

# **AGENDA for the SPECIAL MEETING OF THE TRUSTEES OF JEFFERSON HIGH SCHOOL DISTRICT # 1**

*Tuesday, February 28, 2023 at 5:00 p.m.  
Jefferson High School Library*

**A. Call to order-Chairperson**

1. Pledge of Allegiance

**B. Approval of Agenda (Action)**

**C. Announcements and Public Comment.** *Please see information printed on the agenda and in the brochure at the entrance to the meeting about speaking to the board during this time.*

**D. New Business (Action)**

1. Jefferson High School Expansion Guaranteed Maximum Price Approval.

**E. Adjournment**

**BOARD CHAIR-APPROVED AGENDA ITEMS ARE DUE TO THE DISTRICT OFFICE BY THE LAST FRIDAY OF THE MONTH PRIOR TO THE BOARD MEETING.**

*All board meetings are generally held in the Jefferson High School Library, on the third Tuesday of each month at 6:30 p.m. (Exceptions often occur in May and August to follow legal requirements.) For updates, call the district office at 225-3740.*

**Announcements and Public Comment.** The board welcomes and encourages public comment and wishes the public comment process to be fair and orderly. Written comments may be submitted to the board through the District Clerk's office. Individuals wishing to address the board at the board meeting must sign in on the sheet provided. The clerk will collect the sheet when the meeting begins. Comments on topics that are on the agenda may be made when the meeting reaches that item's point on the agenda. Comments on non-agenda items may be made during the "Public Comment" agenda item. The Board would like to remind everyone in attendance that to avoid violations of individual rights of privacy, a member of the public wishing to address the Board during this time will not be allowed to make comments that would infringe upon the privacy rights of any student, staff member, or member of the general public during his/her designated time to speak. Abusive or obscene comments will not be allowed. Time allowed for comments may be limited. Individuals will only be called upon twice for the same topic after all persons have been called upon and as time permits. The Board may not respond to and will not act upon non-agenda topics at this meeting but may schedule the topic on the agenda of a subsequent meeting.

**Jefferson High School Board Members**

Dani Morris, Vice-Chair (At-Large 1 position)  
Jenny Genger, (At-Large 2 position)  
Justin Willcut (MT City area position)  
Buster Bullock, (Boulder area position)

Lindsey Graham (Basin area position)  
Cami Robson, Chair (Clancy area position)  
Larry Rasch (At-Large 3 position)

**Mission Statement**

*The Jefferson High School District #1's mission is to provide the best possible education for our youth for whatever path of life they choose; to be the school of choice for students, teachers, and staff; and to be the heart of the communities we serve.*

**Special Board Meeting  
Information  
February 28, 2023  
Guaranteed Maximum Price Approval**

**Approval of Bid from Pioneer Technical Services-** The bid is attached and includes the services of 1) soils and earthwork testing 2) Cast-in-Place Concrete Testing 3) Structural Steel Special Inspection; and 4) Post Installed Anchors. These are costs that are not paid for by the bond. Bid documents are attached.

*Recommended Motion:* Move to approve the bid from Pioneer Technical Services as presented.

**Approval of Bid for Floor Ventilation Upgrades Project-** This is the project that was bid separately because we are using ESSER funds. We received two bids and I've attached the "Certified Bid Tabulation" sheet from SMA.

*Recommended Motion:* Move to approve the award of the bid to Tri-County Mechanical & Engineering for the amount of \$40,312 for the second floor ventilation Upgrades project.

**Building Commissioning Services Bids-** Dick Anderson Construction solicited bids for the Building Commissioning Services. We received bids from Northwest Technical Services, McKinstry, and Elkhorn Commissioning Group (attached). Northwest Technical Services has the lowest estimate at \$23,970, compared to Elkhorn at \$76,140, and McKinstry at \$72,560.

*Recommended Motion:* Move to approve the award of the bid to Northwest Technical Services for the amount of \$23,970 for the building commissioning services.

**Recommendation for award of Bid Packages 01-1 through 32-1-** Attached are the recommended bid awards are recommended by Dick Anderson Construction. As stated in the recommendation letter these were bid out for the Jefferson High School Expansion and Remodel to establish a GPM (Guaranteed Maximum Price) for construction. Also attached is the Guaranteed Maximum Price contract for the chair and superintendent to sign.

*Recommended Motion:* Move to approve the Bid Package Awards as recommended by Dick Anderson Construction for the Jefferson High School Expansion and Remodel.

# Pioneer Technical Services Bid



February 14, 2023

Tim Tholt  
Dick Anderson Construction  
3424 Hwy 12 East  
Helena, MT 59601

## **RE: Jefferson High School Addition**

Dear Mr. Tholt,

The enclosed unit rates and estimate are offered for your review and evaluation. Pioneer Technical Services, Inc. (Pioneer) appreciates the opportunity to submit these rates to provide quality control testing and inspection services on the Jefferson High School Addition project.

The Scope of Services anticipated includes: 1) Soils and Earthwork Testing; 2) Cast-In-Place Concrete Testing; 3) Structural Steel Special Inspection; and 4) Post Installed Anchors. Costs will be dependent on the actual number of trips/time for testing and inspections and the number of samples tested. The project will be staffed from Pioneer's AMRL/CCRL accredited Materials Lab in Helena, Montana. A detailed explanation of these items for each phase of construction has been provided below:

### **Soils and Earthwork Testing**

Pioneer will perform continuous and periodic inspections and density testing as required in the Project Specifications. Certified technicians will perform density testing during site preparation, excavation, backfill, and verification of subgrade materials prior to placement of structural fill. A Pioneer Geotechnical Engineer will evaluate subgrade materials prior to placement of fill for the building.

### **Cast-In-Place Concrete Testing**

Pioneer will perform continuous and periodic inspections as required by project specifications. Compressive strength specimen sampling, air content, slump, and temperature tests will be performed at frequencies defined in the project specifications. Prior to concrete placement Pioneer will provide reinforcement and anchor bolt inspection. Concrete inspections will be performed by an ACI certified technician.

### **Structural Steel Special Inspection**

Pioneer does not have a certified welding inspector on staff. We recommend Dick Anderson Construction/East Helena School District contract with K4 Inspections, Inc. of Huntley, MT or Welding Services Inc. of Butte, MT. to perform the structural steel inspection. Their contact information can be provided.

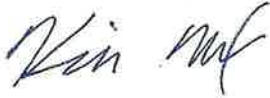
### **Post Installed Anchor Installation**

Pioneer will perform observation of the installation of anchor bolts or hold down anchors using an adhesive or expansion type anchor as specified. The size, depth, spacing and cleanliness of holes to receive the anchors will be monitored along with verification that the Manufacture's specifications for use of adhesives are followed.

We anticipate submittals will be available from the suppliers for the produced materials utilized for the project. We understand that as the project progresses and the Plans and Specifications are amended, our scope of services may change. The quantities listed in our fees are estimates based on the information available to us. Variance in these quantities and associated testing fees may take place due to design changes, additional services, construction schedules, unanticipated conditions, weather, Contractor scheduling, or other factors beyond our control. **This is a time-and-materials estimate.**

Please let us know if you require additional information. We thank you for considering our firm and look forward to working with you on this project.

Sincerely,  
PIONEER TECHNICAL SERVICES, INC.



Kevin Mock  
*Materials Testing Supervisor*

**Fees for the  
Jefferson High School - Helena, MT**

The following estimate of services is based on Pioneer's unit rates for the referenced project. Inspection and testing times are based on historical averages. They will be dependent on the Contractor's schedule of activities and changes in project scope or requirements. **This is a time and material estimate.**

<b>Item</b>		<b>Rate</b>	<b>Totals</b>
<b><u>Soils and Earthwork</u></b>			
On-site Inspection and Reporting by Geotechnical Engineer	8 hours	\$136.00	\$1,088.00
On-site Density Testing	60 hours	\$98.00	\$5,880.00
Half Day Nuclear Densometer Use	15 days	\$45.00	\$675.00
Maximum Laboratory Density (Standard Proctor)	3 each	\$210.00	\$630.00
		<i>Subtotal</i>	<i>\$8,273.00</i>
<b><u>Cast-In-Place Concrete Inspection</u></b>			
Concrete Reinforcement Inspection	15 hours	\$98.00	\$1,470.00
Concrete Placement Inspection	15 hours	\$98.00	\$1,470.00
Field Testing Including: 1.5 hours technician time, air content, slump, temperature, set of 5 compressive strength specimens	25 sets	\$255.00	\$6,375.00
Sample Pick Up	8 hours	\$98.00	\$784.00
Floor Flatness Testing	10 hours	\$98.00	\$980.00
Floor Flatness Equipment fee (per days use)	3 day	\$120.00	\$360.00
		<i>Subtotal</i>	<i>\$11,439.00</i>
<b><u>Structural Steel Special Inspection</u></b>			
Inspection	0 hours	\$0.00	\$0.00
		<i>Subtotal</i>	<i>\$0.00</i>
<b><u>Post Installed Anchors</u></b>			
Onsite Field Inspection During Installation	8 hours	\$98.00	\$784.00
		<i>Subtotal</i>	<i>\$784.00</i>
<b><u>Miscellaneous</u></b>			
Project Management/Report Review	15 hours	\$122.00	\$1,830.00
Report Generation and Distribution	12 hours	\$101.00	\$1,212.00
Mileage (irs rate)	1000 each	\$0.655	\$655.00
Overtime Rate (Outside Core Hours x 1.5)	15 hours	\$147.00	\$2,205.00
		<i>Subtotal</i>	<i>\$5,902.00</i>
		<b>Project Total</b>	<b>\$26,398.00</b>

Second Floor Ventilation Bid Recommendation  
SMA



architecture + design

HELENA

920 Front Street, Suite 101  
Helena, MT 59601  
P: 406.442.4933

BOZEMAN

428 East Mendenhall Street  
Bozeman, MT 59715  
P: 406.219.2216



February 2, 2023

**Erik Wilkerson**  
**Superintendent**  
**Jefferson High School District #1**  
**312 South Mian Street**  
**Boulder, MT 59632**

Mr. Wilkerson,

Based on the results of the February 2, 2023 bid opening for the Jefferson High School 2<sup>nd</sup> Floor Ventilation Upgrades project, SMA Architecture and Design would recommend award of the bid to Tri-County Mechanical & Electrical for the amount of \$40,312. The bid tabulation form is attached for your reference.

If you have any further questions on this matter, please let us know.

Sincerely,

Klint Fisher, AIA, NCARB  
Principal | Helena Director

design ●  
different ●



Jefferson High School 2nd Floor Ventilation Upgrades  
 Bid Date 02/02/2023

3:00 PM

Contractor	Date and Time Received	Bid Bond	Receipt of Addendum #1	Base Bid	Bid Alternate	Total Bid
Montana City Plumbing and Heating	2/2/23 2:37 PM	X	N/A	\$50,315.00	N/A	\$50,315.00
Tri-County Mechanical & Electrical	2/2/23 2:50 PM	X	N/A	\$40,312.00	N/A	\$40,312.00
			N/A		N/A	

# Building Commissioning Services Bids

# Jefferson High School Expansion and Addition Commissioning RFP

January 27, 2023

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Kyle Hertenstein, P.E., CCP



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Northwest Technical Services, LLC  
(406) 274-3927  
NWTS-MT@outlook.com  
www.NWTS-MT.com

January 27, 2023

Jefferson High School  
312 South Main St  
Boulder, MT 59632

RE: Commissioning Services

To whom it may concern:

Northwest Technical Services is excited to present this RFP response for consideration as your partner for commissioning services for the Jefferson High School Expansion and Remodel project.

Northwest Technical Services was founded by Kyle Hertenstein with a mission to provide quality new construction commissioning, retro-commissioning, and existing building commissioning services throughout the northwest region of the United States.

The owner (Kyle Hertenstein) has been performing commissioning in Montana, Wyoming, Idaho, and Washington since 2009 on a variety of projects including K-12 schools and higher education, laboratories, hospitals, data centers, government facilities, and commercial facilities. Northwest Technical Services strives to perform at our best with every project we work on. Our goal is to see a project succeed from concept to completion and beyond.

We hope to join your team and bring the value of Northwest Technical Services commissioning to your project. Please feel free to contact me if you have any questions or need further information.

Best Regards,



Kyle Hertenstein, P.E., CCP  
Certified Commissioning Professional  
Northwest Technical Services  
(406) 274-3927  
NWTS-MT@outlook.com  
www.NWTS-MT.com

## **Qualifications**

Kyle Hertenstein would act as the Lead Commissioning Agent on the project. Kyle has extensive Commissioning expertise with over 14 years of experience on a variety of projects of various sizes and scopes. He has acted as the Lead Commissioning Agent on all the projects he has worked on over the past 12 years. Kyle is qualified as a Professional Engineer (Montana and Wyoming), and a Certified Commissioning Professional (CCP through the BCxA). Kyle also volunteers for the Building Commissioning Certification Board (BCCB). In addition to Commissioning, Kyle has performed energy audits, engineering and design, test and balance (TAB), and building envelope testing.

Kyle Hertenstein is specialized in Commissioning and has been known to be very detail oriented. Most of the projects that he has commissioned has involved testing mechanical and plumbing systems, electrical systems including lighting controls and emergency power, fire and life safety systems, and temperature control systems. Kyle worked for a temperature controls company for 5 years and has a background in basic programming for a variety of systems. He has also witnessed and verified building envelope testing and went to a conference to learn more about building envelope testing. After the conference, Kyle wrote a specification for the commissioning of a building envelope that has been implemented in many projects since.

## Experience

Many of the projects Kyle Hertenstein with Northwest Technical Services has worked on are listed on the resume in the appendix of this proposal. Below is a summary of a few that stood out as applicable to the size and/or scope of this project. During these projects, Kyle served as the Lead Commissioning Agent and Project Manager. He performed the duties that were required for the Commissioning process including some that were LEED projects:



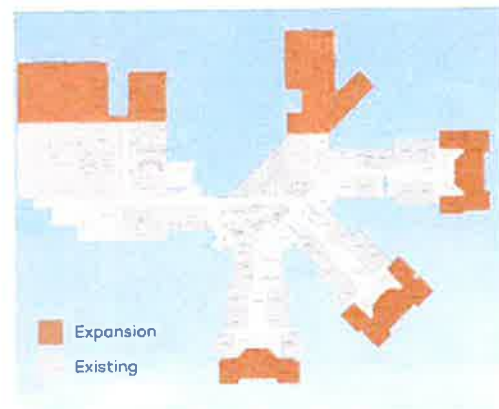
*Women's and Newborn Center –Community Hospital – Missoula, MT (2012)*

The project at the Women's and Newborn Center was approximately 37,000 FT<sup>2</sup> of renovated and new construction space. The basic design of the project was roof top AHU's with VAV boxes, room pressure controls, a new heating hot water system, and exhaust fan systems. The project was phased to ensure hospital operation while the new construction was taking place. Critical room controls were in place to be able to change room pressurization for particulate medical needs. Humidity controls were important for particular areas within the building.



*Sacajawea Middle School - Bozeman Public Schools – Bozeman, MT (2017)*

The project at Sacajawea Middle School was approximately 80,000 FT<sup>2</sup> of renovated and new construction space. The basic design of the project was AHU's with VAV boxes, Variable Volume AHU's, a new boiler heating hot water system, and a new domestic hot water distribution system with booster pumps. The project was phased with different contractors on each phase. This made it crucial to have a Commissioning Agent who could work with various contractors and decipher responsibilities through the phases as well as tie the project together to have a smooth working product.







*Living and Learning Center – Montana Tech – Butte, MT (2018)*

The project at the Living and Learning Center was approximately 100,000 FT<sup>2</sup> of new construction and was also Green Globes project. The multiuse building was used for dormitories on the lower 2 floors and also housed a computer lab, teaching areas, and a dining facility on the 3<sup>rd</sup> floor. The basic design of the project was ERV's with finned tubes for the dormitories, AHU's with VAV's for the offices, a heating hot water system, generator, domestic hot water generation, and air conditioners for data closets. The project had a building envelope test performed which found some issues in the envelope that needed correction before the building would be accepted. A 10-month warranty review of the project showed that the system was continuing to operate smoothly and had virtually no alarms or issues since turnover. The owner was very satisfied that the building operated properly and recognized the value of having a building properly commissioned.





*Story Creek Elementary School – Belgrade School District - Belgrade, MT (2021)*

The Story Creek Elementary School new construction project is approximately 69,000 FT<sup>2</sup>. The school consists of new classrooms, kitchen, gymnasium, and administration office.

All projects required an open mind and the ability to look hard at system design, operation, energy efficiency, optimized control sequences, and troubleshooting. Some even required some redesign to allow the system to operate properly. Northwest Technical Services has the experience and professionalism to help manage and coordinate with subcontractors to achieve a successful project.

## **Approach to Commissioning**

Northwest Technical Service's approach to commissioning is to provide the owner with the reassurance that systems are designed, installed, started up, balanced, and functionally operational per the owner's project requirements (OPR) and the basis of design (BOD). On each job we strive to provide optimal energy savings and functionality of the building with comfort of the occupants in mind. We proceed through the commissioning process with efficiency in procedures in mind. This provides a lower cost to the owner for the services we provide. The variety of projects Kyle has worked on in his career allows him to take on any project from design to completion.

Every project has some level of monitoring system operation associated with it. This can range from looking at trends on the Building Automation System to setting data loggers on electrical panels, pressures, and other points of interest. The histories provide good feedback as to how a system is operating and ways to provide energy savings and make the operator aware of any operational/maintenance items that may need to be further addressed. The level required for each project varies and can be tailored to fit as the owner requires. Kyle has performed some level of monitoring on every project he has worked on. This has varied from functional checkout to Ongoing and Monitoring Based Commissioning for LEED and other organizations for credits.

Having an efficient and optimized design is crucial for a well-functioning building. Kyle Hertenstein has over 14 years of experience evaluating building design and reviewing/optimizing Building Automation System operation. The design review process is a key step to being able to find any issues that may arise with design, control strategy, or system selection. Being able to diagnose potential issues and correct them during the design phase will save money for the Owner and the contractors. If there are sequence of operation issues, they can be corrected at virtually no cost during this phase. Some of the things we look for during design reviews and throughout the Commissioning process are energy efficiency, sizing of systems and equipment, locations for maintenance, system selection, effective control strategies, and missing equipment for proper control.

We intend to test systems from an outward-in approach. This approach tests systems in common spaces first and work our way back to the plant (hydronic) or air handlers (airside) to allow for possible continued testing during building operation without much disruption to the occupants. Critical systems based upon weather and occupancy will also be prioritized as required to ensure operation before occupancy.

Northwest Technical Services communicates regularly throughout the project with the design team and the contractors. We believe clear communication is a staple to a smooth project. Laying out tasks effectively on a project schedule and having regular meetings with contractors keeps the project on schedule and helps identify any issues that may arise during the construction process. We strive to return any missed calls promptly and to not let communication slide. Being responsive to a customer has driven some business for us and believe that we must maintain clear and prompt communication whenever possible. By being

able to communicate with the proper personnel, the project runs smoother and the deliverables are understood more efficiently. We have proven to communicate effectively to engineers, architects, owners, general contractors, and subcontractors to help a project go from concept to fruition.

Clear documentation also helps drive a project forward. Having Observation Logs that are clear and easy to read by breaking the issues down by system has been an effective way to communicate various issues pertaining to specific parts of the building. This helps contractors organize their correction duties more efficiently and save time throughout the project.

## Summary of Scope Proposal

Northwest Technical Services proposes to perform Commissioning Services for the Jefferson High School Expansion and Remodel project. The scope of the work proposed is include the following systems as shown on the 100% CD documents dated 12/22/2022:

### EQUIPMENT/SYSTEM SCOPE

- (2) Air Handling Units
- (1) Heat Recovery Ventilator
- (2) Make Up Air Units (Existing)
- (11) Exhaust Fans
- (17) VAV Boxes
- (4) Unit Ventilators
- (1) Dust Collection System
- (3) Boilers
- (2) Heating Hot Water Pumps
- (3) Boiler Circulator Pumps
- (1) Split System Air Conditioner
- (8) Unit/Cabinet Unit Heaters
- (1) Reheat Coil
- (1) Electric Wall Heater
- Heating Hot Water System
- Building Automation System

Throughout the construction process there are various phases of Commissioning that occur. Each phase has tasks associated with it as described below:

### PRE-CONSTRUCTION PHASE

Tasks:

- Draft and submit Commissioning Plan
- Review controls Sequence of Operations (SOO) and Construction Drawings
- Develop system pre-start, point to point, and functional performance test procedures

### CONSTRUCTION PHASE

Tasks:

- Conduct a Commissioning Kickoff Meeting (assumed with a site visit)
- Conduct site visits and attend meetings as needed (2 site visits budgeted).
- Conduct installation verifications
- Verify start-up activities
- Distribute Cx Field Observation Reports and Maintain Cx Observation Log
- TAB Verification
- Conduct Point-To-Point (PTP) Verification

## ACCEPTANCE PHASE

### Tasks:

- Coordinate and execute System Functional Performance Tests (FPT)
- Assist contractor(s) in resolving issues
- Coordinate and verify proper training
- Draft Commissioning Report

## WARRANTY PHASE

### Tasks:

- Perform off season testing and verification

### Deliverables:

- Commissioning plan
- System FPT Procedures
- Field observation reports
- Commissioning Issues Log
- Commissioning Report, including completed tests
- Design reviews

**Pricing**

Northwest Technical Services charges services based upon the rate table below:

<b>Northwest Technical Service, LLC Standard Rates</b>		<b>\$/hr</b>
Hourly Rate		\$150.00
Materials/Consumables		Cost plus 10%

**Commissioning Services Pricing**

The proposed fee per task is shown in the table below. This includes the whole scope listed above. This is a lump sum fee for the tasks detailed below.

<b>Fee Breakout</b>	<b>Cost</b>
Review the MEP Drawings	\$600
Develop and Maintain a Cx Plan	\$450
Form Creation	\$1,200
Site Visits and Meetings (2 site visits budgeted)	\$1,800
Inspections and Start-Up Verification	\$4,200
Functional Performance Testing	\$8,200
TAB Verification	\$900
Commissioning Report	\$1,200
Backchecking Observation Log	\$1,200
Training Verification	\$900
Seasonal Testing	\$1,200
Travel	\$1,500
Anticipated Expenses	\$620
<b>Total</b>	<b>\$23,970</b>

**Assumptions/Exclusions:**

- TAB verification is to be performed with the TAB contractor.
- Systems will be tested as a complete system rather than individual components.
- Failed system retesting will be limited to 10%. If issues are found that are significant to cause retesting above 10%, this may necessitate additional fees and a Change Order.
- Controls contractor will participate in and (if required) execute the testing of systems as directed by the Commissioning Agent.
- Remote access to the control system will be provided for system testing/review off site.
- Commissioning will be able to be completed during off hours (including nights and weekends) as requested by the Commissioning Agent. We will not request contractors to also work these hours.
- Existing equipment testing will be limited to new devices and controls.

We are excited to have the opportunity to submit this proposal to you and hope you will strongly consider Northwest Technical Services to assist you and the team with this project.

Best Regards,



Kyle Hertenstein, P.E., CCP

Northwest Technical Services  
(406) 274-3927  
NWTS-MT@outlook.com  
www.NWTS-MT.com

Northwest Technical Services is authorized to proceed with the work as defined in this proposal/contract.

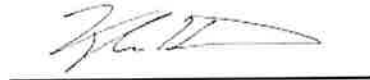
**Purchaser:** Jefferson High School

**Seller:** Northwest Technical Services, LLC

**Signature:**

\_\_\_\_\_

**Signature:**

  
\_\_\_\_\_

**By:**

\_\_\_\_\_

**By:**

Kyle Hertenstein  
\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Title:**

Owner  
\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Date:**

1/27/2023  
\_\_\_\_\_

# PROPOSAL



February 17, 2023

## Project: Jefferson High School Expansion & Remodel

Erik Wilkerson  
Jefferson High School District #1  
312 S. Main St  
Boulder, MT 59632

Elkhorn Commissioning Group is pleased to provide a proposal for the following services:

Provide Commissioning Services through leading commissioning activities including; development or support for development and delivery of a Commissioning Plan, review of factory start-up requirements, development of functional performance tests, providing commissioning reports, complete functional performance tests and development of a summary commissioning report. Commissioning services will be contracted with the owner and testing completed with the contractors.

The following systems will be commissioned:

- New Systems:
  - Condensing Boilers/pumps
  - New AHU for expansion
  - New AHU for existing gym
  - New Glycol feeder
  - New Cabinet Unit Heaters
  - New VAV terminal Units
  - New Dust Collector
  - New Electric Wall Heater
  - New Unit Ventilators
  - New split A/C unit
  - New Exhaust fans
  - New HW Unit Heater
  - New HRV
- Existing systems: Controls upgrades(limited to those contained in 1/13/2023 bid set)
  - Existing MAU's
  - Existing boiler plant
  - Existing multi-zone air handling unit
  - Existing furnaces
  - Existing CUH's



# PROPOSAL



- Existing Unit Ventilators
- Existing Finned Tube
- Existing Exhaust Fans
- Existing HV units
- New Automated Lighting Controls (10% Sampling)
- Verification of TAB (20% Sampling)
- Temperature Control System

## Contractors Responsibilities:

- Attend coordination meetings.
- Complete start-up checklists and manufacturers start up recommendations and documentation.
- Provide system start up requirements to CA prior to actual start up
- Provide trained technicians to perform tests and make appropriate system adjustments for proper operation during commissioning activities.
- Provide tools and instruments for system testing
- Perform tests at the direction of the CA.
- Provide test and balance reports

## Commissioning Authorities Responsibilities:

- Develop and deliver a commissioning plan
- Develop Pre-functional Checklists for use during construction.
- Provide Functional Performance Tests for each piece of Commissioned Equipment.
- Direct commissioning activities and testing.
- Verify test and balance work.
- Provide test result documentation, issues logs, and summary commissioning report
  - Summary commissioning report to include systems descriptions, completed functional tests, issues logs, and any other relevant correspondence.
- Assist with/facilitate training of owner O&M Staff
- Perform opposite season/warranty phase follow up testing/inspections/support

## Commissioning Activities:

- The commissioning authority will provide on-site commissioning inspection during the construction process. The commissioning plan can be presented during this site inspection.
- The CA will develop functional performance test documents.
- Testing will be accomplished using set point adjustments and overrides.
- The CA will provide a Field Report to the owner after each site inspection.
- The CA will provide deficiency reports to the owner after

# PROPOSAL



functional testing is completed. The CA will work with the contractors to correct deficiencies as they are discovered. If the deficiency cannot be corrected at the time of testing, re-testing of the item will be required.

- Provide a Summary Commissioning Report detailing activities, tests and results.

Price to provide commissioning services as outlined in this proposal is:  
Seventy Six Thousand One Hundred Forty Dollars: \$76,140.00

A handwritten signature in black ink, appearing to read "KS", is written over a horizontal line.

Proposed by: \_\_\_\_\_ Date: February 17, 2023

Kevin Smith, CEO

Elkhorn Commissioning Group

[kevin@elkhorncx.com](mailto:kevin@elkhorncx.com)

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_



Jefferson High School District #1  
Expansion & Remodel Project  
**BUILDING COMMISSIONING SERVICES**

BOULDER, MT  
JANUARY 31, 2023



# Cx Services | Expansion & Remodel – Jefferson High School District #1

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January 31, 2023

Erik Wilkerson

Jefferson High School  
312 S Main St,  
Boulder, MT 59632

RE: Expansion & Remodel – Jefferson High School District #1

Dear Erik Wilkerson,

Thank you for the opportunity to provide you a proposal for commissioning services for the upcoming Jefferson High School expansion and remodel project. We have assembled a tremendous team with extensive experience and regional locality to ensure the project is of great success.

As a firm we have had the privilege to design, fabricate, construct, renovate, commission, and operate/maintain facilities ranging from universities, data centers and laboratories, to schools and publicly owned facilities. We are often known for our construction or our mobile service work. However, our 30+ year commissioning department at McKinstry has commissioned facilities on thousands of projects throughout the Inland Northwest and has since grown across the United States.

McKinstry has been in the construction industry long enough (60+ years) to know that the building owner's "lasting impression" of a project is the "lasting impression." McKinstry's commissioning team has played a significant role in helping turnover projects to owners and operators.

Our desire and attitude for excellence starts at design and continues through the construction and turnover phases. Owners feel more prepared and oftentimes lean on our team for support even after substantial completion.

Our commitment is to turn over a facility that the owner is satisfied with and to support a great "lasting impression" of the entire project and project teams. If you have any questions regarding this submittal, please reach out.

Sincerely,



Toby Casarez | Assoc. Account Executive, Technical Services  
509.222.8341 | [tobyc@mckinstry.com](mailto:tobyc@mckinstry.com)

## Firm Information

### ABOUT MCKINSTRY

McKinstry, established in 1960, offers clients a variety of services throughout the lifecycle of their buildings. Through our growth, we have developed collaborative building solutions to ensure occupant comfort, improve systems efficiency, reduce facility operational costs, and optimize resources for a building's entire lifespan. In 1990, we began to provide energy-based retrofits, and we established our Commissioning (Cx) group in 1996, offering Cx services to local government, school districts, higher education campuses, and healthcare clients. McKinstry transitioned that business line to an affiliated company, McKinstry Essention, LLC.

Today, McKinstry Essention is not only a leader in third-party new construction commissioning (NCCx) but also existing building commissioning (EBCx), often referred to as retro-commissioning. Additionally, we offer a wealth of other technical services such as Active Energy Management, Facility condition assessments, master systems integration, measurement and verification services, transition to sustainable operations, and behavior-based energy savings programs.

McKinstry has served as the commissioning authority (CxA) on over 1,000 buildings throughout the United States, comprising more than 150 million square feet. McKinstry uses the commissioning industry's best practices and standards for our approach on all projects (Building Commissioning Association, WSSP, ASHRAE, the California Commissioning Collaborative, and USGBC's LEED Program). Our clients include local and state government, K-12 school districts, higher education institutions, healthcare providers, manufacturing facilities, commercial offices, and data centers. We work with owners, operators, and design teams on complex projects of all sizes and use types.

### MONTANA OPERATIONS

In 2008, McKinstry opened its Montana office. Since then, we have grown to three locations in the state—Missoula, Bozeman, and Billings. Although Montana is a large and diverse state geographically, we understand every McKinstry project counts. Relationships are paramount and can influence business across the entire state. We are excited about continued growth in Montana and look forward to helping organizations achieve their facility and energy goals.

As a team, McKinstry has executed more than \$60M in project work in Montana, serving more than 28 different clients and providing more than 600 jobs to local contractors. We are working across the state to help hospitals, school districts, cities, counties, and universities reduce their

## McKinstry at a Glance

### OUR VISION

Together, building a thriving planet.

### OUR MISSION

Taking responsibility to efficiently develop, engineer, deliver and operate the built environment.

- Established 1960
- 2,000 employees
- 23 offices
- 80+ Professional Engineers
- 85+ LEED® Accredited Professionals

### COMMISSIONING

- 30 years of experience
- 1,000+ Buildings
- 150M+ GSF
- 100+ LEED® Projects
- 65+ Cx Professionals that include the following accreditations:
  - AABC Certified Cx Authority (CxA)
  - NEBB Certification (TAB and Building Commissioning)
  - BCA, CCP, and ACP Certification
  - AEE Certified Building Cx Professional (CBCP)

### TAX INFORMATION

TIN: 46-1563231

### CONTACT INFORMATION

Toby Casarez  
Assoc. Account Executive  
509.222.8341  
TobyC@mckinstry.com

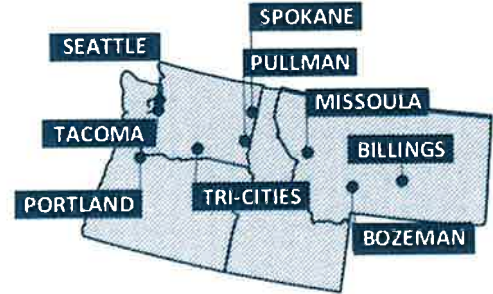
# Cx Services | Expansion & Remodel – Jefferson High School District #1

utilities use through improved facility operations and building system optimization. We are committed to innovation, long-term relationships with our clients, supporting our employees, and creating buildings that are good to their owners, occupants, and the environment.

## Office Locations

Our team in Missoula will be supporting this project.

In the event additional resources are needed beyond our proposed team of individuals, McKinstry has an additional team of 35 commissioning professionals to provide assistance out of our Bozeman, Billings, Spokane, Seattle, and Portland offices. Our teams are flexible and scalable to meet the exact needs of Jefferson High School.



### **MISSOULA**

620 W Addison St.  
Missoula, MT 59801

### **BILLINGS**

The Grand Building  
100 North 27th St, Ste 220  
Billings, MT 59101

### **BOZEMAN**

4135 Valley Commons Dr., Unit A  
Bozeman, MT 59718

### **SPOKANE**

850 E Spokane Falls Blvd, Ste 100  
Spokane, WA 99202

### **SEATTLE**

5005 3rd Ave S  
Seattle, WA 98134

## Relevant Project Experience

### MONTANA EXPERIENCE

#### COLLEGE CLASSROOM BUILDING AT MISSOULA COLLEGE – UNIVERSITY OF MONTANA | MISSOULA, MT

**Location**

Missoula, MT

**Services Provided**

Third-party commissioning for new LEED Classroom/Teaching Lab Building

**Project Dates**

03/2015-11/2018

**Project Size**

125,000 Sq Ft

**PROJECT OVERVIEW**

McKinstry was selected by The University of Montana as the third-party commissioning agent for the new Missoula College Classroom Building. The facility is a 125,000-square-foot LEED Gold classroom and lab building on the U of M campus in Missoula. The facility is home to classroom spaces, administrative offices, laboratory areas, and commercial kitchens.



The building employs active chilled beams for space conditioning with primary air delivered via a 30,000 CFM Heat Recovery Ventilator with no heating coil. Despite the high efficiency of the specified HRV, McKinstry noted during the design review that the absence of a heating coil would likely become problematic – noting that the heating performance of the active beams falls off dramatically if the DAT from the HRV cannot be maintained above 55°. Anomalies during functional testing and remote monitoring revealed that the HRV in fact could not maintain discharge air temps and would often fail into freeze protection mode – i.e. building was left with no air to “activate” the beams.

McKinstry was instrumental in resolving both comfort and mechanical issues throughout the post-occupancy period. The McKinstry team led the effort to have mechanical deficiencies examined and resolved during the warranty period, which resulted in State-directed mechanical additions, including the addition of a heating coil at the primary HRV.

McKinstry also provided operational training for university tradesmen and controls technicians. Additionally, before occupancy, McKinstry developed a LEED compliance plan for temporary heat, and also acted as liaison between occupants and sub-contractors during and post-turnover of the building.

# Cx Services | Expansion & Remodel – Jefferson High School District #1

## BUTTE HIGH SCHOOL | BUTTE SCHOOL DISTRICT

**Location**

Butte, MT

**Services Provided**

Commissioning on multiple ESPC and design/build projects

**Project Dates**

06/2010 – Present (Multiple Phases)

**Project Size**

298,000 sq. ft.

**PROJECT OVERVIEW**

McKinstry’s relationship with Butte High School began back in 2009 with IGA services, resulting in a design to upgrade the annex building’s boiler, leading to increased energy efficiencies and building system performance. In all, the first phase of work was to remove and replace the existing failed annex boiler with two new high-efficiency compact boilers, boiler controls, and an expansion tank, along with extensive renovation work within the boiler room itself.

Over the course of this project and others with the High School, Butte School District has leaned on McKinstry to provide commissioning services on the campus’ mechanical systems including unit vents, ERVs, and controls. Most recently, our team was involved in troubleshooting and providing additional staff training for the Variable Refrigerant Flow system in the High School Annex.



## SACAJAWEA MIDDLE SCHOOL | BOZEMAN PUBLIC SCHOOLS

**Location**

Bozeman, MT

**Services Provided**

Third-party commissioning, new construction

**Project Dates**

2016-4/2018

**Project Size**

146,829 sq. ft

**PROJECT OVERVIEW**

Bozeman School Public Schools passed a 2015 Capital Projects Bond that funded a \$16 million project to expand and renovate the existing Sacajawea Middle School. The existing facility was aging and far exceeding its capacity.

The project added a new eighth-grade wing, enlarged the sixth and seventh-grade wings, created more space for a gym, health enhancement, and music classes, and improved security at the entry to the 20-year-old building. McKinstry was selected as the Commissioning Authority for the project and is leveraging staff from our local Bozeman office to deliver commissioning services for a great local client.





HELLGATE MIDDLE SCHOOL   HELLGATE ELEMENTARY SCHOOL DISTRICT	
<p><b>Location</b> Missoula, MT</p> <p><b>Services Provided</b> Third-party commissioning, new construction</p> <p><b>Project Dates</b> Ongoing</p> <p><b>Project Size</b> 84,000 sq. ft</p>	<p><b>PROJECT OVERVIEW</b></p> <p>Provided commissioning services to Hellgate Elementary School's Building 1 and Building 4 as part of a bond project expansion and renovation. Tasks included pre-construction, construction, and post-construction activities associated with commissioning the newly installed mechanical system and its operation through the existing Building Automation System (BAS).</p> <p>In addition to design reviews, functional testing, and tracking deficiencies, McKinstry also provided training to facility operators post-construction and continues to monitor systems during seasonal changes.</p>



MANHATTAN PUBLIC SCHOOLS   MANHATTAN, MONTANA	
<p><b>Location</b> Manhattan, Montana</p> <p><b>Services Provided</b> Third-party commissioning, new construction</p> <p><b>Project Dates</b> 11/2016 – 2/2019</p> <p><b>Project Size</b> # of Buildings: 2</p>	<p><b>PROJECT OVERVIEW</b></p> <p>Manhattan Public Schools contracted with McKinstry to perform commissioning services on the Middle/High School and Elementary renovation and addition. McKinstry performed a design review, mechanical inspections, start-up verification, point-to-point verification, functional performance testing, training, and project closeout. The project renovated portions of the existing elementary school and built an addition to add a new middle school wing, added more room for administration, a new gymnasium with locker rooms, and a dining area.</p> <p>The project benefited immensely from the commissioning process. There were many designs, installation, start-up, and performance issues that were resolved during the commissioning that helped the overall project benefit. Some of these included a poorly written initial sequence, failure to look at the existing building operation when designing the new addition, and control issues that restricted proper operation. McKinstry also wrote a systems manual for Manhattan Public Schools to update and utilize as they train future staff.</p>



<b>DILLON SCHOOL DISTRICT   DILLON, MONTANA</b>	
<p><b>Location</b> Dillon, MT</p> <p><b>Services Provided</b> Retro-commissioning services</p> <p><b>Project Dates</b> 1/2018- 3/2018</p> <p><b>Project Size</b> 76,300 sq. ft</p>	<p><b>PROJECT OVERVIEW</b></p> <p>McKinstry was contracted by Dillion School District to identify and implement opportunities to improve air quality, comfort, and building system reliability while reducing energy and operational costs.</p> <p>These efforts were achieved through our retro-commissioning services for mechanical systems and controls. McKinstry brought in Core Controls Systems to make some much-needed modifications to the existing controls system. We logged deferred maintenance issues and compared actual conditions against design and construction requirements. We improved the functionality and performance of systems to improve energy efficiency, conducted point-to-point and functional testing, optimized control settings, and resolved system deficiencies at Parkview Elementary, Dillon Middle School, the Administration Bldg./Gymnasium, and the Central Boiler Plant.</p>



## MONTANA CLIENTS

A sample list of our Montana clients includes:

- Belgrade Public Schools
- Bozeman Health Deaconess Hospital
- Bozeman Public Schools
- Butte School District
- Darby School District
- Hamilton School District
- Highwood School District
- Hinsdale School District
- Huntley Project School
- City of Great Falls
- City of Bozeman
- Colstrip Public Schools
- Community Hospital of Anaconda
- Evergreen School District
- Frances Mahon Deaconess Hospital
- Lolo School District
- Manhattan School District
- Marcus Daly Memorial Hospital
- Missoula College
- Montana State University
- Montana Tech
- Opheim School District
- River Front Place
- Sidney Public Schools
- Stockman Bank—Brooks Street
- University of Montana
- West Yellowstone Public Schools

## Client References

### **MISSOULA COLLEGE**

College Classroom Building

Third-party, new construction commissioning services & building envelope commissioning

Katie Dalessio

Director of Fiscal & Personnel Services

(406) 243-7908

[Katie.Dalessio@mso.umt.edu](mailto:Katie.Dalessio@mso.umt.edu)

### **STOCKMAN BANK**

Stockman Bank, Missoula

Third-party, new construction commissioning services

Sam Hould

Facilities and Security Officer

Stockman Bank

(406) 853-6679

[Sam.Hould@StockmanBank.com](mailto:Sam.Hould@StockmanBank.com)

### **MONTANA STATE UNIVERSITY**

Miller Dining Hall

Third-party, new construction commissioning services

Loras O'Toole, PE

University Engineer

Montana State University

(406) 994-7092

[loras@montana.edu](mailto:loras@montana.edu)

### **MANHATTAN PUBLIC SCHOOLS**

Manhattan Middle and High School Additions and Renovations

Third-party, new construction commissioning services

Jeff Blessum

Superintendent

Manhattan Public Schools

(406) 284-6460

[jblessum@mhstingers.org](mailto:jblessum@mhstingers.org)

***Additional references are available upon request. McKinstry has completed hundreds of commissioning projects within the last three years—too many to list. Please contact us for specific project references.***

## Proposed Project Team

### PROJECT TEAM

Garrett Husky, CCP, is proposed as the Commissioning Project Manager and will oversee the commissioning team assigned to the Jefferson High School’s Expansion and Remodel project and will be available for the entire duration of the commissioning process. Garrett will be the point of contact for Jefferson High School and will also lead our local team. Garrett has worked in the commissioning industry across the Inland Northwest for over nine years and earned his Bachelor of Science in Mechanical Engineering from Eastern Washington University. His expertise in commissioning building systems for unique facilities will make him a critical asset to Jefferson High School’s latest project.

Cory Page will report to Garrett Husky and serve as the project’s Senior Commissioning Engineer, and will provide support to Aaron Watson when needed. Aaron will be responsible for the delivery of the project and will act as the “boots on the ground”. He will perform the vast majority of the construction and acceptance phases of the commissioning process, including functional testing, project closeout, and any requested transitional services. Aaron will participate in project integration with Cx Alloy, site inspections, equipment installation verification, and system testing; his experience in the region has resulted in successful projects with satisfied owners.

### COMMISSIONING TEAM & LOCATION

Our proposed commissioning team members for this project are located in Billings, MT (Cory Page), Missoula, MT (Aaron Watson), and Spokane, WA (Garrett Husky). A great value to Jefferson High School is our commissioning team’s access to additional regional commissioning professionals and regional design engineers, as well as another 1,000+ McKinstry building system and energy efficiency experts, making up our full bench of in-house resources.

### CERTIFICATION

Our proposed commissioning team maintains certifications through the Building Commissioning Association (BCxA) and is an active member of the local chapters of the BCxA. McKinstry is a sponsor of BCxA and holds a certificate of a Certified Commissioning Firm. Furthermore, dozens of our employees hold certificates as Certified Commissioning Professionals (CCP) from the organization and are current past members of the BCxA regional and international board of directors.





## **GARRETT HUSKY, C.C.P. | PROJECT MANAGER & LEAD CX ENGINEER**

### **WHY GARRETT?**

- ✓ Garrett is quick to provide aid and solutions to project challenges, regardless of if they fall under his role of responsibilities. You will find him rolling up his sleeves, not pointing fingers. As Lead Commissioning Engineer, Garrett manages a team of commissioning engineers. He oversees the delivery of all projects being delivered in his region and remains involved throughout the commissioning process.

### **EDUCATION**

Eastern Washington University, Bachelor of Science, Mechanical Engineering

### **ACCREDITATIONS**

Certified Commissioning Professional (CCP)

### **AFFILIATIONS**

Building Commissioning Association (BCxA)

### **TENURE**

In the industry since 2014 and with McKinstry since 2014.

### **REFERENCES**

Mike Keenan | Spokane Public Schools 509-354-7145

Jonathan Miller | OAC Services | 509-481-9346

Jerrold Olson | Central Valley School District | 509-558-5480

### **PROJECT EXPERIENCE**

**Emerald Real Estate, University of Washington School of Medicine – Gonzaga University Health Partnership: Spokane, WA** — Provided Cx services to the MEP systems for the new four-story medical school and research facility; \$261,084: 2019-Ongoing

**Schweitzer Mountain Resort—Hotel Humbird & Ski Hut: Sandpoint, ID** — Provided third-party new construction Cx for the resort's newest hotel.; \$54,410: 2021-Ongoing

**Washington State University, Global Animal Health BSL-3 Lab Building: Pullman, WA** - Third-Party new construction commissioning and Transitional Services. \$261,435: 2019-2021

**Spokane Public Library: Spokane, WA** — Performing third-party Cx services on the renovations, expansion, and newly constructed libraries resulting from a \$77M approved the bond measure.; \$156,200: 2019- Ongoing

**Central Valley School District, Riverbend Elementary School: Spokane, WA** — Provided technical support and third-party new construction commissioning services to the mechanical, domestic hot water, and lighting systems at the newly constructed 51,408 sq ft elementary school. \$56,775: 2017-2019

**Walla Walla County Jail Energy Improvement Project: Wenatchee, WA** — Commissioned the upgraded air handlers, exhaust fans, pumps, chiller, and new DDC control system associated with the project. Assisted the owner in diagnosing and resolving several existing issues.; \$32,820: 2017-Ongoing





## CORY PAGE | SENIOR CX ENGINEER

### WHY CORY?

- ✓ Cory possesses vast experience in mechanical and electrical systems. He has served as a project manager for a mechanical contractor, as well as worked as a building automation technician, programming control systems and servicing the entire building automation system. He also has experience as a factory authorized start-up technician for boilers, chillers, and many other types of HVAC equipment. More recently Cory worked as a Test and Balance contractor. This unique blend of experience has enabled Cory to gain diverse knowledge in many engineering practices. He is familiar with traditional project delivery and Construction Management at Risk (CMAR), as well as design-build methods. Cory's knowledge and experience enable him to be part of McKinstry's Technical Services team that is committed to offering sustainable services

### EDUCATION

Certificate in Computer Operations, North Dakota State College of Science, 1991

Certificate in Plumbing, North Dakota State College of Science, 1991

### TENURE

Cory has worked in the construction/consulting services industry for over 30 years. He has worked as a plumber, BAS controls technician, commissions and design firm, and test and balance contractor. He is a recent addition to McKinstry.

### REGISTRATIONS

Commissioning Process Technical Service Provider (CxTS)

Journeyman Plumber

Low-Pressure Boiler Operator

Universal Certification in Refrigeration

NEBB Certified Technician (TAB CT)

### PROJECT EXPERIENCE

**Montana Public Schools Existing Building Commissioning for 6 School Districts, State of Montana**

**Montana State University Billings Multiple Projects, Billings, MT**

- Science Building Commissioning
- Energy Studies and Retro-Commissioning Assessments, Multiple Buildings

**Montana State University Wilson Hall Commissioning, Bozeman, MT**

**Boys and Girls Club of Red Lodge Commissioning, Red Lodge, MT – LEED-NC Platinum**

**Yellowstone Club Condo 309 Commissioning, Big Sky, MT**

**Yellowstone Club Warren Miller Lodge Commissioning Authority, Lodge and Condominium Project, Big Sky, MT**

**US Army Corps of Engineers Land Port of Entry (LPOE) New Customs and Border Protection Facility, Multiple Locations**

**US Department of Homeland Security Port of Entry New Customs and Border Protection Facility, Multiple Locations**

**State of Montana Fish, Wildlife and Parks, State of Montana, Energy Studies for Multiple Existing Hatcheries, Multiple Locations**

**Yellowstone County Jail Retro-Commissioning, Billings, MT**



## AARON WATSON | CX ENGINEER

### WHY AARON?

- ✓ Aaron brings a comprehensive knowledge of HVAC and hydronic system that allows him to locate and help resolve system deficiencies, this provides the client with reduced energy consumption and increased occupant comfort. Aaron is motivated to bring innovative solutions to the team and improve building operations.

### PROJECT EXPERIENCE

**McCone County Health Center; Circle, MT**—Served as Cx Technician for this EPC project consisting of the replacement of existing coal boilers with new propane boilers. Aaron also performed retro-commissioning on the remaining systems and building automation system; 2022

**Sidney Public Schools; Sidney, MT**—Served as Cx Technician providing Cx services on EPC project consisting of HVAC and controls system upgrades; 2021

**Box Elder Public Schools/Box Elder Public Schools** – Served as Cx Technician on 81,400 sq. ft. existing building renovation including HVAC, boiler, and controls upgrades. Design-Build master planning for a 60,000 sq. ft. building expansion including the gymnasium, kitchen cafeteria renovation, and classroom spaces; 2020

**Florence Public Schools; Florence, MT**- Provided third-party commissioning services for the mechanical, domestic hot water, and lighting systems at the K-12 remodel and addition.

## TOBY CASAREZ | ASSOC. ACCOUNT EXECUTIVE

### WHY TOBY?

- ✓ Toby has experience in commissioning, facility operations, and maintenance planning.
- ✓ Toby is able to bring new ideas and solutions to clients that not only achieve excellent ROI, but solutions that are also easily adopted and maintained by facility staff.

### PROJECT EXPERIENCE

- Wapato School District
- City of Hamilton Volunteer Fire Department
- Ellensburg School District
- Liberty School District
- Othello School District
- West Valley Church

### EDUCATION

Montana State University,  
Earth Sciences

### TENURE

Aaron has worked in the industry since 2019 and with McKinstry since 2020.



### EDUCATION

Evangel University, Bachelor  
of Science in Business  
Management

### TENURE

In the industry since 2021  
and has worked for  
McKinstry for over a year.

## Commissioning Issue Management & Technology Aids

### WEB-BASED CX PLATFORM—CXALLOY

McKinstry utilizes advanced technologies to improve collaboration throughout the commissioning project and achieve substantial time savings. CxAlloy is one such technology. All documentation and communication are posted and stored on the platform. Data can then be easily exported and provided to our clients, the general contractor, subcontractors, and owner-team.



McKinstry's use of the Cx Alloy Commissioning Management Software enables expedited project commissioning and closeout. Utilizing mobile devices, the team builds the commissioning report as the project progresses, eliminating the need to edit and compile information once all the fieldwork is complete. Our team is well-versed in scheduling various components with the proper representatives to complete a comprehensive project closeout. In addition to the transition of the systems from construction to the facility operations team.

### Real-Time Updates

Real-time status visibility and automatic notifications keep everyone on the same page on a dashboard, accessible to all project team members, track progress, and provides an interactive workspace for managing documentation. The team is empowered to make informed decisions without delays due to unavailable information both in the field and in meetings. When no internet is available, CxAlloy allows data to be uploaded offline and synced when back online.



### Field-Friendly

CxAlloy is Cx Software Built for the Field. Field observations, checklists, and photos are accessed and uploaded while on the job site via phone or tablet. Walkthroughs have data available as they take place.



### Customizable & Tailored Reports

Not every project is the same. McKinstry works with clients to create custom workflows, templates, priorities, reports, and much more. Starting with defined defaults, the parameters of the CxAlloy data will be configured based on the commissioning specifications as well as any design parameters provided by the client.

CxAlloy has enhanced filtering and sorting capabilities. This allows McKinstry to build custom reports quickly and easily. Embedded documents, internal links, and automatically generated bookmarks provide clients with easy-to access reports for each system (electrical, mechanical, lighting, envelope, etc.) or by search parameters such as overdue items or prioritized completion dates.



### Dynamic Dashboard

While McKinstry will have all the project data incorporated into CxAlloy for the team's use, what is important to each team member will vary. With the option of a customizable dashboard, each team member can determine what they want to see when they are reviewing the commissioning progress.



## Commissioning Scope of Work

This proposal is based on the most up to date set of mechanical drawings sent to us by Dick Anderson Construction as of 1/24/2023.

### PRE-CONSTRUCTION PHASE

- Develop a commissioning plan that includes:
  - Narrative description of activities that will be accomplished during each phase of commissioning, including personnel intended to accomplish each of the activities
  - Define the roles and responsibilities of Commissioning provider, contracting team, owner, operators, architect, and engineers
  - Develop a commissioning schedule with milestones and durations for integration into master construction schedule with activities to include at a minimum:
    - System pre-start, startup activates
    - Testing and balancing
    - Functional testing
    - Integrated system testing
    - Reporting and supporting documentation
    - Training
  - A project specific list of equipment, appliances, or system to be tested, and a description of the tests to be performed
  - Indicate conditions under which the test will be performed
  - Measurable criteria for performance evaluation
- If requested, coordinate with the design team for development of a project specification Section 01 91 13 General Requirements for Building Commissioning and subsequent sub-section references (Divisions 22, 23, & 26) to ensure alignment with the commissioning plan
- Review contractor submittals applicable to systems being commissioned for compliance with design intent.
  - This review will be concurrent with A/E reviews and submitted to the design team and owner

### CONSTRUCTION PHASE

- Schedule and lead the commissioning kick-off meeting along with progress commissioning meetings throughout construction
  - We anticipate (1) Kickoff meeting and approximately (15) weekly meetings leading up to and through functional performance testing
- Lead the construction commissioning process, coordinating the commissioning activities with the contracting, and design teams
- Develop the Pre-Start, and Functional Testing Documentation leveraging Cx Alloy
- Coordinate and lead the Controls Integration Meeting to ensure all parties are bought into the proposed building automation system sequences of operation and to align expectations of system operation upon project delivery
- Conduct site walks prior to equipment startup to monitor installation and progress
  - We anticipate (4) site visits for installation inspections prior to equipment startup
- Provide detailed site reports at appropriate stages of construction via Cx Alloy
- Review the contractor-completed pre-start and start-up reports prior to equipment startup

# Cx Services | Expansion & Remodel – Jefferson High School District #1

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- Witness selected equipment start up and factory testing (boilers and air handlers)
- Track deficiencies in an orderly manner on a deficiency log via Cx Alloy so that the general contractor can work to resolve issues
- A review of the Test and Balance (TAB) preliminary report by a NEBB Certified TAB Technician, and document deficiencies for review by the design and construction teams
- Direct the execution of the functional performance and integrated system test plans

## **TURNOVER PHASE**

- Review the O&M to be provided to the owner
- Participate in owner training of mechanical equipment and building automation system
- Provide consulting assistance with resolving Deficiency Log issues
- Provide a Commissioning Executive Summary (Final Report)
- Provide results of functional performance tests
- Provide a summary of all deficiencies found during testing, including details of corrective measures used or proposed
- Participate in the 11 month warranty walk with the contractor and owner, providing a seasonal review of system operation

## **SYSTEMS INCLUDED IN THE SCOPE OF WORK**

- HVAC System and Controls
- Domestic Hot Water (Mechanical equipment)

## **TIMELINE AND STAFFING**

McKinstry will initiate this scope of work immediately upon of proposal acceptance and assign a dedicated Commissioning Engineer to act as your single point of contact.

## **OWNER RESPONSIBILITIES**

- Jefferson High School District #1 shall provide access to all relevant construction documentation to McKinstry in a timely manner
- Jefferson High School District #1 shall provide names of project personnel, consultants, and contractors that shall be involved in the commissioning process
- If possible, provide remote access to building automation system and allow McKinstry to automatically export data

## **ASSUMPTIONS**

- All commissioning activities will be completed by the end of 2024
- Failed system retesting will be limited to the 10% budgeted.
- Work will be executed during normal business hours (6AM – 4PM, M-F)
- Real-time building systems data collection is only possible if the building automation system supports this functionality
- If applicable, remote access to the building automation system and IT network will be available
- If applicable, building an automation system will automatically record and export trending information

# Cx Services | Expansion & Remodel – Jefferson High School District #1

- All associated information, including deliverables, will become the property of Jefferson High School District #1 upon completion of the project

## Project Pricing

### Not-to-Exceed Pricing

JEFFERSON HIGH SCHOOL DISTRICT #1	NTE FEE
Commissioning Services	\$72,560

Accepted by:

Jefferson High School District #1

Name: Erik Wilkerson

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

McKinstry Essention, LLC

Name: Toby Casarez

  
\_\_\_\_\_

Signature

\_\_\_\_\_

Date

## Terms and Conditions

### PERFORMANCE OF WORK

McKinstry shall perform the scope of work (“Work”) specified herein. McKinstry shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Customer shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for McKinstry to perform any and all aspects of the Work.

### PAYMENTS

Customer shall pay McKinstry the compensation specified herein (“Price”) for the value of Work that McKinstry has completed, as the Work is completed. Customer shall pay McKinstry within fifteen (15) days of receiving an invoice. McKinstry will be entitled to interest at the rate of 1.5 percent per month on all sums overdue and unpaid from the date due.

### WARRANTIES

Customer shall receive a one (1) year warranty that covers labor and materials provided by McKinstry as part of the Work. This warranty commences on the date that the portion of the Work warranted is substantially complete. However, McKinstry makes no warranty whatsoever regarding components of the Work provided by third parties, and in such case the terms of the third party’s warranty, including manufacturers’ warranties, if any, shall apply between Customer and the third party. The warranties in this section are exclusive and in lieu of all other warranties, whether express or implied.

### TERMINATION

Either Party may terminate this agreement upon fifteen (15) days written notice to the other Party. In such case, the rights and obligations of each Party that arose prior to the termination date shall survive such termination.

### DISPUTES

In case of dispute between the Parties, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation, and the Parties have not agreed to extend such date, then the Parties shall pursue mediation. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, then either Party may pursue arbitration. No litigation will be commenced by either Party unless all of the foregoing steps have been pursued to completion.

### CHOICE OF LAW, VENUE

The validity, interpretation, and performance of this agreement shall be governed by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.

### FORCE MAJEURE

Neither McKinstry nor Customer shall be considered in breach of this agreement to the extent that the Party’s performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire, earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism. Notwithstanding any other provision(s) of this or any related agreement(s), if McKinstry’s work is delayed, disrupted, suspended, or otherwise impacted as a direct or indirect result of COVID-19 (coronavirus), including, but not limited to, by (1) disruptions to material and/or equipment supply; (2) illness of McKinstry’s workforce and/or unavailability of labor; (3) government quarantines, closures, or other mandates, restrictions, and/or directives; (4) owner or contractor restrictions and/or directives; and/or (5) fulfillment of McKinstry’s contractual or legal health and safety obligations associated with COVID-19; then, McKinstry shall be entitled to a

# Cx Services | Expansion & Remodel – Jefferson High School District #1

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reasonable equitable adjustment to its scope, schedule, duration, and price to account for such delays, disruptions, suspensions, and impacts.

## **INTELLECTUAL PROPERTY**

Intellectual property provided by McKinstry to Customer as part of the Work are instruments of service owned by McKinstry and are not “work made for hire” as such term is defined under U.S. copyright law. When the Work is performed to completion, McKinstry grants to Customer a limited license to use the Intellectual Property to operate, maintain, renovate, and manage the subject matter of the Work.

## **DAMAGES LIMITATION**

Neither party shall be liable to the other party for any consequential, indirect, special, incidental, exemplary, or similar, damages or losses, including loss of profits, arising out of or relating to this agreement, whether based in contract or tort or any other theory, even if a party has been advised of the possibility of such damages. Furthermore, the total aggregate liability of either party, under any theory, is limited to the agreement price.

## **INDEMNIFICATION**

McKinstry shall indemnify and hold harmless Customer from and against all third-party claims, damages, losses and expenses for bodily injury, sickness, disease, or death or destruction of tangible property, directly arising from McKinstry’s performance of the Work, but only to the extent caused by the negligent acts or omissions of McKinstry.

## **SEVERABILITY, SURVIVAL**

If any portion of this agreement shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the agreement shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties’ intentions.

## **AMENDMENT**


This agreement may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

## **COMPLETE AGREEMENT**

This agreement, including the exhibits attached hereto, is a fully integrated agreement. Any legal terms and conditions appearing elsewhere in this agreement shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing numbered list. All previous agreements between McKinstry and Customer as to the Work are superseded by this agreement.

# Cx Services | Expansion & Remodel - Jefferson High School District #1

## Evidence of Insurance



MCKICO-01 DREDDY

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
1/27/2022


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

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

<b>PRODUCER</b> Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	<b>CONTACT NAME</b> PHONE (425) 489-4500 FAX (425) 485-8489 E-MAIL: now.info@hubinternational.com ADDRESS:																					
<b>INSURED</b> McKinstry Essention, LLC PO Box 24567 Seattle, WA 98124-0557	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>INSURER #</th> <th>AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C:</td> <td>Steadfast Insurance Company</td> <td>26387</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER #	AFFORDING COVERAGE	NAIC #	INSURER A:	The Travelers Indemnity Company	25658	INSURER B:	Travelers Property Casualty Company of America	25674	INSURER C:	Steadfast Insurance Company	26387	INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																						

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY FUND CLAIMS.						
INSURANCE TYPE	TYPE OF INSURANCE	ADD. INSUR. (IND. W/O)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA Stop Gap (LIMIT APPROPRIATE LIMIT VALUES PER POLICY) <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> OCCUR <input type="checkbox"/> OTHER		VTC2K-CO-5643B901-IND-22	1/31/2022	1/31/2023	EACH OCCURRENCE: 2,000,000 CLAIMS TO REMAIN: 300,000 MED. EXPENSE (IND. POLICY): 10,000 PERSONAL & AUTO AUTO: 2,000,000 GENERAL AGGREGATE: 4,000,000 PRODUCTS/COMPOUND: 4,000,000 UMBRELLA/EXCESS LIMIT: 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> NON-AUTO <input type="checkbox"/> OWNED AUTO <input type="checkbox"/> HIRED AUTO <input type="checkbox"/> OTHER		VTC2J-CAP-5643B913-TIL-22	1/31/2022	1/31/2023	UMBRELLA/EXCESS LIMIT: 2,000,000 MED. EXPENSE (IND. POLICY): 10,000 PRODUCTS/COMPOUND: 4,000,000 UMBRELLA/EXCESS LIMIT: 2,000,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE (SEE POLICY FOR RETENTION) 10,000		CUP-3K990429-22-25	1/31/2022	1/31/2023	EACH OCCURRENCE: 10,000,000 AGGREGATE: 10,000,000 UMBRELLA/EXCESS LIMIT: 2,000,000
A	WORKER'S COMPENSATION AND EMPLOYER LIABILITY (MANDATORY IN NH) (SEE POLICY FOR RETENTION)	Y/N N/A	VTC2K-CO-5643B901-IND-22	1/31/2022	1/31/2023	EACH OCCURRENCE: 1,000,000 UMBRELLA/EXCESS LIMIT: 2,000,000
C	Pollution incl MOLD		EOC6738794-09	1/31/2022	1/31/2023	OCC/AGG: 10,000,000
C	Professional Liab		EOC6738794-09	1/31/2022	1/31/2023	OCC/AGG: 10,000,000

DESCRIPTION OF OPERATION(S), LOCATION(S), VEHICLES (ACORD 101, Additional Remarks: Schedule, may be attached if more copies result):  
 RE: Evidence of Insurance

<b>CERTIFICATE HOLDER</b> Evidence of Insurance (MCKESS)	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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# Dick Anderson Recommendation Letter and Contract



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**DICK ANDERSON CONSTRUCTION, INC.**

3424 HIGHWAY 12 EAST, HELENA, MT 59601 PHONE (406) 443-3225 FAX (406) 443-1537  
4610 TRI-HILL FRONTAGE RD, GREAT FALLS, MT 59404 PHONE (406) 761-8707 FAX (406) 761-3134  
4498 JACKRABBIT LANE, BOZEMAN, MT 59718 PHONE (406) 586-0889 FAX (406) 586-0453

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February 28, 2023

Jefferson High School District #1  
Superintendent  
312 S. Main Street  
Boulder, MT 59632

Attn: Erik Wilkerson

RE: Jefferson High School Expansion & Remodel

Mr. Wilkerson,

The following letter is regarding our recommendation for award of Bid Packages 01-1 through 32-1 that were bid out as Jefferson High School Expansion and Remodel to establish a GMP (Guaranteed Maximum Price) for construction of the Jefferson High School Project. Bids received were based on the project plans & specifications dated 1/13/2023 as issued by SMA Architecture as well as addendum 1, 2, and 3.

Bids were opened for the Jefferson High School Expansion and Remodel project – Bid Packages 01-1 through 32-1 at 3:00 p.m. February 22, 2023. As your Construction Manager we recommend the following awards.

We recommend awarding Bid Package #02-1 - Selective Demolition, to Dick Anderson Construction from Helena, MT at their bid price of \$166,000.00. They were the only responsive bidder for this bid package and their bid was within budget. Another bid from Gruber Excavation was included under this bid package number but should have been applied to bid package 02-2 Sitework.

We recommend awarding Bid Package #02-2 - Sitework, Building Excavation & Backfill, Utilities, and Site Concrete to Gruber Excavating from East Helena, MT at their revised bid price of \$447,119.00. Out of the two bids received they were the lowest responsible bidder after adding in the additional bid price that was included under Bid Package 02-1 Selective Demolition.

We recommend awarding Bid Package #03-1 - Building Foundation, Concrete Shear Walls, Slab-on-Grade, and Elevated Slabs to Arco Builders, Inc from Helena, MT at their



bid price of \$320,342.00. Out of three bids received they were the lowest responsible bidder and upon review of their bid they have included a complete scope of work.

We recommend awarding Bid Package #03-2 - Concrete Polishing to Central MT Coatings, LLC from Great Falls, MT at their bid price of \$112,000.00. Out of the four bids received they were the lowest responsible bidder who included a complete scope of work. Two other bids were received lower than Central MT but after review did not have the complete package of the work required and would not be low after revising their bid.

We recommend awarding Bid Package #04-1 – Masonry to Gruber Masonry from Clancy, MT at their bid price of \$56,650.00. Out of two bids received they were the lowest responsible bidder and upon review of their bid they have included a complete scope of work.

We recommend awarding Bid Package #05-1 – Structural Steel and Erection to our pre-selected structural steel supplier True North Steel at their guaranteed maximum price of \$1,151,425.00. Upon review of their final bid it appears they have adhered to the predetermined and agreed upon wage rates and markups in preparation of their guaranteed maximum price and the bid is below budget.

We recommend awarding Bid Package #06-1 – Rough Carpentry, to Dick Anderson Construction from Helena, MT at their bid price of \$141,00.00. They were the only responsive bidder and the bid is within budget.

We recommend awarding Bid Package #06-2 – Architectural Casework, to Moderne Cabinets out of Great Falls, MT at their bid price of \$249,210.00. Out of the three bids received they were the lowest responsive bidder.

We recommend awarding Bid Package #07-1 – Building Insulation, to Pappas Insulation out of Helena, MT at their bid price of \$50,800.00. Out of the three bids received they were the lowest responsive bidder.

We recommend awarding Bid Package #07-2 – Metal Siding and Soffits, to Dick Anderson Construction from Helena, MT at their bid price of \$192,000.00. Out of two bids received they were the lowest responsible bidder and upon review of their bid they have included a complete scope of work.

We recommend awarding Bid Package #07-3 – Roofing, to Baker and Sons Roofing Inc from East Helena, MT at their bid price of \$313,194. Out of two bids received they were the lowest responsible bidder and upon review of their bid they have included a complete scope of work.

We recommend awarding Bid Package #08-1 – Frames, Doors and Hardware, to Dick Anderson Construction from Helena, MT at their bid price of \$210,000.00. They were the only responsive bidder for this bid package and their bid was within budget.

We recommend awarding Bid Package #08-2 – Exterior/Interior Windows, Storefronts, and Entrances, to Frontline Glass out of Helena, MT at their bid price of \$189,639.00. Out of the three bids received they were the lowest responsive bidder.

We recommend awarding Bid Package #09-1 – Metal Wall Framing and Wall Sheathing and Bid Package #09-2-Gypsum Board Hang and Tape to DSI Construction from Missoula, MT at their bid price of \$996,525.00. Out of the two bids received they were the lowest responsive bidder.

We recommend awarding Bid Package #09-3 – Paint and Wall Coverings to New Age Painting, LLC from East Helena, MT at their bid price of \$138,075.00. Out of the two bids received they were the lowest responsive bidder.

We recommend awarding Bid Package #09-4 – Flooring & Tile, to Harrington Flooring out of Butte, MT at their bid price of \$149,000.00. Out of the three bids received they were the lowest responsive bidder.

We recommend awarding Bid Package #09-5 – Acoustic Ceilings and Sound Absorption, to Just Rite Acoustics from Black Eagle, MT at their bid price of \$161,084.00. They were the only responsive bidder for this bid package and their bid was within budget.

We recommend awarding Bid Package #10-1 – Specialties, to Dick Anderson Construction from Helena, MT at their bid price of \$226,000.00. They were the only responsive bidder for this bid package and their bid was within budget.

We recommend awarding Bid Package #12-1 – Window Coverings, to Shades Unlimited from Missoula, MT at their bid price of \$17,768.00. Out of the two bids received they were the lowest responsive bidder.

We recommend awarding Bid Package #14-1 - Elevator & Lifts, to Gallatin Valley Elevator from Manhattan, MT at their bid price of \$105,313.00. Out of the three bids received they were the lowest responsive bidder. We recommend rejecting the bids for the wheel chair lift and carry an allowance for to certify the GMP and let this work at a later date.

We recommend awarding Bid Package #21-1 – Fire Sprinkler Complete, to Sprink MT from Helena, MT at their bid price of \$155,910.00. Out of the two bids received they were the lowest responsive bidder.

We recommend awarding Bid Package #22-1 – Plumbing Complete, to Montana City Plumbing & Heating Inc out of Montana City, MT at their bid price of \$1,086,180.00. Out of the three bids received they were the lowest responsive bidder.

We recommend awarding Bid Package #23-1 – Heating, Ventilation, & Air Conditioning Complete, to Merit Mechanical out of Helena, MT at their bid price of \$1,616,624.00. Out of the three bids received they were the lowest responsive bidder. Due to the size of the contract, the amount of work that the subcontractor has under contract, and importance of this work to the project this subcontractor will be required to provide a performance and payment bond.

We recommend awarding Bid Package #26-1 – Electrical, Communications, & Electronic Safety & Security, to 406 Electric out of Helena, MT at their bid price of \$1,330,568.00. Out of the four bids received they were the lowest responsive bidder. Due to the size of the contract, the amount of work that the subcontractor has under contract, and importance of this work to the project this subcontractor will be required to provide a performance and payment bond.

We recommend awarding Bid Package #32-1 – Landscape and Irrigation, to Advanced Lawn Care from Missoula, MT at their bid price of \$66,90500. Out of the two bids received they were the lowest responsive bidder.

As set forth in the Contract Documents for this work, we are acting as Construction Manager for the Jefferson High School District #1. Please see attached for summary of costs that include the Bid Package Award Recommendations above for use to establish the GMP. It is critical to the project schedule to get these Bid Packages awarded and contracts underway to be able to commence construction on April 3rd, 2023 or when weather will allow. As such we recommend an amendment to our contract be made per the attached amounts so that contracts can be awarded and work can proceed. Please notify us by 2/28/23 if the Jefferson High School District #1 would like to pursue any other options other than listed in our recommendations and we will address accordingly.

Sincerely,



Tim Tholt  
Project Manager



DICK ANDERSON  
CONSTRUCTION

**Jefferson High School Addition & Renovation 2/28/2023 BASE BID COST SUMMARY**

Description	Cost	Bond	Notes
GC & FIXED GC/CM COSTS	\$780,108.00		Testing By Owner. Commissioning By Owner.
STATE BLDG PERMIT	\$44,985.00		Asbestos Abatement by Owner.
BID PACKAGE #01-1 - Final Cleaning	\$34,000.00		No Bids. Allowance Number
BID PACKAGE #02-1 - Demolition	\$133,000.00		
BID PACKAGE #02-2 - Sitework	\$429,311.00		
BID PACKAGE #03-1 - Building Foundation	\$320,342.00		
BID PACKAGE #03-2 - Concrete Polishing	\$100,750.00		
BID PACKAGE #04-1 - Masonry	\$56,650.00		
BID PACKAGE #05-1 - Structural Steel	\$1,139,535.00		
BID PACKAGE #06-1 - Rough Carpentry	\$121,000.00		
BID PACKAGE #06-2 - Architectural Casework	\$194,810.00		
BID PACKAGE #07-1 - Building Insulation	\$45,900.00		
BID PACKAGE #07-2 - Metal Siding & Soffits	\$167,000.00		
BID PACKAGE #07-3 - Roofing	\$257,700.00		
BID PACKAGE #08-1 - Doors and Hardware	\$145,000.00		
BID PACKAGE #08-2 - Windows	\$189,639.00		
BID PACKAGE #09-1 - Metal Wall Framing	\$864,350.00		Combined Number with #09-2
BID PACKAGE #09-2 - Gypsum Board Hang/Tape			
BID PACKAGE #09-3 - Paint	\$129,150.00		
BID PACKAGE #09-4 - Flooring & Tile	\$146,500.00		
BID PACKAGE #09-5 - Acoustic Ceilings	\$155,700.00		
BID PACKAGE #10-1 - Specialties	\$210,000.00		
BID PACKAGE #12-1 - Window Coverings	\$17,768.00		
BID PACKAGE #14-1 - Elevator & Lift	\$105,313.00		
BID PACKAGE #21-1 - Fire Sprinkler	\$155,910.00		
BID PACKAGE #22-1 - Plumbing Complete	\$982,510.00		
BID PACKAGE #23-1 - HVAC Complete	\$1,026,824.00	x	
BID PACKAGE #26-1 - Electrical Complete	\$1,017,130.00	x	
BID PACKAGE #32-1 - Landscape and Irrigation	\$66,905.00		
ALLOWANCE-Wheel Chair Lift	\$92,868.00		
<b>SUBTOTAL</b>	<b>\$9,130,658.00</b>		
GC/CM CONTINGENCY @ 5%	\$415,278.25		
<b>SUBTOTAL</b>	<b>\$9,545,936.25</b>		
CMAR Overhead & Profit @ 5%	\$477,296.81		
Bonds and Insurance @ 1.85%	\$185,429.81		
Gross Receipts Tax 1%	\$102,086.63		
<b>GRAND TOTAL TO DATE</b>	<b>\$10,310,749.50</b>		
<b>PROJECT ALTERNATES</b>			
Alternate #1-CTE Renovation & Addition	\$1,302,843.00		
Alternate #2-Plastic Laminate & MDF Wall Protection	\$51,500.00		
Alternate #3-Video Surveillance	\$64,404.00		
Alternate #4-Access Control System	\$10,612.00		
Alternate #5-Category 6 Cable			
Alternate #6-AHU Condensing Unit	\$88,060.00		
<b>SUBTOTAL</b>	<b>\$1,517,419.00</b>		
Contractor Contingency 5%	\$75,870.95		
CMAR Overhead & Profit @ 5%	\$79,664.50		
Bonds and Insurance @ 1.85%	\$30,949.66		
Gross Receipts Tax 1%	\$17,039.04		
<b>TOTAL ALTERNATES</b>	<b>\$1,720,943.15</b>		
<b>TOTAL BASE BID PLUS ALTERNATES</b>	<b>\$12,031,692.65</b>		

# DRAFT AIA® Document A133® - 2019

## Exhibit A

### Guaranteed Maximum Price Amendment

This Amendment dated the «28 » day of «February » in the year «2023 », is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the «06 » day of « May » in the year «2022 » (the "Agreement")  
(In words, indicate day, month, and year.)

for the following **PROJECT**:  
(Name and address or location)

«22-001 Jefferson High School Expansion & Remodel»  
312 South Main  
Boulder, MT 59632  
« »

**THE OWNER:**  
(Name, legal status, and address)

«Jefferson High School District #1  
PO Box 838  
Boulder, MT 59632 »« »  
« »

**THE CONSTRUCTION MANAGER:**  
(Name, legal status, and address)

«Dick Anderson Construction, Inc.  
3424 Hwy 12 East  
Helena, MT 59601 »« »  
« »

#### TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

#### ARTICLE A.1 GUARANTEED MAXIMUM PRICE

##### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction

#### 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.

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

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Twelve million, thirty one thousand, six hundred ninety two and sixty five cents » (\$ « \$12,031,692.65 »), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

«See Exhibit A Cost Summary dated 2/28/2023 »

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
See Exhibit A Cost Summary dated 2/28/2023	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
See Exhibit A Cost Summary dated 2/28/2023		

§ A.1.1.6 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[  ] The date of execution of this Amendment.

[  ] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

« »

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

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

**§ A.2.3 Substantial Completion**

**§ A.2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:  
*(Check one of the following boxes and complete the necessary information.)*

[ « » ] Not later than « » ( « » ) calendar days from the date of commencement of the Work.

[ «X » ] By the following date: « August 30, 2024 »

**§ A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

**§ A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

**§ A.3.1** The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

**§ A.3.1.1** The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

**§ A.3.1.2** The following Specifications:  
*(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)*

Specifications from SMA Architecture dated 1/13.2023 and addendum 1, 2, and 3 « »

Section	Title	Date	Pages

**§ A.3.1.3** The following Drawings:  
*(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)*

Drawings from SMA Architecture dated 1/13.2023 and addendum 1, 2, and 3 »

Number	Title	Date

**§ A.3.1.4** The Sustainability Plan, if any:  
*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

Title	Date	Pages



Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

Item	Price
See Exhibit A Cost Summary dated 2/28/2023	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
(Identify each assumption and clarification.)

« »

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

« »

**ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

« »

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

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

« »  
\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

« »  
\_\_\_\_\_  
(Printed name and title)