

OFFICIAL AGENDA
TUESDAY August 27, 2024
Meeting Start Time: 9:30 a.m.
Board of County Commissioners
Yellowstone County, Montana
Stillwater Building
316 N. 26th Street, Room 3108
Billings, MT
9:15 a.m. Agenda Setting

Pledge to the Flag: Moment of Silence: Minutes

REGULAR AGENDA

9:30 a.m. RECOGNITION

Lesley Sanchez	Clerk&Recorder/Surveyor	40 Years of Service
Richard Hoffman	Sheriff Coroner	20 Years of Service
William Kimmerle	Facilities	10 Years of Service

9:30 a.m. PUBLIC HEARING

- a. Resolution 24-59 Adopting Fiscal Year 2024-2025 Budget and Setting Special District Levies
- b. Resolution 24-123 to Amend FY24 Regular Budget, and Amend FY24 and FY25 Grant Budgets for Federal and State Grants

9:30 a.m. ZONE CHANGE PUBLIC HEARINGS

County Zone Change 725 – 406 Johnson Lane – Rural Residential 3 (RR3) to General Commercial (C3) - A zone change request from Rural Residential 3 (RR3) to General Commercial (C3), on the eastern 500 feet of S1/2S1/2SE1/4 (10 acres total) of Section 3, Township 1 North, Range 27 East. A pre-application neighborhood meeting was held on June 25, 2024, at the Lockwood Fire Station. Tax ID: D06595

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

1. **FINANCE**

Resolution 24-134 Fiscal Year 2024-2025 Rural Special Improvement Maintenance District Assessment

CLAIMS

CONSENT AGENDA

1. **COUNTY ATTORNEY**

- a. Engagement Agreement with McFarland Molloy & Duerk
- b. Jail Based Pilot Program- MOU Mental Health Center
- c. Jail Based Pilot Program - MOU Alternatives

2. **ELECTIONS**

Document Retention -- 2020 Election Documents

3. **FINANCE**

- a. MACO Property and Casualty Agent Appointment and Agreement
- b. Youth Services Contract with Cushing Terrell for Emergency Generator
- c. Metra ARPA Infrastructure South Expo Lot Invitation for Bid
- d. MetraPark Invitation for Bid for Outdoor Arena Seating Bleachers

4. **SHERIFF**

YCSO-Shepherd Schools SRO Agreement for 2024-2025 School Year

5. **HUMAN RESOURCES**

PERSONNEL ACTION REPORTS - Detention Facility - 1 Appointment; **Finance** - 1 Appointment; **Sheriff's Office** - 1 Termination;

FILE ITEMS

PUBLIC COMMENTS ON COUNTY BUSINESS

B.O.C.C. Regular

Meeting Date: 08/27/2024

Title: August Recognition

Submitted By: Amy Mills

TOPIC:

Lesley Sanchez Clerk&Recorder/Surveyor 40 Years of Service

Richard Hoffman Sheriff Coroner 20 Years of Service

William Kimmerle Facilities 10 Years of Service

BACKGROUND:

na

RECOMMENDED ACTION:

na

B.O.C.C. Regular

a.

Meeting Date: 08/27/2024

Title: Resolution 24-59 Adopting Fiscal Year 2024-2025 Budget and Setting Special District Levies

Submitted For: Jennifer Jones, Finance Director

Submitted By: Jennifer Jones, Finance Director

TOPIC:

Resolution 24-59 Adopting Fiscal Year 2024-2025 Budget and Setting Special District Levies

BACKGROUND:

This is the first of two public hearings.

RECOMMENDED ACTION:

Approve.

Attachments

FY25 Resolution

RESOLUTION No. 24-59

**A RESOLUTION ADOPTING THE FINAL OPERATING BUDGET AND SETTING APPROPRIATION AUTHORITY
FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025**

WHEREAS, Section 7-6-4030, MCA, provides that the governing body shall adopt the final budget by resolution. The resolution must:

- (a) Authorize appropriations to defray the expenses or liabilities for the fiscal year;
- (b) Establish legal spending limits at the level of detail in the resolution; and
- (c) Include any increase in property taxes, including an increase authorized under 15-10-420(1) and the amount by which property taxes will increase on homes valued at \$100,000, \$300,000 and \$600,000.

WHEREAS, Section 7-6-4020 requires that a preliminary annual operating budget must be prepared for the local government; and

WHEREAS, Section 7-6-4021 requires that the governing body shall cause a notice of public hearing on the preliminary or amended budget to be published, and

WHEREAS, Section 7-6-4024, provides that the governing body must hold a public hearing in accordance with the notice given pursuant to 7-6-4021; and

WHEREAS, Board of County Commissioners has received levy requests from its County Cemetery and Fire districts' trustees requesting mill levies to fund their operations, and

WHEREAS, The Board of County Commissioners opened a public hearing on June 24, 2024 to remain open until September 3, 2024. Residents of the County are allowed to express their concerns about the proposed budget; and

WHEREAS, The Board of County Commissioners has reviewed the proposed budget, received the estimated ending cash balances for all county funds, made changes to the budget as deemed necessary following the public hearings and from input by elected officials and department heads, and computed the estimated taxes, fees and assessments needed to fund the fiscal year 2025 budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Yellowstone County that;

The final budget after any amendments to the preliminary budget and after considering any public comment is adopted.

This resolution authorizes;

- (a) Appropriations to defray the expenses or liabilities for the fiscal year
- (b) It sets the legal spending limits at the county fund level. Fund level detail is stated in the formal budget document and established in the County's accounting system.
- (c) An increase in countywide mills (5.88) on property taxes based on 15-10-420, permissive and/or voted levies of \$7.94, \$23.82 and \$47.64, respectively for a home valued at \$100,000, \$300,000 and \$600,000 is included in this fiscal year budget.

IT IS FURTHER RESOLVED by the Board of County Commissioners of Yellowstone County, Montana that the mill levies as shown in Attachment A for the County Fire districts as required by MCA 7-33-2109 and Cemetery districts as required by MCA 7-35-2131 are established.

All such provisions of this Resolution shall be controlled and limited by Montana state law. Should any provisions of this resolution conflict with Montana state law, the applicable law shall control. The remainder of the resolution will not be impacted nor invalidated by any such conflict.

The effective date of this resolution is July 1, 2024, even if the resolution is adopted after that date.

PASSED AND ADOPTED by the Board of County Commissioners of Yellowstone County, Montana this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA
ATTEST:

(SEAL)

John Ostlund, Chairman

Jeff Martin, Clerk and Recorder

Mark Morse, Member

Donald W. Jones, Member

B.O.C.C. Regular

b.

Meeting Date: 08/27/2024

Title: Resolution to Amend FY24 Regular Budget and amend FY24 and FY25 Grant Budgets

Submitted For: Jennifer Jones, Finance Director

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Resolution 24-123 to Amend FY24 Regular Budget, and Amend FY24 and FY25 Grant Budgets for Federal and State Grants

BACKGROUND:

Annual resolution for FY24 regular and grant budgets and FY25 initial grant budget.

RECOMMENDED ACTION:

Approve

Attachments

FY24 reg/grant

RESOLUTION NO. 24-123

Amend FY24 Regular Budget, and Amend FY24 and FY25 Grant Budgets for Federal and State Grants

WHEREAS, Yellowstone County has completed FY24 operations and desires to amend the FY24 budget for the effective administration and management of County operations; and,

WHEREAS, Yellowstone County has received new Federal or State grant funds, and has received amendments to previously awarded grants; and,

WHEREAS, the Board of County Commissioners has under Section 7-6-4006(4), Montana Code Annotated the authority to amend the budget after public notification and public hearings at regularly scheduled meetings;

NOW, THEREFORE BE IT HEREBY RESOLVED by the Board of County Commissioners of Yellowstone County, Montana that the attached FY24 regular budget amendments, shown in attachment A, and FY24 grant budget amendments, shown in attachment B, be amended into the FY 2023-2024 budget effective immediately, and

BE IT ALSO RESOLVED, that the attached FY25 grant budget amendments, shown in attachment C, be amended into the FY 24-25 budget effective immediately, and

DATED this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

(SEAL)
ATTEST:

John Ostlund, Chairman

Jeff Martin, Clerk and Recorder

Mark Morse, Member

Donald W. Jones, Member

ATTACHMENT A - RESOLUTION #24-123
FY24 FINAL BUDGET TRANSFERS & AMENDMENTS

DEPT		Description		INTRAFUND TRANSFERS		Explanation	
DEPT	Description	TRANSFER TO	AMOUNT	TRANSFER FROM	Description		
Drug/FortSheff/Delect	Expense of Investigation	2390.131.420140.292	9,000	2390.428.420140.370	Travel	New Fairtable Shanno guidelines	
Youth Service Center	Training	2399.235.420250.380	7,000	2399.235.420250.850	Contingency	Additional training for new employees	
Youth Service Center	Capital Equipment	2399.235.420250.940	12,000	2399.235.420250.850	Contingency	Workstations and food service equipment	
Youth Service Center	Food	2399.235.420250.223	16,500	2399.235.420250.111	Salaries (\$5,000)	Food, electronic monitoring and additional training	
Youth Service Center	Equipment Rent	2399.235.420250.533	16,000	2399.235.420250.399	Youth Supervision (\$2,000)	needed to close out FY24.	
Youth Service Center	Training	2399.235.420250.390	500	2399.235.420250.399	Repairs/Maint (\$11,000)		
				2399.235.420250.399	Contract Services (\$1,000)		
				2399.235.420250.920	Capital Equipment (\$8,000)		
				2399.235.420250.850	Contingency (\$8,000)		
CIP- Road	Capital Equipment	4050.599.430210.940	1,190,000	4050.599.430210.830	Land Improvement	Motor graders	
Meira- Accounting	Software	5810.558.460442.368	1,900	5810.558.460442.360	Training	Quickbooks	
Treasurer	Office Supply	1000.113.410540.210	5,600	1000.113.410540.940	Capital Equipment	Laptops were less expensive than anticipated	
Technology	Technology	6060.608.500800.345	20,000	6060.608.500800.850	Contingency	Spvclass	
Sheriff Admin	Salaries	2300.130.420110.111	41,500	2300.132.420150.111	Sheriff Patrol Salaries	Termination payout for retirement	
Meira- Concessions	Temp Salaries	5810.558.460442.112	16,000	5810.551.460442.850	Meira Contingency	To cover more events and a vacancy	
Meira- Production	Public Relations/Commo	5810.554.460442.336	45,000	5810.551.460442.850	Meira Contingency	OVS contract	
Laurel Planning	Contract Services	2255.408.41100.397	16	2255.000.335240.000	Entitlement	Rec'd more in entitlement than budgeted	
Predatory Animal	Contract Services	2150.604.440690.397	16	2150.000.311020.000	Personal Property Revenue	Rec'd more in personal property rev than budgeted	
Soil Conservation	Contract Services	2384.411.480100.398	370	2384.000.311010.000	Real Property Revenue	Rec'd more in real property rev than budgeted	
Health Ins Levy	Transfers to other funds	2371.601.521000.820	132,800	2371.000.311040.000	Net Proceeds	Rec'd more in net proceeds than expected	
Public Works- Road	Transfer to CIP	2110.401.521000.829	1,875,000	2110.401.430200.399	Other Contracted Services	Savings in other contracted services to move to CIP	
Public Safety-MH	Contract Services	2272.199.440400.397	251,600	2272.199.440400.399	Contract Jail Services (\$123,000)	Savings in other budgeted accounts and	
				2272.199.440400.398	Other Contract Services (\$100,000)	based on recommendation from Substance	
				2272.199.440400.851	Protest Tax Contingency (\$28,600)	Abusee Comrad Coalition	
Totals				3,631,802			

DEPT		Description		EXPENDITURE BUDGET INCREASES (DECREASES)		Explanation	
DEPT	Description	Account	AMOUNT	Account	AMOUNT		
Public Works-Bridge	Transfer to CIP	2130.402.521000.929	750,000			Savings in other budgeted accounts, receipt of grants allows us to transfer some reserves to Bridge CIP	
Totals				750,000			

DEPT		Description		REVENUE BUDGET INCREASES (DECREASES)		Explanation	
DEPT	Description	Account	AMOUNT	Account	AMOUNT		
Totals				0			

NOTE: Budget hearings were held 1/29/24 that included amendments from original FY24 budget and were formally approved by BOCC action on 2/6/24. See resolution 24-02.

ATTACHMENT B RESOLUTION NUMBER 24-123 FY24 FINAL GRANT AMENDMENTS

Grant Name	Grant Number	File #	Period	Revenue		Expenditure	
				Amount	Budget Line	Budget Line	Amount
2023 JAG GRANT Program	O-BJA-2023-171908	SH75	7/28/23 - 9/30/26	20,611	2916.331192	2916.132.420190.220	11,611
BWA ARPA Main Canal Rehabilitation Project	AC-22-0194	ES84	7/1/22 - 6/30/24	(120,000)	2865.365003	2865.000.480200.397	(120,000)
CDBG West Billings Neighborhood Plan Update	MT-CDBG-PL-22-02	CD10	6/1/23 - 3/31/25	(75,000)	2940.365058	2940.246.470314.397	(75,000)
Emergency Watershed Protection Program (EWPP) Proj 5044 Flood Recovery	NR230325XXXXC0003	ES86	4/5/23-7/31/24	(189,425)	2958.365009	2958.431200.930	(189,425)
Volunteer Fire Capacity Grant	VFC-24-560	ES89		(1,778)	2957.365056	2957.125.420660.791	(1,778)
CWPP Update Grant	ACTF-24-006	ES90	4/1/24-7/31/25	75,000	2957.334121	2957.124.420603.398	75,000
MDA Special Weed Grant	MDA Special 2024	WE57		7,500	2840.334253	2840.401.431120.398	7,500
MDA Special Weed Grant		WE57				2840.401.431120.398	(7,500)
MDA Special Weed Grant		WE57				2840.403.431120.398	7,500
Heart Jail Grant	23-102-74018-0	SH72	7/1/22 - 6/30/24	30,000	2915.136.420233.304	2915.136.420233.304	30,000
Heart Jail Grant	23-102-74018-0	SH72	7/1/22 - 6/30/24	(30,000)	2915.136.420233.398	2915.136.420233.398	(30,000)
Heart Jail Grant	23-102-74018-0	SH72	7/1/22 - 6/30/24	(404,983)	2915.331012	2915.136.420233.398	(97,612)
HEART - STATE SUDMH FUNDS				307,371	2915.334251	2915.331017	97,612
HEART - SUPTRS (CFDA 93.959) & MHBG ARPA (CFDA 93.958)				97,612	2915.331017	2915.136.420232.398	97,612
Heart Jail Grant				(1)	2915.331012		
Heart Jail Grant				1	2915.334251		
High Visibility Traffic Enforcement HTS		SH76	3/1/24-9/30/24	8,500	2955.331175	2955.277.420192.120	8,500
Emergency Watershed Protection Program (EWPP) Proj 5044 Flood Recovery	NR230325XXXXC0003	ES86	4/5/23-7/31/24	94,688	2958.331000	2958.431200.930	94,688
Emergency Watershed Protection Program (EWPP) Proj 5044 Flood Recovery	NR230325XXXXC0003	ES86	4/5/23-7/31/24	(94,688)	2958.331000		
Lockwood Old Hardin Rd Sidewalks	TAS6(113) - UFN 10433	MSC34	4/16/24-4/16/24	1,043,143	2955.331150	2955.423.430262.930	1,204,831
Worden-Ballantine W&S District ARPA MAG	AM-22-0063	MSC35		2,897,191	2866.331117		
FEMA-4655-DR-MT Presidential Declaration, 2022 Flooding	Proj 679313	ES91		(2,837,191)	2866.334992		
Crisis Diversion Grant	23-101-74116-0	MSC32	7/1/23 - 6/30/24	51,219	2130-331113	2130-402-430244-932	59,220
					2894.334104	2894.199.440003.397	51,219

GRAND TOTALS \$ 1,135,366 \$ 1,135,366

**ATTACHMENT C
RESOLUTION NUMBER 24-123
FY25 INITIAL GRANT AMENDMENTS**

Grant Name	Grant Number	File #	Period	Amount	Revenue		Expenditure		Amount
					Budget Line	Amount	Budget Line	Amount	
Victim Witness Program (VOCA) - Year 1	25-V01-2005	AT39	7/1/24-6/30/25	124,974	2915.331265	2915.279.420011.114	2915.279.420011.114	159,645	
				39,911	2915.365034	2915.279.420011.220	2915.279.420011.220	5,240	
CDBG West Billings Neighborhood Plan Update	MT-CDBG-PL-22-02	CD10	6/1/23 - 3/31/25	17,275	2940.331034	2940.246.470314.397	2940.246.470314.397	17,275	
Election Security Grant - State Homeland Sec	23HSYLLSTN - EMW-2023-SS-0059	ES88	10/1/23 - 9/30/24	250,000	2927.331112	2927.124.420401.940	2927.124.420401.940	250,000	
CWPP Update Grant	ACTF-24-006	ES90	4/1/24-7/31/25	75,000	2957.334121	2957.124.420603.398	2957.124.420603.398	75,000	
Lockwood Old Hardin Rd Sidewalks	TA56(113) - UPN 10433	MSC34	4/16/24-4/16/24	1,038,442	2955.331150	2955.423.430262.930	2955.423.430262.930	1,199,402	
				160,960	2955.365059			160,960	
Worden-Ballantine W&S District ARPA MAG	AM-22-0063	MSC35		2,837,191	2866.331117	2866.480200.398	2866.480200.398	2,837,191	
2023 JAG GRANT Program	O-BJA-2023-171908	SHT5	7/28/23 - 9/30/26	10,912	2916.331192	2916.132.420130.220	2916.132.420130.220	1,912	
						2916.132.420130.360	2916.132.420130.360	1,000	
						2916.132.420130.940	2916.132.420130.940	8,000	
High Visibility Traffic Enforcement HTS		SHT6	3/1/24-9/30/24	8,500	2955.331175	2955.277.420192.120	2955.277.420192.120	8,500	
BLM Invasive and Noxious Plant Management	L22ACC00416	WE53	8/26/22-8/25/27	15,014	2840.331232	2840.403.431145.222	2840.403.431145.222	15,014	
MDA Special County Weed	MDA Special 2024	WE57		7,500	2840.334253	2840.403.431120.398	2840.403.431120.398	7,500	

GRAND TOTALS

4,585,679

4,585,679

B.O.C.C. Regular

Meeting Date: 08/27/2024

SUBJECT: County Zone Change 725- 406 Johnson Lane.

THROUGH: Tate Johnson

FROM: Karen Husman

TOPIC

County Zone Change 725 – 406 Johnson Lane – Rural Residential 3 (RR3) to General Commercial (C3) - A zone change request from Rural Residential 3 (RR3) to General Commercial (C3), on the eastern 500 feet of S1/2S1/2SE1/4 (10 acres total) of Section 3, Township 1 North, Range 27 East. A pre-application neighborhood meeting was held on June 25, 2024, at the Lockwood Fire Station. Tax ID: D06595

REQUEST

A zone change request from Rural Residential 3 (RR3) to General Commercial (C3), on the eastern 500 feet of S1/2S1/2SE1/4 -406 Johnson Lane.

RECOMMENDATION

The Zoning Commission Recommends approval of the requested zone change and adoption of the findings of the 11 criteria.

APPLICATION DATA

OWNER: Christos & Tammi Vlahos

AGENT: Jeff Wolschlager, A-Line Drafting

LEGAL DESCRIPTION: S1/2S1/2SE1/4 (approximate 10 acres total) of Section 30, Township 1 North, Range 27 East

ADDRESS: 406 Johnson Lane

CURRENT ZONING: RR3

EXISTING LAND USE: Residential and Commercial

PROPOSED USE: Same

SIZE OF PARCEL: Approximately 10 acres, rezoned area is the property's eastern 500 feet adjacent to Johnson Lane.

CONCURRENT APPLICATIONS

None.

APPLICABLE ZONING HISTORY

See Attachments.

SURROUNDING LAND USE & ZONING

NORTH: Zoning: RMH & N4

Land Use: Emerald View Mobile Home Park & Single Family Residential

SOUTH: Zoning: RR3 & N4

Land Use: Single Family Residential with Ag & Single Family Residential

EAST: Zoning: AG

Land Use: AG

WEST: Zoning: RR3

Land Use: Single Family Residential with Ag

BACKGROUND

This is a zone change request to change the zoning designation of Rural Residential 3 (RR3) to General Commercial (C3) for the eastern 500 feet of a 10 acre not surveyed property located at 406 Johnson Lane. The 2016 Lockwood Growth Policy indicates this area of Johnson Lane to have the proposed future land use of "Town Center-Multi-use Zone." Town Center- Multi-Use is defined as a main street style center surrounded by a range of housing options that support and sustain, both fiscally and socially, the community investments in schools, public water and sewer, transportation, recreation, and public safety while providing economic opportunities. The proposed C3, General Commercial, adjacent to Johnson Lane supports a range of land uses such as, construction of lodging facilities, retail stores, business and personal services, offices, medical facilities, and other commercial uses. These allowable uses are comparable to the Town Center - Multi Use type outlined in the growth policy. The continuation of existing RR3 allows for the range of housing styles outlined and is compatible with adjacent agricultural and rural residential uses in the areas.

This zone change request seeks to rezone a parcel previously used by North Coast Cure, which received approval in 2022 from the Yellowstone County Attorney's office to operate as a marijuana business at 406 Johnson Lane. On October 24, 2023, the Yellowstone County Board of County Commissioners passed Resolution No. 23-116. This resolution allows marijuana providers who received compliance letters from the Yellowstone County Attorney's Office in 2022, despite not complying with interim and permanent zoning regulations, to continue operating at their locations until October 3, 2024. After this deadline, businesses must conform to zoning regulations. This one-year "sunset" period applies to six locations within the 4.5-mile Yellowstone County zoning jurisdiction, including 406 Johnson Lane. Currently, North Coast Cure has opted not to continue operating a marijuana business at this location. The plan is to develop the eastern 500 feet adjacent to Johnson Lane of the approximate 10 acre parcel for commercial business.

Traffic on Johnson Lane and Old Hardin Road is monitored by the Planning Division's Transportation Planning staff. The latest data shows approximately 3,500 vehicle trips per day on Johnson Lane, south of Old Hardin Road, based on a three-year rolling average. Old Hardin Road experiences significantly higher daily traffic. The completion of the new bridge at the north end of Johnson Lane over the Yellowstone River and the future connection to Highway 312 and Main Street are expected to increase traffic around the Johnson Lane interchange. A complete reconstruction of the interchange, proposed as a \$45 million federal, state, and local project, is scheduled for 2028 as part of the Long Range Transportation Plan for the metropolitan planning area of Yellowstone County. This section of Lockwood is anticipated to see increased traffic and demand for urban-level services over the next 10 years.

Planning staff has reviewed the application, the zoning history of the surrounding area, the Lockwood Growth Policy and transportation improvements planned for this area and recommended approval of the zone change to the Zoning Commission.

The Yellowstone County Zoning Commission conducted a public hearing on August 12, 2024. During the meeting, planning staff evaluated the application against the eleven criteria for zone changes in the County, delivered a concise presentation, and recommended approval to the Zoning Commission. The Zoning Commission concurred with the staff's assessment of the eleven review criteria and voted 3-0 to recommend approval to the Board of County Commissioners.

SUMMARY

Prior to making a decision, the Board of County Commissioners shall consider the findings of the 11 review criteria:

PROPOSED DETERMINATIONS

1. Is the new zoning designed in accordance with the Growth Policy?

- The proposed zoning aligns with the following goals of the Lockwood Growth Policy and area plans:

- Provide ongoing assessment of land use and zoning to guide future development.
- Consider commercial retail and services appropriate in areas along principal and minor arterials, as well as areas designated for commercial land uses.

This zone change supports a plan that is consistent with the Preferred Land Use Map in the Lockwood Growth Policy. The proposed rezoning of the eastern 500 feet adjacent to Johnson Lane to C3, General Commercial, supports the Lockwood Growth Policy designation of Town Center-Multi Use. The C3 zone is designed to accommodate a variety of commercial uses, including all types of lodging, restaurants, retail stores, business and personal services, medical offices, banks, and other professional offices. Additionally, the designation of C3 complies with the goals of the growth policy to allow for commercial along principal and minor arterials. Johnson Lane is designated as a principal arterial. Development within the proposed C3 zone will be buffered from residential areas in accordance with the County's landscaping code requirements.

2. Is the new zoning designed to secure from fire and other danger?

The subject property is currently served by the Lockwood Fire Department with mutual aid from the Billings Fire Department. The property has an existing residential approach from Johnson Lane, a principal arterial street. Any new commercial development will have access to Johnson Lane. Any new commercial development will be required coordinate with Yellowstone County Public Works regarding any required improvements to the approach associated with commercial approach standards. Any new commercial development should be designed following International Building Code and provide adequate ingress and egress to the property for emergency vehicles. The property is served by the Lockwood Water District. There is an existing fire hydrant across the street at 425 Johnson Lane. The fire department may require additional fire suppression with any new development of the property. The existing and proposed zoning requires building separations, setbacks, and height limits that should provide security from fire or other public safety emergencies. Additionally, the proposed zoning designation of C3 regulates site and structure requirements, ensuring minimum separation distances to ensure security from fire and other dangers.

3. Will the new zoning facilitate the provision of transportation, water, sewerage, schools, parks and other public requirements?

Transportation: Development under the new zoning may increase traffic on Johnson Lane, a principal arterial street. The level of traffic increase will be dependent on the type of new use or uses proposed. Should the property be subdivided, the need for a traffic impact study would be triggered at 300 trips per day or 50 or more peak-hour trips. Johnson Lane may need improvements to accommodate additional commercial traffic. Johnson Lane carries about 3,500 vehicle trips per day south of Old Hardin Road. Ten years ago, the same section of Johnson Lane carried 2,500 vehicle trips per day. Most of this increase occurred between 2020 and 2021.

Water and Sewerage: The property is within the Lockwood Water and Sewer District. Water and Sewer needs will be evaluated at the time of any new development. The type of development may be limited to the capacity the Lockwood Water & Sewer district can provide.

Schools and Parks: The proposed zoning of C3 for the eastern 500 feet of the property would likely have no impact for Lockwood Schools. The C3 Zone does not allow residential uses.

Fire and Police: The subject property is serviced by the Lockwood Fire District and the Yellowstone County Sheriff's Department. Fire suppression requirements will be evaluated at the time of any new development.

4. Will the new zoning promote health and general welfare?

The new zoning will allow new development in an area identified 7 years ago as part of the new Lockwood Town Center area that will include commercial and mixed uses and a variety of housing choices for existing and new Lockwood residents. The potential for new development will require to submit a zoning compliance permit application. Site design and associated impacts are required to follow International Building Code, Zoning Regulations, Lockwood Water and Sewer District requirements and DEQ Stormwater requirements. Development within the proposed C3 zone will be buffered from

residential areas in accordance with the County's landscaping code requirements within the zoning code. These design requirements should promote the health and general welfare of the area.

5. Will the new zoning provide adequate light and air?

The proposed zoning entails specific regulations concerning minimum setbacks, maximum building heights, and maximum lot coverage. These stipulations are designed to ensure sufficient light and air access to both the subject property and neighboring properties. Given that the property is already developed, any new construction will adhere to the mandated setbacks, lot coverage, and building heights, thereby promoting the provision of adequate light and air.

6. Will the new zoning affect motorized and non-motorized transportation?

The proposed zoning itself will not generate more traffic. Any new use on the property may generate additional traffic on Johnson Lane. The impact of the new traffic will be evaluated at the time of development. Johnson Lane is slated to have pedestrian facilities as part of the Long Range Transportation Plan for the planning area. Any new development may require contributions to the development of pedestrian facilities. Pedestrian traffic in the area is limited due to no pedestrian facilities. The Lockwood Pedestrian Safety District is working to get sidewalks in Lockwood, it would be beneficial for the development and the Lockwood community to include sidewalks along Johnson Lane. Some businesses have elected to voluntarily construct sidewalk when they develop their property, like Ace Hardware. However, the requirement for sidewalk on this property adjacent to Johnson Lane would not be triggered unless this property undergoes a future subdivision.

7. Will the new zoning be compatible with urban growth in the vicinity?

The proposed zoning is compatible with nearby urban zoning and development. The proposed C3 zoning for the eastern 500 feet adjacent to Johnson Lane is compatible with the RMH zoning to the north, the RR3 zoning to the south and west, and with the N4. There will be required buffering between any development in the commercial zone and the residential zone.

8. Does the new zoning consider the character of the district and the suitability of the property for particular uses?

The subject property is in an area that is a mix of low density residential and agricultural uses on the adjacent properties. The portion of the subject property requested for rezoning has been identified in the 2016 Lockwood Growth Policy with the designation of Town Center-Multi Use. This is an area for commercial and mixed use development in addition to a range of housing options. The character of the area is primarily commercial along both sides of Johnson Lane south of Old Hardin Road. The Lockwood Growth Policy stated this area should continue to provide commercial development and in the future should become part of the "Lockwood Town Center" where mixed uses and civic buildings will be encouraged. The Lockwood Growth Policy goal outlines commercial uses adjacent to arterial roads. Johnson Lane is a principal arterial road. The proposed zoning and uses are suitable for the potential uses.

9. Will the new zoning conserve the value of buildings?

The new zoning will allow new development. The existing single family residence will become a nonconforming use. New development generally improves property values in the area. This should encourage the increased value of surrounding property. The new zoning will not directly impact existing structures on neighboring properties. Both the surrounding zoning and development are comparable to those of the subject property, and there is no indication that it could affect the value of surrounding buildings.

10. Will the new zoning encourage the most appropriate use of land in Yellowstone County?

The eastern 500 feet of the property is suitable for the uses allowed in the C3 zoning district. These are appropriate uses of land in this area of the County and will encourage future investment in this property. The Lockwood Growth Policy calls for commercial adjacent to arterial streets and the proposed rezoning follows this goal. This is an appropriate use of land in this area of the County and has similar development to what is already developed in the surrounding area in the County.

11. Will the new zoning be as compatible as possible with adjacent zoning in the City of Billings?
The proposed zoning is not close to the city limits of Billings and is compatible with the typical urban development in this area of Lockwood.

RECOMMENDATION

The Zoning Commission recommends approval and adoption of the findings of the 11 review criteria for Zone Change 725 to the Board of County Commissioners.

Attachments

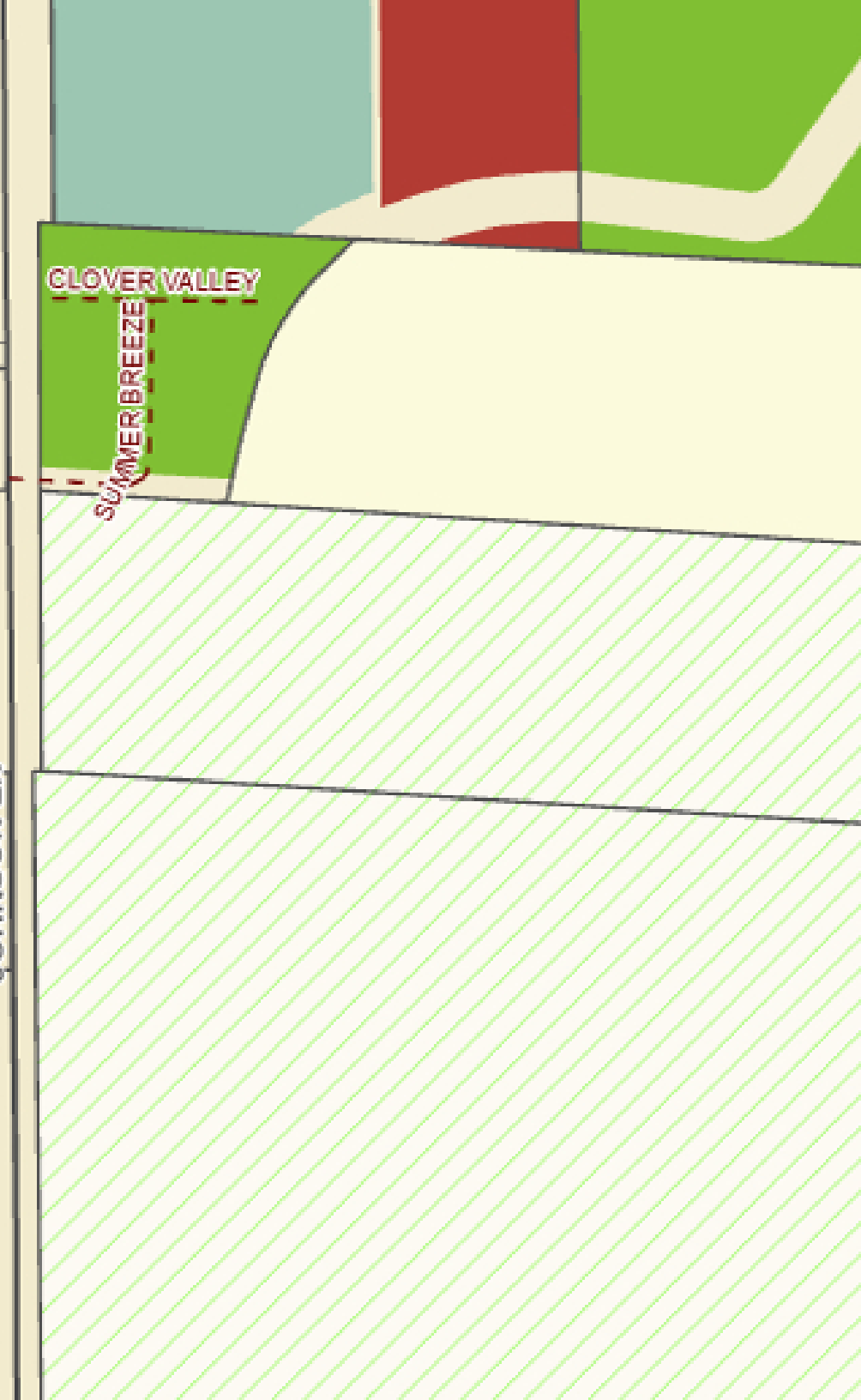
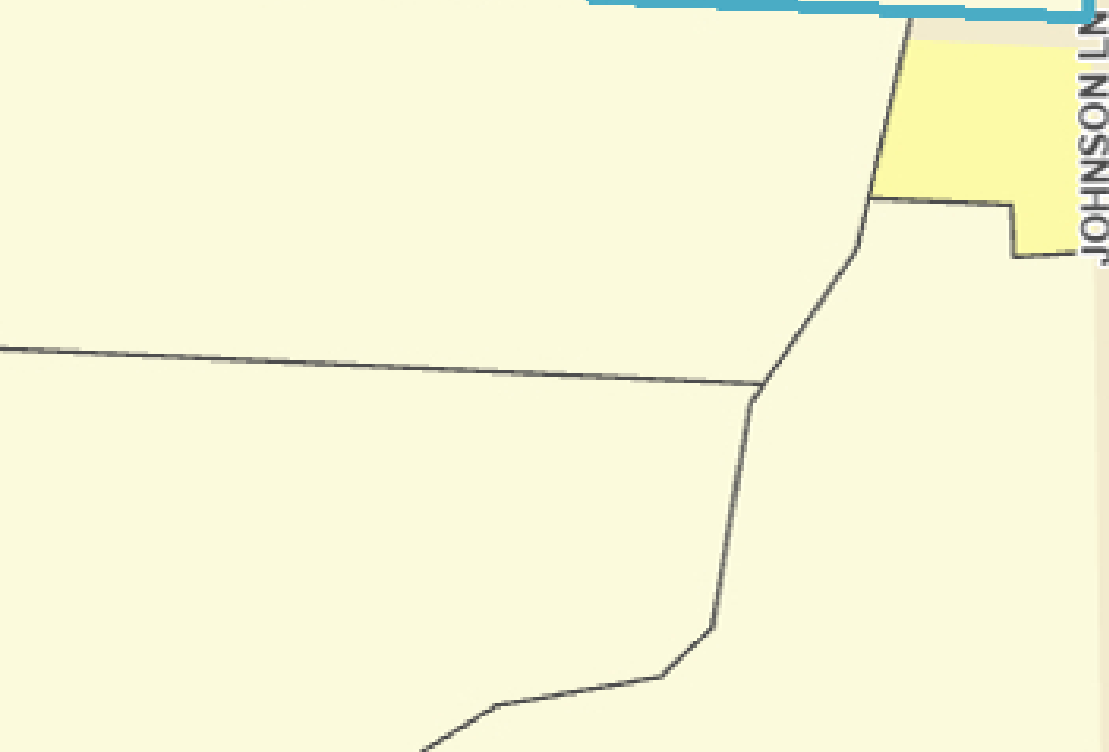
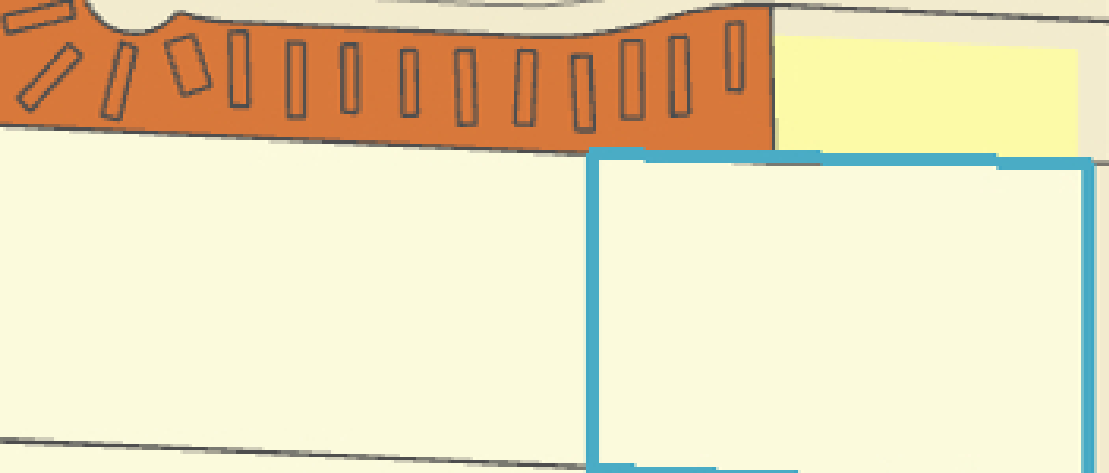
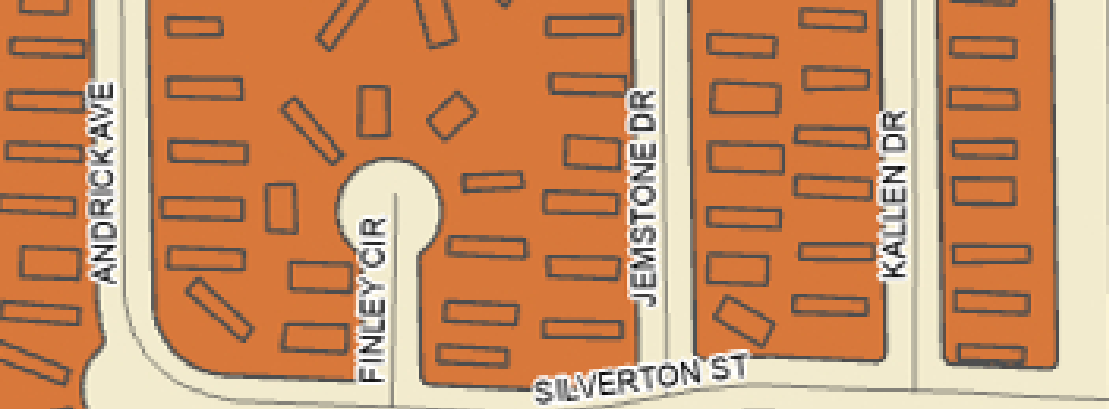
Zoning Map & Site Photos

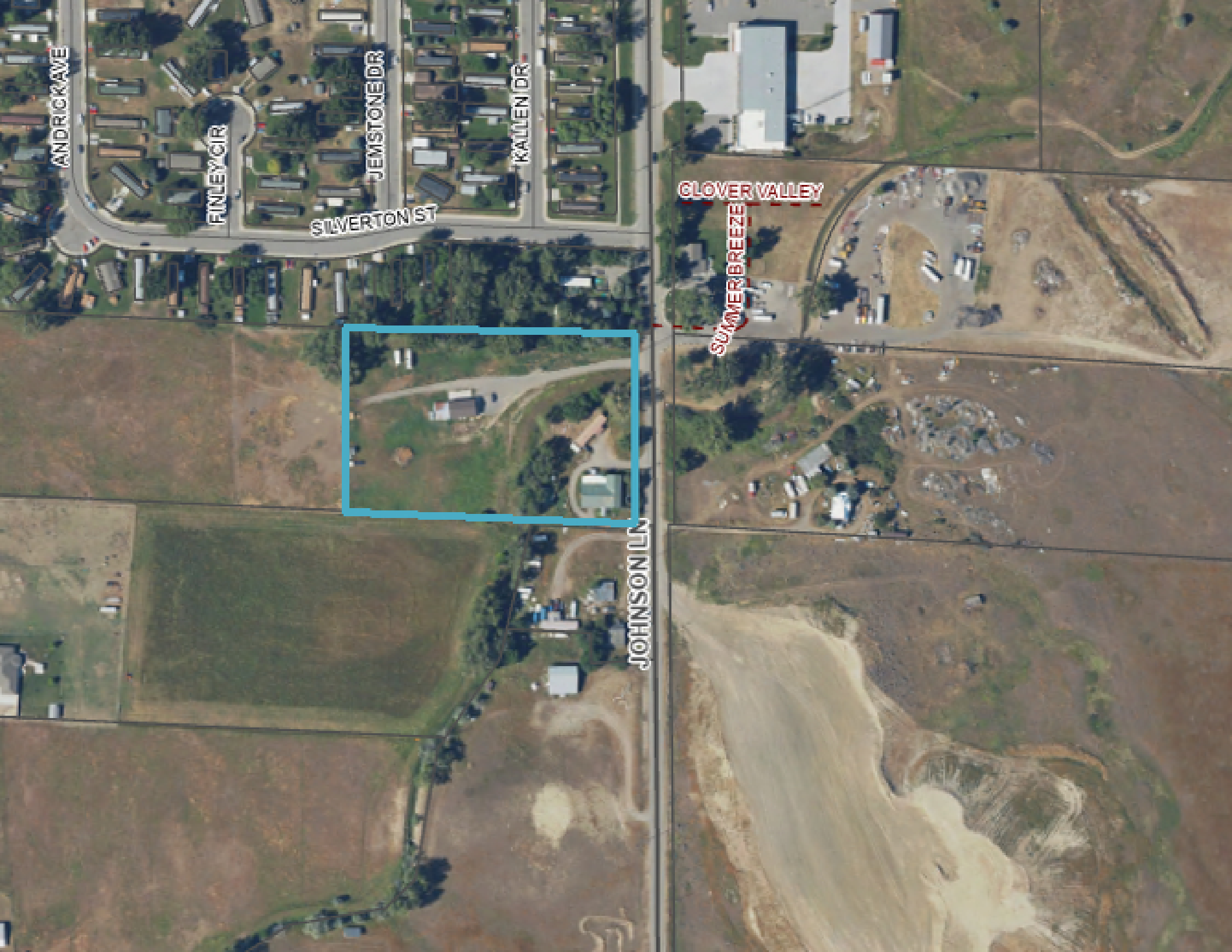
Application & Applicant Letter

Site Plan

History

Neighborhood Meeting Info.





ANDRICK AVE

FINLEY CIR

JEMSTONE DR

KALLEN DR

SILVERTON ST



JOHNSON LN

GLOVER VALLEY

SUMMER BREEZE



SHERWOOD AVE

ANDRICK AVE

FINLEY CIR

JEMSTONE DR

KALLEN DR

SILVERTON ST

GLOVER VALLEY

SUMMER BREEZE

CLAYTON

STERLING ST


GARDINER ST

JOHNSON LN



**ZONING
REQUEST**

ZONE
CHANGE
725
SPECIAL
REVIEW
VARIANCE







SHERWOOD AVE

ANDRICK AVE

FINLEY CIR

JEMSTONE DR

KALLEN DR

SILVERTON ST

GLOVER VALLEY

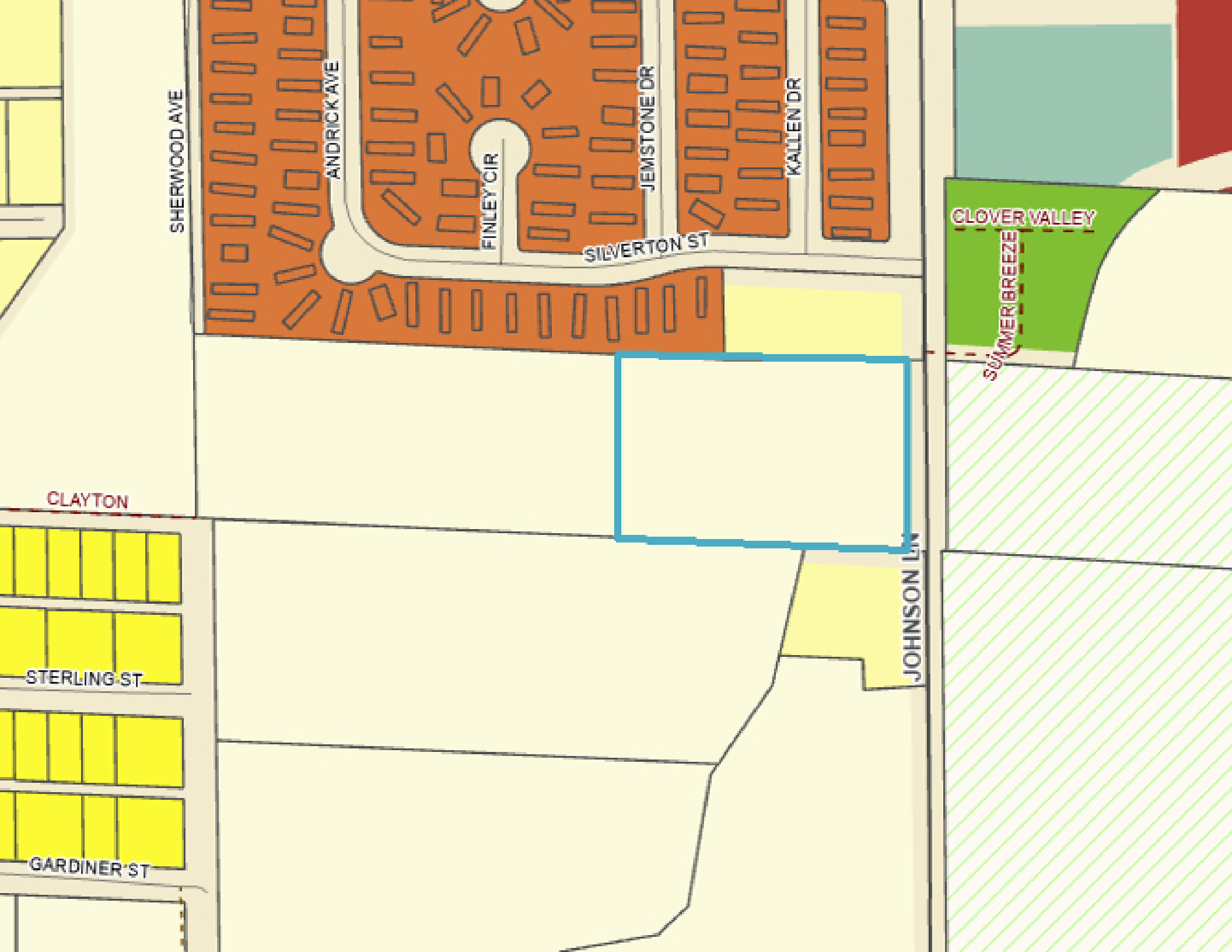
SUMMER BREEZE

CLAYTON

STERLING ST

GARDINER ST

JOHNSON LN



APPLICATION FORM

COUNTY ZONE CHANGE

Zone Change # 725 - Project # PZX-24-00155

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning: RR3

Proposed Zoning: C3

TAX ID: D06595

CITY ELECTION WARD 3

Legal Description of Property:

Address or General Location: 406 Johnson Lane

Size of Parcel (Area & Dimensions): 10 Acres

Present Land-Use: Vacant lot and two existing vacant buildings

Proposed Land-Use: Future Commercial structure TBD

Covenants or Deed Restrictions on Property: Yes _____ No X _____

Owner(s): Vlahos, Christos
832 Granite Estates Lane Billings MT 59101
(406)672-3661 superbuilds@gmail.com

Agent(s): Jeff Wollschlager
725 Grand Ave. Billings MT 59102
406-321-2280 alinedrafting@gmail.com

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: *Christos Vlahos* Date: 6-12-24
(Recorded Owner)



Date Stamp

Written Statement for Zoning change request.

PROJECT#: 406 Johnson Lane Zone change

Property Address: 406 JOHNSON LN
Township: 01 N Range: 27 E Section: 30
Full Legal: S30, T01 N, R27 E, S2S2SENW4 (96)

To whom it may concern,

We are proposing a Zone change from RR3 to an C3-Zoning. The zoning change will allow for the construction of commercial structures compliant with C3 Zoning along Johnson Lane. There are two existing structures on the property. The modular home on the Southeast corner of the property is not a permanent structure and is subject to removal once development has been defined. The existing vacant commercial structure will remain and be a leasable space until further development plans have been established. This zone change is consistent with the adopted Growth Policy, Neighborhood Plans, and other applicable city development policies.

Sincerely,



Jeff Wollschlager
Agent/ Representative

Zoning change request.

PROJECT#: 406 Johnson Lane Zone change

Property Address: 406 JOHNSON LN
Township: 01 N Range: 27 E Section: 30
Full Legal: S30, T01 N, R27 E, S2S2SEW4 (96)

To whom it may concern,

A neighborhood meeting is scheduled for the 25th day of June at 5 PM. The location of the meeting will be held at the Lockwood Fire Station 501 Johnson Lane. We are proposing a Zone change from RR3 to a C3-Zoning. The zoning change will allow the front 500' of this property to be used as commercial property. This zone change will allow the development and construction of leasable commercial business space. This zone change will match the local growth policy proposed by the County.

The purposes of a neighborhood meeting are to: inform neighboring property owners of the details of a proposed use of the lot, identify how the owner intends to meet the standards contained in this zoning code, and to allow the applicant to receive preliminary public comment on the proposal.

Sincerely,



Jeff Wollschlager

Agent/ Representative

406 JOHNSON LANE

406 JOHNSON LANE

BILLINGS

MONTANA

OWNER

Primary Owner: VLAHOS, CHRISTOS
Additional Legal Owner: VLAHOS, TAMMI

CONTRACTOR

Chris Vlahos
Superior Construction Inc.
832 Granite Estates Lane
Billings, Montana 59101
(406)672-3661
superbuilds@gmail.com

INDEX OF DRAWINGS

T1.0 TITLE/SITE PLAN

SCOPE OF WORK

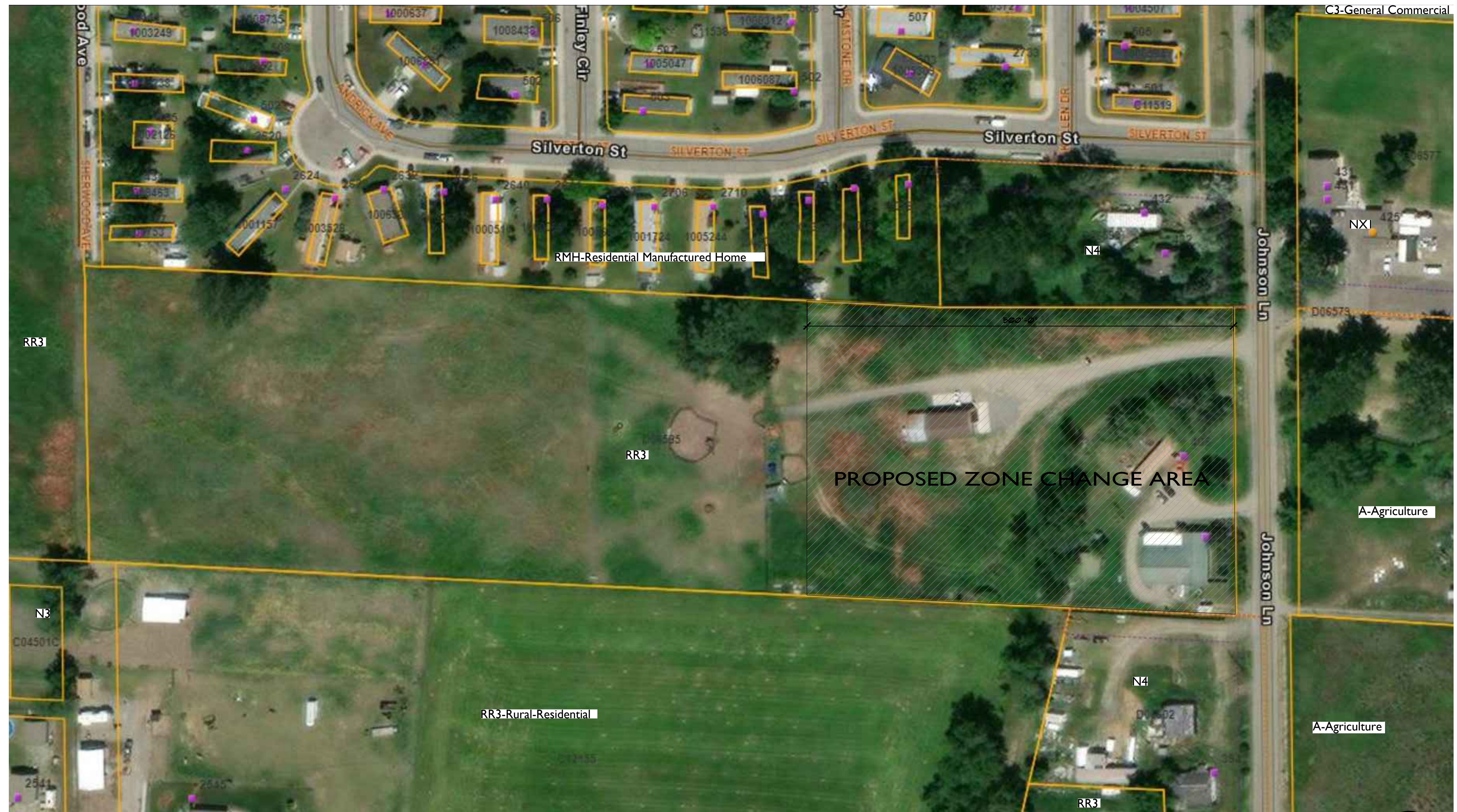
ZONE CHANGE:
REQUESTING ZONE CHANGE FOR FRONT 500 FEET OF PROPERTY FROM RR3 TO C3

SITE INFO

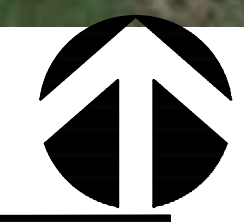
Property Address: 406 JOHNSON LN
Township: 01 N Range: 27 E Section: 30
Full Legal: S30, T01 N, R27 E, S2S2SENW4 (96)

EXISTING Zoning: RR3- RURAL- RESIDENTIAL 3 TO 9.9 ACRES
LOT SIZE: 10 ACRES
PROPOSED ZONE CHANGE: C3-GENERAL COMMERCIAL

TaxCode: D06595



1 SITE PLAN
T1.0 SCALE: 1/16"=1'-0"



PRELIMINARY

406 JOHNSON LANE
TITLE/ SITE

DATES

REV 6-11-24
REV
REV

SET:

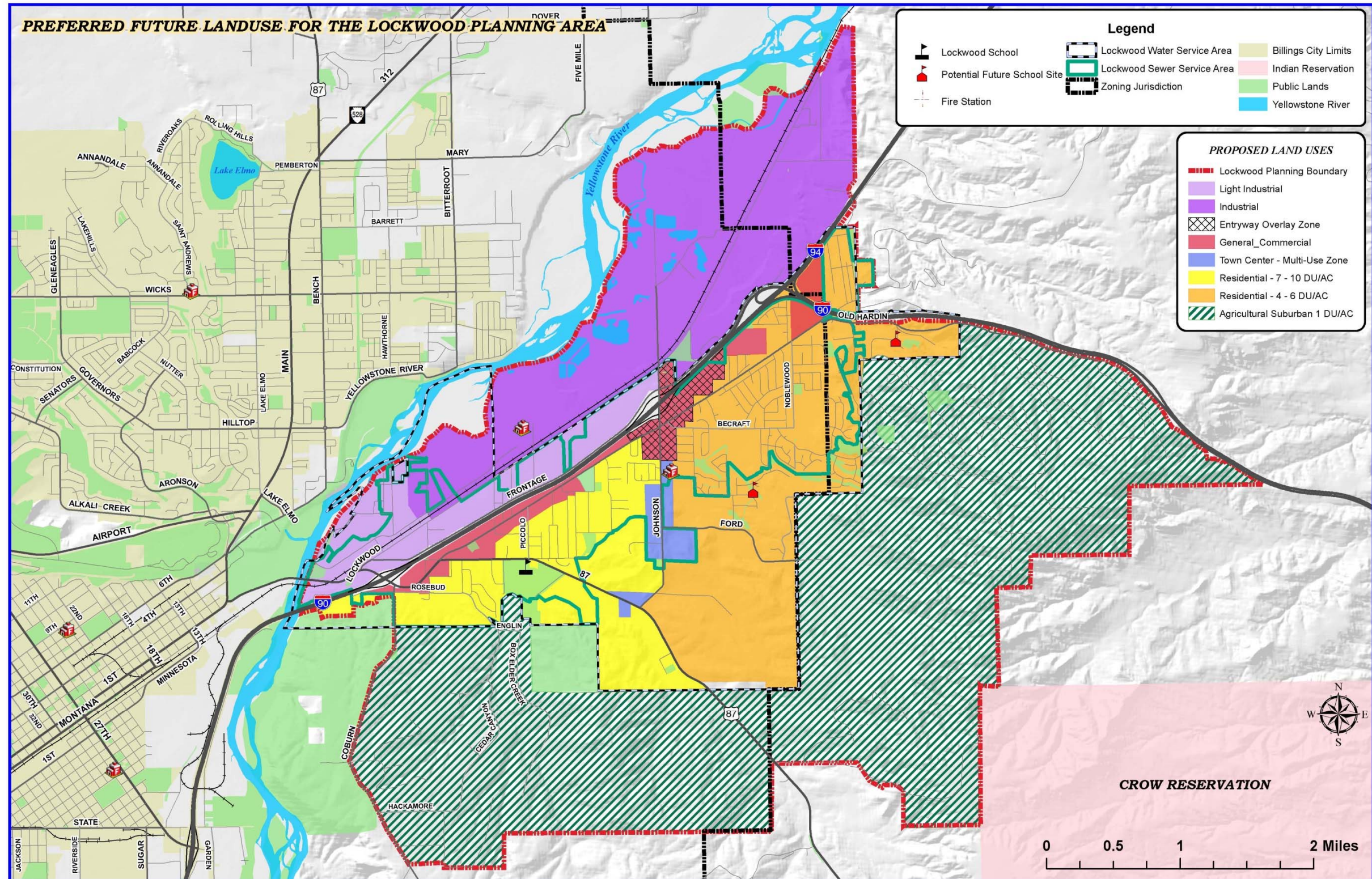
PROJECT NO. 19623
DRAWN BY: JWW
CHECKED BY: JWW

TITLE/ SITE

SHEET

T1.0

FIGURE 3. PREFERRED FUTURE LAND USE FOR THE LOCKWOOD PLANNING AREA



APPLICABLE ZONING HISTORY

SUBJECT PROPERTY	ZONE CHANGE	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
None					
SURROUNDING PROPERTY	ZONE CHANGE	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
425 Johnson Ln	638	9/28/2012	R-96 to R-50	Y	
547 Johnson Ln	719	7/25/2023	A to C3 and NX1	Y	
710 Johnson Ln	653	11/25/2014	EGC (Entry General Commercial) to ELI (Entryway Light Industrial)	Y	
626 Johnson Ln	704	7/21/2021	CMU2 to NX3	Y	
705 Johnson Ln	717	9/12/2023	CMU1, N4 and RR1 to CX	Y	
2087 Hickory Dr and 358 Hemlock Dr	648	1/28/2014	R-150 to CC	Y	
541 Woodland Rd and 2422 Old Hardin Rd	718	9/12/2023	NX1 and N4 to C3	Y	
3329 Driftwood Ln	670	4/5/2016	R-96 to CC	Y	
1430 Highway 87 E	596	9/28/2006	HC to CI	Y	

Neighbor Hood meeting minutes

PROJECT#: 406 Johnson Lane Zone change

Minutes:

A neighborhood meeting was held on the 25th day of June at 5 PM at Lockwood Fire Station located at 501 Johnson Lane.

-In attendance:

Stewart, Arthur, 403 Johnson Lane, Billing MT.

Bob Riehl, Lockwood Steering Committee, 126 Rollings Meadow Dr. Billings MT.

Woody Wood, Lockwood pedestrian safety district.

Vinton, Sue, House District 56 Representative, 5155 High Trail Rd, Billings MT 59101

Attendees were briefed on the proposed RR3 to C3 zoning for the front 500 feet of the subject property. An aerial image and site plan with property lines and proposed zone change area were provided to portray the area of the subject matter. Portions of the Yellowstone County zoning regulations were presented. Portions were of the allowed used for C3 Zoning and the site and structure restrictions and design criteria. Yellowstone County Growth Policy site plan was provided.

Questions/Comment from attendees:

Sue Vinton: Asked which building is the Marijuana business. Answer: The Marijuana business is no longer there and there is no intention of another Marijuana Business in the future.

Arthur Stewart: Asked what will happen to the existing building on the property. Answer: Currently on this lot is one residence on a foundation in the Southeast corner of the property. There is a modular home just South of that. There is also one building that "Was" the commercial Marijuana Business. All existing buildings will remain at this time. They would become "non-conforming" to the new Zoning. They would then have to meet the Zoning requirements for non-conforming lots for any repairs or remodels or construction. Any future new structures will have to meet all Zoning requirements of C3 if approved. I gave reference to the County Zoning and where to find it online for more information.

Bob Riehl: Asked if the proposed 500' Zone change "Fits" within the proposed growth policy site plan. Answer: I will need to verify with planning and Zoning. There are no dimensions on the growth policy siteplan and I can only scale the image available online. I will verify with Zoning/Planning that this falls within the proposed growth policy area map. I will take the Zoning/ Planning Staffs recommendations on any adjustments in the proposed dimensions.

Woody Wood: Asked about approach locations and access. Answer: There are no current plans to develop this property at this time. In the future when a site is developed, the approaches and locations will be coordinated with the County Engineers and adopted design criteria in coordination with Fire and Emergency Services for access and safety.

The meeting progressed with random conversations about the growth of the community and other projects in the area. There was no objection to the proposed Zone change. The meeting adjourned at 5:35.

Sincerely,



Jeff Wollschlager

Agent/ Representative

Zoning change request.

PROJECT#: 406 Johnson Lane Zone change

Property Address: 406 JOHNSON LN
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Full Legal: S30, T01 N, R27 E, S2S2SENW4 (96)

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Sincerely,



Jeff Wollschlager

Agent/ Representative

B.O.C.C. Regular

Meeting Date: 08/27/2024

Title: Resolution 24-134 Fiscal Year 2024-2025 Rural Special Improvement Maintenance
District Assessment

Submitted For: Lisa Sticka, Comptroller

Submitted By: Erika Guy

TOPIC:

Resolution 24-134 Fiscal Year 2024-2025 Rural Special Improvement Maintenance District Assessment

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Approve or Deny

Attachments

2024-2025 Rural Special Improvement Maintenance District Assessment

RESOLUTION NO. 24 - 134

Fiscal Year 2024-2025 Rural Special Improvement Maintenance District Assessment

WHEREAS, all then maintenance contemplated by the Board of County Commissioners of Yellowstone County, Montana, has been made or will be made and completed and payment for said maintenance having been ordered, in order to defray the cost of such maintenance.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF YELLOWSTONE COUNTY, MONTANA:

1. For the purpose of defraying the cost of maintenance in said districts, the entire cost of such maintenance is hereby assessed against all of the property in said districts, and each lot or parcel of land assessed in such districts is assessed with that part of the whole cost which its area bears to the area of the entire district, exclusive of streets, avenues, alleys and public places, all of which, to be assessed on the owners in said districts as follows:

ACCOUNT NO.	DISTRICT NO.	LOCATION	AMOUNT	
2504	079M	Sandra Sub	Water	5,000
2506	160M	Clark Sub	Water	18,000
2511	363M	Agri-Center Sub	Water	7,000
2512	372M	Industrial Park (Erie Dr) Sub	Water	1,750
2513	382M	Hamilton Sub	Water	3,000
2514	446M	Eggebrecht Sub	Water	2,000
2521	515M	Custer Sub	Sewer	0
2522	519L	Worden Sub	Lighting	3,800
2523	520M	Willis Sub/Franklin Lane	Water	400
2525	523L	Eagle Rock Sub Lighting	Lighting	1,528
2531	542L	McCord Sub	Lighting	1,700
2532	546M	Clark Sub	Road/Gravel	0
2542	574M	Emerald Hills Westgate Sub	Road/Paved	9,700
2544	577L	Town Of Custer	Lighting	2,000
2547	580M	Eastridge Estates Sub	Road/Paved	3,000
2549	585M	Lockwood Sub 1st & 2nd Filings	Road/Paved	3,986
2552	600M	Hamilton Sub	Road/Paved	10,500
2553	605M	McIntosh Sub	Road/Paved	7,500
2558	623M	Shackelford/Bottrell Sub	Road/Paved	20,110
2561	634M	Harris Park	Park	19,800
2562	641L	Huntley Light	Lighting	2,300
2563	642M	Wells Garden Est. 5th Filing	Road/Paved	3,125
2564	643M	Johnson Lane District	Road/Both	0
2572	651M	Cloverleaf Meadows Sub	Road/Paved	20,000
2574	653M	Highpoint Sub	Road/Paved	15,975
2575	654M	Crystal Springs Sub, 1,2,3,4 Filings	Road/Paved	9,300
2577	656M	Double Arrow Ranch 1st, 2nd Filings	Road/Gravel	6,300
2578	657M	Copper Valley Estates	Road/Paved	4,800
2579	658M	Quarter Horse Acres	Road/Paved	11,400
2580	659M	Shadow Canyon Road	Road/Gravel	8,550
2581	660M	Sticka Sub	Road/Paved	1,200
2582	661M	Fischer Sub	Road/Paved	1,600
2583	662M	Mountain View Sub/Bridle Creek	Road/Paved	7,800
2584	663M	Montana Meadows Sub	Road/Paved	3,000
2585	664M	Daniels Sub	Road/Paved	5,250
2587	665M	Chevelle Drive	Road/Paved	3,675
2589	667M	White Tail Sub	Road/Paved	3,500
2591	669M	Hancock Sub	Road/Paved	0

2592	670M	Bell Estates Sub & C/S 1648	Road/Paved	1,800
2593	671M	Blue Creek Views Sub	Road/Gravel	9,250
2594	672M	R.F. Development Properties Sub	Road/Paved	9,000
2595	673M	Prairie Drive Sub	Road/Gravel	900
2596	674M	Longhorn Way, Oxbow Way, Latigo, Bitterroot	Road/Paved	3,600
2597	675M	Oak Ridge Estates Sub	Road/Paved	4,300
2598	676M	Spichtig Sub	Road/Gravel	1,500
2599	677M	Titan Sub	Road/Paved	7,200
2600	678M	Century Hills Ranchettes -Homewood Park Dr	Road/Paved	6,240
2601	679M	69th St West (Formerly 666M)	County Road	10,500
2603	681M	Brey Sub	Road/Gravel	2,000
2604	682M	Northhill Estates Sub	Road/Paved	17,600
2607	685M	Sanford Sub	Road/Gravel	0
2608	686M	Reichenberger Sub	Road/Gravel	2,500
2609	687M	Hobby Sub	Road/Gravel	0
2610	688M	Eagle Bend of Yellowstone Sub	Road/Gravel	35,700
2611	689M	Saddleback Ridge Estates	Road/Paved	15,750
2612	690M	Mystic Moon	Road/Paved	2,125
2613	691M	Sun Valley Road	Road/Paved	3,150
2614	692M	Lupine Sub	Road/Gravel	2,500
2615	693M	Morgan Hill Estates	Road/Gravel	900
2616	694M	Little Dude Ranchettes - Road	Road/Paved	6,000
2617	695M	Little Dude Ranchettes - Parks	Park	0
2618	696M	Elk River - Coyote Sub	Road/Gravel	3,675
2619	697M	Schraudner Sub	Road/Gravel	375
2620	698M	Sierra Estates Sub 2nd Filing	Road/Paved	18,750
2621	699M	Five Mile Creek	Road/Gravel	0
2622	700M	Trask Sub 2nd Filing	Road/Gravel	600
2623	701M	Pheasant Brook Sub	Road/Paved	22,750
2625	703M	Beartooth Pointe Estates Sub	Road/Paved	9,625
2626	704M	Flaming Creek Sub	Road/Gravel	375
2627	705M	Harvey Sub Amended	Road/Gravel	625
2628	706M	Three Wolf Creek Sub	Road/Gravel	250
2630	708M	Siewert Sub	Road/Gravel	200
2631	709M	Clarks Fork River Ranch Sub	Road/Paved	7,560
2632	710M	Weymiller Sub	Road/Gravel	0
2633	711M	Lackman Sub	Road/Paved	3,750
2634	712M	Crestridge Estates Sub	Road/Gravel	400
2635	713M	Tanglewood Lake Estates Sub	Road/Paved	4,400
2637	715M	Tanglewood Lake Estates Sub	Road/Paved	37,125
2638	716M	Drycreek Sub	Road/Gravel	450
2639	717M	Oxbow Sub & Contiguous Properties	Road/Paved	35,875
2640	718M	Carroll Heights Sub	Road/Gravel	500
2641	719M	Wells Garden/Oak Ridge Estates Sub	Park	1,220
2642	720M	Lone Eagle Sub 2nd Filing	Road/Paved	28,350
2643	721M	Westlind Sub 1st Filing	Road/Gravel	700
2644	722M	Kaitlin Court Sub	Road/Gravel	825
2645	723M	Clark's Fork Estates Sub	Road/Gravel	900
2648	726M	Hill Estates Sub	Road/Gravel	5,950
2649	727M	Farnum Sub 2nd Filing	Road/Paved	10,146
2650	728M	Linlee Lake Estate sub	Road/Paved	23,000
2651	729M	Cass Estates Sub	Road/Gravel	750
2652	730M	Emerald Eagle Estates Sub	Road/Paved	5,250

2653	731M	Fox Farms Sub	Road/Gravel	2,400
2655	733M	Red & King Gulch Road in C/S 2307	Road/Gravel	8,050
2657	735M	Clear Creek Sub	Road/Gravel	675
2658	736M	Falcon Heights Sub 3rd Filing	Road/Gravel	0
2661	739M	Cook Sub	Road/Gravel	600
2662	740M	Billabong Sub	Road/Gravel	250
2663	741M	Conrad Park Sub	Road/Paved	3,600
2664	742M	Collingwood Sub	Road/Paved	7,625
2665	743M	Town of Comanche & E Comanche sub	Road/Gravel	3,250
2666	744M	Sierra Estates Sub Parks	Park	1,044
2668	746M	Cornerstone Meadows Sub	Road/Gravel	595
2669	747M	Double Arrow Ranch Sub 3rd Filing	Dry Hydrant	325
2670	748M	Custer Coulee Sub	Road/Gravel	950
2670	748M	Custer Coulee Sub	Dry Hyd Weed	250
2671	749M	Stott Sub	Road/Gravel	450
2671	749M	Stott Sub	Dry Hydrant/Water	150
2672	750M	Sun West Sub	Road/Gravel	250
2673	751M	Equestrian Estates Sub	Road/Gravel	0
2674	752M	Emerald Hills Sub-Forest Hills Dr	Road/Paved	10,450
2675	753M	Granite Estates Sub	Road/Paved	800
2676	754M	Razor Creek Sub	Road/Gravel	250
2676	754M	Razor Creek Sub	Dry Hydrant	125
2677	755M	Monterra Place Sub	Road/Paved	4,875
2678	756M	Johnson Lane Materials Sub	Road/Gravel	1,350
2679	757M	Huntley Estates Sub	Road/Paved	5,400
2680	759M	Spur Sub	Road/Gravel	200
2681	760M	Collier Road Sub	Road/Gravel	0
2681	760M	Collier Road Sub	Dry Hydrant	125
2682	761M	Vista Buttes Sub	Road/Paved	14,700
2683	762M	Clydes Sub	Road/Gravel	250
2684	763M	Doss Estates Sub	Road/Gravel	0
2660	764M	Pioneer Road Estates Sub	Road/Paved	8,500
2660	764M	Pioneer Road Estates Sub	Dry Hyd, Park, Weed	850
2685	765M	Brey Sub - Park/Bike Path	Park	1,000
2686	766M	Brey Sub	Road/Paved	1,500
2687	767M	Emerald Forest Sub	Dry Hydrant	150
2688	768M	Shiloh Estates Sub	Park	4,900
2689	769M	Brookwood Sub	Road/Paved/Park	65,650
2689	769M	Brookwood Sub	Dry Hydrant	2,525
2690	770M	Prairie Rose Sub	Road/Gravel	600
2690	770M	Prairie Rose Sub	Dry Hydrant	100
2691	771M	Granite Park Sub	Road/Paved/Park	15,125
2691	771M	Granite Park Sub	Dry Hydrant	3,025
2692	772M	Longview Sub 2nd Filing	Weed Control	0
2692	772M	Longview Sub 2nd Filing	Dry Hydrant	1,025
2693	773M	West Meadow Sub	Road/Paved/Park	33,600
2693	773M	West Meadow Sub	Dry Hydrant	2,800
2694	774M	Arrow Island Sub 1st & 2nd filing	Park	1,080
2695	775M	Driftwood Sub	Road/Paved/Park	4,025
2695	775M	Driftwood Sub	Dry Hydrant	1,475
2696	776M	Pryor Creek Estates Sub	Road/Paved	13,375
2699-777	777M	5 T Ranchettes Sub	Dry Hydrant	75
2699-778	778M	Sunny Cove Fruit Farms Sub	Road/Gravel	4,200

2699-779	779M	Twin Coulee Est Sub/Sanctuary Canyon	Road/Paved	11,900
2699-780	780M	Saddle Ridge Sub	Road/Gravel	1,250
2699-781	781M	Classico Sub	Road/Paved	250
2699-781	781M	Classico Sub	Storm Drain/Dry Hydrant	125
2699-784	784M	Whispering Meadows Sub 2nd Filing	Road/Paved	750
2699-785	785M	Riverview Estates Sub	Road/Paved	5,075
2699-786	786M	Grizzly Creek Est Sub	Road/Paved	3,200
2699-787	787M	Oak Ridge Est Sub Phase II	Road/Paved	3,900
2699-788	788M	Tee Box Sub	Dry Hydrant	150
2699-789	789M	Rosebud Ln in C/S 3431	Road/Paved	2,000
2699-790	790M	West King Comm Pk Sub-Phase I	Road/Paved	15,125
2699-791	791M	City Center Sub	Road/Paved	1,750
2699-792	792M	High Trail Meadows Sub	Dry Hydrant	125
2699-793	793M	G. Jacobson Subdivision	Dust Control	250
2699-793	793M	G. Jacobson Subdivision	Dry Hydrant	125
2699-794	794M	Cowboy Country Acres Sub	Road/Paved	5,075
2699-794	794M	Cowboy Country Acres Sub	Dry Hydrant	725
2699-795	795M	T Bar J Sub	Road/Paved	375
2699-796	796M	S 80th Street West	Road/Paved	12,950
2699-797	797M	Saddle Ridge Sub 2nd Filing	Dry Hydrant	125
2699-798	798M	Wells Garden Sub 1st to 4th	Road/Paved	49,200
2699-799	799M	Curly Willow Sub	Dry Hydrant	1,425
2699-801	801M	Antelope Hills Sub	Park	1,098
2699-801	801M	Antelope Hills Sub	Dry Hydrant	2,250
2699-802	802M	JDW Industrial Park Sub	Road/Gravel	0
2699-802	802M	JDW Industrial Park Sub	Dry Hydrant	75
2699-803	803M	Indian Cliffs Sub-Repl 650M	Road/Paved	24,675
2699-804	804M	Montana Meadows Sub #2	Road/Paved	18,600
2699-805	805M	Johnson Ln Materials Amd plat of Lot 2	Dry Hydrant	125
2699-806	806M	River Ranch Retreat Sub	Road/Paved	11,000
2699-806	806M	River Ranch Retreat Sub	Dry Hydrant	550
2699-807	807M	Bailey Acres Sub	Dry Hydrant	100
2699-808	808M	Shiloh Estates Sub	Road/Paved	8,575
2699-810	810M	Hesper Meadows Sub	Road/Paved	5,400
2699-810	810M	Hesper Meadows Sub	Dry Hydrant, Weed, Ditch	600
2699-811	811M	Spring Meadows Sub	Road/Paved	2,000
2699-811	811M	Spring Meadows Sub	Dry Hydrant	250
2699-812	812M	Monterra Place Sub	Dry Hydrant	975
2699-813	813M	Watchtower Sub	Dry Hydrant	1,275
2699-814	814M	Harvest Lane Sub	Road/Paved	16,875
2699-815	815M	Dewit Sub	Dry Hydrant	2,025
2699-816	816M	Collier Crest Sub	Dry Hydrant	125
2699-818	818M	South Greensleeves Est Sub	Road/Paved	6,325
2699-818	818M	South Greensleeves Est Sub	Dry Hydrant; Storm Wtr	575
2699-819	819M	Harnish Trade Center Sub	Road/Paved	10,200
2699-819	819M	Harnish Trade Center Sub	Dry Hydrant	850
2699-820	820M	Crest View Sub	Road/Paved	2,800
2699-820	820M	Crest View Sub	Dry Hydrant	350
2699-821	821M	Black Rock Estates	Road/Paved	16,100
2699-821	821M	Black Rock Estates	Dry Hydrant	2,300
2699-822	822M	Diamond Falls Sub	Road/Paved	14,575

2699-822	822M	Diamond Falls Sub	Dry Hydrant	1,325
2699-823	823M	Diamond Falls Sub	Park	530
2699-825	825M	Pike	Road	2,475
2699-826	826M	Pike	Dry Hydrant	5,700
2699-827	827M	Pike	Park	3,420
2699-828	828M	Bottrell Sub	Dry Hydrant	100
2699-829	829M	Golden Willow Sub	Dry Hydrant	100
2699-830	830M	Verde Meadows Estates Sub	Road	2,400
2699-830	830M	Verde Meadows Estates Sub	Dry Hydrant	400
2699-831	831M	Fire Rock Sub	Dry Hydrant	725
2699-832	832M	River's Edge Industrial Park	Dry Hydrant	500
2699-833	833M	Silver Fox Subdivision	Road	1,115
2699-834	834M	Eco B uilt Sub	Dry Hydrant	100
2699-836	836M	Whitehorse Sub	Dry Hydrant	375
2699-837	837M	Emerald View Park Sub	Road	9,600
2699-838	838M	Angler's Way Buffalo Park	Road	3,000
2699-839	839M	Emerald Hills Sub	Road	31,200
2699-840	840M	Coulson Road Extension	Road	8,215
2699-841	841M	Southview Sanctuary Estates	Road	8,400
2699-842	842M	Russell Minor Sub	Dry Hydrant	125
2699-843	843M	Pine Rock Sub	Road	12,925
2699-843	843M	Pine Rock Sub	Dry Hydrant	1,175
2699-844	844M	Skycrest Estates	Road	11,750
2699-845	845M	Skycrest Estates	Dry Hydrant	2,000
2699-846	846M	Skycrest Estates	Park	2,800
2699-847	847M	The Nines Sub	Road	15,624
2699-848	848M	The Nines Sub	Dry Hydrant	900
2699-849	849M	Van Arsdale Sub	Road	388
2699-850	850M	Bar 11 Sub	Road	24,000
2699-851	851M	Shop World 1	Dry Hydrant	6,075
2699-852	852M	Mackenzie Meadows	Road/Stormwater	23,375
2699-853	853M	Mackenzie Meadows	Dry Hydrant	4,675
2699-854	854M	66th and Colton	Road	10,500
2699-855	855M	Emerald Hills Sub	Road	33,210
2699-856	856M	Whitehorse Estates Sub	Road	3,600
2699-857	857M	Commanche Sub	Road	480
2699-858	858M	Yellowstone Trail- Dry Hydrant	Dry Hydrant	425
2699-859	859M	Yellowstone Trail- Park	Park	340
2699-860	860M	Yellowstone Trail- Road	Road	4,029
2699-861	861M	Sundance Sub - Roads	Road	15,625
2699-862	862M	Sundance Sub - Dry Hydrant	Dry Hydrant	3,150
2699-863	863M	Sundance Sub - Park	Park	5,000
2699-864	864M	Creekside Estates -Road	Road	792
2699-865	865M	Vista Buttes- Dry Hydrant	Dry Hydrant	525
2699-866	866M	Mackenzie Meadows	Park	2,500
2699-867	867M	Huck Subdivision	Dry Hydrant	125
2699-868	868M	West King Comm Pk- DH	Dry Hydrant	3,050
2699-869	869M	Lazy KU Subdivision	Road	6,146
2699-870	870M	Lazy KU Subdivision	Dry Hydrant	350
2699-871	871M	Lazy KU Subdivision	Park	1,625
2699-872	872M	Ingraham Sub	Roads	1,733
2699-873	873M	Grove Sub	Park	460
2699-874	874M	Grove Sub	Dry Hydrant	575
2699-875	875M	Grove Sub	Road	7,452

2699-876	876M	Russell Ridge	Dry Hydrant	125
2699-877	877M	Russell Ridge	Road	1,550
2699-878	878M	Still River Estates Sub	Dry Hydrant	3,400
2699-879	879M	Still River Estates Sub	Road	9,010
2699-880	880M	Brey Subdivision	Dry Hydrant	5,890
2699-881	881M	Ends of the Earth Sub	Dry Hydrant	125
2699-882	882M	Pike Sub Amended	Dry Hydrant	4,900
2699-883	883M	Pike Sub Amended	Road	3,753
2699-884	884M	Homewood and Central	Road	6,200
2699-885	885M	Southern Sky Estates	Road	9,010
2699-886	886M	Southern Sky Estates	Dry Hydrant	1,250
2699-887	887M	Stone Creek Sub Phase 1	Road	6,700
2699-888	888M	Stone Creek Sub Phase 1	Dry Hydrant	1,575
2699-889	889M	The Highlands Ranch Sub	Dry Hydrant	350
2699-890	890M	54th Street West	Road	2,200
2699-891	891M	Victory Hill Subdivision	Dry Hydrant	125
2699-892	892M	Turkey Town Sub	Road	875
2699-893	893M	Shop World 406 Sub	Road	5,700
2699-894	894M	Shop World 406 Sub	Dry Hydrant	4,750
2699-895	895M	The Meadows	Road	1,475
2699-896	896M	The Meadows	Dry Hydrant	975
2699-897	897M	Pryor Creek Sub	Dry Hydrant	100
2699-898	898M	56th Street Shops Sub	Dry Hydrant	625
2699-899	899M	Lipp Sub 2nd Filing	Road	2,310
2699-900	900M	Lipp Sub 2nd Filing	Dry Hydrant	300
2699-901	901M	Onyx Pointe	Road	10,850
2699-902	902M	Onyx Pointe	Dry Hydrant	875
2699-903	903M	Onyx Pointe	Drainfield System	11,631
2699-904	904M	Peila Subdivision	Road	5,850
2699-905	905M	Peila Subdivision	Dry Hydrant	975
2699-906	906M	Peila Subdivision	Park	1,521
2699-907	907M	Gresham Subdivision	Road	6,300
2699-908	908m	Gresham Subdivision	Dry Hydrant	900
2699-909	909M	Gresham Subdivision	Park	3,000

2. Payment of such assessments shall be made in semi-annual installments commencing in November 2024.

3. All unpaid installments shall become delinquent if the first installment is not paid on or before November 30, 2024, and second installment is not paid on or before May 31, 2025.

4. That when payment of maintenance levy on any parcel of land above described becomes delinquent said parcel of land may be sold in the same manner as real property is sold for non-payment of other taxes.

5. The County Treasurer shall receive payments in full and give receipts for the entire tax and assessments on any of said parcels any time same may be tendered.

6. The monies collected from this tax shall be paid into the maintenance funds of the Rural Special Improvement Districts listed above and shall be used to pay any outstanding warrants, which are the obligations of said districts.

7. The County Clerk and Recorder shall deliver a certified copy of this resolution, upon its passage and Adoption, to the County Treasurer.

PASSED AND ADOPTED by the Board of County Commissioners of Yellowstone County, Montana, this 27th day of August 2024.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chairman

(SEAL)
ATTEST

Mark Morse, Member

Jeff Martin, Clerk and Recorder

Donald W. Jones, Member

B.O.C.C. Regular

1. a.

Meeting Date: 08/27/2024

Title: Engagement Agreement w/ McFarland Molloy & Duerk

Submitted For: Amy Tolzien

Submitted By: Amy Tolzien

TOPIC:

Engagement Agreement with McFarland Molloy & Duerk

BACKGROUND:

DCI has presented a case to our office for prosecution that is a potential conflict for us to prosecute. We would like outside counsel to review for possible charges. If charges are warranted, we will submit a Legal Services Agreement and Resolution to Appoint a Special Deputy.

RECOMMENDED ACTION:

Approve

Attachments

Engagement Agreement - McFarland Molloy & Duerk

McFarland Molloy & Duerk

TRIAL LAWYERS

283 W. Front St.
Suite 203
Missoula, MT 59802
T: 406-519-3122
F: 406-519-3123

ATTORNEYS AT LAW

Dylan McFarland
Seamus Molloy
Adam Duerk

August 19, 2024

Sent Via Email to atolzien@yellowstonecountymt.gov

Amy Tolzien
Yellowstone County Attorney's Office
217 N. 27th St., Rm 701
Billings, MT 59101

Re: Potential Special Prosecutor Services Agreement

Dear Ms. Tolzien,

Thank you for engaging McFarland, Molloy & Duerk (the "Firm") to perform legal services on behalf of the Yellowstone County Attorney's Office as a Special Prosecutor in a conflict case. The purpose of this letter is to confirm the engagement and describe how the Firm will generally handle any assignment. We ask that you review this correspondence carefully and retain copies for your records. If you have any questions, please do not hesitate to contact me.

The Firm will provide legal services to the Yellowstone County Attorney's Office as a Special Deputy Yellowstone County Attorney in a felony criminal matter. We anticipate completing an initial review of this matter upon receipt of files from your office. After this initial case review, we will determine whether further investigation is necessary and provide an estimate of the costs and attorney fees involved in prosecuting this case before going forward. To minimize costs to Yellowstone County, we intend to work with PSB Chief Dan Guzynski to engage a Prosecution Services Bureau attorney to work with us on this case.

My hourly rate as a Special Prosecutor is **\$225 per hour**. In addition to providing legal services, we may incur costs on your behalf. Costs may include charges such as photocopying, travel, legal research, filing fees, court reporter fees, deposition fees, witness fees, and other such expenses incurred on your behalf. Monthly invoices will be sent to you (or through other arrangements you indicate) once the engagement is signed.

I understand that if I do take this case, your office will prepare the County Commissioner's resolutions and other necessary documents allowing a prosecution to commence outside of your office. Further, after the initial review is completed, I anticipate we will finalize a more detailed Agreement going forward. A sample of an Agreement I have used for these services in the past is attached as Exhibit 1.

We are grateful for the opportunity to work with you, and it is a privilege to have the opportunity to be of service.

Sincerely,

MCFARLAND, MOLLOY & DUERK



W. Adam Duerk

Please indicate your receipt of this Engagement Agreement and your approval of its terms by signing below and returning the executed document to the Firm at the address noted on the letterhead.

Signed:



Date:

8-20-24

B.O.C.C. Regular

1. b.

Meeting Date: 08/27/2024

Title: Jail Based Pilot Program- MOU Mental Health Center

Submitted For: Melissa Williams, Deputy County Attorney

Submitted By: Melissa Williams, Deputy County Attorney

TOPIC:

Jail Based Pilot Program- MOU Mental Health Center

BACKGROUND:

Jail Based Pilot Program- MOU for Mental Health Center to provide SUD assessments at YCDF, 2024-2025

RECOMMENDED ACTION:

Agenda Item

Attachments

JBPP MHC MOU 24-25

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT TO SUB-CONTRACT
BETWEEN
YELLOWSTONE COUNTY SHERIFF DEPARTMENT AND
MENTAL HEALTH CENTER**

Whereas: Yellowstone County Sheriff's Department has been awarded funding to pilot programs addressing substance use disorder, mental health, and criminal transition programs in Yellowstone County from the Montana DPHHS, HEART Grant;

Whereas: Stonerock Business Solutions coordinated with members of Yellowstone County and community partners to apply for funding for the agreement, and in turn, the County was named Contractor under the agreement. In order to implement these programs, a licensed clinical agency is needed to provide substance use and mental health diagnoses for clients of the project;

Whereas: Mental Health Center is a licensed, insured, and professional agency that provides services necessary to implement this pilot project;

Whereas: Yellowstone County Sheriff's Department and the Board of County Commissioners (BOCC) are committed to piloting programs that reduce the re-entry of offenders into the facility and reduce crime; however, no current detention center or Sheriff Department staff have duties or responsibilities that could be assumed to facilitate licensed clinicians skilled project manager to meet required goals and objectives of the project;

Whereas: Yellowstone County Sheriff's Department is committed to providing evidence-based treatment and supervision programs to meet the requirements of these funding sources;

AND

Whereas: The goals and objectives identified in the projects are identified by the Substance Abuse and Mental Health Services Administration (SAMHSA) as best practices standards.

Therefore: This Memorandum of Understanding and Agreement to Sub-Contract (hereinafter referred to as "MOU") is made and entered into by and between Yellowstone County Sheriff's Department (YCSD) whose address is 217 N 27th Street, Billings, MT 59101, and Mental Health Center (MHC) whose address is 1245 N. 29th St., Billings MT 59101.

Therefore: It is the intent of the parties to this MOU that the County shall, as contractor under the agreement, contract with MHC and that MHC shall perform all work and services as sub-contractor under the agreement.

1. Purpose. The purpose of this MOU is to establish the terms and conditions under which YCSO and MHC will collaborate to fulfill the services and requirements approved by the funding source to the best of their abilities.

2. Term of MOU. This MOU shall be in effect for a period the award date of the funding sources beginning July 1, 2024 through June 30, 2025. Either party may terminate this agreement, in writing, thirty (30) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing. BOCC may terminate this contract for MHC's failure to perform any of its duties under this contract after giving MHC written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

The term of this MOU shall not exceed the term of the Professional Services Agreement between the County of Yellowstone, Montana, by its Board of County Commissioners, and MHC. Termination, by either party, of the Professional Services Agreement, shall terminate this MOU.

3. Payment In consideration for the services to be performed by the Contractor, the County agrees to reimburse MHC from pre-approved grant funds for up to the following amounts based on availability of funds:

HEART funds beginning July 1, 2024 – June 30, 2025:

- SUD/MH Assessments up to 364 assessments at \$350/assessment or \$127,400
- A representative from MHC must attend staffing meetings as designated by the project manager.

MHC must submit a monthly invoice and proper reporting documentation to Stonerock Business Solutions, grant management and project director contractor for review and approval prior payment by the 5th of each month. These funds will be reimbursed through grant funds pre-allocated and approved by Montana Department of Health and Human Services.

4. Responsibilities of Yellowstone County Sheriff's Department.
Yellowstone County Detention Center is responsible for the following:

4.1 Act as Fiscal Agent as required and all financial responsibilities associated. YCSO agrees to cooperate with MHC as the pass through between the State of Montana and MHC to deliver, in a timely fashion, and pursuant to page 3 of the services funding agreement, all funding that flow to the County from the agreement, directly to MHC in order that MHC can deliver services required under the agreement and required by the funding.

4.2 YCSO agrees to provide access to staff, equipment, and data to complete the necessary tracking and reporting of grant and project outcomes to funding sources. MHC is responsible for actual reporting of data of services delivered.

4.3 YCSO agrees to participate in meetings, development, and evaluation as necessary to complete the project goals.

4.4 YCSO acknowledges that it has the sole decision-making authority on the project and that MHC as the contracted service provider's role is to manage, report, and assist YCSO in all aspects of implementation, evaluation, and reporting.

4.5 YCSO agrees that it will review and approve all invoices, reporting, and evaluation in a timely manner for purposes of completing project goals, reporting to funding sources, and approving payments from County Finance to sub-contractors.

4.6 The County agrees to pay this and other contractors upon receipt of invoice for services within a reasonable time period from receipt of invoice. All Invoices shall be emailed to Stonerock Business Solutions at Amanda@stoenrockmt.com on a monthly basis for routing to Yellowstone County (due by the 10th of each month).

5. Responsibilities of MHC

MHC agrees to participate in the implementation of the grant activities as listed below.

5.1 MHC acknowledges that it is familiar with the agreement and that furthermore MHC represents that it can perform and deliver the services required under the agreement.

5.2 MHC agrees to provide information on outcome measures with Yellowstone County Sheriff's Department for the purposes of coordinating, implementing, and reporting project activities. MHC agrees to submit monthly progress reports on services to Stonerock Business Solutions by the 5th of each month. Payments for services will not be approved without submission of reporting data. All invoicing will be reviewed by SBS prior to submission to YC Finance to ensure it complies with project goals, outcomes, and budget restrictions.

5.3 MHC acknowledges that it will coordinate with all entities contracted for services within the scope of the project including, but not limited to, Stonerock Business

Solutions, Alternatives, Inc., Turn Key Health Clinics, YCSO, and others as necessary to implement the project.

5.4 As a sub-contractor to the agreement and for the purpose of this MOU, Turn Key agrees to protect, defend, and save the County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense, injuries, death or damages to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of MHC and/or its agents, representatives, assigns, subcontractors, except the sole negligence of the County.

5.5 As sub-contractor to the agreement, and for the purpose of this MOU, MHC must maintain, at its cost, primary standard general liability insurance coverage in the amount of \$1,500,000 and listing Yellowstone County as an additional insurer. The general liability coverage must include claims arising out of contractual liability, the delivery of services, omissions in the delivery of service, injuries to persons, damages to property, the provision of goods or rights to intellectual property or any other liabilities which may arise in the provision of services under the agreement.

5.6 As sub-contractor to the agreement and for the purpose of this MOU, MHC must maintain at its cost, professional liability insurance coverage against claims for harm to persons which may arise from the professional services provided through the agreement. The insurance must cover claims as may be caused by any act, omission, or negligence of MHC and/or its officers, agents, representatives, assigns or subcontractors, or assigns. MHC must provide occurrence coverage professional liability insurance with combined single limits of \$1,500.00 per occurrence and \$2,000,000.00 aggregate per the life of the agreement.

5.7 As sub-contractor to the agreement, and for the purpose of this MOU, MHC must comply with the applicable provisions of the Montana Human Rights Act, Governmental Code of Fair Practices, all federal civil rights acts and the federal American with Disabilities Act. In addition, MHC may not discriminate in any manner against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

5.8 As sub-contractor to the agreement, MHC shall be responsible for business-related expenses concerning the Services under this Agreement.

6. Responsibilities of All Both Parties

6.1 Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each organization's authorized signatory, which will describe the

scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals. Unless a subsequent agreement is signed, there will not be any enforceable obligations or duties between the parties.

6.2 All activities shall be subject to the availability of funds and the approval of each MHC's authorized representatives. The parties to this MOU acknowledge that the County is not responsible for any direct funding of the agreement and that funding under the agreement may terminate prior to the June 30, 2025 end date of the agreement.

6.3 The parties agree to indemnify and to hold harmless for, from, and against claims, suits, reasonable attorney's fees, damages, or injuries to persons or property or other liabilities arising out of any negligence of the other party pursuant to this agreement.

7. General Provisions

A. Duration and Evaluation. A joint evaluation of the MOU will be initiated by the designated representatives six (6) months prior to the expiration date. Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

B. Compliance with Law. The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

C. Force Majeure. In the event parties are unable to complete the projects due to causes beyond the control of the parties, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond the parties' reasonable control, Yellowstone County Detention Facility will provide notice to the funding sources and the project will be extended for the period of time that the Force Majeure event is applicable.

D. Governing Law. This agreement shall be governed under the laws in the State of Montana.

E. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void, or unenforceable, the remaining provisions will remain in full force and effect.

F. Non-Discrimination. The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

G. Independent Contractors. Each party is separate and independent, and this Agreement shall not be deemed to create a relationship of MHC's, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party. MHC, under the code of the Internal Revenue Service (IRS) and the laws of the State of Montana, is an independent contractor, and neither the MHC's employees or contract personnel are, or shall be deemed, the YCSO's 's employees.

In its capacity as an independent contractor, MHC agrees and represents: MHC has the right to perform services for others during the term of this Agreement except as otherwise provided below; MHC has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. MHC shall select the routes taken, starting and ending times, days of work, and order the work is performed; MHC has the right to hire assistant(s) as subcontractors (except as provided below) or to use employees to provide the Services required under this Agreement. Neither MHC, nor the MHC's employees or personnel, shall be required to wear any uniforms provided by the YCSO; The Services required by this Agreement shall be performed by the MHC's employees or personnel, and the YCSO will not hire, supervise, or pay assistants to help MHC; and neither the MHC nor MHC's employees or personnel shall be required by the YCSO to devote full-time to the performance of the Services required by this Agreement. YCSO shall have no right to control or direct the details, manner or means by which MHC performs its services. MHC shall continue ongoing conversation with YCSO leadership to ensure the safety and security of the facility while implementing the services outlined in this MOU.

H. Assignment. No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

I. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This Agreement may subsequently be modified only by a written document executed by both parties.

J. Notices. Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement or any related agreements shall be in writing and shall be delivered by hand or sent prepaid telex, cable or facsimile transmission, or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, telexed, cabled or transmitted, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either party.

8. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Yellowstone County

Chairman, John Ostlund Date

Mental Health Center
 _____
Rod Ostermiller, Executive Director Date 8/20/24

B.O.C.C. Regular

1. c.

Meeting Date: 08/27/2024

Title: Jail Based Pilot Program- MOU Alternatives

Submitted For: Melissa Williams, Deputy County Attorney

Submitted By: Melissa Williams, Deputy County Attorney

TOPIC:

Jail Based Pilot Program - MOU Alternatives

BACKGROUND:

Jail Based Pilot Program- MOU for Alternatives 2024-2025 grant

RECOMMENDED ACTION:

Agenda Item

Attachments

JBPP Alternatives MOU 24-25

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT TO SUB-CONTRACT
BETWEEN
YELLOWSTONE COUNTY SHERIFF OFFICE AND
ALTERNATIVES, Inc.**

Whereas: Yellowstone County Sherriff's Office has been awarded funding to pilot programs addressing substance use disorder, mental health, and criminal transition programs in Yellowstone County from the Montana DPHHS, HEART Grant;

Whereas: Stonerock Business Solutions coordinated with members of Yellowstone County and community partners to apply for funding for the agreement, and in turn, the County was named Contractor under the agreement. In order to implement these programs, a case manager/care coordinator is needed to support clients of the project per funding guidelines;

Whereas: Alternatives is a licensed, insured, and professional agency with nearly 45 years of criminal justice case management experience and can provide services necessary to implement this project;

Whereas: Yellowstone County Sheriff's Office and the Board of County Commissioners (BOCC) are committed to piloting programs that reduce the re-entry of offenders into the facility and reduce crime; however, no current detention center or Sheriff Office staff have duties or responsibilities that could be assumed to facilitate implementation of this pilot project and requires outside assistance from skilled case managers to meet required goals and objectives of the project;

Whereas: Yellowstone County Sheriff's Office is committed to providing evidence-based treatment and supervision programs to meet the requirements of these funding sources;

AND

Whereas: The goals and objectives identified in the projects are identified by the Substance Abuse and Mental Health Services Administration (SAMHSA) as best practices standards.

Therefore: This Memorandum of Understanding and Agreement to Sub-Contract (hereinafter referred to as "MOU") is made and entered into by and between Yellowstone County Sheriff's Office (YCSO) whose address is 217 N 27th Street, Billings, MT 59101, and Alternatives, Inc. whose address is 2120 3rd Ave. North, Billings MT 59101.

Therefore: It is the intent of the parties to this MOU that the County shall, as contractor under the agreement, contract with Alternatives and that Alternatives shall perform all work and services as sub-contractor under the agreement.

1. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which YCSO, Turn Key, Mental Health Center, SBS, and Alternatives will collaborate to fulfill the services and requirements approved by the funding source to the best of their abilities.

2. **Term of MOU.** This MOU shall be in effect for a period the award date of the funding sources beginning July 1, 2024 through June 30, 2025. Either party may terminate this agreement, in writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing. BOCC may terminate this contract for Alternatives failure to perform any of its duties under this contract after giving Alternatives written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

The term of this MOU shall not exceed the term of the Professional Services Agreement between the County of Yellowstone, Montana, by its Board of County Commissioners, and Alternatives. Termination, by either party, of the Professional Services Agreement, shall terminate this MOU.

3. **Payment** In consideration for the services to be performed by the Contractor, the County agrees to reimburse Alternatives from pre-approved grant funds for up to the following amount based on availability of funds:

HEART funds beginning July 1, 2024 – June 30, 2025:

- Case Management/Care Coordination \$3,840/month
- A representative from Alternatives, Inc. must attend staffing meetings as designated by the project manager.

Alternatives must submit a monthly invoice and proper reporting documentation to Stonerock Business Solutions, grant management and project director contractor for review and approval prior payment by the 5th of each month. These funds will be reimbursed through grant funds pre-allocated and approved by Montana Office of Health and Human Services.

4. **Responsibilities of Yellowstone County Sheriff's Office.** Yellowstone County Detention Center is responsible for the following:

4.1 Act as Fiscal Agent as required and all financial responsibilities associated. YCSO agrees to cooperate with Alternatives as the pass through between the State of Montana and Alternatives to deliver, in a timely fashion, and pursuant to page 3 of the services funding agreement, all funding that flow to the County from the agreement, directly to Alternatives in order that Alternatives can deliver services required under the agreement and required by the funding.

4.2 YCSO agrees to provide access to staff, equipment, and data to complete the necessary tracking and reporting of grant and project outcomes to funding sources. Alternatives is responsible for actual reporting of data of services delivered.

4.3 YCSO agrees to participate in meetings, development, and evaluation as necessary to complete the project goals.

4.4 YCSO acknowledges that it has the sole decision-making authority on the project and that Alternatives as the contracted service provider's role is to manage, report, and assist YCSO in all aspects of implementation, evaluation, and reporting.

4.5 YCSO agrees that it will review and approve all invoices, reporting, and evaluation in a timely manner for purposes of completing project goals, reporting to funding sources, and approving payments from County Finance to sub-contractors.

4.6 The County agrees to pay this and other contractors upon receipt of invoice for services within a reasonable time period from receipt of invoice. All Invoices shall be emailed to Stonerock Business Solutions at Amanda@stonerockmt.com on a monthly basis for routing to Yellowstone County (due by the 10th of each month).

5. Responsibilities of Alternatives, Inc.

Alternatives agrees to participate in the implementation of the grant activities as listed below.

5.1 Alternatives acknowledges that it is familiar with the agreement and that furthermore Alternatives represents that it can perform and deliver the services required under the agreement.

5.2 Alternatives agrees to provide information on outcome measures with Yellowstone County Sheriff's Office for the purposes of coordinating, implementing, and reporting project activities. Alternatives agrees to submit monthly progress reports on services to Stonerock Business Solutions by the 5th of each month. Payments for services will not be approved without submission of reporting data. All invoicing will be reviewed by SBS prior to submission to YC Finance to ensure it complies with project goals, outcomes, and budget restrictions.

5.3 Alternatives acknowledges that it will coordinate with all entities contracted for services within the scope of the project including, but not limited to, Stonerock Business Solutions, Turn Key, Mental Health Center, YCSO, and others as necessary to implement the project.

5.4 As a sub-contractor to the agreement and for the purpose of this MOU, Alternatives, Inc. agrees to protect, defend, and save the County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense, injuries, death or damages to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Turn Key and/or its agents, representatives, assigns, subcontractors, except the sole negligence of the County.

5.5 As sub-contractor to the agreement, and for the purpose of this MOU, Alternatives, Inc. must maintain, at its cost, primary standard general liability insurance coverage in the amount of \$1,500,000 and listing Yellowstone County as an additional insured. The general liability coverage must include claims arising out of contractual liability, the delivery of services, omissions in the delivery of service, injuries to persons, damages to property, the provision of goods or rights to intellectual property or any other liabilities which may arise in the provision of services under the agreement.

5.6 As sub-contractor to the agreement and for the purpose of this MOU, Alternatives must maintain at its cost, professional liability insurance coverage against claims for harm to persons which may arise from the professional services provided through the agreement. The insurance must cover claims as may be caused by any act, omission, or negligence of Alternatives and/or its officers, agents, representatives, assigns or subcontractors, or assigns. Alternatives must provide occurrence coverage professional liability insurance with combined single limits of \$1,500.00 per occurrence and \$2,000,000.00 aggregate per the life of the agreement.

5.7 As sub-contractor to the agreement, and for the purpose of this MOU, Alternatives must comply with the applicable provisions of the Montana Human Rights Act, Governmental Code of Fair Practices, all federal civil rights acts and the federal American with Disabilities Act. In addition, Alternatives may not discriminate in any manner against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

5.8 As sub-contractor to the agreement, Alternatives shall be responsible for its business-related expenses concerning the Services under this Agreement.

6. Responsibilities of All Both Parties

6.1 Any specific activity developed under this MOU shall be detailed in the grant application, signed by each organization's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible Offices or individuals. Unless a subsequent agreement is signed, there will not be any enforceable obligations or duties between the parties.

6.2 All activities shall be subject to the availability of funds and the approval of each Alternatives authorized representatives. The parties to this MOU acknowledge that the County is not responsible for any direct funding of the agreement and that funding under the agreement may terminate prior to the June 30, 2025 end date of the agreement with appropriate notice of at least 90 days.

6.3 The parties agree to indemnify and to hold harmless for, from, and against claims, suits, reasonable attorney's fees, damages, or injuries to persons or property or other liabilities arising out of any negligence of the other party pursuant to this agreement.

7. General Provisions

A. Duration and Evaluation. A joint evaluation of the MOU will be initiated by the designated representatives six (6) months prior to the expiration date. Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

B. Compliance with Law. The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

C. Force Majeure. In the event parties are unable to complete the projects due to causes beyond the control of the parties, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond the parties' reasonable control, Yellowstone County Detention Facility will provide notice to the funding sources and the project will be extended for the period of time that the Force Majeure event is applicable.

D. Governing Law. This agreement shall be governed under the laws in the State of Montana.

E. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void, or unenforceable, the remaining provisions will remain in full force and effect.

F. Non-Discrimination. The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

G. Independent Contractors. Each party is separate and independent, and this Agreement shall not be deemed to create a relationship of Alternatives, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party. Alternatives under the code of the Internal Revenue Service (IRS) and the laws of the State of Montana, is an independent contractor, and neither the Alternative's employees or contract personnel are, or shall be deemed, the YCSO's's employees.

In its capacity as an independent contractor, Alternatives agrees and represents: Alternatives has the right to perform services for others during the term of this Agreement except as otherwise provided below; Alternatives has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Alternatives shall select the routes taken, starting and ending times, days of work, and order the work is performed; Alternatives has the right to hire assistant(s) as subcontractors (except as provided below) or to use employees to provide the Services required under this Agreement. Neither Alternatives, nor the Alternative's employees or personnel, shall be required to wear any uniforms provided by the YCSO; The Services required by this Agreement shall be performed by Alternatives, Alternatives' employees or personnel, and the YCSO will not hire, supervise, or pay assistants to help Alternatives; and neither Alternatives nor Alternatives employees or personnel shall be required by the YCSO to devote full-time to the performance of the Services required by this Agreement. YCSO shall have no right to control or direct the details, manner or means by Alternatives performs its services. Alternatives shall continue ongoing conversation with YCSO leadership to ensure the safety and security of the facility while implementing the services outlined in this MOU.

H. Assignment. No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

I. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and

supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This Agreement may subsequently be modified only by a written document executed by both parties.

J. Notices. Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement or any related agreements shall be in writing and shall be delivered by hand or sent prepaid telex, cable or facsimile transmission, or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, telexed, cabled or transmitted, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either party.

8. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Yellowstone County

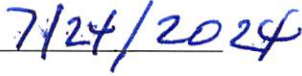
Chairman, John Ostlund

Date

Alternatives, Inc.



David O Armstrong, CEO



Date

B.O.C.C. Regular

Meeting Date: 08/27/2024

Title: Document Retention -- 2020 Election Documents

Submitted For: Katherine Aldrich, Election Administrator

Submitted By: Katherine Aldrich, Election Administrator

TOPIC:

Document Retention -- 2020 Election Documents

BACKGROUND:

Elections documents from 2020 primary and general elections are ripe for destruction. Citizens previously requested that documents ripe for destruction from the 2020 general election be retained, and the BOCC agreed to retain the documents until no later than August 25, 2024. The Elections Department has retained these documents pursuant to this commitment and now renews its request to destroy these documents as the retention period expired in 2022 and the subsequent BOCC commitment to retain the documents has expired.

RECOMMENDED ACTION:

Adopt destruction authorization.

Attachments

RM88

RECORDS DESTRUCTION DOCUMENT (RM88)

NO.

PAGE 1 OF 1 PAGES

1. AGENCY NAME AND DIVISION/PROGRAM:

Yellowstone County Elections

2. AGENCY CONTACT:

NAME: K.V. Aldrich, Election Administrator

PHONE #: (406)256-2740

EMAIL:kvaldrich@yellowstonecountymt.gov

3. NOTICE OF INTENTION: The schedule records listed in Item 5 are to be disposed of in the manner checked below (specify only one).
 Delete
 Incinerate
 Shred as Classified
 Toss without Restriction

 Other: Explain
4. SUBMITTED BY: I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements or **Offer to the State Historical Society Archives** has been fully justified, and that further retention is not required for any litigation pending or imminent.

Richard R. Aarstad

Signed and released 08/01/2024
by the Montana State Archivist.

SIGNATURE: /s/ K.V. Aldrich

NAME AND TITLE: K.V. Aldrich, Election Administrator

DATE: 08/1/24 (for destruction after 8/27/2024)

5. LIST OF RECORD SERIES**NOTE: Attach any inventories or Excel spreadsheets to this form to help validate records destroyed.**

a. Retention Schedule Number	b. Item number listed on Retention Schedule	c. Record Series Title	d. Retention in months/years	e. Inclusive Dates	f. Volume in Cubic Feet	g. Disposition Action and Date completed after Authorization
3	7	Voted/unvoted/unused/ undeliverable/resolution board ballots	22 months	11/20	151	
3	1	Absentee ballot envelopes, affavait & secrecy envelopes	22 months	11/20	88.15	
3	2	Absentee ballot logs; absentee ballot requests	22 months	11/20	1.8	
3	18	Mail ballot elections materials	12 months	9/20	1	
3	1	Absentee ballot envelopes, affavait & secrecy envelopes	22 months	6/20	7	
3	7	Ballots - unused, no signature, rejected, test, report	22 months	6/20	11.15	

6. DISPOSAL AUTHORIZATION: Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

Custodian/Records Manager

Name: John Ostlund, Chair Date:

Signature:

7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g.

Name and Title:

Signature:

B.O.C.C. Regular

3. a.

Meeting Date: 08/27/2024

Title: MACO Property & Casualty - Agent Appointment and Agreement

Submitted For: Jennifer Jones, Finance Director

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

MACO Property and Casualty Agent Appointment and Agreement

BACKGROUND:

MACO Trust Property and Casualty Agent Appointment and Agreement

RECOMMENDED ACTION:

Approve

Attachments

MACO Property & Casualty Agent Appointment & Agreement



PROPERTY & CASUALTY

AGENT APPOINTMENT AND AGREEMENT

This Agent Appointment and Agreement is made this _____ 20 _____ by and between _____ Yellowstone County _____ (County, hereinafter "Entity"), MACo Property and Casualty Trust (hereinafter "MACo PCT") and _____ (local agent/agency, hereinafter "Agent"), for the purpose of setting forth the rights and responsibilities of each party. It is understood that the agent is the representative of the Entity that designated them to perform the tasks listed below.

THE PARTIES AGREE AS FOLLOWS:

1. RELATIONSHIP OF PARTIES:

- a. The Agent is an independent contractor, not an employee of either MACo PCT or the Entity. The Agent performs services as agreed upon between the Entity and the Agent. MACo PCT is not a party to that agreement.
- b. MACo PCT agrees to pay to the Agent the commission agreed upon between the Entity and the Agent based on the net contribution assessed on the Entity for property, liability, excess insurance, and bond payments.
- c. Entity is responsible for appointing an Agent to perform the below described services.

2. RESPONSIBILITY OF AGENT: The Agent will provide the following information and services as needed and required by MACo PCT:

- Provide the necessary underwriting information and application for annual renewals in a timely manner as required by MACo PCT.
- Provide updated building and contents, vehicle, contractor, and other schedules including additions and deletions during the course of the policy year.
- Coordinate loss control services and other services provided by MACo PCT including periodic property appraisals and monitoring the achievement of established action plans.
- Participate in and coordinate claims reporting, documentation, and reviews with their entities and MACo PCT Claims Department at a minimum of once each quarter.

- Attend scheduled Agent meetings and report to the entity(s) the information presented at those Agent meetings, specifically mid policy year and renewal information.
- Provide input and advice to the MACo PCT Trust Administrator relative to coverages, services and overall program processes and effectiveness.
- Cooperate fully with MACo PCT to facilitate investigation and adjustment of any claim when requested to do so.
- Refrain from admitting or denying liability on any claim against the Entity.

3. RESPONSIBILITY OF AGENT; INDEMNIFICATION AND ASSURANCES: Agent shall:

- Secure and maintain an errors and omissions policy carrying a liability limit of not less than \$1,000,000.
- Maintain Books of account pertaining to the Entity's business which will be open for inspection by MACo PCT and the Entity upon reasonable notice.
- Indemnify and hold harmless the Entity and MACo PCT from all liability arising out of the Agent's error, act, or omission, except to the extent that such error resulted from MACo PCT or the Entity.

4. PERFORMANCE AND TERMINATION: The parties agree the services will begin on the above date. This agreement shall remain in force until terminated by either party.

Any party may terminate this agreement without cause at any time by written notice. If any party materially breaches any provision of this agreement, the non-breaching parties may terminate immediately without prior written notice and seek damages for losses sustained as a result of such breach.

MACo PCT and Entity reserve the right to terminate this agreement immediately if Agent's insurance license is revoked or suspended, or if Agent fails to comply with Montana law, or Agent becomes bankrupt or insolvent.

5. GENERAL PROVISIONS:

- a. No failure to insist upon strict compliance with any of the above terms shall constitute a waiver of the right to later require compliance or will constitute a waiver of any other provision of the Agreement.
- b. Entity and MACo PCT reserve the right to require an Agent to change the Agent's representative if they are dissatisfied with representative's performance.
- c. This agreement will be interpreted under the laws of the State of Montana, with the 1st Judicial District as the exclusive venue for disputes.

6. **CONFIDENTIALITY OF INFORMATION:** Agent understands that materials in the claims files are highly sensitive and contain privileged information of claimants. Agent agrees to hold in strict confidence all information Agent receives, either orally or in writing, in regard to the claim files. Agent agrees not to divulge any information received or reviewed in relation to the claim files to any person or entity other than MACo PCT Claims personnel and their designated agents.

Devan Holness / Marsh McLennan Agency
Agent/Agency Name

[Signature]
Agent Signature

8/16/24
Date

County Commission Chair or Board Chair

Date

MACo PCT Trust Administrator
Acknowledgement of Receipt by MACo PCT

Date

Commission Percentage _____

B.O.C.C. Regular

3. b.

Meeting Date: 08/27/2024

Title: Youth Services Contract with Cushing Terrell for Emergency Generator

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Youth Services Contract with Cushing Terrell for Emergency Generator

BACKGROUND:

Youth Services is requesting Commissioner's approval for a contract for design and project oversight to a emergency generator for the Youth Services building.

RECOMMENDED ACTION:

Approve the request and return a copy to Finance

Attachments

YSC - CTA Proposal Emergency Generator

YSC Contract Cushing Terrell Emergency Generator



August 16, 2024

Board of County Commissioners
217 North 27th Street
Billings, MT 59101

RE: County Youth Services Center – Emergency Generator
Design Fee Proposal

Board of County Commissioners:

This is a proposal for Design Services for adding an Emergency Generator for the Youth Services Center at 410 South 26th Street, Billings Montana. Below is our understanding of the Scope of Work and our proposed architectural and engineering design fees.

PROFESSIONAL FEES

Cushing Terrell agrees to perform the services listed on Exhibit A (attached) based on Time & Materials to a maximum fee amount for the scope and process described. All reimbursable costs will be billed separately at cost plus 10% only as needed.

CD – Construction Drawings	\$ 6,705.00
<u>Construction Administration</u>	<u>\$ 3,075.00</u>
Design Services (Estimated Time & Materials FEE)	\$ 9,780.00

We have drafted the following support information for the Proposal:

- Scope of Work – Exhibit A
- CT Fee Detail – Exhibit B

Cushing Terrell will provide an Agreement, AIA B105, for providing the above design work. Signature on this proposal serves as a notice to proceed. This proposal is not a contract; however, if work has begun prior to signing a contract, the terms of this proposal shall be considered binding until a contract is signed. This proposal is valid for 90 (ninety) days from date of issue.

Thank you for this opportunity. We are looking forward to providing you with the Architectural and Engineering services for this project. If you have any questions, please do not hesitate to contact Bob La Perle at (406) 896-6159; Email: boblaperle@cushingterrell.com

CUSHING TERRELL

Robert E. LaPerle



Digitally signed by Robert E. LaPerle
DN: C=US,
E=boblaperle@cushingterrell.com,
O=Cushing Terrell, CN=Robert E.
LaPerle
Reason: I am the author of this
document.
Date: 2024.08.19 11:08:15-0600'

Bob La Perle, AIA
Sr. Project Manager

Accepted:

Date:

Client Approval



PROJECT SCOPE OF WORK
Yellowstone County – Youth Services Center – Emergency Generator
August 16, 2024

The Scope: The design for the installation for a new emergency generator as noted in the plan images below:



Design Services

Architectural, Plumbing and Electrical Engineering, using the design process including:

1. Site meeting to verify intent and expectations.
2. CD Plan to review and confirm scope w/users.
3. Permit drawings.
4. Construction Administration w/ inspections

CONSTRUCTION DOCUMENTS (CD) Phase: Construction Documents requiring a building permit. Construction and response to Contractor questions.

CONSTRUCTION ADMINISTRATION (CA) Phase: Supervision of the Contractors work during construction, including review of pricing and submittals, address (Request for Information (RFI), Attend pre-construction/coordination meeting, final inspection-punch list at completion.

END OF SCOPE DOCUMENT

cell c5 thru f5 is a pull-down menu

yellow shaded cells require manual input

DETAIL		Cushing Terrell Billings, MT cushingterrell.com		DATE: 8/16/2024 PROJECT NAME: YC Youth Svc E-Gen DESIGN STAGE: DD+CD & CA CUSHING TERRELL FILE NAME: JNBDY2024/LA/VC-1		TOTAL HOURS													
NO	DESCRIPTION OF ACTIVITY	Management		Architectural		Interior		Structural		Mechanical		Electrical		Other		Support	TOTAL		
		Proc	PM	Arch Sr	Arch	Int Sr	Int	Str Sr	Str	Mech Sr	Mech	Elec Sr	Elec	Other Sr	Other				
1	PROJECT MANAGEMENT																	05	
2	Review Scope				0.5													15	
3	CFR Set-Up Project				2.0													2.0	
4	Billing & Misc																		
5	Design Development (N/A)																		
6	Construction Documents																		
7	Meetings & Presentations																		
8	Drawings (Plans, Elev. & Det.)				0.5													3.5	
9	Specifications																	3.5	
10	Misc. Calls & Follow-up Stamp																	3.7	
11	Site Visit																	2.0	
12	BID (Pre-Select Clr.)																		
13	CAF Punch Lst																		
14	Pre-Construction																	2.0	
15	Bid review AVE				0.5													0.5	
16	RFI Responses																	2.0	
17	Submittals																	2.0	
18	Site Meeting 12 wks																	4.5	
19	Final Punch - Site Visit																	2.0	
20	Per Apps																		
21	Misc. mgs																		
22	Total																	72.2	
23	RECORD DRAWINGS																		
24	Collect and Issue Cost Files				1.0													2.0	
25	TOTAL MAN HOURS FEE TYPE				6		1		2	14	4		3	2	26	7	4	4	

 **AIA® Document B105® – 2017****Standard Short Form of Agreement Between Owner and Architect**

AGREEMENT made as of the 19th day of August in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Yellowstone County
Board of County Commissioners
217 North 27th Street
Billings, MT 59101

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

CTA Inc. dba Cushing Terrell
13 North 23rd Street
Billings, MT 59101

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

County Youth Services Center – Emergency Generator
410 South 26th St. Billings, MT
Design for new Emergency Generator

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances on similar projects. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Professional Design Services consist of architecture and structural and electrical engineering for the following:

Design for the installation for a new emergency generator. The new exterior installation will include a new pad mounted unit with a masonry wall to support control panels outside the building. This scope will be a preselected general construction contract.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints, and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications, and other documents prepared by the Architect are the Architect's Instruments of Service and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect. There are no intended third party beneficiaries of this Agreement.

Init.

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User Notes:

(793457462)

The Architect shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Time & Materials billed hourly to a Maximum of \$9,780.00

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project; The reimbursable costs are estimated @ \$100.00. These will be presented at cost plus ten percent (10%).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of twelve percent (12 %) annum , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond twelve (12) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

During the term of this Agreement and following its expiration or termination for any reason, neither Owner nor Architect shall transfer, assign, convey or sublet any right, claims **(including any causes of action or claims alleging breach, negligence, loss or damages arising out of this Agreement)**, duty or obligation under it, nor any other interest therein, without the prior written consent of the other party.

The Owner understands and acknowledges that although the Instruments of Service shall be prepared within the Standard of Care stated in Article 1 of this Agreement, the Contractor may require additional information from the Architect to clarify, correct, supplement, and coordinate the design intent shown in the Construction Documents that result in increases in the Construction Cost, and that an increase in the Construction Cost does not automatically mean that the Architect has breached the Standard of Care.

Except as set forth in this Section, or as expressly agreed in writing by the Architect and Owner, no person other than the parties to this Agreement or their successors and assigns shall be a third party beneficiary of the obligations contained in this Agreement or have the right to enforce any of its provisions.

~~In recognition of the relative risks and benefits of the project to both the Owner and Architect, the risks have been allocated such that Owner agrees, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, to limit the total liability, in the aggregate, of Architect, its officers, employees, agents, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, costs, including attorney's, court, expert witness fees, injuries or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement, from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of Architect or Architect's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the fee paid to the Architect under this Agreement or \$100,000.00, whichever is greater. This limitation applies to every legal theory or cause of action. Owner acknowledges that Architect has offered additional limits of liability an additional fee and Owner has elected not to purchase additional limits of liability.~~

Init.

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

Robert E. LaPerle

Digitally signed by Robert E. LaPerle
DN: C=US,
E=boblaperle@cushingterrell.com,
O=Cushing Terrell, CN=Robert E.
LaPerle
Reason: I am the author of this
document
Date: 2024.08.20 09:46:04-06'00'

OWNER *(Signature)*

ARCHITECT *(Signature)*

(Printed name and title)

Robert. La Perle Sr. Project Manager

(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for

AIA® Document B105® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:53:30 ET on 08/19/2024.

PAGE 1

AGREEMENT made as of the 19th day of August in the year 2024

...

Yellowstone County
Board of County Commissioners
217 North 27th Street
Billings, MT 59101

...

CTA Inc. dba Cushing Terrell
13 North 23rd Street
Billings, MT 59101

...

County Youth Services Center – Emergency Generator
410 South 26th St. Billings, MT
Design for new Emergency Generator

PAGE 2

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar ~~circumstances~~ circumstances on similar projects. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

~~During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.~~ Professional Design Services consist of architecture and structural and electrical engineering for the following:

Design for the installation for a new emergency generator. The new exterior installation will include a new pad mounted unit with a masonry wall to support control panels outside the building. This scope will be a preselected general construction contract.

~~During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™ 2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105 2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.~~

...

The Owner shall provide full information about the objectives, schedule, ~~constraints~~ constraints, and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

...

Drawings, ~~specifications~~ specifications, and other documents prepared by the Architect are the Architect's Instruments of ~~Service~~, Service and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the ~~information~~, information or has permission from the copyright owner to transmit the information for its use on the Project.

...

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect. There are no intended third party beneficiaries of this Agreement.

The Architect shall have no responsibility for the discovery, presence, handling, ~~removal~~ removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

PAGE 3

~~The Owner shall pay the Architect an initial payment of (\$) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice. Time & Materials billed hourly to a Maximum of \$9,780.00~~

~~The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus percent (%) Project; The reimbursable costs are estimated @ \$100.00. These will be presented at cost plus ten percent (10%).~~

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of twelve percent (12 %) annum, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of

consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond (~~—~~twelve (12) months of the date of this Agreement through no fault of the Architect.

...

During the term of this Agreement and following its expiration or termination for any reason, neither Owner nor Architect shall transfer, assign, convey or sublet any right, claims (including any causes of action or claims alleging breach, negligence, loss or damages arising out of this Agreement), duty or obligation under it, nor any other interest therein, without the prior written consent of the other party.

The Owner understands and acknowledges that although the Instruments of Service shall be prepared within the Standard of Care stated in Article I of this Agreement, the Contractor may require additional information from the Architect to clarify, correct, supplement, and coordinate the design intent shown in the Construction Documents that result in increases in the Construction Cost, and that an increase in the Construction Cost does not automatically mean that the Architect has breached the Standard of Care.

Except as set forth in this Section, or as expressly agreed in writing by the Architect and Owner, no person other than the parties to this Agreement or their successors and assigns shall be a third party beneficiary of the obligations contained in this Agreement or have the right to enforce any of its provisions.

In recognition of the relative risks and benefits of the project to both the Owner and Architect, the risks have been allocated such that Owner agrees, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, to limit the total liability, in the aggregate, of Architect, its officers, employees, agents, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, costs, including attorney's, court, expert witness fees, injuries or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement, from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of Architect or Architect's officers, directors employees, agents or subconsultants, or any of them, shall not exceed the fee paid to the Architect under this Agreement or \$100,000.00, whichever is greater. This limitation applies to every legal theory or cause of action. Owner acknowledges that Architect has offered additional limits of liability an additional fee and Owner has elected not to purchase additional limits of liability.

PAGE 4

Robert. La Perle Sr. Project Manager

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:53:30 ET on 08/19/2024 under Order No. 3104239063 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ – 2017, Standard Short Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

Robert E. LaPerle

Digitally signed by Robert E. LaPerle
DN: C=US,
E=roblaperle@cushingterrell.com,
O=Cushing Terrell, CN=Robert E.
LaPerle
Reason: I am the author of this
document
Date: 2024.08.20 09:47:11-06'00'

(Signed)

(Title)

(Dated)

B.O.C.C. Regular

3. c.

Meeting Date: 08/27/2024

Title: Metra ARPA Invitation for Bid South Expo Lot

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Metra ARPA Infrastructure South Expo Lot Invitation for Bid

BACKGROUND:

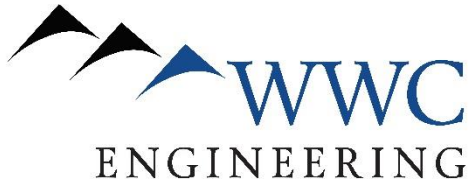
MetraPark is requesting Commissioners' approval to release the Metra ARPA Infrastructure South Expo Lot Invitation for Bid. Bids will be received until 3 p.m. August 30th and publicly opened and read aloud on September 3rd at the Yellowstone County Commissioners regular Board meeting.

RECOMMENDED ACTION:

Approve and Release the IFB

Attachments

Metra IFB SOUTH EXPO LOT



Project Manual

MetraPark South Expo Lot

Construction Project



AUGUST 2024

METRAPARK

MONTANA'S ENTERTAINMENT & TRADE CENTER

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DISADVANTAGED BUSINESS ENTERPRISE DOCUMENTS

CERTIFICATION REGARDING DEBARMENT

GEOTECHNICAL REPORT

CONSTRUCTION DRAWINGS

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
SECTION 00100 INVITATION TO BID

Separate sealed bids for construction of the South Expo Lot Construction Project will be received by Yellowstone County, Montana at Yellowstone County Commissioner’s Office, 316 N 26th Room 3101, Billings, MT until 3 pm local time on August 30th and then publicly opened and read aloud on September 3rd at the Board of County Commissioners meeting.

The project consists of asphalt reconstruction to include milling of asphalt, grading, paving, concrete removal and placement, water main and service replacement, sanitary sewer main and service replacement, and storm drain improvement and replacement.

Five (5) copies of the bid (1 original, 4 copies) must be submitted.

Digital copies of the Bidding Documents including Drawings and the Project Manual are available at Billings Builder’s Exchange.

There will be a Pre-Bid Conference at the office of WWC Engineering, 550 S 24th St W Suite 201, Billings, MT, on August 22nd at 10 am local time. Interested Contractors are highly encouraged to attend.

All questions shall be submitted by August 21st at 5 pm local time.

CONTRACTOR and any of the CONTRACTOR’S Subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, PO Box 8011, 1805 Prospect, Helena MT 59604-8011. Information on registration can be obtained by calling (406) 444-7734. All laborers and mechanics employed by Contractor or Subcontractors in performance of the construction work shall be paid wages at rates as required by The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

Each bid must be accompanied by a Certified Check, Cashier’s Check, or Bid Bond payable to Yellowstone County, MT, in an amount not less than ten percent (10%) of the total amount of the bid. Successful Bidders shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance, as required, shall be provided by the successful Bidder(s) and a certificate(s) of that insurance shall be provided.

This project is funded in part or in whole with grant/loan funding from American Rescue Plan Act (ARPA) of 2021.

Award of the project will be contingent upon receiving funding and award concurrence from Yellowstone County Commissioners.

Bids may only be withdrawn as provided in Article 15 of the Instructions to Bidders.

The Montana 1% Gross Receipts Tax applies to this project.

The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid that is in the best interest of the Owner.

Yellowstone County, Montana is an Equal Opportunity Employer.

Published at Yellowstone County News, Montana, this 16th day of August, 2024.

Published at Yellowstone County News, Montana, this 23rd day of August, 2024.

Published at Yellowstone County News, Montana, this 30th day of August, 2024.

(Title)

(Address)

END OF SECTION 00100

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader or later versions. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the

Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.056.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within seven (7) days of Owner's request, Bidder must submit the following information:

- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
- B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
- C. Bidder's state or other contractor license number, if applicable.
- D. Subcontractor and Supplier qualification information.
- E. Other required information regarding qualifications.

~~3.02 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:~~

- ~~A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~
- ~~B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~
- ~~C. Bidder's state or other contractor license number, if applicable.~~
- ~~D. Subcontractor and Supplier qualification information.~~
- ~~E. Other required information regarding qualifications.~~

3.03 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or Invitation to Bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- B. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

- C. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:
 - 1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
 - 2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding documents.

Owner will make copies of these other Site-related documents available to any Bidder on request.

- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.
- E. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. A Site visit is not scheduled at this time.
- B. Bidders visiting the Site are required to arrange their own transportation to the Site.
- C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- D. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

- E. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- F. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.

- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of ten (10%) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for portions of the Work within seven days after Bid opening.
- 11.02 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

~~13.01—Lump Sum~~

~~A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.~~

~~13.02—Base Bid with Alternates~~

~~A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.~~

~~B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.~~

~~13.03—Sectional Bids~~

~~A. Bidders may submit a Bid on any individual section or any combination of sections, as set~~

~~forth in the Bid Form.~~

- ~~B. Submission of a Bid on any section signifies Bidder's willingness to enter into a Contract for that section alone at the price offered.~~
- ~~C. If Bidder submits Bids on individual sections and a Bid based on a combination of those sections, such combined Bid need not be the sum of the Bids on the individual sections.~~
- ~~D. Bidders offering a Bid on one or more sections must be capable of completing the Work covered by those sections within the time period stated in the Agreement.~~

13.04 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.05 *Allowances*

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents shall include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. ~~In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.~~
 - C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.
 - D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS, INSURANCE, AND TAX

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.
- 19.03 All Contractors are reminded that one percent (1%) of the total Contract sum will be withheld from all payments due to Contractors according to State Statute Title 15 Chapter 50 M.C.A.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance

documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—STATE LAWS AND REGULATIONS

All applicable laws, ordinances and the rules and regulations of authorities have jurisdiction over construction of the project shall apply to the Contract throughout. State laws and ordinances which the Contractor must comply with, include but are not limited to, those involving workers compensation insurance, contractor registration, employment preference to Montana contractors and Montana residents, and gross receipts tax.

END OF SECTION

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

MetraPark South Expo Lot Construction Project

(Name of Project)

Billings, MT

(Location)

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security.
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.
- C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids.
- D. Contractor's certification regarding debarment.
- E. Disadvantaged Business Enterprise Utilization documents.

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:
- B. Bid Alternate 1 is included herein as additional construction for the placement of asphalt millings work to be completed in Lot 1 and the adjacent access road to Gate 2 of the MetraPark. If Bid Alternate 1 is awarded, the associated plan sheets and bid items will be included within the awarded contract.
- C. Bid Alternate 2 is included herein as additional construction for the water and concrete work to be completed in the Carnival Lot of the MetraPark. If Bid Alternate 2 is awarded, the associated plan sheets and bid items will be included within the awarded contract.

SEE FOLLOWING ATTACHED BID TAB

MetraPark Infrastructure Improvements Project
South Expo Lot Construction Project
Bid Form
Base Bid
Prepared by: WWC Engineering
August 2024

Bid Item No.	Measure & Pay Section	Item Description	Unit	Estimated Quantity	Estimated Unit Cost	Total Cost
General Items						
101	00910	Mobilization/Demobilization	LS	1		
102	00910	Taxes, Bonds, Insurance	LS	1		
103	00910	Construction Surveying	LS	1		
104	00910	Construction Traffic Control	LS	1		
105	00910	SWPPP Administration	LS	1		
106	00910	Miscellaneous Force Account	LS	1	\$ 20,000.00	\$20,000.00
107	00910	Miscellaneous Demo Items	LS	1		
108	00910	Exploratory Excavation	LS	1	\$ 5,000.00	\$5,000.00
109	00910	CCTV Inspection	LS	1	\$ 5,000.00	\$5,000.00
110	00910	Private Utility Locating	HR	40		
111	00910	Underground Utility Crossing	EA	50		
112	00910	Raise/Lower Existing Utility	EA	2		
113	00910	Relocate Existing Utility	LF	200		
114	00910	Tree Removal - Class I	EA	5		
115	MPWSS	Type II Pipe Bedding	CY	270		
116	MPWSS	Flowable Fill	CY	20		
117	00910	Rock Hammer	HR	10		
Surfacing & Site Work						
118	MPWSS	Excavation Above Subgrade	CY	3499		
119	00910	4" Asphalt Pavement - 10" Crushed Base	SY	9689		
120	00910	4" Asphalt Millings	SY	8675		
121	00910	6" Thickness Crushed Base	SY	20203		
122	00910	Sub-excavation/ Replacement Below Subgrade	SY	1938		
123	00910	Concrete Removal	SF	1772		
124	00910	Combined Concrete Curb and Gutter	LF	379		
125	00910	Concrete Sidewalk	SF	715		
126	00910	Concrete Ribbon	LF	462		
127	00910	Concrete Valley Gutters	SF	857		
128	00910	ADA Ramp	SF	101		
129	00910	Expo South Lot Service Station	EA	4		
130	00910	Pavilion Courtyard Service Station	EA	4		
131	00910	4" Steel Bollard	EA	24		
132	00910	Seeding	LS	1		

Bid Item No.	Measure & Pay Section	Item Description	Unit	Estimated Quantity	Estimated Unit Cost	Total Cost
Surfacing & Site Work (cont.)						
133	00910	Plant Tree	EA	5		
134	00910	Pond Supply Line	LS	1		
135	00910	Irrigation Supply Line	LF	904		
136	00910	Irrigation System Restoration	LS	1		
Stormwater						
201	MPWSS	6" SDR 35 PVC Storm Pipe	LF	221		
202	MPWSS	8" SDR 35 PVC Storm Pipe	LF	143		
203	MPWSS	12" SDR 35 PVC Storm Pipe	LF	549		
204	MPWSS	Basic Manhole, 5'0" Depth (48" Dia.)	EA	2		
205	MPWSS	Additional Manhole Depth (48" Dia.)	VF	25		
206	MPWSS	Basic Manhole, 5'0" Depth (72" Dia.)	EA	1		
207	00910	2'X3' Curb Inlet	EA	1		
208	00910	2'X3' Curb Inlet with 72" Dia. Manhole	EA	1		
209	00910	48" Dia. Manhole with Small Flat Inlet	EA	4		
210	00910	Trench Drain	LS	1		
Potable Water						
301	00910	Connect to Existing Water Main	EA	4		
302	00910	1" SDR9 HDPE Water Line	LF	178		
303	00910	8" C900 PVC Water Main	LF	253		
304	00910	12" C900 PVC Water Main	LF	567		
305	00910	16" C900 PVC Water Main	LF	2		
306	00910	8" Gate Valve	EA	1		
307	00910	12" Gate Valve	EA	1		
308	00910	8" Bend (All Angles)	EA	2		
309	00910	12" Bend (All Angles)	EA	5		
310	00910	16"x8" Reducer	EA	1		
311	00910	1" Water Service Connection to Nile Building	EA	1		
312	00910	1" Water Service Connection to 4-H Building	EA	1		
313	00910	Yard Hydrant	EA	8		
314	00910	6" Hydrant Assembly (Includes Risers)	EA	2		
315	00910	Removal of Existing Hydrant Assembly	EA	2		
316	MPWSS	Adjust Existing Water Valve	EA	3		
317	00910	Temporary Water Supply	LS	1		
Sanitary Sewer						
401	00910	Connect to Existing Sanitary Sewer Manhole	EA	2		
402	MPWSS	Basic Manhole, 5'0" Depth (48" Dia.)	EA	4		
403	MPWSS	Additional Manhole Depth (48" Dia.)	VF	12		
404	MPWSS	8" SDR 35 PVC Sewer Main	LF	343		

Bid Item No.	Measure & Pay Section	Item Description	Unit	Estimated Quantity	Estimated Unit Cost	Total Cost
Sanitary Sewer (cont.)						
405	MPWSS	10" SDR 35 PVC Sewer Main	LF	286		
406	MPWSS	12" SDR 35 PVC Sewer Main	LF	285		
407	MPWSS	Adjust Existing Sanitary Sewer Manhole	EA	2		
408	00910	Sanitary Cleanout	EA	8		
409	00910	Temporary Sanitary Sewer Bypass Pumping	LS	1		
Electrical						
501		Raise Existing Power Sectionalizer	LS	1		
502		Remove Existing Light Pole	EA	3		
503		Connect to Existing Power	EA	2		
504		Install Lightpole	EA	5		
505		Electrical Conductor	LF	2376		
506		Electrical Conduit	LF	594		
507		Pull Box - Type 2 Composite	EA	8		
Total Base Bid Construction Cost:						
Total Base Bid in Words:						

MetraPark Infrastructure Improvements Project
South Expo Lot Construction Project
Bid Form
Bid Addendum 1
Prepared by: WWC Engineering
August 2024

Bid Item No.	Measure & Pay Section	Item Description	Unit	Estimated Quantity	Estimated Unit Cost	Total Cost
General Items						
1101	00910	Mobilization/Demobilization	LS	1		
1102	00910	Taxes, Bonds, Insurance	LS	1		
1103	00910	Construction Surveying	LS	1		
1104	00910	Construction Traffic Control	LS	1		
Surfacing & Site Work						
1105	00910	4" Asphalt Millings	SY	14937		
Total Bid Addendum 1 Construction Cost:						
Total Bid Addendum 1 in Words:						

MetraPark Infrastructure Improvements Project
South Expo Lot Construction Project
Bid Form
Bid Addendum 2
Prepared by: WWC Engineering
August 2024

Bid Item No.	Measure & Pay Section	Item Description	Unit	Estimated Quantity	Estimated Unit Cost	Total Cost
General Items						
2101	00910	Mobilization/Demobilization	LS	1		
2102	00910	Taxes, Bonds, Insurance	LS	1		
2103	00910	Construction Surveying	LS	1		
2104	00910	Construction Traffic Control	LS	1		
2105	00910	SWPPP Administration	LS	1		
2106	00910	Miscellaneous Demo Items	LS	1		
2107	00910	Exploratory Excavation	LS	1	\$ 2,000.00	\$2,000.00
2108	00910	CCTV Inspection	LS	1	\$ 1,500.00	\$1,500.00
2109	00910	Private Utility Locating	HR	12		
2110	00910	Underground Utility Crossing	EA	24		
Surfacing & Site Work						
2111	00910	Concrete Sidewalk	SF	175		
Potable Water						
2301	00910	Connect to Existing Water Main	EA	1		
2302	00910	1" SDR9 HDPE Water Line	LF	257		
2303	00910	2" SDR9 HDPE Water Line	LF	347		
2304	00910	1" Gate Valve	EA	2		
2305	00910	1" Bend (All Angles)	EA	1		
2306	00910	1"X1" Tee	EA	3		
2307	00910	2"X1" Tee	EA	7		
2308	00910	Connection to Existing Service	EA	1		
2309	00910	Yard Hydrant	EA	7		

Total Bid Addendum 2 Construction Cost:

Total Bid Addendum 2 in Words:

D. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 *Bid Acceptance Period*
- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 *Bidder's Representations*
- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

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BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Address <i>(principal place of business)</i> :	Bid Project: MetraPark South Expo Lot Construction Project, Billings Montana Bid Due Date: August 30 th , 2024
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
<i>(Full formal name of Bidder)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature) (Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Yellowstone County, Montana (“Owner”) and _____ (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The project consists of asphalt reconstruction to include milling of asphalt, grading, paving, concrete removal and placement, water main and service replacement, sanitary sewer main and service replacement, and storm drain improvement and replacement located at MetraPark in Billings, MT.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained WWC Engineering (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by WWC Engineering.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially complete within 75 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$1,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Traffic Control*: Contractor shall follow area closure requirements as identified in Special Provisions 00910, SP-25: Construction Zones. Contractor shall pay Owner \$5,000 for each day that access is restricted beyond the allowances identified.
 3. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,500 for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. ~~For all Work other than Unit Price Work, a lump sum of \$ _____.~~

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Unit Price Work (subject to final Unit Price adjustment) \$ _____.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage).
 - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment or return or release retainage at Substantial Completion

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or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest

A. All amounts not paid when due will bear interest at the rate of percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Specifications as listed in the table of contents of the project manual.
 5. Drawings (not attached but incorporated by reference) with each sheet bearing the following general title: South Expo Lot Construction Project.
 6. Drawings listed on the attached sheet index.
 7. Addenda (numbers __ to __, inclusive).
 8. Exhibits to this Agreement (enumerated as follows):
 - a. _____
 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

A. In order to induce Owner to enter into this Contract, Contractor makes the following

representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive
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practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(where applicable)

State: _____

PERFORMANCE BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Mailing address <i>(principal place of business)</i> :	Contract Description: Project: MetraPark South Expo Lot Construction Project, Billings Montana Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Mailing address <i>(principal place of business)</i> :	Contract Description: Project: MetraPark South Expo Lot Construction Project, Billings Montana Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows:

STANDARD SPECIFICATIONS, AND GENERAL & SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

The Montana Public Works Standard Specifications (MPWSS), 2021 edition, Standard General Conditions (EJCDC C-700), and Supplementary Conditions (EJCDC C-800) are incorporated by reference. Project-specific Special Provisions that further clarify the construction contract are included in the Project Manual.

SPECIAL PROVISIONS

SECTION 00910

PROJECT SPECIFIC PROVISIONS

SP - 1. FORMAT

The specifications for this project include by reference the Montana Public Works Standard Specifications (MPWSS) Seventh Edition, April 2021. The MPWSS pages are not printed in this Project Manual but are made part of these Contract Documents and the Contractor must comply with any and all such regulations, unless modified herein. Copies of the MPWSS Document can be obtained from the Montana Contractor Association (MCA) located in Helena, MT. MCA can be contacted by phone at (406) 442-4162 for more information.

The following Special Provisions include additional requirements that are specific to this project. In case of a conflict, the hierarchal order of precedence is as listed in MPWSS.

SP - 2. CONTRACT AND SCHEDULING

One (1) contract will be awarded for this project with all bid items contained in the bid forms found within this Project Manual.

The contract time allowed for this project is described in the Agreement form for this Contract.

SP - 3. SUBSTANTIAL COMPLETION

It is the responsibility of the Contractor to initially request the granting of Substantial Completion at a point in the project when it considers the project to be ready for its intended use. The date of Substantial Completion will generally be determined by the Engineer upon completion of, at a minimum of but not limited to, the following major project components which provide the Owner full beneficial use of the project area:

1. Installation, successful completion of testing, and acceptance of all water, sanitary, and storm drain improvements;
2. Installation, successful completion of testing, and acceptance of all asphalt, concrete, and surface improvements;
3. Installation of all electrical improvements.

The Engineer reserves the right to withhold the determination of Substantial Completion if there are questions that persist about completion or quality of improvements.

SP - 4. COPIES OF DOCUMENT

The Owner shall furnish to Contractor two printed copies of the Contract Documents (including one fully signed counterpart of the Agreement) and one electronic portable document format (PDF).

SP - 5. OWNER'S SITE REPRESENTATIVE

Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not the Engineer's consultant, agent, or employee. Owner's Site Representative will be Hulteng, Inc., and will communicate directly with the Engineer.

SP - 6. SMALL, MINORITY AND WOMEN'S BUSINESSES

If Contractor intends to let any subcontracts for a portion of the work, Contractor will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps will include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. The required forms to complete and turn in with the Bid are provided in the Contract Documents.

SP - 7. DEBARMENT AND SUSPENSION

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This certification form is provided in the Contract Documents.

SP - 8. SUBMITTALS - SHOP DRAWINGS AND SAMPLE REQUIREMENTS

Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal, including Manufacturer's Certification letter for any item in the submittal subject to American Iron and Steel requirements and include the Certificate in the submittal. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

SP - 9. WORK HOURS

Work hours shall be as outlined in the Standard General Conditions and as adjusted herein. Normal work hours requiring engineering oversight shall be between 7 a.m. and 6 p.m. Monday through Friday excluding legal holidays. Legal Holidays include:

New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

The contractor may request, two working days in advance, approval from the Engineer to work Saturdays and/or Sundays. If work requiring engineering oversight is required outside of this timeframe, the costs of oversight by the Engineer shall be considered part of Contractor's liquidated damages and shall be at the rate of the Engineer's current Schedule of Charges on an hourly basis.

No work will be conducted between the hours of 8 p.m. and 7 a.m. Work may be completed outside of the accepted work times, if necessary, in case of emergencies or for the protection of equipment and finished work without prior written approval from the Owner and Engineer. The Contractor may complete work between 6 p.m. and 8 p.m. that does not require engineering oversight, such as site cleanup and staging of materials.

Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, or any legal holiday, resulting from actions caused by the Contractor (subcontractor scheduling, schedule concerns, inadequate planning, etc.). If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.01.E of the Standard General Conditions of the Construction Contract.

SP - 10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

Where applicable, for contracts awarded by the Owner in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by the Montana Prevailing Wage Rates for Highway Construction 2024, Effective January 13, 2024, found at <https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/>. Under 40 U.S.C. 3702 of the Act, the Contractor will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic will be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

SP - 11. GEOTECHNICAL REPORT

A geotechnical investigation and report were completed during the design phase for this project. Recommendations in that report shall be considered as part and parcel to these specifications unless otherwise noted. The report is included in the Contract Documents for the Contractor's reference.

SP - 12. CONSTRUCTION LIMITS

The Contractor is required to confine construction activities within the limit of the project area, unless there are specifically identified construction or staging areas, and the Engineer shall determine if construction activities occurred outside of these limits. The designated construction area is shown on the Plans and is the area of the project that is awarded, which may include the area south of the Expo Building and East of the Pavilion Building, area south of the Pavilion Building, area west of the Open Air Barn, Lot 1, and water services to the buildings east and south of the Carnival Lot.

Unless specifically designated for removal, all trees, and other improvements in or adjacent to the project shall not be touched, trimmed, or injured. All restoration outside the limits of the construction areas shall be at the Contractor's expense.

Storage of materials for completion of the work shall occur within the project area. Materials will not be stored directly in front of the Pavilion, Expo, or any other Metra facility entrances and must be located in an area agreed upon by Metra staff prior to the Work. Refer to Construction Zones Special Provision regarding parking lot closures during the work. The MetraPark property will continue operation, and events will be held throughout the duration of the project. It is the Contractor's responsibility to provide security for all equipment, tools, and materials at the property.

SP - 13. STORMWATER MANAGEMENT AND BMPS

The Contractor shall make note that this project is subject to Montana Department of Environmental Quality (MDEQ) Storm Water General Discharge Permit authorization. The Contractor shall pay the application fee, the first annual fee and additional annual fees necessary until the termination of the permit has been granted by the Montana Department of Environmental Quality. The Contractor is responsible for securing and administering the permit and installation and maintenance of the erosion control structures. All Storm Water Management and Erosion Control, and BMPs for this project shall comply with the requirements set forth by Chapter 28, Billings Municipal City Code (BMCC) and in the general permit for Storm Water Discharges Associated with Construction Activity which can be obtained from MDEQ at: [http:// www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp](http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp)

A Notice of Intent (NOI) and a Storm Water Pollution Prevention Plan (SWPPP) shall be required. The Contractor shall submit the NOI and SWPPP to MTDEQ. A copy of the State acceptance letter shall be submitted to the Engineer upon receipt. The NOI shall be completed with the Contractor as Applicant/Certified SWPPP Administrator. The applicant shall be responsible for achieving final stabilization and submitting the Notice of Termination (NOT).

The Contractor shall comply with all requirements and conditions of the General Permit and the Storm Water Pollution Prevention Plan (SWPPP). Failure to do so will result in the issuing of an order to suspend work in addition to the potential fines that may be assessed by the Montana Department of Environmental Quality.

The Contractor's responsibilities regarding maintenance of erosion control structures, after final project acceptance, will be limited to the areas disturbed by the project only. The Contractor will not be responsible for erosion control beyond the disturbed areas of this project due to adjacent construction. As most all of the project area doesn't have vegetation, those portions do not need to be reseeded.

It is the Contractor's responsibility to document the extent of disruption due to construction activities directly related to this project. The documentation should include pictures with a date stamp that is concurrent with the date of final acceptance.

SP - 14. CONSTRUCTION STAKING

The Engineer will provide one-time staking for the project to include the water, sanitary, and stormwater infrastructure (piping, inlets, manholes, services), curb and gutter, valley gutters, and light pole bases. Additionally, the Engineer will provide project control points for the Contractor's use. Further staking outside of these points or re-staking of these points will be at the expense of the Contractor. Electronic data for the project will be provided to the Contractor for survey purposes. This electronic data will be utilized for grading of the subgrade, base, and hard surfacing. It is the responsibility of the Contractor to verify the accuracy of the survey data provided and notify the Engineer of any issues that may come up. It is the responsibility of the Contractor to construct the project per the plans provided and to notify the Engineer if the electronic data or stakes differs from the plans.

The Contractor shall notify the Engineer, in writing, with all staking requests. These requests shall be made 72 hours in advance.

Due to the project's proximity to Billings-Logan International Airport, the use of unmanned aerial vehicles is prohibited.

SP - 15. NATURE OF THE WORK

Due to the nature of this project, replacing piping systems in an old or deteriorated condition or providing new piping adjacent to the old existing piping, it is not uncommon to experience leaks or other problems with the existing piping system during installation of the new or replacement pipe. If this circumstance develops during construction and repairs are needed to keep the old system in service, the Metra Facilities Manager should be contacted immediately to shut down the existing system until repairs can be completed. The Contractor will be responsible for the repair work due to the proximity of the Contractor's crew and equipment. Payment for the Contractor's repair work shall be made under the Exploratory Excavation bid item. The Engineer shall determine if repairs significantly impacted the Contractor's ability to meet the contract timeframe, and additional calendar day(s) may be awarded.

Any reference to exploration in this specification shall mean exploration and/or repair work and will be paid at the same hourly rate. Repair work shall be completed in a timely manner, and in all cases before the completion of the shift. No payment for down time for the crew or

equipment shall be made while making repairs since it is expected that the crew and/or equipment not directly needed for repairs can be utilized for other temporary tasks on this same schedule. The above discussion refers only to problems that develop due to non-negligence of the Contractor.

SP - 16. PRIVATE UTILITIES COORDINATION

The Contractor is responsible for checking with owners of underground utilities prior to construction to determine locations in the Project Area. The Contractor shall coordinate work with private utility owners throughout the completion of the work. Prior to the start of the work, a Montana One-Call ticket must be completed by the Contractor. The Contractor is advised that some utilities may not be identified by this locate. Last Call Locating, (406) 698-9850, serves as MetraPark's private utility locate company and the Contractor shall ensure they be included in all utility locate requests.

Coordination for relocation, crossing, support, or reinstallation of all private utilities is the responsibility of the Contractor. The Contractor will obtain all permits and authorizations necessary for completion of the work near private utilities. Contractor is made aware that private utilities located at the MetraPark may not be able to be located or shown on plans and Contractor is responsible to locate and excavate without damaging these utilities during the course of the work. Locating and excavating without damaging these utilities is incidental to private utility locating and dry utility crossings. Any damage incurred to private utilities due to performing work, whether shown on plans or not, are to be repaired in a timely manner and at the expense of the Contractor.

SP - 17. POTHOLE TO VERIFY EXISTING UTILITIES

The Contractor shall pothole to verify existing utility crossing depths/separation distances for all locations where proposed facilities cross existing public and/or private utility lines with separation distances anticipated to be 2 feet or less. The pothole work shall be completed prior to construction or prior to starting the next section of work (e.g., manhole to manhole). The Contractor shall notify the Engineer immediately of any grade conflicts. Utility crossings for the purposes of this Special Provision shall include crossings of mains, laterals, and services (public and private).

Pothole verification work shall be incidental to the Underground Utility Crossing bid item as indicated in the Bid Form.

SP - 18. ROCK HAMMER

The requirements of this Special Provision shall supplement MPWSS Section 02221. The Contractor shall perform rock hammer where existing boulders interfere with the utility trench path as identified on the Plans. This work can be completed through any standard rock hammer method, including standard excavation or other approved method. The Contractor shall identify the need for and obtain prior approval from the Engineer prior to beginning any rock hammer activities. The RPR shall be on-site during the entire rock hammer work, which will be quantified using prevailing wage of operator(s) and Contractor's rental and equipment rates required to complete the work. Rock hammer must be equivalent to a CAT 320 mounted rock hammer or larger.

SP - 19. EXPLORATORY EXCAVATION

The requirements of this Special Provision shall supplement MPWSS Section 02221. The Contractor shall perform exploratory excavation to identify or verify the location of underground infrastructure not associated with identifying buried utilities described in SP-17 above. This work can be completed through any standard exploratory method including standard excavation, mini-excavation, hand excavation, or other approved method. The Contractor shall identify the need for and obtain prior approval from the Engineer prior to beginning any exploratory excavation. The RPR shall be on-site during the entire exploratory excavation work, which will be quantified using prevailing wage of laborer(s) and Contractor's equipment rates required to complete the work. A specific dollar amount is dedicated to this service as identified in the bid form.

SP - 20. GAS MAIN DRESSER COUPLINGS

The Contractor shall contact a natural gas company field representative when they expose dresser couplings on the gas line, and identify and mark their location.

SP - 21. TEMPORARY CONTROLS

Temporary service shall be provided by the Contractor during any period when utility lines are disturbed unless the Contractor makes other arrangements that are satisfactory with the utility users and owner. Service of existing utility lines, if interrupted, shall be restored as quickly as possible. Utility lines include, but are not limited to: water, storm, sanitary sewer, power, telephone, gas, and cable. Unless otherwise noted, temporary service is incidental to the bid items involved in other Work.

The Contractor shall handle existing flows in the existing storm drains as required to properly construct the new improvements and make necessary connections to existing utilities as specified. The adjacent City of Billings storm drains have significant sediment built up within them. Contractor is to remove sediment as reasonably possible whenever working in or around these mains and to limit additional construction debris from entering the existing storm mains. This work shall be considered incidental to the associated Bid Item being completed, and no additional payment shall be made.

SP - 22. MATERIALS TESTING

Responsibilities of Quality Control (QC) and Quality Assurance (QA) testing shall follow MPWSS Section 01400. QA testing will be completed by a representative of the Owner and follow the tables below. The Contractor will notify Engineer and testing agency of readiness of the work for testing a minimum of 24-hours prior to required testing.

Compaction of asphalt millings will be identified by visual inspection of final surface.

The Contractor shall give the Engineer 48-hour notice of readiness of the work for testing. The Contractor shall cooperate with the QA testing agency as outlined in Section 01400 Part 3.2 of the MPWSS.

Table 1 - Materials Testing Requirements

ASPHALT CONCRETE PAVEMENT		
Test Specification/Material	Test Method	Minimum Required Frequency
Asphalt Concrete Pavement (Base Course and Surface Course)	Mix design Gradation Asphalt Oil Content Marshal Test Rice Specific Gravity (MPWSS 02510)	1 Submittal 1 test/first day or 1/1000 TN 1 test/first day or 1/1000 TN 1 test/day or 1/1500 TN 1 test/day or 1/1500 TN 3 cores/day or 3 cores/500 TN, inclusive of 1 joint core.
Compaction of Asphalt Concrete Pavement	In-Place Density/Thickness (MPWSS 02510)	1 additional core every 500 TN if paving exceeds 500 TN per day. Core locations will be randomly chosen by Engineering Inspector, same day as paving.
PORTLAND CEMENT CONCRETE		
Test Specification/Material	Test Method	Minimum Required Frequency
Portland Cement Concrete	Mix design Air, and Slump	1 Submittal First Truck of Each Day
Portland Cement Concrete Flatwork and Curb & Gutter	7-Day and 28-Day compressive strength (MPWSS 02515)	Every 50 CY
EARTHWORKS		
Test Specification/Material	Test Method	Minimum Required Frequency
Trench Backfill	Moisture-Density (MPWSS 02221)	1 Sub/soil type encountered
Trench Compaction	In-Place Density (MPWSS 02221/1.4) 97% Minimum	1 Submittal/borrow source
Trench Compaction (laterals outside the road template, structures, valves, hydrants and manholes)	In-Place Density (MPWSS 02221/1.4) 97% Minimum	1 test/lift/200 LF 1 test/for each 2 ft of vertical depth/2 ft from edge of structure, valve, hydrant, or manhole

Pipe Bedding	Type I Bedding gradation & Plasticity Index / Type II Bedding Gradation (MPWSS 02221)	1 Submittal
Subgrade and Embankment	Moisture-Density (MPWSS 02230)	1 Submittal per soil type encountered / 1 Submittal per borrow source
Compaction of subgrade under curbs, gutters, and sidewalks	In-Place Density (MPWSS 02230/1.3) 95% Minimum	1 test/lift/200 LF (C &G) or 1 test/lift/1000 SF (flatwork)
Compaction of subgrade and embankment for roadways	In-Place Density (MPWSS 02230/1.3) 95% Minimum	1 test/lift/4000 SF
EARTHWORKS		
Test Specification/Material	Test Method	Minimum Required Frequency
Sub Base Course	Gradation - Moisture Density - Fractured Faces (Crushed) - LA Abrasion, LL, PL, and PI (MPWSS 02234)	1 Submittal
Compaction of Sub Base Course for roadways	In-Place Density (MPWSS 02234/1.3) 95% Minimum	1 Test/lift/4000 SF
Crushed Base Course	Gradation - Moisture Density - Fractured Faces (Crushed) - LA Abrasion, LL, PL, and PI (MPWSS 02235)	1 Submittal
Compaction of crushed base course under curbs, gutters, and sidewalks	In-Place Density (MPWSS 02235/1.3) 95% Minimum	1 test/lift/200 LF (C &G) or 1 test/lift/1000 SF (flatwork)
Compaction of crushed base course for roadways	In-Place Density (MPWSS 02235/1.3) 95% Minimum	1 test/lift/4000 SF

SP - 23. DEWATERING

The Contractor is advised that groundwater is present at the project Site. The Contractor is responsible for providing dewatering equipment and methods for this project as outlined in MPWSS Section 02221. Dewatering costs are incidental to the pipeline and appurtenance costs, as per MPWSS Section 02221(3.4)(3). A geotechnical report is included in the Contract Documents. Bore logs included in the geotechnical report indicate observed groundwater at the time of field exploration and may not be indicative of other times at other locations. The Contractor is advised that groundwater elevations can be expected to fluctuate with varying seasonal, irrigation, and weather conditions. Groundwater was observed at the shallowest point at 9 feet below ground surface. Groundwater shall be removed from the open trench area to

satisfactorily prevent the rising of water into the new or any existing piping that may be exposed during the work. Pipe, bedding, or backfill materials shall not be placed below the groundwater elevation established by dewatering operations. The Contractor shall promptly remove all temporary electrical and dewatering systems upon completion of the work. Other areas requiring dewatering may be encountered throughout the Project depending on irrigation, operation of canals and ditches, local precipitation, seasonality, and other factors. The contractor shall provide a dewatering plan and provide it to the Engineer prior to dewatering.

Control of groundwater shall be accomplished in a manner that will not negatively impact adjacent structures foundation soils, will not cause instability of the excavation slopes and will not result in damage to existing structures. Damage caused to adjacent structures or wells will be repaired at the Contractors expense. Temporary water shall be provided for wells that are reduced in capacity as a result of dewatering at the Contractor's expense.

Contractor is responsible for all aspects of dewatering including preconstruction surveys, design, operation, monitoring, and post construction surveys. Dewatering saturated fine-grained soils may initiate consolidation of load bearing soils and contribute to potential differential settlement of foundations. The Contractor shall limit open trench lengths requiring dewatering as practicable when in proximity to existing structures.

The Contractor shall conduct structure surveys prior to construction and following construction at a minimum of 200 feet from any dewatering activity. The surveys shall, at a minimum, include photographic and narrative documentation of foundations, flatwork, patios, fences, curbs, and pavement and shall also document the operation of all windows and doors. This survey shall be incidental to the project and no additional payment will be made. A copy of the completed structure surveys following construction shall be provided to the Engineer.

SP - 24. CONSTRUCTION TRAFFIC CONTROL

Traffic control within the MetraPark property related to the Work is addressed in the Construction Zones Special Provision. The Contractor will provide pedestrian signage and control markings including, but not limited to, fencing, signs, cones, and barriers as necessary to direct pedestrians around the work and to the entrances of the Pavilion and Expo throughout the work.

SP - 25. CONSTRUCTION ZONES

The following construction zones are shown on the attached exhibit and are intended to provide general concepts and descriptions for the Contractor to follow. All work described herein are part of the Construction Traffic Control bid items. MetraPark owns two programable signage boards that may be utilized by Contractor during events for directing traffic. Programable boards will not be used for extended periods of time, such as for roadway shutdown notices. Utilities within each zone are considered part of that zone unless specifically identified. The Contractor will provide updates at the weekly construction meeting regarding closures and traffic routing related to the project zones listed below. Construction traffic control for the purpose of the Work includes vehicular traffic and pedestrian traffic within the project.

- Zone 1: Carnival Lot Entrance
- Zone 2: South Expo Lot

- Zone 3: Open Air Barn
- Zone 4: Lot 1 and water services to buildings adjacent to Carnival Lot

The initial work for the project will include Zones 1 and 2 within the South Expo and Carnival Lot Entrance areas. Service to all facilities will be maintained throughout the project, excepting limited shutdowns as identified within these SPs for completion of the work including, but not limited to, utility tie ins asphalt placement.

Zone 1 will not be fully closed without traffic rerouting to allow continued operation of MetraPark. Contractor must maintain access to the back of the Pavilion and Carnival Lot. This access will be in the form of a traversable road of no less than 30-foot width. The access may be closed down for the purposes of utility installation or surfacing placement, but these closures should be no more than one day and will be approved by Metra staff prior to closure such that they do not impact MetraPark events. Should access to either area be restricted beyond the allowances identified herein, liquidated damages in the amount of \$5,000 per calendar day will be charged to the Contractor.

Zone 2 full shutdown time is to be minimized to reduce the impact to the Metra of not having that parking lot available for events. This zone shall only be partially shut down for installation of utilities or concrete flatwork. Full shutdown of the lot will include grading and paving activities. Contractor shall maintain limited building access each weekend via marked pedestrian pathways and a traversable road of no less than 30-foot width. Contractor shall also be aware that they will be responsible for sequencing of work and cleanup/preparation in this zone for up to 3 major events in the Expo. Coordination for these events shall be done with MetraPark staff.

Zone 3 may be closed during the duration of the work within the zone.

Zone 4 includes a common entrance/ exit for the MetraPark property at Gate 2. At shutdown of this roadway, Contractor will provide signage to redirect entrance and exit traffic.

Pedestrian traffic is to be maintained to the Metra facilities throughout the duration of the project. If pathways are to be shut down for construction, alternative pedestrian routes must be identified to bypass pedestrians around the active Work zones. Pedestrian rerouting plans must be provided to the Engineer for review and approval prior to commencement of the work.

Shutdown of areas for construction is defined as when Work restricts vehicles from driving on or parking within that Zone. Shoulder work or clean-up activities may be conducted in any of the work Zones throughout the project, so long as the current use is re-established for each of these areas.

The Contractor is to determine their areas of scheduling and sequencing of the work, so long as it meets the guidelines established herein. The Contractor is also to determine their area of laydown at the Metra property for the purposes of the Work. The Contractor may utilize an area within the Project area or, by request, may elect to utilize an area on the eastern portion of the Metra property.



SP - 26. PIPE BEDDING

Locations where trench subgrade for installation of water, sanitary sewer, or storm drain piping is unsuitable for Type 1 bedding only, up to 18" of Type 2 bedding, or down to the depth of stiffer/ denser soils, shall be placed beneath Type 1 bedding, whichever is less. Unsuitable trench subgrade soils would be loose/very soft sand and clays. It is anticipated that 50-60% of the utilities will require this, with an average thickness of 12" of Type 2 bedding. Extents will be determined by engineering observations in the field during construction.

As recommended in the Geotech Report, Type 1 bedding shall be the same well-graded material as Type 2 bedding to reduce the risk of fines pumping due to groundwater fluctuations. Contractor may also decide to wrap the bedding (top, bottom, and sides) with a 6-ounce non-woven geotextile fabric to further reduce the risk of pumping fines within the bedding. Contractor may select well-graded pipe bedding material or fabric wrap of trenches, either option is incidental to the associated pipe installation Bid Item. The Contractor shall refer to the geotechnical report completed by SK Geotechnical, which is attached and made part of contract documents.

SP - 27. FLOWABLE FILL

Flowable fill shall be installed above utility crossings where standard subgrade preparation (8" or less from subgrade) cannot be completed, or as directed by the Engineer. In addition, when crossing under or over existing utilities where it is not possible to get compaction equipment between the existing utilities and new pipe or the necessary required clearances, the Contractor shall use flowable fill in lieu of the specified bedding gravels or trench backfill. This item is intended to be used as a "diggable" solid separation layer between utilities where clearances cannot be met. Flowable fill shall be placed 6" vertically above and below excavated utility and shall be placed 18" horizontally from utility.

In the event that the water main must cross sanitary main or storm main and is unable to be installed with a minimum of 18 inches of vertical separation, the Contractor shall install flowable fill according to the Montana DEQ Circular 1, Section 8.8.3.

Where indicated on the Drawings, flowable fill shall be installed for backfill in lieu of standard trench backfill or specified aggregates. At the storm culvert crossings, provide a minimum of 10 feet in length or as shown on the Drawings, and extend from the crown (top) of the lower pipe to springline (middle) of the upper pipe. Where a new storm drain crosses over or under an existing water main or sanitary sewer main with less than 18 inches separation, flowable fill shall be installed.

In all locations where the water main separation is less than 18 inches from the sanitary sewer main or storm drain main, one full pipe section of the new utility shall be centered at the crossing such that both joints will be as far from the crossing as possible. In any location where the water main separation is less than 6 inches from the sanitary sewer main or storm drain main, the Contractor shall notify the Engineer before installing the crossing.

SP - 28. STORM DRAIN PIPE JOINTING

Where PVC storm drain pipe is connected without a bell and gasket, or where PVC storm drain pipe is connected to a pipe of another material, including storm drain mains, services and laterals, a stainless steel reinforced flexible coupling Fernco Model Strong Back RC or approved equal shall be used. The connection shall be encased in flowable fill.

The existing storm drain main, services, and inlet pipe sizes may vary from what is shown on the plans and the Contractor shall have various sizes of pipe and couplers available as necessary to complete the required repairs or connections to the existing storm drain pipe. Work outlined in this Special Provision shall be considered incidental to the associated Bid Item being completed, and no additional payment shall be made.

SP - 29. ABANDONED UTILITIES - CCTV INSPECTION

Abandoned underground installations such as water mains, gas mains, sanitary sewers, storm drains, storm laterals, storm manholes, telephone lines, power lines, and buried structures relating to these utilities in the vicinity of the work shall be expected. Should unknown infrastructure be discovered during construction, the Engineer may request Closed-Circuit Television (CCTV) of the piping to determine its viability. After CCTV inspection, the Engineer may elect to have the pipe be abandoned in-place, which shall be completed as outlined in the Special Provisions. The Contractor shall locate the alignment of the underground facilities on the surface during the CCTV inspection, and provide the Engineer with sufficient time to survey the alignment for inclusion in record drawings.

The Contractor shall notify the Engineer immediately upon discovery of unknown infrastructure and obtain prior approval from the Engineer before commencing CCTV inspections. The RPR shall be on-site during this, which will be quantified using the hourly rate CCTV Inspection. The Contractor shall provide the Engineer with the CCTV subcontractor's hourly rates prior to commencing work. A specific dollar amount is dedicated to this service as identified in the bid form.

If existing sanitary sewer or storm drain laterals or mains are found to be silted in or full of debris that would prohibit access with the CCTV camera, the Contractor may be required to clean the pipe for inspection. If pipe cleaning is requested, it will be tracked at the hourly rate for labor prevailing wages and Contractor's equipment rates.

In locations where the existing storm drain is called out to be jetted and cleaned, it will be tracked as identified above and the hourly rate identified on the Bid Form shall be used for payment.

SP - 30. ABANDONING/REMOVAL OF EXISTING PIPE & APPURTENANCES

Where the existing water main, storm drain, sanitary main, and associated appurtenances including services, laterals, etc. are located within the trench limits of the new pipe, the existing pipes and associated appurtenances (valves, fittings, manholes, inlets, etc.) shall be removed and legally disposed of off-site. Removal and disposal of all pipe types shall be incidental to the pipe being installed.

Where the existing water main, fire hydrant assemblies, sanitary main, or storm drain is located outside the trench limits of the new main(s), the existing piping shall be abandoned in place. The ends of all abandoned pipe shall be plugged with Class M-3000 concrete, which shall be considered incidental to the work.

All valve boxes and curb boxes on abandoned water mains or service lines outside the trench limits for new construction shall be removed and surface restoration completed. At a minimum, the top two feet of boxes shall be removed, and the remainder filled with gravel. Gravel shall be consolidated to fill all voids.

The Contractor shall be aware that existing water valves and fittings such as bends, tees, reducers, etc. are expected to be restrained with concrete thrust blocks under the valves and around the fittings. Removal, disposal, or preserving (if required) of concrete thrust blocks or concrete encased valves, fittings or other appurtenances include any rebar anchors, shall be considered incidental to the work.

SP - 31. STORM DRAIN SYSTEM MATERIALS

Storm inlet grates shall be as follows:

- 2'x3' Curb Inlet shall be D&L Foundry I-3516 (Type II), I-3517 (Type III), or approved equal. Inlet shall be a 2'x3' box matching the City of Billings Standard Modifications to MPWSS drawing number Sm_M02720-1a.
- 48" Dia. Manhole w/ Small Flat Inlet shall be D&L Foundry C-1172-02 or approved equal.

Mainline storm manholes not capturing stormwater runoff shall have a frame and cover (D&L Foundry A-1172 or approved equal). Storm manhole covers shall be stamped as "STORM".

SP - 32. REMOVABLE GRATE

Contractor shall install a Removable Grate as shown on the Plans. Grate shall meet H-20 load rating requirements. Grate maximum clear opening between bars shall be 1" and maximum section length of 10 feet. Installation of the grate shall follow manufacturers recommendations. Grate shall have reinforced concrete drain as shown on the Plans. All work and materials necessary to complete the grate installation shall be incidental to the Bid Item.

SP - 33. WATER DISTRIBUTION SYSTEM

A. PIPE MATERIALS

1. 6-inch to 12-inch diameter: Shall be C900 DR18 PVC (AWWA C900).

B. THRUST BLOCKS

All bends, tees, reducers, and valves 6-inch diameter and larger shall be installed with thrust blocks. The Contractor and the Engineer will determine size of thrust blocks to be cast-in-place in the field. Valve thrust blocks shall be sized for 200 psi. Thrust blocks for gate valves shall be formed and pre-poured. If assemblies are precast, do not lift or move using valve.

C. Type I Pipe Bedding

Type I Pipe Bedding shall be installed along the pipe and fittings per MPWSS Section 02221. Type I Pipe Bedding shall be included within the price of the pipe and fittings.

D. PIPE DEFLECTION

Pipe deflection is only allowed as approved by the Engineer or as called out on the plans. Pipe deflection shall be done per manufacturer's recommendations.

E. FIRE HYDRANTS

The Contractor shall notify the MetraPark staff and City of Billings Fire Department 48 hours in advance of any hydrant shutdowns and tag each fire hydrant that is out of service. The Contractor shall limit the downtime of any hydrants taken out of service to the greatest extent possible.

F. OPERATION AND SAMPLING REQUESTS

Notifications to the Owner for requests involving valve operation, hydrant operation, live tapping, flushing, water quality sampling, or any other activity that requires Owner personnel on site, shall be in accordance with the Montana Public Works Standard Specifications. The Contractor shall notify the City of Billings Fire Department prior to any valve closures or operations that affect the usage of any hydrants.

In the case of valve closures, the Contractor shall anticipate that a reasonable amount of time is needed by the Owner to operate all valves necessary to make zone closures. Additional time may also be needed to allow for draining of the existing main. In certain cases, where 100% kill cannot be achieved on existing valves, the Contractor may be required to conduct the connection work in a "wet" condition at no additional cost to the Owner.

G. WATER LINE ACCEPTANCE TESTING

Pressure testing, flushing, and disinfection shall be performed for all new water lines greater than 2-inch diameter, including service lines meeting this size criterion.

Any water required for pressure testing, flushing, disinfection, and filling shall be provided by the Owner at no cost to the Contractor.

H. PRESSURE TESTING

It is the Contractor's responsibility to ensure that all valves, bends, and other fittings are sufficiently restrained prior to performing pressure testing.

I. FLUSHING

Prior to chlorination, all new water mains shall be flushed in accordance with AWWA C651 and achieve the required flushing velocity of 2.5 feet per second. The required flushing set-up shall be prepared by the Contractor. All flushing shall be performed only by Contractor under supervision of Owner, and all flushing requests shall be submitted in accordance with Montana Public Works Standard Specifications. The flush water shall be directed to storm drain inlets and/or manholes and shall not be allowed to flow within any designated travel lane. If fire hose or piping is used to direct the flush water, the maximum length of hose or pipe shall be 20 feet.

J. DISINFECTION & BACTERIOLOGICAL TESTING

All flushing, testing, and disinfection shall be in accordance with the Montana Public Works Standard Specifications. All water quality sampling and laboratory testing of the water for acceptance shall be performed, by or in the presence of, Owner personnel, and all sampling

requests shall be submitted in accordance with Montana Public Works Standard Specifications. Bacteriological samples will require 48 hours laboratory time between test set up and available results to determine acceptability. Upon delivery of a sample to the testing laboratory, the bacteriological test will be set up as soon as practical by Owner staff. Previous tests may need to be completed prior to set up of new tests.

All flushing, water sampling, and laboratory testing of the water for acceptance shall be performed during the normal work time. Two samples will be taken by, or in the presence of, Owner personnel. One sample will be taken after flushing, and the second sample will be taken 24 hours later. The first sample shall be taken no later than 1:00 PM on Wednesday of a given week. The second sample will be taken no later than 1:00 PM on Thursday of a given week. Test results will be available 24 hours following the second sampling. No sampling, testing, or result readings will be done on weekends and holidays. Any sampling, testing, or result readings requested outside of the identified timeframes must be approved by the Owner.

There will be no charge to the Contractor for accepted passing tests. The Owner will charge a standard fee to the Contractor for any re-test of a failing test, which shall be deducted from payments due to the Contractor.

SP - 34. CARNIVAL LOT WATER SERVICES

The Contractor shall pull new line through the existing water service alignments as directed on the Plans. If that is not feasible, the Contractor may utilize alternative alignments, as approved by the Engineer. If an alternative alignment is selected, all disturbed areas must be restored to previous or better condition, and will be considered incidental to the associated bid items.

SP - 35. SANITARY SEWER COLLECTION SYSTEM

A. PIPE MATERIALS

1. 6-inch to 12-inch diameter: Shall be PVC SDR35 (ASTM D-3034).

B. MANHOLE GROUT

The Contractor shall not place grout, or any other filler material, on the inside circumference of the adjusting rings, casting, or any barrel section. Only where necessary, grout between the rings to adjust height. The Contractor shall plug with grout all picking holes, or any other penetration into the manhole, prior to backfilling the manhole. All grout plugs shall be constructed to ensure that the grout does not dislodge from the hole or penetration. The Contractor shall immediately remove any and all grout that falls into the manhole.

C. PIPE NOTCHING

At all new sewer mains entering and exiting manholes, the Contractor shall notch the top half of the pipe, from the crown to the springline, flush with the inside face of the manhole. The bottom half of the pipe shall remain un-notched and shall be set home as required for typical installation.

D. PIPE CONNECTIONS TO MANHOLES

Contractor shall core drill openings or larger openings into manholes or box culverts where new pipe connections are shown on the Drawings that require core drilling. The connection should use an approved resilient connector meeting ASTM C923-00. The Contractor shall plug any holes

remaining from abandoned lines with grout to form a watertight plug. The downstream pipe in manholes shall be screened to prevent entry of mortar or other debris from entering the system. The connection shall be watertight.

SP - 36. TEMPORARY WATER SUPPLY

The requirements of this Special Provision shall supplement MPWSS Section 01580. Water service is required to be provided to MetraPark at all times during construction, except for brief periods of time connecting to existing water mains. The Contractor shall coordinate construction with all affected parties to fulfill this requirement. A scheduled construction plan shall be provided to the Engineer and Owner showing how the Contractor plans to fulfill this requirement. Existing valves within the property shall be used to isolate sections of water main and Contractor is to coordinate with Metra staff and Engineer to locate.

Should the Contractor require temporary valves to fulfill this requirement, the valves and the work required to install and remove valves shall be incidental to the Project. When shutdowns are necessary to complete connections, the Contractor shall coordinate with the Engineer and Owner prior to all temporary disruptions in water service to any facilities within MetraPark.

Mainline valves may be utilized to provide continued service to buildings on the property during construction of new mainline watermain. Rehabilitation of services will require disruption of service to the associated buildings. Contractor may complete a temporary shut down of those services, if approved by the building owner/user in writing upon their review of a proposed timeline provided by the Contractor.

SP - 37. TEMPORARY SANITARY SEWER BYPASS PUMPING

This item includes provisions for bypass pumping required during the installation of all sanitary sewer pipe, fittings, service lines, and other appurtenant structures as specified in the Contract Documents and this section.

It shall be the Contractor's responsibility to determine the extent of sanitary sewer system to be taken out of service to perform the work and the subsequent design, construction, and operation of an adequate and properly functioning bypass system.

Submittals

At least seven (7) days prior to beginning work, the Contractor shall submit a Bypass Pumping Plan (described below) detailing the methods and equipment proposed to bypass sewer for approval by the Engineer. The submittal shall include the following information:

Shop drawings and product data shall be submitted for temporary piping, fittings, pumps, structures, and appurtenances.

Contractor is responsible for obtaining all permits required for bypass pumping operation, and shall provide a copy to the Engineer.

A. Bypass Pumping Plan (Standard)

1. Prepare a detailed Bypass Pumping Plan, which describes the measures to be used to control flows. Submit the Plan to and obtain approval of the Plan from

the Owner/Engineer prior to beginning bypass pumping work. Contractor's Plan shall include, but not be limited to the following:

- a. Site layout showing all major components.
 - i. Drawing indicating the scheme and location of pumps, suction manhole, suction piping, discharge manhole, discharge piping, temporary sewer plugs, flow diversion structures, dams, odor control, overflow prevention monitors, and other related equipment.
 - ii. Plan shall show location of all bypass pumping systems, including odor control, and shall discuss phasing, reuse, and movement of systems during construction as applicable.
 - iii. Sewer plugging method and type of plug. Method of securing and bracing of sewer plug shall be submitted. At a minimum, the plug must attach to a cable/chain which is then connected/tied off to an immobile object, as approved by the Engineer.
 - iv. Provide location of plug-in manhole (upstream or down-stream of manhole).
 - b. Schedule including installation/replacement schedules, durations, and dates for each sequence.
 - i. Plan shall show the sewer installation or sewer alterations to be accomplished during each bypass pump set up. The plan shall list the order of work requiring bypass pump set ups to verify downstream sewers are ready to accept bypass flows. The order of work shall correspond with the over Project Schedule.
 - ii. Bypass pumping plan shall designate which system/setup will be used, where and when applicable.
 - iii. The Contractor shall sequence the work to maintain flow flow through the existing sewer mains while installing the new sewer mains such that bypass pumping is minimized.
2. Emergency response and contingency plan
 - a. An emergency response plan that addresses containment, notification procedures, and equipment failure procedures. An emergency contact list with 24-hour phone numbers shall be submitted and updated as needed.
 - b. Contingency plan for cleanup and disinfection procedures in the event of a sewer spill. Contingency plan will identify equipment, tools, and labor necessary to complete clean up, disinfect, and repair.
 - c. Secondary power source.
 - d. Wet weather event procedures.
 3. Vehicular and pedestrian access to public and private facilities shall be coordinated with the traffic control plan.
 4. Staffing plan including name, qualifications, and contact information for on-site operators of bypass pumping system.
 5. Based on the Contractor's preliminary submitted Bypass Pumping Plan, the following items of information may be requested to further detail the procedures:
 - a. Method of noise control for each pump and generator.
 - b. Design calculations proving adequacy of the system and selected equipment.
 - c. Thrust restraint block sizes and locations where space is limited.
 - d. Temporary pipe supports and anchoring, if required.

- e. Protection method for existing utilities.

In addition to providing the Bypass Pumping Plan, Contractor shall notify the Owner/Engineer and receive written approval from the Owner/Engineer prior to each bypass operation. Contractor shall provide written notice to affected properties both 7 days and 24 hours prior to bypass work. The written notice shall list the date and times when sewer service will be affected and when it will be returned to normal service along with a phone number that the Owner can call for information.

Testing

A. Hydrostatic Pressure Test

1. Bypass lines, fittings, and accessories shall withstand twice the maximum pressure of the system or 50 psi, whichever is greater.
2. The test shall run for a period of 2-hours.
3. Contractor shall fill the line with water.
4. The line shall be sealed on the discharge end.
5. The line may be put into service if after the 2-hour period the pressure has been maintained and there are no observable leaks.
6. Notify the Engineer 48-hours prior to testing.

B. Inspection

1. Operator shall inspect temporary bypass pumping and piping system at a minimum of every hour during operation.
2. Inspection log: Keep at each pumping location.

C. Technical Provisions

1. In lieu of hydrostatic pressure testing as specified in Part 1 of this subsection, the bypass pumping lines and fittings shall be operated using clean water for a minimum of 5-minutes and visually inspected for leaks in the presence of the Engineer prior to being placed into service.

Products

Supply the pumps, conduits, piping, and other equipment to divert the flow of sewage around the sewer(s) or manhole(s) in which work is to be performed as specified in the Contract Documents and meeting the materials and testing requirements included herein.

Furnish the necessary labor and supervision to set up and operate the pumping and bypassing system.

The Contractor shall maintain on-site a sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping, and any other spare parts or system hardware to ensure immediate repair or modification of any part of the bypass system as necessary.

Temporary bypass pumping facility shall comply with all applicable laws and regulations.

A. Pumps

1. Pumps used for bypassing shall be capable of passing at least a 3-inch solid sphere.
2. If pumping is required on a 24-hour basis:
 - a. The number and size of pumps used in bypass pumping shall be such that if the largest pump is out of service, bypass flows will be maintained during the bypass operation.

- b. The engines shall be equipped in a manner to keep noise to a minimum, and a spare backup pump shall be required.
- B. Piping and Conduit
 1. Piping and conduit shall be sized and provided to handle the minimum and maximum expected flows during temporary bypass pumping operations.
 2. All bypass pumping shall have a minimum size of 4-inch diameter.
 3. All bypass pumping pipes and conduit shall be provided in good condition and free of leaks.
 4. Flexible hoses, if allowed, shall be abrasion resistant and capable of handling external and internal loads such as vehicular traffic and pumping operations.
 5. Technical Provisions
 - a. In the event long term and/or high-volume bypass pumping is required, Contractor shall include 100% redundancy for bypass pumping; two or more pipes (same size or larger) shall be provided. Redundancy shall be such that if one line is damaged during operation, a second or third pipe can immediately take its place.
- C. Plugs
 1. Plugs shall be selected and installed according to size of line to be plugged, pipe, and manhole configurations based on specific site.
- D. Overflow Monitors
 1. Overflow prevention monitors shall be field-ready corrosion resistant housings meeting IP67/NEMA 4, 4X standards with cellular communication capability, the ability to send text alerts to at least three user-designated phone numbers, non-confined space installation, and maintenance free operation.
 2. Overflow prevention monitors shall be programmed to alert the Contractor, the Engineer, and designated Metra staff.

Execution

Sewer service shall not be stopped and shall be maintained to all buildings. Service shall not be interrupted, and no bypass operations shall occur during special events, if any, as identified by the Owner/Engineer. Work stoppage may be required due to a large storm event common to the seasons for which the Work is being performed.

Contractor shall notify the Engineer 48-hours prior to bypassing or diverting flow in any of the pipelines or laterals. Do not suspend work for more than 24 hours during operation of a bypassing system, unless otherwise permitted by the Owner/Engineer.

- A. Site and Utility Protection
 1. Take precautions to ensure that bypass pumping shall not cause damage to public or private properties.
 2. In the event damage occurs, make provisions to correct such damage at no additional cost to the Owner.
 3. Contractor's sewage bypass pumping operations shall not harm the Owner or its collection system, nor any other public or private party. Any and all penalties, fines, judgements, or injunctions levied due to Sanitary Sewer Overflow (SSO) spills or any other problems caused or related to Contractor's bypass pumping operations, monetary and otherwise, shall be borne and paid by Contractor.
 4. No bypassing to the ground surface, receiving waters, storm drains, or bypassing which results in soil or groundwater contamination or any potential health hazards shall be permitted. In the event of any sewage spill, Contractor shall be

responsible for the prompt notification of the Owner/Engineer, cleanup, and disinfecting of the spill as called for in the bypass plan. Contractor shall compensate the Owner for the cost of fines levied as the result of a spill or unauthorized discharge.

B. Preparation and Setup

1. Bypass pumping shall be located with the least impact on vehicular and pedestrian traffic, shall have no visible leaks, and shall be restrained as necessary to prevent any movement of the pipe.
2. At each bypassing site, the Contractor shall have the entire bypassing system in place, functional, and tested before bypassing any sewage.
3. All pumps, generators, and other equipment shall be placed in a secondary containment or on a plastic tarp to protect against spills of petroleum products used by the equipment.
4. In establishing a bypass pumping facility on private property under a right-of-entry and/or right-of-access agreement, Contractor shall provide preference to an existing access location (manhole and/or cleanout) on the private property to establish the bypass pumping facility. Where an existing access location is utilized, no payment for temporary or permanent bypass pumping facilities will be authorized by the Engineer.
5. Where an existing access location on private property is not available or would be practical to use and a right-of-entry and/or right-of-access agreement from the property owner has been obtained, as approved by the Owner/Engineer, Contractor shall construct such temporary or permanent access as may be required to establish the bypass pumping facility.
6. Technical Provisions
 - a. If bypass pumping pipe as specified in Part a of this subsection must run perpendicular to traffic, the pipe shall be buried to prevent traffic restrictions, or furnished with roadway ramps for vehicular access and pipe protection. Alternative methods for perpendicular methods shall be submitted to Owner/Engineer for concurrence.

C. Noise Control

1. Contractor shall comply with all local and agency noise limitation requirements.
2. Contractor shall be required to limit noise production by using special mufflers, barriers, enclosures, equipment positioning, and other approved methods.

D. Diversion and Bypass

1. Contractor shall be responsible for all bypass flows. Contractor shall inspect each bypass pumping, piping system, and odor control system (if applicable) in its entirety for leaks or spills on an hourly basis.
2. All flows shall be re-established at the end of each and day prior to the Contractor leaving the site, unless special provisions have been made and plans approved to provide bypass pumping on a 24-hour basis.
3. Bypass shall be made by diversion of the flow from at least one manhole upstream from section where work is taking place, around the section to be taken from service for new construction, to an existing downstream location, at least one manhole beyond the section where work is taking place.
4. Only one pipe segment, and the associated laterals, may be affected at any given time unless otherwise approved by the Owner/Engineer.
5. Lateral lines into manholes shall be bypassed from the next upstream structure in which no work is required or has been or is yet to be completed. If the

structure upstream is private, Contractor shall notify the Engineer and receive written approval from the Owner/Engineer prior to bypass operations.

6. Lateral lines tying directly into the pipe shall be bypassed to the next downstream structure in which no work is required for that segment.
 7. Install plugs in upstream portion of pipe in manhole, if operation allows. If not, a bag or plug shall be secured with length of cable that will extend to the next downstream manhole for retrieval. This is to prevent rogue/runaway bags/plugs from entering the collection system. Opening in retrieval manhole shall be large enough to allow bag/plug removal. Also take into consideration the invert/base construction, 90-degree manholes, offset/angle points, and so forth when determining the retrieval manhole.
 8. Technical Provisions
 - a. Upstream manhole and pipe as specified in part 7 of this subsection may be utilized for temporary storage during short-term bypass operations given the sewerage flows and provided pumping system or installation methods will not cause sewerage backup into buildings upstream of the plugged manhole. Sewage level in manhole shall be monitored frequently and be maintained at as low a level as possible to prevent odor problems.
- E. Long Term and/or High-Volume Bypass Pumping
1. Long term and/or high-volume bypassing systems shall not be shut down between shifts, on holidays or weekends, or during work stoppages without written permission from the Owner/Engineer.
 2. When performing bypass work, ensure that pumping redundancy is on-site with all appurtenances (suction/discharge pipe) attached so that a pump can immediately be started when another pump has to be taken out of service.
 3. Provide on-site a minimum of one trained and qualified operator for each bypass pumping and odor control systems operation who shall provide 24/7 coverage and possess the experience and knowledge to operate, maintain, repair, refuel, and so forth at all times while bypass pumping systems are required.
 - a. The operator shall be qualified to both operate and repair any and all problems that may occur. The attendant shall have a cell phone for communication between the Owner/Engineer and the site in the event of emergencies.
 4. Pumping systems for laterals shall be designed for frequent pump operation in accordance with the following requirements:
 - a. Contractor shall maintain existing working level in existing lift station wet wells.
 - b. Sewage level in manholes shall be maintained at as low a level as possible to prevent odor problems and the bypass pumping equipment shall at a minimum pump at the same rate as the flow rate into the manhole.
 5. All fuel tanks for pump or generator motors shall be filled by Contractor prior to leaving the job site if bypass pumping must continue.
- F. Removal and Cleanup
1. Remove and/or relocate bypass pumping system when no longer needed. The Contractor shall notify the Owner/Engineer 48-hours prior to shutting down the bypass system.
 2. Bypass pumping system shall be cleaned and drained prior to being dismantled and moved to the next location.
 3. After completion of bypass pumping operations, Contractor shall clean disturbed areas, restoring them to their original condition. This operation shall include,

but not be limited to, pavement restoration and landscaping, at least equal to that which existed prior to the start of Work.

SP - 38. INSULATION BOARD

The Contractor shall install insulation board where water main is within 2.5 feet of storm drain at crossings or when minimum burial depths cannot be met. Insulation board shall be the width of the water main trench and extend 4 feet either side of crossing location and be a minimum of 2-inches thick. Insulation board is considered incidental to the work and no additional payment will be made.

SP - 39. PAVEMENT SECTION

The project area has multiple paving section alternatives and are listed in the Geotechnical Report based upon traffic patterns. The lots are separated and identified by name on the Plans and have the following surface sections. The quantity provided in the bid form for Asphalt Millings is estimated based on the asphalt to be removed from the overall project, assuming a thickness of 3" may be salvaged and reused. This quantity is expected to be adjusted during measurement of completed work.

- The South Expo Lot and Carnival Lot Entrance are a full depth construction with proposed 4" Asphalt Pavement - 10" Crushed Base for the expected paving section. Within the full reconstruction area, digout areas may be identified during construction, and will be repaired under the Sub-excavation/Replacement Below Subgrade bid item.
- Lot 1: 6" thickness of $\frac{3}{4}$ " or 1 $\frac{1}{2}$ " Minus Crushed Base.

Asphalt, crushed base, and geosynthetic for the above outlined areas and remaining areas shall be selected from one of the options presented in the Geotechnical Report. The Contractor may select the option that, in their opinion, provides least cost to the Owner. The Contractor shall notify Engineer of selected pavement section as part of submittal process. Quantity estimates are based on an 14-inch total depth (asphalt and base) for all paving areas except trench restoration of the Back Access Road.

- Asphalt shall conform to Section 02510 Type-B PG64-22.
- Crushed base shall conform to Section 02235 and have a gradation of $\frac{3}{4}$ " or 1 $\frac{1}{2}$ " minus.

The Contractor shall refer to the geotechnical report completed by SK Geotechnical, which is attached and made part of contract documents.

SP - 40. EXCAVATION ABOVE SUBGRADE

The excavation above subgrade quantity includes the removal of the existing pavement section. Full depth excavation above subgrade areas utilized a 14" asphalt and base section for determination of the subgrade elevation. This thickness corresponds to one of the asphalt and base thickness options provided in the Geotechnical Report for each of the paving areas. If the Contractor selects a different total paving section, any increase or decrease in earthwork quantities will be considered incidental to the bid items and the earthwork quantities will not

be revised for the selected pavement section on pay applications. Clarification of quantities for the excavation above subgrade bid items is included within the summary sheets in the Project Plans.

The excavation above subgrade is for the area within the paving extents, regrading of edges of the project to tie to existing is incidental to the excavation above subgrade bid items. Concrete curb and gutter, ribbon, valley gutters, and sidewalk are not included in the excavation above subgrade and are incidental to the bid item being completed, as outlined in the Measure and Pay Special Provision.

SP - 41. UNSUITABLE BACKFILL

The Contractor is responsible for stabilizing all excavated areas before backfilling. Any excavated material that is unsuitable for backfill, due to moisture content (either excessively wet or dry), shall be conditioned in a manner acceptable to the Engineer to render its suitable for backfill in accordance with Section 02221 of MPWSS, Seventh Edition. All costs associated with this work shall be considered incidental. If the Contractor chooses not to condition the unsuitable materials, imported material approved by the Engineer shall be substituted for backfill. All costs associated with imported material and disposal of unsuitable materials shall be considered incidental.

Trench imported backfill shall meet the following criteria:

Gradation	Percent Finer by weight (ASTM C136)
3-Inch	100
No. 4 Sieve	40-85
No. 200 Sieve	35 (max)
Liquid Limit	30 (max)
Plasticity Index	10 (max)

On-site materials may be found to be unsuitable for use as Embankment in Place. Should the Contractor be unable to find suitable materials within any of the excavated materials at the time of the Work, Imported Borrow Materials may be allowed with approval of Engineer. Suitable materials for Embankment in Place shall be gravel, sand, silt, or clay having a plasticity index less than 20.

SP - 42. TRENCH RESTORATION

Locations within the project will have utility installation that do not include full surfacing replacement above it. These areas will be restored based on the following scenarios. If restoration is within a construction area with identified paving thickness per the Plans, those thicknesses shall be used.

- a. Concrete shall be 6" unless otherwise specified and shall conform to Section 02529 requirements for installation. Crushed base shall be 6" thickness unless otherwise specified. Crushed base shall conform to Section 02235 and have a gradation of 1 ½" minus.
- b. Native ground - Contractor shall restore disturbed areas to match existing ground in areas of utility installation that do not have a specified surfacing section, including, but not limited to, grass areas as defined in SP-49.

SP - 43. SUB-EXCAVATION/ REPLACEMENT BELOW SUBGRADE

The project may require additional subgrade stabilization in select areas where soft subgrade soils are found. The Geotechnical Report identifies proof rolling methods to determine failed subgrade requiring stabilization.

A proof roll must be performed on the subgrade for all paving areas in the presence of the Engineer. Engineer shall be notified a minimum of 24-hours in advance. If the proof roll fails, Subgrade Stabilization will be required at the approval of the Engineer. In areas Subgrade Stabilization is used, ¾" or 1-½" minus crushed base course shall be used as backfill with all other requirements meeting the MPWSS. The section for Subgrade Stabilization will be to increase the crushed base to a thickness of 16" over TX5 or BX1200 geogrid, plus adding 6-ounce non-woven fabric directly on the soft subgrade, beneath the geogrid. Failed compaction or proof rolling of the subgrade without requiring further excavation or re-compaction may be approved by the Engineer. Subgrade stabilization will be paid under the Sub-excavation/Replacement Below Subgrade bid item.

The project will have areas of geosynthetics installed as required by these Special Provisions or at the discretion of the Geotechnical Engineer. Refer to the Geotechnical Report for approved geosynthetics and stabilization methods.

The Contractor shall also be aware that buried building waste materials may be present in portions of the Project and discovered during excavation work. Should debris be found, Contractor is to remove and dispose of as reasonably possible.

SP - 44. ON-SITE STOCKPILES AND MATERIALS

The MetraPark staff will remove on-site stockpiles and materials that will impact Contractor activities within the Construction Zones identified in SP-25. Contractor shall notify MetraPark of their schedule to complete surfacing and grading work a minimum of two weeks prior to commencement of work.

SP - 45. TRACER WIRE

All buried conduits installed as part of the Project shall have tracer wire installed and properly secured to the top of the conduit. Tracer wire shall be Copperhead™ HS-CCS HDPE 30 mil, or approved equal, with the following properties:

- #12 AWG high-strength copper clad steel conductor (HS-CCS)
- 30-mil HDPE insulation minimum

- Rated for direct burial use at 30 volts.

Tracer wire installation shall be incidental to the conduit installation it is associated with. Stormwater or sanitary runs in straight sections between accessible manholes does not require tracer wire installation.

SP - 46. CONCRETE ACCESSIBILITY RAMPS (ADA RAMPS)

Concrete accessibility ramps (ADA Ramps) will be constructed as shown on the Plans and will follow Public Right-of-Way Accessibility Guidelines, unless otherwise noted,

SP - 47. CONCRETE FLATWORK CRUSHED BASE

Crushed base depth beneath concrete valley gutters, concrete sidewalks, concrete ribbons, and combined curb and gutter will be 6”.

SP - 48. SURVEY MONUMENTS

The Contractor shall be aware that there are multiple survey control points throughout the project area, in addition to boundary line monuments at the property boundaries. Any survey marker or monument that is disturbed or destroyed by the Contractor outside of the work zone shall be replaced at the Contractor’s expense by a Professional Land Surveyor registered in the State of Montana.

SP - 49. LANDSCAPE SURFACE RESTORATION

Landscape features consisting of grass (including native grass and sod) and landscape rock or mulch that are disturbed shall be restored to original or better condition unless otherwise directed in the plans or by the Engineer. Trees, shrubs, and other landscape elements not specifically referenced herein will not be replaced unless specifically referenced in the contract plans. No additional payment for landscape restoration will be made and shall be incidental to the project. There shall be no measurement and payment of crossing lawn sprinkler systems if encountered. These shall be considered incidental to the work.

SP - 50. TREE AND SHRUB TRIMMING AND REMOVALS

The Contractor shall remove the trees and shrubs within the project limits in accordance with all OSHA and ANSI specifications pertaining to tree work and not endanger life or damage adjacent trees or property, either public or private. Trim back all trees, bushes, shrubs, etc. as necessary to complete the work. Trimming shall be incidental to the work item being completed and no additional payment shall be made. No trimming shall be allowed unless approved by the Engineer. If trimming occurs, the Contractor shall clean up the trimming site and all debris shall be removed and disposed of properly.

In cases where trees are to be removed, if the Contractor utilizes equipment for digging of a stump, care shall be taken to protect surrounding buried utilities from damage.

All stumps and roots shall be removed by digging, cutting, or grinding to a depth sufficient for construction of planned improvements or a minimum of 6 inches below the top of existing or planned curb and gutter grade for trees removed in boulevard areas.

All stump shavings, twigs, and other organic debris shall be removed. These materials shall not remain on site and in no case be incorporated into the subgrade or placed onto private property. Backfill all areas where stumps and roots have been removed to the level of the adjoining grade with topsoil. The topsoil shall be properly leveled and lightly compacted, so as to ensure a minimum of settlement. All adjacent disturbed areas and areas where backfill material was placed shall be seeded per the requirements of Section 02910.

The Contractor shall not cut tree roots or trim tree branches on trees that are not being removed without the approval of the City Forester or the Engineer. Trees shall not be removed until marked with a painted "X" by the Engineer.

SP - 51. IRRIGATION SYSTEM RESTORATION AND IMPROVEMENTS

Contractor shall be responsible for installation of an irrigation system in the Pavilion Courtyard area as shown in the Plans. This includes, but is not limited to, the installation of irrigation vaults, sprinkler heads, and other irrigation infrastructure to finished grade conditions, and connection to existing irrigation supply line. Existing irrigation systems that are disturbed shall be restored to original or better condition unless otherwise directed in the plans or by the Engineer. Payment for work identified shall be made under the associated bid items.

SP - 52. EXPLANATION OF METHOD OF MEASUREMENT AND PAYMENT

The following Special Provision clarifies the method of measurement and payment for those items that necessitate further information or are not included within the Montana Public Works Standard Specifications. All quantity measurements will be completed by the neat line method according to the Plans and Specifications. Bid items not included within this Special Provision shall be measured and paid for according to Montana Public Works Standard Specifications. No other bid items are to be included for the work beyond those included in the bid form to provide a complete project meeting the intent of the plans. All Work not included within the bid items on the bid form is to be considered incidental to the bid items provided.

Bid Items 101, 1101, & 2101- Mobilization/Demobilization - Twenty five percent (25%) of the amount bid for mobilization/demobilization shall be paid when five percent (5%) of the contract amount is paid for contract items and for invoiced materials in storage. Subsequent mobilization/demobilization payments shall be made based on the percent of construction completed, excluding previous mobilization/ demobilization payments.

Mobilization shall consist of preparatory work and operations performed by the Contractor including, but not limited to, those necessary for the movement of his personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for all work on the project; and for other work and operations that must be performed or costs incurred before beginning work on the various items on the project site.

Mobilization/demobilization costs for subcontracted work shall be considered to be included. Mobilization for this project shall also include submission and approval of the Contractor's

Traffic Control Plan and Quality Control Plan. No payment shall be made for mobilization/demobilization until these plans are reviewed and approved by the Owner.

Bid Items 102, 1102, & 2102 - Taxes, Bonds, Insurance - The lump sum (LS) bid for Taxes, Bonds and Insurance shall be paid on the first progress payment one hundred percent (100%) upon mobilization to begin construction of a particular schedule, only if the bid price for this item is less than five percent (5%) of the total price of that schedule. For that portion of the taxes, bonds and insurance greater than five percent (5%), if any, payment shall be made in increments on the basis of the percentage of work completed of each progress payment for that schedule.

Bid Items 103, 1103, & 2103 - Construction Surveying - This item will be paid on a lump sum (LS) basis. Progress payments shall be made to the Contractor in proportion to total construction completed.

Bid Items 104, 1104, & 2104 - Construction Traffic Control - This item will be paid on a lump sum (LS) basis. Progress payments shall be made to the Contractor in proportion to total construction completed.

Bid Items 105 & 2105 - SWPPP Administration - Payment for this bid item shall include all permit, monitoring, and reporting fees, adherence to SWPPP water quality requirements associated with all construction activities, including dewatering, and shall be 25% on the initial pay application. Subsequent payments shall be made based on the percent of construction completed, excluding previous payments.

Bid Item 106 - Miscellaneous Force Account - Payment for this item shall be based on approved Engineer's Field Order - Force Account prepared by the ENGINEER in accordance with the General Conditions Article 11 - Changes to the Contract.

Bid Items 107 & 2106 - Miscellaneous Demo Items - Payment for this bid item will be full compensation for removing and reinstalling or relocating, at the direction of the Owner, miscellaneous items within the Work area. These items shall include, but not be limited to, items listed within Engineering Plans without a specific bid item to complete said demolition, removal of existing block retaining walls, temporarily relocating ticket booths, sheds, and dumpsters, removing and reinstalling existing boulders, Jersey Barriers, bollards, and other non-permanent structures that may impact completion of the work. The contract price for the various components of this work shall include all miscellaneous labor, tools, equipment use, temporary storage, and other incidentals that may be required. This item will be paid on a lump sum (LS) basis to be requested at the completion of site demo work.

Bid Items 108 & 2107 - Exploratory Excavation - Measurement of this bid item shall be made for the actual time, to the nearest one-half hour, during which equipment is used (authorized prior to the Work or directed by the Engineer) for exploratory excavation and backfilling operations as documented by the RPR. Payment will be made at the unit prices as identified in the Special Provisions, which price shall include the equipment and labor used for the digging and backfilling operation, including excavation and compaction equipment and labor required for the exploratory excavation including no more than one operator and one laborer.

Bid Items 109 & 2108 - CCTV Inspection - Payment for CCTV inspections shall be on an hourly basis based on the approved CCTV inspection subcontractor's standard hourly rates. Payment

shall include all equipment, labor, and materials to complete CCTV inspection as identified herein.

Bid Items 110 & 2109 - Private Utility Locating - Payment for Private Utility Locating shall be on an hourly basis, based on the approved locating subcontractor's standard hourly rates. Payment shall include all equipment, labor, and materials to complete the location of private utilities, as identified herein.

Bid Items 111 & 2110 - Underground Utility Crossing - This bid item shall include each existing underground utility crossing to remain in place during construction in accordance with the locations shown on the Construction Plans. Compensation includes labor, tools, materials, equipment, and incidentals necessary to protect and support the existing utilities during construction.

Measurement will be by numerical count of underground utility crossings. Payment for this bid item shall be at the contract bid price per each (EA), which price shall include full compensation for production slowdown, locating utilities, costs to repair any utility damaged by the Contractor when such utility is shown on the plans, of a known location, or not shown on the plans or of an unknown location but located in the field, utility relocation costs to the utility company if relocation is requested by the Contractor, and all other costs associated with the utility crossing, including excavation, removal and replacement of unsuitable backfill materials, backfill, dewatering, hand compaction, specified sand materials, and appurtenances necessary to complete the bid item. No payment will be made for utility crossings which are either to be abandoned as a result of this Project or have been abandoned prior to the start of this Project. Payment will be made for utility crossings which are a part of this Project and are constructed prior to the water/sewer/storm line installation. No separate payment will be made for crossing utilities that are lowered as part of this contract and paid for under separate bid items. If multiple utilities lie within 12 inches of one or more other utilities, payment for one utility crossing will be made. If multiple utilities are closer than 12 inches and the total width is greater than 12 inches, payment will be made to each 1-foot width containing multiple utilities.

There shall be no measurement and payment for utilities that are crossed over (whether exposed or not). There shall be no measurement and payment of surface or overhead utility crossings, nor of services of the facility type being replaced. There shall be no measurement and payment of private lawn sprinkler systems if encountered. These shall be considered incidental to the work. No measurement will be made for crossing utilities installed by Contractor.

No payment shall be made for paralleling adjacent utilities, regardless of the space horizontally or vertically between the existing utility and the improvement and shall be considered incidental to the work.

If the paralleled utility crosses from one side of the trench to the other side of the trench for the improvements, it will be paid for as a utility crossing. If the utility runs diagonally, it will be paid the same as a perpendicular cross of the utility.

Bid Item 112- Raise/Lower Existing Utility - Bid Item shall be measured and paid for on an each (EA) dry utility raised or lowered, complete in place, which price and payment shall constitute full compensation for all asphalt removal, excavation and backfill, furnishing and

installing all materials required (including new conduit and reconnection if existing utility conduit must be replaced), crushed base, asphalt patch, compaction, labor, tools and incidentals necessary to complete the item.

Bid Item 113 - Relocate Existing Utility - Bid Item shall be measured and paid for on a lineal foot (LF) basis for relocated dry utility, complete in place, which price and payment shall constitute full compensation for all asphalt removal, excavation and backfill, furnishing and installing all materials required (including new conduit and reconnection if existing utility conduit must be replaced), crushed base, asphalt patch, compaction, labor, tools and incidentals necessary to complete the item. Lineal foot measurement will be on the alignment of the relocated dry utility.

Bid Item 114 - Tree Removal - Class 1 - Measurement of trees for classification shall be made four (4) feet above the ground, or where more than one stem exists below four (4) feet above the ground, to the lowest stem.

No separate payment will be made for removal of trees less than 10 inches in circumference. The cost of performing this work shall be included in other items in the contract. Grinding or removal of stumps found on the property is incidental to tree removal bid item. Measurement of larger trees shall be by four ranges of circumference and classified as follows:

- Over 10 inches up to and including 36 inches, Class I
- Over 36 inches up to and including 72 inches, Class II
- Over 72 inches up to and including 126 inches, Class III
- Over 126 inches, Class IV

The unit contract price per each (EA) tree shall be full compensation for furnishing all labor, equipment, and material to completely remove and dispose of the tree, removal and grinding of tree stump and roots, topsoil, placement and raking of topsoil, and seeding or sodding in accordance with these specifications and as directed by the Engineer.

Bid Item 117 - Rock Hammer - Measurement of this bid item shall be made on an hourly basis (HR) for the actual time, to the nearest one-half hour, during which equipment is used (authorized prior to the Work or as directed by the Engineer) for rock hammer operations as documented by the RPR. Payment will be made at the unit prices as identified in the Special Provisions, which shall include all work required for the rock hammer operation, including all excavation equipment, rentals, and labor required, including no more than one operator.

Bid Item 119 - 4" Asphalt Pavement - 10" Crushed Base - Payment for this bid item is full compensation for all materials, equipment, tools, labor, and the performance of all work and incidentals necessary to complete the bid item. Payment for section will include, but not be limited to subgrade preparation, geosynthetic, crushed base course, and asphalt section. Measurement shall be the square yard (SY) of accepted area. Contractor is to refer to plan details and geotechnical report for optional sections for this area. No additional payment will be made if a different section is used.

Bid Items 120 & 1105 - 4" Asphalt Millings - Payment for these bid items is full compensation for furnishing, loading, hauling, spreading, shaping, watering, and compacting the asphalt millings, and for all materials, equipment, tools, labor, and the performance of all work and

incidentals necessary to complete the bid item. Measurement shall be the square yard (SY) of accepted area.

Bid Item 122 - Sub-excavation/Replacement Below Subgrade - Payment for this bid item shall include, but not be limited to, equipment, excavation, geogrid, geosynthetic fabric, crushed base, and all work necessary to provide complete in place repaired unstable subgrade section as identified in the Geotechnical Report. This bid item shall be measured on a square yard (SY) basis. This bid item will provide for only the thickened portion of the paving section with the original paving section (crushed base, haul and placement, and asphalt) being quantified in the original bid items. Any soft or failed areas that fall within trenched areas are excluded from this bid item.

Bid Item 123 - Concrete Removal - This item is measured by the square yard (SY) of all Portland cement concrete identified to be removed on the plans or identified in the field by the Engineer. Payment for this bid item is full compensation for all equipment, tools, labor, hauling, disposal, and incidentals necessary to complete the item.

Bid Item 124 - Combined Concrete Curb and Gutter - Payment for this bid item is full compensation for all materials, excavation, crushed base course material, compaction, hot and cold weather curing, expansion joint material, epoxy coated dowels, all equipment, tools, labor, and for the performance of all work and incidentals necessary to complete the item. This item, inclusive of spill curb and catch curb, is measured along the flow line of the gutter and paid for by the lineal foot (LF) of combined curb and gutter in place.

Bid Items 125 & 2111 - Concrete Sidewalk - This item is measured and paid for by the square foot (SF) at the contract unit price for "Concrete Sidewalk". Price and payment are full compensation for all material, excavation, crushed base course material, backfill, hot and cold weather curing of concrete, isolation joint material, equipment, tools, and labor, and for the performance of all work and incidentals necessary to complete this item.

Bid Item 126 - Concrete Ribbon - Payment for this bid item is full compensation for all excavation, compacted base, materials, curing of concrete, painting face of ribbon with primer, all pre-molded mastic material for expansion joints, contraction joints, steel dowels and sleeves, all equipment, tools, labor, and for the performance of all work and incidentals necessary to complete the item. Payment for this bid item is per lineal foot (LF) of concrete ribbon installed. Measurement is the horizontal distance measured along the middle of the concrete ribbon.

Bid Item 127 - Concrete Valley Gutters - This item is measured and paid for by the square foot (SF) at the contract unit price for "Concrete Valley Gutters". Price and payment is full compensation for all material, excavation, crushed base course material, backfill, hot and cold weather curing of concrete, isolation joint material, equipment, tools and labor, and for the performance of all work and incidentals necessary to complete this item.

Bid Item 128 - ADA Ramp - This item shall be measured and paid for per square foot (SF) of ramp completed and accepted in place. Measurement shall be based on concrete placed behind top back of curb, with the curb being paid under a separate bid item. This item shall include all materials, including concrete, truncated dome mats, pre-molded mastic material for expansion joints, sealant for all mastic material, construction joints; curing of concrete; excavation, placing and compaction of crushed base, subgrade preparation; and all equipment,

tools, and labor for the performance of all work and incidentals necessary to complete the item in accordance with standard specification and Special Provision direction.

Bid Items 129 & 130 - Service Station - Bid Items shall be measured and paid for on a per each (EA) basis for the Service Station surfacing completed and accepted. The price includes all gravel, concrete, material, equipment, and labor required to complete the surfacing in-place as shown in the Engineering Plans. Sanitary cleanouts, bollards, electrical components, and yard hydrants will be paid separately under the appropriate associated bid items.

Bid Item 131 - 4" Steel Bollard - Payment for this bid item shall include excavation, steel bollard, installation of materials, concrete, rebar, primer and yellow paint, and all other incidentals to provide a complete in-place steel bollard. Bollard shall be measured on a per each (EA) basis that will be counted as each singular metal bollard structure.

Bid Item 132 - Seeding - Seeding shall follow the requirements of MPWSS 02910, with the exception of being measured as lump sum (LS).

Bid Item 133 - Plant Tree - This item shall be measured and paid for by the number (EA) of trees planted as specified in the Plans.

Bid Item 134 - Pond Supply Line - Payment for this bid item is full compensation for furnishing and installing all materials required (including 2" line, isolation valves, connection to existing, pipe screen, surfacing patch), labor, tools and incidentals necessary to complete the item. Measurement shall be on a lump sum (LS) basis.

Bid Item 135 - Irrigation Supply Line - Payment for this bid item is full compensation for furnishing and installing all materials required (including 2" line, sprinkler heads, valve boxes, connection to existing), labor, tools and incidentals necessary to complete the item. Measurement shall be on a lineal foot (LF) basis.

Bid Item 136 - Irrigation System Restoration - This item shall be measured and paid on a lump sum (LS) basis. This item shall include all materials, labor, and equipment to restore existing irrigation systems within the work area.

Bid Item 207 - 2'X3' Curb Inlet - Bid item shall be measured and paid for by the number (EA) of 2'X3' Curb Inlets installed, complete in place, at the contract unit price bid for the various types of inlets listed in the Contract documents, which price and payment shall constitute full compensation for all excavation and backfill, furnishing and installing all materials required (including grates), compaction, grading, labor, tools and incidentals necessary to complete the item.

Bid Item 208 - 2'X3' Curb Inlet with 72" Dia. Manhole - Bid item shall be measured and paid for by the number (EA) of 2'X3' Curb Inlet with 72" Dia. Manholes installed, complete in place, at the contract unit price bid for the various types of inlets listed in the Contract documents, which price and payment shall constitute full compensation for all excavation and backfill, furnishing and installing all materials required (including grates), compaction, grading, labor, tools and incidentals necessary to complete the item.

Bid Item 209 - 48" Dia. Manhole with Small Flat Inlet - Bid Item shall be measured and paid for by the number (EA) of 48" diameter manholes with Small Flat Inlets installed, complete in

place, at the contract unit price bid for the various types of inlets listed in the Contract documents, which price and payment shall constitute full compensation for all excavation and backfill, furnishing and installing all materials required (including grates and concrete collar), compaction, grading, labor, tools and incidentals necessary to complete the item.

Bid Item 210 - Trench Drain - Payment for this bid item is full compensation for all materials, equipment, tools, labor, and for the performance of all work including, but not limited to, furnishing and installing a removable grate, excavation, crushed base, concrete support structure, mounting steel, and all incidentals required to provide a complete in place Removable Grate. Measurement shall be on a lump sum (LS) basis.

Bid Items 301 & 2301 - Connect to Existing Water Main - Shall include each connection to existing water lines in the distribution system. Measurement will be by numerical count (EA) of connections. Payment shall include full compensation for cutting existing water main, dewatering and cleaning existing water main, furnishing and using all temporary plugs, disinfectant to prevent contamination of the existing water main, connecting the new water main to the existing water main, pipe specials, gaskets, fittings, joints, hardware, hot tapping sleeves, curb stops, gravel drains, thrust blocks, protective coating, restrained joints, plugging the abandoned water main with concrete, pavement saw cutting, leak testing, modifying existing fittings, and furnishing all labor, material, and equipment necessary to complete the work. Payment for installation of a tee or cross into the existing water main shall be considered as one connection. Contractor shall be aware that locations of existing water mains are approximate based upon field locates and shall be field verified by Contractor prior to Work.

Bid Items 302, 2302 & 2303 - XX" Water Lines - Measurement of water mains is made in lineal feet along the centerline of pipe through all valves, fittings and appurtenances. Payment for water main will be made at the contract unit price bid per lineal foot (LF) of the various sizes called for, which includes furnishing and installing pipe, furnishing and placing Type 1 pipe bedding, trench excavation and backfill, cleaning, testing and disinfecting the water main, all materials, tools, labor and equipment necessary to complete the item and all incidental work related thereto.

Bid Items 303, 304 & 305 - XX" Water Mains - Measurement of water mains is made in lineal feet along the centerline of pipe through all valves, fittings and appurtenances. Payment for water main will be made at the contract unit price bid per lineal foot (LF) of the various sizes called for, which includes furnishing and installing pipe, furnishing and placing Type 1 pipe bedding, trench excavation and backfill, cleaning, testing and disinfecting the water main, all materials, tools, labor and equipment necessary to complete the item and all incidental work related thereto.

Bid Items 306, 307, & 2304 - XX" Valves - Measurement of water valves is made by numerical count of the sizes and types of valves listed in the Contract Documents. Payment for water valves is made at the contract unit price bid each (EA); which includes furnishing and installing the valve and valve box, all excavation, backfill, and special compaction required for the installation, thrust and anchor blocking (if required), and all other work necessary or incidental for completion of the item.

Bid Items 308, 309, 310, 2305, 2306, & 2307 - XX" Fittings - Measurement of water main fittings is by numerical count of the various types listed in the Contract Documents. Payment for fittings is made at the contract unit price bid for each (EA) fitting, and includes furnishing

and installing the fittings as required, thrust blocking and any other work necessary or incidental for completion of the item.

Bid Items 311 & 312 - 1" Water Service Connection to Buildings - Measurement is by each (EA) water service(s) connection to existing building and shall include all labor, materials, tools, equipment, and any other work and incidentals necessary to locate services, coordinate with Owner, restore surfacing, and provide a complete in-place connection. Service alignments shown are not final and Contractor may modify location in field with Engineer approval. No additional payment will be made for Contractor requested alignment modifications.

Bid Item 2308 - Connection to Existing Service - Measurement is by each (EA) connection to existing water service(s) and shall include all labor, materials, tools, equipment, and any other work and incidentals necessary to locate services, coordinate with Owner, and provide a complete in-place connection. Service alignments shown are not final and Contractor may modify location in field with Engineer approval. No additional payment will be made for Contractor requested alignment modifications.

Bid Items 313 & 2309 - Yard Hydrant - Bid Item shall be measured and paid per each (EA) yard hydrant assembly installed and accepted in-place. The price includes all saddles, corporation stops, piping, fittings, equipment, labor, and any other work or materials necessary to complete installation from the water main to the yard hydrant location.

Bid Item 314 - 6" Hydrant Assembly (Includes Risers) - Measurement of fire hydrant assemblies is by numerical count. Payment is made at the contract unit price bid each (EA), which includes furnishing and installing the fire hydrant and auxiliary gate valve, fitting required to connect to the main (bend, tee, valve), piping from main waterline to hydrant, riser or hydrant extension, all excavation, backfill, and special compaction required for the installation, thrust and anchor blocking, drain gravel, and all other work necessary or incidental for completion of the item.

Bid Item 315 - Removal of Existing Hydrant Assembly - Bid Item shall be measured and paid per each (EA) hydrant assembly removed. The price includes all material, equipment, and labor to remove, abandon, cap existing line, and dispose of the hydrant assembly.

Bid Item 317 - Temporary Water Supply - Measurement for this item shall be as a percentage of the contract amount completed and shall be paid as a lump sum (LS), with the percentage based on the amount of work complete to date. Payment shall be full compensation for providing temporary water supply including pump system, pipe, pump operating expenses, and all necessary maintenance, equipment, labor, materials, tools, supplies, testing, and incidentals necessary to complete the work.

Bid Item 401 - Connect to Existing Sanitary Sewer Manhole - Measurement and payment for this item shall be made on a per each (EA) basis and include, but not be limited to, all labor, materials, and equipment necessary to provide a complete in-place connection. Contractor shall be aware that locations of existing sanitary sewer mains are approximate based upon field locates and shall be field verified by Contractor prior to Work.

Bid Item 408 - Sanitary Cleanout - Bid Item shall be measured and paid per each (EA) connection to the main with one (1) cleanout installed and accepted in-place. The price

includes all fittings, piping, material, equipment, labor, and incidentals necessary to complete installation from the sewer main to the sanitary cleanout location.

Bid Item 409 - Temporary Sanitary Sewer Bypass Pumping - Measurement for this item shall be as a percentage of the contract amount completed and shall be paid as a lump sum (LS), with the percentage based on the amount of work complete to date. No separate payment shall be made if the existing sanitary sewer system is used as the Sanitary Sewer Bypass System. Payment shall be full compensation for providing sanitary sewer bypass, including pump system, pipe, pump operating expenses, and all necessary maintenance of the sanitary sewer bypass system, equipment, labor, materials, tools, supplies, testing, and incidentals necessary to complete the work.

END SECTION 00910

CONTRACTOR'S INSURANCE GUIDE

Commercial General Liability

<input type="checkbox"/>	Occurrence Policy	
<input type="checkbox"/>	Claims Made Policy (follow-up date _____)	
	Each Occurrence	\$1,500,000.00
	General Aggregate Including Umbrella	\$3,000,000.00
	Products/Completed Operations Aggregate	\$3,000,000.00

Coverages

<input type="checkbox"/>	Premises/Operations	
<input type="checkbox"/>	Products/Completed Operations	
<input type="checkbox"/>	Contractual Liability	
<input type="checkbox"/>	Underground	
<input type="checkbox"/>	Explosion and Collapse	PER PROJECT AGGREGATE ENDORSEMENT
<input type="checkbox"/>	Blasting	
<input type="checkbox"/>	Independent Contractors Coverages	
<input type="checkbox"/>	Broad Form Property Damage	
<input type="checkbox"/>	Personal Injury	
<input type="checkbox"/>	Property Damaged Deductible (not to exceed \$5,000.00) \$ _____	
<input type="checkbox"/>	Railroad Protective Policy	
	<u>Commercial Automobile</u>	
<input type="checkbox"/>	All-owned, adequate limits including umbrella	\$1,500,000.00
<input type="checkbox"/>	Hired Automobile Liability including umbrella	\$1,500,000.00
<input type="checkbox"/>	Non-Owned Automobile Liability including umbrella	\$1,500,000.00
	<u>Workers' Compensation</u>	
<input type="checkbox"/>	Occupational Accident/Disease	Statutory
<input type="checkbox"/>	Employer's Liability including umbrella	\$1,500,000.00
	(Attach certificate)	
	<u>Other Requirements</u>	
<input type="checkbox"/>	Company Rating (A.M. Best) B+ VI or Better	
<input type="checkbox"/>	30-Day Cancellation Clause	
	<u>Additional Insured's</u>	
<input type="checkbox"/>	Owner/Architect/Engineer Named as Additional Insured (all named as an additional primary and non-contributory insured.)	

Builder's Risk and Other Property Insurance

	<u>Coverages</u>	
<input type="checkbox"/>	Physical loss or damage	
<input type="checkbox"/>	Temporary buildings, materials and equipment stored and in transit	
<input type="checkbox"/>	As insured property; work and all materials, supplies, machinery, apparatus, equipment, fixtures, other property required to complete the Work	
<input type="checkbox"/>	Expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects)	
<input type="checkbox"/>	Maintained in effect until Work is complete	
	<u>Additional Insured's</u>	
<input type="checkbox"/>	Owner/Architect/Engineer/Contractor/Subcontractor (of every tier) named as Additional Insured (all named as an additional primary and non-contributory insured.)	

Owners and Contractors Protective

<input type="checkbox"/>	\$1,000,000.00 Each Occurrence, \$2,000,000.00 Aggregate Circle One (Endorsement) or (Separate Policy) A separate policy shall have Yellowstone County as the named insured. Attach Certificate to this checklist.	
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DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

1. General

Owner and Contractor/Bidder are required to make good faith efforts with adequate documentation to include disadvantaged business enterprises (DBEs) as subcontractors or suppliers on this project. More detailed regulations are published under 40 CFR Part 33.

2. DBE Certification

DBEs include minority business enterprises (MBEs) and women's business enterprises (WBEs). MBEs and WBEs must be certified as such in order to participate as a DBE. Certification can be through the Montana Department of Transportation (MDT) under its DBE program, through the Small Business Administration (SBA) under its 8(a) Business Development Program or its Small Disadvantaged Business (SDB) Program, or through other valid government or private organizations. SBA maintains a database of certified firms at http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm.

3. Good Faith Efforts

Owner and Contractor/Bidder must make the following good faith efforts when soliciting contractors, subcontractors, or suppliers to procure construction, equipment, services, and supplies on this project:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(c) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(d) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(e) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

4. Documentation for Bidder to Submit with Bid

(a) Contractor/Bidder shall submit the DBE Good Faith Effort Documentation form (use the form provided), and supporting documentation, with its bid to demonstrate compliance with good faith effort requirements.

(b) Contractor/Bidder shall submit its Bidders List with its bid, using the form provided. It shall include all entities that provided Contractor/Bidder a bid or quote on this project. It shall include both DBE and non-DBE bidders. Required information for each entity includes 1) entity's name and point of contact, 2) entity's mailing address, telephone number, and e-mail address, 3) procurement on which entity bid or quoted and when, and 4) entity's status as a MBE/WBE or non-MBE/WBE.

(c) Contractor/Bidder shall have each DBE subcontractor/supplier it proposes to use complete EPA Form 6100-3—DBE Program Subcontractor Performance Form and shall include all completed forms as part of the bid or proposal package. This form is not needed if Contractor/Bidder has no DBE participation.

(d) Contractor/Bidder shall complete and submit EPA Form 6100-4—DBE Program Subcontractor Utilization Form as part of the bid or proposal package. This form is not needed if Contractor/Bidder has no DBE participation.

5. Other Requirements and Information

(a) Contractor must pay its subcontractors for satisfactory performance no more than 30 days from Contractor's receipt of payment from Owner

(b) Contractor must notify Owner in writing prior to any termination of a DBE subcontractor for Contractor's convenience.

(c) If a DBE subcontractor fails to complete work under the subcontract for any reason, Contractor must employ the six good faith efforts if soliciting a replacement subcontractor.

(d) Contractor must employ the six good faith efforts even if Contractor has achieved its fair share objectives.

(e) Contractor must provide EPA Form 6100- 2—DBE Program Subcontractor Participation Form to all of its DBE subcontractors. EPA Form 6100-2 gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have, for example reasons why the DBE subcontractor believes it was terminated by the prime contractor. DBE subcontractors may send completed copies of EPA Form 6100-2 directly to the appropriate EPA DBE Coordinator.

(f) Copies of EPA Form 6100-2—DBE Program Subcontractor Participation Form, EPA Form 6100-3—DBE Program Subcontractor Performance Form, and EPA Form 6100-4—DBE Program Subcontractor Utilization Form may be obtained from EPA OSDBU's Home Page on the Internet or directly from EPA OSDBU. Copies of these forms are also attached to this contract.

DBE Good Faith Effort Documentation

Project: _____

Bidder: _____

Bid date: _____

Bidder: This form (2 pages) must be turned in with your bid to document your good faith effort to solicit DBE participation. Advertisements to solicit DBE quotes are still encouraged, but are not a substitute for direct contacts by fax, mail, e-mail, or phone. Make additional copies of each page if needed. Attach additional documentation (faxes, letters, e-mails, quotes) or explanation if needed to back up any item.

In table below, list all areas of opportunity for subcontractors and suppliers to provide quotes for your consideration on this project. You do not need to list areas you will not consider quotes because you self perform those areas.

Subcontract/supply opportunity	# of Potential DBEs (see note #1)	# of DBEs you contacted (see note #2)	Who will perform this work or supply this material? (see note #3)	Is this a certified DBE?
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

Note #1: Those listed in MDT DBE Directory, plus any other certified DBEs you will consider, such as from SBA database or surrounding state DOT DBE lists.

Note #2: Contact a minimum of 3 DBEs for each subcontract/supply opportunity (or all DBEs if less than 3 in MDT DBE Directory). Document all contacts on table on next page.

Note #3: You can enter "not yet determined" only if there are no potential DBEs for that item; otherwise you must make a decision on which subcontractor/supplier you are using. No "bid shopping" is allowed after the bid date if it may be detrimental to a DBE.

In table below, document all DBEs contacted. Contact a minimum of 3 DBEs for each subcontract/supply opportunity (or all DBEs if less than 3 in MDT DBE Directory). Make additional copies of page as needed.

DBE name	Potential subcontract/supply scope	Contact person name	Contact method (fax/ mail/e-mail: attach copies; phone: list ph#)	Contact date (min 7 days before bid)	Quote given?	Using? (see note #4)	Reason not using	Comments or additional explanation
			___Fax ___Mail ___E-mail ___Phone ph#_____		___Yes ___No	___Yes ___No		
			___Fax ___Mail ___E-mail ___Phone ph#_____		___Yes ___No	___Yes ___No		
			___Fax ___Mail ___E-mail ___Phone ph#_____		___Yes ___No	___Yes ___No		
			___Fax ___Mail ___E-mail ___Phone ph#_____		___Yes ___No	___Yes ___No		
			___Fax ___Mail ___E-mail ___Phone ph#_____		___Yes ___No	___Yes ___No		
			___Fax ___Mail ___E-mail ___Phone ph#_____		___Yes ___No	___Yes ___No		
			___Fax ___Mail ___E-mail ___Phone ph#_____		___Yes ___No	___Yes ___No		
			___Fax ___Mail ___E-mail ___Phone ph#_____		___Yes ___No	___Yes ___No		
			___Fax ___Mail ___E-mail ___Phone ph#_____		___Yes ___No	___Yes ___No		
			___Fax ___Mail ___E-mail ___Phone ph#_____		___Yes ___No	___Yes ___No		
			___Fax ___Mail ___E-mail ___Phone ph#_____		___Yes ___No	___Yes ___No		
			___Fax ___Mail ___E-mail ___Phone ph#_____		___Yes ___No	___Yes ___No		

Note #4: For each DBE that you are using, submit filled out forms 6100-3 and 6100-4 with bid, and give form 6100-2 to DBE.

Bidders List

Project: _____

Owner: _____

Bid Date: _____

Contractor/Bidder should list itself first. Then list all entities that provided Contractor/Bidder a bid or quote on this project. Include all subcontractors and suppliers, both DBE and non-DBE, regardless of whether you propose to use them. Add additional sheets as necessary.

Bidding entity name:

Contact person name:

Mailing address:

Telephone:

E-mail:

Work bid: bid contract as prime

Status: ___MBE ___WBE ___non-DBE

Bidding entity name:

Contact person name:

Mailing address:

Telephone:

E-mail:

Work bid:

Status: ___MBE ___WBE ___non-DBE

Bidding entity name:

Contact person name:

Mailing address:

Telephone:

E-mail:

Work bid:

Status: ___MBE ___WBE ___non-DBE

Bidding entity name:

Contact person name:

Mailing address:

Telephone:

E-mail:

Work bid:

Status: ___MBE ___WBE ___non-DBE

Bidding entity name:
Contact person name:
Mailing address:
Telephone:
E-mail:
Work bid:
Status: ___MBE ___WBE ___non-DBE

Bidding entity name:
Contact person name:
Mailing address:
Telephone:
E-mail:
Work bid:
Status: ___MBE ___WBE ___non-DBE

Bidding entity name:
Contact person name:
Mailing address:
Telephone:
E-mail:
Work bid:
Status: ___MBE ___WBE ___non-DBE

Bidding entity name:
Contact person name:
Mailing address:
Telephone:
E-mail:
Work bid:
Status: ___MBE ___WBE ___non-DBE

Bidding entity name:
Contact person name:
Mailing address:
Telephone:
E-mail:
Work bid:
Status: ___MBE ___WBE ___non-DBE



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

**Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form**

NAME OF SUBCONTRACTOR ¹	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	E-MAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR

_____	_____
Subcontractor Signature	Title/Date

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program DBE Subcontractor Participation Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

**Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form**

NAME OF SUBCONTRACTOR ¹		PROJECT NAME
ADDRESS		BID/PROPOSAL NO.
TELEPHONE NO.		E-MAIL ADDRESS
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
Currently certified as an MBE or WBE under EPA's DBE Program? ____ Yes ____ No		
_____ Signature of Prime Contractor		_____ Date
_____ Print Name		_____ Title
_____ Signature of Subcontractor		_____ Date
_____ Print Name		_____ Title

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program DBE Subcontractor Performance Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors¹ will be used on this project:

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATE D DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Signature Of Prime Contractor

Date

Print Name

Title

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program DBE Subcontractor Utilization Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.



United States Department of Agriculture

AD-1048

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 0.25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

GEOTECHNICAL REPORT



2511 Holman Avenue
P. O. Box 80190
Billings, Montana 59108-0190
p: 406.652.3930; f: 406.652.3944
www.skgeotechnical.com

January 15, 2024

Project 23-4360G

Mr. Greg Reid, PE
WWC Engineering
Via Email: greid@wwc.com

Dear Mr. Greg Reid:

Re: Geotechnical Evaluation, Proposed East Half Metra Park Improvements, Billings, Montana

We have completed the geotechnical evaluation for the above-referenced project, authorized on September 1, 2023. The purpose of this evaluation was to assist WWC Engineering by providing general soil and groundwater conditions along the proposed utility, pavement, and retaining wall areas to assist them in preparing plans and specifications for the project. This evaluation was completed in general accordance with our proposal to you dated August 24, 2023.

Project Information

General. WWC is assisting Yellowstone County with design of the proposed improvements along the east half of the Metra Park facility. The proposed improvements will consist of installing new water and sewer lines, storm drains, pavement reconstruction and realignment, and a new retaining wall. The east half Metra Park project is broken into three main sections listed below.

- Arena backlot- the portion south of the Arena and just east of the Expo Center.
- Lot 1- the southernmost portion of the area.
- Lot 3B- the easternmost portion of the area.

Scope. Our scope of services for the proposed Metra Park improvements was limited to:

- Conducting thirteen penetration test borings to a depth of 5 feet or 15 feet at the locations shown on the attached sketch along the proposed improvement areas.
- Conducting two test pits to a depth of 10 feet along the proposed retaining wall area.
- Returning the samples to our laboratory for visual classification and logging by an Engineering Geologist.
- Conducting laboratory tests, including moisture content, Atterberg limits, grain size analysis, and corrosion.

- Analyzing the results and formulating recommendations for utilities, pavement design, and retaining wall design.
- Submitting a geotechnical evaluation report containing logs of the borings, showing subsurface soil and groundwater conditions at each boring location, our analysis of the field and laboratory tests, and recommendations for utilities, pavement, and the retaining wall.

Documents Provided. WWC provided us with a map showing the general location of the proposed improvements. This drawing was used to establish desired boring locations for the project, as well as our Site and Boring Location Sketches attached to this report. The boring locations were generally selected by WWC to avoid numerous existing underground utilities associated with previous developments.

Locations and Elevations. Boring locations ST-22 through ST-36 were selected and staked by SK Geotechnical and WWC personnel. Borings are numbered ST-22 through ST-36 to avoid confusion with the borings performed for the upper and main parking lot projects. Some borings had to be moved due to utility issues. During staking, it was decided to change the two 10-foot test pits to 15-foot soil borings to primarily avoid tearing up the existing asphalt in the vicinity of the Boring ST-35 as well as the inherent disturbance associated with excavating test pits.

Site Conditions. The proposed improvements will be constructed within active lots and roadways throughout the Metra Park in Billings, Montana. The lots and roads are currently paved or have gravel surfacing. Previous developments and projects have occurred at the Metra Park facility for decades. The grandstand and horse track were recently demolished, and the area has been used for agricultural purposes. Alkali Creek used to run through the facility and the site has likely been used by Yellowstone County for many other purposes. Existing fill associated with these previous developments is prevalent throughout the project.

Results

General. Log of Boring sheets indicating the depth and identification of the various soil strata, the penetration resistance, laboratory test data, and water level information are attached. It should be noted that the depths shown as boundaries between the strata are only approximate. The actual changes may be transitions and the depths of changes vary between borings.

Geologic origins presented for each stratum on the boring logs are based on the soil types, blows per foot, and available common knowledge of the depositional history of the site. According to readily available Geologic Map of the Billings Area, Yellowstone County, Montana, Montana Bureau of Mines and Geology (2002), the project is located within Alluvial Terrace Deposits over the Eagle Creek Sandstone Member. A Partial Geologic Sketch with the approximate project extents is included in the attachments. The general soil profile encountered at the borings was existing fill and pavement underlain by alluvial soils over bedrock. These strata are discussed more below.

Arena Backlot Soils. Borings ST-22 through ST-26, ST-35 and ST-36 were performed in the Arena backlot area. Borings ST-23 and ST-25 were in the existing pavement behind the newer Expo Center and encountered 2 3/4 and 3 inches of asphalt pavement over base course to 2 feet. Borings ST-35 and ST-36 were behind the Arena in older pavement and encountered 3 and 3 1/4 inches of asphalt pavement over base course to 0.8 feet.

Existing fill was encountered in all of the borings beneath the existing pavement or at the surface. The existing fill consisted of silty sand, silty clayey sand, and sandy lean clay to depths ranging from 4 to 6 feet. The existing fill contained concrete, wood, metal, and mulch, indicating it is highly variable. Penetration resistances generally ranged from 8 to 44 blows per foot (BPF) indicating it was loose to dense.

Existing fill behind the Arena also contains boulders. WWC provided us photographs of a recent storm drain trench cutting through the area, and these boulders are up to 4- to 6-feet in diameter. As the photos indicate, hydraulic jackhammers were necessary to break up numerous boulders so they could be removed from the storm drain trench.

Fine grained alluvium consisting of silty clayey sand, silty sand, and sandy lean clay were encountered beneath the existing fill, primarily to the boring termination depths ranging from 5 1/2 to 15 1/2 feet. Penetration resistances in the alluvium ranged from 3 to 11 BPF indicating the sands were loose and the clays were soft. Beneath the alluvium, boring ST-35 encountered decomposed shale consisting of fat clay at a depth of 13 1/2 to 15 1/2 feet. Penetration resistance was 5 BPF indicating the clay was rather soft.

Lot 3B Soils. Borings ST-29, ST-32, ST-33, and ST-34P were performed in the Lot 3B area furthest east portion of the site. Existing fill was encountered in all of the borings to depths ranging from 4 to 7 1/2 feet. The existing fill consisted of silty sand, poorly-graded gravel, silty clayey sand, and silty gravels, and contained wood and metal. Penetration resistances in the existing fill ranged from 4 to 31 BPF indicating it was very loose to dense, but primarily very loose to loose, i.e., not likely compacted when placed.

Beneath the existing fill, Boring ST-29 encountered fine-grained silty clayey sand to the boring's termination depth of 5 1/2 feet. The sand had a penetration resistance of only 3 BPF indicating it was very loose. Borings ST-32, ST-33, and ST-34 encountered coarse-grained silty gravel with sand and cobbles below the existing fill to the boring's termination depths ranging from about 10 to 15 1/2 feet. Penetration resistances in the gravels ranged from 34 BPF to 50 blows for only 2 inches of penetration. These values indicate the silty gravel was medium dense to very dense and contains boulders.

Lot 1 Soils. Borings ST-27, ST-28, ST-30, and ST-31 were performed in the Lot 1 area, the furthest south portion of the site. Existing fill was encountered in all of the borings to depths ranging from 4 to 8 1/2 feet. The existing fill consisted of lean clay, clayey sand, silty sand, and poorly-graded gravel.

Penetration resistances ranged from 7 to 15 BPF indicating the clays were medium to stiff and the sands and gravels were loose to medium dense, i.e., not likely compacted when placed.

Beneath the existing fill, Boring ST-27 encountered lean clay alluvium to the boring's termination depth of 5 1/2 feet. Boring ST-28 was also only 5 1/2 feet deep and terminated in the existing fill. Borings ST-30 and ST-31 encountered fine-grained lean clay and clayey sand alluvium to 7 and 11 1/2 feet, respectively, over coarse-grained clayey gravel alluvium to the boring's termination depth of 15 1/2 feet. The lean clay was rather soft and the clayey sand was very loose to loose, penetration resistances in the clayey gravel ranged from 19 to 46 BPF indicating it was medium dense to dense.

Groundwater Observations. Groundwater was encountered in some of the borings at the time of our fieldwork. Groundwater ranged from 7.4 feet to 14.7 feet. Groundwater could fluctuate several feet or more in unison with water levels in Alkali Creek and the Yellowstone River. It should be noted, groundwater levels can also fluctuate depending on snow melt, run-off, precipitation, irrigation, leaking utilities, subsurface characteristics, and other factors not evident at the time of our fieldwork. Table 1 summarizes the groundwater observations in the borings.

Table 1. Summary of Groundwater Depths and Elevations

Boring	Surface Elevation (feet)	Depth to Groundwater (feet)	Groundwater Elevation (feet)	Waterbearing Stratum
ST-30	3103.7	8.1	3095.6	Alluvial Gravels
ST-31	3103.4	7.4	3095.0	Lean Clay Fill
ST-32	3098.7	11.3	3087.4	Alluvial Gravels
ST-34P	3099.7	10.2	3089.5	Alluvial Gravels
ST-36	3107.5	14.7	3092.8	Lean Clay Alluvium

A piezometer was installed in Boring ST-34P with flush-mount manhole cover. The piezometer can be checked for current groundwater levels and assist in evaluating the depth of dewatering in that area for the project.

Laboratory Tests

The results of the laboratory tests are summarized on the Log of Boring sheets and are presented in the attachments of this report. The results are also discussed in more detail below.

Classification Tests. Classification tests consisting of Atterberg limits and full sieve analysis were performed on select bag samples obtained from the borings at the subgrade pipe invert depth range. Table 2 below provides a summary of the classification tests.

Table 2. Summary of Laboratory Tests

Boring	Depth (feet)	Atterberg Limits			P ₂₀₀ (%)	ASTM Symbol
		LL	PL	PI		
ST-22	1 1/2 - 3	23	17	6	40.9	SC-SM
ST-23	2 – 3 1/2	31	15	16	62.2	CL
ST-26	2 – 3 1/2	33	17	16	74.0	CL
ST-27	1 1/2 - 3	41	19	22	80.8	CL
ST-30	1 1/2 - 3	34	16	18	88.1	CL
ST-31	3 - 4	46	19	27	93.3	CL
ST-33	1 1/2 - 3	25	18	7	46.9	SC-SM
ST-35	2 – 3 1/2	NP	NP	NP	18.5	SM
ST-35	6 1/2 – 8	NP	NP	NP	20.8	SM
ST-36	4 – 5 1/2	22	17	5	39.4	SC-SM

The tests indicate the soils consist of primarily low to medium plasticity lean clay with sand, silty sand, and silty clayey sand. American Society for Testing Materials (ASTM) symbols CL, SM, and SC-SM.

Moisture Content Tests. Moisture content profiles were performed on all the samples obtained from the borings. The moisture contents of the soils ranged from 4.2 to 36.9 percent. The results of the moisture content tests are presented on the boring logs attached. There were three lower moisture content values found in the gravels that likely lost moisture during sampling and are not representative of the actual moisture content within the gravels. The moisture contents across the project were in excess of about 5 percent indicating wetter soils throughout the whole project, most likely over optimum moisture content.

Corrosion. Corrosion test results from three borings across the project indicate the soil is moderately corrosive to concrete and severely corrosive to metal.

Analyses and Recommendations

Proposed Construction. Yellowstone County is working to improve the east half of the Metra Park facility by adding new utility lines and improving pavement in parking lots and roadways. The project will also include installing new water lines, sanitary sewer lines, and storm drains in different areas of the facility. Table 3 below shows, location, type of utility, pipe size, pipe type, and range in pipe invert depth for water, sanitary sewer, and storm lines.

Table 3. Summary of Utilities

Location	Utility Type	Size (inches)	Type	Pipe Invert Depth (feet)		
Lot 1	Water	3	HDPE	6	-	8
	Sanitary Sewer	8	PVC	6	-	8
Lot 3B	RV Water	3	HDPE	7	-	9
	Water	12	PVC	9	-	10
	Sanitary Sewer	6, 12	PVC	5	-	10
	Storm	36	Concrete	0	-	9
Arena Back Lot	Water	12	PVC	6	-	9
	Sanitary Sewer	8, 10, and 12	PVC	5	-	11
	Storm	15	IPVC	3		10

The project also includes pavement improvements and a new retaining wall. The pavement improvements are planned to improve the traffic flow along the east half of the Metra Park facility. The area directly behind the Arena is used by delivery and transport trucks. The remaining portion of the east half of the project will be used primarily by recreation vehicles (RVs), automobiles, and trucks with trailers.

A new retaining wall is planned along the south side of the Arena backlot, so the dumpsters can be set at the bottom. The retaining wall will be a conventional cast-in-place reinforced concrete wall set on a frost-depth footing.

If the information indicated above is incorrect, we should be informed. Additional analysis and recommendations may be necessary.

Discussion. A major concern for the project is the existing fill prevalent across the site and encountered in all of the borings. The existing fill was highly variable in soil type and was up to 8 1/2 feet deep. Notably, there was metal and concrete debris mixed in the fill in the Arena backlot and in Lot 3B. Existing fill having deleterious materials (foreign, compressible, and decompressible materials) will need to be removed from being reused as backfill. During a past storm drain project in the Arena backlot area, large boulders in the existing fill were found during excavation and had to be jackhammered to be taken out in pieces. Pictures from the storm drain placement are attached. During excavation, the boulders will likely be encountered during trench excavation of utility lines in the Arena backlot. Jackhammering should be expected to breakup and remove the boulders from the excavations, and a unit cost should be included in the bid documents. Existing fill must also be subexcavated from beneath the retaining wall footing, and replaced with structural backfill. We also recommend removing deleterious existing fill from beneath pavement improvements, if encountered.

Utilities

Open Excavations. Fine-grained soils and existing fill were encountered in all the borings in the upper 5- to 15-feet. The Occupational Safety and Health Administration (OSHA) guidelines indicate cohesive soils with an unconfined compressive strength of less than 1/2 tons per square foot (tsf), granular soils such as sands and gravels, and all existing fill classify as Type C soils. Based on the results of our soil borings and the variability of the soils above pipe invert, we recommend all soils be considered Type C on the project. All earthwork and construction should be performed in accordance with OSHA guidelines.

As indicated above, trench excavations in the Arena backlot could encounter 4- to 6- foot diameter boulders requiring jackhammering to breakup and remove. Some boulders were also encountered in the alluvial gravels, which could be difficult to excavate and require special handling.

Corrosion. The planned utilities mostly are using a type of polyethylene pipe, but there will be one concrete pipe for the storm drain near Lot 3B. The soils across the project identified to be moderately corrosive to concrete. We recommend Type I-II cement be used for the project. The soils were found to be severely corrosive to metal pipes and corrosive protection is recommended if any are included in the project.

Dewatering. Groundwater was encountered in some of our borings during fieldwork and therefore dewatering may be necessary across the whole project, especially trenches over 6 feet deep. A piezometer was installed in Boring ST-34P to allow personnel to check groundwater levels and fluctuations over time. If groundwater is encountered during construction, we recommend immediately pumping the water out and away from the excavation to reduce the risk of creating unstable subgrade. The actual method of dewatering will need to be determined by the contractor based on their experience and available equipment.

Trench Subgrade and Type 2 Bedding. The borings indicate the anticipated trench subgrade in the improvements will primarily be loose/very soft to medium dense/stiff sand and clays. It is our opinion the loose/very soft soils such as these encountered in Boring ST-31 below 8 1/2 feet and Boring ST-35 below 6 feet will not be suitable for only Type 1 bedding and will require Type 2 bedding as well. We recommend providing up to 18-inches of Type 2 bedding beneath Type 1 bedding. Type 2 bedding should be up to 18-inches below Type 1 bedding, or down to stiffer/denser soils, whichever is encountered first. For example, Type 2 bedding should be provided in Boring ST-32 in the loose silty sand, but can stop once the medium dense silty gravel is encountered. We recommend planning for fine-grained unstable subgrades across 50 to 60 percent of the utilities, and using an average thickness of 12 inches for Type 2 bedding. The actual extent and placement of Type 2 bedding will need to be determined by engineering observations during construction.

Pipe Bedding. We recommend providing well-graded Type 1 bedding as described in *Montana Public Works* Drawing No. 02221-2 beneath the entire utility lengths. We recommend using the same well-graded material as Type 2 bedding. Using well-graded Type 1 and Type 2 bedding will reduce the risk of fines piping due to groundwater fluctuation. Another option to reduce the risk of piping fines within standard open-graded bedding would be to completely wrap (top, bottom, and sides) the open graded Type 1 and Type 2 bedding with a 6-ounce non-woven geotextile fabric.

Drainage and Impermeable Trench Plugs. It is critical good drainage of surface water be provided long-term along the project limits. To reduce the risk of water flowing in bedding, we recommend placing low permeability trench backfill plugs along the pipe alignments. We recommend the plugs be placed in intervals of approximately 300 feet along the alignments and at each service connection. If the utility lines break, water or sanitary sewer could flow into service trenches, potentially causing settlement to adjacent structures. These plugs should meet the requirements of MPWSS Section 02222.

Backfill and Compaction. The following requirements should be used during the trench backfilling.

- The majority of the on-site soils can be used as trench backfill, provided all deleterious materials are removed. In the Arena backlot and Lot 3B, we encountered existing fill with deleterious materials and boulders, and we recommended these soils not be reused in backfill. We recommend separating the clays and sands from the gravels as the soils are excavated and replaced accordingly.
- Due to shallow groundwater, excavated soils are likely wet and above optimum moisture content (OMC). It will likely be necessary to spread these soils out and allow them to dry, as well as favorable weather, to achieve a moisture content ± 2 percent of optimum.
- Quality Assurance (QA) and Quality Control (QC) testing should be performed within the active backfilling process to monitor compaction. Compaction testing is recommended to confirm equipment and number of passes are consistently being applied to properly compact backfill to specification. Compaction tests in test pits behind the active installation are not recommended. We refer to this as “hind-sight compaction testing” and the approach results in misleading test results, i.e., the test pit backfill is intentionally recompacted before testing.
- Lift thicknesses should not exceed 8 inches loose thickness. Depending on the QA and QC testing described above, thinner lifts may be necessary.
- Next to risers, valves, manholes, and for services lines, we recommend thinner lifts (4 to 6 inches) and using nimble compaction equipment, such as hand-operated wacker compactors or vibratory plate compactors attached to a smaller backhoe to achieve compaction. Sheepsfoot rollers attached to backhoes are too big for these areas and are not recommended.

- We recommend all backfill be placed be compacted in accordance with the most recent MPWSS Type A Trench Backfill requirements and those recommendations indicated above.

If imported material is used, it should generally be similar to the on-site soils, i.e. lean clay should be replaced with imported lean clay and gravel alluvium replaced with imported gravels that can be compacted to specification. Additionally, thicker lifts will generally result in increased settlement.

Trench Settlement. Trench settlement of utility excavations is a common problem and is often difficult to avoid. Even well compacted backfill will settle, in our opinion, and we anticipate normal trench settlement will be approximately 1 percent of the total trench depth. If the backfill is poorly compacted, excessively thick lifts are placed, large oversize materials are left in place, contains frozen materials, or surface water infiltrates into the trench, several inches of settlement could occur. Full-time inspection during placement of backfill helps reduce the risk of these issues occurring during construction.

Retaining Wall

General. The proposed retaining wall is to be a cast-in-place concrete wall about 150-feet long in total. The wall will connect to the existing retaining wall and varies in height throughout. At the connection point, the wall will be 6 1/2-feet tall and drop down to 4-feet at the proposed loading dock location then about 1 1/2 feet to end the wall.

Depth. We recommend the retaining wall footing bear a minimum of 4 1/2 feet below exterior grades (front side) for frost protection.

Footing Subgrades. We recommend footings bear on undisturbed natural soils or compacted backfill placed over undisturbed natural soils. Where existing fill is present beneath proposed footings, we recommend it be subexcavated from beneath the footings and oversize zones extending 1/2 foot (horizontal) beyond the footing for every foot of subexcavation below the footing. It is best to use 3-inch minus sandy gravel or non-frost-susceptible material (as described below) as backfill beneath footings, placed in lifts not exceeding 8-inches, and compacted to a minimum of 95 percent of its standard proctor maximum dry density.

Bearing Capacity. It is our opinion the retaining wall footing can be designed for a net allowable bearing capacity of up to 2000 psf (pounds per square foot).

Backfill. We recommend placing 5 feet (horizontal) of nonfrost-susceptible sand or sandy gravel backfill behind the retaining walls for three reasons: (1) to provide a relatively free-draining backfill, which will not impede downward percolation of water to seep holes, (2) to reduce the lateral earth pressures on the wall, and (3) to reduce the risk of frost penetrating the backfill behind the wall, causing it to move outward. Imported sand or sandy gravel with less than 5 percent of its particles by weight passing a 200 sieve is generally considered nonfrost-susceptible. Backfill behind the retaining walls should be placed in

lifts and at a moisture content at or slightly above optimum moisture content. The backfill should be compacted to a minimum of 95 percent of its standard Proctor maximum dry density.

Lateral Earth Pressure. Assuming nonfrost-susceptible sand or sandy gravel backfill compacted to 95 percent will be placed behind retaining walls, we recommend using the following parameters for estimating lateral forces.

- Active earth pressure (wall free to move away from backfill): 35 pounds per square foot per foot of depth (psf/ft) plus 0.31 times surcharge load.
- At-rest earth pressure (wall restrained): 55 psf/ft plus 0.5 times surcharge load.
- Passive earth pressure: 650 psf/ft plus 5.8 times surcharge load.
- Coefficient of sliding friction: 0.50.

The values indicated above do not include factors of safety. Appropriate factors of safety should be included when designing retaining walls to resist lateral earth forces.

Pavement

General. The current surfacing sections across the project limits varies. There is pavement sections and gravel surfacing used in the parking lots and roadways. The existing pavement ranges from 2 3/4 inches to 4 3/4 inches followed by base course to 2 feet. ST-35 had what looked like base course to 0.8 feet followed by gravel fill with concrete to 2 feet.

Recommended Pavement Sections. The recommended pavement sections are shown below in Table 4 below. The sections vary based on the type of vehicles and the option of geosynthetics and geogrid.

Table 4. Recommended Pavement Sections.

Material	Autos Only		Auto and RVs		Autos, RVs, and Trucks	
	CBC Section	Geogrid Section	CBC Section	Geogrid Section	CBC Section	Geogrid Section
Asphalt Pavement (inches)	3	3	3	3	4	4
Crushed Base Course (inches)	10	8	12	9	10	9
Geosynthetics	6 oz. NW	BX1200	6 oz. NW	BX1200	6 oz. NW	BX1200
Total Thickness (inches)	13	11	15	12	14	13

*either 6 oz. NW (nonwoven) or BX1200 geogrid or better

In the Arena backlot, some isolated boulders may be encountered when trying to reach subgrade elevation. The cost of entirely removing these boulders is probably not justified, but a minimum of 6-inches of base course must be provided over the boulders.

Subgrade. The pavement subgrade across the project limits varies significantly, mostly associated with the type of existing fill present. Due to significant previous projects and developments, considerable variation should be expected. There is mostly clay and sand fill that is wet and rather loose and soft. There is also some gravel fill found that is loose to dense. Due to past agricultural events, there could be isolated areas of deleterious materials such as wood chips, hay, and silage that will require subexcavation and replacement.

There is a chance the subgrade can become unstable if more water is introduced to the soils during construction or in existing areas having poor surface water drainage. One method of determining unstable subgrades is to perform proof rolling observations directly on the exposed subgrade. Proof rolling should be performed with a loaded dump truck or water truck. Unstable areas are those subgrade soils where proof rolling indicates 3/4-inch or more of subgrade deflection is occurring. When this occurs, we recommend using the following pavement section.

<u>Material</u>	<u>Thickness</u>
Asphalt Pavement	4 inches
Crushed Base Course	16 inches
BX 1200 Geogrid	Yes
Separation Fabric (6 ox. NW)	Yes

Construction

Excavation. It is our opinion the soils encountered by the borings can be excavated with a conventional excavation equipment. As previously indicated, however, boulders exist in the Arena backlot that will require jackhammering to break up. Boulders and concrete rubble could be encountered in other areas as well. All earthwork and excavations should be performed in accordance with OSHA requirements. The borings indicate the alluvial soils and existing fill in the sidewalls of the water line trench excavations will be Type C soils under OSHA guidelines.

Dewatering. As previously indicated, groundwater was encountered in some of the borings at the time of our fieldwork, and dewatering will likely be necessary across the whole project. The method of dewatering will need to be determined by the contractor based upon their experience and available equipment. The relatively clean alluvial gravels are considered highly transmissive, and result in a significant volume of groundwater to be managed.

Observations. We recommend excavations of the new utility lines be observed. These observations should be performed by a geotechnical engineer or an engineering assistant under the direction of a geotechnical engineer. The purpose of these observations is to evaluate if the subgrade soils are similar to those encountered in the borings, and suitable for the proposed construction.

Testing. Testing of materials during construction should meet the requirements of MPWSS. We recommend compaction tests be performed on the proposed water line trench backfill. Samples of proposed backfill and fill materials should be submitted to our testing laboratory at least five days *prior* to placement on the site for evaluation and determination of their optimum moisture contents and maximum dry densities. Asphalt pavement should also be tested for strength properties and compaction in accordance with MPWSS.

Cold Weather Construction. If site grading and construction is anticipated during cold weather, we recommend good winter construction practices be observed. All snow and ice should be removed from fill materials prior to placement. No fill should be placed on soils that have frozen or contain frozen material. No frozen soils should be used as fill.

If used, concrete delivered to the site should meet the temperature requirements of ASTM C 94. Concrete should not be placed on frozen soils or soils that contain frozen material. Concrete should be protected from freezing until the necessary strength is attained.

Procedures

Drilling and Sampling. The penetration test borings were performed on the dates indicated on the boring logs with a CME 75HT core and auger drill rig. Sampling for the borings was conducted in accordance with ASTM D 1586, "Penetration Test and Split-Barrel Sampling of Soils." Using this method, we advanced the borehole with hollow-stem auger to the desired test depth. Then a 140-pound hammer falling 30 inches drove a standard, 2-inch OD, split-barrel sampler a total penetration of 1 1/2 feet below the tip of the hollow-stem auger. The blows for the last foot of penetration were recorded and are an index of soil strength characteristics.

Soil Classification. The drill crew chief visually and manually classified the soils encountered in the borings in accordance with ASTM D 2488, "Standard Practice for Description and Identification of Soils (Visual-Manual Procedures)." A summary of the ASTM classification system is attached. All samples were then returned to our laboratory for review of the field classifications by a geotechnical engineer. Representative samples will remain in our office for a period of 60 days to be available for your examination.

Groundwater Observations. Approximately ten minutes after taking the final sample in the bottom of a boring, the driller probed through the hollow-stem auger to check for the presence of groundwater. Immediately after withdrawal of the auger, the driller again probed the depth to water or cave-in. The boring was then backfilled to the bottom-of-asphalt and patched with cold mix asphalt patch.

General Recommendations

Basis of Recommendations. The analyses and recommendations submitted in this report are based upon the data obtained from the soil borings performed at the locations indicated on the attached sketch. Often, variations occur between these borings, the nature and extent of which do not become evident until additional exploration or construction is conducted. A re-evaluation of the recommendations in this report should be made after performing on-site observations during construction to note the characteristics of any variations. The variations may result in additional earthwork and construction costs, and it is suggested a contingency be provided for this purpose.

It is recommended we be retained to perform the observation and testing program for the site preparation phase of this project. This will allow correlation of the soil conditions encountered during construction to the soil borings and will provide continuity of professional responsibility.

Review of Design. This report is based on the anticipated construction of the proposed water lines as related to us for preparation of this report. It is recommended we be retained to review the geotechnical aspects of the designs and specifications. With the review, we will evaluate whether any changes in design have affected the validity of the recommendations, and whether our recommendations have been correctly interpreted and implemented in the design and specifications.

Groundwater Fluctuations. We made water level observations in the borings at the times and under the conditions stated on the boring logs. These data were interpreted in the text of this report. The period of observation was relatively short, and fluctuation in the groundwater level may occur due to rainfall, flooding, irrigation, spring thaw, drainage, and other seasonal and annual factors not evident at the time the observations were made. Clay soils typically require longer periods of time (days/weeks) for groundwater elevations to stabilize. Design drawings and specifications and construction planning should recognize the possibility of fluctuations.

Use of Report. This report is for the use of WWC Engineering, Yellowstone County, and selected contractors to design the proposed water lines and prepare construction documents as well as construction. In the absence of our written approval, we make no representation and assume no responsibility to other parties regarding this report. The data, analyses, and recommendations may not be appropriate for other structures or purposes. We recommend parties contemplating other structures or purposes contact us.

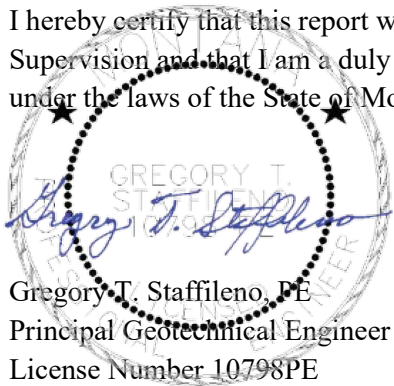
Level of Care. Services performed by SK Geotechnical Corporation personnel for this project have been conducted with that level of care and skill ordinarily exercised by members of the profession currently practicing in this area under similar budget and time restraints. No warranty, express or implied, is made.

We appreciate the opportunity to provide these services for you, if we can be of further assistance, please contact us at your convenience.

Sincerely,

Professional Certification

I hereby certify that this report was prepared under my direct Supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Montana.



Gregory T. Staffileno, PE
Principal Geotechnical Engineer
License Number 10798PE

A handwritten signature in blue ink, appearing to read "Jaye M. Wells".

Jaye M. Wells
Geologist

Attachments:

- Site Location Sketch
- Boring Location Sketch
- Partial Geologic Sketch
- Descriptive Terminology
- Log of Boring Sheets – ST-22 through ST-36
- Atterberg Limit Tests
- Sieve Analysis (10)
- Sulfates
- Pictures from storm drain installation



SITE LOCATION SKETCH
Metra Park Improvements
Billings, Montana

Drawn by:	SKGeo/Google Earth	Date	1/10/2024
Project:	23-4360G		
Scale:	On image		FIGURE
Sheet	1	of	3
			1



Legend
 📍 Soil Borings

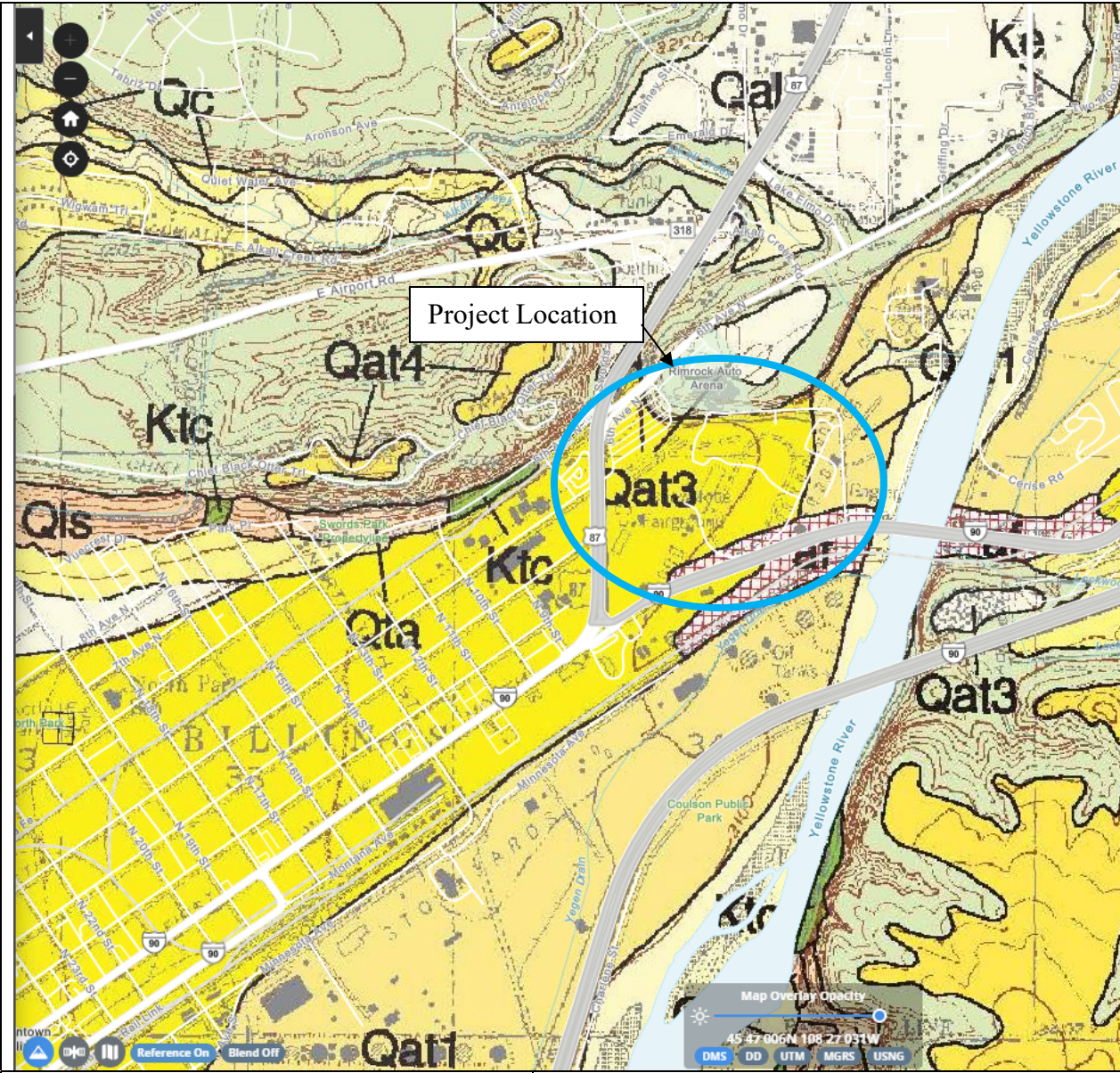
Google Earth

600 ft



BORING LOCATION SKETCH
Metra Park Improvements
Billings, Montana

Drawn by:	SKGeo/Google Earth	Date	1/10/2024
Project:	23-4360G		
Scale:	On image		FIGURE
Sheet	2	of	3
			2



- Artificial fill**—Compacted and uncompacted fill along roads and highways; locally covers bedrock contacts. At Billings Landfill (sections 29 and 30, T. 1 S., R. 26 E.), artificial fill constantly increasing at expense of shale bedrock and colluvium, which are strip mined and used for fill over refuse
- Qat1** Alluvial terrace gravel 1 (Holocene and Pleistocene)—Gravel underlying terraces about 10 to 20 feet above present elevation of Yellowstone River. Mostly cobbles and pebbles with minor amounts of sand and silt. Clasts predominantly granitic igneous rocks, granitic gneiss, schist, and quartzite, with much less limestone and sandstones. Twenty to 40 feet thick (Gosling and Pashley, 1973)
- Qat2** Alluvial terrace gravel 2 (Pleistocene)—Gravel underlying terraces about 20 to 40 feet above present elevation of Yellowstone River. Mostly cobbles and pebbles with minor amounts of sand and silt. Clasts predominantly granitic igneous rocks, granitic gneiss, schist, and quartzite, with much less limestone and sandstones. Forty to 60 feet thick (Gosling and Pashley, 1973)
- Qat3** Alluvial terrace gravel 3 (Pleistocene)—Gravel underlying terraces about 50 to 90 feet above present elevation of Yellowstone River. Mostly cobbles and pebbles with minor amounts of sand and silt. Clasts predominantly granitic igneous rocks, granitic gneiss, schist, and quartzite, with much less limestone and sandstones. This deposit grades from about 20 to 30 feet of clean gravel at its southern edge to about five feet at its northern limit (Gosling and Pashley, 1973), where overlain by colluvial and alluvial fan deposits of silty clay
- Qat4** Alluvial terrace gravel 4 (Pleistocene)—Gravel underlying terraces about 200 to 300 feet above present elevation of Yellowstone River and Pryor Creek. These terraces exhibit a relatively steep gradient toward the Yellowstone River Valley or Pryor Creek. Cobble- and pebble-size clasts are mainly granite, granitic gneiss, schist, quartzite, and volcanic rocks. Thickness up to about 20 feet
- Ke** Eagle Sandstone (Upper Cretaceous)—Light-brownish-gray (5YR6/1) to very-pale-orange (10YR8/2), very-fine to fine-grained, cross-bedded sandstone, burrowed to bioturbated in part. Locally contains calcareous, light-brown (5YR6/4) sandstone concretions up to 15 feet in diameter. Three to four sandstone intervals 10 to 50 feet thick can be present with intervening sandy shale intervals as thick as 50 feet. In area southeast of Pictograph Caves State Park, a well-developed upper sandstone pinches out to north; inter-tonguing relationship of this sandstone with Claggett Shale shown in section 8, T. 1 S., R. 27 E. Farther north this upper sandstone continues as sandy shale zone in Claggett. Upper contact placed at change from sandstone to shales of Claggett Shale. Thickness from 250 to 350 feet



PARTIAL GEOLOGIC MAP SKETCH
Metra Park Improvements
Billings, Montana

Drawn by: SKGeo/NGDMB	Date 1/10/2024
Project: 23-4360G	
Scale: On image	FIGURE
Sheet 3 of 3	3



Standard D 2487 Classification of Soils for Engineering Purposes (Unified Soil Classification System)

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification	
				Group Symbol	Group Name ^B
Coarse-Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines ^C	$C_u \geq 4$ and $1 \leq C_c \leq 3$ ^E	GW	Well graded gravel ^F
			$C_u < 4$ and/or $1 > C_c > 3$ ^E	GP	Poorly graded gravel ^F
		Gravels with Fines More than 12% fines ^C	Fines classify as ML or MH	GM	Silty gravel ^{F, G, H}
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines ^D	$C_u \geq 6$ and $1 \leq C_c \leq 3$ ^E	SW	Well graded sand ^I
			$C_u < 6$ and/or $1 > C_c > 3$ ^E	SP	Poorly graded sand ^I
		Sands with Fines More than 12% fines ^D	Fines classify as ML or MH	SM	Silty sand ^{G, H, I}
		Fines classify as CL or CH	SC	Clayey sand ^{G, H, I}	
Fine-Grained Soils 50% or more passes the No. 200 sieve	Sils and Clays Liquid Limit less than 50	Inorganic	PI > 7 and plots on or above "A" line ^J	CL	Lean clay ^{K, L, M}
		Organic	Liquid limit – oven dried < 0.75 Liquid limit – not dried	OL	Organic silt ^{K, L, M, N} Organic silt ^{K, L, M, O}
	Sils and Clays Liquid limit 50 or more	Inorganic	PI plots on or above "A" line	CH	Fat clay ^{K, L, M}
			PI plots below "A" line	MH	Elastic silt ^{K, L, M}
		Organic	Liquid limit – oven dried < 0.75 Liquid limit – not dried	OH	Organic clay ^{K, L, M, P} Organic silt ^{K, L, M, Q}
Highly Organic Soils	Primarily organic matter, dark in color, and organic odor			PT	Peat

- ^A Based on the material passing the 3" (75 mm) sieve.
^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.
^C Gravels with 5 to 12% fines require dual symbols
 GW-GM well-graded gravel with silt
 GW-GC well-graded gravel with clay
 GP-GM poorly graded gravel with silt
 GP-GC poorly graded gravel with clay
^D Sands with 5 to 12% fines require dual symbols.
 SW-SC well-graded sand with clay
 SP-SM poorly graded sand with silt
 SP-SC poorly graded sand with clay
^E $C_u = D_{60} / D_{10}$
 $C_c = (D_{30})^2 / (D_{10} \times D_{60})$
 If soil contains $\geq 15\%$ sand, add "with sand" to group name.
^F If fines classify as CL-ML, use dual symbol GC-GM or SC-SM.
^H If fines are organic, add "with organic fines" to group name.
^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.
^J If Atterberg limits plot in hatched area, soil is a CL-ML, silty clay.
^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel", whichever is predominant.
^L If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.
^M If soil contains $\geq 30\%$ plus No. 200 predominantly gravel, add "gravelly" to group name.
^N PI ≥ 4 and plots on or above "A" line.
^O PI < 4 or plots below "A" line.
^P PI plots on or above "A" line.
^Q PI plots below "A" line.

Particle Size Identification

Boulders over 12"
 Cobbles 3" to 12"
 Gravel
 coarse 3/4" to 3"
 fine No. 4 to 3/4"
 Sand
 coarse No. 4 to No. 10
 medium No. 10 to No. 40
 fine No. 40 to No. 200
 Silt No. 200 to .005 mm
 Clay less than .005 mm

Relative Density of Cohesionless Soils

very loose 0 to 4 BPF
 loose 5 to 10 BPF
 medium dense 11 to 30 BPF
 dense 31 to 50 BPF
 very dense over 50 BPF

Consistency of Cohesive Soils

very soft 0 to 1 BPF
 soft 2 to 3 BPF
 rather soft 4 to 5 BPF
 medium 6 to 8 BPF
 rather stiff 9 to 12 BPF
 stiff 13 to 16 BPF
 very stiff 17 to 30 BPF
 hard over 30 BPF

Moisture Content (MC) Description

rather dry MC less than 5%, absence of moisture, dusty
 moist MC below optimum, but no visible water
 wet Soil is over optimum MC
 waterbearing Granular, cohesionless or low plasticity soil with free water, typically near or below groundwater table
 very wet Cohesive soil well over OMC, typically near or below groundwater table

Drilling Notes

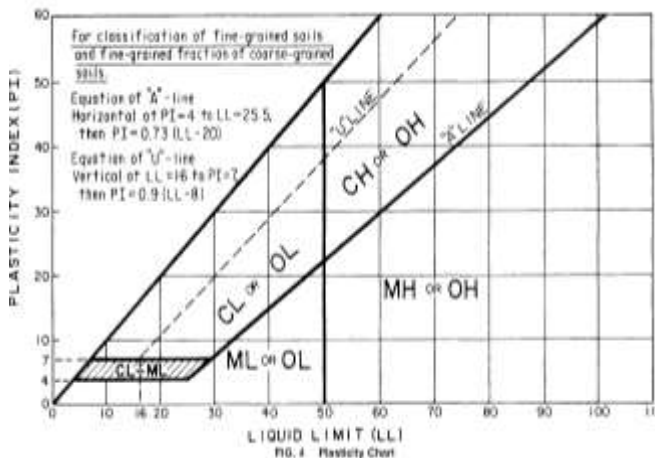
Standard penetration test borings were advanced by 3/4" or 4/4" ID hollow-stem augers, unless noted otherwise. Standard penetration test borings are designated by the prefix "ST" (split tube). Hand auger borings were advanced manually with a 2 to 3" diameter auger to the depths indicated. Hand auger borings are indicated by the prefix "HA."

Sampling. All samples were taken with the standard 2" OD split-tube sampler, except where noted. TW indicates thin-walled tube sample. CS indicates California tube sample. BS indicates bulk sample.

BPF. Numbers indicate blows per foot recorded in standard penetration test, also known as "N" value. The sampler was set 6" into undisturbed soil below the hollow-stem auger. Driving resistances were then counted for second and third 6" increments and added to get BPF. Where they differed significantly, they were separated by backslash (/). In very dense/hard strata, the depth driven in 50 blows is indicated.

WH. WH indicates the sampler penetrated soil under weight of hammer and rods alone; driving not required.

Note. All tests were run in general accordance with applicable ASTM standards.



Laboratory Tests

DD	Dry density, pcf	WD	Wet density, pcf	OC	Organic content, %
LL	Liquid limit	PL	Plastic limit	PI	Plasticity index
P ₂₀₀	% passing 200 sieve	MC	Natural moisture content, %		
MDD	Maximum dry density (Proctor), pcf	OMC	Optimum moisture content (Proctor), %		
qu	Unconfined compressive strength, psf	UCS	Unconfined compressive strength, psi		
qp	Pocket penetrometer strength, tsf				



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LOG OF BORING

PROJECT: 23-4360G GEOTECHNICAL EVALUATION Metra Park Improvements Billings, Montana				BORING: ST-22			
				LOCATION: See Attached Sketch			
DRILLED BY: E. Hollibaugh		METHOD: CME 75HT, Automatic		DATE: 11/22/23		SCALE: 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3105.8	0.0						
			FILL: Silty Clayey Sand, slightly plastic, fine- to coarse-grained, few organics, trace salts, olive brown, moist, loose.	9	12.1		LL=23, PL=17, PI=6, P ₂₀₀ =40.9%
				5/10	9.2		Mulch like appearance
3100.3	5.5			8	18.9		6.7% organics
			END OF BORING				
			Groundwater not encountered.				
			Water not observed to dry cave-in depth of 1.8' immediately after withdrawal of auger.				
			Boring then backfilled.				

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 1/15/24



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LOG OF BORING

PROJECT: 23-4360G GEOTECHNICAL EVALUATION Metra Park Improvements Billings, Montana	BORING: ST-23
	LOCATION: See Attached Sketch

DRILLED BY: E. Hollibaugh	METHOD: CME 75HT, Automatic	DATE: 11/22/23	SCALE: 1" = 3'
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Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3106.1	0.0						
3105.8	0.3		Asphalt: (3") Base Course: Silty Gravel with Sand.				
3104.1	2.0		FILL: Sandy Lean Clay, low plasticity, gray, moist, medium to rather stiff.	34	5.8		
				9	13.0	4	LL=31, PL=15, PI=16, P ₂₀₀ =62.2%
3100.6	5.5		END OF BORING	8	18.5	2	
			Groundwater not encountered				
			Water not observed to dry cave-in depth of 1.3' immediately after withdrawal of auger.				
			Boring then backfilled.				

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 1/15/24



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LOG OF BORING

PROJECT: 23-4360G GEOTECHNICAL EVALUATION Metra Park Improvements Billings, Montana	BORING: ST-24
	LOCATION: See Attached Sketch

DRILLED BY: E. Hollibaugh	METHOD: CME 75HT, Automatic	DATE: 11/22/23	SCALE: 1" = 3'
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Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3103.6	0.0						
			FILL: Silty Clayey Sand, slightly plastic, fine- to coarse-grained, trace gravel and wood, olive brown, moist, loose to medium dense.	3/9	20.6		
				13	9.0		
3099.6	4.0						
		CL	SANDY LEAN CLAY, low plasticity, olive brown, moist, rather soft. (Alluvium)	4	22.8		
3098.1	5.5		END OF BORING				
			Groundwater not encountered				
			Boring then backfilled.				

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 1/15/24



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LOG OF BORING

PROJECT: 23-4360G GEOTECHNICAL EVALUATION Metra Park Improvements Billings, Montana	BORING: ST-25
	LOCATION: See Attached Sketch

DRILLED BY: E. Hollibaugh	METHOD: CME 75HT, Automatic	DATE: 11/21/23	SCALE: 1" = 3'
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Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3105.5	0.0						
3105.3	0.2		Asphalt: (2 3/4")				
			Base Course: Silty Gravel with Sand, fine- to coarse-grained, brown, moist. medium dense.	16	4.3		
3103.5	2.0		FILL: Silty Sand, fine- to coarse-grained, few organics, trace gravel, dark gray to black, moist, loose.	8	35.9		Mulch like appearance
3101.5	4.0		SILTY CLAYEY SAND, slightly plastic, fine- to medium-grained, olive brown, moist, very loose.				
3100.0	5.5	SC	(Alluvium)	4	14.2		
			END OF BORING				
			Groundwater not encountered.				
			Water not observed to dry cave-in depth of 1.3' immediately after withdrawal of auger.				
			Boring then backfilled.				

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 1/15/24



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LOG OF BORING

PROJECT: 23-4360G GEOTECHNICAL EVALUATION Metra Park Improvements Billings, Montana				BORING: ST-26					
DRILLED BY: E. Hollibaugh				METHOD: CME 75HT, Automatic		DATE: 11/21/23		SCALE: 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks		
3107.1	0.0								
3106.7	0.4		Asphalt: (4¾")						
3106.2	0.9		Base Course: Silty Sand with Gravel						
3105.1	2.0		Subbase Course: Clayey Gravel with Sand, fine- to coarse-grained, brown, moist, medium dense.	13	4.5				
			FILL: Lean Clay with Sand, low to medium plasticity, brown, moist, rather stiff.	9	15.1		LL=33, PL=17, PI=16, P ₂₀₀ =74.0%		
3101.6	5.5		END OF BORING	10	17.1				
			Groundwater not encountered.						
			Water not observed to dry cave-in depth of 1.8' immediately after withdrawal of auger.						
			Boring then backfilled.						

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 1/15/24



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LOG OF BORING

PROJECT: 23-4360G GEOTECHNICAL EVALUATION Metra Park Improvements Billings, Montana				BORING: ST-27			
				LOCATION: See Attached Sketch			
DRILLED BY: E. Hollibaugh		METHOD: CME 75HT, Automatic		DATE: 11/21/23		SCALE: 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3105.1	0.0		FILL: Lean Clay with Sand, medium plasticity, brown, moist, rather stiff to medium.	11	12.4		
				7	16.8	4	LL=41, PL=19, PI=22, P ₂₀₀ =80.8%
3101.1	4.0	CL	LEAN CLAY with SAND, medium plasticity, some salts, brown, moist, rather soft. (Alluvium)	4	29.1	1	
3099.6	5.5		END OF BORING				
Groundwater not encountered.							
Water not observed to dry cave-in depth of 7.0' immediately after withdrawal of auger.							
Boring then backfilled.							

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 1/15/24



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LOG OF BORING

PROJECT: 23-4360G GEOTECHNICAL EVALUATION Metra Park Improvements Billings, Montana	BORING: ST-28
	LOCATION: See Attached Sketch

DRILLED BY: E. Hollibaugh	METHOD: CME 75HT, Automatic	DATE: 11/21/23	SCALE: 1" = 3'
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Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3101.8	0.0						
			FILL: Clayey Sand with Gravel, slightly plastic, fine- to coarse-grained, trace salts, brown, moist, medium dense.	15	8.9		
3098.3	3.5		FILL: Poorly Graded Gravel with Sand, fine- to coarse-grained, brown, moist, medium dense.	15	17.7	4½	
3096.3	5.5		END OF BORING	26	4.5		
			Groundwater not encountered.				
			Water not observed to dry cave-in depth of 1.8' immediately after withdrawal of auger.				
			Boring then backfilled.				

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 1/15/24



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LOG OF BORING

PROJECT: 23-4360G GEOTECHNICAL EVALUATION Metra Park Improvements Billings, Montana				BORING: ST-29			
				LOCATION: See Attached Sketch			
DRILLED BY: E. Hollibaugh		METHOD: CME 75HT, Automatic		DATE: 11/22/23		SCALE: 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3098.6	0.0		FILL: Silty Sand, slightly plastic, fine- to coarse-grained, trace gravel, lenses of clay, olive brown, moist, loose to very loose.	9	8.3		
				4	9.1		
3094.6	4.0						
		SC SM	SILTY CLAYEY SAND, slightly plastic, fine- to medium-grained, gray to olive brown mottled rust, moist, very loose. (Alluvium)	3	26.4		
3093.1	5.5		END OF BORING				
Groundwater not encountered.							
Water not observed to dry cave-in depth of 2.9' immediately after withdrawal of auger.							
Boring then backfilled.							

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 1/15/24



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LOG OF BORING

PROJECT: 23-4360G GEOTECHNICAL EVALUATION Metra Park Improvements Billings, Montana	BORING: ST-30
	LOCATION: See Attached Sketch

DRILLED BY: E. Hollibaugh	METHOD: CME 75HT, Automatic	DATE: 11/20/23	SCALE: 1" = 3'
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Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3103.7	0.0						
			FILL: Lean Clay, low to medium plasticity, some sand, brown, moist, stiff.	13		4+	
				11		2 3/4	LL=34, PI=16, PI=18, P ₂₀₀ =88.1%
3099.7	4.0						
		CL	LEAN CLAY with SAND, low plasticity, olive brown, moist to wet, rather soft. (Alluvium)	4	17.7	2 1/4	
					29.3		
3096.7	7.0						
		GC	CLAYEY GRAVEL with SAND, fine- to coarse-grained, olive brown, wet to waterbearing, medium dense to dense. (Alluvium)	19	23.2	1 1/4	
				22	7.3		
				31	7.5		
3088.2	15.5		END OF BORING	23	10.8		
			Water observed at a depth of 8.1' with 9' of hollow-stem auger in the ground.				
			Water observed at a depth of 8.7' with 14' of hollow-stem auger in the ground.				
			Water not observed to dry cave-in depth of 7.6' immediately after withdrawal of auger.				
			Boring then backfilled.				

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 1/15/24



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LOG OF BORING

PROJECT: 23-4360G GEOTECHNICAL EVALUATION Metra Park Improvements Billings, Montana	BORING: ST-31
	LOCATION: See Attached Sketch

DRILLED BY: E. Hollibaugh	METHOD: CME 75HT, Automatic	DATE: 11/21/23	SCALE: 1" = 3'
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Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3103.4	0.0						
			FILL: Silty Sand with Gravel, fine- to coarse-grained, olive brown, moist, medium dense to loose.	28	7.2		
3100.9	2.5		FILL: Lean Clay, medium plasticity, few sand, trace salts, gray, moist to waterbearing, medium to stiff.	7	19.1	2	LL=46, PL=19, PI=27, P ₂₀₀ =93.3%
				7	23.5		
				7	23.8		
				15	26.4		
3094.9	8.5		CLAYEY SAND with layers of Sandy Lean Clay, slightly plastic, fine- to coarse-grained, trace organics, dark gray, waterbearing, very loose to loose. (Alluvium)	1/4	36.9	0	
		SC					
3091.9	11.5		CLAYEY GRAVEL with SAND, fine- to coarse-grained, gray, waterbearing, medium dense to dense. (Alluvium)	27	8.0		
		GC					
3087.9	15.5		END OF BORING	46	6.0		
			Water observed at a depth of 8.5' with 11.5 of hollow-stem auger in the ground.				
			Water observed at a depth of 7.4' with 14.0' of hollow-stem auger in the ground.				
			Water not observed to wet cave-in depth of 10.3' immediately after withdrawal of auger.				
			Boring then backfilled.				

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 1/15/24



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LOG OF BORING

PROJECT: 23-4360G GEOTECHNICAL EVALUATION Metra Park Improvements Billings, Montana				BORING: ST-32					
DRILLED BY: E. Hollibaugh				METHOD: CME 75HT, Automatic		DATE: 11/21/23		SCALE: 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks		
3098.7	0.0		FILL: Poorly Graded Gravel with Sand, fine- to coarse-grained, brown, moist, medium dense.	14	10.7				
3096.7	2.0		FILL: Silty Sand, trace gravel, fine- to coarse-grained, trace wood, olive brown, moist, medium dense to loose.	14	12.8				
				6	14.5				
					11.4		1.9% Organics		
3091.2	7.5		SILTY GRAVEL with SAND and COBBLES, fine- to coarse-grained, trace Boulders, olive brown, moist to waterbearing, medium dense to very dense. (Alluvium)	4/12	22.1				
				53	2.2				
		GM			▽				
				43	7.1				
3083.2	15.5		END OF BORING	34	7.5				
			Water observed at a depth of 11.3' with 11.5' of hollow-stem auger in the ground.						
			Water not observed to dry cave-in depth of 5.7' immediately after withdrawal of auger.						
			Boring then backfilled.						

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 11/15/24



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LOG OF BORING

PROJECT: 23-4360G GEOTECHNICAL EVALUATION Metra Park Improvements Billings, Montana	BORING: ST-33
	LOCATION: See Attached Sketch

DRILLED BY: E. Hollibaugh	METHOD: CME 75HT, Automatic	DATE: 11/21/23	SCALE: 1" = 3'
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Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3102.5	0.0						
			FILL: Silty Clayey Sand, slightly plastic, fine- to coarse-grained, some gravel, brown, moist, medium dense to dense.	22			LL=25, PL=18, PI=7, P ₂₀₀ =46.9%
				31	10.4		
3098.5	4.0		FILL: Silty Gravel with Sand, fine- to coarse-grained, some metal pieces, dark brown, moist, loose.	6/3	4.1		
3096.0	6.5		SILTY GRAVEL with SAND and COBBLES, fine- to coarse-grained, trace boulders, dark brown, moist, very dense. (Alluvium)	29/50-5"	3.8		
		GM					
3092.8	9.7		END OF BORING - Auger Refusal	50-2"	1.1		
			Groundwater not encountered.				
			Water not observed to dry cave-in depth of 5.3' immediately after withdrawal of auger.				
			Boring then backfilled.				

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 1/15/24



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LOG OF BORING

PROJECT: 23-4360G GEOTECHNICAL EVALUATION Metra Park Improvements Billings, Montana				BORING: ST-34P					
DRILLED BY: E. Hollibaugh				METHOD: CME 75HT, Automatic		DATE: 11/20/23		SCALE: 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks		
3099.7	0.0		FILL: Silty Clayey Sand, fine- to medium-grained, trace gravel, olive brown, moist to wet, loose.	7	11.2				
				5	12.7				
					17.6				
				10	21.0				
3093.7	6.0		SILTY GRAVEL with SAND and COBBLES, fine- to coarse-grained, trace Boulders, brown, moist to waterbearing, medium dense to very dense. (Alluvium)	66	1.9				
		GM		52	▽4.6				
				29	8.2				
3084.2	15.5		END OF BORING	44	7.5				
			Water observed at a depth of 10.2' with 14' of hollow-stem auger in the ground.						
			Boring completed as a piezometer.						
			Backfilled with sand to 3', bentonite to 2', cuttings to 1', concrete and manhole to ground surface.						

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 11/15/24



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LOG OF BORING

PROJECT: 23-4360G GEOTECHNICAL EVALUATION Metra Park Improvements Billings, Montana	BORING: ST-35
	LOCATION: See Attached Sketch

DRILLED BY: E. Hollibaugh	METHOD: CME 75HT, Automatic	DATE: 11/20/23	SCALE: 1" = 3'
---------------------------	-----------------------------	----------------	----------------

Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3114.0	0.0						
3113.7	0.3		Asphalt: (3")				
3113.2	0.8		Base Course: Poorly Graded Gravel				
3112.0	2.0		FILL: Poorly Graded Gravel with Sand, fine- to coarse-grained, some concrete, brown, moist, medium dense.	14/6		4.4	Possible recycled concrete mixed with Fill.
			FILL: Silty Sand with Gravel, fine- to coarse-grained, some concrete, trace cobbles, olive brown, moist, medium dense to dense.	8/4		9.7	P ₂₀₀ =18.5%
				44		8.9	Metal piece in split-spoon sampler
3108.0	6.0		SILTY SAND with GRAVEL, fine- to coarse-grained, some lenses of Clayey Sand, olive brown, moist, very loose to loose. (Alluvium)	4		19.8	P ₂₀₀ =20.8%
		SM		4		23.6	
				10		11.1	
3100.5	13.5		FAT CLAY with SAND and trace gravel, high plasticity, olive brown, moist, rather soft. (Decomposed Shale)				
		CH		5		20.4	¾
3098.5	15.5		END OF BORING				
			Groundwater not encountered.				
			Water not observed to dry cave-in depth of 6.6' immediately after withdrawal of auger.				
			Boring then backfilled.				

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 1/15/24

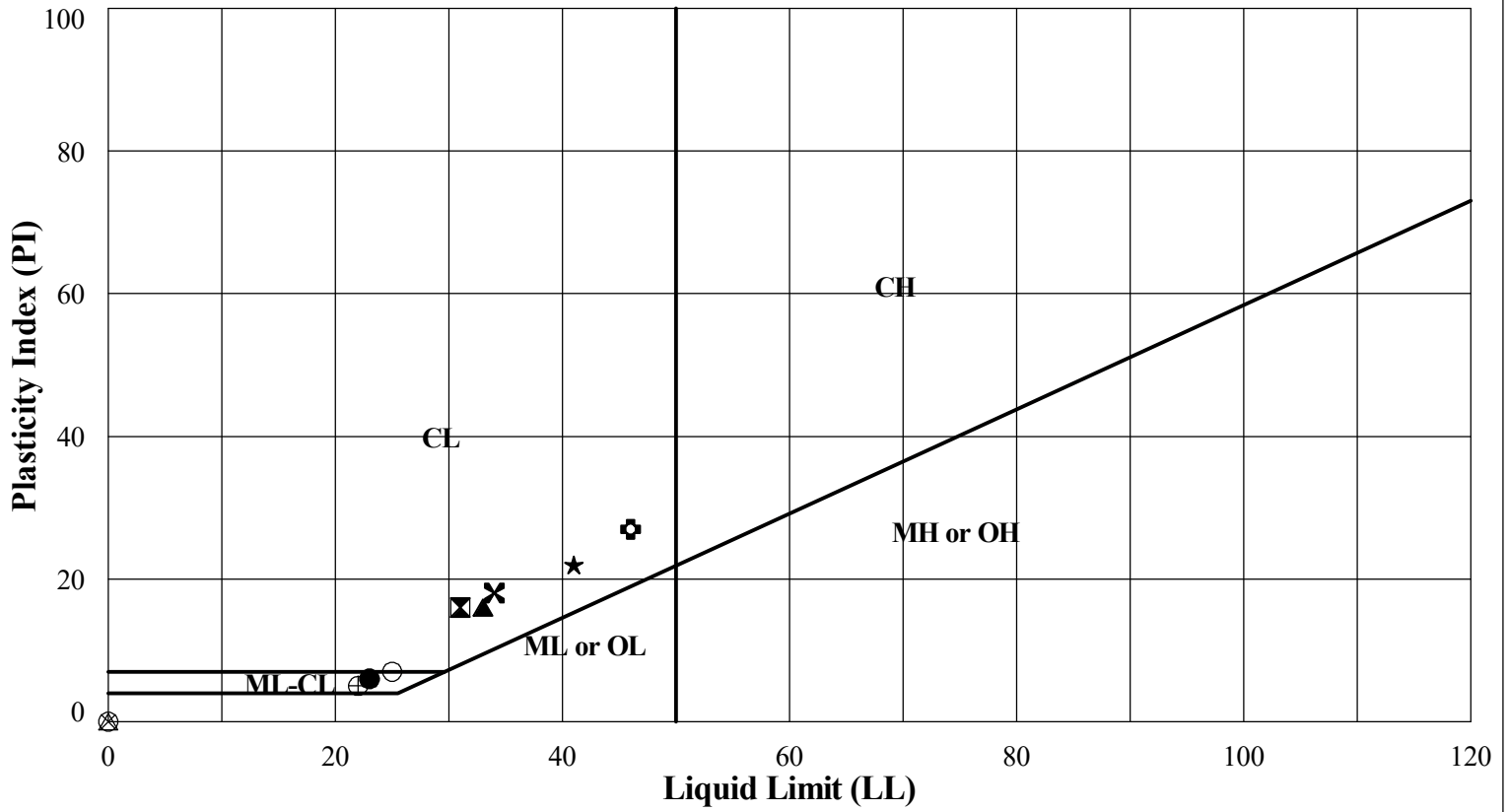


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LOG OF BORING

PROJECT: 23-4360G GEOTECHNICAL EVALUATION Metra Park Improvements Billings, Montana				BORING: ST-36					
DRILLED BY: E. Hollibaugh				METHOD: CME 75HT, Automatic		DATE: 11/20/23		SCALE: 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks		
3107.5	0.0								
3107.2	0.3		Asphalt: (3/4")						
3106.7	0.8		Base Course: Poorly Graded Gravel						
			FILL Silty Gravel with Sand, fine- to coarse-grained, brown, moist, medium dense.	17	6.5				
3105.5	2.0		FILL: Silty Gravel with Sand, fine- to coarse-grained, dark olive brown, moist, medium dense.	24	7.0				
3103.5	4.0		SILTY CLAYEY SAND with GRAVEL, slightly plastic, fine- to coarse-grained, olive brown, moist, medium dense. (Alluvium)	11	14.6				
		SC SM		11	11.5	1 1/4	LL=22, PL=17, Pf=5, P ₂₀₀ =39.4%		
				4	14.0				
3096.5	11.0		SANDY LEAN CLAY, low plasticity, some lenses of Clayey Sand, gray, moist to wet, soft. (Alluvium)	2/1	25.6				
		CL							
3092.0	15.5		END OF BORING	1/2	14.4				
			Water observed at a depth of 14.7 with 14.0' of hollow-stem auger in the ground.						
			Water not observed to dry cave-in depth of 10.2' immediately after withdrawal of auger.						
			Boring then backfilled.						

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 1/15/24



Legend	Boring	Sample No.	Depth	LL	PL	PI	P 200, %	MC	Classification
●	ST-22	Jar #64	1½'-3'	23	17	6	40.9	9.2%	SC-SM
⊠	ST-23	Jar #61	2'-3½'	31	15	16	62.2	13.0%	CL
▲	ST-26	Jar #55	2'-3½'	33	17	16	74.0	15.1%	CL
★	ST-27	Jar #52	1½'-3'	41	19	22	80.8	16.8%	CL
⊗	ST-30	Jar #23	1½'-3'	34	16	18	88.1	19.6%	CL
⊕	ST-31	TW	3'-4'	46	19	27	93.3	23.5%	CL
○	ST-33	Jar #37	1½'-3'	25	18	7	46.9	10.4%	SC-SM
△	ST-35	Jar #9	2'-3½'	NP	NP	NP	18.5	9.7%	SM
⊗	ST-35	Jar #11	6½'-8'	NP	NP	NP	20.8	19.8%	SM
⊕	ST-36	Jar #17	4'-5½'	22	17	5	39.4	14.6%	SC-SM

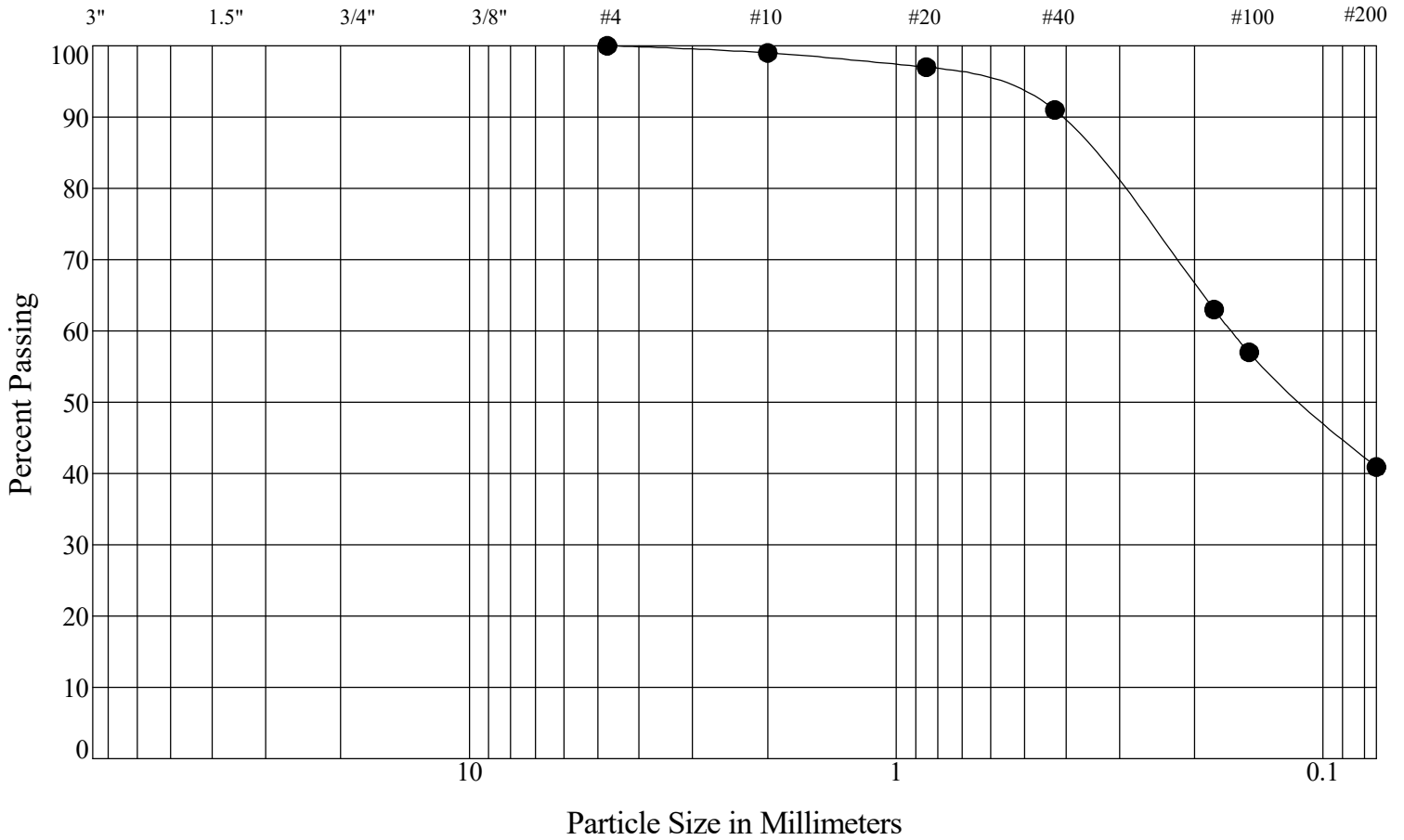


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Atterberg Limits Tests

Project Number: 23-4306G
Metra Park Improvements
Billings, Montana

Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine

Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
				100	99	97	91	63	57	40.9

Sample: ST-22
 Sample No.: Jar #64
 Depth: 1 1/2'-3'

Date Received: 12/8/23

Liquid Limit: 23

Plastic Limit: 17

Plasticity Index: 6

Classification: SC-SM

Moisture Content: 9.2%

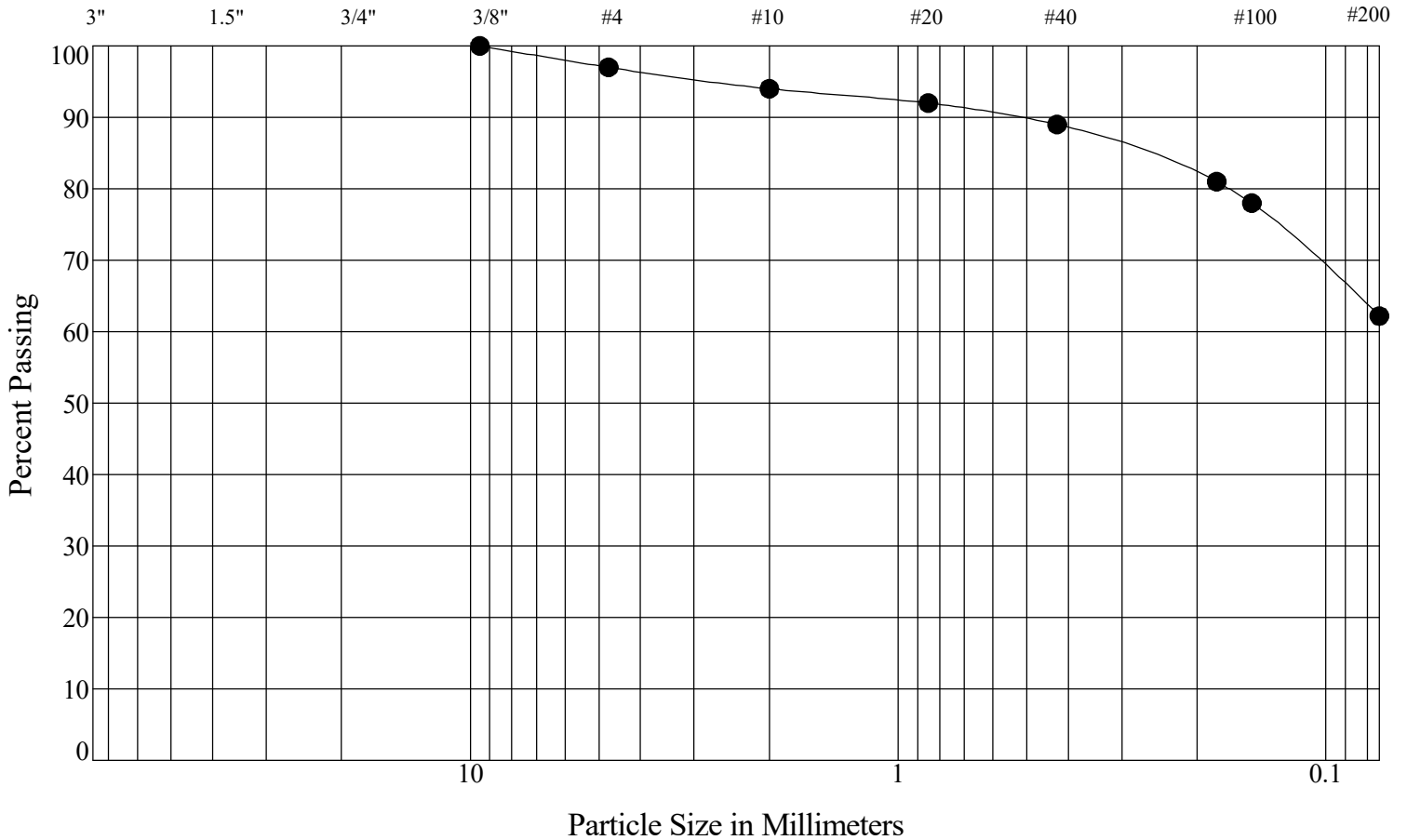
Percent Gravel: 0.0
 Percent Sand: 59.1
 Percent Silt + Clay: 40.9
 ASTM Group Name: SILTY, CLAYEY SAND



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Sieve Analysis
 Project Number: 23-4306G
 Metra Park Improvements
 Billings, Montana

Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine

Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
			100	97	94	92	89	81	78	62.2

Sample:	ST-23	Date Received:	12/8/23	Liquid Limit:	31
Sample No.:	Jar #61			Plastic Limit:	15
Depth:	2'-3 1/2'			Plasticity Index:	16
				Classification:	CL
				Moisture Content:	13.0%

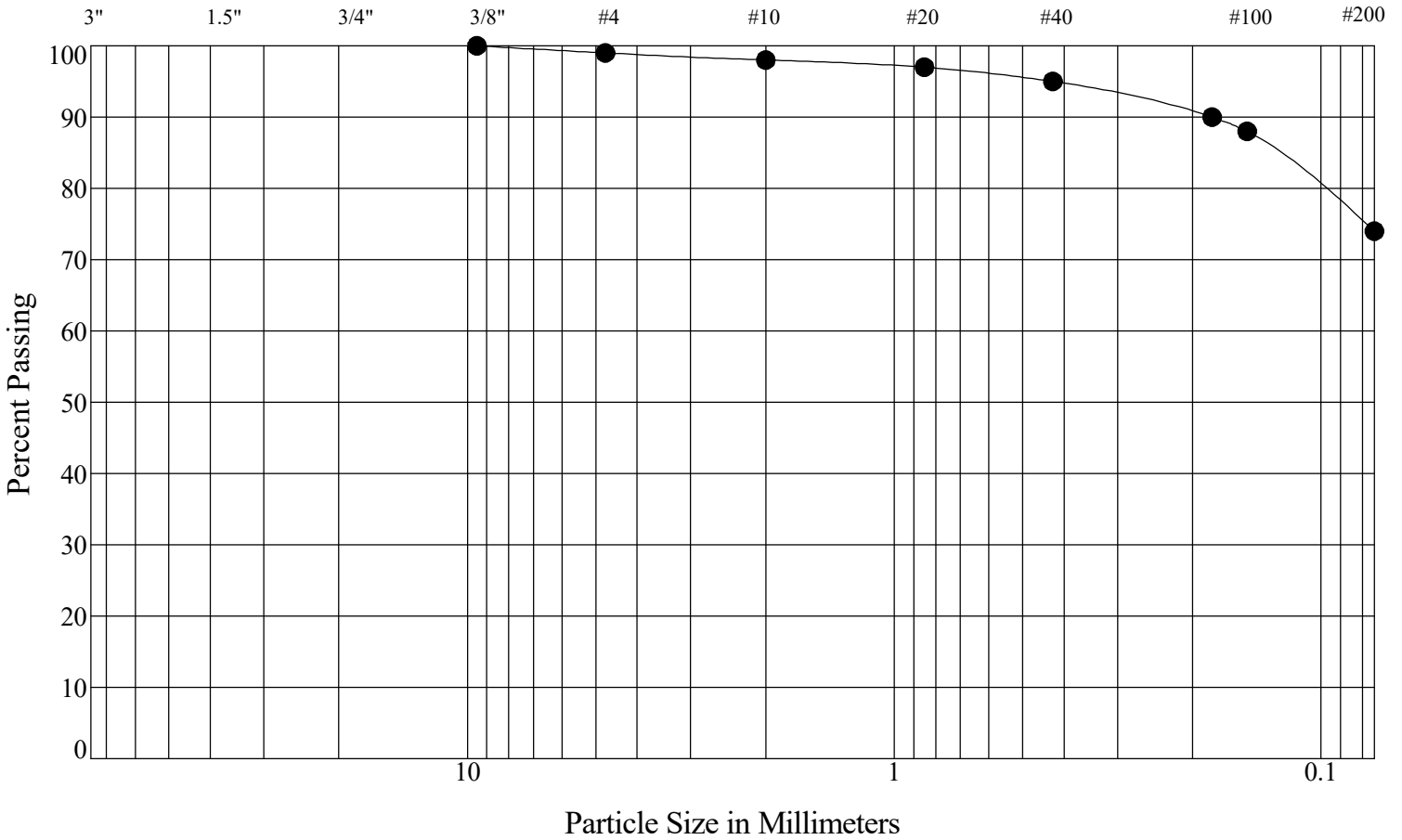
Percent Gravel: 3.0
 Percent Sand: 34.8
 Percent Silt + Clay: 62.2
 ASTM Group Name: SANDY LEAN CLAY



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Sieve Analysis
 Project Number: 23-4306G
 Metra Park Improvements
 Billings, Montana

Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine

Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
			100	99	98	97	95	90	88	74.0

Sample: ST-26
 Sample No.: Jar #55
 Depth: 2'-3 1/2'

Date Received: 12/8/23

Liquid Limit:	33
Plastic Limit:	17
Plasticity Index:	16
Classification:	CL
Moisture Content:	15.1%

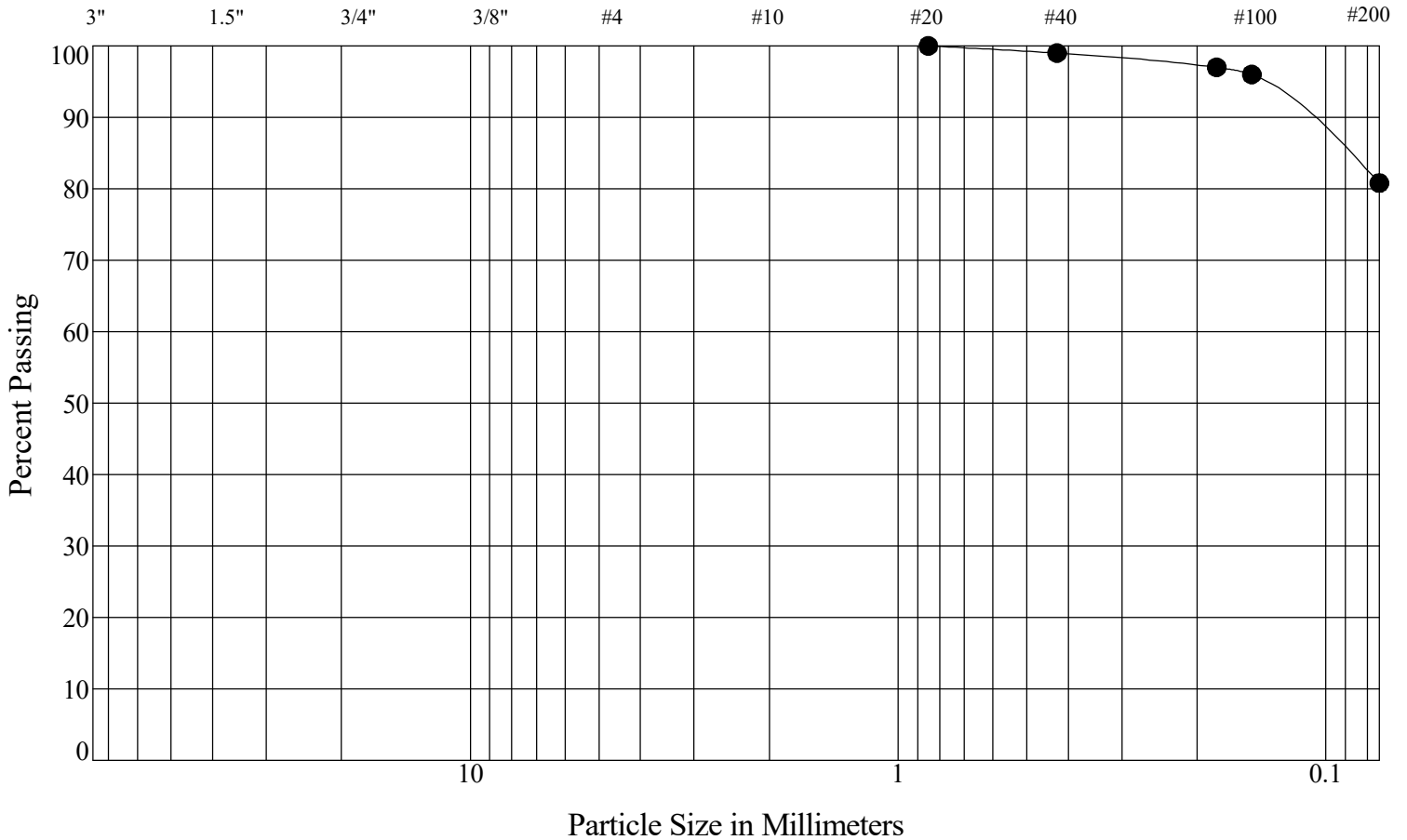
Percent Gravel: 1.0
 Percent Sand: 25.0
 Percent Silt + Clay: 74.0
 ASTM Group Name: LEAN CLAY with SAND



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Sieve Analysis
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 Billings, Montana

Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine

Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
						100	99	97	96	80.8

Sample: ST-27
 Sample No.: Jar #52
 Depth: 1 1/2'-3'

Date Received: 12/8/23

Liquid Limit:	41
Plastic Limit:	19
Plasticity Index:	22
Classification:	CL
Moisture Content:	16.8%

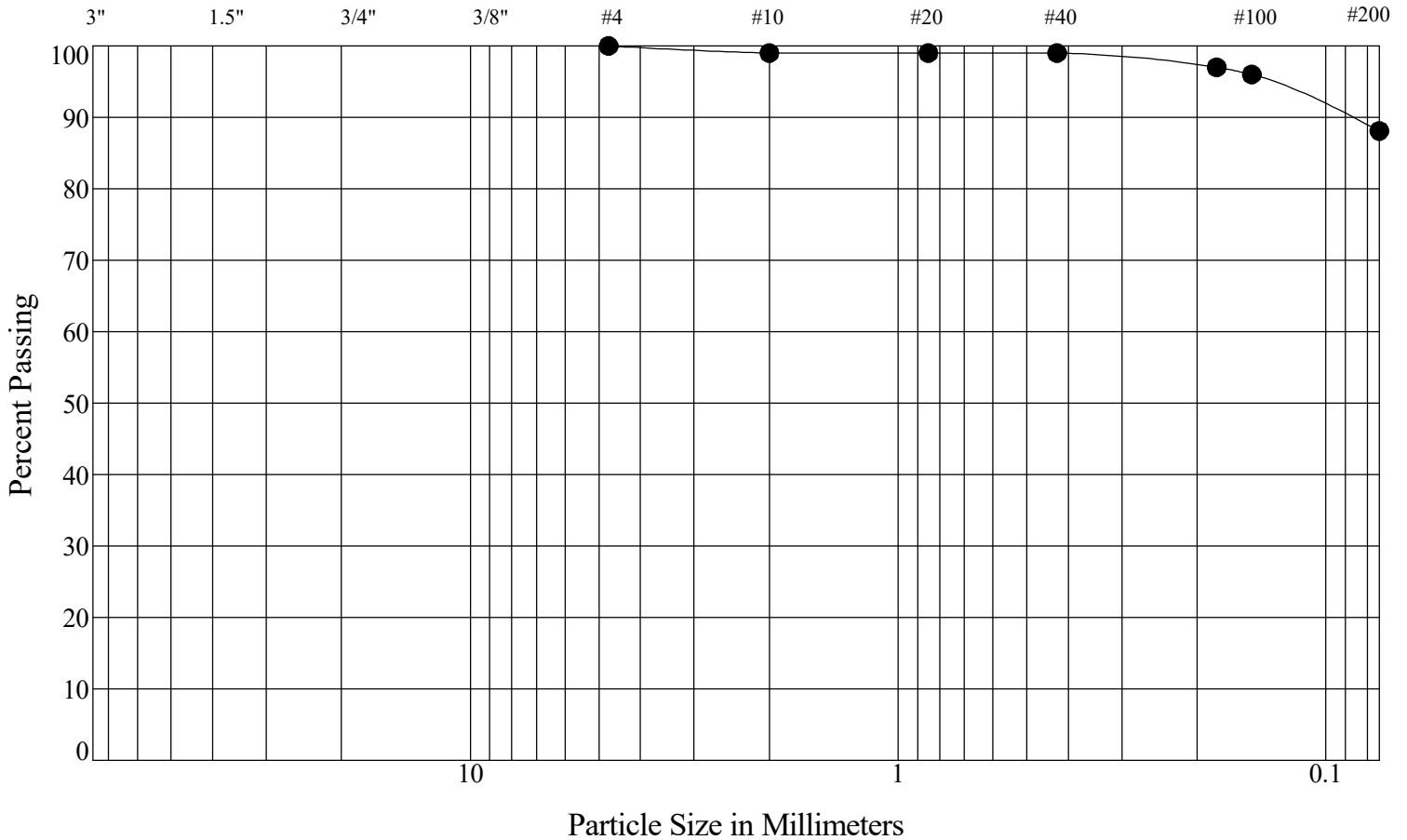
Percent Gravel: 0.0
 Percent Sand: 19.2
 Percent Silt + Clay: 80.8
 ASTM Group Name: LEAN CLAY with SAND



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Sieve Analysis
 Project Number: 23-4306G
 Metra Park Improvements
 Billings, Montana

Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine

Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
				100	99	99	99	97	96	88.1

Sample: ST-30
 Sample No.: Jar #23
 Depth: 1 1/2'-3'

Date Received: 12/8/23

Liquid Limit:	34
Plastic Limit:	16
Plasticity Index:	18
Classification:	CL
Moisture Content:	19.6%

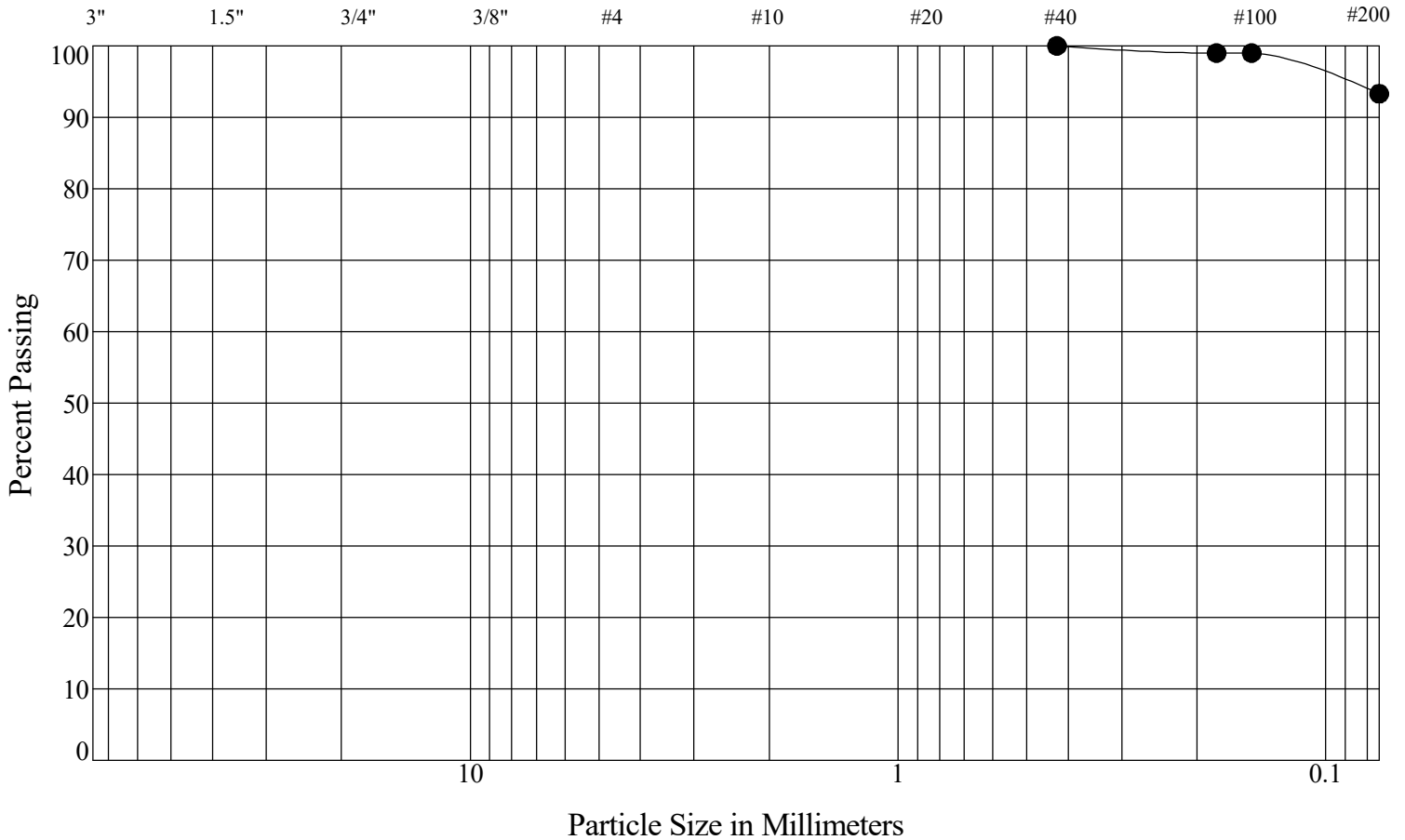
Percent Gravel: 0.0
 Percent Sand: 11.9
 Percent Silt + Clay: 88.1
 ASTM Group Name: LEAN CLAY



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Sieve Analysis
 Project Number: 23-4306G
 Metra Park Improvements
 Billings, Montana

Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine

Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
							100	99	99	93.3

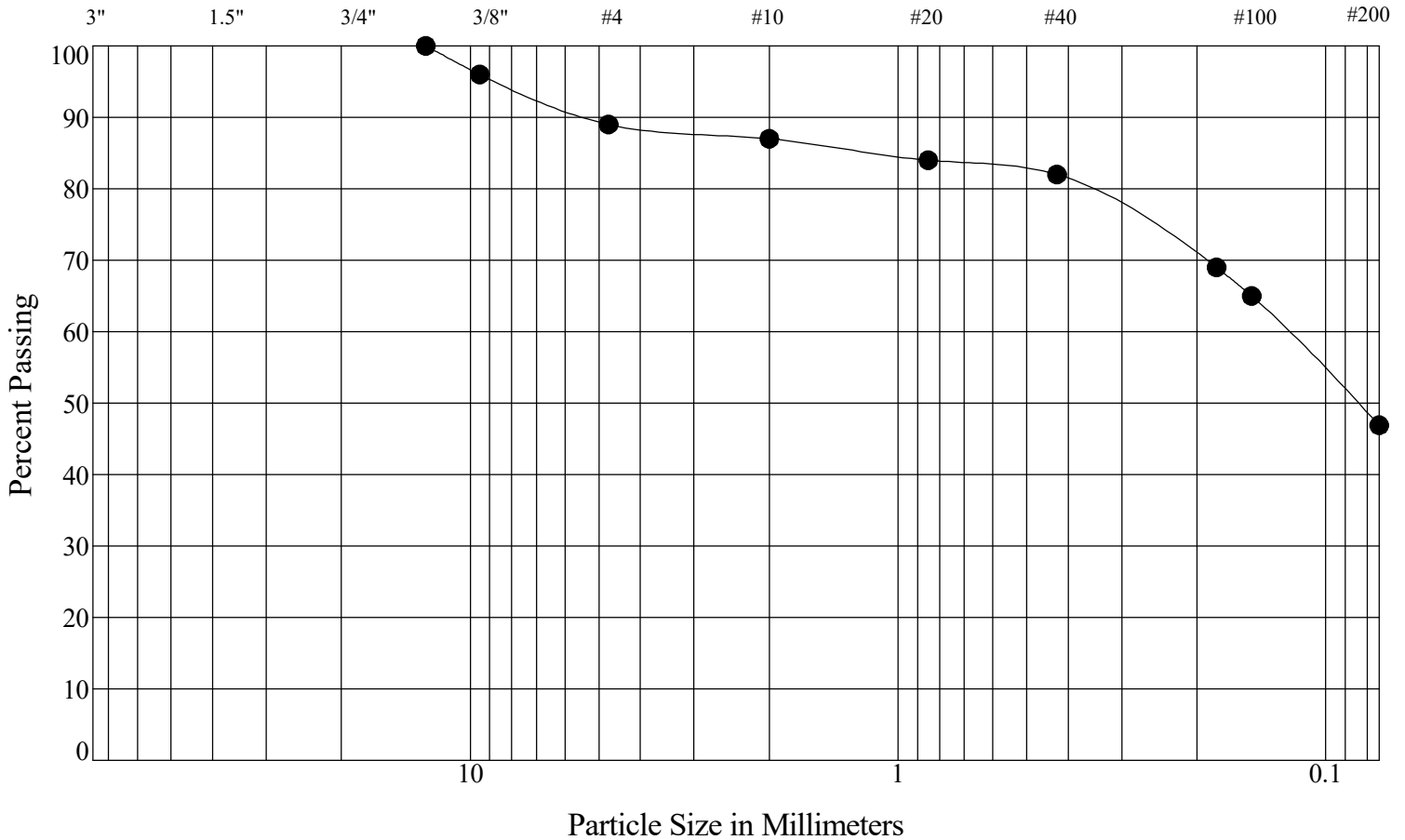
Sample:	ST-31	Date Received:	12/8/23	Liquid Limit:	46
Sample No.:	TW			Plastic Limit:	19
Depth:	3'-4'			Plasticity Index:	27
				Classification:	CL
				Moisture Content:	23.5%
Percent Gravel:	0.0				
Percent Sand:	6.7				
Percent Silt + Clay:	93.3				
ASTM Group Name:	LEAN CLAY				



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Sieve Analysis
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 Billings, Montana

Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine

Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
			96	89	87	84	82	69	65	46.9

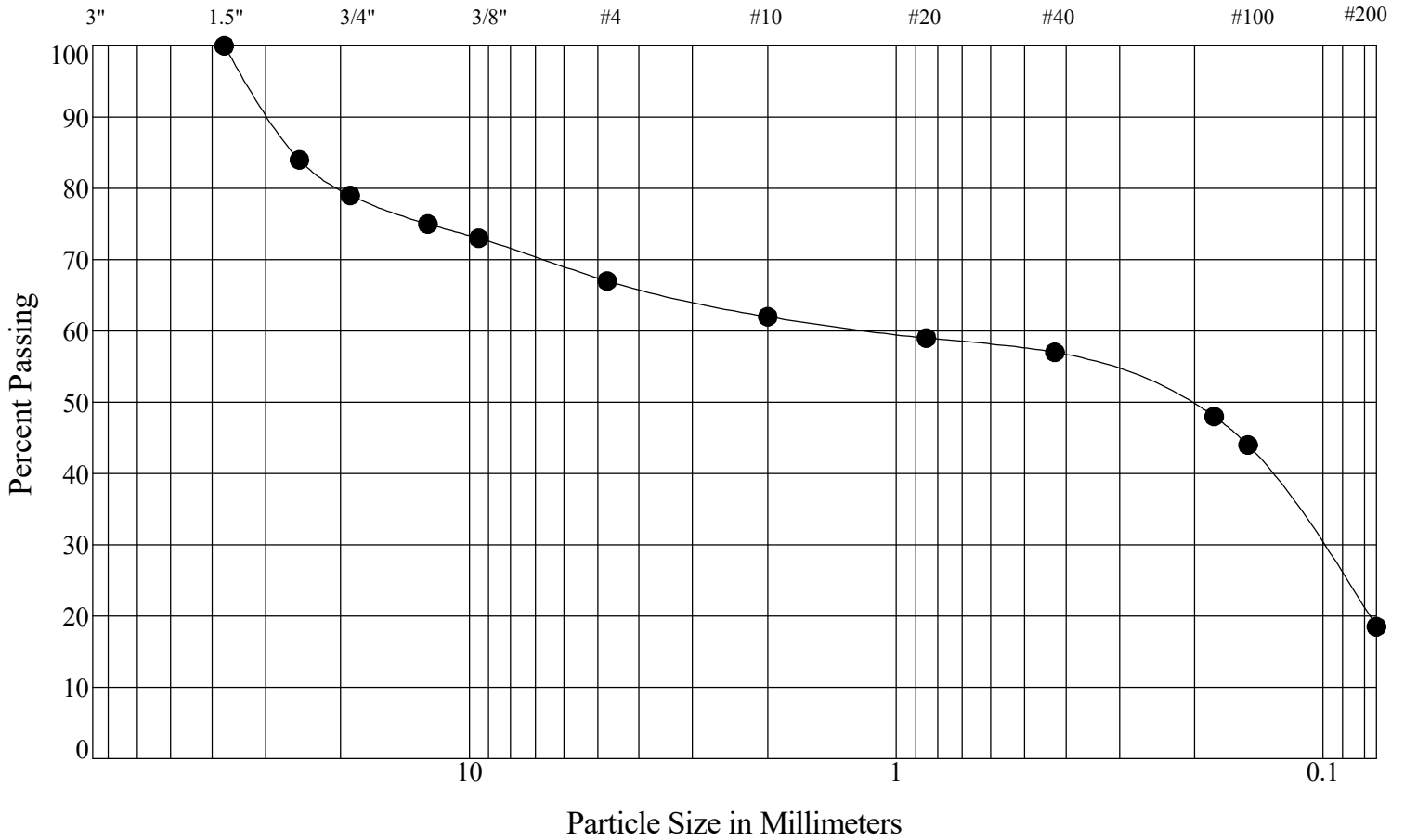
Sample:	ST-33	Date Received:	12/8/23	Liquid Limit:	25
Sample No.:	Jar #37			Plastic Limit:	18
Depth:	1 1/2'-3'			Plasticity Index:	7
				Classification:	SC-SM
				Moisture Content:	10.4%
Percent Gravel:	11.0				
Percent Sand:	42.1				
Percent Silt + Clay:	46.9				
ASTM Group Name:	SILTY, CLAYEY SAND				



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Sieve Analysis
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 Billings, Montana

Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine

Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
		79	73	67	62	59	57	48	44	18.5

Sample:	ST-35	Date Received:	12/8/23	Liquid Limit:	NP
Sample No.:	Jar #9			Plastic Limit:	NP
Depth:	2'-3 1/2'			Plasticity Index:	NP
				Classification:	SM
				Moisture Content:	9.7%

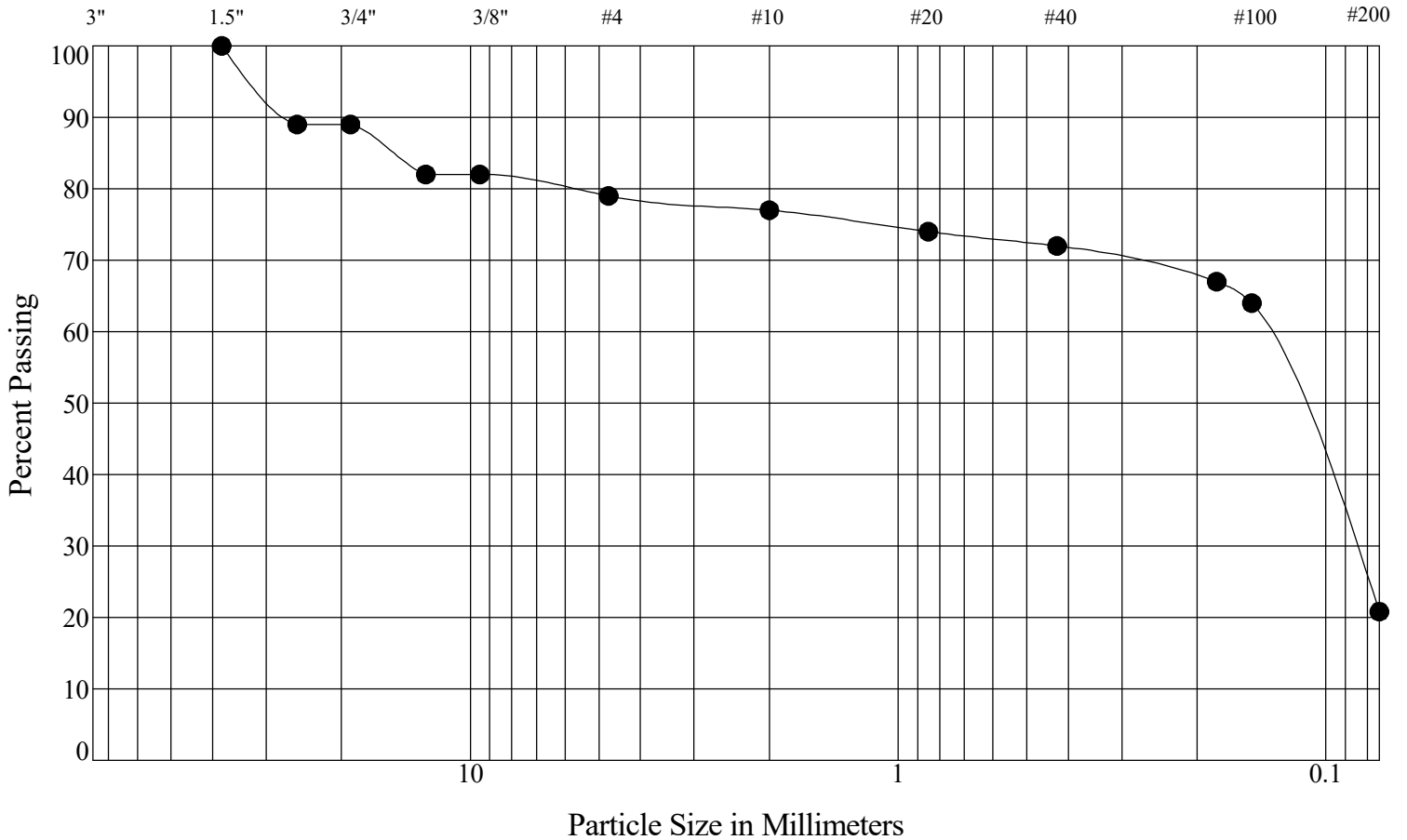
Percent Gravel: 33.0
 Percent Sand: 48.5
 Percent Silt + Clay: 18.5
 ASTM Group Name: SILTY SAND with GRAVEL



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 Billings, Montana

Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine

Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
100	89	82	79	77	74	72	67	64	20.8	

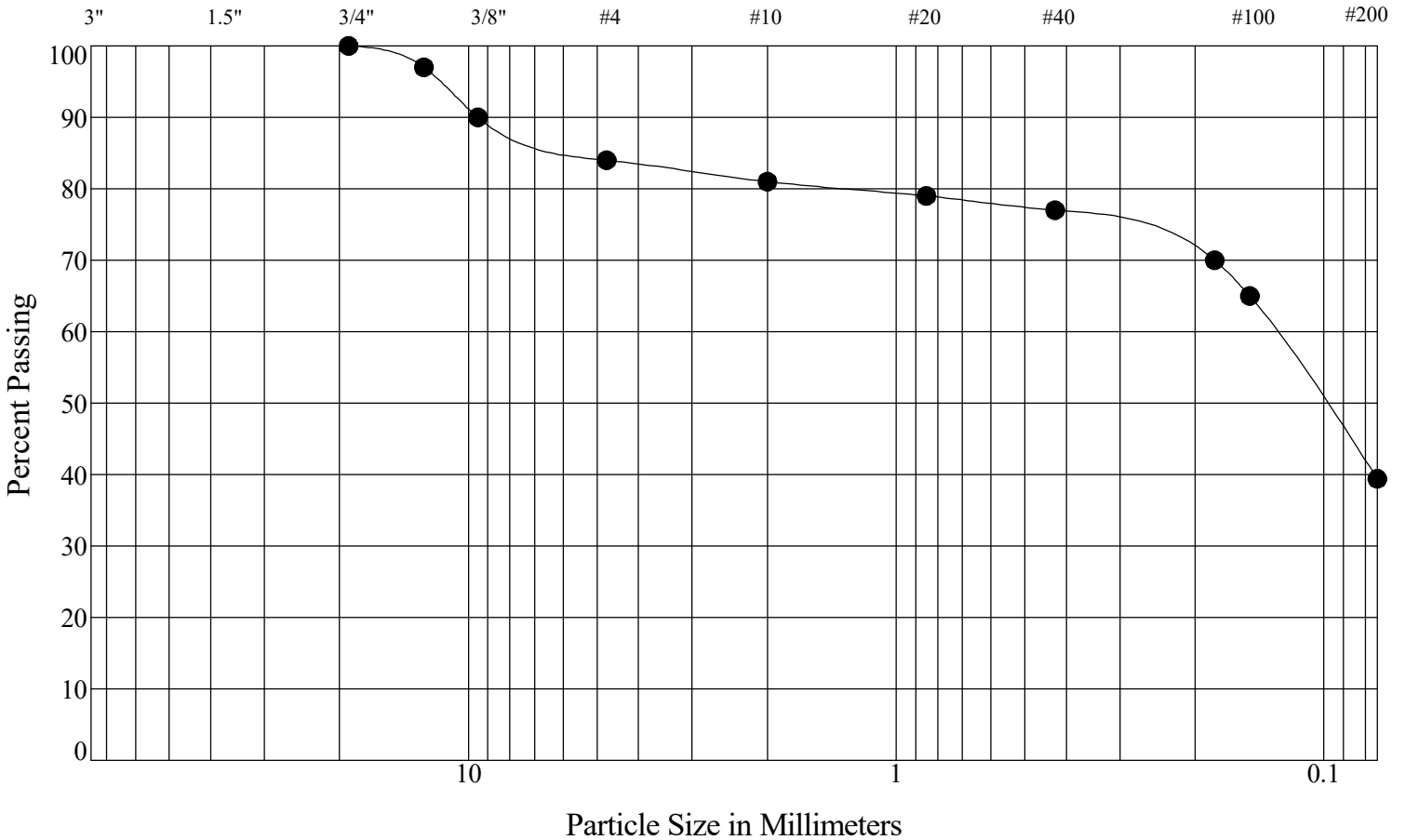
Sample:	ST-35	Date Received:	12/8/23	Liquid Limit:	NP
Sample No.:	Jar #11			Plastic Limit:	NP
Depth:	6 1/2'-8'			Plasticity Index:	NP
Percent Gravel:	21.0			Classification:	SM
Percent Sand:	58.2			Moisture Content:	19.8%
Percent Silt + Clay:	20.8				
ASTM Group Name:	SILTY SAND with GRAVEL				



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 Billings, Montana

Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine

Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
		100	90	84	81	79	77	70	65	39.4

Sample:	ST-36	Date Received:	12/8/23	Liquid Limit:	22
Sample No.:	Jar #17			Plastic Limit:	17
Depth:	4'-5 1/2'			Plasticity Index:	5
				Classification:	SC-SM
				Moisture Content:	14.6%
Percent Gravel:	16.0				
Percent Sand:	44.6				
Percent Silt + Clay:	39.4				
ASTM Group Name:	SILTY, CLAYEY SAND with GRAVEL				



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Corrosivity of Soil

ASTM G162/G187, AASHTO T 88

Date: January 15, 2024

Project: 23-4360G Geotechnical Evaluation
Metra Park Improvements
Billings, Montana

Client: Greg Reid
WWC Engineering
greid@wwcengineering.com

Date sampled: 11/20-11/21/23

Date tested: 12/12-12/13/23

Sampled by: Drill Crew

Tested by: ZN

Boring	Depth (feet)	Resistivity ($\Omega \cdot \text{cm}$) Soil Box	Conductivity (m.mhos/cm) Calculated	pH	Marble pH	Sulfate (wt %)	Sulfide (mg/kg)	Oxid-Reduc (mV)
ST-35	9-10½	3750	0.267	8.11	8.06	0.0048	NT	NT
ST-30	0-1½	475	2.105	7.72	7.68	0.1730	NT	NT
ST-31	3-4	630	1.587	7.80	7.72	0.0644	NT	NT

Remarks: ND = non-detect

NT = not tested

Sulfate result is E300.0 water soluble method from Energy Labs.



Arena Back Lot 1



Arena Back Lot 2



Arena Back Lot 3



Arena Back Lot 4



Arena Back Lot 5



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April 24, 2024

Project 23-4360G

Mr. Greg Reid, PE
WWC Engineering
Via Email: greid@wwc.com

Dear Mr. Reid:

Re: Addendum No. 1, Geotechnical Evaluation, Proposed East Half Metra Park Improvements,
Billings, Montana

We have completed the additional geotechnical work you authorized on March 12, 2024 and are providing this addendum to our Geotechnical Evaluation report dated January 15, 2024. The purpose of the addendum is to provide additional utility recommendations for the proposed water and sewer line improvements in the Metra Park South Expo Lot.

Background

SK Geotechnical performed the utility geotechnical evaluation for the proposed East Half of Metra Park Improvements project and the results are presented in a report dated January 15, 2024. The geotechnical evaluation was performed for WWC Engineering. Borings ST-22 through ST-36 were completed on the site. It was recently decided to extend the water and sewer line improvements into the South Expo Lot. SK Geotechnical was issued a Work Order to perform more borings on March 12, 2024. Additional Borings, ST-37 and ST-38, were performed along the proposed utility alignments in the Metra Park South Expo Lot.

Summary of Results

Additional Borings, ST-37 and ST-38, were performed for the expanded water and sewer lines in Metra Park. Two borings from the original report, Borings ST-25 and ST-26, were within the expanded area, as well. These borings are shown on the attached boring location map. The borings encountered asphalt pavement varying from about 2 3/4 inches to 9 1/2 inches underlain by base course to depths ranging from about 0.9 feet to 2 feet. Boring ST-37 encountered recycled asphalt pavement mixed with base course beneath the pavement section to a depth of 1.1 feet. Fine-grained existing fill was encountered in all the borings to depths ranging from about 2 1/2 to 5 1/2 feet beneath the pavement section. Beneath the fill was alluvial fine-grained soils to depths ranging from about 9 feet to 11 1/2 feet. These fine-grained soils consisted of lean clay and sandy silty clay. Boring ST-25 encountered silty clayey sand to the borings termination depth of 5 1/2 feet. Boring ST-37 encountered alluvial gravels from about 9 feet to the boring's termination depth of 15 1/2 feet and Boring ST-38 encountered alluvial silty sand from about 11 1/2 feet to the boring's termination depth of 15 1/2 feet.

Penetration resistances recorded in the existing fill ranged from 5 to 10 blows per foot (BPF), indicating the clay fill was rather soft to rather stiff and the silty sand fill was loose. Penetration resistances recorded in the alluvial lean clay ranged from 3 to 5 BPF, indicating the clay soils were soft to rather soft. Penetration resistances recorded in the alluvial gravel ranged from 25 to 52 BPF, indicating the gravel was medium dense to very dense. Penetration resistances recorded in the alluvial silty sand ranged from 7 to 8 BPF, indicating the sand was loose.

Groundwater was encountered in Borings ST-37 and ST-38 at depths ranging from about 12 to 13 feet. Borings ST-25 and ST-26 were performed to 5 1/2 feet, indicating groundwater was below these depths. According to the Montana Groundwater Information Center, some existing wells in the Metra Park project area have static water levels ranging from 9 to 11 feet in depth.

Laboratory Tests

The results of the laboratory tests are summarized on the Log of Boring sheets and are presented in the attachments of this addendum.

Moisture content profiles were performed on all the samples obtained from the borings. The moisture content of the fine-grained soils ranged from 13.1 to 35.9 percent and the moisture content in the alluvial sands and gravels ranged from 2.5 to 33.3 percent. The lower moisture content values in the gravels are likely from lost moisture during sampling and are not representative of the actual moisture content within the gravels. The moisture contents across the project were more than 5 percent indicating wet to very wet soils through the whole soil profile.

Classification testing was performed on selected samples from the borings at specific depths. The results are summarized in Table 1 below. The tests indicate the soils consist of primarily low to medium plasticity lean clay with sand, and sandy silty clay. American Society for Testing Materials (ASTM) symbols are CL and CL-ML.

Table 1. Summary of Laboratory Tests.

Boring	Depth (feet)	Atterberg Limits			P ₂₀₀ (%)	ASTM Symbol
		LL	PL	PI		
ST-26	2 – 3 1/2	33	17	16	74.0	CL
ST-37	6 1/2 – 8	27	20	7	59.9	CL-ML
ST-38	6 1/2 – 8	43	14	29	93.9	CL

Analysis and Recommendations

Proposed Construction. Yellowstone County is working to improve the Metra Park South Expo Lot by adding new water and sewer utility lines and improving pavement in numerous lots and driveways. The

new utility lines will be PVC pipe ranging from 6 to 12 inches in diameter. There will also be new pavement placed along the full width of the roadways with utility improvements. The pavement needs to match existing grade, but can be modified for depth of base course and asphalt pavement. If the information indicated is incorrect, we should be informed. Additional analysis and recommendations may be necessary.

Utilities. For new water and sewer lines in the Metra South Expo Lot, it is our opinion the geotechnical recommendations in the January 15, 2024. Geotechnical report can be followed. The same varying existing fill was encountered and Type 2 bedding will be needed across at least 50-60% of the project limits. For Type 2 bedding, 18-inches should be used and well-graded Type 1 and Type 2 material is recommended, but open-graded Type 1 and Type 2 can be used if wrapped in a fabric. Dewatering equipment should be on-site and available to lower groundwater in deeper trenches if groundwater is encountered. The actual method of dewatering will need to be determined by the contractor based on their available equipment and experience.

Pavement. For pavement sections, follow the recommendations provided in the geotechnical report dated January 15, 2024. The same pavement sections can be used for the South Expo Lot based on type of vehicles that are anticipated.

General

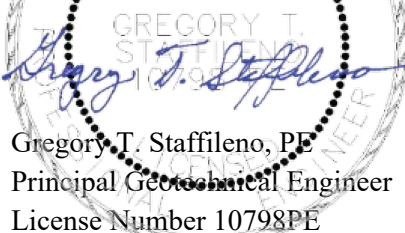
Refer to our Geotechnical Evaluation report dated January 15, 2024 for detailed results of our previous fieldwork, engineering analyses, recommendations, and limitations.

We appreciate the opportunity to provide these services. If you have any questions regarding this addendum or require our services during the construction phased of this project, please contact Greg Staffileno at (406) 652-3930.

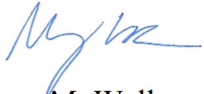
Sincerely,

Professional Certification

I hereby certify that this report was prepared under my direct Supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Montana.



Gregory T. Staffileno, PE
Principal Geotechnical Engineer
License Number 10798PE



Jaye M. Wells
Geologist

Attachments:

Boring Location Sketch

Descriptive Terminology

Log of Boring Sheets – ST-25, ST-26, ST-37, ST-38

Atterberg Limit Tests

Sieve Analysis (3)



Google Earth

300 ft

Legend
 ● Soil Boring



BORING LOCATION SKETCH
Metra Park Improvements
South Expo Lot
Billings, Montana

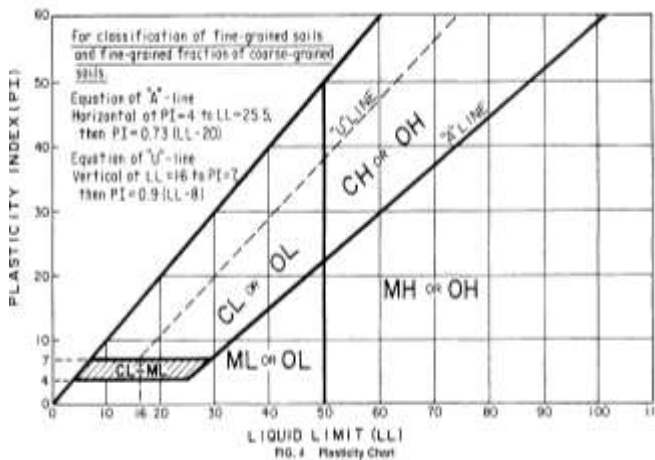
Drawn by:	SKGeo/Google Earth	Date	4/15/2024
Project:	23-4360G		
Scale:	On image		FIGURE
Sheet	1	of	1
			1



Standard D 2487 Classification of Soils for Engineering Purposes (Unified Soil Classification System)

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification	
				Group Symbol	Group Name ^B
Coarse-Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines ^C	$C_u \geq 4$ and $1 \leq C_c \leq 3$ ^E	GW	Well graded gravel ^F
		Gravels with Fines More than 12% fines ^C	$C_u < 4$ and/or $1 > C_c > 3$ ^E	GP	Poorly graded gravel ^F
			Fines classify as ML or MH	GM	Silty gravel ^{F, G, H}
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines ^D	$C_u \geq 6$ and $1 \leq C_c \leq 3$ ^E	SW	Well graded sand ^I
		Sands with Fines More than 12% fines ^D	$C_u < 6$ and/or $1 > C_c > 3$ ^E	SP	Poorly graded sand ^I
			Fines classify as CL or CH	SC	Clayey sand ^{G, H, I}
Fine-Grained Soils 50% or more passes the No. 200 sieve	Sils and Clays Liquid Limit less than 50	Inorganic	PI > 7 and plots on or above "A" line ^J	CL	Lean clay ^{K, L, M}
		Organic	Liquid limit – oven dried < 0.75 Liquid limit – not dried	OL	Organic silt ^{K, L, M, N} Organic silt ^{K, L, M, O}
	Sils and Clays Liquid limit 50 or more	Inorganic	PI plots on or above "A" line	CH	Fat clay ^{K, L, M}
		Organic	PI plots below "A" line	MH	Elastic silt ^{K, L, M, P}
			Liquid limit – oven dried < 0.75	OH	Organic clay ^{K, L, M, P}
			Liquid limit – not dried		Organic silt ^{K, L, M, Q}
Highly Organic Soils	Primarily organic matter, dark in color, and organic odor			PT	Peat

- ^A Based on the material passing the 3" (75 mm) sieve.
^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.
^C Gravels with 5 to 12% fines require dual symbols
 GW-GM well-graded gravel with silt
 GW-GC well-graded gravel with clay
 GP-GM poorly graded gravel with silt
 GP-GC poorly graded gravel with clay
^D Sands with 5 to 12% fines require dual symbols.
 SW-SC well-graded sand with clay
 SP-SM poorly graded sand with silt
 SP-SC poorly graded sand with clay
^E $C_u = D_{60} / D_{10}$
 $C_c = (D_{30})^2 / (D_{10} \times D_{60})$
 If soil contains $\geq 15\%$ sand, add "with sand" to group name.
^F If fines classify as CL-ML, use dual symbol GC-GM or SC-SM.
^H If fines are organic, add "with organic fines" to group name.
^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.
^J If Atterberg limits plot in hatched area, soil is a CL-ML, silty clay.
^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel", whichever is predominant.
^L If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.
^M If soil contains $\geq 30\%$ plus No. 200 predominantly gravel, add "gravelly" to group name.
^N PI ≥ 4 and plots on or above "A" line.
^O PI < 4 or plots below "A" line.
^P PI plots on or above "A" line.
^Q PI plots below "A" line.



Laboratory Tests

DD	Dry density, pcf	WD	Wet density, pcf	OC	Organic content, %
LL	Liquid limit	PL	Plastic limit	PI	Plasticity index
P ₂₀₀	% passing 200 sieve	MC	Natural moisture content, %		
MDD	Maximum dry density (Proctor), pcf	OMC	Optimum moisture content (Proctor), %		
qu	Unconfined compressive strength, psf	UCS	Unconfined compressive strength, psi		
qp	Pocket penetrometer strength, tsf				

Particle Size Identification

Boulders over 12"
 Cobbles 3" to 12"
 Gravel
 coarse 3/4" to 3"
 fine No. 4 to 3/4"

Sand
 coarse No. 4 to No. 10
 medium No. 10 to No. 40
 fine No. 40 to No. 200
 Silt No. 200 to .005 mm
 Clay less than .005 mm

Relative Density of Cohesionless Soils

very loose 0 to 4 BPF
 loose 5 to 10 BPF
 medium dense 11 to 30 BPF
 dense 31 to 50 BPF
 very dense over 50 BPF

Consistency of Cohesive Soils

very soft 0 to 1 BPF
 soft 2 to 3 BPF
 rather soft 4 to 5 BPF
 medium 6 to 8 BPF
 rather stiff 9 to 12 BPF
 stiff 13 to 16 BPF
 very stiff 17 to 30 BPF
 hard over 30 BPF

Moisture Content (MC) Description

rather dry MC less than 5%, absence of moisture, dusty
 moist MC below optimum, but no visible water
 wet Soil is over optimum MC
 waterbearing Granular, cohesionless or low plasticity soil with free water, typically near or below groundwater table
 very wet Cohesive soil well over OMC, typically near or below groundwater table

Drilling Notes

Standard penetration test borings were advanced by 3/4" or 4/4" ID hollow-stem augers, unless noted otherwise. Standard penetration test borings are designated by the prefix "ST" (split tube). Hand auger borings were advanced manually with a 2 to 3" diameter auger to the depths indicated. Hand auger borings are indicated by the prefix "HA."

Sampling. All samples were taken with the standard 2" OD split-tube sampler, except where noted. TW indicates thin-walled tube sample. CS indicates California tube sample. BS indicates bulk sample.

BPF. Numbers indicate blows per foot recorded in standard penetration test, also known as "N" value. The sampler was set 6" into undisturbed soil below the hollow-stem auger. Driving resistances were then counted for second and third 6" increments and added to get BPF. Where they differed significantly, they were separated by backslash (/). In very dense/hard strata, the depth driven in 50 blows is indicated.

WH. WH indicates the sampler penetrated soil under weight of hammer and rods alone; driving not required.

Note. All tests were run in general accordance with applicable ASTM standards.



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 Fax: 406.652.3944

LOG OF BORING

PROJECT: 23-4360G GEOTECHNICAL EVALUATION Metra Park Improvements Billings, Montana	BORING: ST-25
	LOCATION: See Attached Sketch

DRILLED BY: E. Hollibaugh	METHOD: CME 75HT, Automatic	DATE: 11/21/23	SCALE: 1" = 3'
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Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3105.5	0.0						
3105.3	0.2		Asphalt: (2 3/4")				
			Base Course: Silty Gravel with Sand, fine- to coarse-grained, brown, moist. medium dense.	16	4.3		
3103.5	2.0		FILL: Silty Sand, fine- to coarse-grained, few organics, trace gravel, dark gray to black, moist, loose.	8	35.9		Mulch like appearance
3101.5	4.0		SILTY CLAYEY SAND, slightly plastic, fine- to medium-grained, olive brown, moist, very loose.	4	14.2		
3100.0	5.5	SC	(Alluvium)				
			END OF BORING				
			Groundwater not encountered.				
			Water not observed to dry cave-in depth of 1.3' immediately after withdrawal of auger.				
			Boring then backfilled.				

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 4/24/24



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LOG OF BORING

PROJECT: 23-4360G GEOTECHNICAL EVALUATION Metra Park Improvements Billings, Montana				BORING: ST-26					
DRILLED BY: E. Hollibaugh				METHOD: CME 75HT, Automatic		DATE: 11/21/23		SCALE: 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks		
3107.1	0.0								
3106.7	0.4		Asphalt: (4 3/4")						
3106.2	0.9		Base Course: Silty Sand with Gravel						
3105.1	2.0		Subbase Course: Clayey Gravel with Sand, fine- to coarse-grained, brown, moist, medium dense.	13	4.5				
			FILL: Lean Clay with Sand, low to medium plasticity, brown, moist, rather stiff.	9	15.1		LL=33, PL=17, PI=16, P ₂₀₀ =74.0%		
3101.6	5.5		END OF BORING	10	17.1				
			Groundwater not encountered.						
			Water not observed to dry cave-in depth of 1.8' immediately after withdrawal of auger.						
			Boring then backfilled.						

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 4/24/24



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LOG OF BORING

PROJECT: 23-4360G GEOTECHNICAL EVALUATION Metra Park Improvements Billings, Montana	BORING: ST-37
	LOCATION: South Expo Water and Sewer Extension, See Attached Sketch

DRILLED BY: E. Hollibaugh	METHOD: CME 75HT, Automatic	DATE: 3/28/24	SCALE: 1" = 3'
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Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3107.8	0.0						
3107.1	0.7		Asphalt Pavement: (8½")				
3107.0	0.8		Base Course: Silty Sand with Gravel, fine- to coarse-grained, brown, moist, loose.				Bulk Bag Sample: (1.0'-2.5')
3106.7	1.1		Fill: Silty Sand with Gravel, fine- to coarse-grained, dark brown, moist, loose. (Recycled Asphalt Pavement)	5	17.8	3½	
3105.5	2.3		Fill: Fat Clay, high plasticity, trace salts, dark brown, moist, rather soft. (Alluvium)	5	20.8		
		CL	LEAN CLAY, medium plasticity, with layers of silty sand, trace organics and salts, brown, moist, rather soft. (Alluvium)	4	21.4	¾	
3100.8	7.0	CL ML	SANDY SILTY CLAY, slightly plasticity, some salts, brown, moist, rather soft. (Alluvium)	4	17.6		LL=27, PL=20, PI=7 P ₂₀₀ = 59.9%
3098.8	9.0		SILTY GRAVEL with SAND, fine- to coarse-grained, brown, moist, medium dense to very dense. (Alluvium)	38	2.5		
		GM		25	4.8		
3092.3	15.5		END OF BORING	52	14.5		
			Water observed at a depth of 12.2' with 14.0' of hollow-stem auger in the ground.				
			Water not observed to dry cave-in depth of 10.0' immediately after withdrawal of auger.				
			Boring then backfilled.				

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 4/24/24



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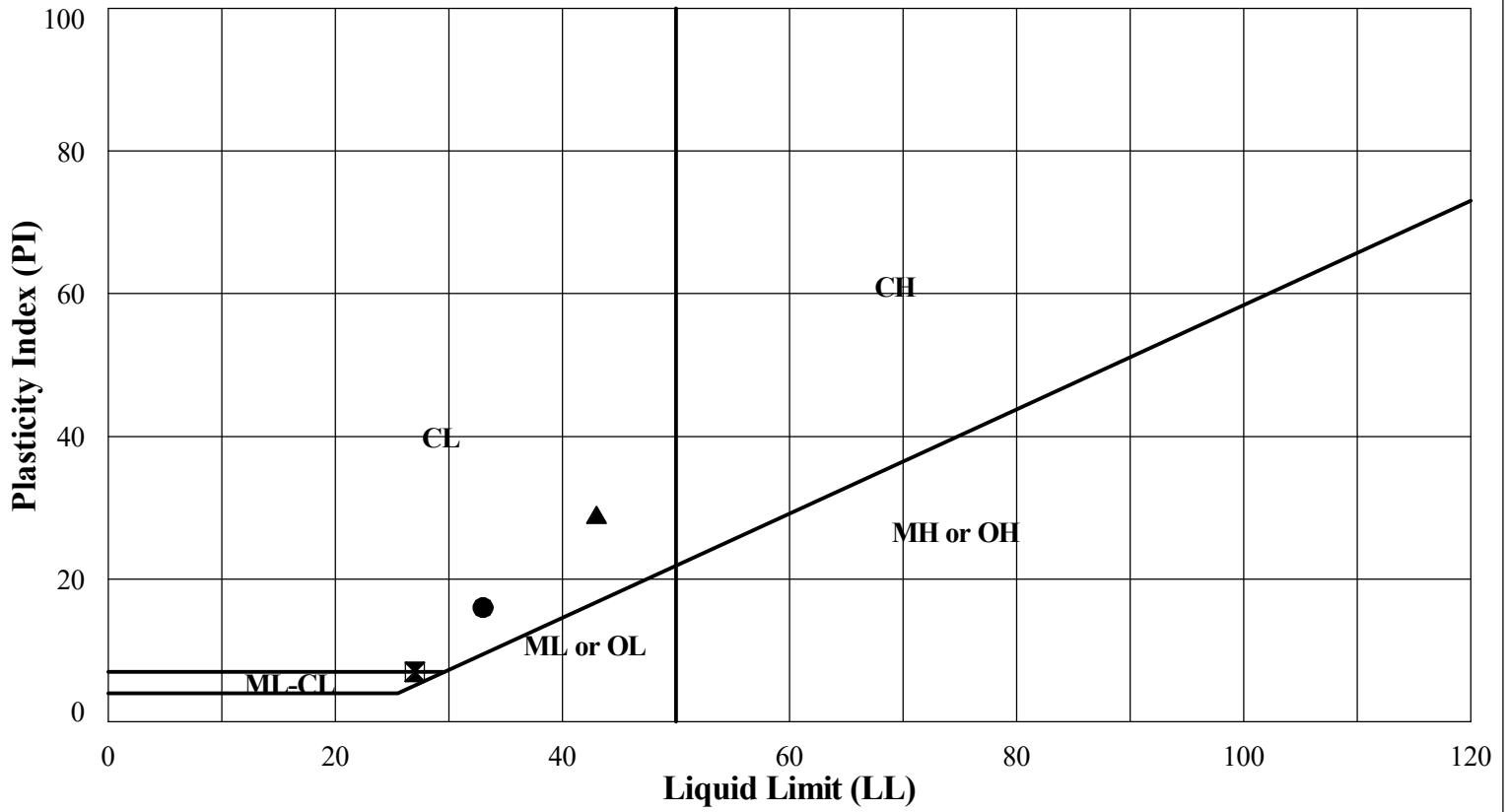
LOG OF BORING

PROJECT: 23-4360G GEOTECHNICAL EVALUATION Metra Park Improvements Billings, Montana	BORING: ST-38
	LOCATION: South Expo Water and Sewer Extension, See Attached Sketch

DRILLED BY: E. Hollibaugh	METHOD: CME 75HT, Automatic	DATE: 3/28/24	SCALE: 1" = 3'
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Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3110.0	0.0						
3109.2	0.8		Asphalt Pavement: (9½")				
3109.1	0.9		Base Course: Silty Sand with Gravel, fine- to coarse-grained, brown, moist, loose. Fill: Lean Clay, low to medium plasticity, some salts, dark brown, moist, rather stiff.	9	13.1	4+	
3107.0	3.0		LEAN CLAY, medium plasticity, some salts and lenses of silty sand, brown, moist, soft to rather soft. (Alluvium)	4	21.5	½	
		CL		3	23.9		
				3	26.9	½ 1½	LL=43, PL=14, PI=29 P ₂₀₀ = 93.9%
				5	22.4	¾	
3098.5	11.5		SILTY SAND with GRAVEL, fine- to coarse-grained, brown, moist to wet, loose. (Alluvium)	8	▽ 15.7		
		SM					
3094.5	15.5		END OF BORING	7	33.3		
			Water observed at a depth of 13.1' with 14.0' of hollow-stem auger in the ground.				
			Water not observed to dry cave-in depth of 11.0' immediately after withdrawal of auger.				
			Boring then backfilled.				

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 4/24/24



Legend	Boring	Sample No.	Depth	LL	PL	PI	P 200, %	MC	Classification
●	ST-26	Jar #55	2'-3½'	33	17	16	74.0	15.1%	CL
◻	ST-37	Jar #11	6½'-8'	27	20	7	59.9	17.6%	CL-ML
▲	ST-38	Jar #14	6½'-8'	43	14	29	93.9	26.9%	CL

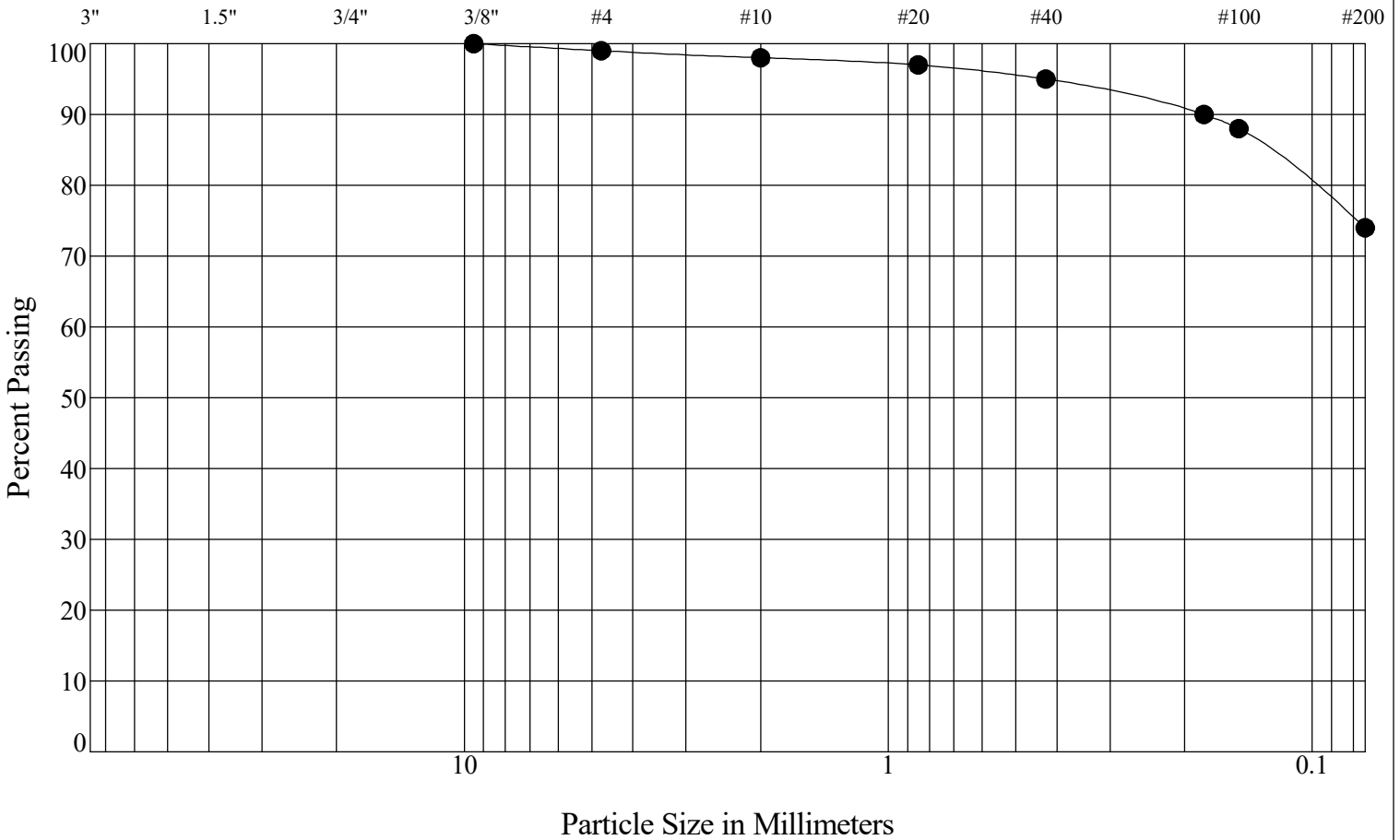


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Atterberg Limits Tests

Project Number: 23-4306G
South Expo Water and Sewer Extension
Billings, Montana

Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine
0.0	1.0	0.0	0.0	0.0

Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
100	100	100	100	99	98	97	95	90	88	74.0

Boring No.: ST-26
 Sample No.: Jar #55
 Depth: 2'-3 1/2'

Date Received: 12/8/23

Liquid Limit: 33

Plastic Limit: 17

Plasticity Index: 16

Classification: CL

Moisture Content: 15.1%

Percent Gravel: 1.0
 Percent Sand: 25.0
 Percent Silt + Clay: 74.0
 ASTM Group Name: LEAN CLAY with SAND

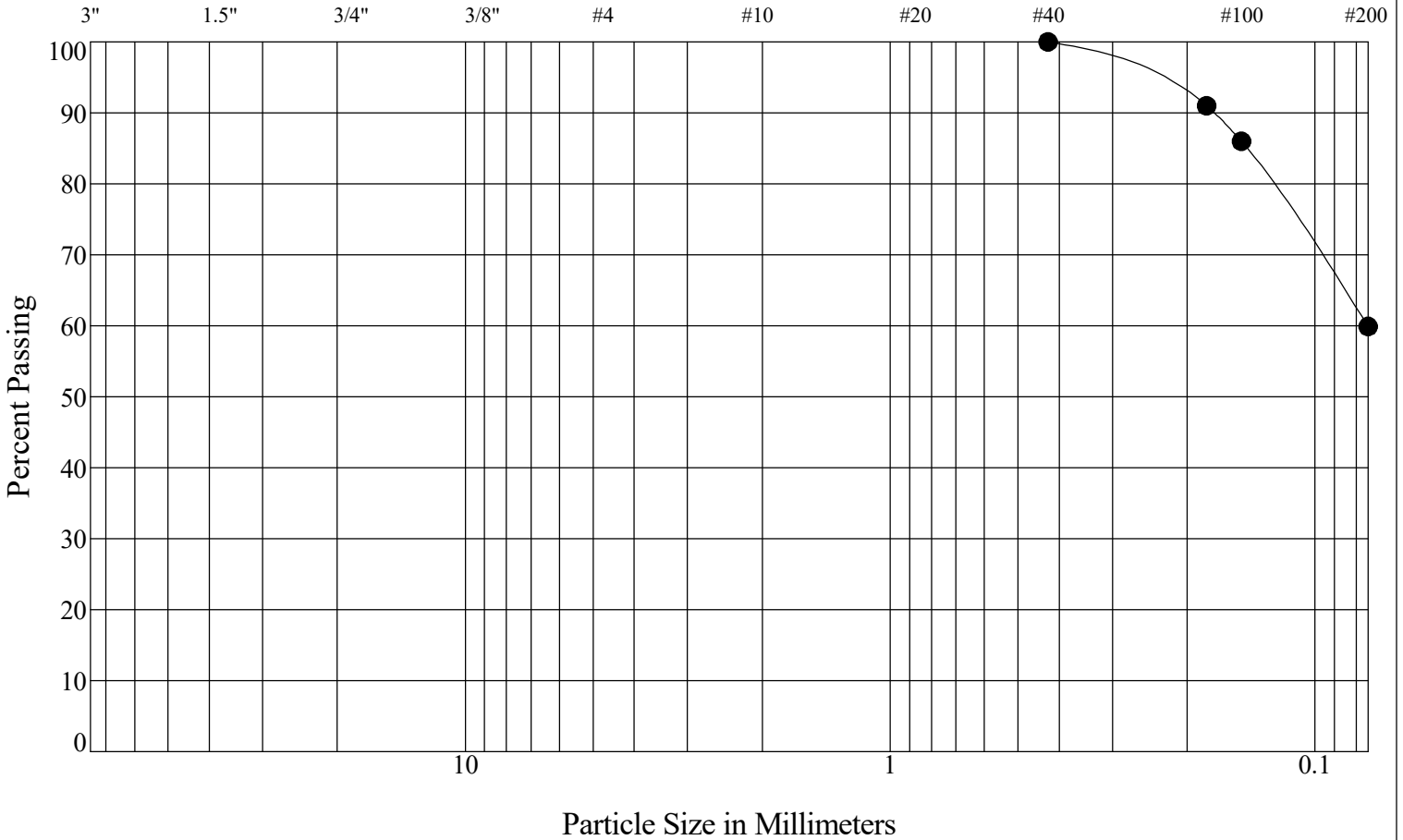


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Sieve Analysis

Project Number: 23-4306G
 South Expo Water and Sewer Extension
 Billings, Montana

Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine
0.0	0.0	40.1	45.9	59.9

Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
							100	91	86	59.9

Boring No.: ST-37
 Sample No.: Jar #11
 Depth: 6½'-8'

Date Received: 4/1/24

Liquid Limit: 27

Plastic Limit: 20

Plasticity Index: 7

Classification: CL-ML

Moisture Content: 17.6%

Percent Gravel: 0.0
 Percent Sand: 40.1
 Percent Silt + Clay: 59.9
 ASTM Group Name: SANDY SILTY CLAY

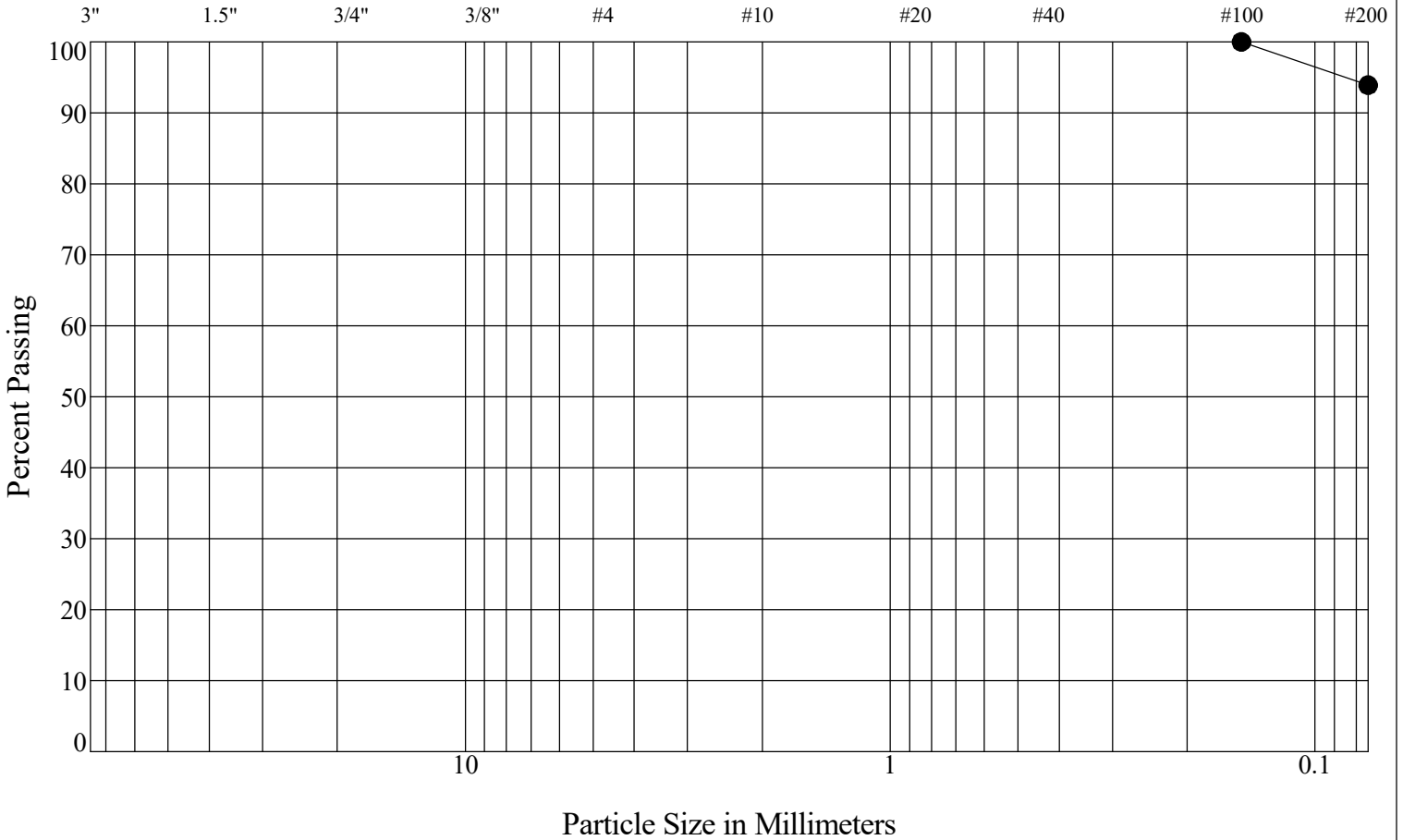


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Sieve Analysis

Project Number: 23-4306G
 South Expo Water and Sewer Extension
 Billings, Montana

Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine

Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
									100	93.9

Boring No.: ST-38	Date Received: 4/1/24	Liquid Limit: 43
Sample No.: Jar #14		Plastic Limit: 14
Depth: 6 1/2'-8'		Plasticity Index: 29
		Classification: CL
		Moisture Content: 26.9%

Percent Gravel: 0.0
 Percent Sand: 6.1
 Percent Silt + Clay: 93.9
 ASTM Group Name: LEAN CLAY



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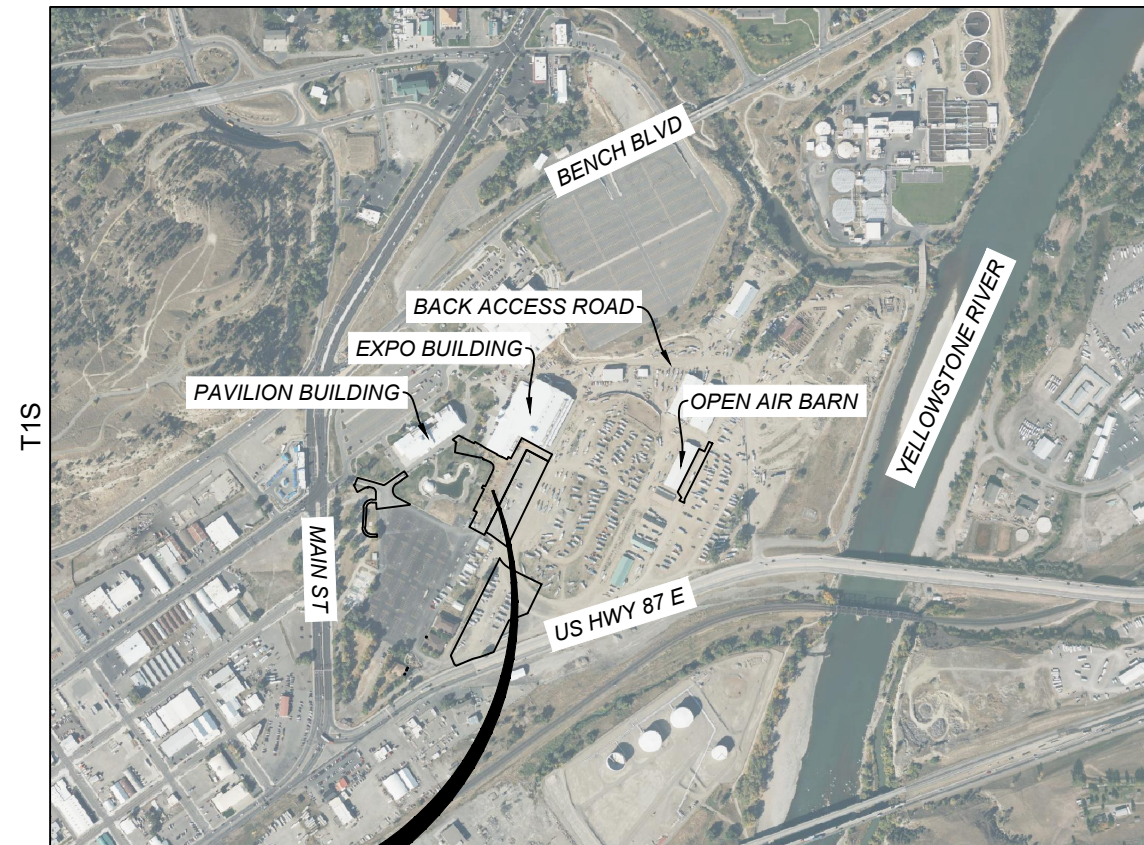
Sieve Analysis
 Project Number: 23-4306G
 South Expo Water and Sewer Extension
 Billings, Montana

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CONSTRUCTION DRAWINGS

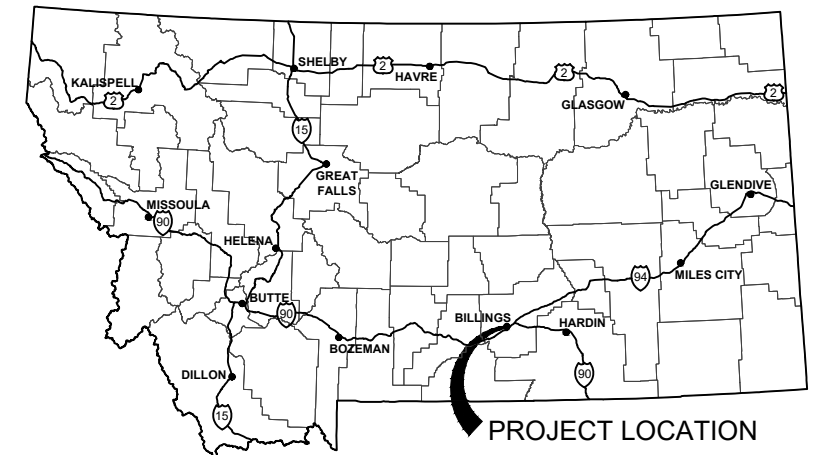
YELLOWSTONE COUNTY SOUTH EXPO LOT CONSTRUCTION PROJECT

Sheet List Table	
Sheet Number	Sheet Title
1	COVER
2	GENERAL NOTES
3	PROJECT SUMMARY SHEET
4	BID ADDENDUM PROJECT SUMMARY SHEET
5	PROJECT OVERVIEW KEY SHEET
6	PROJECT OVERVIEW KEY SHEET
7	SUMMARY TABLES
8	SOUTH EXPO LOT DEMOLITION
9	CARNIVAL LOT ENTRANCE DEMOLITION
10	SOUTH EXPO LOT GRADING AND IMPROVEMENTS
11	CARNIVAL LOT ENTRANCE GRADING AND IMPROVEMENTS
12	PATHWAY MILLINGS ADDITION GRADING
13	LOT 1 IMPROVEMENTS
14	OPEN AIR BARN ROAD IMPROVEMENTS
15	CARNIVAL LOT WATER SERVICE IMPROVEMENTS
16	CARNIVAL LOT WATER SERVICE IMPROVEMENTS
17	CARNIVAL LOT WATER SERVICE IMPROVEMENTS
18	WATER PLAN AND PROFILE
19	WATER PLAN AND PROFILE
20	PAVILION COURTYARD IRRIGATION IMPROVEMENTS
21	SANITARY SEWER PLAN AND PROFILE
22	SANITARY SEWER PLAN AND PROFILE
23	SANITARY SEWER PLAN AND PROFILE
24	STORM SEWER PLAN AND PROFILE
25	STORM SEWER PLAN AND PROFILE
26	STORM SEWER PLAN AND PROFILE
27	STORM SEWER PLAN AND PROFILE
28	STANDARD CURB AND SURFACING SECTION DETAILS
29	STORM CHANNEL & MANHOLE DETAIL
30	YARD HYDRANT AND SEWER CLEANOUT DETAILS
31	EXPO SOUTH LOT SERVICE HOOKUP DETAILS
32	PAVILION COURTYARD SERVICE HOOKUP DETAILS
33	LIGHT POLE BASE DETAILS



T1S

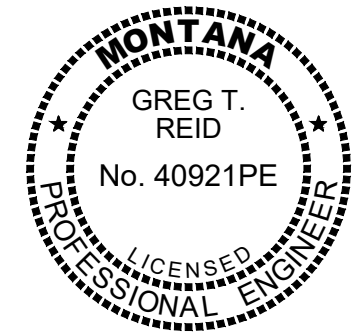
PROJECT LOCATION
R26E
LOCATION MAP



PROJECT LOCATION
BILLINGS, MT



0 500' 1000'
SCALE: 1" = 1000'
11" x 17" PAPER SIZE



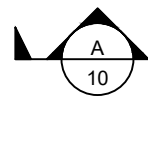
BID SET

PREPARED FOR: YELLOWSTONE COUNTY METRAPARK ARENA 306 6TH AVE N., BILLINGS, MT 59101			
PREPARED BY: WWC ENGINEERING 550 S. 24TH ST. W., SUITE 201 BILLINGS, MT 59102 (406) 894-2210 www.wwcengineering.com			
PROJECT NO. 2021-555		DESIGNED BY: <u>JMD</u> DRAWN BY: <u>ZSL</u> CHECKED BY: <u>GTR</u> DATE: <u>8/8/2024</u>	
NO.	REVISION	BY	DATE
DRAWING NO.			1

GENERAL CONSTRUCTION NOTES

- UNLESS SPECIFICALLY SHOWN ON THE DRAWINGS, ALL WORK SHALL CONFORM TO MPWSS, LATEST EDITION AND THESE PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS REQUIRED AND CONSTRUCTION TESTING FOR CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR SHALL RESTORE ALL ROADWAY TO EQUAL OR BETTER CONDITION THAN EXISTED PRIOR TO CONSTRUCTION, AS DETERMINED BY THE OWNER AND THE ENGINEER.
- THE LOCATION, DEPTH AND SIZE OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY THE EXISTENCE, LOCATION, DEPTH, SIZE, LINE AND GRADE OF EXISTING UTILITY CONNECTIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING FACILITIES DUE TO FAILURE TO LOCATE OR PROVIDE PROPER PROTECTION WHEN LOCATION IS KNOWN.
- THE CONTRACTOR SHALL SUPPLY ALL NECESSARY FITTINGS, COUPLINGS AND SPOOL PIECES FOR CONNECTING NEW UTILITIES TO EXISTING UTILITIES. THESE PLANS MAY NOT SHOW ALL REQUIRED COMPONENTS FOR MAKING THE CONNECTIONS.
- ALL BACKFILL FOR UTILITY TRENCHES SHALL BE TYPE "A," UTILIZING TYPE 1 BEDDING, UNLESS DIRECTED OTHERWISE BY ENGINEER. SPECIFIED BEDDING SHALL BE FROM 4" BENEATH THE PIPE TO 6" ABOVE THE TOP OF PIPE (SEE MPWSS STANDARD DRAWING 02221-1). THE COST OF THIS ADDITIONAL BEDDING SHALL BE INCLUDED IN THE UNIT PRICE BID.
- PIPE BEDDING (TYPE 1) AND TRENCH BACKFILL (TYPE B) SHALL BE IN ACCORDANCE WITH MPW STANDARD SPECIFICATION 02221, STANDARD DRAWING 02221-1.
- THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST AND EROSION DURING CONSTRUCTION AT CONTRACTOR'S EXPENSE. EROSION SHALL BE CONTROLLED IN ACCORDANCE WITH MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY REGULATIONS.
- ALL PROFILES REPRESENT EXISTING GROUND (DASHED LINE) AND FINISHED GRADE (SOLID LINE) ALONG THE ALIGNMENTS INDICATED ON THE PLANS. ELEVATIONS ARE FINISHED GROUND ELEVATIONS.
- ALL DISTURBED AREAS SHALL BE SEEDED BY THE CONTRACTOR USING A SEED MIX APPROVED BY THE OWNER OR THE LOCAL USDA OFFICE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF UTILITY (PHONE/POWER/CATV) INSTALLATION WITH LOCAL UTILITY COMPANIES.
- THE CONTRACTOR SHALL NOTIFY ONE CALL @ 1-800-424-5555 FOR ONSITE UTILITY LOCATION. ALL EXISTING UTILITIES SHALL BE MARKED BEFORE DIGGING.
- THE CONTRACTOR SHALL MAINTAIN SERVICE OF ALL EXISTING UTILITIES. IF SAID SERVICE IS DAMAGED, THE CONTRACTOR SHALL IMMEDIATELY REPAIR THE DAMAGE AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY WORK.
- ALL UTILITY CONDUITS FOR IRRIGATION, ELECTRICAL, GAS, PHONE, CATV, ETC. SHALL BE BURIED A MINIMUM 24" FROM FINISHED GRADE WITH TYPE A BACKFILL, UTILIZING TYPE 1 BEDDING, UNLESS DIRECTED OTHERWISE BY ENGINEER.
- IF THE CONTRACTOR DETERMINES THE NEED TO DISTURB MORE THAN 1.0 ACRE DURING THE CONSTRUCTION OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AN MPDES PERMIT AND COMPLYING WITH ALL TERMS OF THE PERMIT. NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK.
- QUANTITIES SHOWN IN THESE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING ACTUAL QUANTITIES.

DRAWING NOTATION



INDICATES CROSS SECTION LOCATION. "A" REFERS TO THE CROSS SECTION DESIGNATION. "10" REFERS TO THE SHEET NUMBER WHERE THE SECTION IS CUT OR SHOWN.



INDICATES DETAIL LOCATION. "1" REFERS TO THE DETAIL DESIGNATION. "12" REFERS TO THE SHEET NUMBER WHERE THE DETAIL IS INDICATED OR SHOWN.

ABBREVIATIONS

ACI	AMERICAN CONCRETE INSTITUTE	HWY	HIGHWAY
BAR	REBAR	INV	INVERT ELEVATION
BMP	BEST MANAGEMENT PRACTICES	LF	LINEAR FEET
BOT	BOTTOM	MID	POINT, MIDPOINT OF CURVE
BVC	BEGIN VERTICAL CURVE	MH	MANHOLE
CFS	CUBIC FEET PER SECOND	MJ	MECHANICAL JOINT
CL	CENTERLINE	O.C.	ON CENTER
CMP	CORRUGATED METAL PIPE	O.C.E.F.	ON CENTER EACH FACE
CONC	CONCRETE OR CONCENTRIC	OHP	OVERHEAD POWER
CP	CONTROL POINT	PC	POINT, POINT OF CURVE
CSP	CORRUGATED STEEL PIPE	PI	POINT OF INTERSECTION
CTR	CENTER	POT	POINT ON TANGENT
CU FT	CUBIC FEET	PS	PIPE SUPPORT
CULV	CULVERT	PT	POINT, POINT OF TANGENCY
DI	DUCTILE IRON OR DRAIN INLET	PVC	POLYVINYL CHLORIDE
DIA	DIAMETER	PWR	POWER
EA	EACH	RCP	REINFORCED CONCRETE PIPE
E.F.	EACH FACE	R/W OR ROW	RIGHT OF WAY
EL, ELEV	ELEVATION	SAN	SANITARY
EOP	EDGE OF PAVEMENT	SST	STAINLESS STEEL
EVC	END VERTICAL CURVE	STA	STATION
FT	FOOT OR FEET	TBC	TOP BACK OF CURB
GPM	GALLONS PER MINUTE	TYP	TYPICAL
HP	HORSEPOWER	UG	UNDERGROUND
		WTR	WATER

BLOCK LEGEND

EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING	PROPOSED

LINE STYLE LEGEND

EXISTING	PROPOSED	
		MAJOR CONTOUR
		MINOR CONTOUR
		OVERHEAD TELEPHONE
		OVERHEAD POWER
		NATURAL GAS
		IRRIGATION LINE
		FIBER OPTIC
		FORCE MAIN
		FENCE [CHAIN]
		FENCE [BARBED]
		FENCE [PRIVACY]
		FIRE LINE
		OVERHEAD TV
		RAW WATER
		SEWER
		STORM
		UNDERGROUND POWER
		UNDERGROUND TELEPHONE
		UNDERGROUND TV
		WATER

BID SET

NO.	REVISION	BY	DATE

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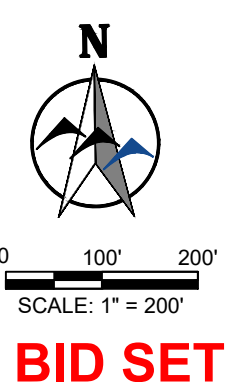
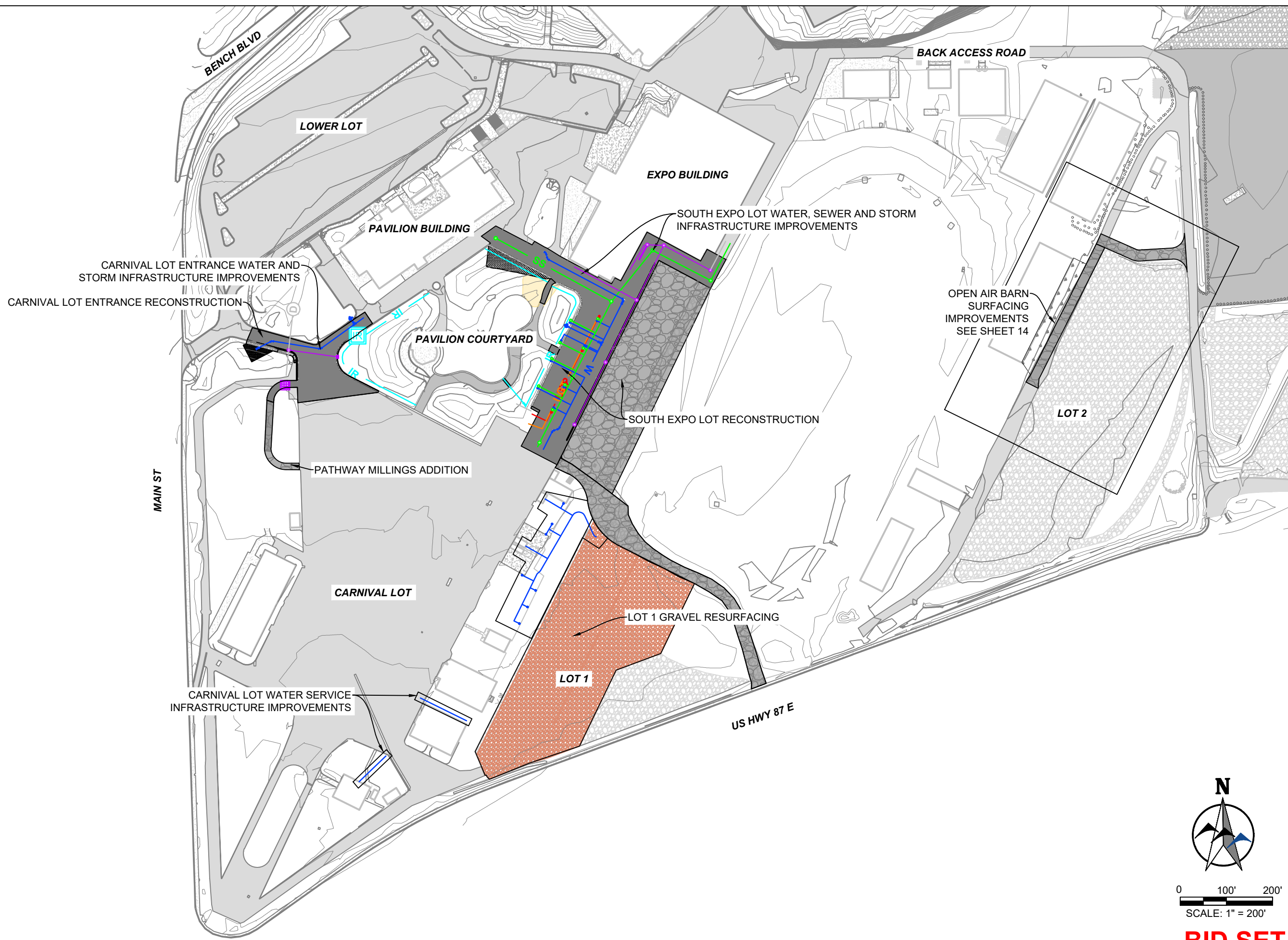
YELLOWSTONE COUNTY
SOUTH EXPO LOT CONSTRUCTION PROJECT
GENERAL NOTES
 BILLINGS, MT

DESIGNED BY: JMD
 DRAWN BY: ZSL
 CHECKED BY: GTR
 DATE: 8/8/2024

SHEET
2

PROJECT NO. 2021-555

K:\Sheridan\Yellowstone County, MT\2021555 MetaPark Infrastructure Improvements\06CAD\Sheets\PLAN_SET\05_South Expo Lot\02_OVERVIEW\02_1555_05-OVERVIEW.dwg PROJECT SUMMARY 8/2/2024 11:25:37 AM



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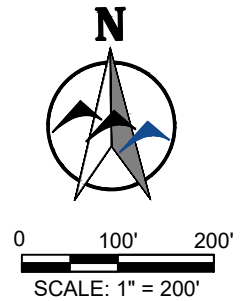
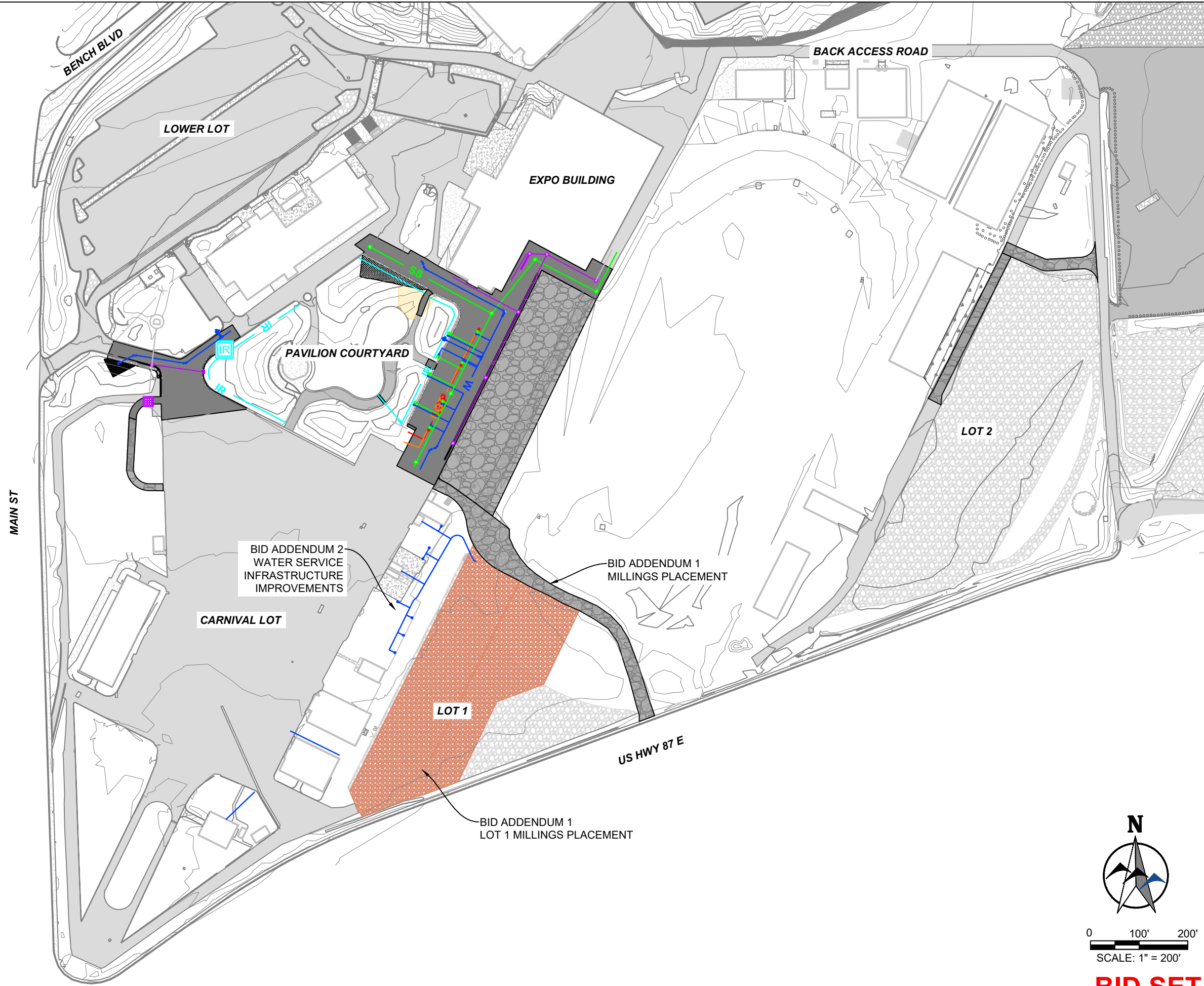
YELLOWSTONE COUNTY
 SOUTH EXPO LOT CONSTRUCTION PROJECT
PROJECT SUMMARY SHEET
 BILLINGS, MT

DESIGNED BY: JMD
 DRAWN BY: ZSL
 CHECKED BY: GTR
 DATE: 8/8/2024

SHEET
3

PROJECT NO. 2021-555

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BID SET

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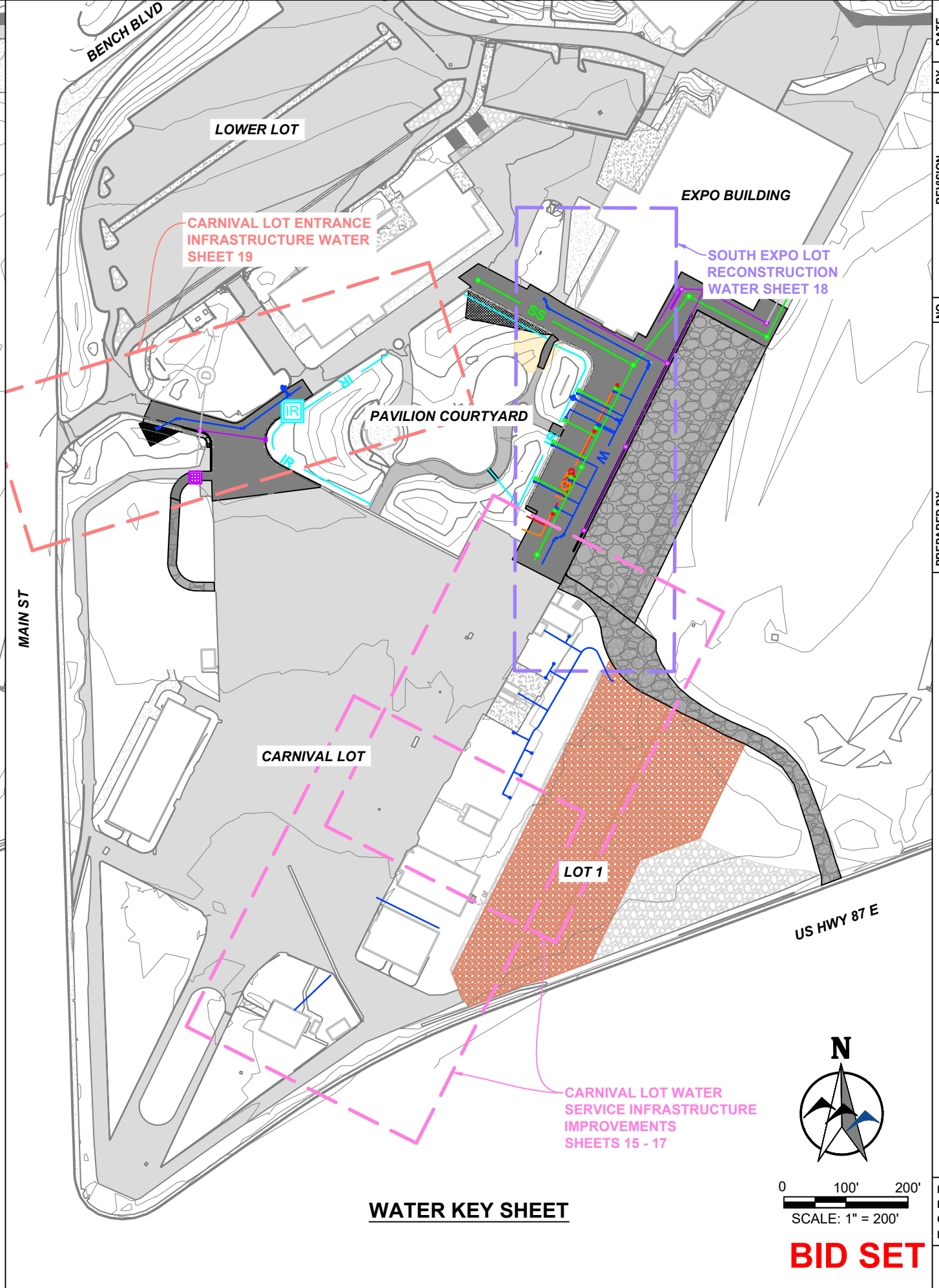
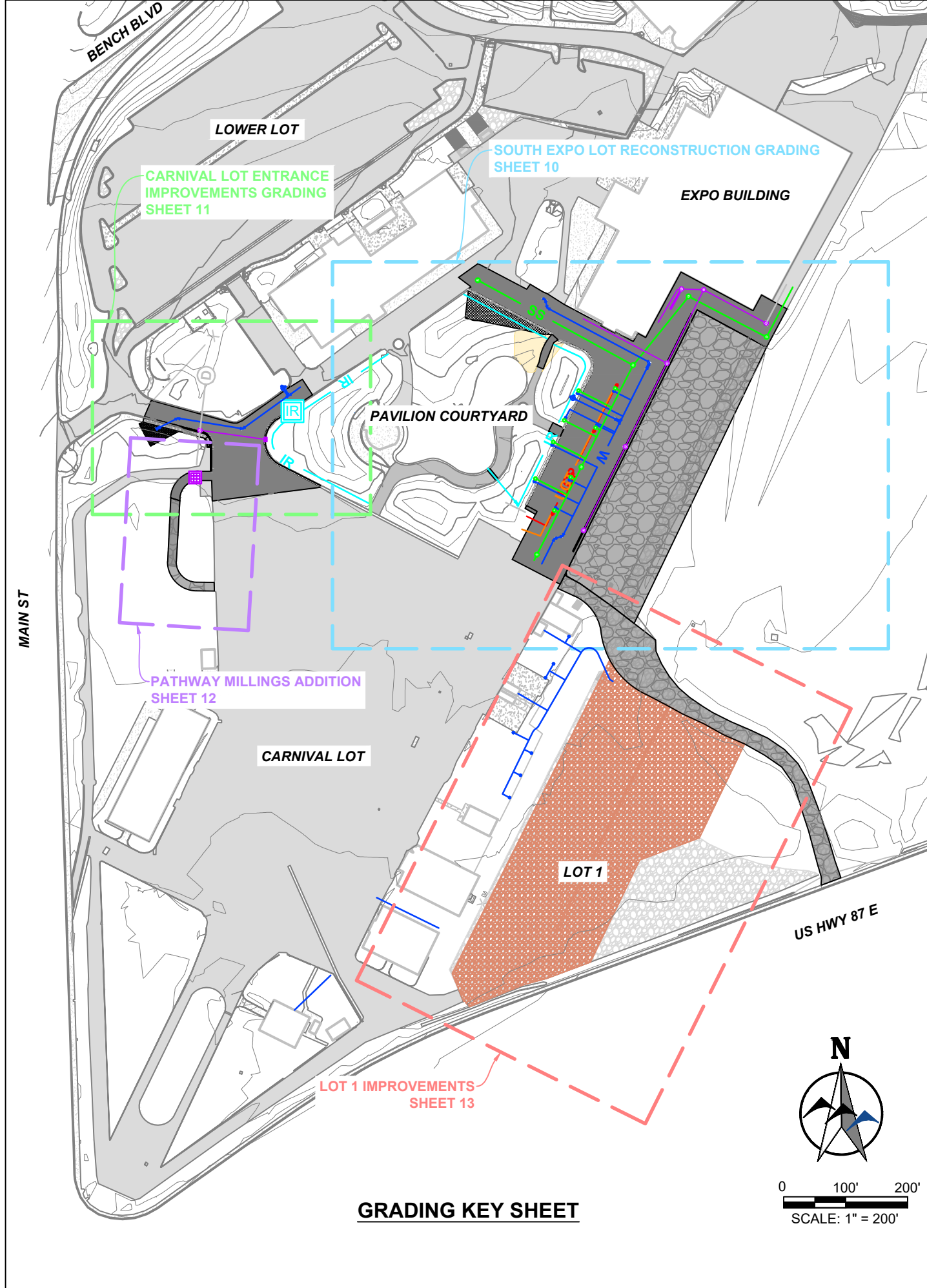
YELLOWSTONE COUNTY
 SOUTH EXPO LOT CONSTRUCTION PROJECT
BID ADDENDUM PROJECT SUMMARY SHEET
 BILLINGS, MT

DESIGNED BY: JMD
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 DATE: 8/8/2024

SHEET
4

PROJECT NO. 2021-555

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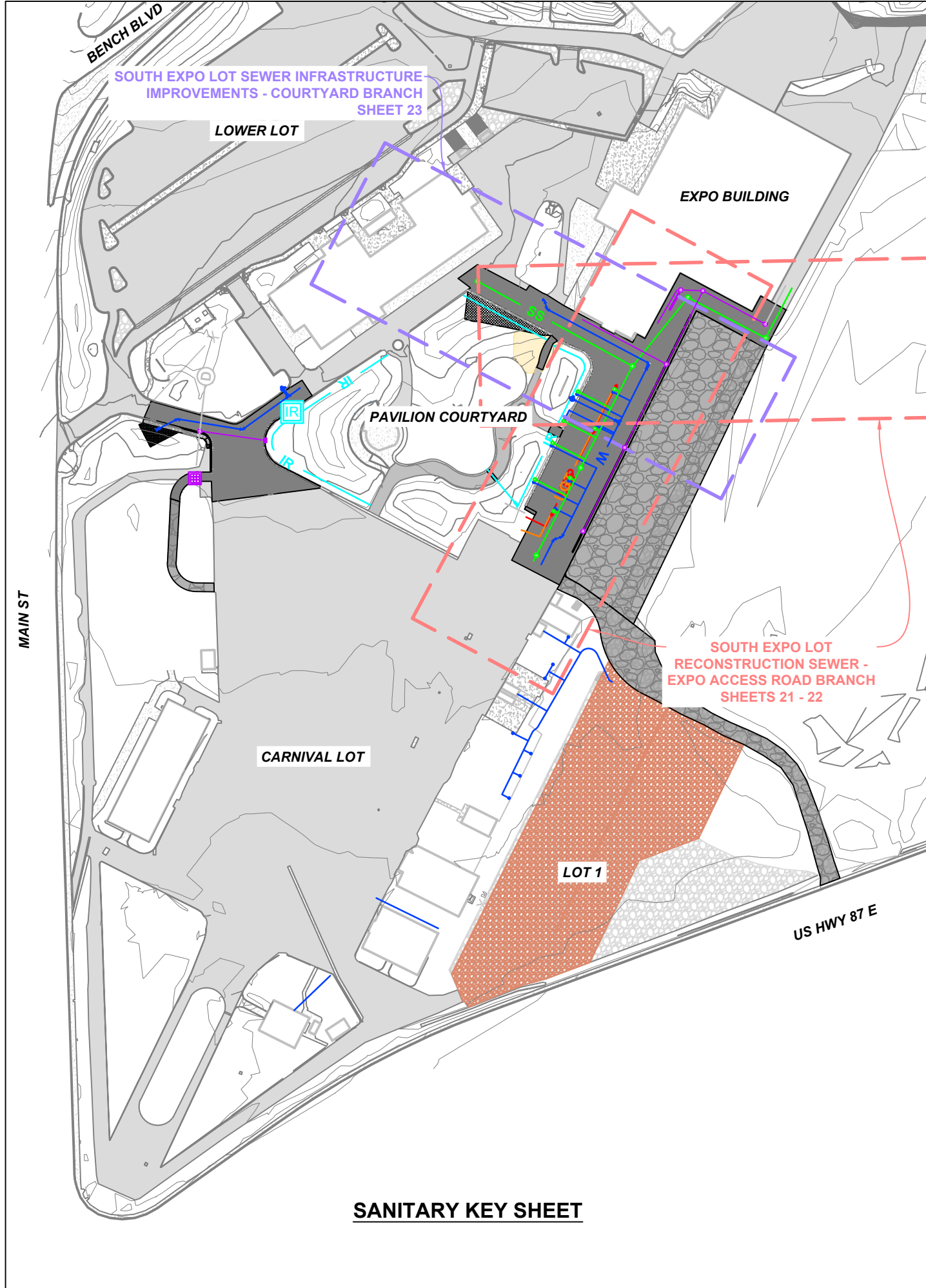
YELLOWSTONE COUNTY
 SOUTH EXPO LOT CONSTRUCTION PROJECT
PROJECT OVERVIEW KEY SHEET
 BILLINGS, MT

DESIGNED BY: JMD
 DRAWN BY: ZSL
 CHECKED BY: GTR
 DATE: 8/8/2024

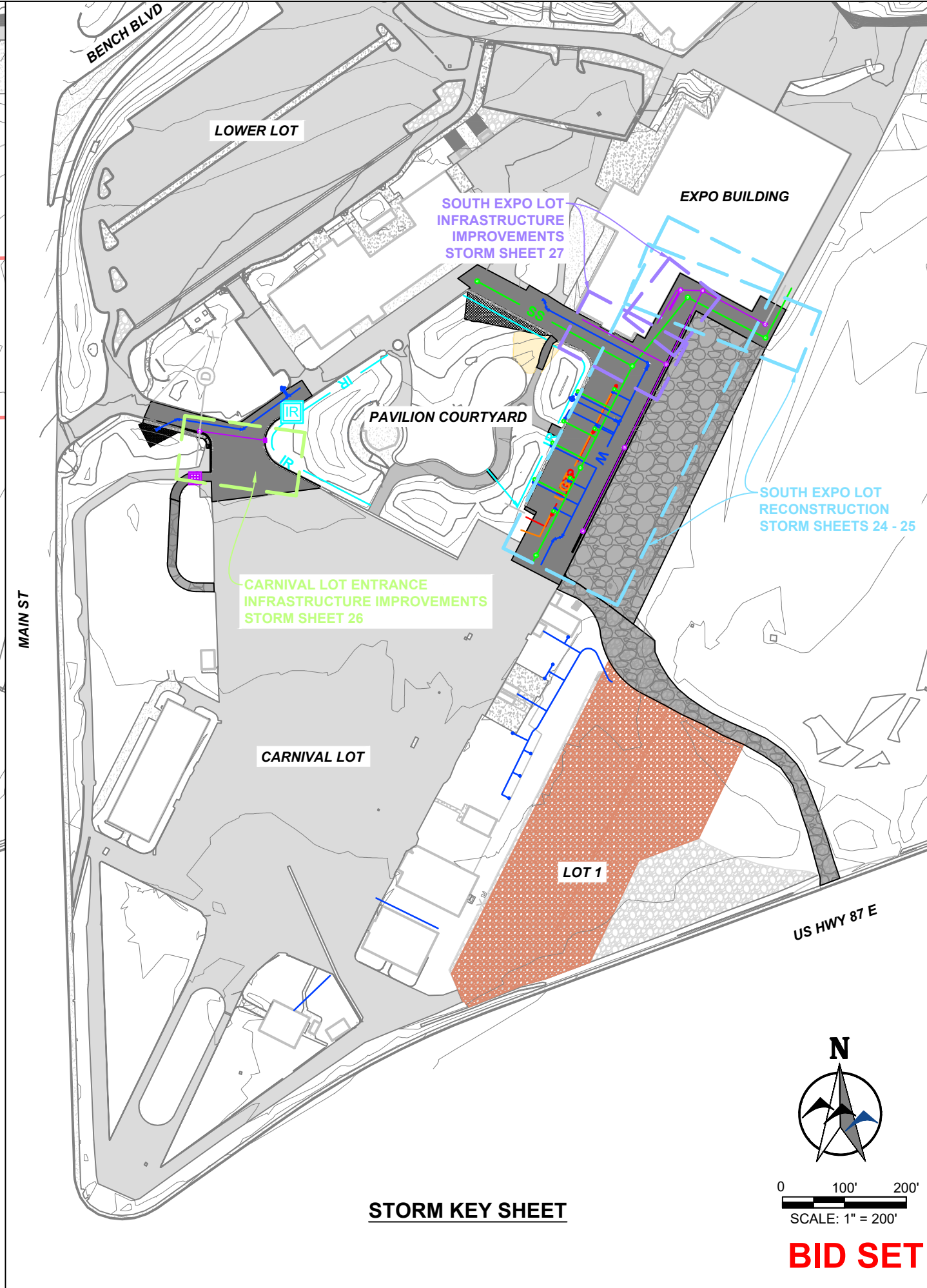
SHEET
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BID SET

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SANITARY KEY SHEET



STORM KEY SHEET



0 100' 200'
SCALE: 1" = 200'

BID SET

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YELLOWSTONE COUNTY
 SOUTH EXPO LOT CONSTRUCTION PROJECT
PROJECT OVERVIEW KEY SHEET
 BILLINGS, MT

DESIGNED BY: JMD
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 CHECKED BY: GTR
 DATE: 8/8/2024

SHEET
6

PROJECT NO. 2021-555

GRADING					
ITEM	UNIT	QUANTITY			REMARKS
		FILL	CUT	MISC.	
CARNIVAL LOT ENTRANCE	CY		900		CUT/FILL TO ASPHALT SUBGRADE. EXCLUDES CONCRETE CUT/FILL.
SOUTH EXPO LOT - ASPHALT PAVEMENT	CY	84	2,300		CUT/FILL TO ASPHALT SUBGRADE. EXCLUDES CONCRETE CUT/FILL.
SOUTH EXPO LOT - ASPHALT MILLINGS	CY	1,655	299		CUT/FILL TO SUBGRADE.
TOTAL	CY	1,739	3,499		

SURFACING			
ITEM	UNIT	QUANTITY	REMARKS
4" ASPHALT PAVEMENT - 10" CRUSHED BASE	SY	7,396	SOUTH EXPO LOT
4" ASPHALT PAVEMENT - 10" CRUSHED BASE	SY	2,293	CARNIVAL LOT ENTRANCE
4" ASPHALT MILLINGS	SY	304	PATHWAY MILLINGS ADDITION
4" ASPHALT MILLINGS	SY	7,046	SOUTH EXPO LOT
4" ASPHALT MILLINGS	SY	567	OPEN AIR BARN ROAD
6" THICKNESS CRUSHED BASE	SY	7,046	SOUTH EXPO LOT
6" THICKNESS CRUSHED BASE	SY	758	OPEN AIR BARN ROAD
6" THICKNESS CRUSHED BASE	SY	12,399	LOT 1
4" ASPHALT MILLINGS	SY	2,539	BID ADDENDUM 1 - LOT 1
4" ASPHALT MILLINGS	SY	12,398	BID ADDENDUM 1 - GATE 2 ACCESS ROAD

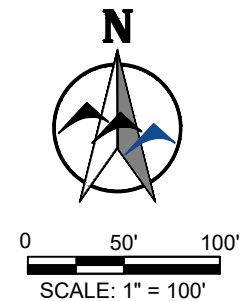
ID	LOCATION	PLAN QUANTITY		REMARKS
		COMBINED CONCRETE CURB & GUTTER (LF)	CONCRETE FLATWORK (SF)	
INS-01	SOUTH EXPO LOT	154		RIBBON
INS-02	SOUTH EXPO LOT	185		RIBBON
INS-03	SOUTH EXPO LOT	123		RIBBON
INS-04	SOUTH EXPO LOT		857	VALLEY GUTTER
INS-05	CARNIVAL LOT ENTRANCE		715	SIDEWALK
INS-06	CARNIVAL LOT ENTRANCE		101	ADA RAMP
INS-07	CARNIVAL LOT ENTRANCE	165		CURB
INS-08	CARNIVAL LOT ENTRANCE	194		CURB
INS-09	ARENA BACK LOT	20		CURB
BID ADD 2	CARNIVAL LOT WATER		129	SIDEWALK
BID ADD 2	CARNIVAL LOT WATER		16	SIDEWALK
BID ADD 2	CARNIVAL LOT WATER		30	SIDEWALK

	COMBINED CONCRETE CURB AND GUTTER (LF)	CONCRETE RIBBON (LF)	CONCRETE SIDEWALK (SF)	ADA RAMP (SF)	CONCRETE VALLEY GUTTER (SF)	BID ADDENDUM 2 - CONCRETE SIDEWALK (SF)
TOTAL	379	462	715	101	857	175

- NOTES:
- DESCRIPTION IN THE REMARKS COLUMN CORRESPONDS TO THE LEGEND LABELS ON IMPROVEMENT SHEETS.
 - INSTALL ID NUMBERING MATCHES CONCRETE REMOVAL SUMMARY TABLE AS APPLICABLE.

CONCRETE REMOVAL						
ID	LOCATION	PLAN DIMENSIONS		UNIT	QUANTITY	REMARKS
		LF	SF			
	SOUTH EXPO LOT		51	SY	5.7	CONCRETE PAD
REM-01	CARNIVAL LOT ENTRANCE	114		SY	25.3	CURB
REM-02	CARNIVAL LOT ENTRANCE		716	SY	79.6	SIDEWALK
REM-03	CARNIVAL LOT ENTRANCE		576	SY	64.0	VALLEY GUTTER
REM-04	CARNIVAL LOT ENTRANCE	20		SY	4.4	CURB
TOTAL				SY	179	

- NOTES:
- ALL CURB & GUTTER REMOVAL IS MEASURED AS A STANDARD 2' WIDTH FOR SY CALCULATIONS.
 - DESCRIPTION IN THE REMARKS COLUMN CORRESPONDS TO THE LEGEND LABELS ON DEMO SHEETS.
 - ADDITIONAL 10% ADDED TO BID FORM QUANTITY FOR UNIDENTIFIED CONCRETE REMOVAL.



BID SET

NO.	REVISION	BY	DATE

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YELLOWSTONE COUNTY
 SOUTH EXPO LOT CONSTRUCTION PROJECT
SUMMARY TABLES
 BILLINGS, MT

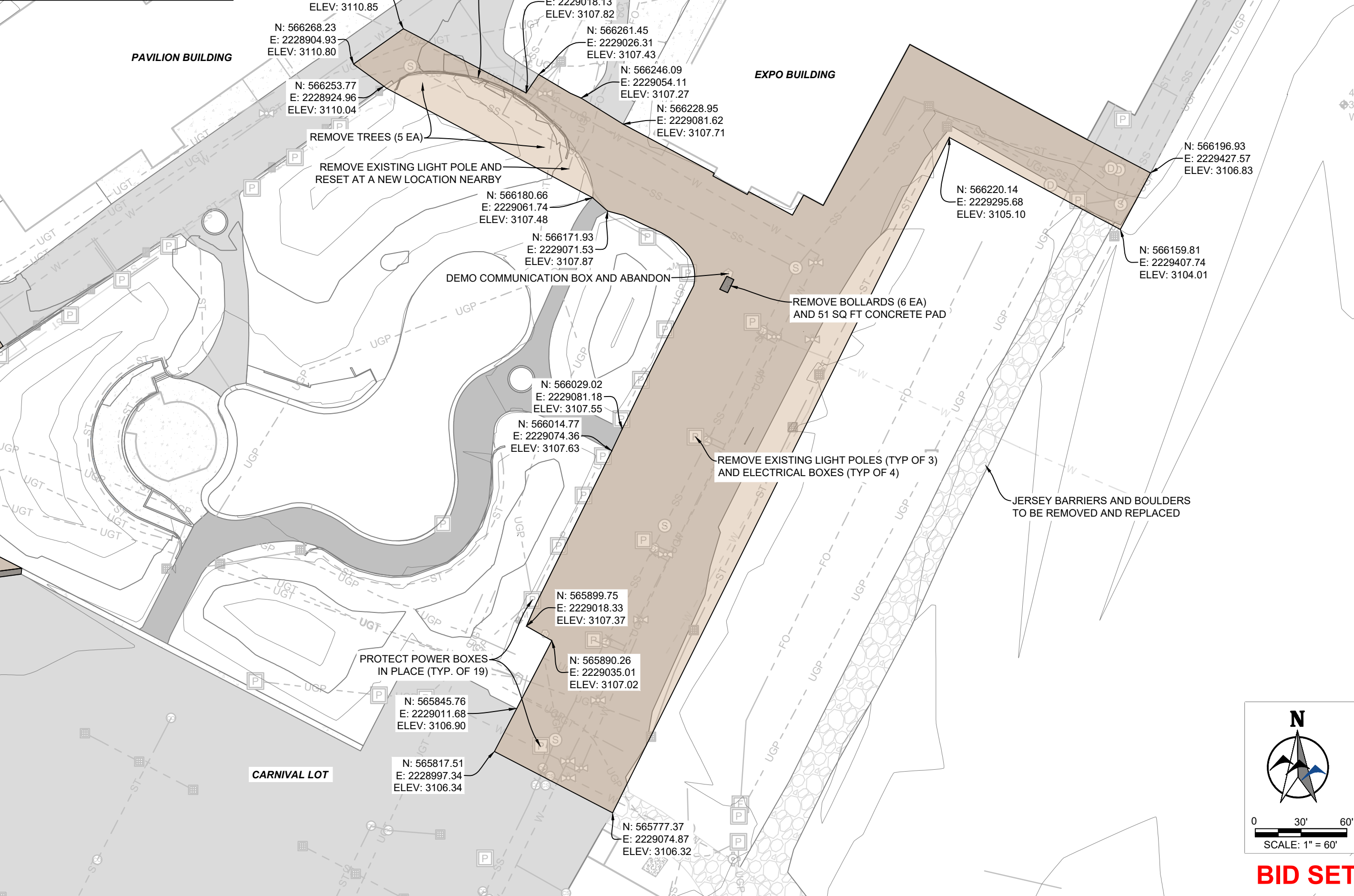
DESIGNED BY: JMD
 DRAWN BY: ZSL
 CHECKED BY: GTR
 DATE: 8/8/2024

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LEGEND


 FULL DEPTH REMOVAL

 CONCRETE DEMO



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YELLOWSTONE COUNTY

SOUTH EXPO LOT CONSTRUCTION PROJECT

SOUTH EXPO LOT DEMOLITION

BILLINGS, MT

DESIGNED BY: JMD

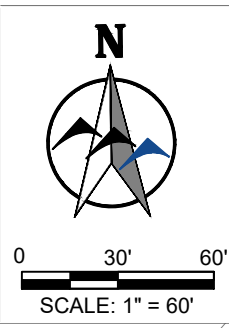
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DATE: 8/8/2024

SHEET



8

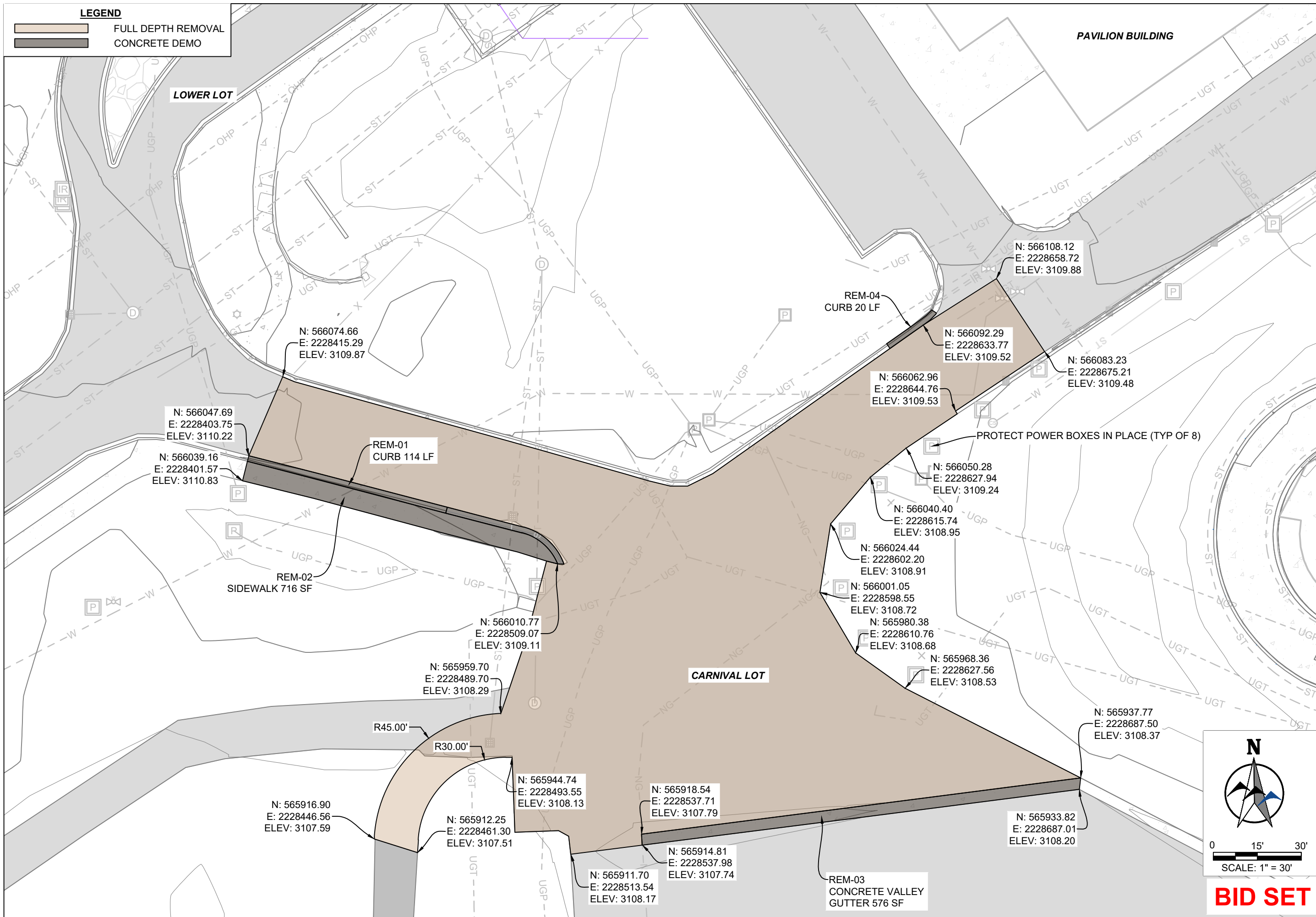


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LEGEND

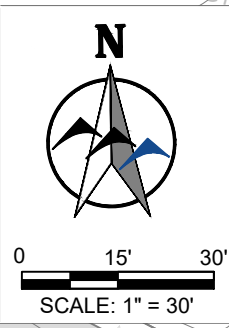
-  FULL DEPTH REMOVAL
-  CONCRETE DEMO



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YELLOWSTONE COUNTY
 SOUTH EXPO LOT CONSTRUCTION PROJECT
CARNIVAL LOT ENTRANCE DEMOLITION
 BILLINGS, MT

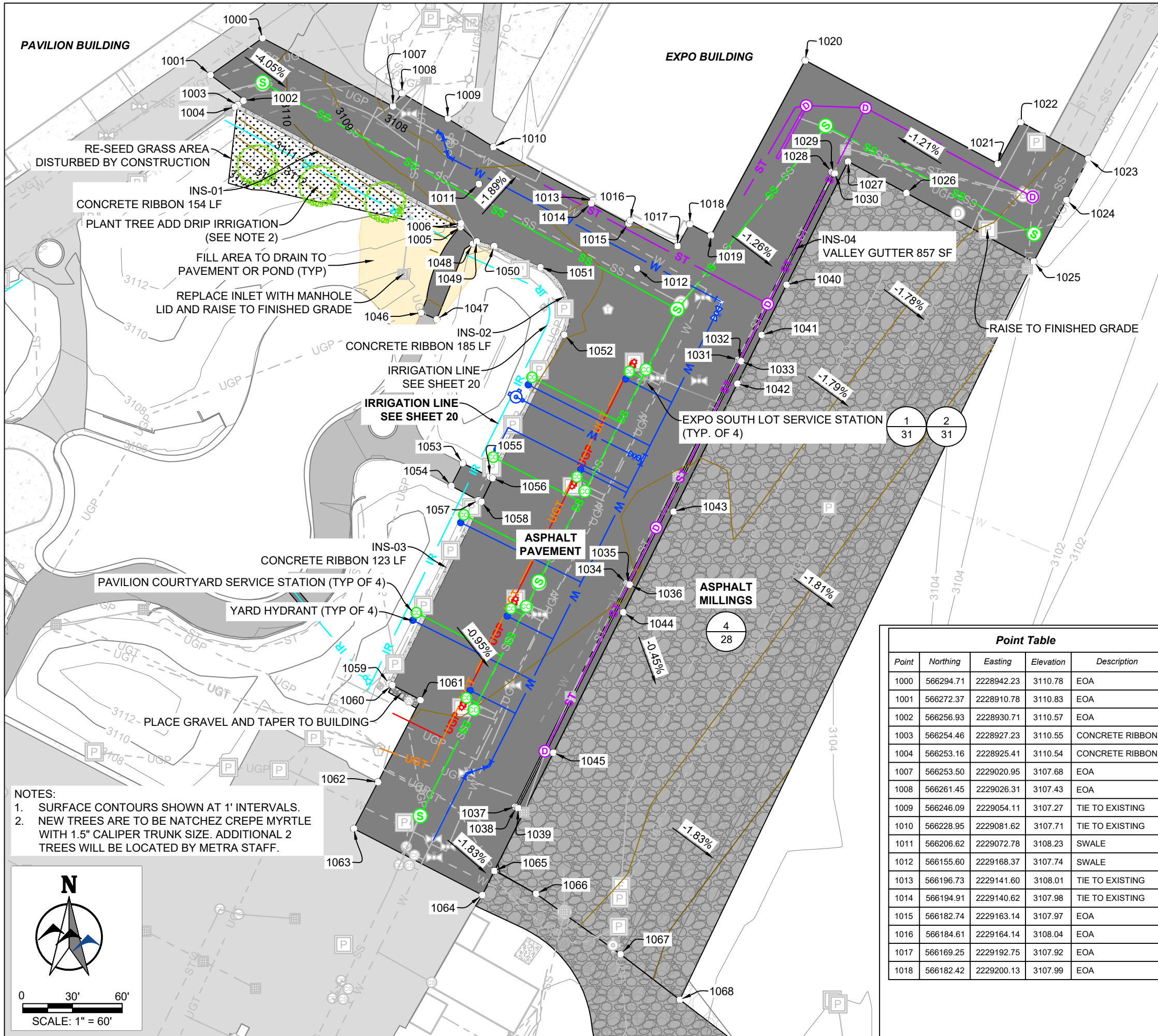


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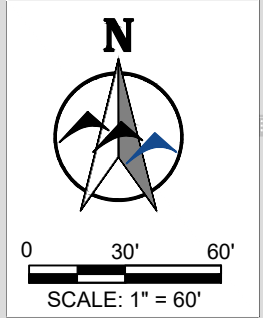
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 DATE: 8/8/2024

PROJECT NO. 2021-555

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- NOTES:**
1. SURFACE CONTOURS SHOWN AT 1' INTERVALS.
 2. NEW TREES ARE TO BE NATCHEZ CREPE MYRTLE WITH 1.5" CALIPER TRUNK SIZE. ADDITIONAL 2 TREES WILL BE LOCATED BY METRA STAFF.



Point Table

Point	Northing	Easting	Elevation	Description
1000	566294.71	2228942.23	3110.78	EOA
1001	566272.37	2228910.78	3110.83	EOA
1002	566256.93	2228930.71	3110.57	EOA
1003	566254.46	2228927.23	3110.55	CONCRETE RIBBON
1004	566253.16	2228925.41	3110.54	CONCRETE RIBBON
1007	566253.50	2229020.95	3107.68	EOA
1008	566261.45	2229026.31	3107.43	EOA
1009	566246.09	2229054.11	3107.27	TIE TO EXISTING
1010	566228.95	2229081.62	3107.71	TIE TO EXISTING
1011	566206.62	2229072.78	3108.23	SWALE
1012	566155.60	2229168.37	3107.74	SWALE
1013	566196.73	2229141.60	3108.01	TIE TO EXISTING
1014	566194.91	2229140.62	3107.98	TIE TO EXISTING
1015	566182.74	2229163.14	3107.97	EOA
1016	566184.61	2229164.14	3108.04	EOA
1017	566169.25	2229192.75	3107.92	EOA
1018	566182.42	2229200.13	3107.99	EOA

Point Table

Point	Northing	Easting	Elevation	Description
1019	566175.57	2229212.95	3107.73	EOA
1020	566281.15	2229269.80	3107.96	EOA
1021	566218.77	2229386.02	3107.62	EOA
1022	566243.98	2229399.85	3107.92	EOA
1023	566221.92	2229440.71	3106.64	EOA
1024	566196.93	2229427.57	3106.35	EOA
1025	566159.81	2229407.74	3106.39	EOA/EOAM
1026	566201.13	2229330.90	3107.72	EOA/EOAM
1027	566220.14	2229295.68	3107.24	EOA/EOAM
1028	566213.86	2229285.85	3107.26	VALLEY GUTTER
1029	566213.42	2229286.75	3107.21	VALLEY GUTTER
1030	566212.97	2229287.64	3107.26	VALLEY GUTTER
1031	566100.53	2229229.33	3107.40	VALLEY GUTTER
1032	566100.08	2229230.22	3107.40	VALLEY GUTTER
1033	566099.63	2229231.12	3107.40	VALLEY GUTTER
1034	565965.61	2229162.04	3107.08	VALLEY GUTTER
1035	565965.16	2229162.94	3107.08	VALLEY GUTTER
1036	565964.71	2229163.83	3107.08	VALLEY GUTTER
1037	565830.69	2229094.76	3106.48	VALLEY GUTTER
1038	565830.24	2229095.65	3106.48	VALLEY GUTTER
1039	565829.79	2229096.55	3106.48	VALLEY GUTTER
1040	566145.77	2229258.60	3107.07	EOA/EOAM
1041	566115.50	2229243.50	3107.19	EOA/EOAM
1042	566086.07	2229228.82	3107.28	EOA/EOAM
1043	566008.86	2229190.32	3106.80	EOA/EOAM
1044	565948.07	2229160.00	3106.92	EOA/EOAM
1045	565863.33	2229117.74	3106.40	EOA/EOAM
1046	566128.91	2229037.88	3106.63	TIE TO EXISTING
1047	566124.93	2229047.40	3106.66	TIE TO EXISTING
1048	566170.49	2229069.20	3108.89	CONCRETE RIBBON
1049	566171.93	2229071.53	3108.85	CONCRETE RIBBON
1050	566169.15	2229081.95	3108.75	CONCRETE RIBBON
1051	566156.28	2229110.00	3108.47	PC
1052	566115.63	2229124.34	3108.03	PT
1053	566038.11	2229063.07	3107.38	TIE TO EXISTING
1054	566024.32	2229056.14	3107.10	TIE TO EXISTING
1055	566029.92	2229079.39	3107.92	CONCRETE RIBBON
1056	566029.02	2229081.18	3107.89	CONCRETE RIBBON
1057	566015.70	2229072.59	3107.99	CONCRETE RIBBON
1058	566014.77	2229074.36	3107.96	CONCRETE RIBBON
1059	565905.08	2229018.70	3107.57	CONCRETE RIBBON
1060	565904.20	2229020.50	3107.54	CONCRETE RIBBON
1061	565895.12	2229037.59	3107.28	EOA
1062	565845.64	2229011.91	3106.91	TIE TO EXISTING
1063	565817.51	2228997.34	3106.34	TIE TO EXISTING
1064	565777.37	2229074.87	3106.32	TIE TO EXISTING
1065	565792.02	2229082.18	3106.27	EOAM
1066	565778.19	2229107.42	3106.36	EOAM
1067	565741.68	2229158.32	3105.67	EOAM
1068	565714.21	2229194.12	3104.45	EOAM

YELLOWSTONE COUNTY

SOUTH EXPO LOT CONSTRUCTION PROJECT

SOUTH EXPO LOT GRADING AND IMPROVEMENTS

BILLINGS, MT

DESIGNED BY: JMD
 DRAWN BY: ZSL
 CHECKED BY: GTR
 DATE: 8/8/2024

PROJECT NO. 2021-555

WWC ENGINEERING
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 BILLINGS, MT 59102
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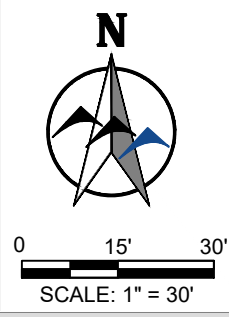
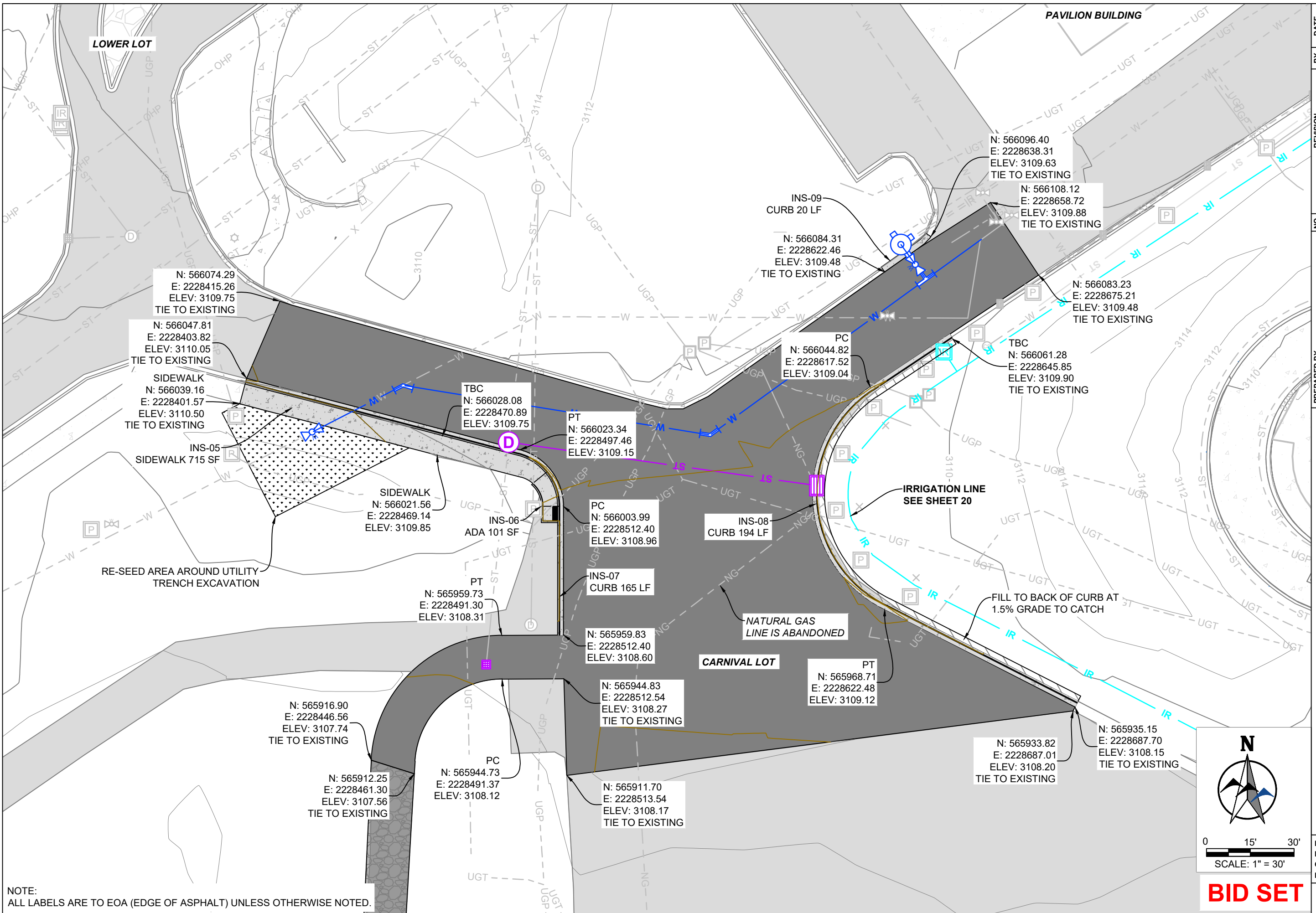
PREPARED BY

NO.	REVISION	BY	DATE

SHEET 10


BID SET

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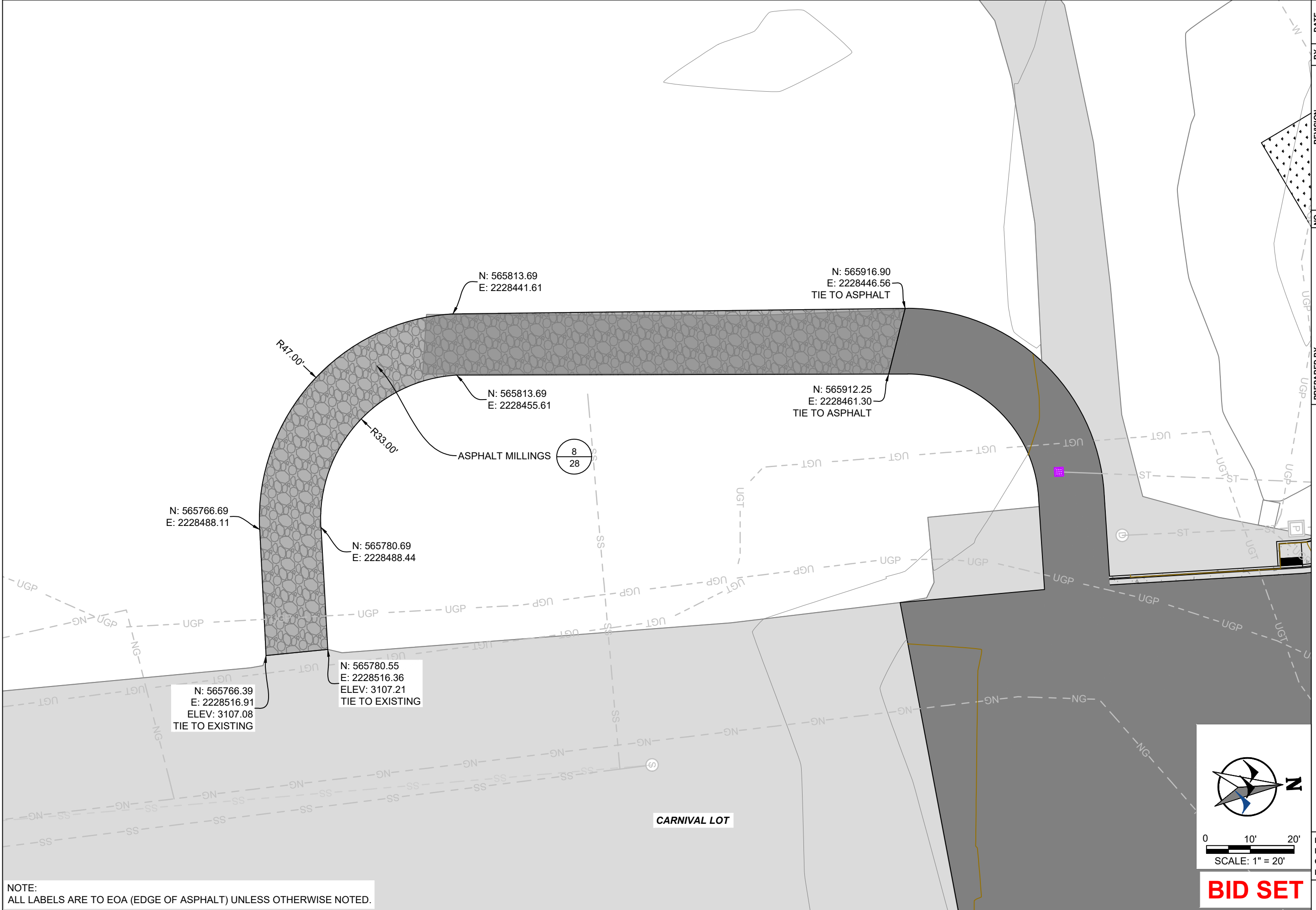
YELLOWSTONE COUNTY
SOUTH EXPO LOT CONSTRUCTION PROJECT
CARNIVAL LOT ENTRANCE GRADING AND IMPROVEMENTS
 BILLINGS, MT

DESIGNED BY: JMD
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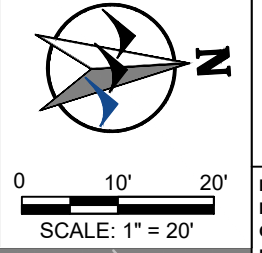
SHEET
11

PROJECT NO. 2021-555

K:\Sheridan\Yellowstone County, MT\2021555 MetraPark Infrastructure Improvements\05CAD\Sheets\PLAN_SET\05_South Expo Lot\04_IMPROVEMENTS\21555_05-IMPROV.dwg PATHWAY MILLINGS 8/8/2024 9:33:41 AM



NOTE:
ALL LABELS ARE TO EOA (EDGE OF ASPHALT) UNLESS OTHERWISE NOTED.



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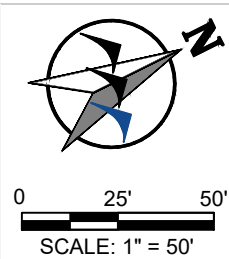
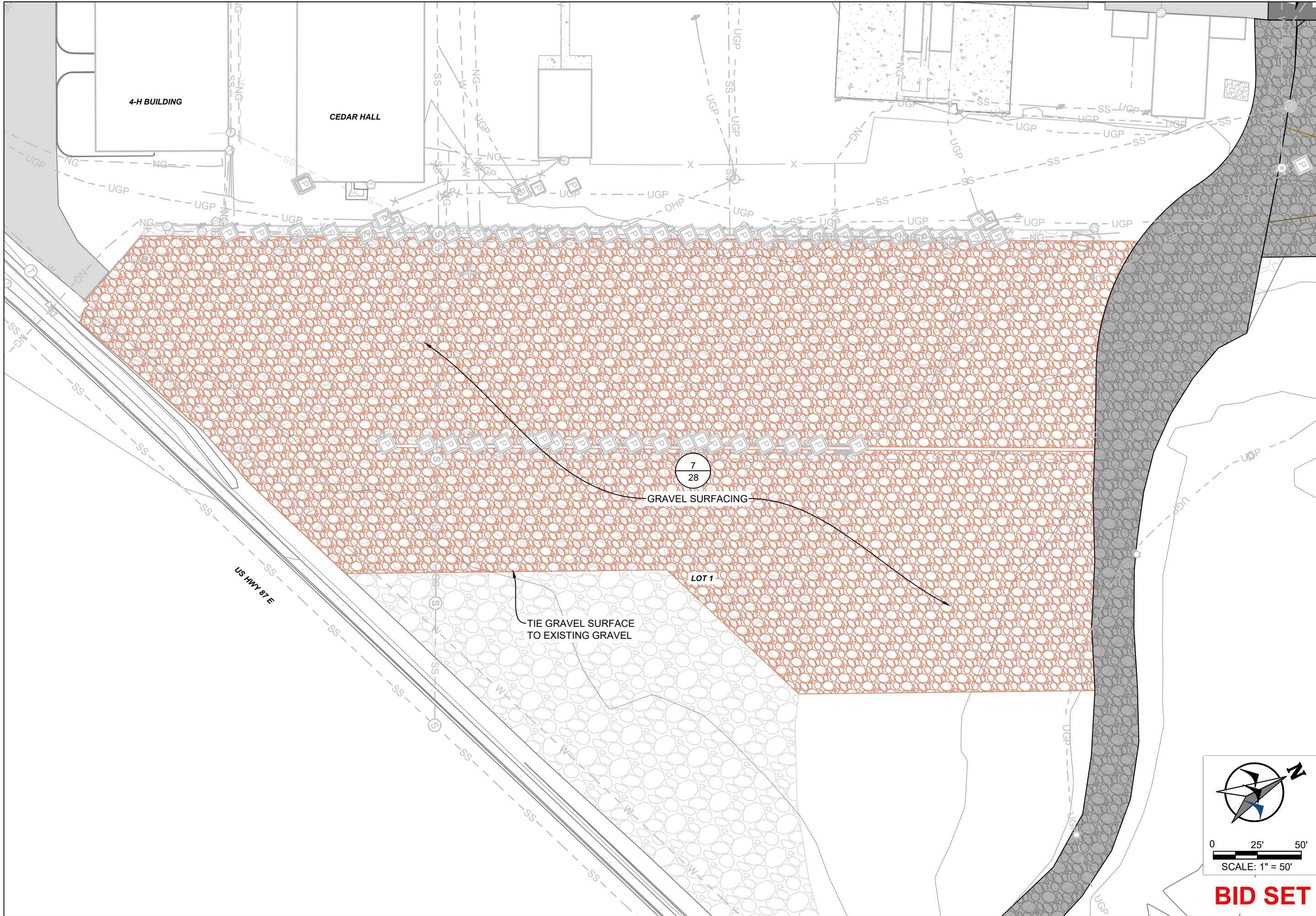
YELLOWSTONE COUNTY
 SOUTH EXPO LOT CONSTRUCTION PROJECT
PATHWAY MILLINGS ADDITION GRADING
 BILLINGS, MT

DESIGNED BY: JMD
 DRAWN BY: ZSL
 CHECKED BY: GTR
 DATE: 8/8/2024

SHEET
12

PROJECT NO. 2021-555

K:\Sheridan\Yellowstone County, MT\2021555 MetraPark Infrastructure Improvements\05CAD\Drawings\PLANS\SET\05_South Expo Lot04_IMPROVEMENTS21555_05-IMPROY.dwg GRADING (4) 8/8/2024 9:33:41 AM



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NO.	REVISION	BY	DATE

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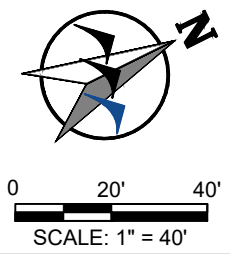
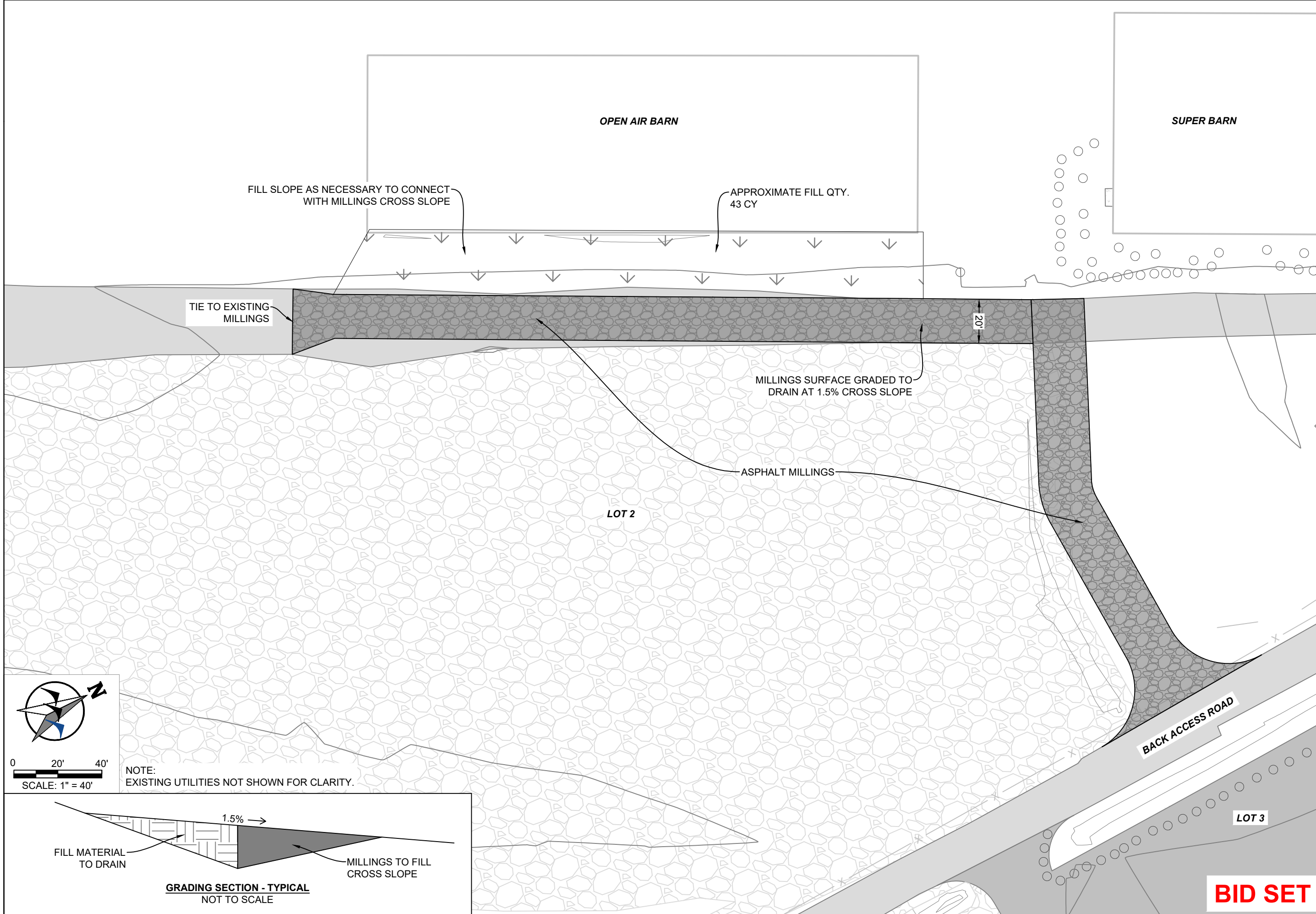
YELLOWSTONE COUNTY
 SOUTH EXPO LOT CONSTRUCTION PROJECT
LOT 1 IMPROVEMENTS
 BILLINGS, MT

DESIGNED BY: JMD
 DRAWN BY: ZSL
 CHECKED BY: GTR
 DATE: 8/8/2024

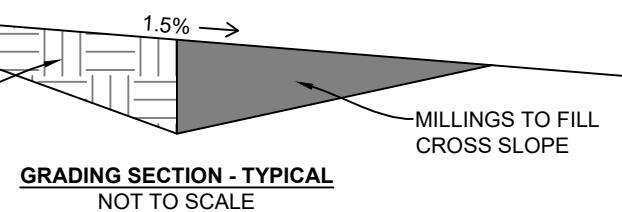
SHEET
13

PROJECT NO. 2021-555

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NOTE:
EXISTING UTILITIES NOT SHOWN FOR CLARITY.



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YELLOWSTONE COUNTY
 SOUTH EXPO LOT CONSTRUCTION PROJECT
OPEN AIR BARN ROAD IMPROVEMENTS
 BILLINGS, MT

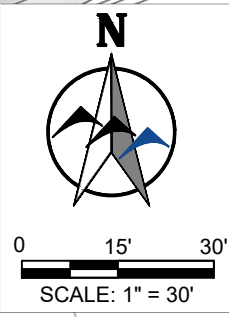
DESIGNED BY: JMD
 DRAWN BY: ZSL
 CHECKED BY: GTR
 DATE: 8/8/2024

BID SET

SHEET
14

PROJECT NO. 2021-555

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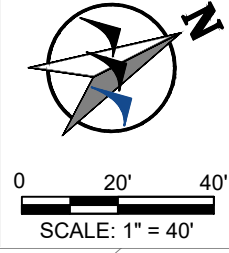
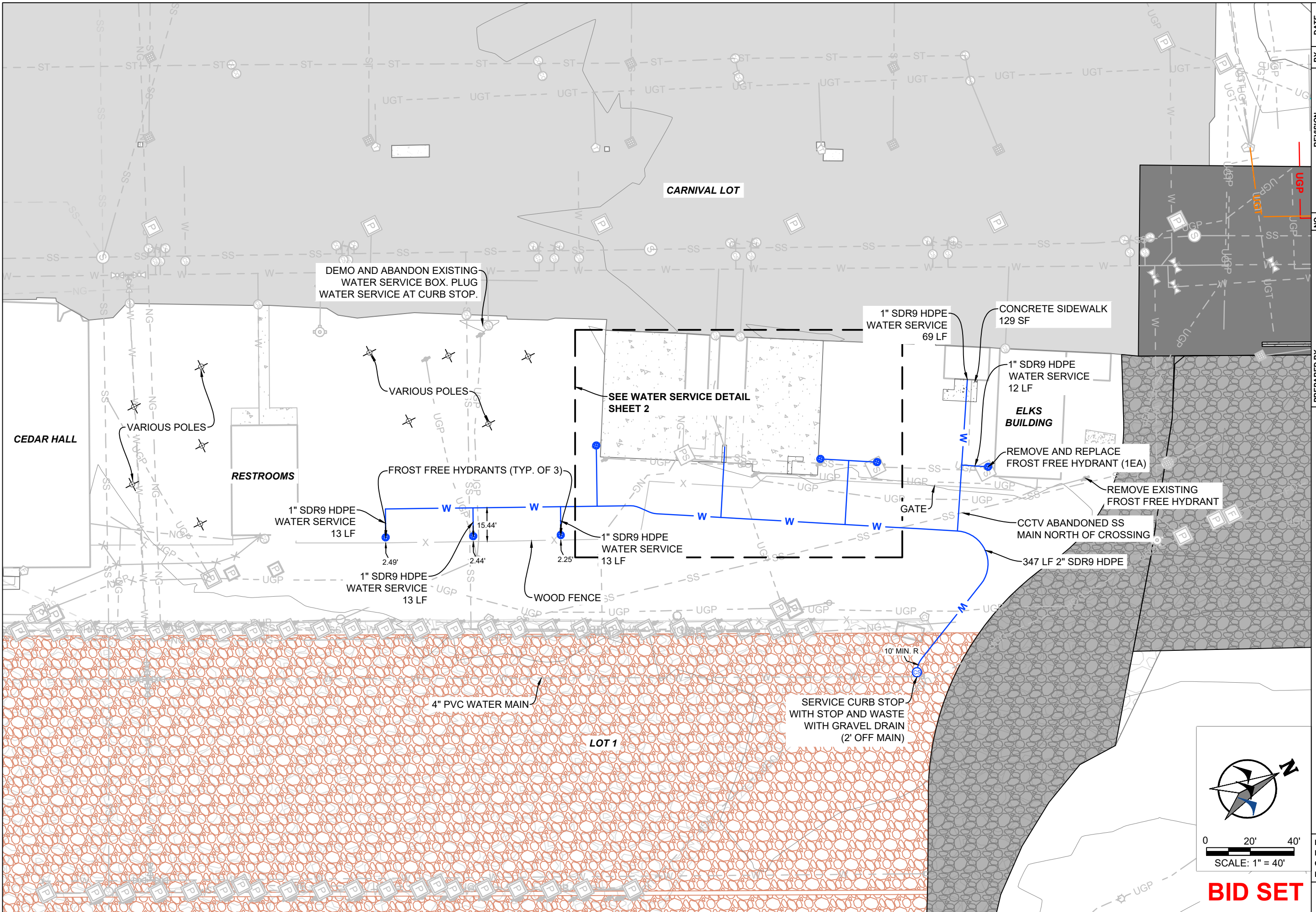
YELLOWSTONE COUNTY
 SOUTH EXPO LOT CONSTRUCTION PROJECT
CARNIVAL LOT WATER SERVICE IMPROVEMENTS
 BILLINGS, MT

DESIGNED BY: JMD
 DRAWN BY: ZSL
 CHECKED BY: GTR
 DATE: 8/8/2024

SHEET
15

PROJECT NO. 2021-555

K:\Sherridan\Yellowstone County, MT\2021555 MetraPark Infrastructure Improvements\GIS\CADD\Sheets\PLAN_SET\05_UTLITIES\21555_CO-2_BUILDING-SERVICES.dwg WATER SERVICE OVERVIEW 8/1/2024 2:49:31 PM



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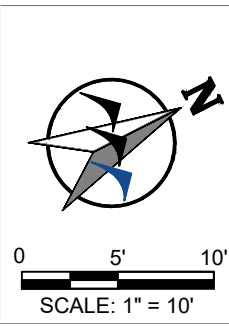
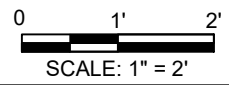
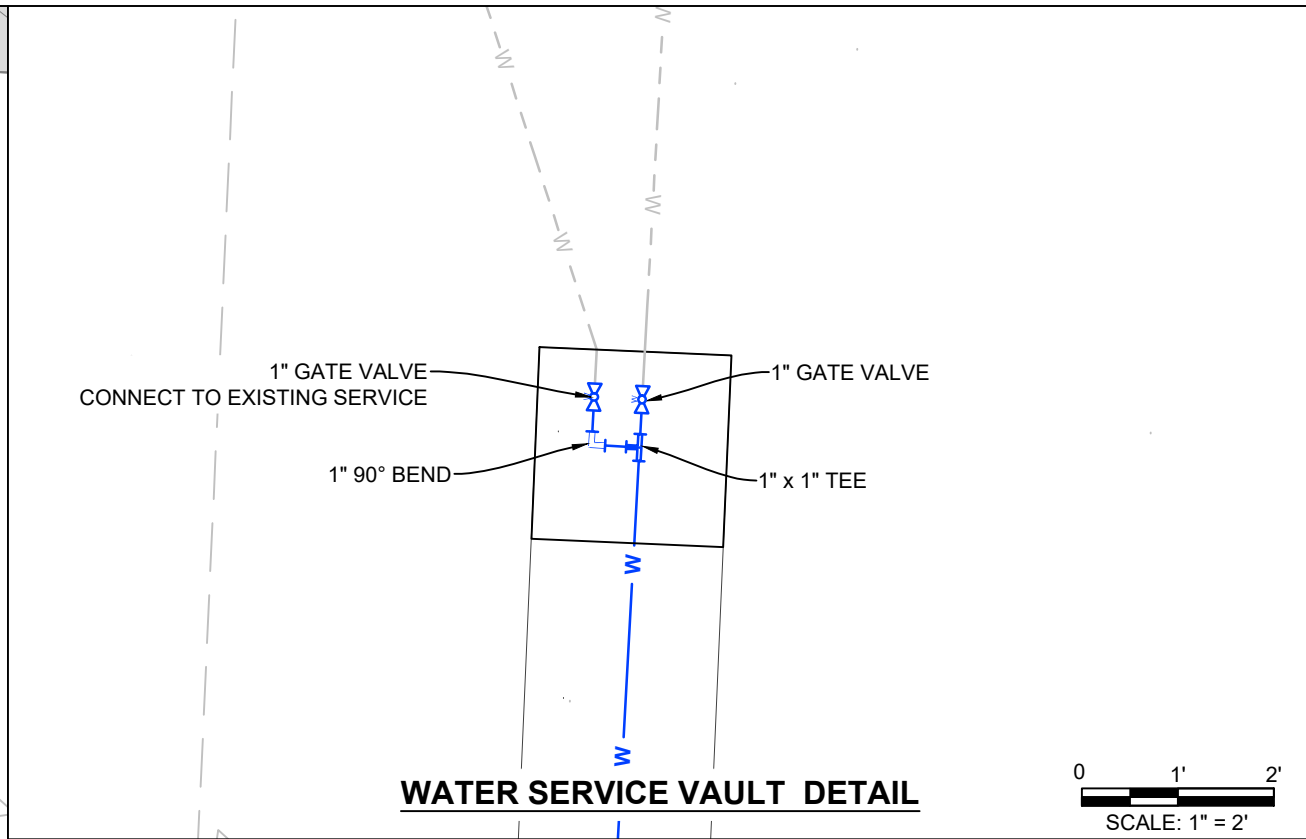
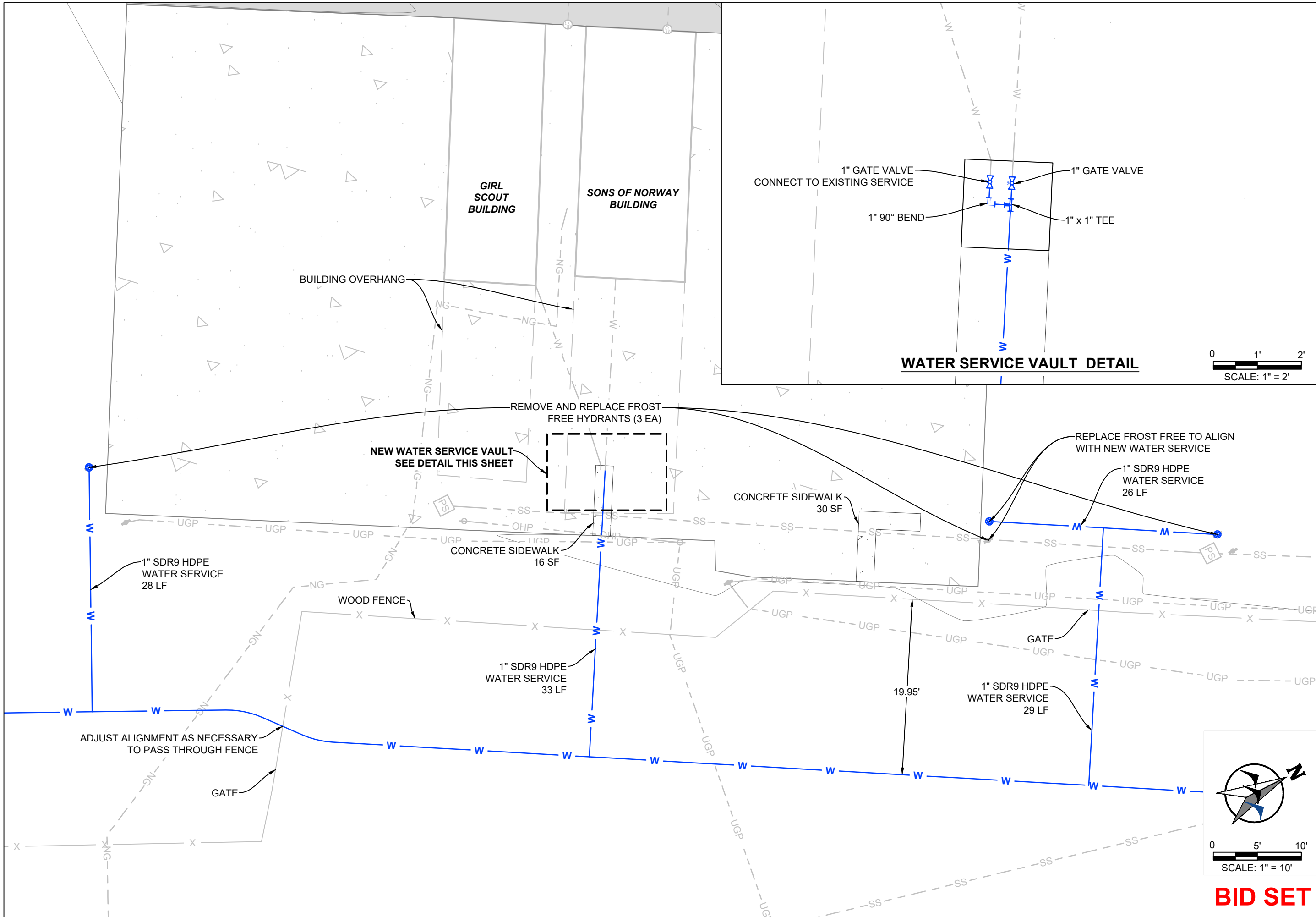
YELLOWSTONE COUNTY
 SOUTH EXPO LOT CONSTRUCTION PROJECT
CARNIVAL LOT WATER SERVICE IMPROVEMENTS
 BILLINGS, MT

DESIGNED BY: JMD
 DRAWN BY: ZSL
 CHECKED BY: GTR
 DATE: 8/8/2024

SHEET
16

PROJECT NO. 2021-555

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YELLOWSTONE COUNTY
 SOUTH EXPO LOT CONSTRUCTION PROJECT
CARNIVAL LOT WATER SERVICE IMPROVEMENTS
 BILLINGS, MT

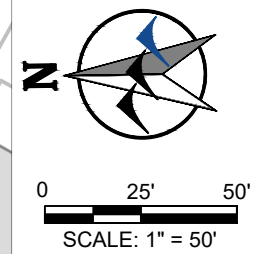
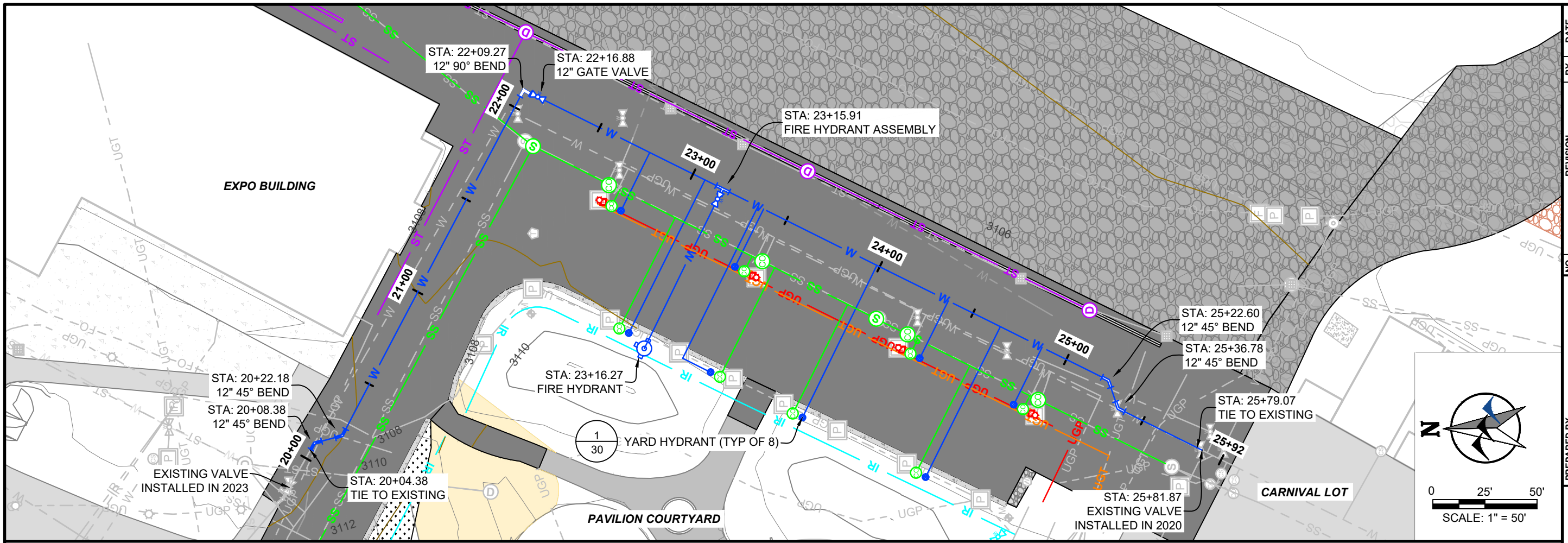
DESIGNED BY: JMD
 DRAWN BY: ZSL
 CHECKED BY: GTR
 DATE: 8/8/2024

SHEET
17

BID SET

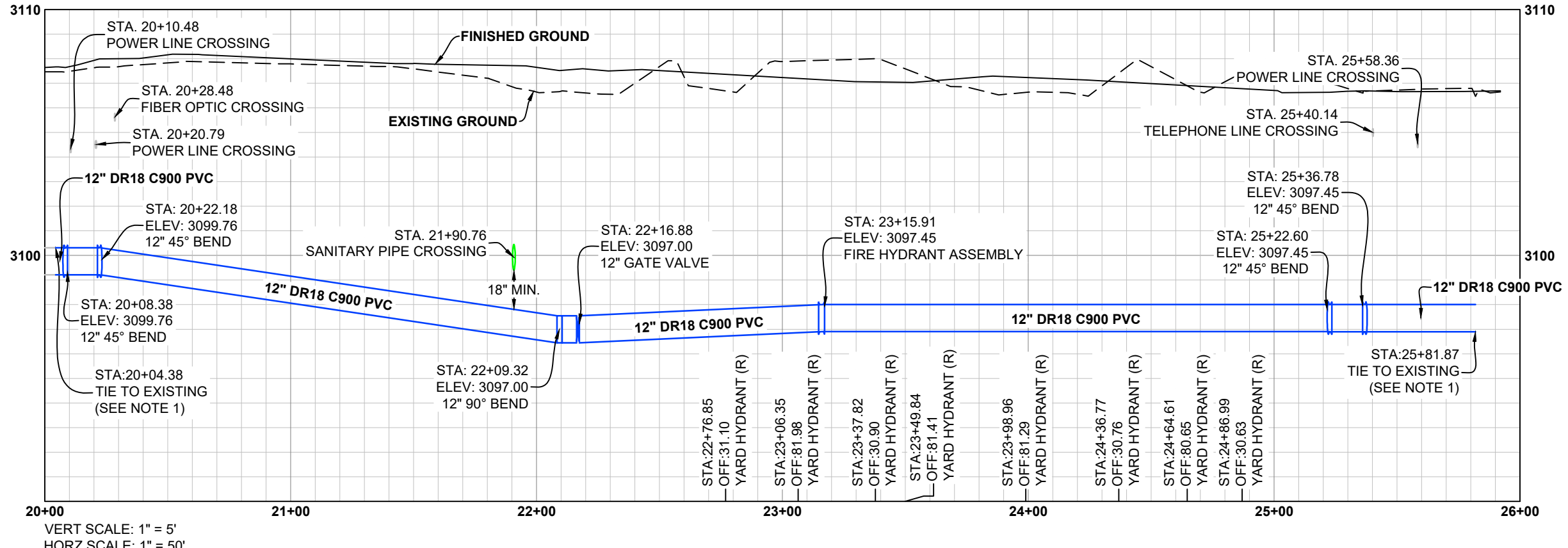
PROJECT NO. 2021-555

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NO.	REVISION	BY	DATE

PREPARED BY: **WWC ENGINEERING**
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 BILLINGS, MT 59102
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 PROJECT NO. 2021-555



- NOTES:
- CONTRACTOR SHALL LOCATE THE EXISTING WATER MAIN AND ANY UTILITIES OF CONFLICT PRIOR TO CONSTRUCTION AT THE AREAS SPECIFIED ON THE PLANS TO VERIFY DEPTH AND ALIGNMENT OF EXISTING LINES.
 - ELEVATIONS SHOWN ARE TO CENTER OF FITTING OR APPURTENANCE.

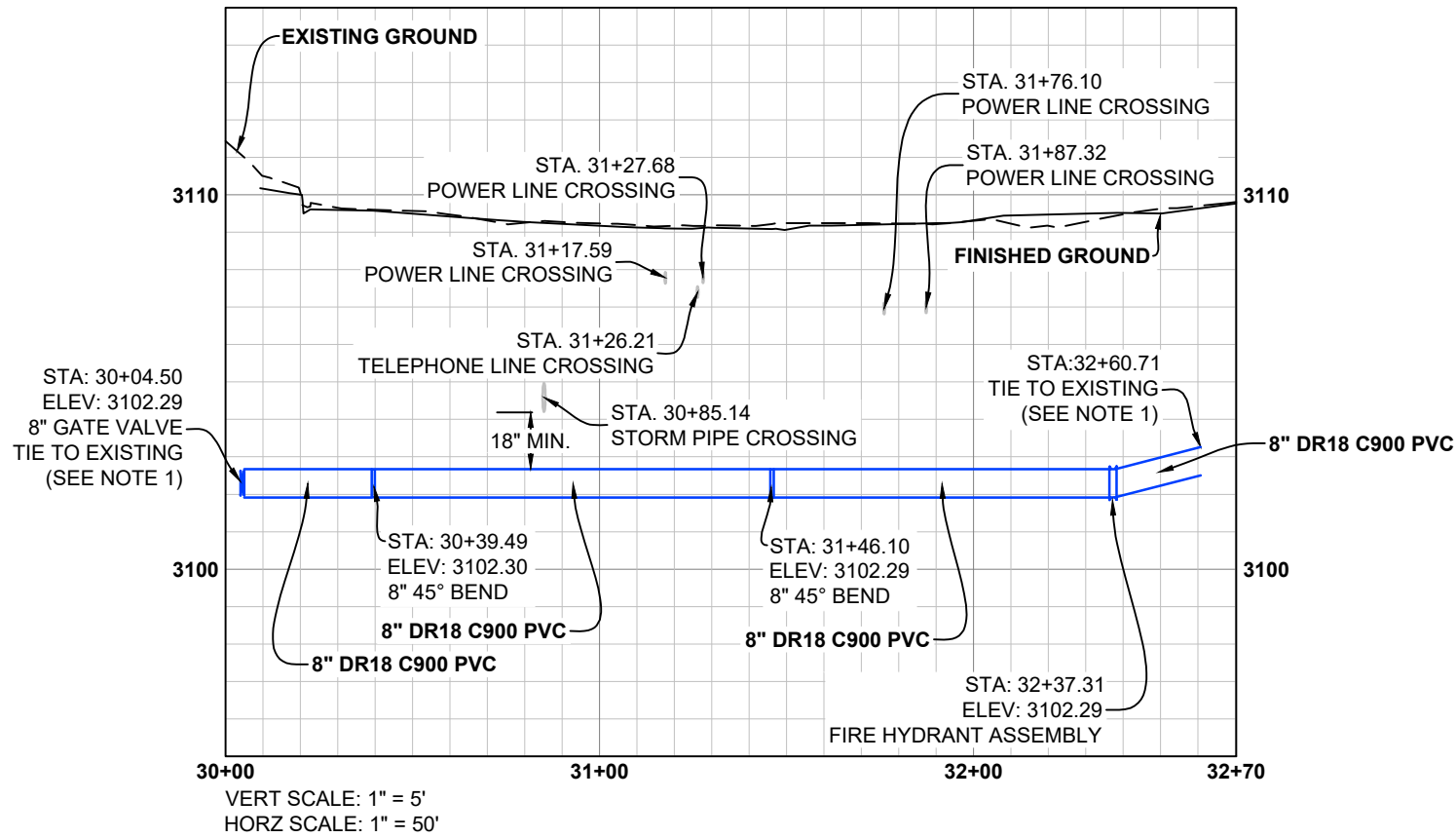
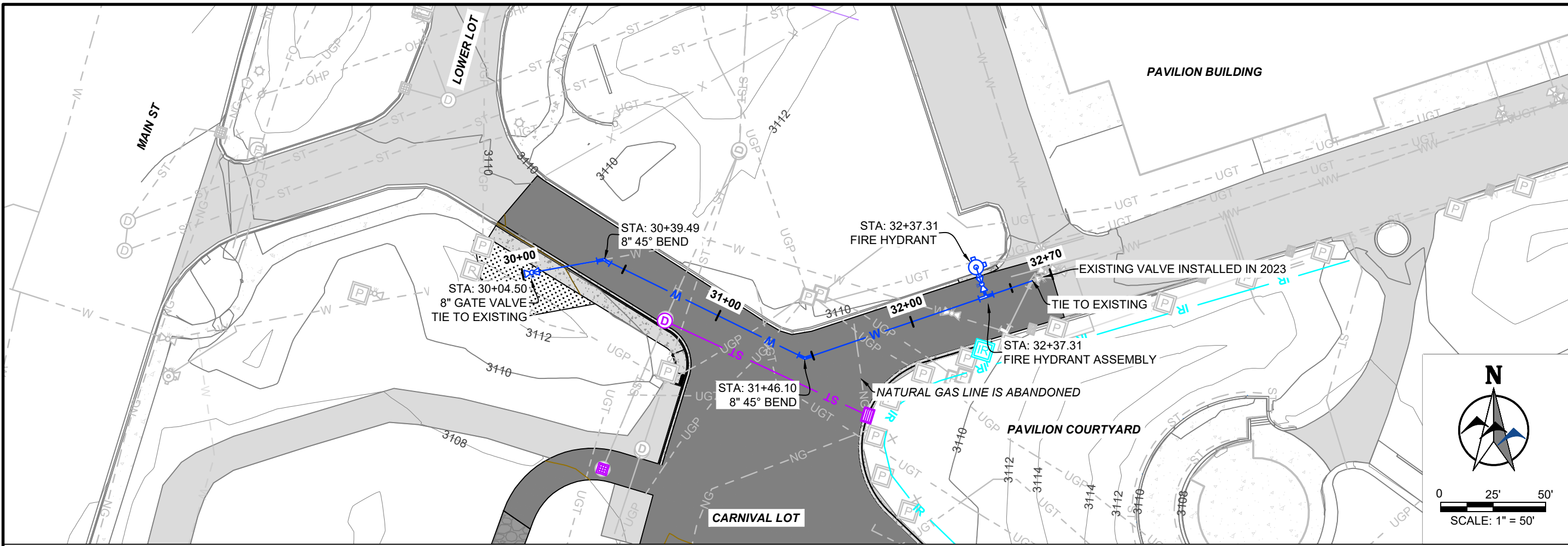
BID SET

YELLOWSTONE COUNTY
 SOUTH EXPO LOT CONSTRUCTION PROJECT
WATER PLAN AND PROFILE
 BILLINGS, MT

DESIGNED BY:	JMD
DRAWN BY:	ZSL
CHECKED BY:	GTR
DATE:	8/8/2024

SHEET 18

K:\Sheridan\Yellowstone County, MT\2021555 MetaPark Infrastructure Improvements\UGCAD\Sheets\PLAN_SET105_South Expo Lot05 UTILITIES2155_05-WATER-PP.dwg WATER-PP (2) 8/1/2024 2:48:02 PM



NOTES:

1. CONTRACTOR SHALL LOCATE THE EXISTING WATER MAIN AND ANY UTILITIES OF CONFLICT PRIOR TO CONSTRUCTION AT THE AREAS SPECIFIED ON THE PLANS TO VERIFY DEPTH AND ALIGNMENT OF EXISTING LINES.
2. ELEVATIONS SHOWN ARE TO CENTER OF FITTING OR APPURTENANCE.

NO.	REVISION	BY	DATE

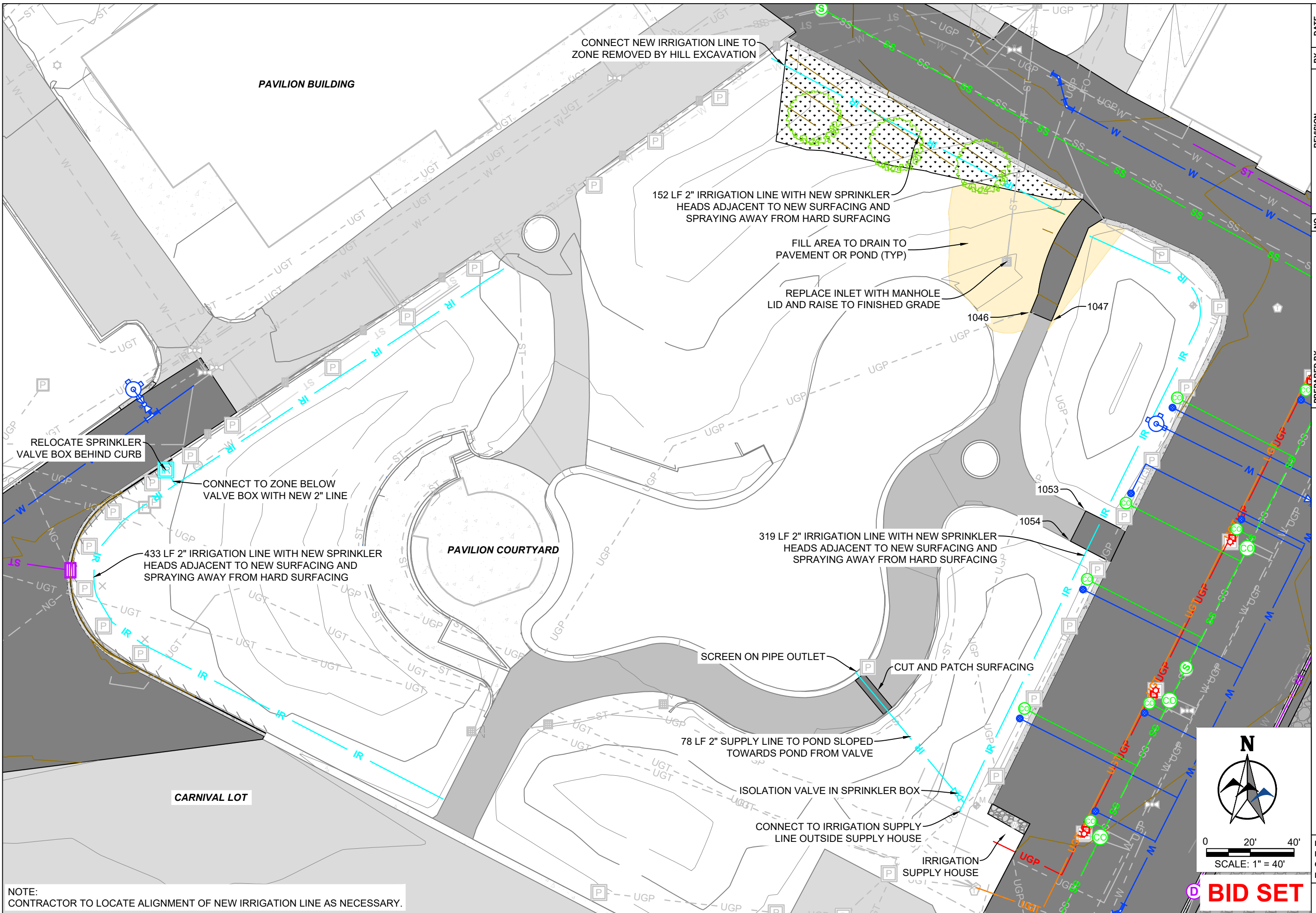
PREPARED BY
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 BILLINGS, MT 59102
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YELLOWSTONE COUNTY
SOUTH EXPO LOT CONSTRUCTION PROJECT
WATER PLAN AND PROFILE
 BILLINGS, MT

DESIGNED BY: JMD
 DRAWN BY: ZSL
 CHECKED BY: GTR
 DATE: 8/8/2024

BID SET

K:\Sheridan\Yellowstone County, MT\2021555 MetraPark Infrastructure Improvements\BSCAD\Sheets\PLAN_SET\05_South_Exp\Lat04_IMPROVEMENTS\21555_05-IMP\PROV.dwg IRRIGATION DETAIL 8/8/2024 9:33:41 AM



CONNECT NEW IRRIGATION LINE TO ZONE REMOVED BY HILL EXCAVATION

PAVILION BUILDING

152 LF 2" IRRIGATION LINE WITH NEW SPRINKLER HEADS ADJACENT TO NEW SURFACING AND SPRAYING AWAY FROM HARD SURFACING

FILL AREA TO DRAIN TO PAVEMENT OR POND (TYP)

REPLACE INLET WITH MANHOLE LID AND RAISE TO FINISHED GRADE

1046

1047

RELOCATE SPRINKLER VALVE BOX BEHIND CURB

CONNECT TO ZONE BELOW VALVE BOX WITH NEW 2" LINE

433 LF 2" IRRIGATION LINE WITH NEW SPRINKLER HEADS ADJACENT TO NEW SURFACING AND SPRAYING AWAY FROM HARD SURFACING

PAVILION COURTYARD

319 LF 2" IRRIGATION LINE WITH NEW SPRINKLER HEADS ADJACENT TO NEW SURFACING AND SPRAYING AWAY FROM HARD SURFACING

1053

1054

SCREEN ON PIPE OUTLET

CUT AND PATCH SURFACING

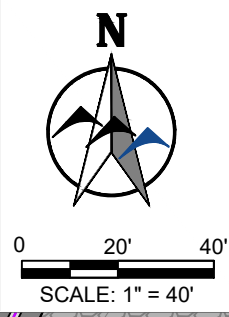
78 LF 2" SUPPLY LINE TO POND SLOPED TOWARDS POND FROM VALVE

ISOLATION VALVE IN SPRINKLER BOX

CONNECT TO IRRIGATION SUPPLY LINE OUTSIDE SUPPLY HOUSE

IRRIGATION SUPPLY HOUSE

CARNIVAL LOT



NOTE: CONTRACTOR TO LOCATE ALIGNMENT OF NEW IRRIGATION LINE AS NECESSARY.

BID SET

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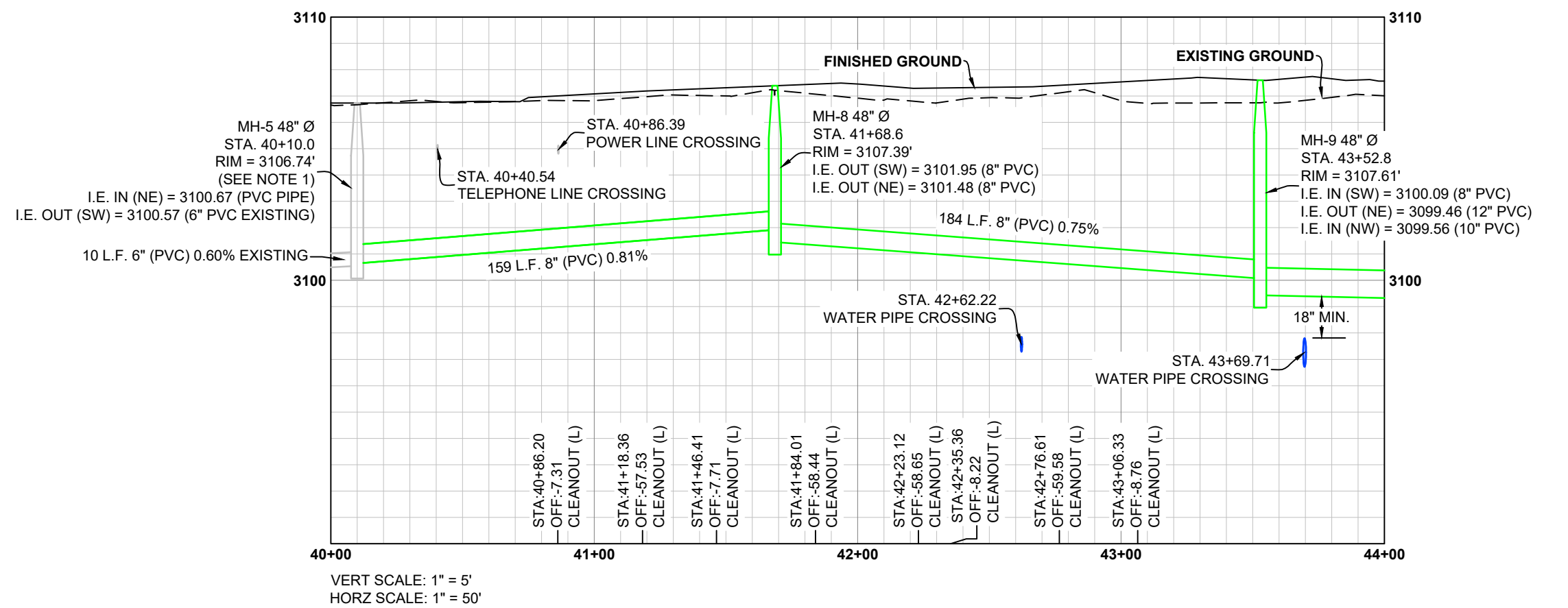
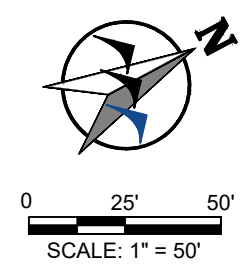
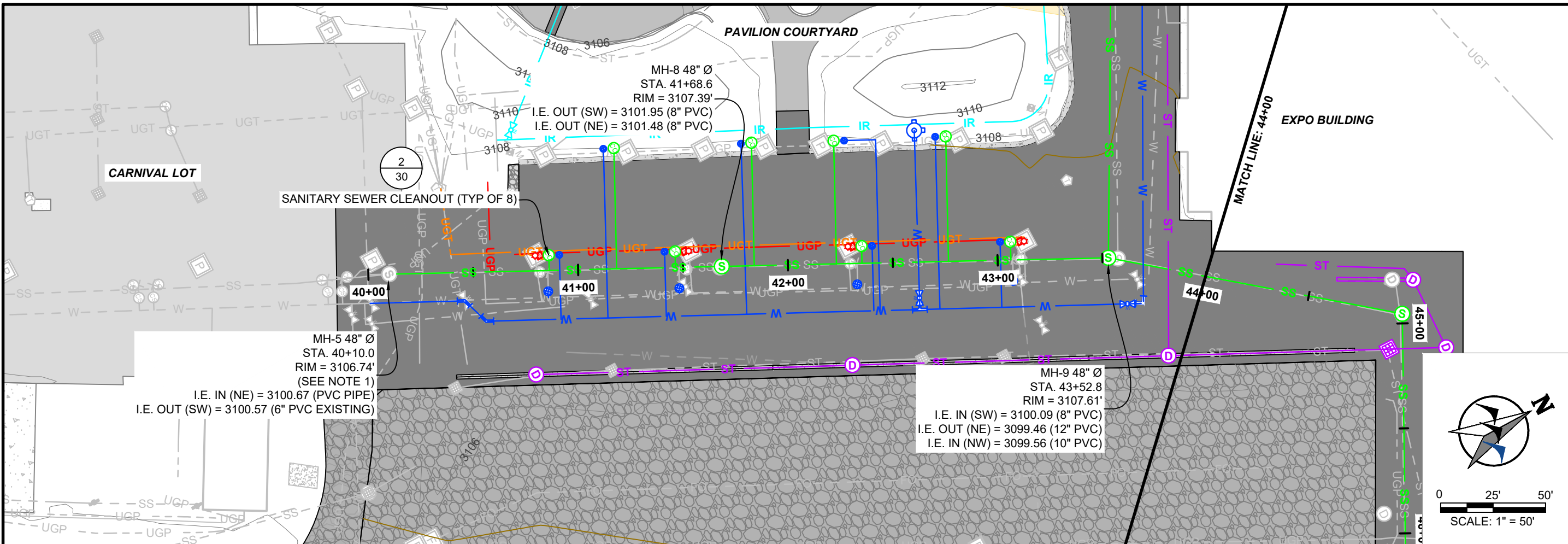
YELLOWSTONE COUNTY
 SOUTH EXPO LOT CONSTRUCTION PROJECT
PAVILION COURTYARD IRRIGATION IMPROVEMENTS
 BILLINGS, MT

DESIGNED BY: JMD
 DRAWN BY: ZSL
 CHECKED BY: GTR
 DATE: 8/8/2024

SHEET
20

PROJECT NO. 2021-555

K:\Sheridan\Yellowstone County, MT\2021555 MainPark Infrastructure Improvements\05CAD\Sheets\PLAN_SET\05_South Expo Lot\05_UTLITIES\02155_05-SSWR-PP.dwg SSWR-PP 8/1/2024 2:43:41 PM

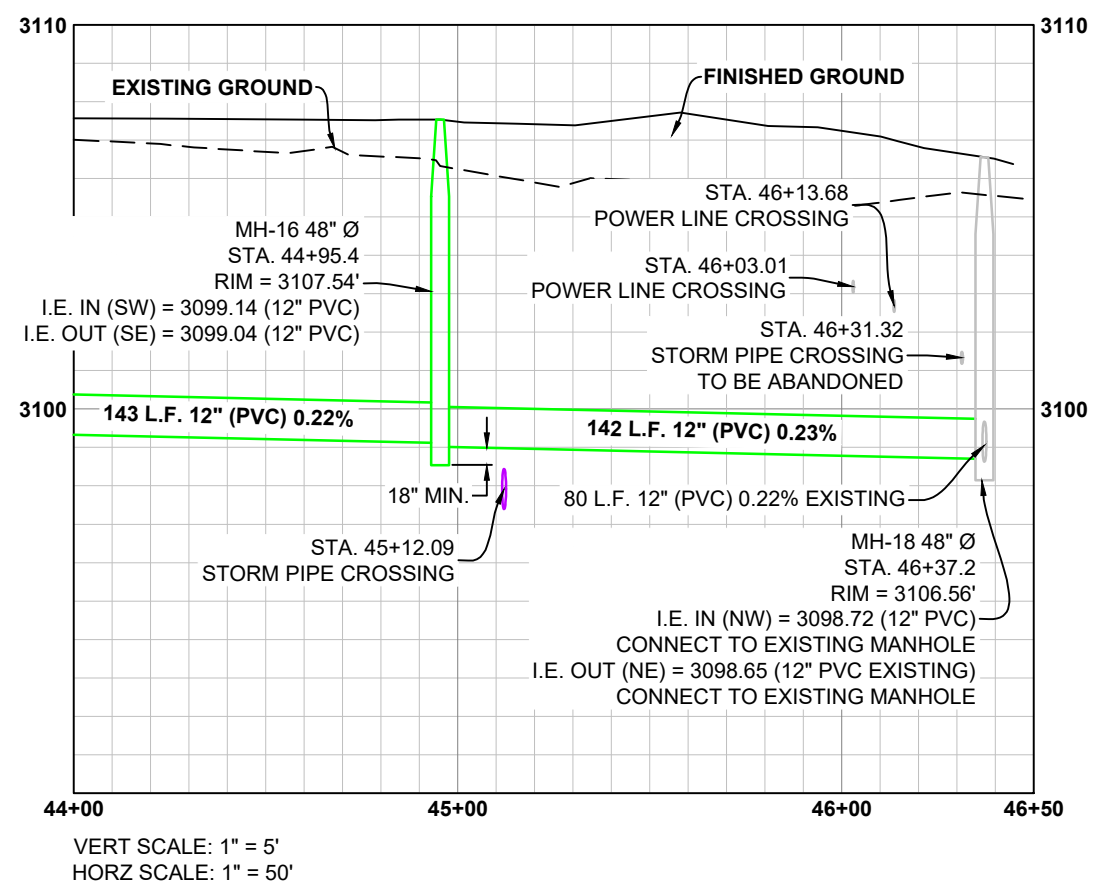
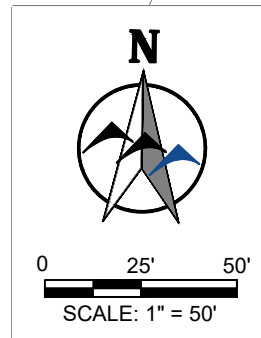


NOTE:
 1. CONNECT TO EXISTING MANHOLE. CORE OUT EXISTING 6" CONNECTION FOR NEW 8" PIPE.

BID SET

NO.	REVISION	BY	DATE
PREPARED BY WWC ENGINEERING 550 S. 24TH ST. W., SUITE 201 BILLINGS, MT 59102 (406) 894-2210 www.wwcengineering.com			
YELLOWSTONE COUNTY SOUTH EXPO LOT CONSTRUCTION PROJECT SANITARY SEWER PLAN AND PROFILE BILLINGS, MT			
DESIGNED BY: <u>JMD</u> DRAWN BY: <u>ZSL</u> CHECKED BY: <u>GTR</u> DATE: <u>8/8/2024</u>			
SHEET			21
PROJECT NO. 2021-555			

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YELLOWSTONE COUNTY
 SOUTH EXPO LOT CONSTRUCTION PROJECT
SANITARY SEWER PLAN AND PROFILE
 BILLINGS, MT

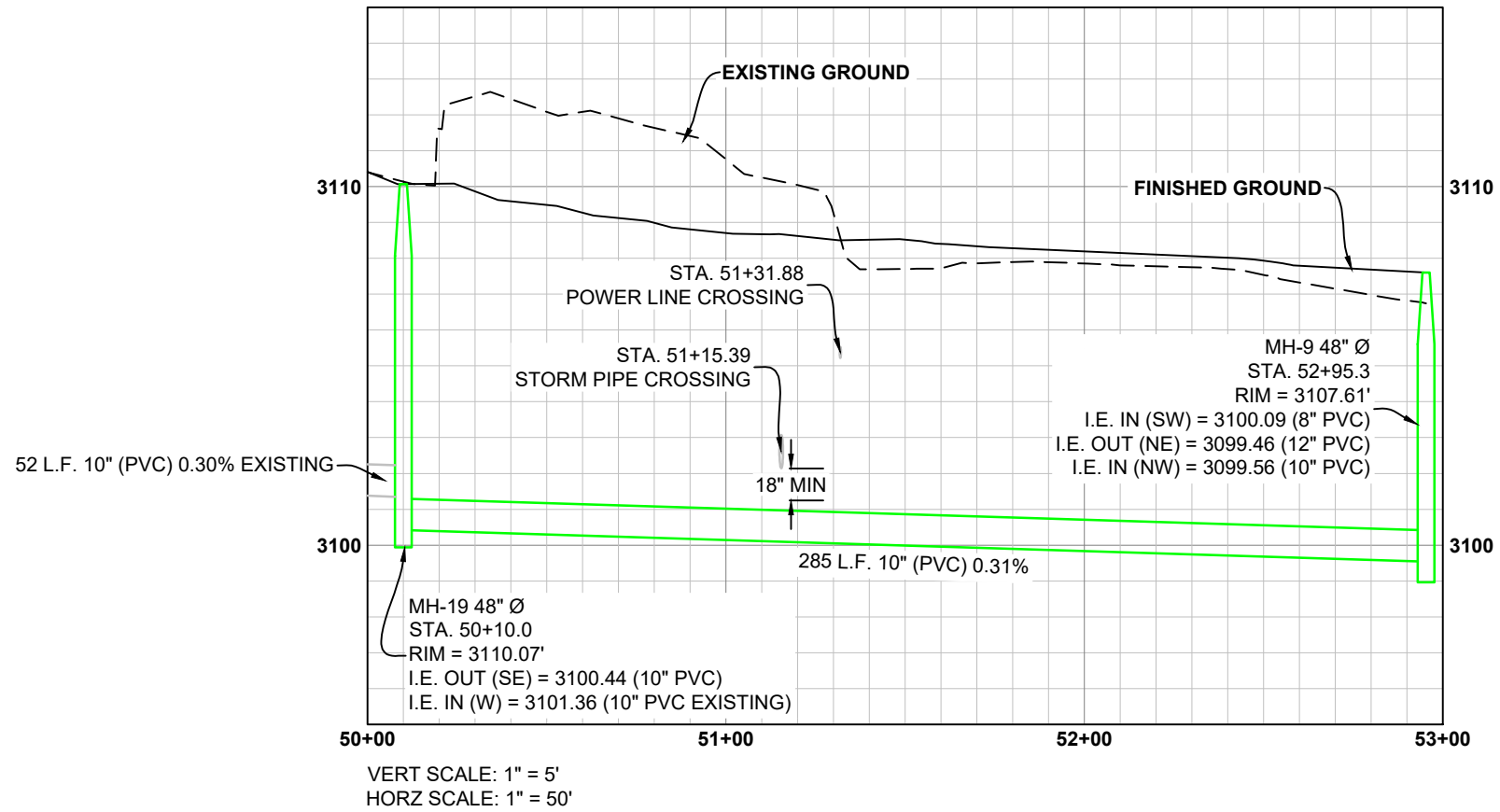
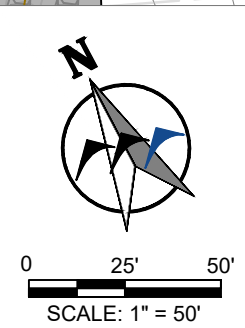
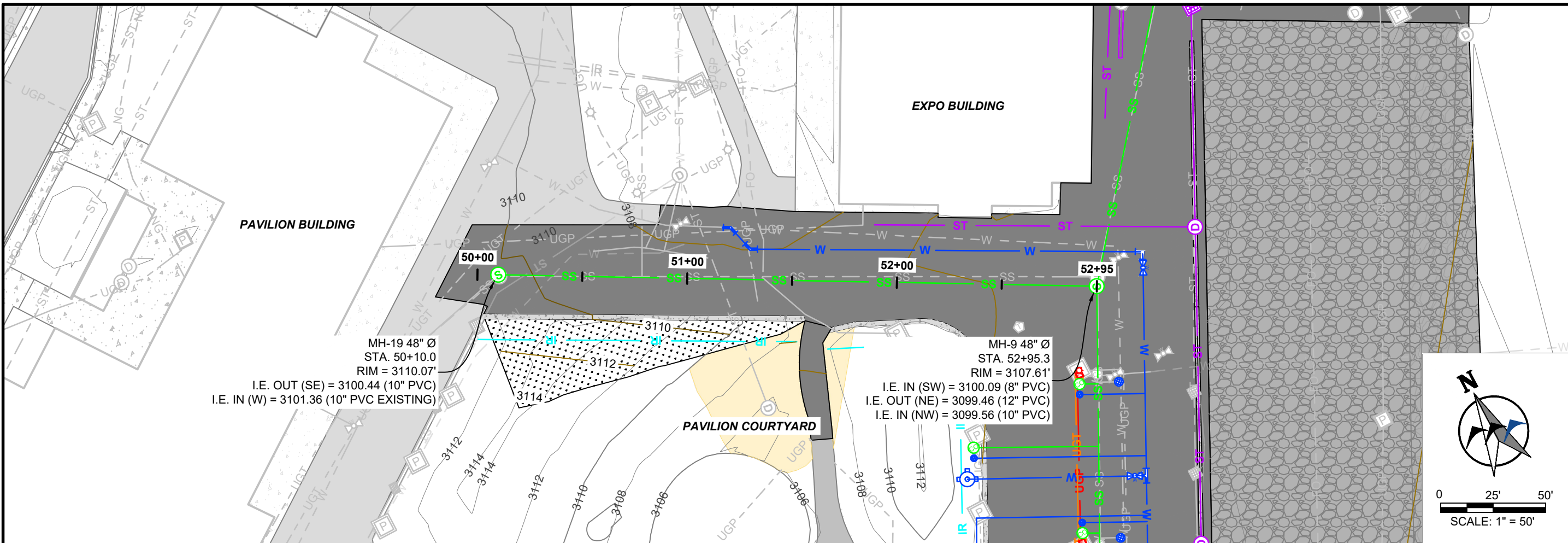
DESIGNED BY: JMD
 DRAWN BY: ZSL
 CHECKED BY: GTR
 DATE: 8/8/2024

SHEET
22

BID SET

PROJECT NO. 2021-555

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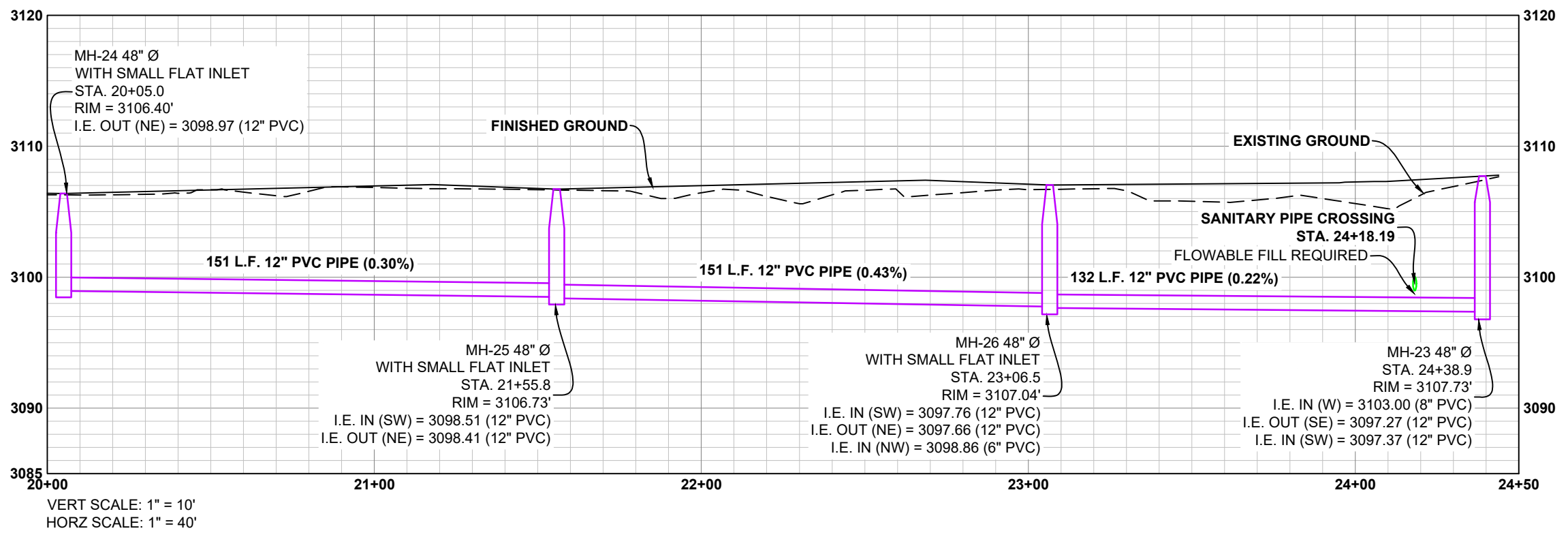
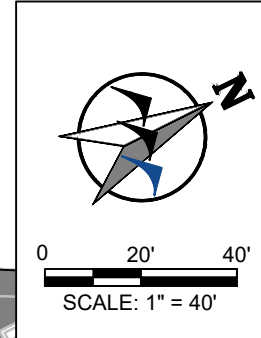
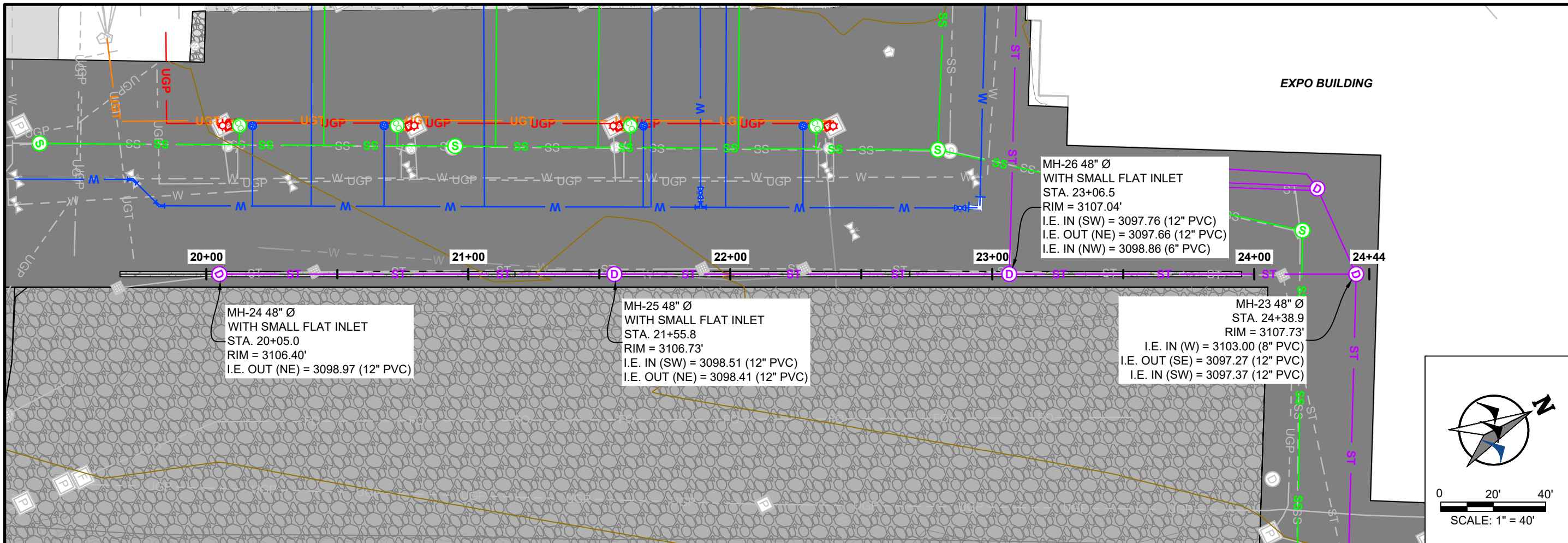
YELLOWSTONE COUNTY
 SOUTH EXPO LOT CONSTRUCTION PROJECT
SANITARY SEWER PLAN AND PROFILE
 BILLINGS, MT

DESIGNED BY: JMD
 DRAWN BY: ZSL
 CHECKED BY: GTR
 DATE: 8/8/2024

SHEET
23

BID SET

K:\Sheridan\Yellowstone County, MT\2021555 MetraPark Infrastructure Improvements\OGCAD\Sheets\PLAN_SET\05_South Expo Lot05_Utility\155_05-STRM-PP.dwg 11X17 PP (3) 8/2/2024 11:28:25 AM



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YELLOWSTONE COUNTY
 SOUTH EXPO LOT CONSTRUCTION PROJECT
STORM SEWER PLAN AND PROFILE
 BILLINGS, MT

DESIGNED BY: JMD
 DRAWN BY: ZSL
 CHECKED BY: GTR
 DATE: 8/8/2024

SHEET
24

BID SET

PROJECT NO. 2021-555

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EXPO BUILDING

1
29

MH-22 72" Ø
STA. 30+05.0
RIM = 3107.74'
(SEE DETAIL)
I.E. IN (W) = 3104.50 (6" PVC)
I.E. OUT (E) = 3104.50 (8" PVC)

MH-23 48" Ø
STA. 30+40.8
RIM = 3107.73'
I.E. IN (W) = 3103.00 (8" PVC)
I.E. OUT (SE) = 3097.27 (12" PVC)
I.E. IN (SW) = 3097.37 (12" PVC)

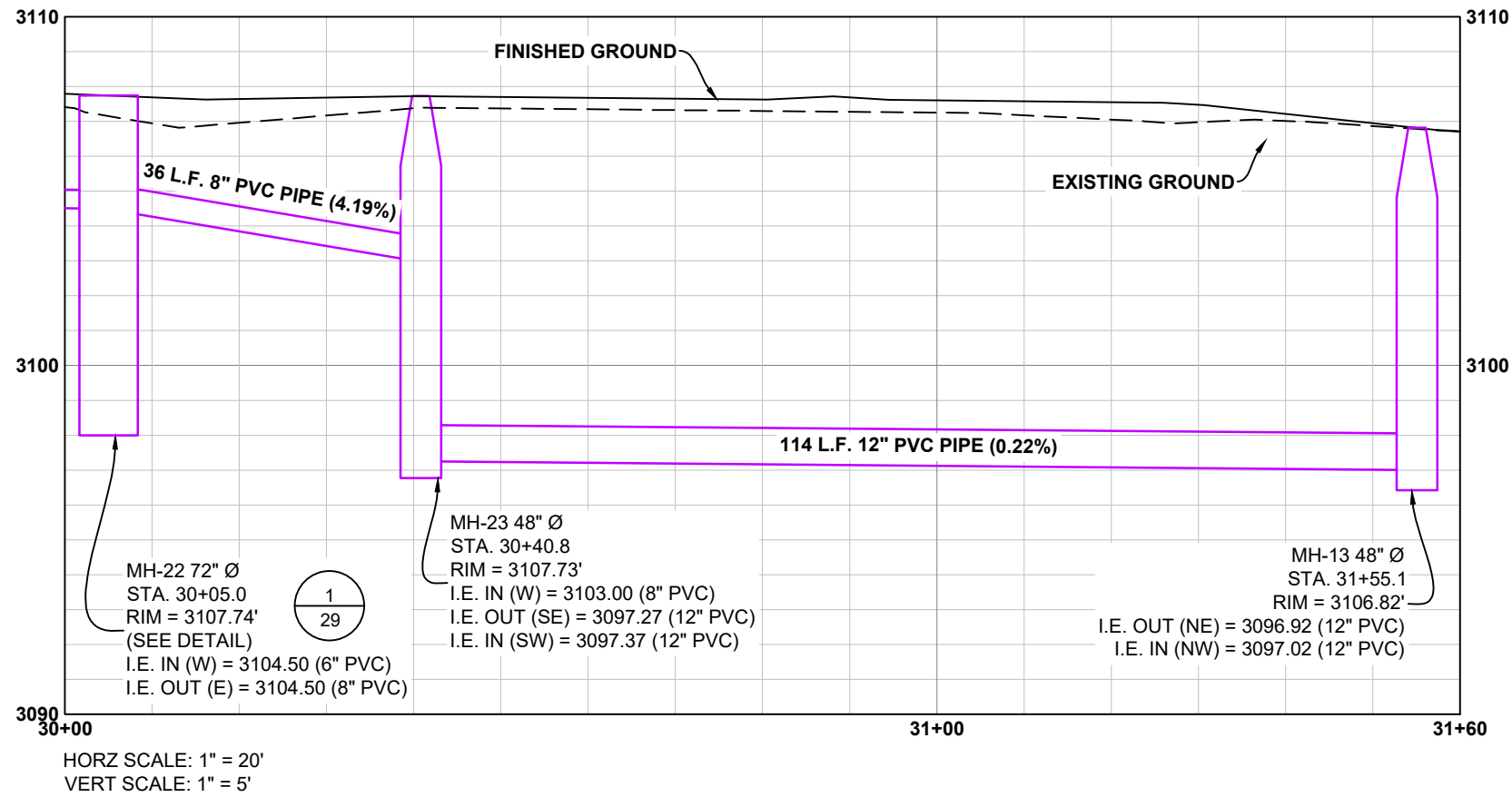
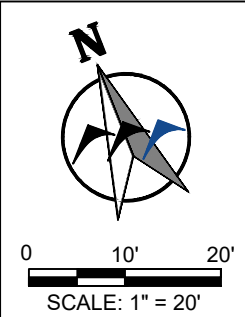
CONCRETE CHANNEL TO CONNECT
TRENCH DRAIN TO MANHOLE

TRENCH DRAIN
SEE DETAIL

9
28

EXPO ACCESS ROAD

MH-13 48" Ø
STA. 31+55.1
RIM = 3106.82'
I.E. OUT (NE) = 3096.92 (12" PVC)
I.E. IN (NW) = 3097.02 (12" PVC)



HORZ SCALE: 1" = 20'
VERT SCALE: 1" = 5'

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YELLOWSTONE COUNTY
SOUTH EXPO LOT CONSTRUCTION PROJECT
STORM SEWER PLAN AND PROFILE
BILLINGS, MT

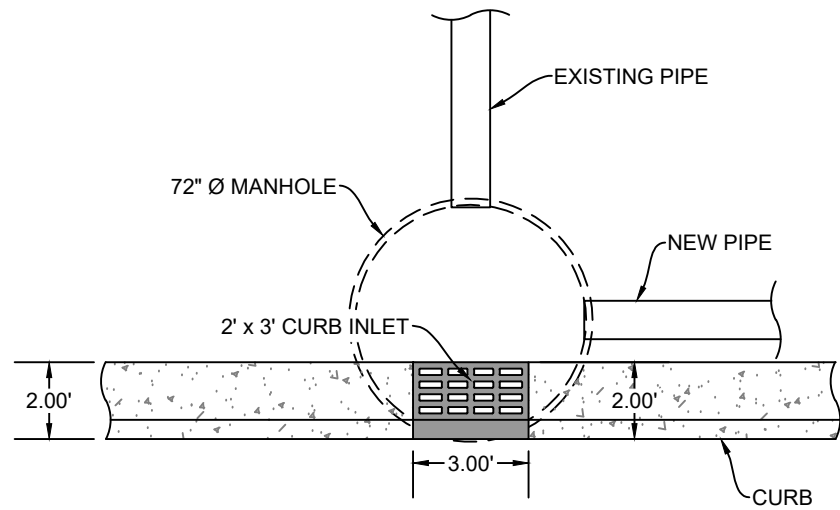
DESIGNED BY: JMD
DRAWN BY: ZSL
CHECKED BY: GTR
DATE: 8/8/2024

SHEET
25

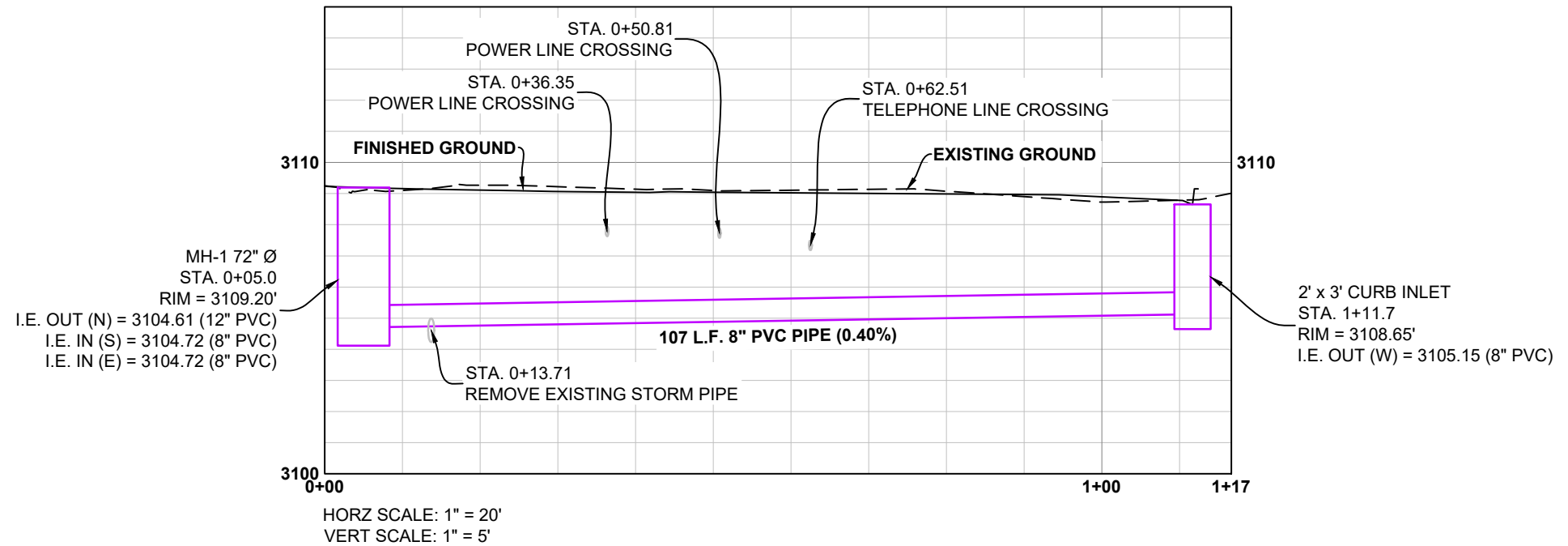
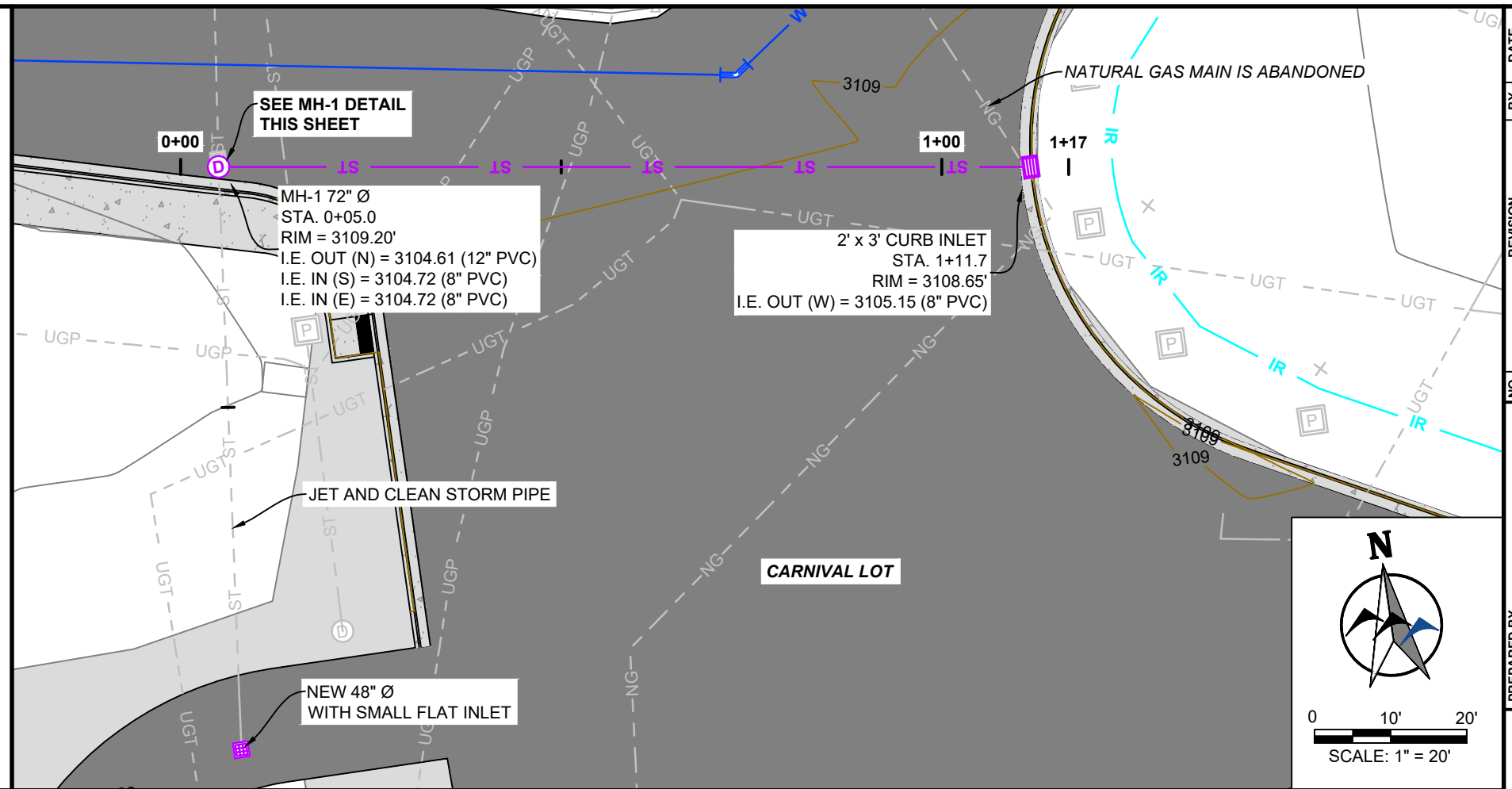
BID SET

PROJECT NO. 2021-565

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MH-1 DETAIL



NO.	REVISION	BY	DATE

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 BILLINGS, MT 59102
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PROJECT NO. 2021-565

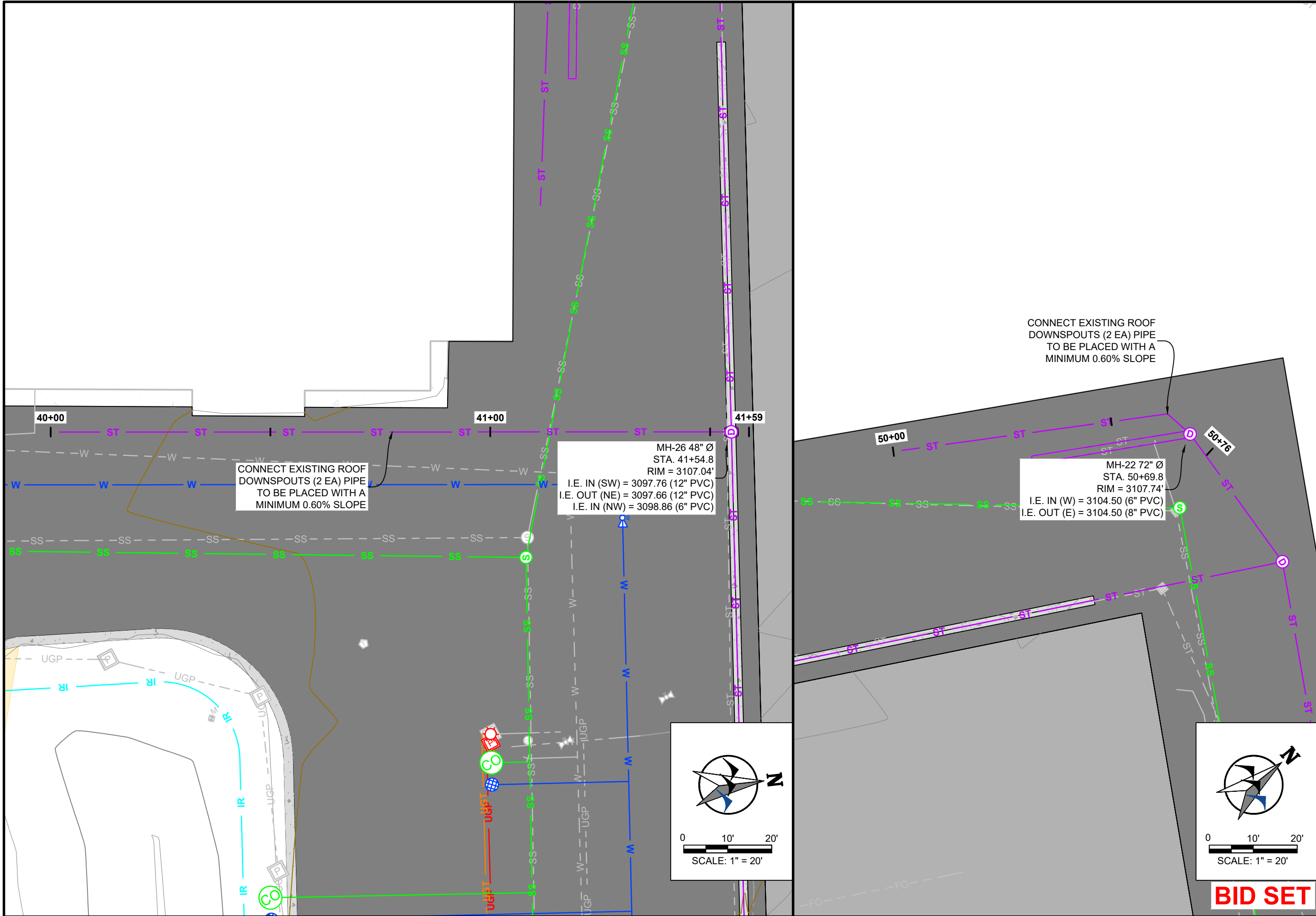
YELLOWSTONE COUNTY
 SOUTH EXPO LOT CONSTRUCTION PROJECT
STORM SEWER PLAN AND PROFILE
 BILLINGS, MT

DESIGNED BY: JMD
 DRAWN BY: ZSL
 CHECKED BY: GTR
 DATE: 8/8/2024

SHEET
26

BID SET

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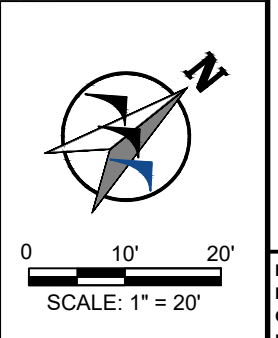
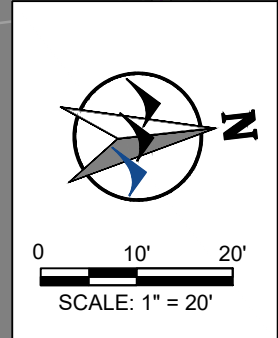


CONNECT EXISTING ROOF
DOWNSPOUTS (2 EA) PIPE
TO BE PLACED WITH A
MINIMUM 0.60% SLOPE

MH-26 48" Ø
STA. 41+54.8
RIM = 3107.04'
I.E. IN (SW) = 3097.76 (12" PVC)
I.E. OUT (NE) = 3097.66 (12" PVC)
I.E. IN (NW) = 3098.86 (6" PVC)

CONNECT EXISTING ROOF
DOWNSPOUTS (2 EA) PIPE
TO BE PLACED WITH A
MINIMUM 0.60% SLOPE

MH-22 72" Ø
STA. 50+69.8
RIM = 3107.74'
I.E. IN (W) = 3104.50 (6" PVC)
I.E. OUT (E) = 3104.50 (8" PVC)



BID SET

NO.	REVISION	BY	DATE

PREPARED BY
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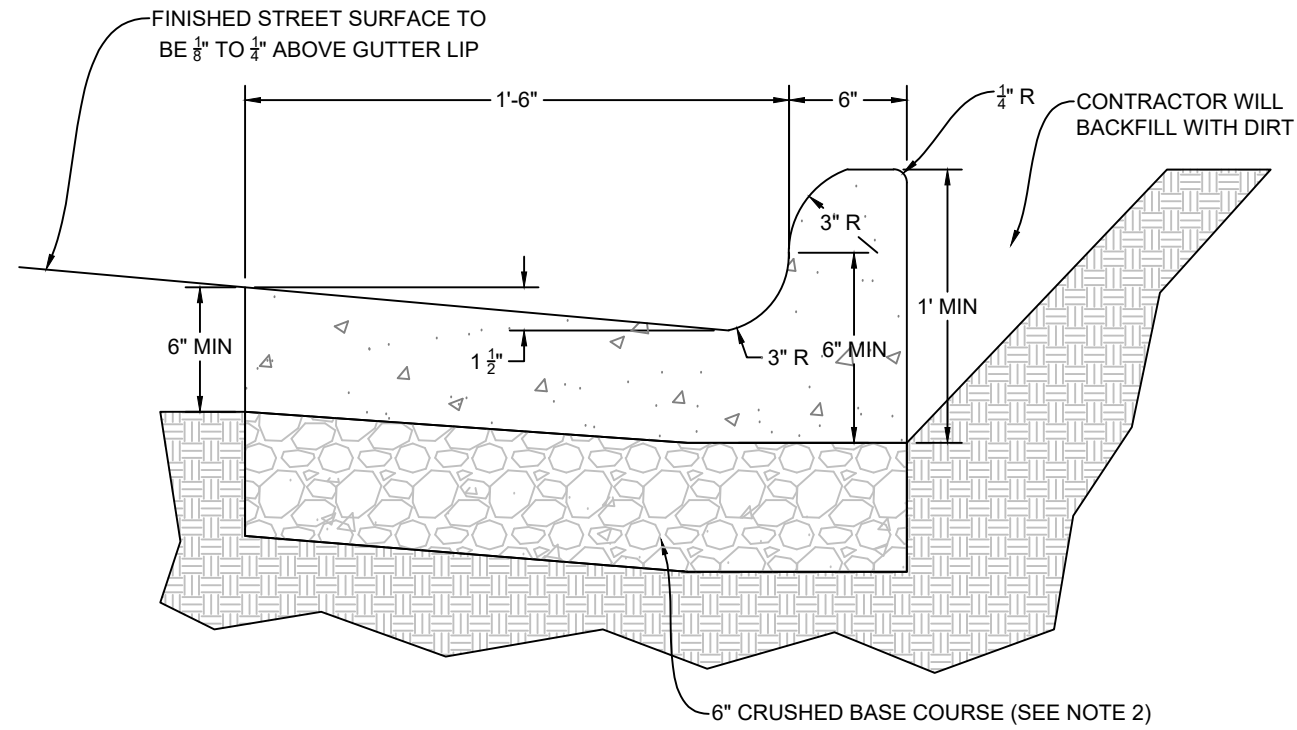
YELLOWSTONE COUNTY
SOUTH EXPO LOT CONSTRUCTION PROJECT
STORM SEWER PLAN AND PROFILE
BILLINGS, MT

DESIGNED BY: JMD
DRAWN BY: ZSL
CHECKED BY: GTR
DATE: 8/8/2024

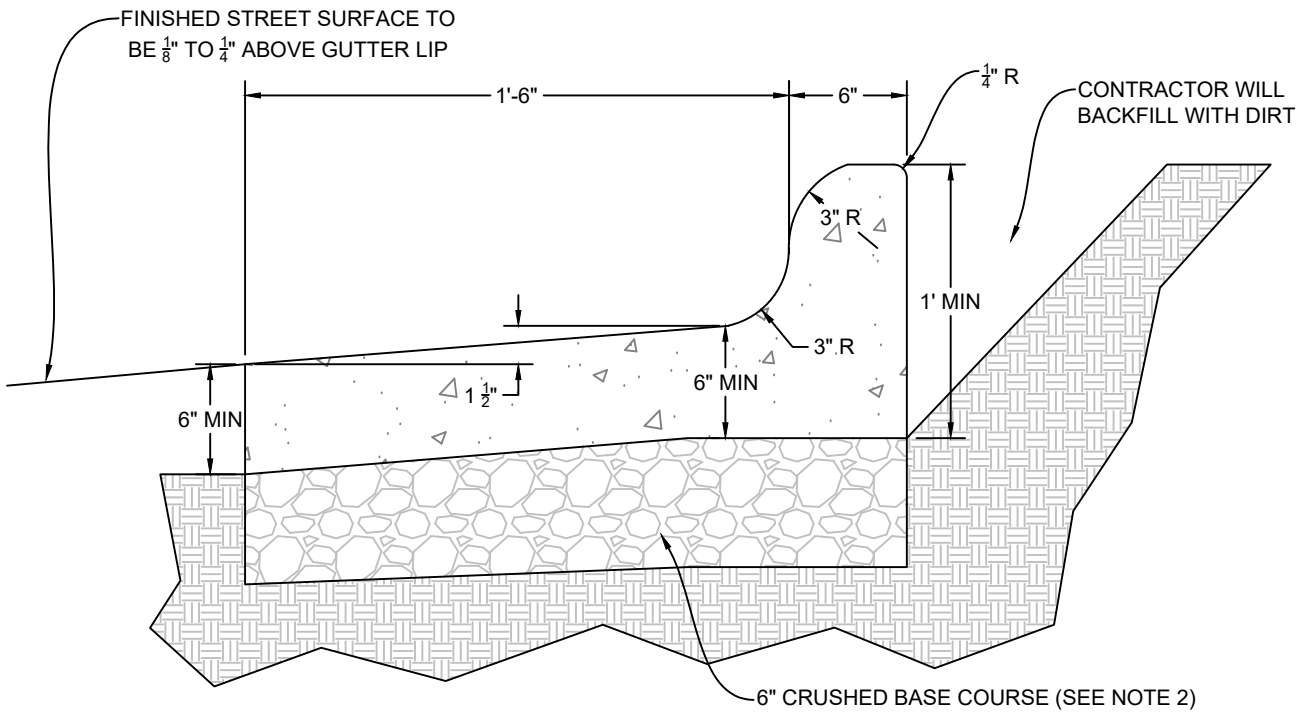
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27

PROJECT NO. 2021-555

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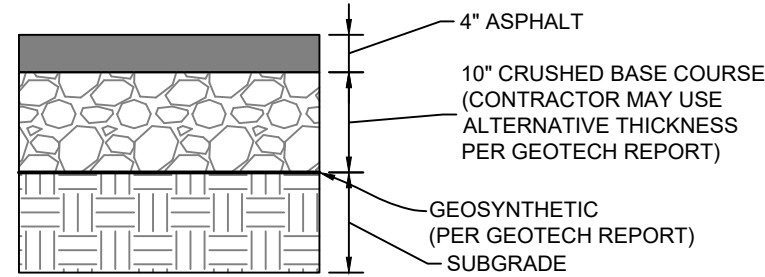


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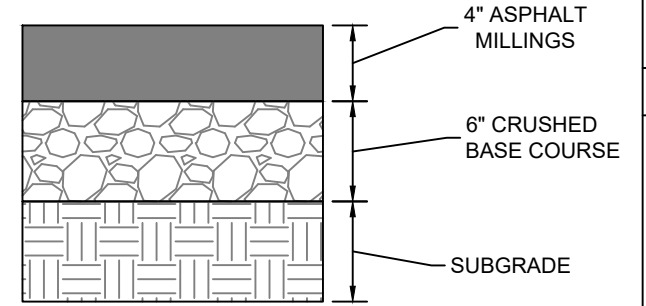


2 SPILL CURB SECTION DETAIL
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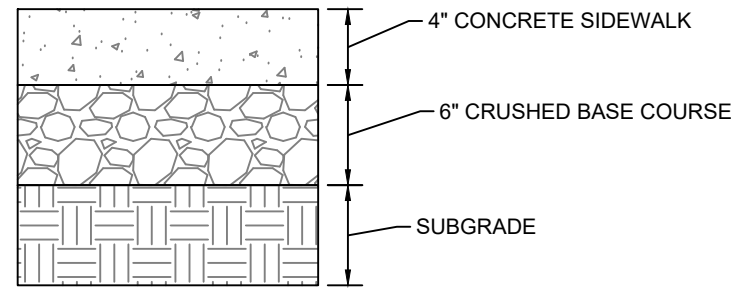
- NOTES:**
- EXCAVATION REQUIRED FOR CURB AND GUTTER SHALL BE INCIDENTAL TO THE "COMBINED CONCRETE CURB AND GUTTER" BID ITEM AS OUTLINED IN THE SPECIAL PROVISIONS.
 - FOR NEW STREET CONSTRUCTION, EXTEND CRUSHED BASE COURSE TO THE BACK OF THE CURB. MINIMUM THICKNESS OF CRUSHED BASE COURSE BENEATH CURB AND GUTTER SHALL BE 6". FOR CURB AND GUTTER REPLACEMENT PROJECTS, PROVIDE A MINIMUM OF 6" OF CRUSHED BASE COURSE BENEATH NEW CURB AND GUTTER.



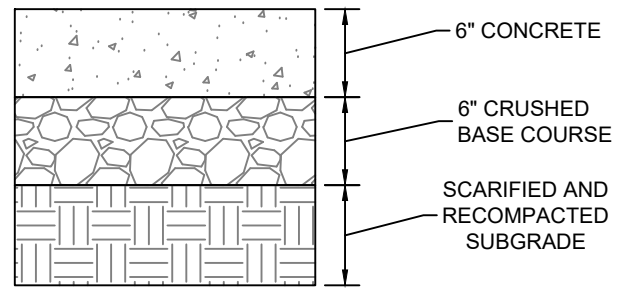
3 4" ASPHALT PAVEMENT - 10" CRUSHED BASE
NOT TO SCALE



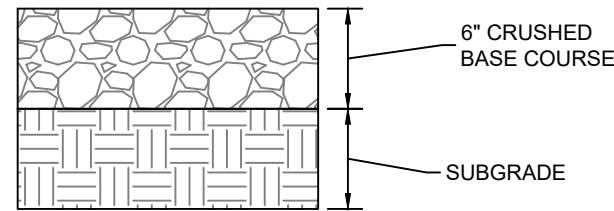
4 4" ASPHALT MILLINGS - 6" CRUSHED BASE
NOT TO SCALE



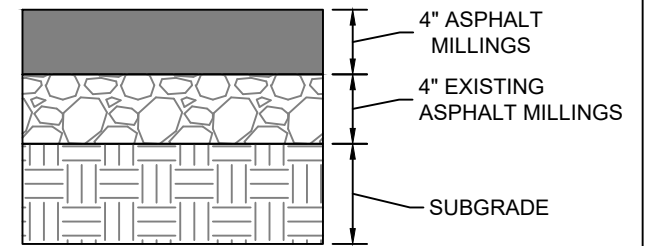
5 CONCRETE SIDEWALK - TYPICAL SECTION
NOT TO SCALE



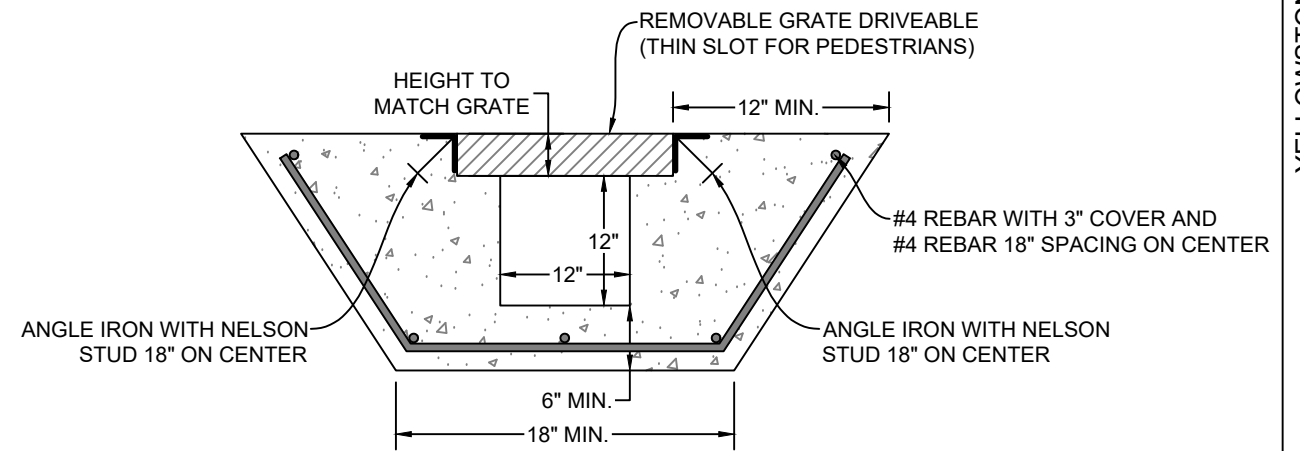
6 CONCRETE RIBBON - TYPICAL SECTION
NOT TO SCALE



7 GRAVEL SURFACING - TYPICAL SECTION
NOT TO SCALE



8 4" ASPHALT MILLINGS - 4" EXISTING MILLINGS
NOT TO SCALE



9 TRENCH GRATE DETAIL
NOT TO SCALE

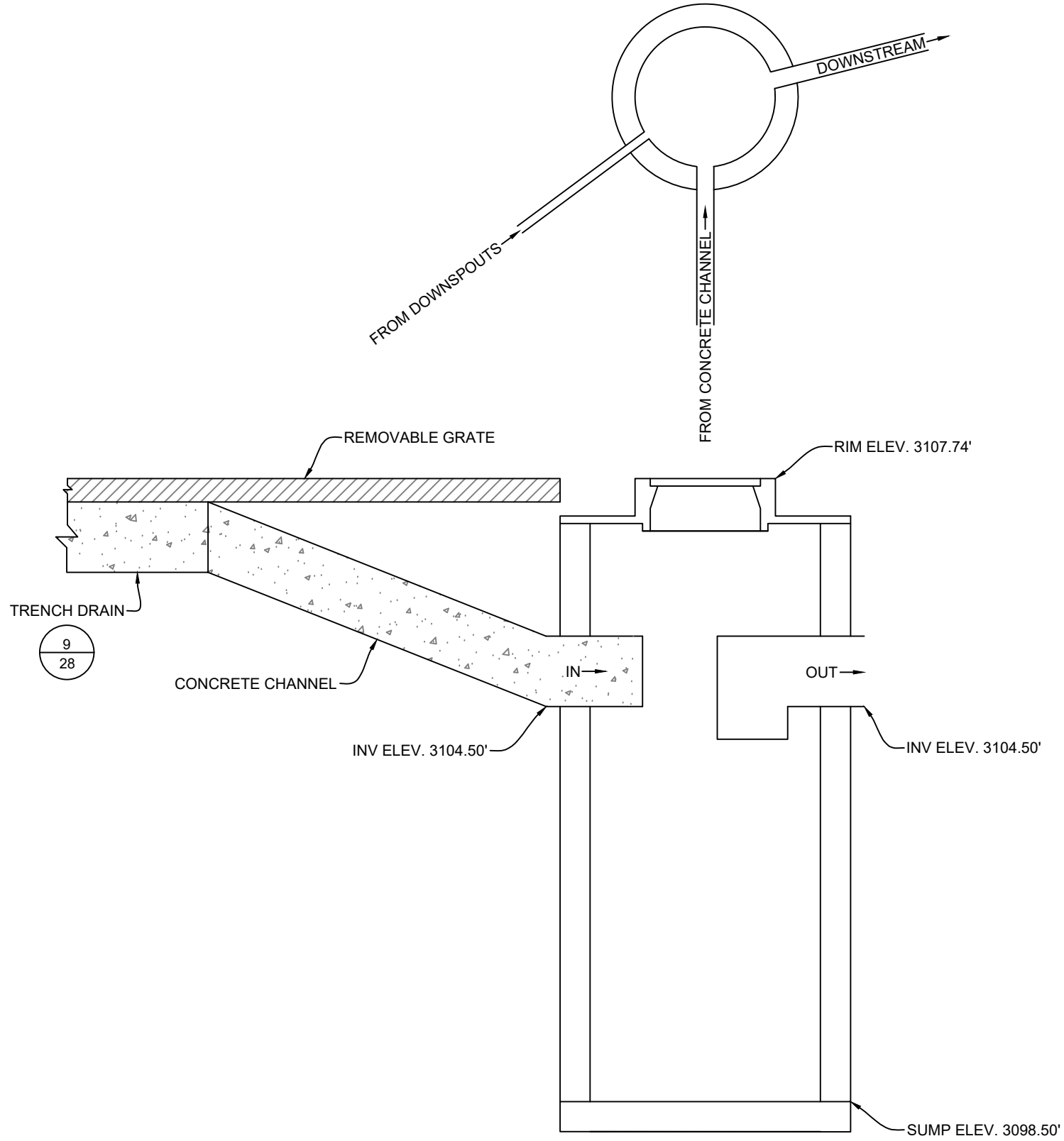
NO.	REVISION	BY	DATE

PREPARED BY
WVC ENGINEERING
550 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
(406) 894-2210
www.wvcengineering.com


YELLOWSTONE COUNTY
SOUTH EXPO LOT CONSTRUCTION PROJECT
STANDARD CURB AND SURFACING SECTION DETAILS
BILLINGS, MT

DESIGNED BY: JMD
DRAWN BY: ZSL
CHECKED BY: GTR
DATE: 8/8/2024

BID SET



1
29 STORM CHANNEL AND MANHOLE DETAIL
NOT TO SCALE

PREPARED BY
 **WWC** ENGINEERING
 550 S. 24TH ST. W., SUITE 201
 BILLINGS, MT 59102
 (406) 894-2210
 www.wwcengineering.com

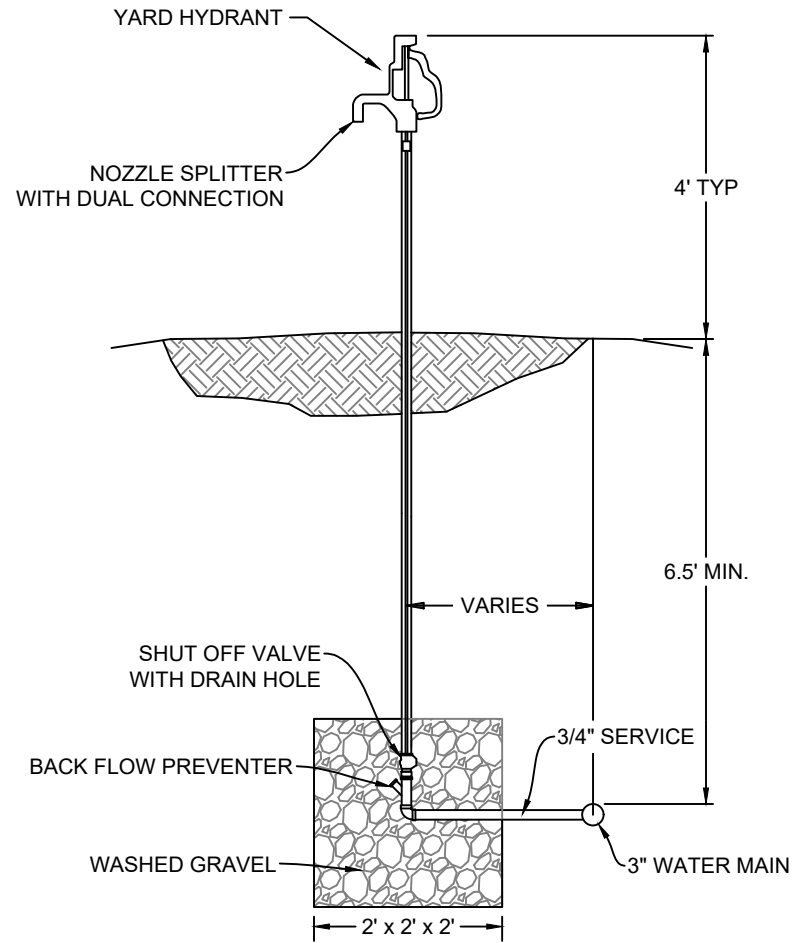
YELLOWSTONE COUNTY
 SOUTH EXPO LOT CONSTRUCTION PROJECT
STORM CHANNEL & MANHOLE DETAIL
 BILLINGS, MT

DESIGNED BY: JMD
 DRAWN BY: ZSL
 CHECKED BY: GTR
 DATE: 8/8/2024

NO.	REVISION	BY	DATE

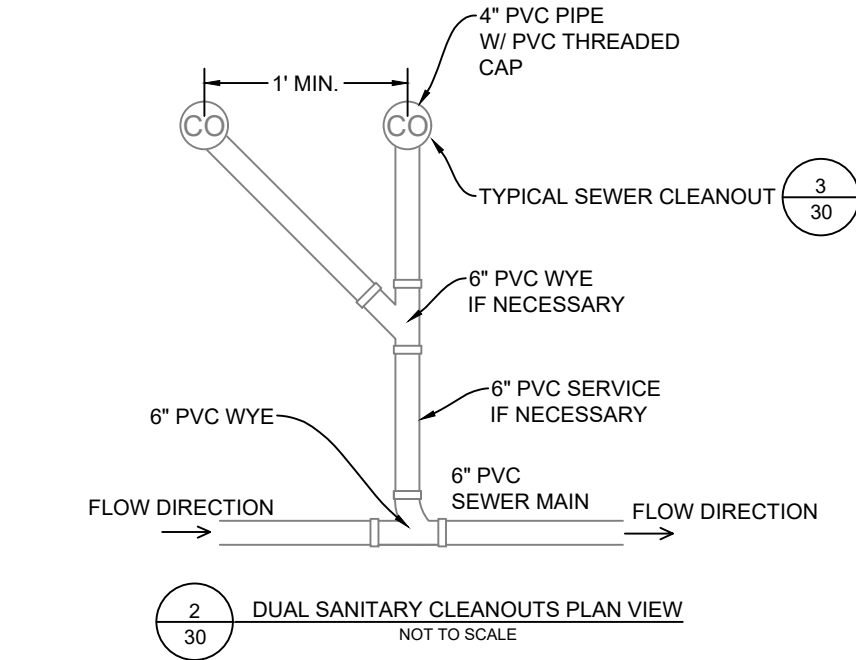
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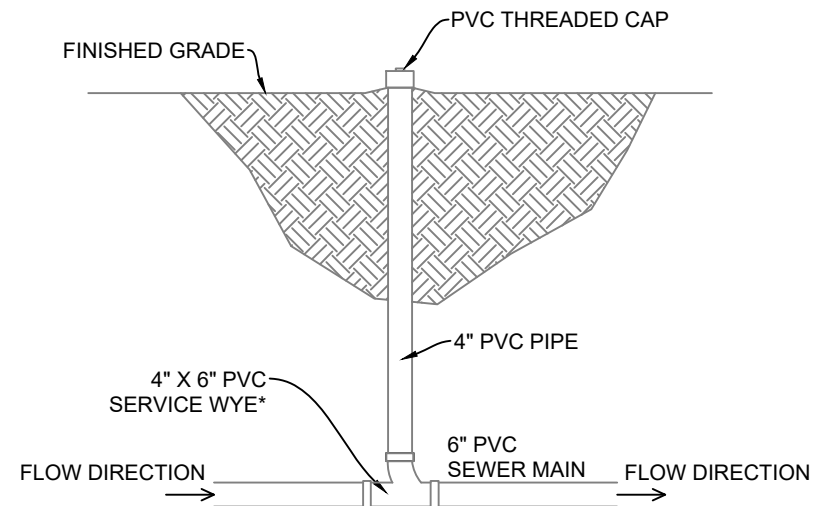


1
30
TYPICAL YARD HYDRANT DETAIL
NOT TO SCALE

*CONTRACTOR TO CONFIRM YARD HYDRANT IS RATED FOR 200 PSI TESTING OR CONFIRM WITH ENGINEER THAT LOWER TESTING IS ALLOWED



2
30
DUAL SANITARY CLEANOUTS PLAN VIEW
NOT TO SCALE



3
30
TYPICAL SEWER CLEANOUT DETAIL
SECTION VIEW
NOT TO SCALE

*CONTRACTOR TO REPLACE WYE WITH PVC LONG SWEEP ELBOW WHEN CLEANOUT IS NOT LOCATED DIRECTLY OVER 6" PVC SEWER MAIN.

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BILLINGS, MT 59102
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www.wwcengineering.com

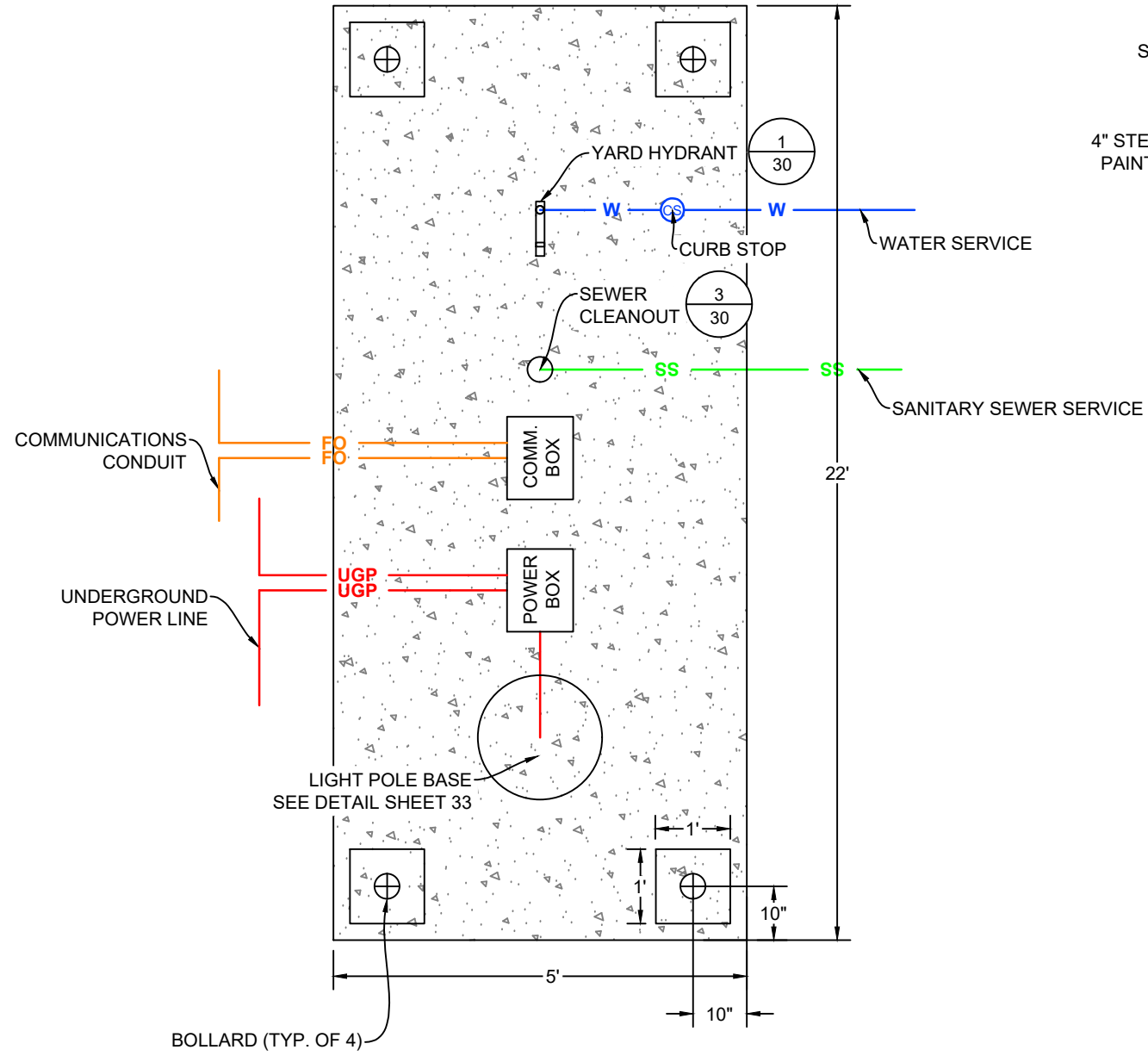
YELLOWSTONE COUNTY
SOUTH EXPO LOT CONSTRUCTION PROJECT
YARD HYDRANT AND SEWER CLEANOUT DETAILS
BILLINGS, MT

DESIGNED BY: JMD
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CHECKED BY: GTR
DATE: 8/8/2024

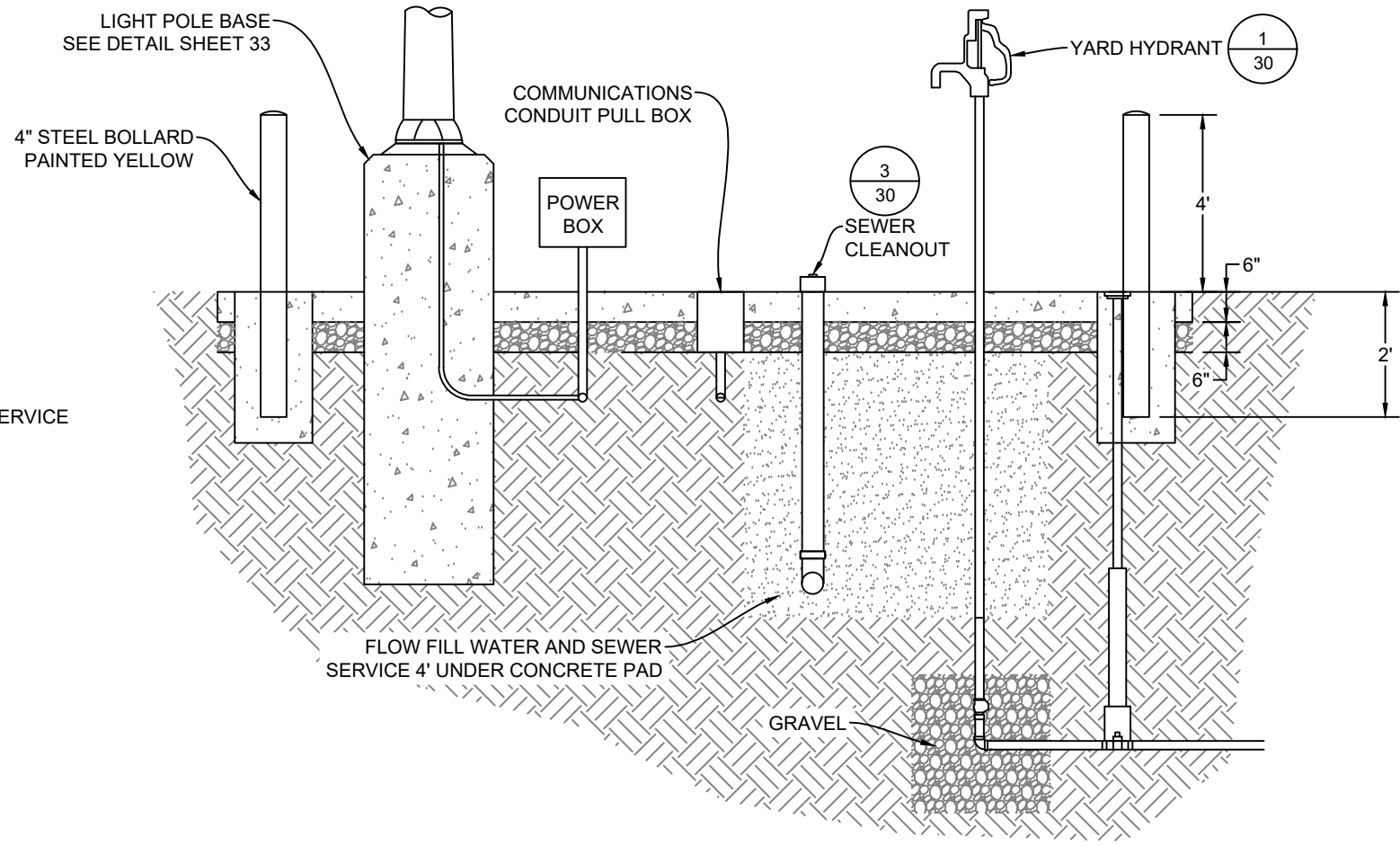
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BID SET

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1
31 EXPO SOUTH LOT SERVICE STATION PLAN DETAIL
NOT TO SCALE



2
31 EXPO SOUTH LOT SERVICE STATION SECTION DETAIL
NOT TO SCALE

NO.	REVISION	BY	DATE

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YELLOWSTONE COUNTY
 SOUTH EXPO LOT CONSTRUCTION PROJECT
EXPO SOUTH LOT SERVICE HOOKUP DETAILS
 BILLINGS, MT

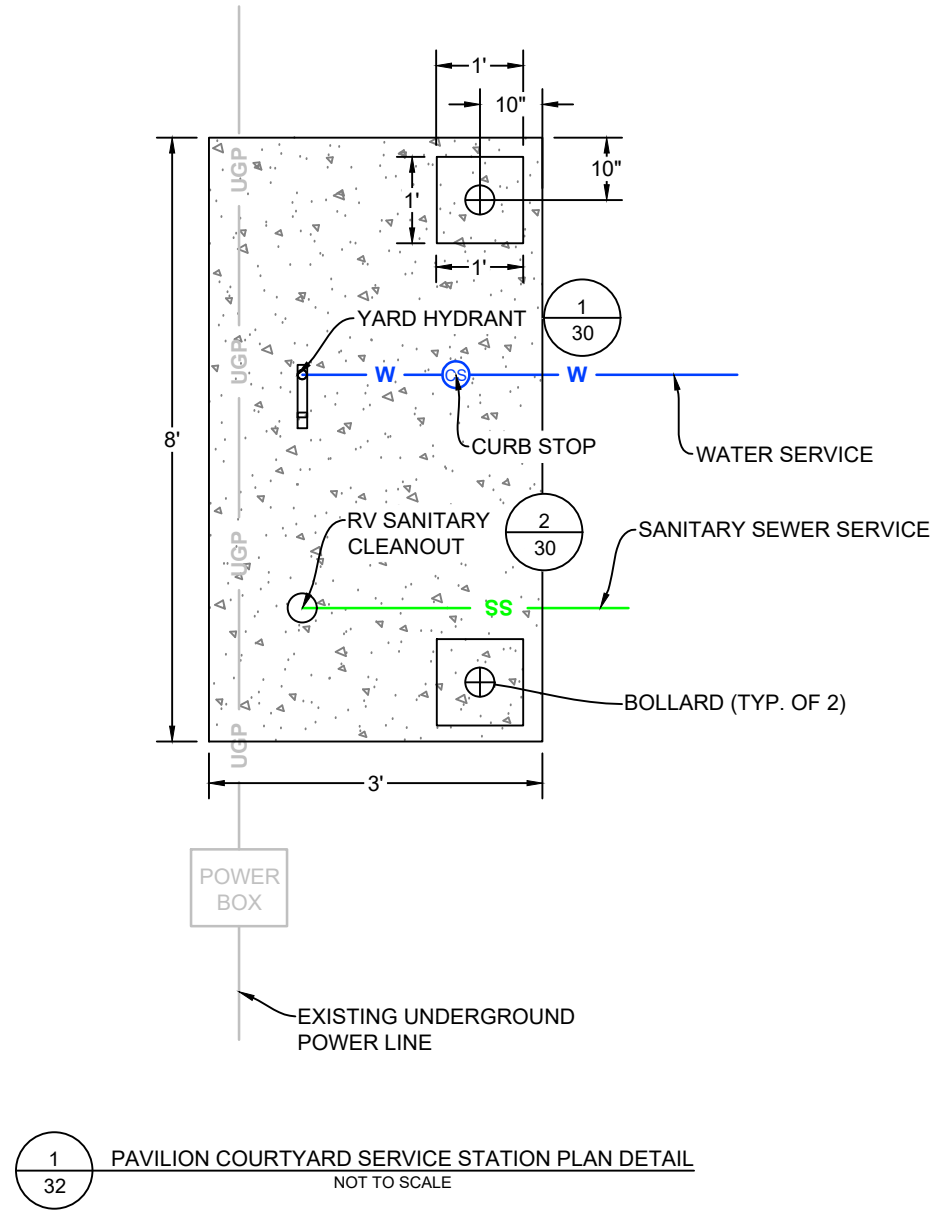
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SHEET
31

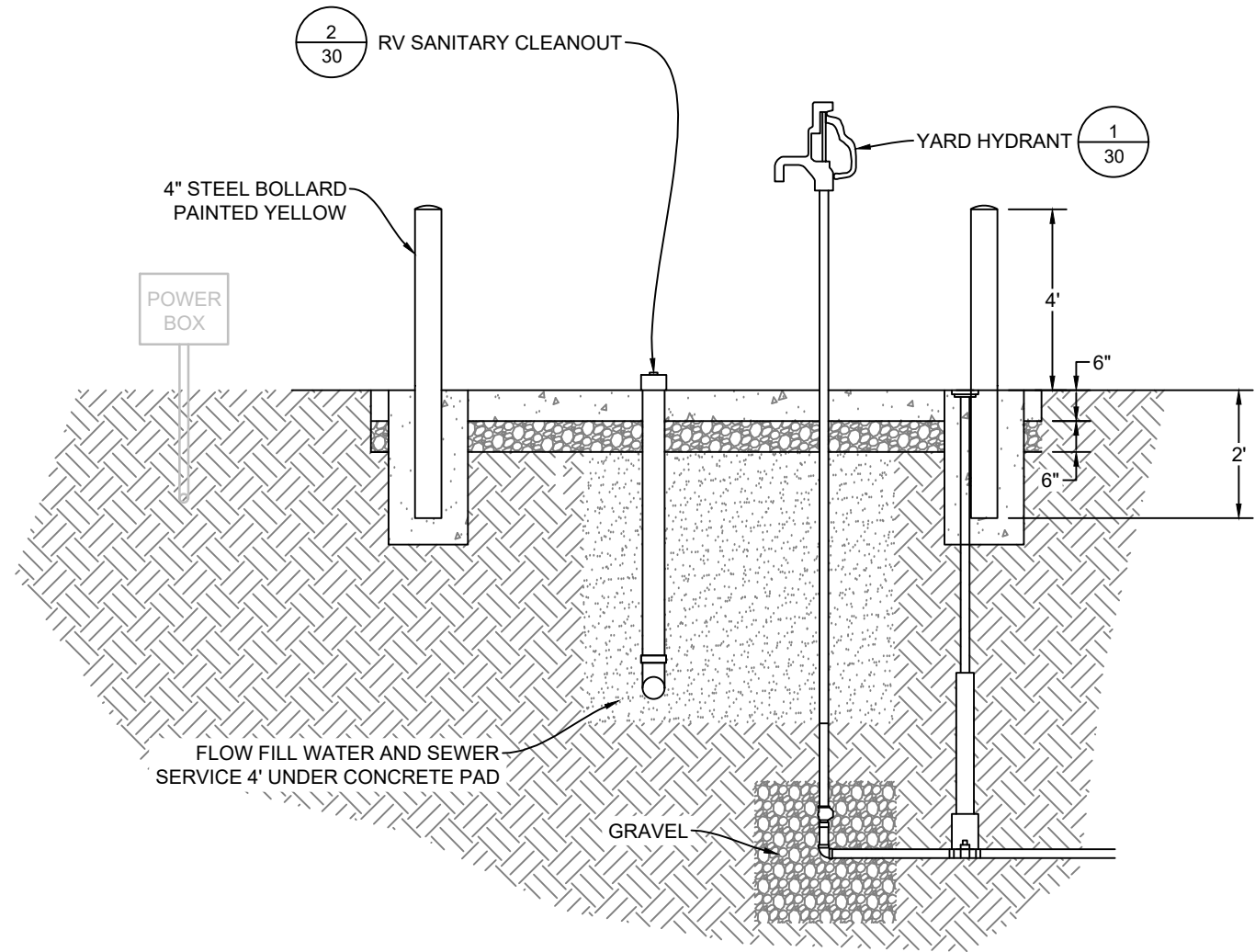
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PROJECT NO. 2021-555

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1/32 PAVILLION COURTYARD SERVICE STATION PLAN DETAIL
NOT TO SCALE



2/32 PAVILLION COURTYARD SERVICE STATION SECTION DETAIL
NOT TO SCALE

NO.	REVISION	BY	DATE

PREPARED BY

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 BILLINGS, MT 59102
 (406) 894-2210
 www.wwcengineering.com

YELLOWSTONE COUNTY
 SOUTH EXPO LOT CONSTRUCTION PROJECT
PAVILLION COURTYARD SERVICE HOOKUP DETAILS
 BILLINGS, MT

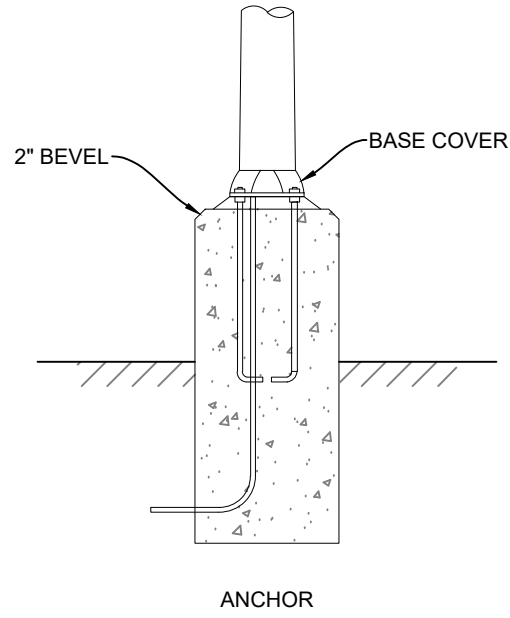
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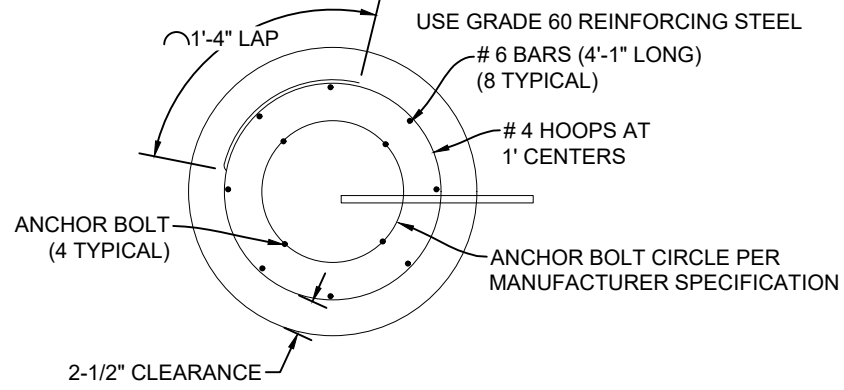
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PROJECT NO. 2021-555

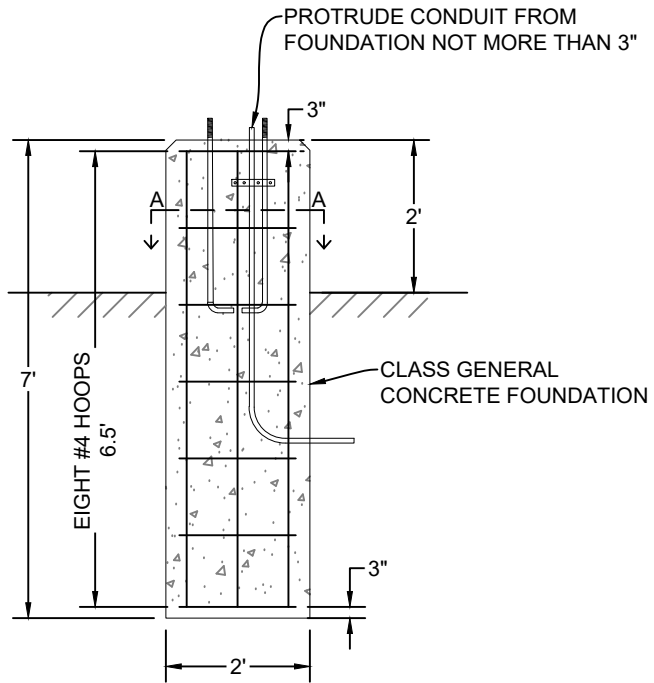
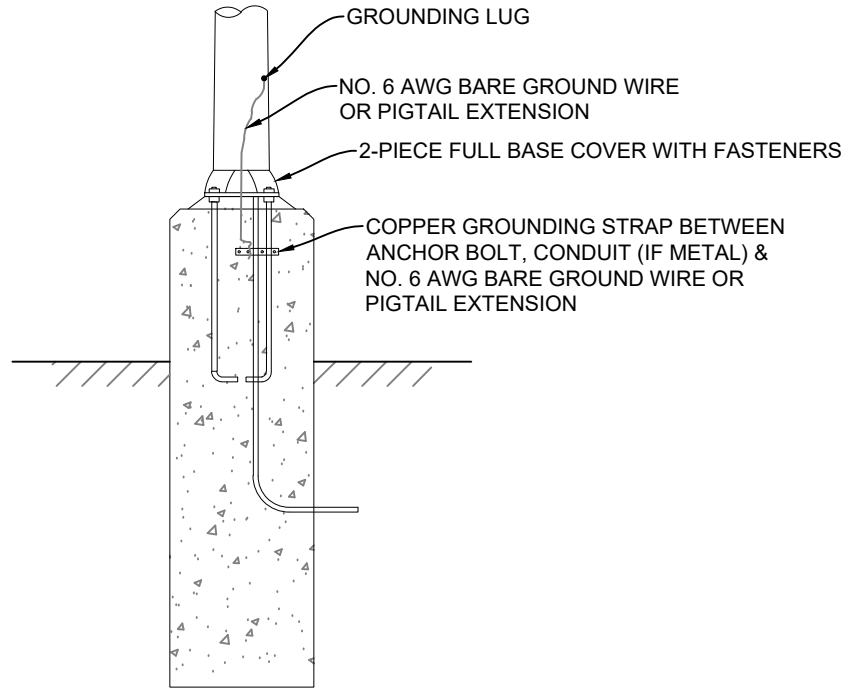
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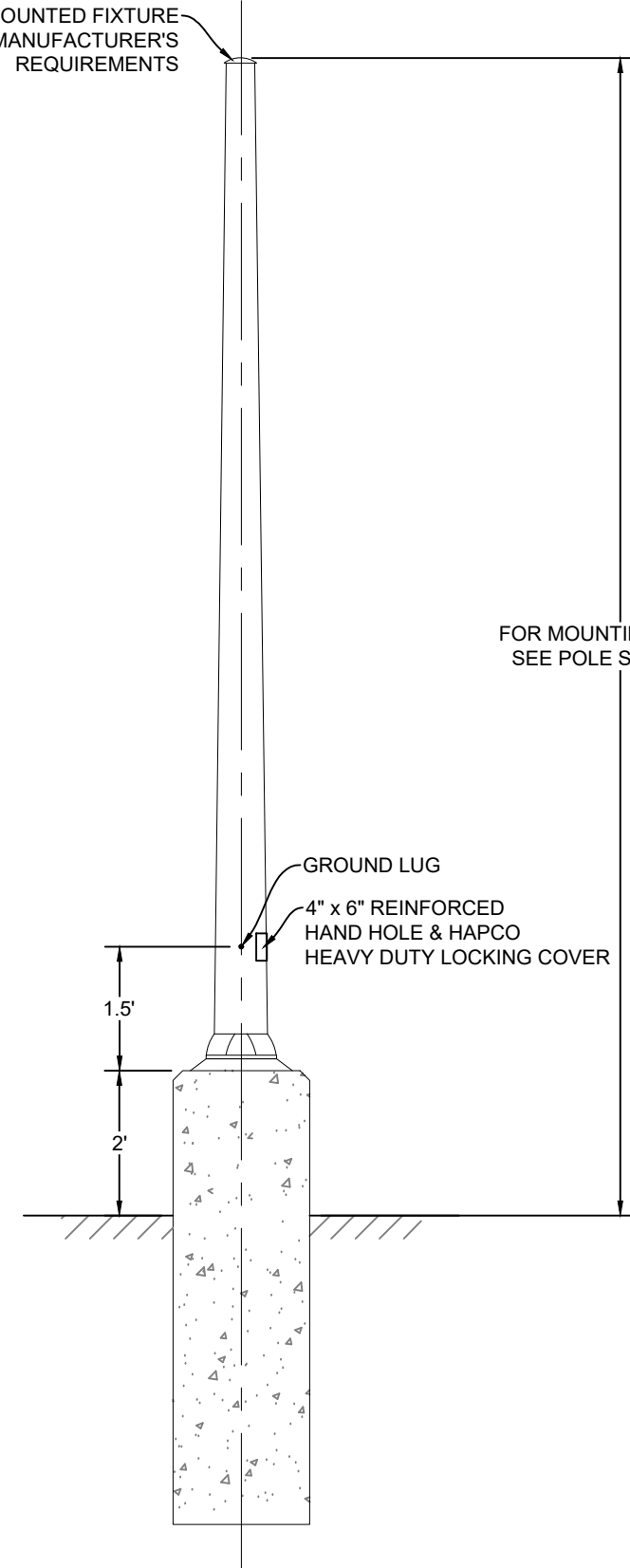
BASE TYPES FOR LUMINAIRE STANDARD



SECTION A-A



SIDE MOUNTED FIXTURE
PER MANUFACTURER'S
REQUIREMENTS



DS210 LIGHT DUTY POLE

TYPICAL OF ALL FOUNDATIONS

NO.	REVISION	BY	DATE

PREPARED BY
WWC ENGINEERING
550 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
(406) 894-2210
www.wwcengineering.com

YELLOWSTONE COUNTY
SOUTH EXPO LOT CONSTRUCTION PROJECT
LIGHT POLE BASE DETAILS
BILLINGS, MT

DESIGNED BY: JMD
DRAWN BY: ZSL
CHECKED BY: GTR
DATE: 8/8/2024

BID SET

SHEET
33

PROJECT NO. 2021-555

B.O.C.C. Regular

3. d.

Meeting Date: 08/27/2024

Title: Metra Request for Proposals Outdoor Arena Bleachers

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

MetraPark Invitation for Bid for Outdoor Arena Seating Bleachers

BACKGROUND:

MetraPark is requesting the Commissioners' approval to release a Request for Proposals for outdoor arena seating bleachers. A virtual pre-proposal meeting will be held on September 5th, 2024 @ 10 a.m.. Proposals will be due by 3:00 p.m. MDT on September 30th, 2024 and opened and acknowledged on October 1st, 2024 at the Commissioners' regular Board meeting.

RECOMMENDED ACTION:

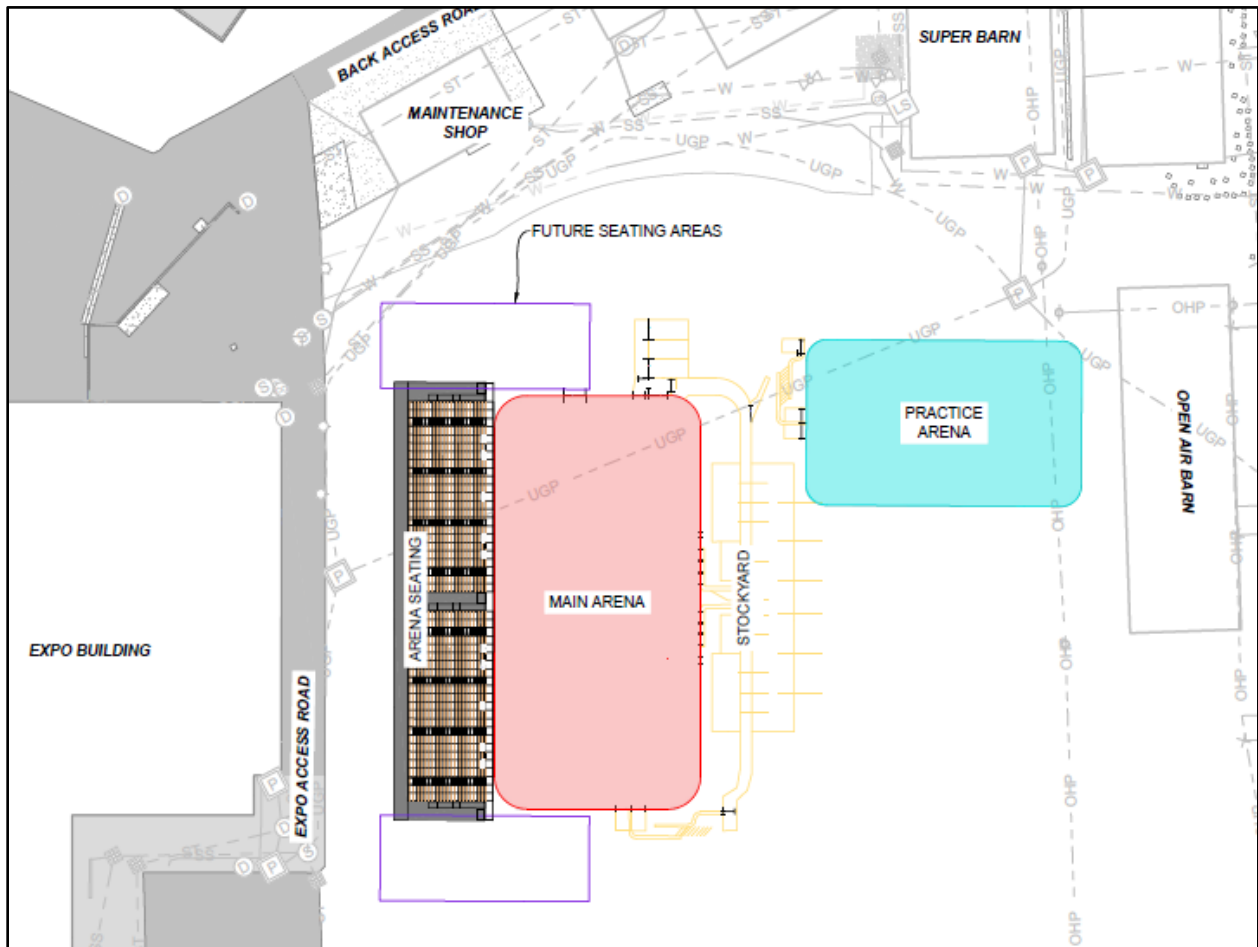
Approve the Request and return a copy to Finance

Attachments

Metra RFP Outdoor Arena Bleachers

REQUEST FOR PROPOSALS

OUTDOOR ARENA SEATING



METRAPARK OUTDOOR ARENA
Yellowstone County, MT

I. INTRODUCTION

Yellowstone County is seeking qualified Arena Seating contractors for the **MetraPark Outdoor Arena** in Yellowstone County, MT.

Yellowstone County, the Owner for this project, intends to enter into an Agreement with the selected contractor that will include Construction Services, with acceptance of a final total cost of the work proposal. All contractors that respond to this RFP will include all the information requested and a bid for construction services. Contract documents will use applicable EJCDC documents from the Montana Public Works Standard Specifications (MPWSS), 2021 Edition. Yellowstone County will make a selection based on the RFP responses and scoring outlined herein.

The contractor will be selected from the proposals submitted in response to this Request for Proposals (RFP) document along with discussions with former and present clients. When selected, the Contractor will function as part of a team composed of the Owner, Engineer, and others as determined by the Owner.

This RFP shall not commit the Owner to enter into any agreement, to pay any expenses incurred in preparation of any response to this request, or to procure or contract for any supplies, goods or services. The Owner reserves the right to accept or reject any and all responses received as a result of this RFP if it is in their best interest to do so.

This procurement is governed by the laws of the State of Montana and venue for all legal proceedings shall be the Thirteenth Judicial District, City of Billings, Yellowstone County.

By offering to perform services under this Procurement, all Proposers agree to be bound by the laws of the State of Montana, and including, but not limited to, applicable wage rates, payments, gross receipts taxes, building codes, equal opportunity employment practices, safety, etc.

The State of Montana makes reasonable accommodations for any known disability that may interfere with an applicant's ability to compete in the bidding and/or selection process. In order for the state to make such accommodations, applicants must make known any needed accommodation to the individual project managers or agency contacts listed in the contract documents. Persons using TDD may call the Montana Relay Service at 1- 800-253-4091.

II. PROJECT BACKGROUND AND DESCRIPTION

Introduction

The MetraPark Outdoor Arena will be located in Yellowstone County off of 1st Avenue N and Exposition Drive. This project will include seating for an outdoor arena, with the site civil design package provided by WWC Engineering. This project must be completed June 1, 2025 for full, beneficial use by MetraPark. We are expecting the Contractor to immediately be involved in meetings to discuss project costs, value engineering, schedule, lead time concerns, etc. following selection of a Contractor through this RFP process.

Project Location and Timeline

The project is located at 308 6th Ave N in Yellowstone County, MT.

The following is the intended timeline for the project:

Contractor Selection:

Advertising dates:	August 30, September 6, 13, & 20 in Yellowstone County News
Non-Mandatory Virtual Pre-Bid:	September 5 at 10 a.m. – Contact James Matteson via email for meeting invite
Geotechnical Addendum:	Planned for September 10
Proposals Due:	3:00 p.m. MST on September 30, 2024, at Yellowstone County Commissioners Office, 316 North 26 th Street 3 rd Floor, Rm #3101. Proposals will be opened and acknowledged on October 1, 2024, at the Commissioner’s regular meeting.

Construction Schedule:

Award Schedule:	Review and Recommendation to County Commissioners Planned to be completed within 1 week of receipt of Proposals and 1 week anticipated for contracting with selected Contractor – Estimated award of October 15
Construction Complete:	June 1, 2025

III. BASIS OF DESIGN

As stated above, the design and construction must adhere to all applicable codes. Life-cycle costs, maintainability, and quality will be high priorities in the decision-making process for how this project will be constructed, while maximizing performance, production, and seating capacity.

- Minimum Seating Capacity: 3,200
 - MetraPark would like to look at the option to expand to 8,000 seats in future. Contractor is to provide an outline of how their proposed bleachers may be expanded into the future seating areas including discussion of whether demolition of portions of this proposed project would be necessary to allow that expansion.
 - The Owner desires to have a future VIP seating area or areas of approximately 1200 seats in total which would include a platform that beverage services can be set up on (middle of or upper portion of seating) along with future concessions and bathroom services for these seating areas. Contractor is to provide an outline of whether their proposed bleachers can have this area constructed adjacent to the proposed bleachers and whether any demolition of the proposed bleachers will be necessary to complete future VIP seating.
 - The Owner desires a usable area under bleachers for future concessions and/or

bathroom facilities. This area is a high interest to have availability to utilize by the Owner and must be outlined by the Contractor in their proposal how that may be met. For Contractor's consideration the area for these facilities will be a minimum of 10 foot height, 25 foot depth, and 20 foot width with a minimum of 4 of these areas available.

- Seating Width: 18" with backrests on seats
- Plank Arrangement:
 - 16" rise X 33" tread - minimum slope; other specific rise and run distances may be provided by Contractor if equivalent or steeper than this slope
 - Minimum depth of tread 33"
 - Interlocking decking system required
- Side Railing: Minimum 42" above nose of seat
- Bleacher must comply with IBC 2021 and ICC 300
 - ADA access, quantity, and dispersal of seating to be included with bleacher set and addressed within submittal plans from Contractor
- Loading Requirements per code used by Contractor for bleacher design will be called out on plans submitted as part of proposal. Manufacturer is responsible for structural design of bleachers and foundations and plans must be stamped by Montana Professional Engineer licensed to practice in this area of work in the State.
 - Plans must include dimensioned layout of bleachers, sight lines of spectators in bleachers, dimensioned section(s) of bleachers, and all other data as identified herein.
 - Full design documents are required to bear the seal of a professional engineer licensed in the State of Montana for all structures, and reinforcing and foundation systems.
- Bleacher Maximum Length: 280'
 - Contractor may propose a shorter bleacher length but must address future seating requirements as part of shorter length.
- Contractor is to include cost for construction of pedestrian access as shown on the included plans and connection to termination point as called for on the plans.
- Bleacher package must include all work for bleachers, bleacher foundation, pedestrian pathway identified on plans and outlined herein, and surfacing beneath grandstand footprint either as required for bleacher construction or at a minimum landscape gravel as shown on plans.

IV. SCOPE OF CONSTRUCTION SERVICES

It is anticipated that the successful Contractor will enter into a contract with Yellowstone County for construction of the arena seating portion of the project, provided an agreeable total cost for the work on the project can be reached by all parties. The Owner reserves the right to reject the total proposed cost and bid the work out to qualified contractors.

The State of Montana Wage Rates incorporated in this RFP are provided for informational purposes only. The selected contractor will be required to comply (as a minimum allowable rate schedule) with those Rates adopted and effective at the time of signing the Agreement. All reporting, documentation, etc. shall remain as per State requirements.

V. SELECTION PROCEDURE

Under this RFP, the selection procedure is intended to evaluate the capabilities of interested contractors to provide services for this Project. The responses to this RFP will be evaluated by the selection committee in accordance with the criteria listed below. The contractor will be selected based on the overall merit of its proposal, references, and information obtained from any other reliable source.

The following constitute the criteria for the selection committee to evaluate proposals:

1. *Firm Information (10 points)*

a. Firm Background

Describe your firm's history. Identify your company organization chart and speak to the contractor's stability in the marketplace. Information identifying the contractor's strengths and weaknesses along with special capabilities that may be appropriate to this project will assist in the evaluation.

b. Firm Workload

Provide the status for current and anticipated work within the firm in terms of time and magnitude for the time anticipated for this project, as it relates to availability of key personnel and your firm. Especially in view of the time constraints during the construction phase identified for this project.

c. Firm Experience

Describe your firm's experience with projects of similar site, size, type, and complexity. Please provide a minimum of 5 projects. Also list at least 5 projects that have included accelerated schedules that you have met.

d. References

Provide detailed contact information for the Owner and Engineer for the last three (3) contracts completed by your firm as well as two (2) current projects underway.

e. Bonding/Financing

Include a letter from a bonding company certifying the bonding capacity of the proposer for your estimated cost of the project or more. Also include a letter from your Bank stating that you have the banking financing in place to complete a project of this size for payroll and all other financing you may need.

2. *The Project Team (5 points)*

- a. Provide a list of names and define the relationship of management individuals that you will commit to this Project. Include project management, field management, superintendent(s), estimators.

- b. For each team member:
 - i. Describe their responsibility on this Project.
 - ii. Describe their experience and how it is relevant to this project. Demonstrate the proposed key personnel's specific experience on projects of similar type, size and scope.
 - iii. Indicate the amount of time commitment available to this Project during the construction phase. What other projects are they assigned to and for what duration?
 - iv. Identify their length of employment with your firm and, if less than three years, prior firm(s).

3. *Project Management and Approach (40 points)*

- a. Company's ability and approach to:
 - i. Managing schedules
 - ii. Constructability
 - iii. Ability to incorporate future bleacher expansion
 - iv. Ability to incorporate bathrooms/concessions under bleachers
 - v. Scheduling
 - 1. Provide your approach to maintaining a schedule to ensuring that your activities for your scope of work and your subcontractors remain on schedule in our busy construction market.
 - vi. Project communication – Staff set up to use Revit models, Email, etc.
 - vii. Project safety – Provide your incident rate and EMR or loss ratio
 - viii. Provide your construction change order overhead and profit mark-ups
 - ix. Provide your construction change order overhead and profit mark up on subcontractors

4. *Proposed Fees and Costs (45 points)*

- a. Construction Estimate

Include all costs for your scope of work as described herein. Please list all assumptions, permits, etc. A lump sum number will not be accepted. Your estimate should be broken down, at a minimum, into mobilization, taxes, bonds, and insurance, bleachers, foundation, and surfacing. Your approach to this estimate is very important. It will demonstrate your ability to prepare an estimate, willingness to show all aspects of your estimate, and ability to incorporate costs to elements not shown on the plans but required by code.

Estimates are not required to be in a specific format. Use a format that you are comfortable using.

This information will be evaluated to determine reasonableness and evaluate potential performance risks. In this context, reasonableness may be determined by comparing offered prices with the initial budget study or other critical factors. This determination will be at the sole discretion of the committee and the County. The County reserves the right to cancel the

RFP and re-solicit via another mechanism should a fair and reasonable price not be achieved or reasonableness of price cannot be determined.

VI. SUBMITTAL OF INFORMATION

Four (4) written responses and a PDF e-mail to this RFP must be **received** at:

Yellowstone County Commissioners Office
316 N 26th Street, Room 301
Billings, MT 59101
jmatteson@yellowstonecountymt.gov

By September 30, 2024; 5:00 p.m. MST.

All questions and contacts regarding this RFP must be submitted **IN WRITING** to:

James Matteson
jmatteson@yellowstonecountymt.gov
406-256-2717

VII. INSTRUCTIONS TO PROPOSERS

Proposals must:

1. Follow the format outlined in the Selection Procedure, above.
2. Be signed by an officer or principal of your firm.

VIII. ATTACHMENTS

The following exhibits are incorporated in this RFP:

Appendix A: Montana State Prevailing Wage Rates – Building Construction (2024); however, the rates effective at the time of issuance of the Agreement shall apply)

Appendix B: Geotechnical Information – Preliminary geotechnical information is included from previous boreholes in the area of the project. Please be aware, the boreholes from previous projects may not be representative of current ground conditions due to changes in groundwater conditions and/or fill/excavation that may have occurred within the area. The planned boreholes to be completed and provided to Contractor are also shown on the exhibit within this appendix.

Appendix C: Plan sheets of proposed bleacher footprint and associated improvements.

END OF RFP

**APPENDIX A: MONTANA PREVAILING WAGE RATES FOR
BUILDING CONSTRUCTION SERVICES 2024**

MONTANA
PREVAILING WAGE RATES FOR BUILDING CONSTRUCTION SERVICES 2024

Effective: Effective January 13, 2024

*Greg Gianforte, Governor
State of Montana*

*Sarah Swanson, Commissioner
Department of Labor & Industry*

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at erd.dli.mt.gov/labor-standards or contact:

Employment Standards Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59601
Phone 406-444-6543

The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at <https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates> or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at erd.dli.mt.gov/labor-standards or contact the department at (406) 444-6543.

SARAH SWANSON
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication Effective January 13, 2024

B. Definition of Building Construction

For the purposes of Prevailing Wage, the Commissioner of Labor and Industry has determined that building construction occupations are defined to be those performed by a person engaged in a recognized trade or craft, or any skilled, semi-skilled, or unskilled manual labor related to the construction, alteration, or repair of a public building or facility, and does not include engineering, superintendence, management, office or clerical work.

The Administrative Rules of Montana (ARM), 24.17.501(2) – 2(a), states *“Building construction projects generally are the constructions of sheltered enclosures with walk-in access for housing persons, machinery, equipment, or supplies. It includes all construction of such structures, incidental installation of utilities and equipment, both above and below grade level, as well as incidental grading, utilities and paving.”*

Examples of building construction include, but are not limited to, alterations and additions to buildings, apartment buildings (5 stories and above), arenas (closed), auditoriums, automobile parking garages, banks and financial buildings, barracks, churches, city halls, civic centers, commercial buildings, court houses, detention facilities, dormitories, farm buildings, fire stations, hospitals, hotels, industrial buildings, institutional buildings, libraries, mausoleums, motels, museums, nursing and convalescent facilities, office buildings, out-patient clinics, passenger and freight terminal buildings, police stations, post offices, power plants, prefabricated buildings, remodeling buildings, renovating buildings, repairing buildings, restaurants, schools, service stations, shopping centers, stores, subway stations, theaters, warehouses, water and sewage treatment plants (buildings only), etc.”

C. Definition of Public Works Contract

Section 18-2-401(11)(a), MCA defines “public works contract” as *“...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”*.

D. Prevailing Wage Schedule

This publication covers only Building Construction occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy Construction, Highway Construction, and Nonconstruction Services occupations can be found on the internet at <https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/> or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

ARM, 24.17.127(1)(c), states *“The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised.”*

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

“(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”

G. Fringe Benefits

Section 18-2-412, MCA states:

“(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

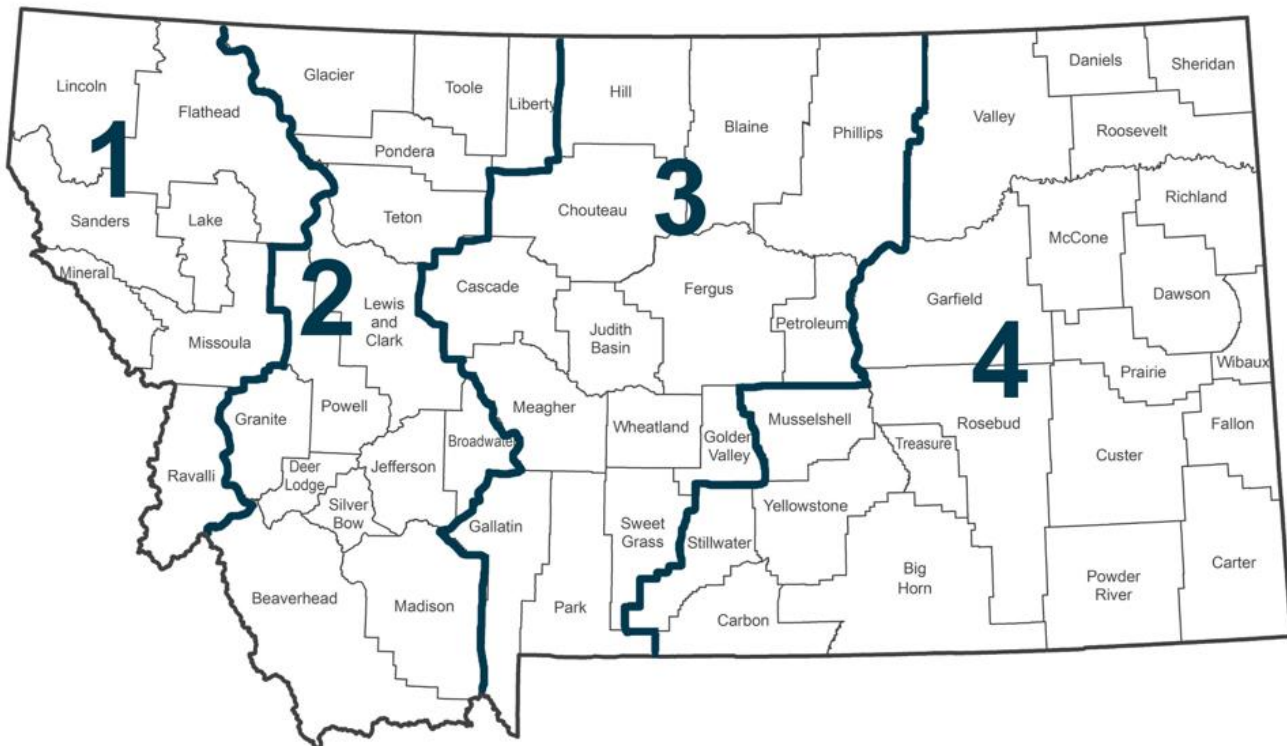
(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor.”

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Prevailing Wage Districts

Montana counties are aggregated into 4 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:

Montana Prevailing Wage Districts



I. Dispatch City

ARM, 24.17.103(11), defines dispatch city as “...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney.” A dispatch city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

District 1 – Kalispell and Missoula: includes Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders;

District 2 – Butte and Helena: includes Beaverhead, Broadwater, Deer Lodge, Glacier, Granite, Jefferson, Lewis and Clark, Liberty, Madison, Pondera, Powell, Silver Bow, Teton, and Toole;

District 3 – Bozeman and Great Falls: includes Blaine, Cascade, Chouteau, Fergus, Gallatin, Golden Valley, Hill, Judith Basin, Meagher, Park, Petroleum, Phillips, Sweet Grass, and Wheatland;

District 4 – Billings, Miles City and Sidney: includes Big Horn, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Musselshell, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Treasure, Valley, Wibaux, and Yellowstone.

J. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(24), defines zone pay as “...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.” See section I above for a list of dispatch cities.

K. Computing Travel Benefits

ARM, 24.17.103(22), states “ ‘Travel pay,’ also referred to as ‘travel allowance,’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee’s home, whichever is closer, to the center of the job.” See section I above for a list of dispatch cities.

L. Per Diem

ARM, 24.17.103(19), states “ ‘Per diem’ typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.”

M. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, Section 18-2-416(2), MCA states “...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract.” Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

N. Posting Notice of Prevailing Wages

Section 18-2-406, MCA provides that contractors, subcontractors and employers who are “...performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees.”

O. Employment Preference

Sections 18-2-403 and 18-2-409, MCA requires contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

P. Projects of a Mixed Nature

Section 18-2-408, MCA states:

“(1) The contracting agency shall determine, based on the preponderance of labor hours to be worked, whether the public works construction services project is classified as a highway construction project, a heavy construction project, or a building construction project.

“(2) Once the project has been classified, employees in each trade classification who are working on that project must be paid at the rate for that project classification”

Q. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website:

http://www.bls.gov/oes/current/oes_stru.htm

R. Welder Rates

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

S. Foreman Rates

Rates are no longer set for foremen. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

WAGE RATES

BOILERMAKERS

No Rate Established

Duties Include:

Construct, assemble, maintain, and repair stationary steam boilers, boiler house auxiliaries, process vessels, and pressure vessels.

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BRICK, BLOCK, AND STONE MASONS

	Wage	Benefit
District 1	\$33.11	\$17.39
District 2	\$33.11	\$17.39
District 3	\$33.11	\$17.39
District 4	\$33.11	\$17.39

Travel:

All Districts

0-70 mi. free zone

>70-90 mi. \$60.00/day

>90 mi. \$80.00/day

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CARPENTERS

	Wage	Benefit
District 1	\$30.06	\$11.48
District 2	\$27.50	\$14.07
District 3	\$30.78	\$11.28
District 4	\$31.39	\$11.74

Zone Pay:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$4.00/hr.

>60 mi. base pay + \$6.00/hr.

Duties Include:

Install roll and batt insulation, and hardwood floors.

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CARPET INSTALLERS

No Rate Established

Duties Include:

Lay and install carpet from rolls or blocks on floors. Install padding and trim flooring materials.

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CEMENT MASONS AND CONCRETE FINISHERS

	Wage	Benefit
District 1	\$30.55	\$6.74
District 2	\$29.45	\$5.87
District 3	\$30.75	\$6.51
District 4	\$30.00	\$7.40

Duties Include:

Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters.

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Travel and Per Diem:

All Districts

No travel or per diem established.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

	Wage	Benefit
District 1	\$31.51	\$16.68
District 2	\$30.61	\$16.68
District 3	\$30.86	\$16.68
District 4	\$30.86	\$16.68

This group includes but is not limited to:

Air Compressor; Auto Fine Grader; Belt Finishing; Boring Machine (Small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader, under 1 cu. yd; Oiler, Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

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Travel Pay

District 1

0-45 mi. free zone
>45-85 mi. \$60.00/day
>85 mi. \$90.00/day

Zone Pay

District 2

0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr.
>60 mi. base pay + \$5.50/hr.

Districts 3 and 4

0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

	Wage	Benefit
District 1	\$27.85	\$ 7.57
District 2	\$30.60	\$11.06
District 3	\$29.60	\$10.03
District 4	\$31.58	\$11.20

This group includes but is not limited to:

Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu. yd up to and incl. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 tons and over; Ross Carrier; Rotomill, under 6 ft; Trenching Machine; Washing /Screening Plant.

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Travel Pay

District 1
 0-45 mi. free zone
 >45-85 mi. \$60.00/day
 >85 mi. \$90.00/day

Zone Pay

District 2
 0-30 mi. free zone
 >30-60 mi. base pay + \$3.50/hr.
 >60 mi. base pay + \$5.50/hr.

Districts 3 and 4

0-30 mi. free zone
 >30-60 mi. base pay + \$3.05/hr.
 >60 mi. base pay + \$4.85/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

	Wage	Benefit
District 1	\$30.07	\$12.82
District 2	\$32.83	\$16.68
District 3	\$32.31	\$10.70
District 4	\$29.36	\$11.27

This group includes but is not limited to:

Asphalt Paving Machine; Asphalt Screed; Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine\Slip Form Paver; Finish Dozer; Front-End Loader, over 5 cu. yds; Mechanic\Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, Single, Twin, or Pulling Belly-Dump; YO-YO Cat Haul Truck, Articulating Trucks, Vac Truck.

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Travel Pay

District 1
 0-45 mi. free zone
 >45-85 mi. \$60.00/day
 >85 mi. \$90.00/day

Zone Pay

Districts 2 - 4
 0-30 mi. free zone
 >30-60 mi. base pay + \$3.50/hr.
 >60 mi. base pay + \$5.50/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

	Wage	Benefit
District 1	\$34.05	\$16.68
District 2	\$29.05	\$12.85
District 3	\$30.90	\$13.50
District 4	\$33.92	\$16.68

This group includes but is not limited to:

Asphalt\Hot Plant Operator; Cranes, 25 tons up to and incl. 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

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Travel Pay

District 1

0-45 mi. free zone
>45-85 mi. \$60.00/day
>85 mi. \$90.00/day

Zone Pay

Districts 2 - 4

0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr.
>60 mi. base pay + \$5.50/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

	Wage	Benefit
District 1	\$35.05	\$16.68
District 2	\$30.78	\$15.32
District 3	\$29.05	\$15.38
District 4	\$35.02	\$16.68

This group includes but is not limited to:

Cranes, 45 tons up to and incl. 74 tons.

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Travel Pay

District 1

0-45 mi. free zone
>45-85 mi. \$60.00/day
>85 mi. \$90.00/day

Zone Pay

Districts 2 - 4

0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr.
>60 mi. base pay + \$5.50/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

	Wage	Benefit
District 1	\$36.11	\$16.68
District 2	\$36.11	\$16.68
District 3	\$36.11	\$16.68
District 4	\$36.11	\$16.86

This group includes but is not limited to:

Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley (All).

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Zone Pay:

All Districts

0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr.
>60 mi. base pay + \$5.50/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

	Wage	Benefit
District 1	\$37.21	\$16.68
District 2	\$37.21	\$16.68
District 3	\$37.21	\$16.68
District 4	\$37.21	\$16.68

This group includes but is not limited to:

Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add \$1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

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Zone Pay:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr.

>60 mi. base pay + \$5.50/hr.

CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

	Wage	Benefit
District 1	\$24.55	\$12.00
District 2	\$24.55	\$12.00
District 3	\$24.55	\$12.00
District 4	\$24.55	\$12.00

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Zone Pay:

All Districts

0-15 mi. free zone

>15-30 mi. base pay + \$0.65/hr.

>30-50 mi. base pay + \$0.85/hr.

>50 mi. base pay + \$1.25/hr.

CONSTRUCTION LABORERS GROUP 2

	Wage	Benefit
District 1	\$26.23	\$12.00
District 2	\$27.25	\$12.00
District 3	\$26.29	\$ 8.91
District 4	\$27.25	\$12.00

This group includes but is not limited to:

General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.

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Zone Pay:

All Districts

0-15 mi. free zone

>15-30 mi. base pay + \$0.65/hr.

>30-50 mi. base pay + \$0.85/hr.

>50 mi. base pay + \$1.25/hr.

CONSTRUCTION LABORERS GROUP 3

	Wage	Benefit
District 1	\$25.55	\$12.00
District 2	\$25.55	\$12.00
District 3	\$25.55	\$12.00
District 4	\$25.55	\$12.00

This group includes but is not limited to:

Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

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Zone Pay:

All Districts

0-15 mi. free zone
>15-30 mi. base pay + \$0.65/hr.
>30-50 mi. base pay + \$0.85/hr.
>50 mi. base pay + \$1.25/hr.

CONSTRUCTION LABORERS GROUP 4

	Wage	Benefit
District 1	\$25.60	\$12.00
District 2	\$26.27	\$12.00
District 3	\$26.41	\$12.00
District 4	\$25.60	\$12.00

This group includes but is not limited to:

Hod Carrier***; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete) Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder incl. Air Arc.

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Zone Pay:

All Districts

0-15 mi. free zone
>15-30 mi. base pay + \$0.65/hr.
>30-50 mi. base pay + \$0.85/hr.
>50 mi. base pay + \$1.25/hr.

***Hod Carriers will receive the same amount of travel and/or subsistence pay as bricklayers when requested to travel.

DRYWALL APPLICATORS

	Wage	Benefit
District 1	\$31.24	\$14.07
District 2	\$31.24	\$14.07
District 3	\$31.24	\$14.07
District 4	\$31.24	\$14.07

Duties Include:

Drywall and ceiling tile installation.

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Zone Pay:

All Districts

0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

ELECTRICIANS: INCLUDING BUILDING AUTOMATION CONTROL

	Wage	Benefit
District 1	\$34.15	\$15.38
District 2	\$33.90	\$17.75
District 3	\$34.43	\$16.40
District 4	\$38.86	\$16.73

Duties Include:

Electrical wiring; equipment and fixtures; street lights; electrical control systems. Installation and/or adjusting of building automation controls also during testing and balancing, commissioning and retro-commissioning.

Travel:

District 1

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-15 mi. free zone
- >15-45 mi. \$0.585/mi. in excess of the free zone.
- >45 mi. \$75.00/day

Districts 2 & 3

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-08 mi. free zone
- >08-50 mi. current federal mileage rate/mi. in excess of the free zone.
- >50 mi. \$71.57/day

District 4

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-18 mi. free zone
- >18-60 mi. federal mileage rate/mi.

Per Diem

District 4

>60 mi. \$80.00/day

Per Diem in Big Sky and West Yellowstone \$125/day.

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ELEVATOR CONSTRUCTORS

	Wage	Benefit
District 1	\$62.25	\$45.24
District 2	\$62.25	\$45.24
District 3	\$62.25	\$45.24
District 4	\$62.25	\$45.24

Travel:

All Districts

- 0-15 mi. free zone
- >15-25 mi. \$49.73/day
- >25-35 mi. \$99.45/day
- >35 mi. \$112.90/day

Special Provision:

.93/mile when added to amounts above if using employee vehicle.

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FLOOR LAYERS

No Rate Established

Apply blocks, strips, or sheets of shock-absorbing, sound-deadening, or decorative coverings to floors.

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GLAZIERS

	Wage	Benefit
District 1	\$24.78	\$4.33
District 2	\$23.28	\$5.66
District 3	\$23.75	\$4.41
District 4	\$22.97	\$4.37

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Travel and Per Diem:

All Districts

No travel or per diem established.

HEATING AND AIR CONDITIONING

	Wage	Benefit
District 1	\$33.00	\$20.73
District 2	\$33.00	\$20.73
District 3	\$33.00	\$20.73
District 4	\$33.30	\$20.73

Duties Include:

Testing and balancing, commissioning and retro-commissioning of all air-handling equipment and duct work.

All Districts

0-45 mi. free zone

>45 mi.

- \$0.25/mi. in employer vehicle.
- \$0.65/mi. in employee vehicle.

Per Diem:

All Districts

\$85/day

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INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

	Wage	Benefit
District 1	\$40.56	\$21.99
District 2	\$40.56	\$21.99
District 3	\$40.56	\$21.99
District 4	\$37.34	\$21.99

Duties Include:

Insulate pipes, ductwork or other mechanical systems.

Travel:

0-30 mi. free zone

>30-40 mi. \$25.00/day

>40-50 mi. \$35.00/day

>50-60 mi. \$45.00/day

>60 mi. \$130.00/day plus

- \$0.56/mi. if transportation is not provided.
- \$0.20/mi. if in company vehicle.

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IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

	Wage	Benefit
District 1	\$33.95	\$25.59
District 2	\$33.95	\$24.50
District 3	\$33.95	\$24.50
District 4	\$33.95	\$24.50

Travel:
All Districts
0-45 mi. free zone
>45-85 mi. \$100.00/day
>85 mi. \$150.00/day

Duties Include:

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

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IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

	Wage	Benefit
District 1	\$33.95	\$24.50
District 2	\$33.95	\$24.50
District 3	\$33.95	\$24.50
District 4	\$33.95	\$24.50

Travel:
All Districts
0-45 mi. free zone
>45-85 mi. \$100.00/day
>85 mi. \$150.00/day

Duties Include:

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

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MILLWRIGHTS

	Wage	Benefit
District 1	\$40.49	\$18.84
District 2	\$40.49	\$18.84
District 3	\$40.49	\$18.84
District 4	\$40.49	\$18.84

Zone Pay:
All Districts
0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

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PAINTERS: INCLUDING PAPERHANGERS

	Wage	Benefit
District 1	\$30.00	\$12.81
District 2	\$21.28	\$12.81
District 3	\$25.55	\$12.81
District 4	\$30.30	\$12.81

Travel and Per Diem:
All Districts
No travel or per diem established.

[↑ Back to Table of Contents](#)

PILE BUCKS

	Wage	Benefit
District 1	\$34.50	\$14.07
District 2	\$34.50	\$14.07
District 3	\$34.50	\$14.07
District 4	\$34.50	\$14.07

Duties Include:

Set up crane; set up hammer; weld tips on piles; set leads; insure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed and direction of swing. Cut piles to grade.

[↑ Back to Table of Contents](#)

Zone Pay:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$4.00/hr.

>60 mi. base pay + \$6.00/hr.

PILOT CAR DRIVERS

No Rate Established

[↑ Back to Table of Contents](#)

PLASTERERS

No Rate Established

Duties Include:

All materials beyond the substrate, such as a moisture barrier, any type of drainage installation between the moisture barrier and insulation or EPS board, the attachment of the EPS board, installation of fiberglass mesh embedded in the base coat, any water-resistant coat that is applied on top of the insulation to serve as a weather barrier, and the application of the finish coat.

[↑ Back to Table of Contents](#)

PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

	Wage	Benefit
District 1	\$37.63	\$16.26
District 2	\$37.90	\$16.45
District 3	\$37.90	\$16.45
District 4	\$36.71	\$20.31

Duties Include:

Assemble, install, alter, and repair pipe-lines or pipe systems that carry water, steam, air, other liquids or gases. Testing of piping systems, commissioning and retro-commissioning. Workers in this occupation may also install heating and cooling equipment and mechanical control systems.

Travel:

District 1

0-30 mi. free zone
>30-50 mi. \$35.00/day
>50-75 mi. \$45.00/day
>75 mi. \$100.00/day

Special Provision

If transportation is not provided, mileage at \$0.35/mi. for one trip out and one trip back is added to the amounts above. However, if the employee is traveling more than 75 miles/day, only subsistence at the rate of \$85.00/day is required.

Districts 2 & 3

0-45 mi. free zone
>45 mi.

- \$0.00/mi. in employer vehicle.
- \$0.65/mi. in employee vehicle.

Special Provision:

At the contractors' option, mileage for one trip out and one trip back per week may be paid plus subsistence at the rate of \$135.00/day.

District 4

0-70 free zone
>70 mi.

- On jobs when employees do not work consecutive days: \$0.55/mi. if employer doesn't provide transportation. Not to exceed two trips.
- On jobs when employees work any number of consecutive days: \$110.00/day.

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ROOFERS

	Wage	Benefit
District 1	\$31.47	\$13.26
District 2	\$31.47	\$13.26
District 3	\$29.83	\$ 9.20
District 4	\$24.42	\$ 9.06

Duties Include:

Metal roofing, covers roofs, walls and foundations with water proofing, insulation and vapor barriers in addition to metal flashings. Roofing includes shingles, low slope membranes, metal roofs, insulation, spray foam, coatings and vapor barriers. Wall coverings include metal panels, insulated metal panels and other waterproofing or rain screen systems. Foundation systems include waterproofing and insulation. Excludes prefabricated metal buildings.

Travel:

District 1

0-50 mi. free zone

>50 mi.

- \$0.00/mi. in employer vehicle.
- \$0.35/mi. in employee vehicle.

District 2 and 3

0-35 mi. free zone

>35 mi.

- \$0.00/mi. in employer vehicle.
- \$0.40/mi. in employee vehicle.

District 4

0-50 mi. free zone

>50 mi.

- \$0.00/mi. in employer vehicle.
- \$0.35/mi. in employee vehicle.

Per Diem:

District 1

\$84.00/day

District 2 and 3

Employer pays for room + \$30.00/day.

District 4

Employer pays for room + \$25.00/day.

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SHEET METAL WORKERS

	Wage	Benefit
District 1	\$33.00	\$20.73
District 2	\$33.00	\$20.73
District 3	\$33.00	\$20.73
District 4	\$33.00	\$20.73

Duties Include:

Testing and balancing, commissioning and retro-commissioning of all air-handling equipment and duct work. Manufacture, fabrication, assembling, installation, dismantling, and alteration of all HVAC systems, air conveyer systems, and exhaust systems. All lagging over insulation and all duct lining.

All Districts

0-45 mi. free zone

>45 mi.

- \$0.25/mi. in employer vehicle.
- \$0.65/mi. in employee vehicle.

Per Diem:

All Districts

\$85/day

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SOLAR PHOTOVOLTAIC INSTALLERS

	Wage	Benefit
District 1	\$32.75	\$17.75
District 2	\$32.75	\$17.75
District 3	\$33.90	\$16.40
District 4	\$33.70	\$16.40

Travel:

Districts 1, 2 and 3

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-08 mi. free zone
- >08-50 mi. federal mileage rate/mi. in excess of the free zone.
- >50 mi. \$60.57/day

District 4

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-18 mi. free zone
- >18-60 mi. federal mileage rate/mi.
- >60 mi. \$75.00/day

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SPRINKLER FITTERS

	Wage	Benefit
District 1	\$37.66	\$23.68
District 2	\$39.06	\$25.39
District 3	\$39.06	\$25.39
District 4	\$39.06	\$25.39

Duties Include:

Duties Include but not limited to any and all fire protection systems: Installation, dismantling, inspection, testing, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems, including both overhead and underground water mains, all piping, fire hydrants, standpipes, air lines, tanks, and pumps used in connection with sprinkler and alarm systems.

Travel

All Districts

The following travel allowance is applicable when traveling in employee's vehicle.

- 0-60 mi. free zone
- >60-80 mi. \$19.00/day
- >80-100 mi. \$29.00/day
- >100 mi. \$105.00/day + the IRS rate per mile and \$8.92 for every 15 miles traveled for one trip out and one trip back

No travel allowance required when in employer's vehicle except when staying the night.

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TAPERS

No Rate Established

[↑ Back to Table of Contents](#)

Travel and Per Diem:

All Districts

No travel or per diem established.

TELECOMMUNICATIONS EQUIPMENT INSTALLERS

	Wage	Benefit
District 1	\$32.36	\$9.73
District 2	\$23.33	\$7.03
District 3	\$24.17	\$8.12
District 4	\$23.93	\$2.32

Duties Include:

Install voice; sound; vision and data systems. This occupation includes burglar alarms, fire alarms, fiber optic systems, and video systems for security or entertainment

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Travel:

All Districts

The federal mileage rate/mi. in effect when travel occurs if using own vehicle.

Per Diem:

All Districts

Employer pays for meals and lodging up to \$75.00/day. When jobsite is located in Big Sky, West Yellowstone, and Gardiner, lodging and meals will be provided by the employer for all actual and reasonable expenses incurred.

TERRAZZO WORKERS AND FINISHERS

No Rate Established

Duties Include:

Finish work on hard tile, marble, and wood tile to floors, ceilings, and roof decks

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TILE AND STONE SETTERS

	Wage	Benefit
District 1	\$22.94	\$3.74
District 2	\$22.94	\$3.74
District 3	\$22.94	\$3.74
District 4	\$22.94	\$3.74

Duties Include:

Apply hard tile, stone, and comparable materials to walls, floors, ceilings, countertops, and roof decks.

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Travel and Per Diem

No travel or per diem established.

TRUCK DRIVERS

Pilot Car Driver **No Rate Established**

	Wage	Benefit
District 1	\$23.42	\$ 5.30
District 2	\$25.00	\$ 5.50
District 3	\$31.06	\$10.16
District 4	\$30.60	\$ 9.93

Truck drivers include but are not limited to:

Combination Truck & Concrete Mixer; Distributor Driver; Dry Batch Trucks; Dump Trucks & Similar Equipment; Flat Trucks; Lowboys, Four-Wheel Trailers, Float Semitrailer; Powder Truck Driver (Bulk Unloader Type); Servicemen; Service Truck Drivers, Fuel Truck Drivers, Tiremen; Trucks with Power Equipment; Truck Mechanic; Water Tank Drivers, Petroleum Product Drivers.

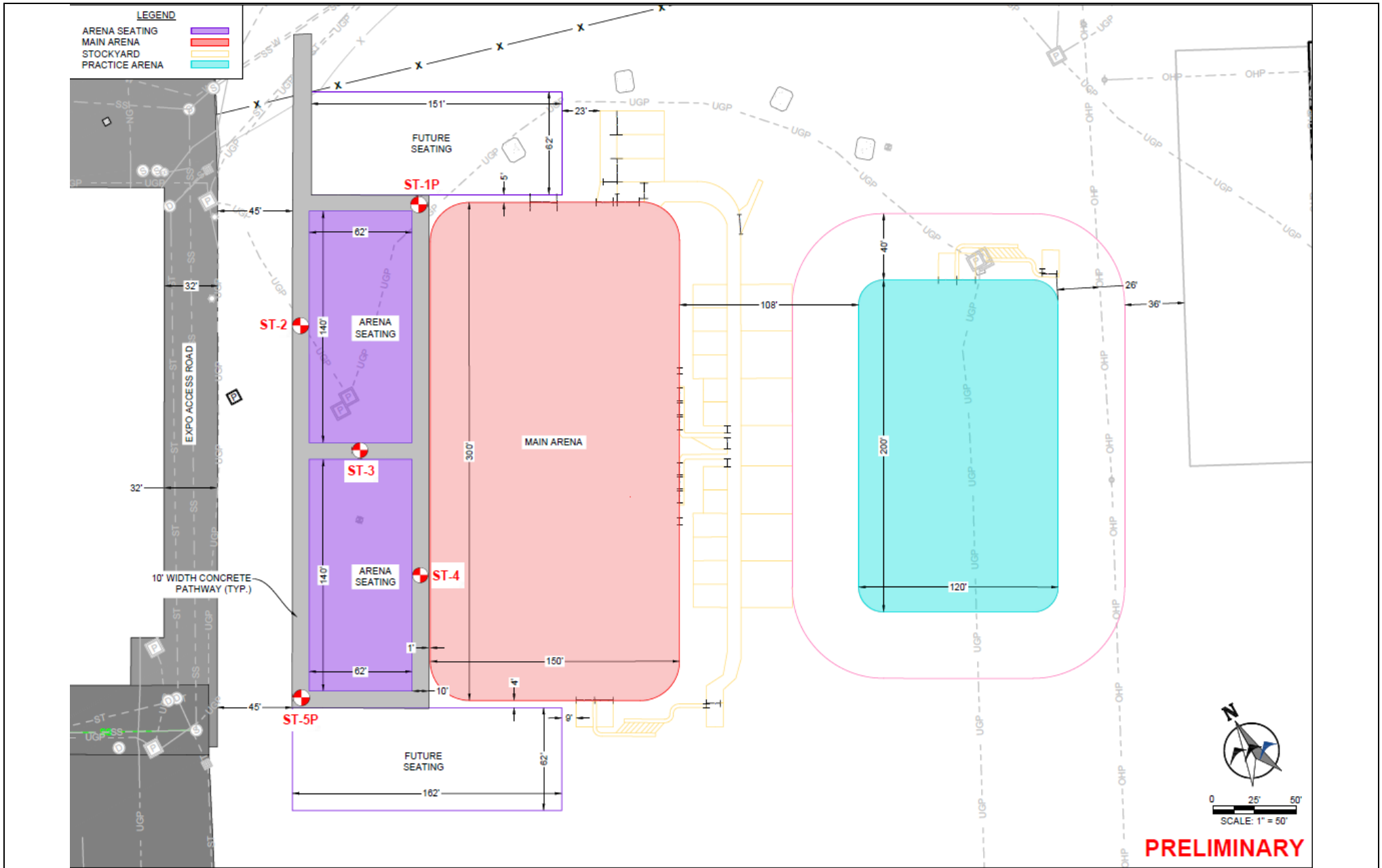
Zone Pay:

All Districts

No zone pay established.

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APPENDIX B: GEOTECHNICAL INFORMATION



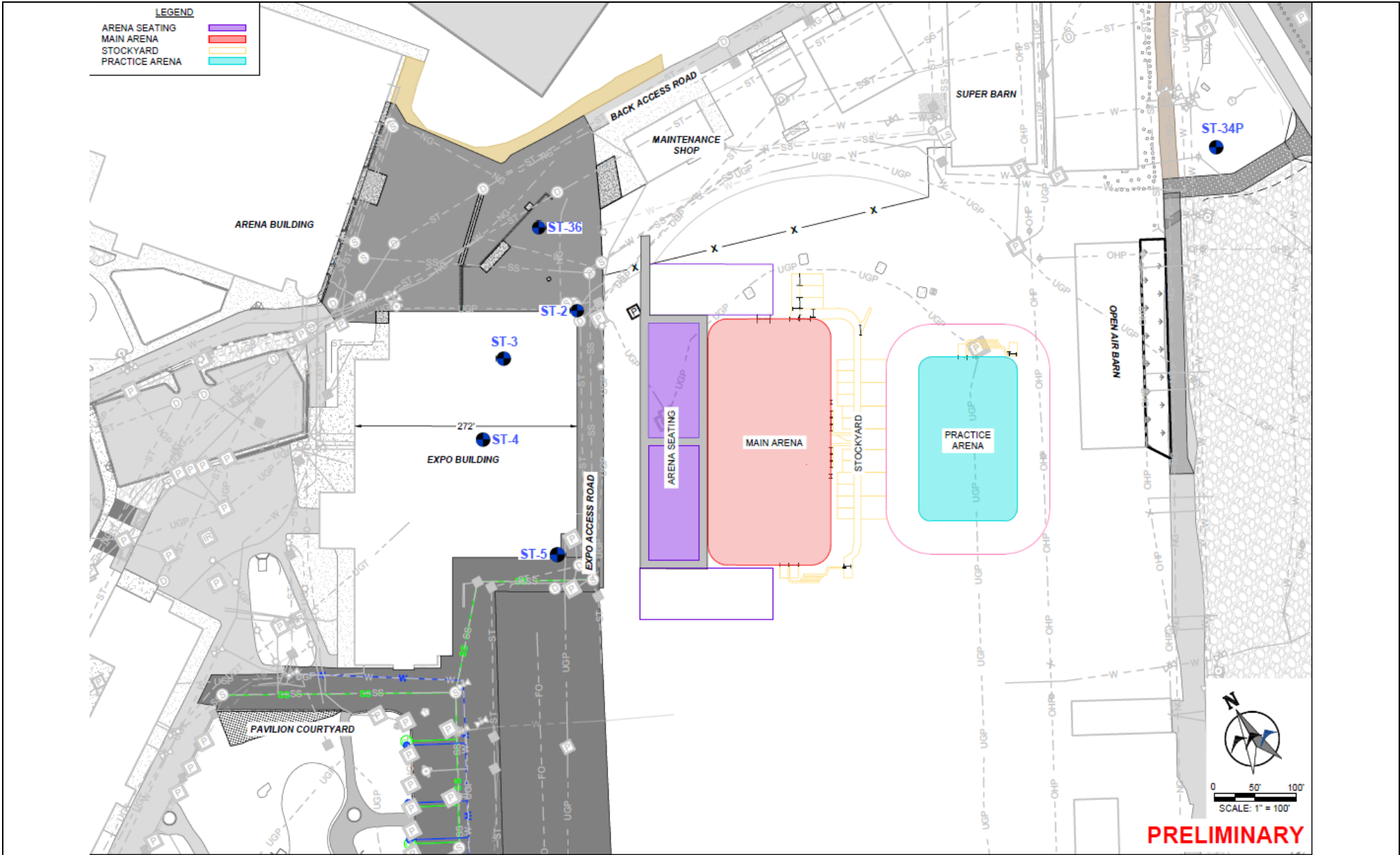
PRELIMINARY



PROPOSED BORING LOCATION SKETCH

New Grandstand
Metra Park Facility
Billings, MT

Drawn by:	WWC/SK Geo	Date	8/2/2024
Proposal:	P-24158		
Scale:	On Image		
Sheet	1	of	2
		FIGURE	1



EXISTING BORING LOCATION SKETCH
 New Grandstand
 Metra Park Facility
 Billings, MT

Drawn by: WWC/SK Geo Date: 8/2/2024

Proposal: P-24158

Scale: On Image

FIGURE

Sheet 2 of 2

2

LOG OF BORING

PROJECT: BHAX-94-122 GEOTECHNICAL EVALUATION Proposed Metra Park Buildings Billings, Montana	BORING: ST-2 LOCATION: See attached sketch.
---	---

DRILLER: W. Neff	METHOD: 3 1/4" HSA, Auto Hmr	DATE: 8/1/94	SCALE: 1" = 4'
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Elev.	Depth	ASTM Symbol	Description of Materials (ASTM D 2488)	BPF	WL	qp	Tests or Notes
3101.8	0.0						
3100.9	0.9		FILL: 4' Bituminous over 6" Aggregate Base.				TW = thin-walled tube sample.
		CL	LEAN CLAY with SAND, medium plasticity, brown, moist, rather stiff to soft. (Alluvium)	11			
				TW			
				2			
3095.8	6.0			3			
		SC	CLAYEY SAND, fine-grained, low plasticity, brown, wet, soft. (Alluvium)				
3093.3	8.5			1			
		CL	LEAN CLAY, medium plasticity, brown, wet, very soft. (Alluvium)		▽		
3090.8	11.0			2			
		ML	SILT, nonplastic, gray, waterbearing, very loose. (Alluvium)				
3088.3	13.5			5			
		CL ML	SILTY CLAY, with a layer of Gravel at 13 1/2', gray, waterbearing, rather soft. (Alluvium)				
3084.3	17.5			27			
		GP	POORLY GRADED GRAVEL, fine- to coarse-grained, with SAND, brown, waterbearing, medium dense. (Alluvium)				
3081.3	20.5						
			END OF BORING				
			Water down 10.5' with 19' of hollow-stem auger in the ground. Water down 11.2' immediately after withdrawal of auger. Boring then backfilled.				

(See Report and Standard Plates for evaluation and descriptive terminology.)

LOG OF BORING

PROJECT: BHAX-94-122 GEOTECHNICAL EVALUATION Proposed Metra Park Buildings Billings, Montana				BORING: ST-3			
				LOCATION: See attached sketch.			
DRILLER: W. Neff		METHOD: 3 1/4" HSA, Auto Hmr		DATE: 8/1/94		SCALE: 1" = 4'	
Elev.	Depth	ASTM Symbol	Description of Materials (ASTM D 2488)	BPF	WL	qp	Tests or Notes
3101.8	0.0	CL	2" of topsoil and root zone over SANDY LEAN CLAY, medium plasticity, brown, dry, stiff to soft. (Alluvium)	13			
3098.3	3.5	SM	SILTY SAND, fine-grained, with a trace of roots, non to slightly plastic, light brown, moist, very loose. (Alluvium)	3			
3093.3	8.5	SP	POORLY GRADED SAND, fine- to coarse-grained, with GRAVEL, light brown, waterbearing, loose. (Alluvium)	6			
3090.8	11.0	CL	LEAN CLAY with SAND, with a trace of organics, gray and dark gray, wet, very soft. (Alluvium)	1	▽		
3083.3	18.5	GP	POORLY GRADED GRAVEL, fine- to coarse-grained, with SAND, waterbearing, medium dense. (Alluvium)	11			No sample returned.
3081.3	20.5		END OF BORING				No sample returned.
			Water down 11.5' with 19' of hollow-stem auger in the ground. Water not observed to wet cave-in depth of 10.6' immediately after withdrawal of auger. Boring then backfilled.				

(See Report and Standard Plates for evaluation and descriptive terminology.)

LOG OF BORING

PROJECT: BHAX-94-122 GEOTECHNICAL EVALUATION Proposed Metra Park Buildings Billings, Montana	BORING: ST-4A LOCATION: Boring offset 12' N of shown location, see attached sketch.
---	---

DRILLER: W. Neff	METHOD: 3 1/4" HSA, Auto Hmr	DATE: 8/1/94	SCALE: 1" = 4'
------------------	------------------------------	--------------	----------------

Elev.	Depth	ASTM Symbol	Description of Materials (ASTM D 2488)	BPF	WL	qp	Tests or Notes
3102.5	0.0						
3100.5	2.0		FILL: 2" topsoil and root zone over Clayey Sand and Silty Sand, brown and dark brown, dry.	9			
3098.5	4.0	SC	CLAYEY SAND, fine- to medium-grained, with a trace of Gravel, low plasticity, brown, moist, medium. (Alluvium)	6	TW		
3096.5	6.0	CL	LEAN CLAY with SAND, medium plasticity, brown, wet, rather soft. (Alluvium)	5		2 1/4	
3094.0	8.5	CL	LEAN CLAY, with a trace of salts, medium plasticity, brown, wet, rather soft. (Alluvium)	4		1 1/4	
3091.5	11.0	ML	SANDY SILT, brown, wet. (Alluvium)	X			Penetration resistance not recorded at 9.5'.
3089.0	13.5	SP	POORLY GRADED SAND, fine- to medium-grained, with a trace of Gravel, brown, wet, medium dense. (Alluvium)	12	▽		
3087.0	15.5	GP	POORLY GRADED GRAVEL, fine- to coarse-grained, with SAND, brown, waterbearing, medium dense. (Alluvium)	35			
END OF BORING Water down 11.2' with 14' of hollow-stem auger in the ground. Water not observed to wet cave-in depth of 10.6' immediately after withdrawal of auger. Boring then backfilled.							

(See Report and Standard Plates for evaluation and descriptive terminology.)

LOG OF BORING

PROJECT: BHAX-94-122 GEOTECHNICAL EVALUATION Proposed Metra Park Buildings Billings, Montana	BORING: ST-5 LOCATION: See attached sketch.
---	---

DRILLER: W. Neff	METHOD: 3 1/4" HSA, Auto Hmr	DATE: 8/2/94	SCALE: 1" = 4'
------------------	------------------------------	--------------	----------------

Elev.	Depth	ASTM Symbol	Description of Materials (ASTM D 2488)	BPF	WL	qp	Tests or Notes
3099.9	0.0						
3098.4	1.5	SC	2" of topsoil and root zone over CLAYEY SAND, with a trace of roots, medium plasticity, olive brown, moist, rather soft. (Alluvium)	7			
		CH	FAT CLAY, high plasticity, brown, wet, medium. (Alluvium)	6			
3095.9	4.0	CL	SANDY LEAN CLAY, with a trace of salts, medium plasticity, brown, wet, rather soft. (Alluvium)	3			
3093.9	6.0	SC	CLAYEY SAND, fine-grained, low plasticity, brown, wet, soft. (Alluvium)	2			
3091.4	8.5	GP	POORLY GRADED GRAVEL, fine- to coarse-grained, with SAND, brown, wet, medium dense to dense. (Alluvium)	21	▽		
				22			
3084.4	15.5		END OF BORING	58			
			Water down 9.5' with 14' of hollow-stem auger in the ground. Water not observed to cave-in depth of 9.2' immediately after withdrawal of auger. Boring then backfilled.				

(See Report and Standard Plates for evaluation and descriptive terminology.)



2511 Holman Avenue
 P. O. Box 80190
 Billings, MT 59108-0190
 Phone: 406.652.3930
 Fax: 406.652.3944

LOG OF BORING

PROJECT: 23-4360G GEOTECHNICAL EVALUATION Metra Park Improvements Billings, Montana				BORING: ST-34P					
DRILLED BY: E. Hollibaugh				METHOD: CME 75HT, Automatic		DATE: 11/20/23		SCALE: 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks		
3099.7	0.0		FILL: Silty Clayey Sand, fine- to medium-grained, trace gravel, olive brown, moist to wet, loose.	7	11.2				
				5	12.7				
					17.6				
				10	21.0				
3093.7	6.0		SILTY GRAVEL with SAND and COBBLES, fine- to coarse-grained, trace Boulders, brown, moist to waterbearing, medium dense to very dense. (Alluvium)	66	1.9				
		GM		52	▽4.6				
				29	8.2				
3084.2	15.5		END OF BORING	44	7.5				
			Water observed at a depth of 10.2' with 14' of hollow-stem auger in the ground.						
			Boring completed as a piezometer.						
			Backfilled with sand to 3', bentonite to 2', cuttings to 1', concrete and manhole to ground surface.						

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 11/15/24



2511 Holman Avenue
 P. O. Box 80190
 Billings, MT 59108-0190
 Phone: 406.652.3930
 Fax: 406.652.3944

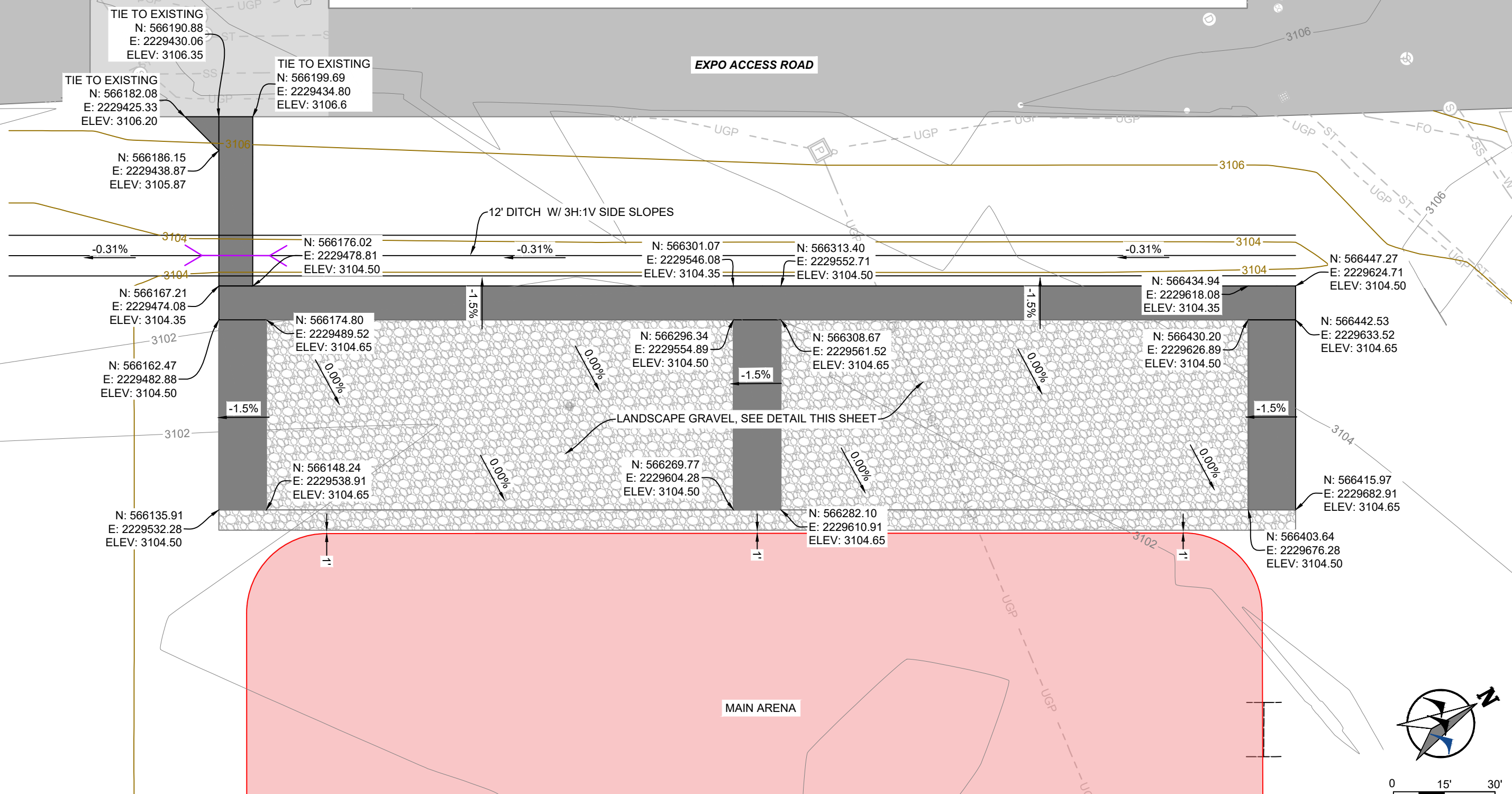
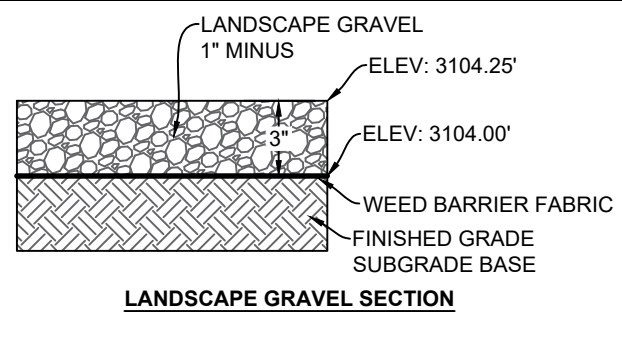
LOG OF BORING

PROJECT: 23-4360G GEOTECHNICAL EVALUATION Metra Park Improvements Billings, Montana				BORING: ST-36					
DRILLED BY: E. Hollibaugh				METHOD: CME 75HT, Automatic		DATE: 11/20/23		SCALE: 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks		
3107.5	0.0								
3107.2	0.3		Asphalt: (3/4")						
3106.7	0.8		Base Course: Poorly Graded Gravel						
			FILL Silty Gravel with Sand, fine- to coarse-grained, brown, moist, medium dense.	17	6.5				
3105.5	2.0		FILL: Silty Gravel with Sand, fine- to coarse-grained, dark olive brown, moist, medium dense.	24	7.0				
3103.5	4.0		SILTY CLAYEY SAND with GRAVEL, slightly plastic, fine- to coarse-grained, olive brown, moist, medium dense. (Alluvium)	11	14.6				
		SC SM		11	11.5	1 1/4	LL=22, PL=17, Pi=5, P ₂₀₀ =39.4%		
				4	14.0				
3096.5	11.0		SANDY LEAN CLAY, low plasticity, some lenses of Clayey Sand, gray, moist to wet, soft. (Alluvium)	2/1	25.6				
		CL							
3092.0	15.5		END OF BORING	1/2	14.4				
			Water observed at a depth of 14.7 with 14.0' of hollow-stem auger in the ground.						
			Water not observed to dry cave-in depth of 10.2' immediately after withdrawal of auger.						
			Boring then backfilled.						

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 1/15/24

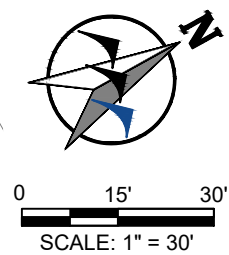
APPENDIX C: PLAN SHEET

K:\Billings\Yellowstone County\2024\295 Metra Events Area Grading and Design\06\CAD\Sheets\Plan\2024\295_BLEACHER GRADING 8/22/2024 9:19:46 AM



NOTE:

1. ALL ELEVATIONS SHOWN MAY BE ADJUSTED IN WHOLE BASED ON SITE CIVIL WORK.
2. ELEVATIONS SHOWN ARE FOR EDGE OF HARD SURFACING UNLESS NOTED OTHERWISE.
3. HARD SURFACING, LANDSCAPE GRAVEL, AND CULVERT TO BE INSTALLED BY BLEACHER CONTRACTOR. ALL GRADING AND DIRT WORK TO BE COMPLETED BY SITE CIVIL CONTRACTOR.



SITE CIVIL PRELIMINARY

NO.	REVISION	BY	DATE

PROJECT NO. 2024-295

PREPARED BY **WWC ENGINEERING**
 550 S. 24TH ST. W., SUITE 201
 BILLINGS, MT 59102
 (406) 894-2210
 www.wwcengineering.com

YELLOWSTONE COUNTY
METRA OUTDOOR ARENA & SEATING
GRADING DETAIL
YELLOWSTONE COUNTY, MT

DESIGNED BY: KMH
DRAWN BY: ZSL
CHECKED BY: GTR
DATE: X/X/XX

SHEET
7

B.O.C.C. Regular

Meeting Date: 08/27/2024

Title: YCSO-Shepherd Schools SRO MOU

Submitted By: Carol Redler

TOPIC:

YCSO-Shepherd Schools SRO Agreement for 2024-2025 School Year

BACKGROUND:

See attachment.

RECOMMENDED ACTION:

Consent & sign.

Attachments

Shepherd SRO 24-25

**MEMORANDUM OF UNDERSTANDING
SCHOOL RESOURCE OFFICER PROGRAM**

**YELLOWSTONE COUNTY SHERIFF'S OFFICE
And
SHEPHERD SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) is made this 21 day of Aug., 2024, by and between the Shepherd School ("School District") and the Yellowstone County Sheriff's Office ("Sheriff's Office") (collectively "the Parties"). The Parties do hereby agree that it is mutually beneficial to all parties for Sheriff's Deputies to be assigned as School Resource Officers ("SROs") to the Shepherd School for the 2024-2025 school year.

**MISSION STATEMENT – YELLOWSTONE COUNTY SHERIFF'S
OFFICE**

The mission of the Yellowstone County Sheriff's Office is to Maintain and improve the quality of life within the community by working with all people to preserve life, maintain human rights, protect property, and promote individual responsibility and community commitment.

MISSION STATEMENT – SHEPHERD HIGH SCHOOL

We will provide all appropriate interventions empowering each student to become a life-long learner.

**MISSION STATEMENT - SCHOOL RESOURCE OFFICER
PROGRAM**

Through education and enforcement and by cooperative efforts with the school staff, the students, the parents, the courts, the surrounding neighborhood, and the community's social service organizations, the SRO program strives to assist the schools with providing a safe school and neighborhood environment and strives to hold juveniles responsible for their actions and prevent individual problems from developing into patterns of delinquency.

PROGRAM OBJECTIVES

1. Friendly contact between the Sheriff's Office and the County's youth. Provide students, faculty and staff, and families the opportunity to meet and interact with a law enforcement officer in a non-confrontational setting. Many people, especially our young people, do not often get the chance to learn about who the law enforcement officers are "behind the badge". This program provides the opportunity for the officer to serve as a role model as well as a resource and a mentor to students.
2. Assistance and information-sharing within the confines of state and federal laws concerning problems and issues affecting the schools and students.
3. Education of children regarding personal rights and responsibilities, the role of laws, courts, and police in society, and other law-enforcement related topics. However, SROs shall not give legal advice to students, families, or school employees.
4. Protection and education of children, when known, regarding alcohol and drugs, gangs, molestation, involvement with older law violators, and other harmful influences.
5. Prevention of crime or delinquent behavior by juveniles within the School Resource Officers' areas of assignment. Increase in safety and security of the school's students, faculty, staff, and visitors.
6. Effective problem solving and liaison with neighborhoods surrounding the schools, which are affected negatively when there is poor student conduct.

SUMMARY OF SRO RESPONSIBILITIES

SROs are employees of the Yellowstone County Sheriff's Office and are subject to the administration, supervision, and control of the Sheriff. SROs are not employees or agents of the School District, and no employee or agent of the School District shall be deemed an employee or agent of the County or Sheriff's Office. SROs are Deputy Sheriffs and not schoolteachers, school administrators, school counselors, school officials, or other school employee.

The SROs' primary responsibility is to maintain law and order in the schools and to ensure, where possible, that the students and faculty have a safe, secure, and drug-free educational environment. As such, the SROs investigate criminal cases involving youth, maintain order through the enforcement of local, state, and federal laws, recover stolen property, bring perpetrators to justice, and support school administration in enforcing the conduct policies of the school. As law enforcement officers, SROs must comply with the federal and state constitutions, laws, and County policies and procedures. The School District cannot be held liable or responsible for the SRO's failure to comply with these obligations.

The SRO will be responsible for carrying out his/her duties at the assigned schools.

- ◆ SROs are “non-exempt” employees covered by the federal Fair Labor Standards Act and the Montana Wage and Hour laws. Wages, benefits, and other terms and conditions of employment comply with those laws, the County employment policies, and the current collective bargaining agreements between the Montana Federation of Public Employees and the County.
- ◆ SROs are governed by the rules, policies, shifts, schedules, procedures, and practices of the Yellowstone County Sheriff’s Office, under the supervision of the Patrol Division Commander or Shift Supervisor.
- ◆ SROs are encouraged to be a part of student groups and school staff when requested, and to work as a team with school administration for the betterment of students and the school and neighborhood environment as a whole.
- ◆ SROs are encouraged to work extracurricular activities as requested by the school administrator. It is recognized by all parties that these assignments provide further opportunities for crime prevention and crime detection. The SRO will not be used as a replacement security officer for off-duty/special duty assignments. If additional security is needed at special events, and additional Sheriff’s Office personnel are not available, the School District is encouraged to employ its own security personnel or contract with a private security provider. All work outside of school hours shall be approved by the SRO’s supervisor in advance and will be consistent with the federal and state wage and hour laws and the collective bargaining agreement. In order to keep overtime hours to a minimum, SRO schedules will be flexible and may be adjusted to as closely as possible, maintain a 40-hour work week. The cost of any overtime will be the responsibility of the Sheriff’s Office. The School District shall provide documentation to the Sheriff’s Office regarding any additional hours, if requested.
- ◆ SROs are expected to keep the school Principal or his designee informed about law enforcement action which occurs on school property and/or which may involve a student unless the information cannot be released pursuant to the Montana Criminal Justice Information Act. The County and School District agree to cooperate with each other during their respective investigations.
- ◆ SROs are expected to attend all training, meetings, and appointments assigned by the Sheriff’s Office. It is recognized that some of these will conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible, but the potential exists that such requirements will take precedence over school presence. The SROs shall strive to keep the school Principal or designee informed about such absences as appropriate on a need to know basis.

- ◆ If the SRO is absent from work, the SRO shall notify the Sheriff's Office in accordance with its usual protocols and the Principal of the school to which the SRO is assigned. If during the SRO absence an incident arises that requires law enforcement involvement, the School District shall notify the Sheriff's Dispatcher, who shall provide a Deputy(s) to respond to the incident.
- ◆ It is the intent of the parties that the SRO duty hours shall conform to the school day. Duty assignment in the summer months, when school is not in session, will be under the direction of the Sheriff or his designee.
- ◆ The SROs shall coordinate closely with the school Principals on all matters and seek guidance, permission, and advice as to any actions or activities that are not law enforcement. The Principal has the primary responsibility for education and maintaining discipline at the school, and the SRO is there to assist the Principal as the Principal determines is necessary. In so doing, the SRO shall be the designee of the Principal in maintaining the safety of the physical plant of the school, which includes but is not limited to the building(s), ground(s), parking lot(s), locker(s) and other public school property. The Principal and SRO will develop a system of record-keeping by which the SRO logs and shares information that is relevant to school administration's management of the school.
- ◆ SROs will not be involved in ordinary school discipline UNLESS it will prevent a disruption and/or situation that places someone at risk of imminent and serious harm. Disciplining students is a School District responsibility, and only when the Principal (or designee) and the SRO agree that SRO assistance is needed to maintain a safe and proper school environment will the Principal request such assistance and the SRO provide it. The SRO program is not intended to be a substitute for or relieve the school administrators of their responsibility for maintenance of discipline and good order in the schools.
- ◆ The School District shall provide training regarding school policies and procedures.

TRANSPORTING STUDENTS

SROs shall not transport students in county vehicles except:

- i. When the student is a victim of a crime, under arrest, or some other emergency circumstances exist; or
- ii. When a student is suspended and/or sent home from school pursuant to school disciplinary actions, if the student's parent/guardian/caretaker has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his or her continued presence on campus is a threat to the safety and welfare of other

students or school personnel. The student's parent/guardian/caretaker will be notified of this transportation prior to it occurring; or

iii. At the request of a parent/guardian/caregiver with approval of the principal, under exigent circumstances.

Prior to transporting any student, school administration and/or the SRO must determine that the student's parent/guardian/caregiver is at the destination to which the student is being transported. Normal procedures for advising dispatch of a transport will be followed when transporting students. SROs shall not transport students in their personal vehicles.

SROs shall notify school administration prior to removing a student from campus.

ACCESS TO EDUCATION RECORDS

A. School administration shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by Montana law. School administration and the SRO may share information and provide assistance to each other concerning problems and issues affecting the schools to the extent allowed by Montana law.

B. If confidential information in a student's record is needed in an emergency to protect the health and safety of the student or other individuals, school administration may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need for the information to meet the emergency, and the extent to which time is of the essence. The SRO shall not disclose that information to anyone else except as allowed by law.

C. If the SRO requests confidential student records or information, but no emergency exists, the information may only be released to the SRO as allowed by law, constitution, and policy. Directory information, as defined by FERPA and policy, is not confidential and is available to the SROs.

INDEMNIFICATION

The School District shall provide, at its own expense, adequate liability insurance coverage. The School District shall defend, indemnify, and hold harmless the County and the SROs from any and all claims for loss or damage to property or injury or death to persons, including costs, expenses, and reasonable attorney's fees, arising from the negligent or wrongful acts or omissions of the School District, its trustees, employees, agents, or representatives.

The County shall provide, at its own expense, adequate liability insurance coverage. The County shall defend, indemnify, and hold harmless the School District, its trustees, agents, employees, representatives, and volunteers from any and all claims for loss or damage to property or injury or death to persons, arising from the negligent or wrongful

acts or omissions of the County, employees (including the SROs), agents, or representatives.

SELECTION AND FINANCIAL CONSIDERATION

Shepherd School District agrees to reimburse Yellowstone County the amount of \$36,779.00 for one SRO during the 2024-2025 school year. This amount represents 50% of the total cost of \$73,558.00 shared with Huntley Project School District, as stipulated on p.7 of this agreement.

The school will provide an office space for SROs. The Sheriff's Office will provide to its SROs any required police equipment, including but not limited to radios and motorized and non-motorized vehicles.

PROGRAM ASSESSMENT

SROs, School Administration for the respective middle and/or high schools, and an assigned Supervisor will meet at the beginning of the term set forth in this Agreement to set the goals and objectives of the SRO for the respective school. An assessment mechanism will be developed jointly that will be used to determine the effectiveness of the SRO program. The School Resource Officer Program will be assessed annually, and the evaluation will be conducted jointly by the Yellowstone County Sheriff's and the school district. Quarterly and, where applicable, year-end meetings will be held to determine progress and to make adjustments as needed.

The following topics, at a minimum, will be used to evaluate the program:

- ◆ Success of established goals and objectives.
- ◆ An internal survey of high school administration, faculty, and student council members, primarily concerning perceptions of safety and security.
- ◆ Traditional officer-citizen contacts (warnings, citations, arrests, FIRs, etc.).
- ◆ Non-traditional officer-citizen contacts (meetings attended, problem areas addressed, student or family interviews, etc.).
- ◆ Surrounding neighborhood feedback and reaction to law enforcement efforts to address issues concerning the schools and students.
- ◆ Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the Principal.

In addition, each SRO's effectiveness in the program will be evaluated at the end of each school term. School District administration, through the Superintendent or designee, will provide input into the evaluation, including information regarding and supporting any dissatisfaction. This input may include a recommendation to the Sheriff that the officer should not be assigned to that school the following year. The Sheriff will seriously consider the evaluation and the input of the Superintendent when assigning an officer to a building and will make a good faith effort to address any concerns raised. Ultimately,

however, the final decision on which officer will be assigned as a school resource officer and where is within the sole discretion of the Sheriff.

EFFECTIVE DATE

This Memorandum of Understanding is effective upon approval and shall remain in effect through June 30, 2025, unless renewed by agreement of both parties or terminated as provided herein.

TERMINATION OF AGREEMENT

Either party may terminate this agreement upon sixty (60) days written notice to the other party. If this agreement is terminated by the School District, then the full balance of the amount paid will be retained by the County. If the agreement is terminated by the County, then the pro-rated balance of the amount paid will be refunded to the School District. The pro-rated balance will be based on the total number of school days for the term of this Agreement and the number of school days remaining after the date of termination of the agreement. Both parties will cooperate to complete any investigations and to participate in any court or disciplinary proceedings which extend beyond the termination of this agreement.

NOTICES

All requests, notices, payments, demands, authorizations, directions, consents, waivers or other documents required or permitted under this Agreement shall be in writing and shall be delivered in person to, or deposited postage prepaid and return receipt requested in the registered or certified mails of the United States, addressed to:

Sheriff Mike Linder
Yellowstone County Sheriff's Office
2323 2nd Avenue North
Billings, Montana 59101

Notice is deemed given upon receipt.

PARTNERSHIP WITH HUNTLEY PROJECT SCHOOLS

The Parties understand and agree that, throughout the term of this Agreement, the SRO(s) utilized by the School District shall be part of a joint partnership with Huntley Project School District. All costs, duties, and responsibilities shall be split between the two school districts based upon an agreed-upon amount and schedule.

MODIFICATION; ENTIRE AGREEMENT OF PARTIES EXPRESSED

This Memorandum of Understanding expresses the entire agreement of the parties. No modification of this Agreement shall be valid or binding unless the modification is in writing, dated, and signed by both parties.


Executed this 21 day of August, 2024

Shepherd School District

Attest:



School Board Chair



Superintendent

Yellowstone County Commissioners

Attest:

Clerk and Recorder
Jeff Martin

Board Chair
John Ostlund

Mark Morse

Donald W. Jones

Approved as to form and content:

County Attorney

Sheriff Mike Linder



Attorney for Shepherd Schools

B.O.C.C. Regular

Meeting Date: 08/27/2024

Title: PERSONNEL ACTION REPORTS

Submitted By: Erika Guy

TOPIC:

PERSONNEL ACTION REPORTS - Detention Facility - 1 Appointment; Finance - 1 Appointment; Sheriff's Office - 1 Termination;

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

NA
