

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

CONTRACTOR AGREEMENT

This Agreement is entered into between Glacier County School District No. 9, Browning, Montana, (Owner) and, Billman's Inc. (Contractor) in consideration of the mutual promises and agreements contained herein.

1. SCOPE OF WORK. The Contractor is hired to perform services for the Owner and shall perform all labor & materials necessary to complete the following work:

Browning Elementary Classroom

the install will be Evoke, commercial (no wax) vinyl tile in a wood plank design. With cove base. Also to remove the Asbestos contained tile that was under the carpet when pulled up.1

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

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

2. TIME OF COMPLETION. The work to be performed under this agreement shall commence on 08-16-2021 and shall be completed within 90 consecutive calendar day. Time is of the essence and the Contractor agrees to proceed with all items of work with due diligence and without delay to allow the Owner to meet its schedule of construction and occupancy.

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

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

4. CONTRACT SUM AND PAYMENT. The above-described work shall be performed for the total sum of \$ 9610.00 & no/dollars (\$ 9610.00).

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

6. INSURANCE. Prior to starting work, the Contractor shall provide proof of adequate workers compensation insurance or a valid exemption relating to such. Prior to starting work, the Contractor, at its own expense, shall procure and maintain in force, on all its operations, liability insurance protecting against property damage and bodily injury, covering occurrences during the contract period, in an amount acceptable to the Owner. The Contractor shall provide proof of such insurance and its carrying of the insurance required under this Agreement shall not be deemed to release the Contractor or in any way diminish its liability otherwise assumed under this Agreement.

7. PERFORMANCE, LABOR AND MATERIALS BONDS/SECURITY. If the contract sum set forth in Paragraph 4 above exceeds \$7,500, the Contractor shall provide performance, labor and material security to the Owner in the amount of the contract sum in one of the permissible forms (either surety bond or other form) set forth in Section 18-2-201, MCA.

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

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

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

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

12. WAIVER. If the Owner does not insist in any instance upon strict compliance with any of the provisions of this agreement, or to exercise any

options provided, such action shall not be construed as a waiver of its right to thereafter require such compliance or to exercise such option.

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

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

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

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

This Agreement is entered into on 08-16-2021
(Date)

OWNER: **BROWNING PUBLIC SCHOOLS**

CONTRACTOR: **Billman's Inc.**

(Signature)


(Signature)

(Printed Name)

Rick Billman -
(Printed Name)

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

WITNESS:

District Clerk