
5	988308	03/31/20 Medical Supplies	10.28			1000 80 420480	222	101000
		<b>Total for Vendor:</b>	<b>1,468.72</b>					
39541	77574S	148 LITHIA MOTORS	1,674.26					
1	116007	01/15/20 303	59.85			1000 20 420440	372	101000
2	116374	01/22/20 301	59.85			1000 20 420440	372	101000
3	118135	02/26/20 310	53.25			1000 20 420440	372	101000
4	118043	02/27/20 365	1,501.31			1000 20 420440	372	101000
		<b>Total for Vendor:</b>	<b>1,674.26</b>					

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MISSOULA RURAL FIRE DISTRICT  
Claim Details  
For the Accounting Period: 3/20

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\* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
39537	775753	1743 LOCALITY MEDIA, INC	8,640.00					
1	1328 03/01/20	First Due-Pre Plan	8,640.00			1000 10 410510	321	101000
		<b>Total for Vendor:</b>	<b>8,640.00</b>					
39545	775823	1708 METRO EXPRESS CAR WASH-MISSOULA	14.00					
1	Feb-20 03/12/20	301	7.00			1000 20 420440	372	101000
2	Feb-20 03/12/20	303	7.00			1000 20 420440	372	101000
		<b>Total for Vendor:</b>	<b>14.00</b>					
39614	776195	208 MISSOULA COUNTY MEDICAL BENEFITS	85,006.08					
1	8556 03/24/20	Admin	6,444.80			1000 10 410510	143	101000
2	8556 03/24/20	RM	1,731.10			1000 20 420440	143	101000
3	8556 03/24/20	TR	1,731.10			1000 30 420430	143	101000
4	8556 03/24/20	FP	4,134.70			1000 40 420410	143	101000
5	8556 03/24/20	Sup	70,964.38			1000 50 420460	143	101000
		<b>Total for Vendor:</b>	<b>85,006.08</b>					
39562	775975	230 MISSOULA ELECTRIC COOPERATIVE	630.94					
1	223950 03/31/20	Sta 2 & Sta 6	630.94			1000 10 410510	341	101000
		<b>Total for Vendor:</b>	<b>630.94</b>					
39571	776205	235 MISSOULA MOTOR PARTS	582.12					
1	247558 03/02/20	Lubricants	-48.42			1000 20 420440	232	101000
2	251031 03/11/20	361	61.44			1000 20 420440	272	101000
3	251168 03/12/20	361	187.64			1000 20 420440	272	101000
4	251340 03/12/20	361	11.00			1000 20 420440	272	101000
5	251660 03/13/20	361	287.12			1000 20 420440	272	101000
6	251762 03/13/20	361	-62.00			1000 20 420440	272	101000
7	251788 03/13/20	361	71.96			1000 20 420440	272	101000
8	252719 03/17/20	Shop	13.29			1000 20 420440	270	101000
9	252897 03/17/20	361	38.08			1000 20 420440	272	101000
10	252965 03/18/20	Shop	14.00			1000 20 420440	270	101000
11	253505 03/19/20	Shop	22.03			1000 20 420440	270	101000
12	253768 03/20/20	Shop	7.48			1000 20 420440	270	101000
13	254589 03/23/20	361	8.66			1000 20 420440	272	101000
14	255845 03/26/20	325	6.00			1000 20 420440	272	101000

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MISSOULA RURAL FIRE DISTRICT  
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For the Accounting Period: 3/20

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\* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
15	256141 03/27/20 341		21.76			1000 20 420440	272	101000
16	256930 03/30/20 302		12.08			1000 20 420440	272	101000
		<b>Total for Vendor:</b>	<b>682.12</b>					
39573	77621S 244 MISSOULA TEXTILE SERVICES		137.49					
1	20 03/27/20 All Stations		137.49			1000 10 410510	356	101000
		<b>Total for Vendor:</b>	<b>137.49</b>					
39577	77622S 1285 MOUNTAIN INK & TONER		299.97					
1	95804 03/17/20 Office Supplies		299.97			1000 10 410510	220	101000
		<b>Total for Vendor:</b>	<b>299.97</b>					
39600	77623S 247 MOUNTAIN SUPPLY		34.10					
1	9148307 03/23/20 Shop		34.10			1000 20 420440	270	101000
		<b>Total for Vendor:</b>	<b>34.10</b>					
39595	77624S 205 MT ACE HARDWARE		58.91					
1	217770453 03/03/20 Medical Supplies		13.98			1000 80 420480	222	101000
2	217789162 03/19/20 Sta 1		8.99			1000 50 420460	361	101000
3	217791055 03/23/20 Sta 4		26.98			1000 50 420460	364	101000
4	217794502 03/23/20 Sta 1		8.96			1000 50 420460	361	101000
		<b>Total for Vendor:</b>	<b>58.91</b>					
39593	77625S 1542 MT COFFEE EXPRESS		132.00					
1	12423/87 03/31/20 Sta 1		132.00			1000 50 420460	361	101000
		<b>Total for Vendor:</b>	<b>132.00</b>					
39544	77583S 1523 MT CORRECTIONAL ENTERPRISES		775.00					
1	77129 02/21/20 Sta 5		775.00			1000 50 420460	365	101000
39550	77587S 1523 MT CORRECTIONAL ENTERPRISES		1,625.00					
1	77269 02/28/20 Sta 6		775.00			1000 50 420460	366	101000
2	77270 02/29/20 Sta 2		850.00			1000 50 420460	362	101000

MISSOULA RURAL FIRE DISTRICT  
Claim Details  
For the Accounting Period: 3/20

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
39578	77626S	1523 MT CORRECTIONAL ENTERPRISES	2,325.00					
1	77098 02/14/20 Capt. Beds		2,325.00			1000 50 420460	361	101000
		<b>Total for Vendor:</b>	<b>4,725.00</b>					
39596	77627S	260 MT ELECTRONICS COMPANY	88.95					
1	2928 03/16/20 Radios		60.20*			1000 20 420440	271	101000
2	2958 03/31/20 Radios		28.75*			1000 20 420440	271	101000
		<b>Total for Vendor:</b>	<b>88.95</b>					
39515	77564S	1690 NICHOLAS ANDERSON	200.00					
1	Anderson 03/01/20 FCI-S&R		200.00			1000 60 420490	391	101000
		<b>Total for Vendor:</b>	<b>200.00</b>					
39599	77628S	295 NORCO	71.48					
1	28935593 03/31/20 Rental		43.40			1000 10 410510	356	101000
2	26709925 03/02/20 Medical Supplies		28.08			1000 80 420480	222	101000
		<b>Total for Vendor:</b>	<b>71.48</b>					
39536	77576S	547 NORTHWESTERN ENERGY	681.82					
1	04619946 03/02/20 Sta 5		681.82			1000 10 410510	341	101000
39546	77584S	547 NORTHWESTERN ENERGY	142.56					
1	35710573 03/02/20 Sta 5		142.56			1000 10 410510	341	101000
39552	77588S	547 NORTHWESTERN ENERGY	785.92					
1	05205802 03/16/20 Sta 4		773.00			1000 10 410510	341	101000
2	05205810 03/16/20 Sta 4		12.92			1000 10 410510	341	101000
39556	77598S	547 NORTHWESTERN ENERGY	2,562.65					
1	04777413 03/18/20 Sta 1		1,115.67			1000 10 410510	341	101000
2	14891253 03/18/20 Sta 1		354.72			1000 10 410510	341	101000
3	05373154 03/17/20 Sta 6		192.68			1000 10 410510	341	101000
4	05360854 03/20/20 Sta 2		262.51			1000 10 410510	341	101000
5	04619946 03/31/20 Sta 5		637.07			1000 10 410510	341	101000
		<b>Total for Vendor:</b>	<b>4,172.95</b>					

MISSOULA RURAL FIRE DISTRICT  
Claim Details  
For the Accounting Period: 3/20

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
39598	77629S	311 OVERHEAD DOOR COMPANY	269.00					
1	55527 10/19/20 Sta 2		269.00			1000 50 420460	362	101000
		<b>Total for Vendor:</b>	<b>269.00</b>					
39538	77577S	1744 PAT LORENSEN	32.50					
1	Feb 2020 03/01/20 Gym Reimbursement		32.50			1000 50 420460	132	101000
		<b>Total for Vendor:</b>	<b>32.50</b>					
39530	77578S	142 PETER GIARDINO	36.06					
1	Giardino 03/16/20 Uber-Cert Plans Examiner-Gia		36.06			1000 40 420410	379	101000
		<b>Total for Vendor:</b>	<b>36.06</b>					
39554	77593S	1725 PIERCE LEASING	590.00					
1	0036110 03/05/20 Job Trailer Rental		590.00			1000 10 410510	943	101000
39615	77630S	1725 PIERCE LEASING	590.00					
1	36445 03/31/20 Job Trailer		590.00			1000 10 410510	943	101000
		<b>Total for Vendor:</b>	<b>1,180.00</b>					
39602	77631S	988 PLATT	324.03					
1	45808 03/05/20 Sta 1		186.93			1000 50 420460	361	101000
2	53220 03/05/20 Sta 4		137.10			1000 50 420460	364	101000
		<b>Total for Vendor:</b>	<b>324.03</b>					
39579	77632S	331 PYRAMID PRINTING	297.84					
1	48510 03/12/20 Printing		297.84			1000 10 410510	320	101000
		<b>Total for Vendor:</b>	<b>297.84</b>					
39534	77579S	31 REPUBLIC SERVICES #889	588.20					
1	002571478 02/28/20 Sta 1		181.05			1000 10 410510	342	101000
2	002571478 02/28/20 Sta 2		128.94			1000 10 410510	342	101000
3	002573407 02/28/20 Sta 4		125.19			1000 10 410510	342	101000
4	002573940 02/28/20 Sta 5		109.68			1000 10 410510	342	101000
5	002572692 02/28/20 Sta 6		43.34			1000 10 410510	342	101000



MISSOULA RURAL FIRE DISTRICT  
Claim Details  
For the Accounting Period: 3/20

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
39613	77633S	31 REPUBLIC SERVICES #889	588.20					
1	2591788 03/28/20	Sta 1	181.05			1000 10 410510	342	101000
2	2591788 03/28/20	Sta 2	128.94			1000 10 410510	342	101000
3	2593736 03/28/20	Sta 4	125.19			1000 10 410510	342	101000
4	2594269 03/28/20	Sta 5	109.68			1000 10 410510	342	101000
5	2594020 03/28/20	Sta 6	43.34			1000 10 410510	342	101000
		<b>Total for Vendor:</b>	<b>1,176.40</b>					
39611	77634S	349 SAFETY KLEEN CORPORATION	188.71					
1	82303741 03/17/20	Lubricants	188.71			1000 20 420440	232	101000
		<b>Total for Vendor:</b>	<b>188.71</b>					
39572	77635S	360 SHIPPING DEPOT	57.06					
1	1042 03/31/20	Postage	57.06			1000 10 410510	311	101000
		<b>Total for Vendor:</b>	<b>57.06</b>					
39531	77580S	369 STAPLES	557.04					
1	20384237 03/06/20	Sta 5	334.98			1000 10 410510	368	101000
2	20384237 03/06/20	Office Supplies	105.61			1000 10 410510	220	101000
3	20384237 03/06/20	Training Supplies	76.46			1000 30 420430	220	101000
4	20384237 03/06/20	Computer Supplies	39.99			1000 10 410510	368	101000
		<b>Total for Vendor:</b>	<b>557.04</b>					
39527	77567S	1732 TAYLOR BLAKELY	644.41					
1	Blakely 03/01/20	IAFC WL Urban Interface	644.41			1000 50 420460	379	101000
		<b>Total for Vendor:</b>	<b>644.41</b>					
39505	77636S	1707 TEAR IT UP LLC	44.32					
1	50356 03/16/20	Shredding	44.32			1000 10 410510	356	101000
		<b>Total for Vendor:</b>	<b>44.32</b>					
39604	77637S	1730 Teleflex LLC	295.82					
1	9502414272 03/26/20	Medical Supplies	295.82			1000 80 420480	222	101000
		<b>Total for Vendor:</b>	<b>295.82</b>					

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MISSOULA RURAL FIRE DISTRICT  
Claim Details  
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\* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
39519	775688	1691 THOMAS BEERS	200.00					
1	Beers 03/01/20 FCI-S&R		200.00			1000 60 420490	391	101000
39558	775943	1691 THOMAS BEERS	250.00					
1	930220 03/02/20 EMT Recert		50.00			1000 60 420490	380	101000
2	42 03/20/20 EMT Refresher		200.00			1000 60 420490	380	101000
		<b>Total for Vendor:</b>	<b>450.00</b>					
39607	776388	951 TNT TRUCK PARTS	79.75					
1	93977 03/12/20 311		79.75			1000 20 420440	272	101000
		<b>Total for Vendor:</b>	<b>79.75</b>					
39563	775998	1745 TODD GLEW	50.00					
1	Glew 03/31/20 ReCert		50.00			1000 60 420490	380	101000
		<b>Total for Vendor:</b>	<b>50.00</b>					
39566	776005	381 TOWN & COUNTRY AUTO BODY	7,500.00					
1	13010 03/12/20 361 Paint		7,500.00			1000 20 420440	372	101000
		<b>Total for Vendor:</b>	<b>7,500.00</b>					
39605	776398	1284 TRACE ANALYTICS, INC.	445.00					
1	20-04924 03/17/20 Sampling		445.00			1000 20 420440	370	101000
		<b>Total for Vendor:</b>	<b>445.00</b>					
39612	776405	1607 TRACTOR SUPPLY CO	349.46					
1	05088410 03/30/29 Sta 5		349.46			1000 50 420460	365	101000
		<b>Total for Vendor:</b>	<b>349.46</b>					
39603	776418	463 TRI ARC, INC.	31.00					
1	15315 03/31/20 Rental		31.00			1000 10 410510	356	101000
		<b>Total for Vendor:</b>	<b>31.00</b>					
39512	775708	1628 Univision	1,180.00					
1	228717 03/01/20 Support Hours		207.00			1000 10 410510	368	101000
2	228607 03/01/20 MS Office 365		973.00			1000 10 410510	321	101000
		<b>Total for Vendor:</b>	<b>1,180.00</b>					

MISSOULA RURAL FIRE DISTRICT  
Claim Details  
For the Accounting Period: 3/20

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
39546	775855	408 VERIZON WIRELESS	289.34					
1	9850320404 03/11/20	Smartphones/MDTs	289.34			1000 10 410510	345	101000
		<b>Total for Vendor:</b>	<b>289.34</b>					
39610	776425	782 WESTERN STATES EQUIPMENT COMPANY	3,398.55					
1	1258851 03/23/20	Sta 5	2,076.29*			1000 20 420440	301	101000
2	1258852 03/23/20	Sta 6	1,322.26*			1000 20 420440	301	101000
		<b>Total for Vendor:</b>	<b>3,398.55</b>					
39561	776015	1724 WEX Bank	2,251.80					
1	64650359 03/31/20	Fuel	2,251.80			1000 20 420440	231	101000
		<b>Total for Vendor:</b>	<b>2,251.80</b>					
39609	776435	756 WHALEN TIRE	220.00					
1	744170 03/02/20	310	70.00			1000 20 420440	233	101000
2	744829 03/25/20	355	150.00			1000 20 420440	233	101000
		<b>Total for Vendor:</b>	<b>220.00</b>					
39608	776445	1301 WOMACK MACHINE SUPPLY CO.	76.53					
1	0215525 03/25/20	Hose	76.53			1000 50 420460	236	101000
		<b>Total for Vendor:</b>	<b>76.53</b>					
		<b># of Claims</b>	<b>82</b>	<b>Total:</b>				<b>159,248.84</b>

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MISSCULA RURAL FIRE DISTRICT  
Fund Summary for Claims  
For the Accounting Period: 3/20


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Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH ON DEPOSIT - COUNTY TREASURER	\$159,248.84
Total:	\$159,248.84

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Claims reviewed and approved for payment at the Regular scheduled Missoula Rural Fire District Board of Trustee Meeting held Tuesday, April 14<sup>th</sup>, 2020 at 7:00 PM.

  
\_\_\_\_\_ Melissa Schnee, Office Manager

\_\_\_\_\_ Larry Hanson, Chairman

\_\_\_\_\_ Chuck Beagle, Secretary



TYLER R. GERNANT  
CLERK & TREASURER  
200 WEST BROADWAY  
MISSOULA MT 59802-4292  
(406) 258-4752

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Missoula Rural Fire District  
2521 South Avenue West  
Missoula, Montana 59804

March 26<sup>th</sup>, 2020

To Whom It May Concern;

Please find enclosed Notice of Public Hearing, regarding the requests for annexation of seven parcels of land into the Missoula Rural Fire District.

You may contact me at (406) 258-3231 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "S-D-S", with a long horizontal stroke extending to the right.

Samuel Scott  
Deputy Clerk & Recorder  
Missoula County  
(406) 258-3231

**NOTICE OF PUBLIC HEARING  
ANNEXATION TO MISSOULA RURAL FIRE DISTRICT**

NOTICE IS HEREBY GIVEN, that a public hearing will be held via conference call on the 9<sup>th</sup> day of April 2020, beginning at 2:00 p.m., on a petition for annexation into the Missoula Rural Fire District for the following area:

Tract 1B of COS 6461, located in S18 T12N R22W, Missoula County, MT  
Parcel #415327001, located at Graves Creek Road, Lolo MT. 59847

Tract 1C of COS 6461, located in S18 T12N R22W, Missoula County, MT  
Parcel #4584698, located at 7850 Graves Creek Road, Lolo MT. 59847

Tract B1 of COS 6017, located in S10 T12N R20W, Missoula County, MT  
Parcel #5860620, located at 5810 Wilderness Trail, Missoula MT. 59804

SW1/4 NE1/4 NE1/4 of S18 T12N R22W, Missoula County, MT  
Parcel #1312304, located at 7000 Graves Creek Road, Lolo MT. 59847

Tract 3C1 of COS 3351, located in S3 T12N R19W, Missoula County, MT  
Parcel #5847477, located at 5075 Arnica Road, Missoula MT. 59803

Tract 1C of COS 2795, located in S2 T11N R21W, Missoula County, MT  
Parcel #5848979, located at 13254 Lolo Creek Drive, Lolo MT. 59847

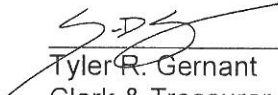
Tract 8B of COS 2242, located in S6 T12N R18W, Missoula County, MT  
Parcel #5836505, located at 3368 Deer Creek Road, Missoula MT. 59803

(Map and exhibits available at [www.missoulaproperty.us](http://www.missoulaproperty.us) as Book 1027 Pages 703 - 709)

AND THAT all interested persons wishing to be heard for or against said petition should dial 1-406-998-1109, enter the conference code 264188, and then press the star key (\*). Written comments will be accepted by the Commissioner's Office, located at Missoula County Administration Building, 199 West Pine Street, Missoula, Montana 59802, prior to the hearing day.

BY ORDER of the Board of County Commissioners of Missoula County, Montana.



 Deputy  
Tyler R. Gernant  
Clerk & Treasurer  
200 W. Broadway St.  
Missoula, MT 59802  
(406) 258-4752

Date: March 26<sup>th</sup>, 2020

Publish Dates: March 29<sup>th</sup> & April 5<sup>th</sup>, 2020

## Public Relations Outreach Breakdown

March 2020

- 14 total documented events
  - 12 social media posts (Facebook/Instagram/Twitter)
  - 0 scheduled media appearance (Newspaper/Radio/TV)
  - 1 in station event (Car Seat Event/Station Tour)
  - 0 impromptu media appearance (Newspaper/Radio/TV)
  - 1 other (Fundraiser/Parade/Etc.)



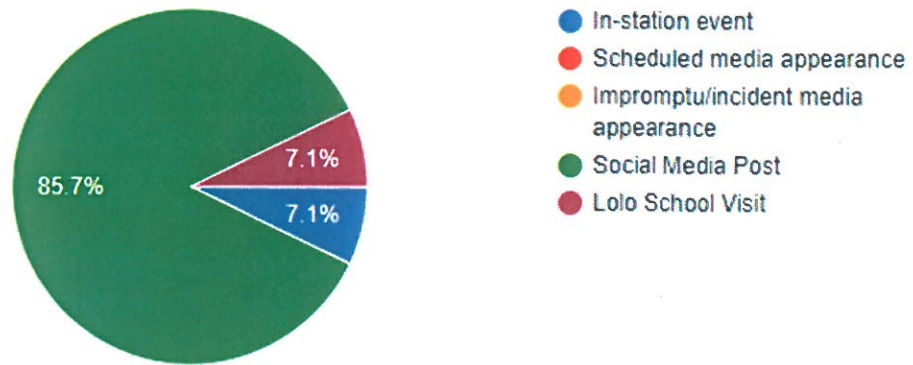
### Date

14 responses



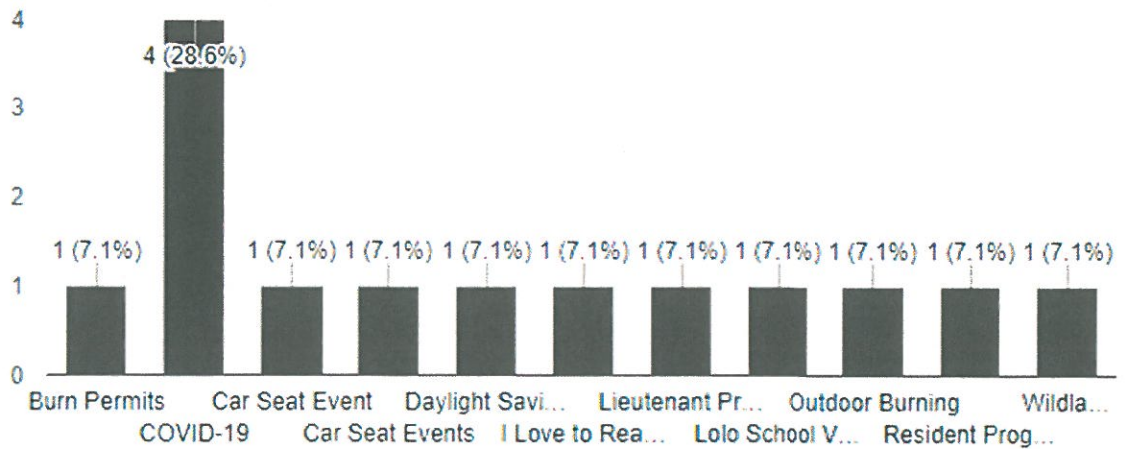
### Type

14 responses



### Topic Being Discussed

14 responses





## Call for Service Report

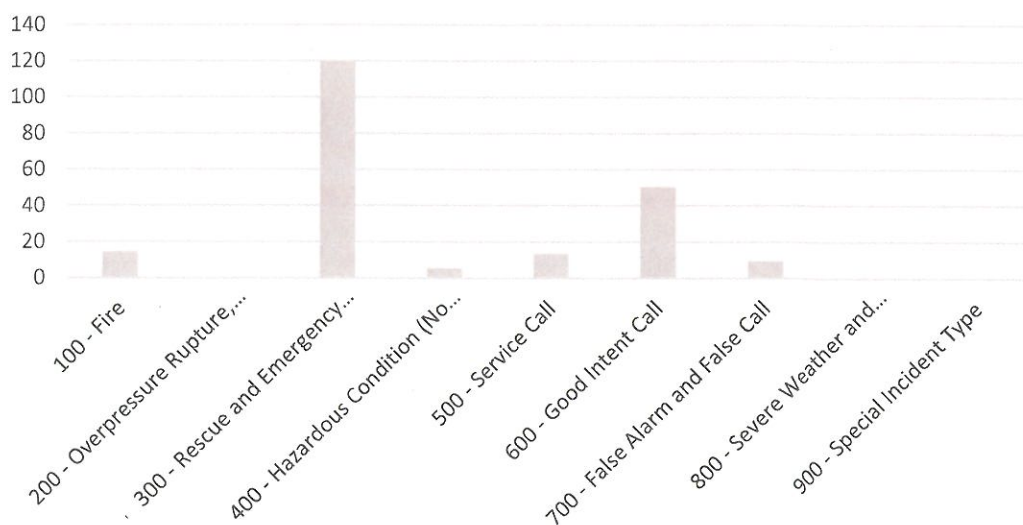
March 2020

In March of 2020, Missoula Rural Fire District (MRFD) answered 218 calls for service. MRFD responded to 210 of these incidents. The other 8 incidents were responded to solely by mutual aid partners. MRFD provided mutual aid on 79 incidents and received mutual aid on 25 incidents, overall working side by side with 5 neighboring agencies.

Incident Type Data

NFIRS Incident Type Series	March 2020	2020 YTD	2020 YTD Percentage
100 - Fire	14	24	4.02 %
200 - Overpressure Rupture, Explosion, Overheat (No Fire)	0	0	0.00%
300 - Rescue and Emergency Medical Service (EMS) Incidents	119	352	58.96%
400 - Hazardous Condition (No Fire)	5	33	5.53%
500 - Service Call	13	43	7.20%
600 - Good Intent Call	50	122	20.44%
700 - False Alarm and False Call	9	23	3.85%
800 - Severe Weather and Natural Disaster	0	0	0.00%
900 - Special Incident Type	0	0	0.00%

March 2020 Incident Types



## March 2020 IT Report

Quite a bit of time was spent preparing for Corona Virus possibilities including dipping into the SMS (Strategic MRFD Stockpile) and retrieved a couple of older abandoned computers to rehabilitate and update to Windows 10 for backup and standby emergency use. One of these was a decent HP Laptop which I was able to increase RAM by salvaging from another not so usable laptop. Another is a desktop that had been replaced by First Call with a newer computer. The laptop is now in use for work-from-home and the desktop is in reserve for other deployment. Preparations also involved getting a number of employees setup to work from home and resolving associated problems.

Updated Heidi's workstation to Windows 10 after virtualizing its' Windows 7 configuration. Virtualizing the old configuration assured that nothing would be lost since she can still log into the older machine running in the background of the new Windows install.

Attended a two-day FEMA Cybersecurity Seminar put on by Texas AM Extension. This event focused on recovering from a cybersecurity intrusion and was a follow on to a seminar from a few months ago about recognizing and preparing for incidents. MRFD has a good firewall system and frequent reminders to our personnel about the hazards of email phishing attacks but the possible consequences are formidable. One suggestion is that organizations have good insurance to cover lost computers or a worst-case scenario where we get got by ransomware. One major way of addressing recovery from any event is implementing virtualization of all critical computers which has been an ongoing process and nearing completion.

Worked on resolving a problem with CAD View that causes the program to unexpectedly and randomly logout.

All LifePac modems required updating in order to transmit data.

## **Workers Comp Documentation for COVID-19**

This is only for Worker's Compensation purposes. Other documentation may be required for exposures by other Agencies for other reasons.

### **EXPOSURE:**

If you are exposed to a patient who has tested positive for COVID-19, please complete the WC – Notice of Injury or Exposure form.

If you become symptomatic and test positive for COVID-19, have your medical provider fill out the Medical Status Report to begin the Worker's Compensation process. This process will include an investigation by Missoula County WC to confirm that the exposure was work related, so be sure to document well any exposures or possible exposures.

### **POSSIBLE EXPOSURE:**

If you are exposed to a patient who potentially has COVID-19 but has not tested positive for COVID-19, please keep an exposure record for yourself. Include the date, time, incident number and a narrative of the situation.

### **MISSOULA COUNTY NOTICE OF EXPOSURE:**

The Missoula County Health Department will contact you and/or MRFD if our employees have been in contact with someone who later tested positive for COVID-19. At this time, the exposed employee will fill out the WC-Notice of Injury or Exposure form. Your record of possible exposure will be included with the WC-Notice of Injury or Exposure form to help prove work-related exposure.

If you become symptomatic and test positive for COVID-19, have your medical provider fill out the Medical Status Report to begin the Worker's Compensation process. Again, this process will include an investigation by Missoula County WC to confirm that the exposure was work related.

## **MRFD FMLA CARE ACT Status**

Responders are excluded from the MRFD FLMA CARE ACT. Responders for MRFD FMLA CARE ACT purposes are defined as all employee who are eligible to respond to an incident, including all local members and Chiefs.

Qualifying positions included Office Manager, Administration Assistant and IT Manager.

Currently two of the three Care Act covered employees have qualifying events, child at home due to school closures. These employees qualify for the additional 80 hours PTO paid out at 2/3 of their salary, provided in the CARE Act, to be reimbursed to the District through a payroll tax reduction. (beginning 4/1/20)

## **Telecommuting During Stay at Home Orders and School Closures**

Telecommuting has been recommended by the Fire Chief to comply with the Stay at Home order and school closures for certain positions. Telecommuting must be approved by the Fire Chief.

## **Modified work schedules for 40-hour work week employees during Stay at Home Orders and School Closures**

Modified work schedules have been recommended by the Fire Chief to comply with the Stay at Home order and school for certain positions. Modified work schedules must be approved by the Fire Chief.

## **Use of Comp time, Sick time and Vacation time during Stay at Home Orders and School Closures**

During approved Telecommuting and Modified work schedules for 40-hour employees during Stay at Home Orders and school closures employees may use Comp time, Sick time or Vacation time in order to complete 40 hours. Covered Care Act employees who have a qualifying event and are receiving the PTO at 2/3's of their salary may use Comp time, Sick time and/or Vacation time to make up the 1/3 of their salary.

## **Quarantine Pay**

An employee with a documented and known work exposure that results in a 14-day quarantine will receive regular pay at your regular rate. If you remain asymptomatic you will be released to work. If you are symptomatic you will be required to remain in quarantine until cleared. At the point that Work Comp begins you will be required to use 32 hours of Sick time (this is a work comp requirement) after that you will go back to regular pay at your regular rate.

 **AIA<sup>®</sup> Document B101<sup>™</sup> – 2017**

***Standard Form of Agreement Between Owner and Architect***

AGREEMENT made as of the 30 day of March in the year 2020  
*(In words, indicate day, month and year.)*

BETWEEN the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Missoula Rural Fire District  
2521 South Avenue West  
Missoula, MT

and the Architect:  
*(Name, legal status, address and other information)*

MMW Architects, PC  
125 W. Alder  
Missoula, MT

for the following Project:  
*(Name, location and detailed description)*

Fire Station #4  
Bonner, MT  
Bonner Mill Site

The Owner and Architect 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.

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
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- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
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- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
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- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The program will be developed by the architect through discussions with the owner

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The Building will be a new fire station on an approximately 1.5 acre site. The property is located in Bonner, MT, in the Bonner Mill Site, near the east entry. The building will be approximately 11,000 s.f. with 3 apparatus bays, accommodations for nine fire fighters, an optional community room, and support spaces.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

The owners budget for the work is to be determined. The current construction cost estimate for the building is approximately two million, five hundred thousand dollars. This estimate does not include soft costs including A&E fees, contingencies, surveys, geotechnical work, testing services, furniture, fixtures, equipment and other soft costs.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

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Programming complete 4/1/2020  
Schematic Design complete 4/30/2020  
Design Development complete 6/12/2020  
Construction Documents complete 8/14/2020

.2 Construction commencement date:

9/21/2020

.3 Substantial Completion date or dates:

8/21/2020

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

General Contractor/Construction Manager, GCCM or Design Bid Build, See Exhibit A, Proposal and Fee Schedule

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

Chris Newman, Fire Chief Additional owners representative, to be determined.

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

Paul Finlay, Assistant Fire Chief

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:  
To be determined

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.2

*(Paragraphs deleted)*

Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

- Construction Testing Services – To be determined
- Environmental Testing and Remediation – To be determined, if necessary.
- Commissioning Services – To be determined.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Kent Means, Principal Architect

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Morrison Maierle, Inc. 1055 Mount Ave.,  
Missoula, MT 59801

.2 Mechanical Engineer:

Morrison Maierle, Inc.  
1055 Mount Ave.,  
Missoula, MT 59801

.3 Electrical Engineer:

Morrison Maierle, Inc.  
1055 Mount Ave.,  
Missoula, MT 59801

.4 Civil Engineer:

IMEG  
1817 South Ave. W.  
Missoula, MT 59801

.5 Acoustic Consulting:

Big Sky Acoustics  
620 Dearborn Ave.,  
Helena, MT 59601

.6 Landscape Architect:

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Land Expressions  
5615 East Day Mt Spokane Rd.  
Mead WA, 99021

§ 1.1.11.2 Consultants retained under Supplemental Services:

Low Voltage Design and Specification:  
Morrison Maierle, Inc.  
1055 Mount Ave.,  
Missoula, MT 59801

§ 1.1.12 Other Initial Information on which the Agreement is based:

An additional services and corresponding, supplemental fee (hourly, not to exceed, \$8,000) for design/bid/build services is included per Exhibit A.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

Init.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than two million (\$ 2,000,000 ) for each occurrence and Four million (\$ 4,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than two million (\$ 2,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and One million (\$ 1,000,000 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000 ) per claim and two million (\$ 2,000,000 ) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once

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approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents

Init.

including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 Procurement Phase Services

##### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

Init.

**§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

**§ 3.6 Construction Phase Services**

**§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information

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given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

#### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise

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specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect, Owner
§ 4.1.1.2 Multiple preliminary designs	Up to 3 preliminary designs
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Not provided
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21 Telecommunications/data design	Supplemental Services
§ 4.1.1.22 Security evaluation and planning	Additional Services or by owner
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Not provided
4.1.1.31 Design/Bid/Build Services	Architect

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**§ 4.1.2 Description of Supplemental Services**

**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

*(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)*

Supplemental Services include the following:

- 1.) Telecommunications/Data/Low Voltage design. This will be billed at hourly rates and expenses with a not to exceed amount, to be determined at a later date and mutually agreed by the owner and the architect.
- 2.) Services related to Design/Bid/Build including but not limited to cost estimating and coordination. These services will be billed at hourly rates and expenses with a not to exceed of \$8,000 as indicated in Exhibit A.

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

*(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

N/A

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect’s Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

*(Paragraph deleted)*

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§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty Six ( 26 ) visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty ( 20 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as

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applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the

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Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official

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regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.

**§ 8.3 Arbitration**

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.4 Consolidation or Joinder**

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration

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permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Init.



None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

*(Paragraphs deleted)*

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Init.

(Paragraphs deleted)

.1 Percentage Basis  
(Insert percentage value)

Nine point one (9.1 )% of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

(Paragraphs deleted)

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

At hourly rates and expenses as defined in Exhibit A, with mutual agreement by the owner and architect required before proceeding with the work.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

At hourly rates and expenses as defined in Exhibit A, Proposal and Rate Schedule.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( 10 %), or as follows:

(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

See Exhibit A

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty Seven	percent (	37	%)
Procurement Phase	Three	percent (	3	%)
Construction Phase	Thirty	percent (	30	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Init.

See Exhibit A, Proposal and Rate Schedule

Employee or Category	Rate (\$0.00)
----------------------	---------------

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

N/A

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

§ 11.10.1.1 An initial payment of Zero ( \$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

*(Paragraph deleted)*

**§ 11.10.2 Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty ( 40 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

Ten % 10

Init.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

If during the course of construction, an error occurs that is the fault of the architect or the architects consultants and this error results in an increased cost change order and does not represent added value to the owner's project, the percentage fee will not be applied to this change.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

*(Paragraphs deleted)*

- .3 Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

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

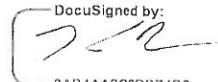
Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

Exhibit A, Proposal and Rate Schedule

- .4 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

None

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

DocuSigned by:  
  
3AB4AA2C8DB74B9...

\_\_\_\_\_  
OWNER *(Signature)*

\_\_\_\_\_  
ARCHITECT *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
Kent Means, Principal Architect  
*(Printed name, title, and license number, if required)*

Init.

## **Additions and Deletions Report for** **AIA® Document B101™ – 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 15:42:12 ET on 04/08/2020.

PAGE 1

AGREEMENT made as of the 30 day of March in the year 2020

...

Missoula Rural Fire District  
2521 South Avenue West  
Missoula, MT

...

MMW Architects, PC  
125 W. Alder  
Missoula, MT

...

Fire Station #4  
Bonner, MT  
Bonner Mill Site

PAGE 2

The program will be developed by the architect through discussions with the owner

...

The Building will be a new fire station on an approximately 1.5 acre site. The property is located in Bonner, MT, in the Bonner Mill Site, near the east entry. The building will be approximately 11,000 s.f. with 3 apparatus bays, accommodations for nine fire fighters, an optional community room, and support spaces.

...

The owners budget for the work is to be determined. The current construction cost estimate for the building is approximately two million, five hundred thousand dollars. This estimate does not include soft costs including A&E fees, contingencies, surveys, geotechnical work, testing services, furniture, fixtures, equipment and other soft costs.

PAGE 3

Programming complete 4/1/2020  
Schematic Design complete 4/30/2020  
Design Development complete 6/12/2020  
Construction Documents complete 8/14/2020

...

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User Notes:

(1920495444)

9/21/2020

...

8/21/2020

...

General Contractor/Construction Manager, GCCM or Design Bid Build, See Exhibit A, Proposal and Fee Schedule

...

N/A

...

Chris Newman, Fire Chief Additional owners representative, to be determined.

...

Paul Finlay, Assistant Fire Chief

...

To be determined

.2 Civil Engineer:

.3 Other, if any:

PAGE 4

Construction Testing Services – To be determined  
Environmental Testing and Remediation – To be determined, if necessary.  
Commissioning Services – To be determined.

...

Kent Means, Principal Architect

...

Morrison Maierle, Inc. 1055 Mount Ave.,  
Missoula, MT 59801

...

Morrison Maierle, Inc.  
1055 Mount Ave.,  
Missoula, MT 59801

...

.3 Electrical Engineer:

Morrison Maierle, Inc.  
1055 Mount Ave.,  
Missoula, MT 59801

.3 Electrical Engineer: .4 Civil Engineer:

IMEG  
1817 South Ave. W.  
Missoula, MT 59801

.5 Acoustic Consulting:

Big Sky Acoustics  
620 Dearborn Ave.,  
Helena, MT 59601

.6 Landscape Architect:

Land Expressions  
5615 East Day Mt Spokane Rd.  
Mead WA, 99021

PAGE 5

Low Voltage Design and Specification:

Morrison Maierle, Inc.  
1055 Mount Ave.,  
Missoula, MT 59801

...

An additional services and corresponding, supplemental fee (hourly, not to exceed, \$8,000) for design/bid/build services is included per Exhibit A.

PAGE 6

§ 2.5.1 Commercial General Liability with policy limits of not less than two million (\$ 2,000,000 ) for each occurrence and Four million (\$ 4,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than two million (\$ 2,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than ( \$ ) each accident, ( \$ ) each employee, and One million (\$ 1,000,000 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000 ) per claim and two million (\$ 2,000,000 ) in the aggregate.

PAGE 12

§ 4.1.1.1 Programming	Architect, Owner
§ 4.1.1.2 Multiple preliminary designs	Up to 3 preliminary designs

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User Notes:

(1920495444)

§ 4.1.1.3	Measured drawings	<u>Not provided</u>
§ 4.1.1.4	Existing facilities surveys	<u>Not provided</u>
§ 4.1.1.5	Site evaluation and planning	<u>Architect</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Architect</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not provided</u>
§ 4.1.1.8	Civil engineering	<u>Architect</u>
§ 4.1.1.9	Landscape design	<u>Architect</u>
§ 4.1.1.10	Architectural interior design	<u>Architect</u>
§ 4.1.1.11	Value analysis	<u>Not provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not provided</u>
§ 4.1.1.13	On-site project representation	<u>Not provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Not provided</u>
§ 4.1.1.15	As-designed record drawings	<u>Architect</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not provided</u>
§ 4.1.1.18	Facility support services	<u>Not provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Not provided</u>
§ 4.1.1.21	Telecommunications/data design	<u>Supplemental Services</u>
§ 4.1.1.22	Security evaluation and planning	<u>Additional Services or by owner</u>
§ 4.1.1.23	Commissioning	<u>Not provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not provided</u>
§ 4.1.1.27	Historic preservation	<u>Not provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Not provided</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not provided</u>
§ 4.1.1.30	Other Supplemental Services	<u>Not provided</u>
4.1.1.31	<b>Design/Bid/Build Services</b>	<u>Architect</u>

PAGE 13

Supplemental Services include the following:

- 1.) Telecommunications/Data/Low Voltage design. This will be billed at hourly rates and expenses with a not to exceed amount, to be determined at a later date and mutually agreed by the owner and the architect.
- 2.) Services related to Design/Bid/Build including but not limited to cost estimating and coordination. These services will be billed at hourly rates and expenses with a not to exceed of \$8,000 as indicated in Exhibit A.

...

N/A

...



- ~~.7~~ Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- ~~.9~~ Evaluation of the qualifications of entities providing bids or proposals;

PAGE 14

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty Six ( 26 ) visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty ( 20 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 18

[ X ] Litigation in a court of competent jurisdiction

PAGE 19

None

PAGE 20

None

...

~~§ 10.8~~ If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

~~§ 10.8.1~~ The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

PAGE 21

~~.1~~ Stipulated Sum  
~~(Insert amount)~~

~~.2~~  
.1 Percentage Basis

...

~~(Nine point one (9.1) )~~ % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

~~.3~~ Other  
(Describe the method of compensation)

...

At hourly rates and expenses as defined in Exhibit A, with mutual agreement by the owner and architect required before proceeding with the work.

...

At hourly rates and expenses as defined in Exhibit A, Proposal and Rate Schedule.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( 10 %), or as follows:

...

See Exhibit A

...

Schematic Design Phase	<u>Ten</u>	percent (	<u>10</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Thirty Seven</u>	percent (	<u>37</u>	%)
Procurement Phase	<u>Three</u>	percent (	<u>3</u>	%)
Construction Phase	<u>Thirty</u>	percent (	<u>30</u>	%)

PAGE 22

See Exhibit A, Proposal and Rate Schedule

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

...

N/A

...

§ 11.10.1.1 An initial payment of Zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty ( 40 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

Ten % 10  
PAGE 23

If during the course of construction, an error occurs that is the fault of the architect or the architects consultants and this error results in an increased cost change order and does not represent added value to the owner's project, the percentage fee will not be applied to this change.

...

~~.2~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

— (Insert the date of the E203-2013 incorporated into this agreement.)

...

Exhibit A, Proposal and Rate Schedule

...

None

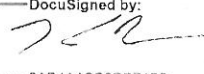
...

\_\_\_\_\_  
Kent Means, Principal Architect

## **Certification of Document's Authenticity**

AIA® Document D401™ – 2003

I, Kent Means, 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 15:42:12 ET on 04/08/2020 under Order No. 9841796019 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

DocuSigned by:  
  
3AB4AA2C8DB74B9...

(Signed)

Principal Architect

(Title)

4/8/2020

(Dated)

4-1-2020

To: Fire Chief Newman  
From: Assistant Chief Christopherson  
Re: Annexation of the property located at 15155 Miller Creek Rd.

Please find attached the signed MRFD Annexation Criteria Form (ACF), which was completed after the property was inspected at the above-referenced address. The property owner was contacted and has also received a copy of this criteria form for their records. We explained that once we received the signed copy to acknowledge their understanding and receipt of the ACF, we would then submit this petition of annexation to the MRFD Fire Board for their consideration.

After my review, it is my recommendation to the Board that the property located at 15155 Miller Creek Rd. be annexed into the Missoula Rural Fire District.

Sincerely,



Brent L. Christopherson, Assistant Chief/Fire Marshal  
Missoula Rural Fire District

# MRFD ANNEXATION CRITERIA FORM

<b>Homeowner Name:</b> <i>Rellen and Claudia Stewart</i>	<b>Phone Number:</b> <i>251-1437</i>
<b>Property Address:</b> <i>15155 Miller Creek Rd.</i>	<b>Email:</b>

	Critical Fire Department Services	Answers
1	Distance from closest MRFD fire station.	<i>14 miles</i>
2	Distance from closest mutual/auto aid partner.	<i>12 miles (MFD stations)</i>

### Means of Access

3	Are there buildings more than 400 sf (ground floor area) and/or public occupancies with structural components?	<i>Yes</i>
4	Is there clear openings through gates at least 2 feet wider than the means of access it controls?	<i>No</i>
5	Number of means of access.	<i>1</i>
6	Can the fire department realistically access the property after a snow event or icy conditions?	<i>possibly 2 with road and vegetation mitigation Yes, chains may be required</i>

### Roadways/Fire Lanes

7	Are roadways constructed of a hard, all-weather surface designed to support all imposed loads of MRFD apparatus?	<i>Yes</i>
8	Are the roadways a minimum clear width of 16 ft.?	<i>Yes</i>
9	Is there at least 13 ft 6 in. nominal vertical clearance over the full width of the roadway?	<i>Yes</i>
10	Do the curves/turns in the roadway have a minimum radius of 60 ft to the outside of the turn?	<i>Yes</i>
11	If a bridge(s) is present, is it designed for a live load sufficient to carry the imposed loads of fire apparatus?	<i>No bridges</i>
12	Is the load limit clearly posted at the approaches to the bridge?	
13	Has the vegetation adjacent to the roadway been mitigated?	

# MRFD ANNEXATION CRITERIA FORM

<b>Critical Grades</b>		
14	Are there any road/driveway grades steeper than 10 percent?	NO

**Dead Ends**

15	Is there a dead end roadway more than 300 ft in length?	NO YES
16	* If yes, is there an appropriate turnaround for fire apparatus?	YES
17	Is there a dead end/cul-de-sac that exceeds 1200 ft in length?	NO
18	* If yes, are there approved intermediate turnarounds at a maximum of 1200 ft intervals?	

**Driveways**

19	Is the driveway longer than 150 ft?	YES
20	* If yes, is there an appropriate turnaround for fire apparatus?	YES
21	Is the driveway a minimum of 12 feet in width and 13 ft 6 in. in vertical clearance?	YES
22	If the driveway is longer than 300 ft, are there pullouts?	YES

**Signage/Premises Identification**

23	Are the road and address signs made of appropriate materials and properly located?	YES
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**Building Access**

24	* Is there adequate fire apparatus access provided to within 150 ft of any point of the exterior wall of each building? (300 ft for a sprinklered building)	YES
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**Building Separation**

25	Are the building separations greater than 30 ft?	YES
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# MRFD ANNEXATION CRITERIA FORM

**Critical Automatic Fire Protection/Fire Warning Systems**

26	Is the building(s) protected by an automatic sprinkler system in accordance with NFPA 13, 13R or 13D?	NO
27	Does the building(s) have a local/supervised fire alarm system in accordance with NFPA 72?	NO

**Water Supply**

28	Are there adequate fire hydrants? Distance?	NO
29	Is there water storage that meets NFPA 1142 requirements? Distance?	
30	If yes, are the connections appropriate for MRFD use?	

**Building Construction**

31	Non-combustible roof?	Yes
32	Soffits enclosed?	Yes
33	Soffit, attic and crawl space vents screened?	Yes
34	Non-combustible siding?	NO
35	Double pane windows?	Yes
36	Are decks non-combustible or fire resistant?	Partial

**Vegetation Clearance From Structures**

37	* 0-30 ft, Defensible Space Zone-Is all flammable vegetation and combustible growth clear of this area?	Yes
38	30-100 ft, Reduced Fuel Zone-Is a fuel break provided by the disruption of the vertical and/or horizontal continuity of flammable/combustible vegetation?	
39	Is there a potential difference in the wildfire vs structure response capability? (Explain in comments)	





# MRFD ANNEXATION CRITERIA FORM

Board of Trustees Chairperson: \_\_\_\_\_ Date: \_\_\_\_\_



# MISSOULA RURAL FIRE DISTRICT

2521 South Avenue West • Missoula, Montana 59804  
 (406) 549-6172 • FAX (406) 549-6023  
[www.mrfdfire.org](http://www.mrfdfire.org)

## PETITION FOR ANNEXATION

We, the undersigned, being taxpaying freeholders and whose names appear upon the last completed assessment roll, do hereby petition the Board of County Commissioners to annex to the Missoula Rural Fire District, the following parcel:

5867002	SE4 NE4 SW4 & NE4 NE4 SW4	S07, T11 N, R18 W		
<b>SUID #</b>	<b>Quarter</b>	<b>Section, Township, Range</b>	<b>Lot #</b>	<b>Plat ID</b>
<small>(SUID # = tax ID #)</small>		<small>(Legal description can be found on property tax statement)</small>		

<b>Subdivision Name</b>	<b>Block</b>	<b>Lot</b>
15155 Miller Creek Rd; Missoula, MT 59803		

**Property Address**

*Rellen Stewart 251-1437*

**Contact Name and Phone Number for Questions Regarding this Petition**

**Property Owner Signature(s)**

**Printed Name(s)**

**Mailing Address**

*Rellen M. Stewart*

Rellen M. Stewart

15155 Miller Creek, Rd; Missoula, MT 59803

*Claudia A. Stewart*

Claudia A. Stewart

"

**FOR OFFICE USE ONLY:**

Annexation accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 by the Board of Trustees for the Missoula Rural Fire District.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Receipt # \_\_\_\_\_