

PO Box 775 Driggs, ID 83422
Ph: 208 228 5923 Fax: 208 354 2250

Megan K. Christiansen, Ed. S.
Superintendent
mchristiansen@d401.k12.id.us
(208) 360-4836

TETON SCHOOL DISTRICT #401

Contractual Agreement with West Fork Construction LLC

THIS AGREEMENT entered into between Teton School District #401, hereby known as the District, having a principal place of business at 481 N. Main Street, Driggs, Idaho, and West Fork Construction LLC, hereby known as the Contractor.

The following service(s) requested: Teton High School Consumer Science Renovations

Dates of service: Contract is through August 30, 2026

Scope of service, hours and days of service: As agreed upon with TSD Maintenance Director Cody Kunz

School Location: Teton High School

Contracted fee: Per 2025 Teton High School HVAC Renovations Bid Form (attached), \$280,100, as reviewed, accepted, and approved at the March 8 school board meeting.


Contractor requirements attached hereto are made a part of this contract.

The parties agree that the Contractor is solely responsible for all costs and expenses incurred in connection with the performance of those services described in this agreement unless noted above.

1. The Contractor agrees to the scope of work as in the bid form.
2. The Contractor will invoice TSD on a regular basis.
3. The District will provide keys and access to the building to be returned upon termination of this contract.
4. The Contractor further agrees to provide the District the following:
 - a. Assurance that all work will be performed and inspected in accordance with the highest professional standard;

- b. Verification all employees who come into contact with the student have been subject to a criminal background check as required by Idaho Code 33-130 and have been determined to not have a criminal history inconsistent with working with children.
5. TSD will provide any additional materials needed as agreed upon with the Maintenance Director.
6. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Teton School District 401 on behalf of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to services performed hereunder for federal or state tax purposes. CONTRACTOR understands that it is responsible to pay, according to law, its income tax. The contractor agrees that as an independent contractor it is not eligible for district benefits of any kind.
7. With reasonable cause, either party may terminate this Agreement effective immediately upon the giving of written notice of termination with cause. Reasonable cause shall include, without limitation: a) material violation of this Agreement; b) any act exposing the other party to liability to others for personal injury or property damage; c) cancellation of the subject event; d) any circumstance beyond the control of either party.
8. Contractor shall be solely liable for any losses or damages resulting from performance of any of the services covered by this Agreement. Contractor shall indemnify and hold harmless the District from any liability, including, but not limited to, cost, expenses, and attorney fees, resulting from Contractor's performance of the services provided under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names by their proper officials pursuant to approval of their respective boards on this 7th day of April, 2025.



Teton School District 401 Superintendent

John Kinnard, Managing Partner, West Fork Construction, LLC