

## COMMISSIONER MEETINGS

All meetings take place in the Commissioners Conference Room (3107)  
located in the Stillwater Building @ 316 North 26th Street (3rd Floor)  
and are open to the public unless otherwise noted

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WEDNESDAY - APRIL 16, 2025

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8:45 Calendar

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9:00 COMMISSIONERS DISCUSSION

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PLEDGE

### DEPARTMENTS

1. **Tim Harrington** - Community Seven Contract Renewal
2. **MetraPark** - Skybox Leasing Proposal
3. **Elections** - Elections Updates -- RFP
4. **Facilities** - Planning Employees for CAB
5. **Finance** -
  - a. Alcohol Earmarked Allocation
  - b. STDF Change Order - Controlled Doors
  - c. Metra Arena Lighting
  - d. County Admin Building Roof Insulation

### COMMISSIONERS

1. Commissioner Board Reports
2. 2025 Legislative Proposed Bills

### PUBLIC COMMENTS ON COUNTY BUSINESS

**B.O.C.C Wednesday Discussion**

1.

**Meeting Date:** 04/16/2025

**Title:** Tim Harrington - Community Seven Contract Renewal

**Submitted By:** Erika Guy

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**TOPIC:**

**Tim Harrington** - Community Seven Contract Renewal

**BACKGROUND:**

See Attachments

**RECOMMENDED ACTION:**

Discuss

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**Attachments**

Contract

Addendum

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# PROFESSIONAL SERVICES CONTRACT

## BROADCASTING CONTRACTOR

This contract is entered into this 7<sup>th</sup> day of July, 2021, by and between the BOARD OF COUNTY COMMISSIONERS, Yellowstone County, Montana, hereinafter referred to as the "BOARD," and Billings Community Cable Corporation, hereinafter referred to as "CONTRACTOR".

1. The BOARD engages CONTRACTOR to perform duties as a broadcaster.

### SCOPE OF SERVICES:

2. CONTRACTOR agrees to perform, in a professional, timely manner, all of the duties, both expressed and implied, that relate to the following scope of services:

- Broadcast live the Tuesday meetings of the Yellowstone County Commissioners; and
- Rebroadcast the Tuesday meetings on the following Saturdays and Sundays.
- Produce and broadcast monthly segments on county departments and services
- Provide video archiving of regularly scheduled Tuesday Yellowstone County Commissioners meetings for a minimum of on (1) year. This service will include video-on-demand playback of all archived meetings and the content will be indexed per agenda items set forth by the meeting agenda. This service will be made available via the Community Seven's website.

### TERM:

3. The term of this contract will commence on July 1, 2021, and terminate on June 30, 2022. Either party reserves the right to terminate this contract at any time. Should either party desire to terminate this contract, the terminating party shall give thirty (30) days written notice.

### COMPENSATION:

4. The BOARD agrees to pay CONTRACTOR \$27,500 in four installments. Payments of \$6,875 will be made in August 2021; October 2020; January 2021, and April 2022.

**Broadcasting Contractor Contract**

**INDEPENDENT CONTRACTOR:**

5. The CONTRACTOR is an independent contractor and not a County employee. The CONTRACTOR agrees to perform the labor and terms of this contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute the CONTRACTOR, or any of its agents or employees are the employee of Yellowstone County for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal withholding taxes.

**WORKER'S COMPENSATION:**

6. The CONTRACTOR agrees to provide all required worker's compensation coverage for its agents and employees during the term of this contract.

**INDEMNITY:**

7. CONTRACTOR expressly agrees to hold harmless and indemnify Yellowstone County, its elected officials, employees, and agents from liability, loss, or damage(s), including costs and reasonable attorney's fees for defense of the same that Yellowstone County may suffer as a result of CONTRACTOR's negligent acts, errors, or omissions, or the negligent acts, errors, or omissions of CONTRACTOR's agents or employees in the performance of the professional services under contract.

**LEGAL REMEDIES:**

8. Should either party commence litigation, arbitration, or mediation proceedings relating to this agreement, or to enforce or interpret any provisions of this agreement, the prevailing party shall be entitled to recover all reasonable expenses, including attorney fees, witness and expert witness fees and court costs.

**Broadcasting Contractor Contract**

9. The parties agree that this contract shall be governed by the laws of the State of Montana, and that venue shall be in the Thirteenth Judicial District Court, Billings, (Yellowstone County) Montana.

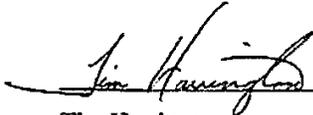
10. CONTRACTOR shall not sublet or assign any of the services covered by this contract without the express written consent of the BOARD.

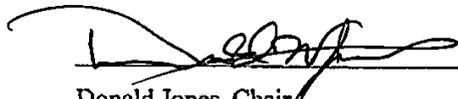
11. This contract constitutes the full and complete contract between the BOARD and CONTRACTOR. The provisions herein relating to the terms and conditions of this Professional Services Contract supersede any and all prior agreements, resolutions, practices, policies, rules and regulations concerning terms and conditions inconsistent with these provisions. Any modifications to this contract shall be made in writing signed by both parties.

IN WITNESS WHEREOF, the parties set their hands and seals this 13<sup>th</sup> day of July 2021.

BILLINGS COMMUNITY  
CABLE CORPORATION

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

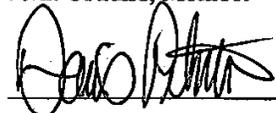
  
\_\_\_\_\_  
Tim Harrington  
Executive Director

  
\_\_\_\_\_  
Donald Jones, Chair

(SEAL) ATTEST

  
\_\_\_\_\_  
John Ostlund, Member

  
\_\_\_\_\_  
Jeff Martin, Clerk and Recorder

  
\_\_\_\_\_  
Denis Pitman, Member

**B.O.C.C. Regular**

**Agenda Item 2. c.**

**Meeting Date:** 07/26/2022

**Title:** Community Cable Corporation Contract Addendum

**Submitted For:** James Matteson, Purchasing Agent

**Submitted By:** James Matteson, Purchasing Agent

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**TOPIC:**

Community Cable Corporation Contract Addendum

**BACKGROUND:**

The Original contract with Community Cable to provide services that relate to live broadcast, rebroadcast, and production of regularly scheduled meetings of the Board of County Commissioners and provide archival of meetings for video playback via the Community Seven website. The contract was effective from July 7th, 2021 through June 30, 2022. This addendum extends the contract for 3 years ending on June 30th, 2025.

**RECOMMENDED ACTION:**

Approve the request and return a copy to Finance

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**Attachments**

Community Seven Addendum to 2025

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**ADDENDUM to Agreement between  
BOARD OF COUNTY COMMISSIONERS and BILLINGS COMMUNITY CABLE CORPORATION**

This addendum is entered into this 26<sup>th</sup> day of July, 2022, by and between the **BOARD OF COUNTY COMMISSIONERS**, Yellowstone County, Montana, hereinafter referred to as the "BOARD," and **BILLINGS COMMUNITY CABLE CORPORATION**, hereinafter referred to as "CONTRACTOR."

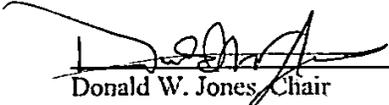
1. Whereas, the PARTIES entered into a services agreement on July 7, 2021 for CONTRACTOR to provide services that relate to live broadcast, rebroadcast, and production of regularly scheduled meetings of the BOARD and that provide archival of meetings for video playback via the Community Seven's website.

2. Whereas, the PARTIES desire to modify and extend the agreement for three (3) additional years until June 30, 2025.

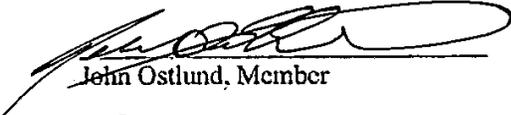
3. Either party can terminate addendum with two (2) weeks' notice. The term of the addendum shall not exceed the term or any extension of the underlying contract.

IN WITNESS WHEREOF, the PARTIES set their hands and seals 26<sup>th</sup> day of July, 2022.

**YELLOWSTONE COUNTY COMMISSIONERS**

  
\_\_\_\_\_  
Donald W. Jones, Chair

DATE July 26, 2022

  
\_\_\_\_\_  
John Ostlund, Member

DATE July 26, 2022

  
\_\_\_\_\_  
Denis Pitman, Member

DATE July 26, 2022

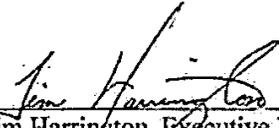
SEAL/ATTEST:



\_\_\_\_\_  
Jeff Martin, Clerk and Recorder

DATE 7/26/22

Billings Community Cable Corporation



\_\_\_\_\_  
Tim Harrington, Executive Director

DATE 7-20-22

**B.O.C.C Wednesday Discussion**

**2.**

**Meeting Date:** 04/16/2025

**Title:** Skybox Leasing Proposal

**Submitted For:** Kevan Bryan, OMB Director

**Submitted By:** Kevan Bryan, OMB Director

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**TOPIC:**

**MetraPark** - Skybox Leasing Proposal

**BACKGROUND:**

The BOCC requested that OMB and Metra management develop a proposal for a redesigned program for leasing skyboxes, effective 11/1/25.

**RECOMMENDED ACTION:**

Discuss, with BOCC direction as to final program and leasing options.

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**Attachments**

Metra Skybox Program Proposal

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# Metra Skybox Leases

## Proposal

11/1/25 – 10/31/26

### Background

Throughout the review of this program, the County has kept important points and goals in mind.

- The rents charged to tenants fall significantly short of probable market value
- The current language in the existing agreement fails to address many points found in similar leasing arrangements found in other venues (provided to the County with owner permission via Venue Solutions Group). These include points on enhanced indemnification for the County, protecting against unreasonable litigation and claims, and the County's ability to consider subletting, due to the low usage rate of our existing boxes
- The County is not best served through essentially an "evergreen" approach to the leasing of the skyboxes, even given that these sorts of agreements have been reconsidered by the county attorney's office, where it was determined to not fall under MCA 18-4-313 as previously assumed
- Current tenants have not been responsible for any of these conditions or situations, as they have always followed the processes established by the County

### Establishing "market value"

This is certainly one of the more difficult measures because ultimately the market that represents our metropolitan area, perhaps even a good piece of the trade area will determine this.

But it is an important exercise, and we considered a few different angles, even though it is a challenge to find a product like our skyboxes to which we can compare.

The first look is to just consider where we have been and the rate of inflation. The chart we used from Metra gave us rates in FY13. An average skybox rented for a little more than \$12,000 at that time – not saying this was market, but we used it for this individual approach.

Asking that by a 3% annual escalation brings us to \$18,535. Our current average, before this recent request for a 5% increase through 10/31/25 is almost unchanged from FY13.

Keep in mind, we have added a number of features and enhancements to the skybox experience since that time.

We then attempted to look at what others are doing. Our first attempt was contacting the Casper, WY and Nampa, ID facilities run by OVG. There was no similar option in Casper and the Nampa location has an 8-person loge in their amphitheater. Overall, the amphitheater can seat 10,500 combining reserved and grass seating in this outdoor venue. The loge is rented at \$25,000 per year.

We broadened our scope and had VSG assist us in some comparisons.

In Savannah, GA (population approx. 150,000 / metro area 425,000) – Enmarket Arena (9,500 seat capacity) – 6 seat capacity \$30,000 incl tickets and 8 seat capacity \$40,000)

In Fort Wayne, IN (population approx. 270,000 / metro area 458,000) – Allen County Arena (13,000 seat capacity) – 16 seat capacity at \$875 per event for hockey and \$425 per basketball event. Concerts, etc. are more, based upon specific event)

In Lincoln, NE (population approx. 295,000 / metro area 344,000) - Pinnacle Bank Arena (15,500 seat capacity) – 12 seat capacity for basketball at \$900 per game and \$1500 - \$2100 per concert)

Billings, MT (metro 191,000 / trade area > 500,000)

## **Rate Determination**

We are taking a new direction here to address some longstanding issues with providing a market return on a taxpayer owned asset. It may be tempting to suggest a phased in increase, but we believe the better course is to make the adjustment now. Again, to be clear, current lessees have played by the rules and have paid what was requested. This issue is on the County for not having a more prompt and market-based approach going all the way back to 2013 – 2016 or so, and each year subsequent to that.

As previously mentioned, the utilization of a static escalator from FY13 yields a floor of approximately \$18,500 for an average skybox. That, along with comparisons listed above give us two measurements for our decision. Keep in mind that the other venue comparisons aren't perfect due to some details a bit unique to Metra – lack of local or nearby competition, our broader trade area, etc. But we believe it gives us a sampling and some detail that proves useful here.

Our internal "build" of a pricing model utilized some of the event-based rent approaches, along with amounts that Metra has been successfully obtaining when leasing skybox 9, when not in use by our naming rights sponsor. We also looked at a bit of a volume approach based upon an "average" year. Details from these pieces to draw our conclusion are as follows:

- 80 event days in the arena, this is due to some events take up more than one day for a booking-like high school tournaments

- Of the 80 days, we find about 60 of those being smaller events, such as high school sports, certain niche events. 12 days are for "mid-tier events, which essentially fill our lower bowl of the arena, with 2,500-5,000 attendance. 8 days are for "sell outs" with 5,500 + in attendance
- Average skybox usage is calculated at 41.75%, which we rounded to 40% for this analysis
- Rates generally obtained for these events, via skybox 9 are: \$500 for smaller events, \$1,500 for mid-tier events and \$3,000 for large events
- Given newness of this approach, we assume (to be conservative) that only two-thirds of these events will be booked/assumed if we were to simply allow for no tenants and booking all boxes on an event-by-event basis
- Next, to determine lost revenue opportunities due to lessees not opting to allow for subletting of their space, we assume that we would lose the opportunity to successfully find a single event day renter for about half of the smaller events, 25% of the mid-tier events and for at least one sellout event. We consider these estimates to be low vs. likely outcomes from available inventory to sell, but we are conscious of the fact that certainty cannot be predicted without some actual experience in this program

These assumptions, which will need to be updated for actual experience and subletting frequencies before the expiration of the upcoming lease opportunities (11/1/25 – 10/31/27).

For an 11-seat skybox, this detail would yield a base rate of \$19,500, and a rate of \$28,500 on boxes where the lessee chooses to opt out of subletting.

As we find in common practice for commercial property valuations (cost/market/sales and income), or with business valuations (comps, income based, asset based), this review also looks at three different approaches to determine our pricing model.

In our case, we looked at approaches detailed above. A simple inflation adjusted approach yields a starting point of around \$18,500. This approach has limitations, to be sure. Then we find that single event rates found elsewhere compared to what Metra has been obtaining show reasonable consistency. Finally, building a model off of known variables (event days, usage estimates, Metra single event rates) allow us to calculate possible rates going forward.

Without going into significant detail on each approach, the one that would appear to provide the greatest level of confidence is the last one, although as to base it is also somewhat confirmed with a very simplified measurement of the impact of inflation upon our existing rates over time.

A second, yet very important piece of the pricing considerations going forward relate to ticket pricing. Thus far, Metra has charged skybox lessees the least expensive ticket price for events. We believe that this should be moved to the mid-tier ticket pricing level. The lessees will have the benefit of better seating than lowest price point options and should be charged with this in mind.

This ticket pricing difference should not be confused with skybox rental rates. Those annual rates come with significant benefits not available to general admission guests including, but not

limited to premium parking, separate entrance, food and beverage options and service, free amenities during events that include soft drinks, separate restroom options, etc.

### **Proposed Rates – First Year**

Aside from Skybox 9, utilized on occasion by the arena naming rights sponsor (15 capacity) and otherwise available for subletting, the arena has nine skyboxes, configured as follows:

- 4 boxes – 11 capacity (boxes 3, 4, 7, 8) – will be charged at base rates
- 2 boxes – 13 capacity (5, 6) – will be charged at base + 10%
- 1 box – 15 capacity (2) – will be charged at base + 20%
- 2 boxes – 25 capacity (1, 10) – will be charged at base + 30%

### **Proposal to the Board of County Commissioners**

We believe the best path to make this substantial transition is to allow for two-year terms, with no renewal option stated, and to allow the current lessees the first opportunity to accept the new leases, conditions and rates. This will allow for those with the best concept of value for services received to establish a firmer market value for the skyboxes and allow for a more orderly transition to the new program.

If a current tenant chooses to not participate, Metra can hold those boxes and rent them out on an event-by-event basis. Initially, Metra will not retain more than three of these boxes in the first year. For these boxes, Metra will work with the County Attorney's office to develop an "event lease" to be used in this situation.

If there are more than three boxes not renewed or that Metra chooses not to put into an event-by-event rental program, Metra will reach out to their current waiting list of those who have previously expressed a desire to become tenants. If any box continues to be available after that, the County will advertise the vacancy with stated terms with a deadline to apply. From those who respond, the County will randomly select a tenant or tenants to fill those openings for the two-year term.

Overall, rents due from tenants shall be paid either annually or semi-annually, before the term commences.

As part of this program and to assist in our effort to keep up with reasonable costs, an increase of 3% will apply to the second year.

Personal property may be allowed in boxes not subject to subletting only, pending Board approval. This would apply to, as examples, paintings, sculptures, memorabilia, and furniture. Each lease will provide language as to the County's limited liability for this decision by the tenant, and the tenant will need to provide photographic evidence of items to be placed in the skybox involved.

The County will utilize a two-tier rate for the boxes. One rate, a lower one will be allowed for those tenants who agree to subletting. In consideration of the loss in revenue opportunities by the County should the tenant not agree to subletting, a higher rate for the skybox will apply.

If a tenant agrees to subletting, it shall provide sufficient notice to Metra to allow for marketing that box to the public, with deadlines and terms established by Metra management.

Keep in mind that Metra will present in its FY26 budget, plans to freshen or update the boxes before the expiration of the current leases. Improvements are encouraged to help provide added value and enhanced experience for this revised program.

The proposed new leases and rates should be made public no later than July 1, 2025. This will allow for an appropriate period of consideration on behalf of the current tenants, but then also allow the County time to decide its best course for tenants choosing not to lease from the County, beginning 11/1/25.

**B.O.C.C Wednesday Discussion**

**3.**

**Meeting Date:** 04/16/2025

**Title:** Elections Updates -- RFP

**Submitted For:** Katherine Aldrich, Election Administrator

**Submitted By:** Katherine Aldrich, Election Administrator

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**TOPIC:**

**Elections** - Elections Updates -- RFP

**BACKGROUND:**

- The Elections Department is preparing an RFP for a printing contact for ballots.
- General status update on school/special district election.

**RECOMMENDED ACTION:**

Discuss

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**B.O.C.C Wednesday Discussion**

**4.**

**Meeting Date:** 04/16/2025

**Title:** Employee planning for CAB

**Submitted For:** Tim Kaczmarek

**Submitted By:** Tim Kaczmarek

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**TOPIC:**

**Facilities** - Planning Employees for CAB

**BACKGROUND:**

Facilities currently has 7 employees

**RECOMMENDED ACTION:**

Hire more employees

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**B.O.C.C Wednesday Discussion**

**5. a.**

**Meeting Date:** 04/16/2025

**Title:** Alcohol Earmark Allocation

**Submitted For:** Jennifer Jones, Finance Director

**Submitted By:** Jennifer Jones, Finance Director

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**TOPIC:**

Alcohol Earmarked Allocation

**BACKGROUND:**

Alcohol earmarked funds are remitted to YC throughout the year from the State. The form was received for the BOCC to decide how those funds should be allocated.

**RECOMMENDED ACTION:**

Discuss

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**Attachments**

AE Form

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## Instructions For Service Provider County Designation Forms

The purpose of the attached form is to allow County Commissioners to designate a State-Approved Substance Use Disorder (SUD) Treatment and Prevention Provider(s) to receive earmarked alcohol tax monies for the provision of substance misuse/abuse treatment and prevention services in accordance with 53-24-206, MCA.

When designating a provider, the designated provider will be responsible for working with county commissioners to develop and seek Department approval for the countywide plan and annual updates.

1. Select the provider from the list below.
2. Select the percentage of the alcohol tax dollars you would like to designate to each provider.
3. Select the services to be provided and indicate a percentage of the alcohol tax dollars you would like to designate for that service under the provider selected.
4. This attached form must be signed by a majority of the County Commissioners and electronically returned **no later than June 14, 2025**, to:

Nate Thomas or Danielle Wulfekuhle, Budget Analysts  
 Behavioral Health and Developmental Disabilities Division (BHDD)  
 Department of Public Health and Human Services (DPHHS)  
[nate.thomas@mt.gov](mailto:nate.thomas@mt.gov) or [Danielle.Wulfekuhle@mt.gov](mailto:Danielle.Wulfekuhle@mt.gov)  
 (406) 444-4926 or (406) 444-7433

### Yellowstone County

#### CURRENT STATE APPROVED SUD TREATMENT AND PREVENTION SERVICES AVAILABLE IN THE COUNTY

Program Name	Prevention	Outpatient	Residential Home	Inpatient	Detox
South Central Montana Regional Mental Health Center	x	x			
Alternatives Inc.		x			
Billings Addiction Counseling LLC		x			
Billings Urban Indian Health & Wellness Center		x			
New Day Ranch		x	x		
Rimrock Foundation		x	x	x	x
Yellowstone Boys and Girls Ranch		x	x		
Change on the Horizon		x			
Moving Forward		x			
On Track Counseling		x			
Sheyrl Whiteman		x			

Fiscal Year: 2026 (07/01/25 - 06/30/26)

## Service Provider Designation Form

### Yellowstone

When designating a provider, the designated provider will be responsible for working with county commissioners to develop and seek Department approval for the countywide plan and annual updates.

**The following designation will be effective July 1, 2025 through June 30, 2026.**

Program Name	Total % given	Prevention	Outpatient	Residential Home	Inpatient	Detox
South Central Montana Regional Mental Health Center						
Alternatives Inc.						
Billings Addiction Counseling LLC						
Billings Urban Indian Health & Wellness Center						
New Day Ranch						
Rimrock Foundation						
Yellowstone Boys and Girls Ranch						
Youth Dynamics						
Change on the Horizon						
Moving Forward						
On Track Counseling						
Sheyrl Whiteman						

Fiscal Year: 2026 (07/01/25 - 06/30/26)

The Board of County Commissioners, hereby, designates the above State-Approved SUD Treatment and/or Prevention, and/or public health department and/or tribal council Provider(s) to receive earmarked alcohol tax monies and/or State-Approval for the provision of substance misuse/abuse treatment and prevention services in the county indicated above in accordance with 53-24-206, MCA.

The Board of County Commissioners also acknowledge that revenue generated by 16-1-404, 16-1-406, and 16-1-411 for the treatment, rehabilitation, and prevention of substance misuse/abuse that has not been encumbered for those purposes by the counties of Montana or the department must be returned to the state special revenue fund for the treatment, rehabilitation, and prevention of alcoholism within 30 days after the close of each fiscal year and must be distributed by the department the following year as provided in 53-24-206(3)(b).

The Board of County Commissioners acknowledges that revenue generated by 16-1-404, 16-1-406, and 16-1-411 earmarked to the counties for the treatment, rehabilitation, and prevention of alcoholism in fiscal year 2024 was encumbered for those purposes. Any unencumbered funds were returned to the department within 30 days after the close of the fiscal year in accordance with 53-24-108(6).

The Board of County Commissioners confirms these designations represents the majority of county commissioners on the Board of County Commissioners.

Commissioner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Commissioner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Commissioner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**B.O.C.C Wednesday Discussion**

**5. b.**

**Meeting Date:** 04/16/2025

**Title:** STDF Change Order - Controlled Doors

**Submitted For:** Matt Kessler, Purchasing Agent

**Submitted By:** Matt Kessler, Purchasing Agent

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**TOPIC:**

STDF Change Order - Controlled Doors

**BACKGROUND:**

During an on-site keying meeting to discuss final key schedule, it was requested that the following 3 doors be formally controlled from the main control room - 103, 104, 203. Pricing for this change order is \$25,143.

**RECOMMENDED ACTION:**

Discuss

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**Attachments**

Controlled Doors PR

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JOB NAME: YC SHORT TERM HOLD  
 CONTINGENCY COST SUMMARY - No. C-11 (PR  
 No. 4)  
 DATE: 04.07.2025  
 Sletten Construction, Inc.



SUMMARY OF CHANGE REQUEST: During the on-site keying meeting to discuss final key schedule, it was requested that the following 3 doors be formally controlled from the main control room - 103, 104, 203. To accommodate this we have added control & monitoring programming to these doors, upgraded the hardware to electrified hardware, added the necessary high and low voltage cabling back to the control room and necessary rough-in for conduit/pathways. This scope includes V300E Electried Solenoid (Fail Secure) Locksets with manual keying overrides, a push button at door 104 and two additional cameras - supplied and installed and connected to the current system.

	CHANGE REQUEST DESCRIBED:	QTY	U/P	formula		formula		formula		formula		formula		formula		TOTAL		
				MATERIAL EACH	MTL TTL	U/P	SUPPLIES EACH	SUPPLY TTL	U/P	LABOR HOURS	LABOR TTL	U/P	EQUIPMENT HOURS OR DAY	EQUIPMENT TTL	U/P		OTHER EACH	OTHER TTL
1	DEC SUBCONTRACT	1			\$ -			\$ -					\$ -		\$ 5,222.00	1.00	\$ 5,222.00	\$ 5,222.00
2	ELECTRICAL	1											\$ 4,783.00	1.00	\$ 4,783.00		\$ 4,783.00	\$ 4,783.00
3	CML - PROGRAMMING/MONITORING	1													\$ 6,206.22	1.00	\$ 6,206.22	\$ 6,206.22
4	TELNET CAMERAS	1													\$ 7,217.79	1.00	\$ 7,217.79	\$ 7,217.79
	<b>SUBTOTAL</b>				\$ -		\$ -	\$ -		\$ -		\$ -	\$ -		\$ -	0.00	\$ -	\$ -
	<b>INSURANCE - GL/BLDRS RISK</b>	<b>0.67%</b>																\$ 156.97
	<b>BOND</b>	<b>0.52%</b>																\$ 122.65
	<b>MARK-UP/FEE</b>	<b>5.00%</b>																\$ 1,185.43
	<b>1% GRT</b>	<b>1.00%</b>																\$ 248.94
	<b>GRAND TOTAL</b>																	\$ 25,143.00

ADD CONTRACT TIME (CALENDAR DAYS) (0) DAYS, TO BE COUNTED AS (0) DAYS ADDED TO SCHEDULE

CURRENTLY NOT INCLUDED IN PRICE ESTIMATE ABOVE

GC/CONTRACTOR: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

# DRAFT AIA® Document G709™ - 2018

## Proposal Request

**PROJECT:** *(name and address)*  
YCDF Short Term Hold Addition  
Billings, MT

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: August 21, 2024

Architect's Project Number: 2403  
Proposal Request Number: 4  
Proposal Request Date: 3/7/2025

**OWNER:** *(name and address)*  
Yellowstone County Board of County  
Commissioners  
PO Box 35000  
Billings, MT 59107

**ARCHITECT:** *(name and address)*  
Schutz Foss Architects, P.C.  
3030 4<sup>th</sup> Ave. N.  
Billings, MT 59101

**CONTRACTOR:** *(name and address)*  
Sletten Construction Company  
1000 25<sup>th</sup> St. N.  
PO Box 2467  
Great Falls, MT 59403

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Zero (0) days or notify the Architect in writing of the anticipated date of submission.

*(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)*

Doors 103, 104 and 203: Modify hardware sets to delete current manual hardware. Provide new Southern Folger 10300E-2-LEK Solenoid Operated Electro-Mechanical Deadlatch.

Prep frames for this jamb mounted modification.

Provide surface mounted power with security fasteners to sally 103 side at Door 103 and inside Stair 104 for Doors 104 and 203.

Provide power and conduit as required for fully operable system; integrate back to existing central control.

**THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.**

### REQUESTED BY THE ARCHITECT:

Kyle Gillette, Project Manager  
PRINTED NAME AND TITLE

JOB NAME: YCDF - Short Term Hold  
 CHANGE REQUEST NO 001 - PR NO. 4  
 DATE: 03.20.2025  
 Sletten Construction, Inc.



SUMMARY OF CHANGE REQUEST: PR No. 4 - Addition of new V300 electrofied hardware for openings 103, 104, 203

				formula	formula	formula	formula	formula	formula	formula	formula	formula	formula	formula	formula	formula	formula	formula	formula
	CHANGE REQUEST DESCRIBED:	QTY	U/P	MATERIAL	MTL TTL	U/P	SUPPLIES	SUPPLY TTL	U/P	LABOR	LABOR TTL	U/P	EQUIPMENT	EQUIPMENT TTL	U/P	OTHER	OTHER TTL	TOTAL	
				EACH			EACH			HOURS			HOURS OR DAY			EACH			
1	Credit (2) V70 Locks to Electrified V300 Locks	2	\$ (815.00)	2.00	\$ (1,630.00)	\$ -		\$ -			\$ -			\$ -			\$ -	\$ (1,630.00)	
2	Add (3) New Electrified V300 Lock	3	\$ 1,830.00	3.00	\$ 5,490.00			\$ -			\$ -			\$ -			\$ -	\$ 5,490.00	
3	Add (1) Push Button for Egress for Opening 104	1	\$ 100.00	1.00	\$ 100.00			\$ -			\$ -			\$ -			\$ -	\$ 100.00	
4	Add (1) DPS for Opening 104	1	\$ 915.00	1.00	\$ 915.00			\$ -			\$ -			\$ -			\$ -	\$ 915.00	
5	*No Additional Cost for Labor*	0			\$ -			\$ -			\$ -			\$ -			\$ -	\$ -	
<b>SUBTOTAL</b>																			\$ 4,875.00
	INSURANCE	1.00%																\$ 48.75	
	BOND	0.52%																\$ 25.60	
	OH&P	15.00%																\$ 222.72	
	1% GRT	1.00%																\$ 49.49	
	ADJUSTMENT																	\$ 0.43	
<b>GRAND TOTAL</b>																			\$ 5,222.00

ADD CONTRACT TIME (CALENDAR DAYS) (0) DAYS, TO BE COUNTED AS (0) DAYS ADDED TO SCHEDULE

GC/CONTRACTOR: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

# DRAFT AIA® Document G709™ - 2018

## Proposal Request

**PROJECT:** *(name and address)*  
YCDF Short Term Hold Addition  
Billings, MT

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: August 21, 2024

Architect's Project Number: 2403  
Proposal Request Number: 4  
Proposal Request Date: 3/7/2025

**OWNER:** *(name and address)*  
Yellowstone County Board of County  
Commissioners  
PO Box 35000  
Billings, MT 59107

**ARCHITECT:** *(name and address)*  
Schutz Foss Architects, P.C.  
3030 4<sup>th</sup> Ave. N.  
Billings, MT 59101

**CONTRACTOR:** *(name and address)*  
Sletten Construction Company  
1000 25<sup>th</sup> St. N.  
PO Box 2467  
Great Falls, MT 59403

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Zero (0) days or notify the Architect in writing of the anticipated date of submission.

*(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)*

Doors 103, 104 and 203: Modify hardware sets to delete current manual hardware. Provide new Southern Folger 10300E-2-LEK Solenoid Operated Electro-Mechanical Deadlatch.

Prep frames for this jamb mounted modification.

V300 has been priced  
as equal/alternate

Provide surface mounted power with security fasteners to sally 103 side at Door 103 and inside Stair 104 for Doors 104 and 203.

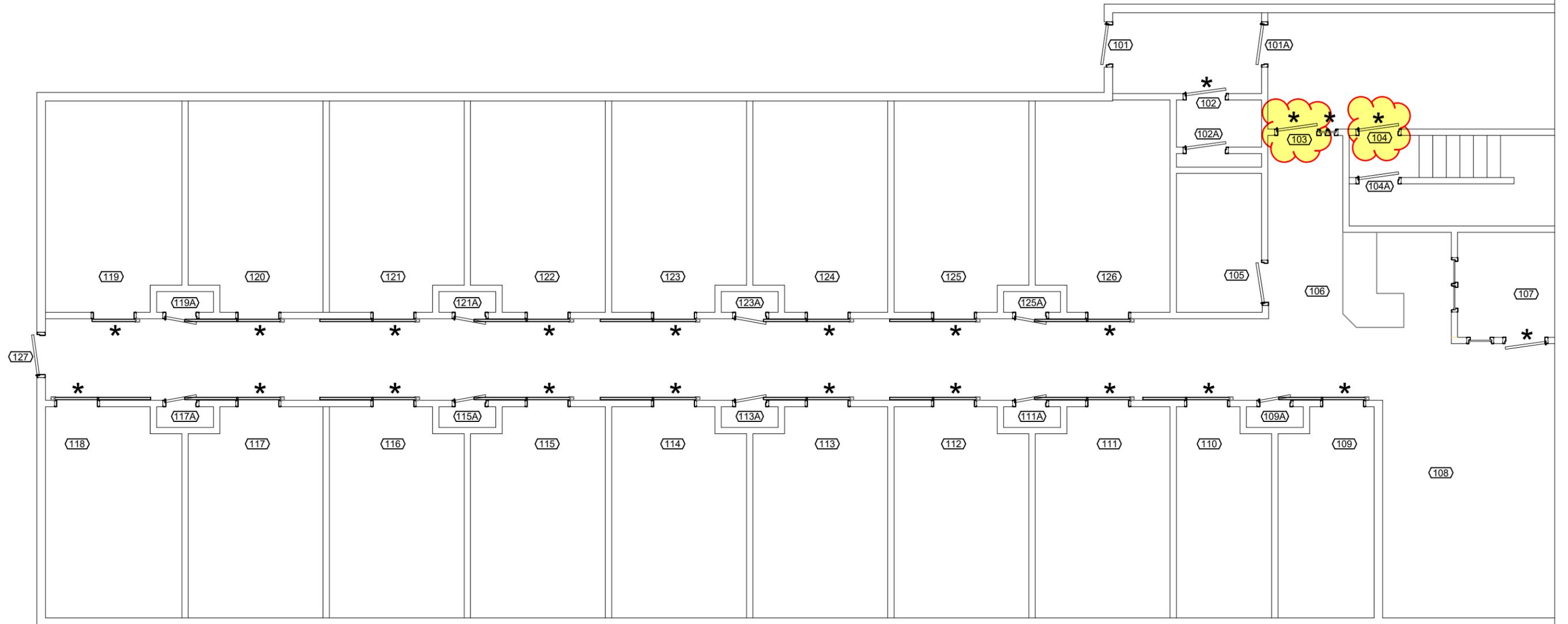
Provide power and conduit as required for fully operable system; integrate back to existing central control.

**THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.**

### REQUESTED BY THE ARCHITECT:

Kyle Gillette, Project Manager  
PRINTED NAME AND TITLE

QTY	Hardware	Manufacturer	Product
<b>Hardware Group #1</b>			
<i>Openings: 101</i>			
1	Solenoid Operated Electro-Mechanical Deadlatch	Viking	V300
1	Cylinder (High Security Builder)	Assa Abloy	Maximum +
1	Cylinder Shield	Viking	219
3	Hinge	Viking	204 FM-VP
1	Raised Pull	Viking	212C
1	DPS	Detex	MS-2049F
1	Closer	LCN	2215
1	Threshold	Pemko	100A Interlocking
1	Door Bottom	Pemko	345NB
1	Head + Jamb Gaskets	Pemko	290DV
1	Wall Stop	IVES	FS18L
<b>Hardware Group #2</b>			
<i>Openings: 101A</i>			
1	Solenoid Operated Electro-Mechanical Deadlatch	Viking	V300
1	Cylinder (High Security Builder)	Assa Abloy	Maximum +
3	Hinge	Viking	204 FM-VP
1	Closer	LCN	2215
1	Head + Jamb Gaskets	PEMKO	S88
1	Wall Stop	IVES	FS18L
1	DPS	Detex	MS-2049F
<b>Hardware Group #3</b>			
<i>Openings: 104A, 109A, 111A, 113A, 115A, 117A, 119A, 121A, 123A, 125A, 209A, 211A, 213A, 215A, 217A, 219A, 221A, 223A, 225A</i>			
1	Mechanical Security Deadlock	Corbin Russwin	DL4111
1	Cylinder (High Security Builder)	Assa Abloy	Maximum +
3	Hinge	Viking	204 FM-VP
1	Wall Stop	IVES	FS18L
3	Door Silencers	IVES	SR64
<b>Hardware Group #4</b>			
<i>Openings: 105, 204</i>			
1	Mechanical High Security Mortise Lock	Assa Abloy	Sargent M-9205
1	Cylinder (Mogul)	Assa Abloy	High Security Mogul
3	Hinge	Viking	204 FM-VP
1	Closer	LCN	2215
1	Wall Stop	IVES	FS18L
3	Door Silencer	IVES	SR64
<b>Hardware Group #5</b>			
<i>Openings: 103</i>			
1	Solenoid Operated Electro-Mechanical Deadlatch	Viking	V300
1	Cylinder (High Security Builder)	Assa Abloy	Maximum +
3	Hinge	Viking	204 FM-VP
1	Raised Pull	Viking	212C
1	Recessed Pull	Viking	Integral with Door
1	Overhead Stop	Glynn Johnson	Series 90
1	Head + Jamb Gaskets	Pemko	290DV
<b>Hardware Group #5A</b>			
<i>Openings: 127, 226</i>			
1	Solenoid Operated Electro-Mechanical Deadlatch	Viking	V300E
1	Cylinder (High Security Builder)	Assa Abloy	Maximum +
1	Cylinder Shield	Viking	219
3	Hinge	Viking	204 FM-VP
1	Raised Pull	Viking	212C
1	Recessed Pull	Viking	Integral with Door
1	Overhead Stop	Glynn Johnson	Series 90
1	Threshold	Pemko	100A Interlocking
1	Door Bottom	Pemko	345DNB
1	Head + Jamb Gaskets	Pemko	290DV
1	DPS	Detex	MS-2049F
1	Surface Auto Operator	Norton	5740K2
<b>Hardware Group #6</b>			
<i>Openings: 102, 102A, 201, 203A</i>			
1	Mechanical Latch Bolt Lock with Deadlock Actuator	Assa Abloy	Sargent M-9237
1	Cylinder (Mogul)	Assa Abloy	High Security Mogul
3	Hinge	Viking	204 FM-VP
1	Closer	LCN	2215
1	Gasketing	PEMKO	S88
1	Wall Stop (102A, 201)	IVES	FS18L
1	Overhead Stop (102, 203A)	GLYNN JOHNSON	Series 90
<b>Hardware Group #7</b>			
<i>Openings: 107, 206</i>			
1	Mechanical Latch Bolt Lock with Deadlock Actuator	Assa Abloy	Sargent M-9237
1	Cylinder (Mogul)	Assa Abloy	High Security Mogul
3	Hinge	Viking	204 FM-VP
1	Closer	LCN	2215
1	Gasketing	PEMKO	S88
1	Wall Stop	IVES	FS18L
<b>Hardware Group #8</b>			
<i>Openings: 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225</i>			
1	Automatic Deadlock	Viking	V30 Automatic Deadlock
<b>Hardware Group #9</b>			
<i>Openings: 203</i>			
1	Solenoid Operated Electro-Mechanical Deadlatch	Viking	V300
1	Cylinder (High Security Builder)	Assa Abloy	Maximum +
3	Hinge	Viking	204 FM-VP
1	Raised Pull	Viking	212C
1	Recessed Pull	Viking	Integral with Door
1	Wall Stop	IVES	FS18L
1	Head + Jamb Gaskets	PEMKO	290DV
1	DPS	Detex	MS-2049F
<b>Hardware Group #10</b>			
<i>Openings: 104</i>			
1	Solenoid Operated Electro-Mechanical Deadlatch	Viking	V300
1	Cylinder (High Security Builder)	Assa Abloy	Maximum +
1	Egress Push Button	Viking	Electric Push Button Release
1	Overhead Stop	Glynn Johnson	Series 90
3	Hinge	Viking	204 FM-VP
1	Closer	LCN	2215
1	Head + Jamb Gaskets	PEMKO	290DV
1	DPS	Detex	MS-2049F



**GLAZING TYPES:**

- SG-1 (1.080" max thickness) = 1.330" Glass Pocket
- SG-2 (0.796" max. thickness) = 1.046" Glass Pocket
- SG-2A (0.980" max. thickness) = 1.230" Glass Pocket

\* = Removable Glass Stop Side

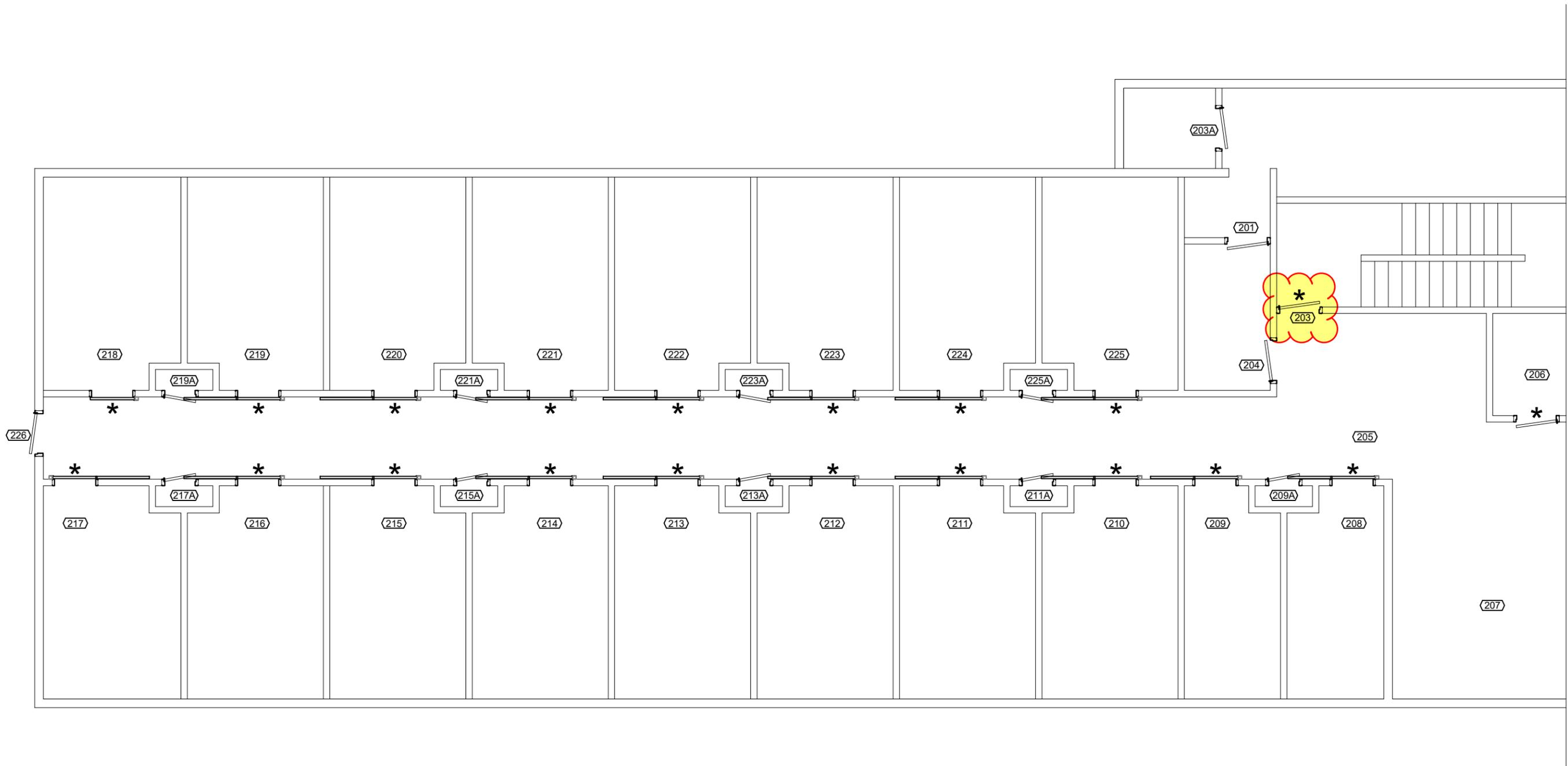
- NOTES:**
1. EASE ALL SHARP EDGES.
  2. SEE SCHEDULE FOR MATERIAL.
  3. PRIMER FINISH.

**TOTAL QUANTITY REQUIRED =**



(714) 881-3680 WWW.VIKINGFAB.COM  
272 CORPORATE TERRACE STREET, CORONA, CA 92879

<b>DESCRIPTION:</b> Floor Plan - MAIN FLOOR		<b>JOB #:</b> 0000
<b>JOB NAME:</b> Yellowstone County Expansion, MT		
<b>REVISION #:</b> 2	<b>DRAWN BY:</b> Jay Golliver	<b>PART #:</b>
<b>DATE:</b> 01/29/2025	<b>SCALE:</b> 1:X	<b>SHEET:</b> Floor Plan-1



**GLAZING TYPES:**

- SG-1 (1.080" max thickness) = 1.330" Glass Pocket
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- SG-2A (0.980" max. thickness) = 1.230" Glass Pocket

\* = Removable Glass Stop Side

- NOTES:**
1. EASE ALL SHARP EDGES.
  2. SEE SCHEDULE FOR MATERIAL.
  3. PRIMER FINISH.

**TOTAL QUANTITY REQUIRED =**



(714) 881-3680 WWW.VIKINGFAB.COM  
272 CORPORATE TERRACE STREET, CORONA, CA 92879

**DESCRIPTION:**  
Floor Plan - UPPER FLOOR

**JOB #:**  
0000

**JOB NAME:**  
Yellowstone County Expansion, MT

**REVISION #:** 2 **DRAWN BY:** Jay Golliver

**PART #:**

**DATE:** 01/29/2025 **SCALE:** 1:X

**SHEET:** Floor Plan-2



2238 N. Glassell, Suite E, Orange, Ca 92865

phone: 714.881.3680  
 fax: 714.881.3679  
 email: frontdesk@vikingfab.com  
 web: www.vikingfab.com

## QUOTATION

Date:	3/20/2025
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Customer:	Sletten
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Job Name:	Yellowstone, MT
Quoted Per:	Quantities and drawings provided

Pricing Valid Till	5/19/2025
Prepared By	DMP

*F.O.B.	Orange, CA
Terms	Net 30
Warranty	1 year from DSC
**Fab Lead Time	12-14 weeks
Eng Lead Time	

Quantity	Part Description	Finish	Selling price	Extension
2	Change V70 to V300 LEK -add includes required cylinder extender -keyed both sides	SS	\$1,015.00	\$2,030.00
1	V300 LEK -keyed both sides	SS	\$1,830.00	\$1,830.00
0	<b>Freight and handling</b>			
<b>NOTES:</b>			Tax	<b>excluded</b>
			<b>*** Total</b>	

By accepting the above pricing you agree to the following terms, conditions, and warranty

### General Terms & Conditions

#### 1. General

- a. All products supplied by Viking Products are subject to our Standard Product Warranty. Revisions to this warranty must be confirmed in writing and approved by Viking Products.
- b. All quotes shall be valid for thirty (30) days from the date of quotation.
- c. Orders accepted after 30 days are subject to price increase due to current material and labor costs at the time order is placed.
- d. Project schedules that extend longer than 6 months (from date order is placed) are subject to price increases due to commodities prices.
- e. Viking Products reserves the right to revise pricing should there be any change in design, quantity, size, finish or method of shipment differing from the original quotation.
- f. Typographical and other errors in stated quotations are subject to correction.
- g. All Credit card orders are subject to a 4% credit card transaction fee.

#### 2. Shipping

- a. Freight is an estimation based on the information provided at the time of original quotation.
- b. Any shipments not clearly stated in the quotation need to be addressed immediately and may require a change order.



2238 N. Glassell, Suite E, Orange, Ca 92865

phone: 714.881.3680  
 fax: 714.881.3679  
 email: frontdesk@vikingfab.com  
 web: www.vikingfab.com

## QUOTATION

Date:	3/28/2025
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Customer:	Sletten Construction Jared Cox
-----------	-----------------------------------

Job Name:	Yellowstone County Detention Facility Short Term Holding Billings , MT
Quoted Per:	Hardware REvisions

Pricing Valid Till	5/27/2025
Prepared By	BARR

*F.O.B.	Orange, CA
Terms	Net 30
Warranty	1 year from DSC
**Fab Lead Time	12-14 weeks
Eng Lead Time	

Scope:	Base			
Quantity	Part Description	Finish	Selling price	Extension
1	Door 104 - Add DPS		\$915.00	\$915.00
	Freight and handling			
<b>NOTES:</b>			Tax	excluded
			*** Total	

By accepting the above pricing you agree to the following terms, conditions, and warranty

### General Terms & Conditions

#### 1. General

- a. All products supplied by Viking Products are subject to our Standard Product Warranty. Revisions to this warranty must be confirmed in writing and approved by Viking Products.
- b. All quotes shall be valid for thirty (30) days from the date of quotation.
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- d. Project schedules that extend longer than 6 months (from date order is placed) are subject to price increases due to commodities prices.
- e. Viking Products reserves the right to revise pricing should there be any change in design, quantity, size, finish or method of shipment differing from the original quotation.
- f. Typographical and other errors in stated quotations are subject to correction.
- g. All Credit card orders are subject to a 4% credit card transaction fee.

#### 2. Shipping



**CHANGE ESTIMATE #:**

**01**

Submitted Date: 3/10/2025  
Submitted By: Dani Thoene

Quoted To: \_\_\_\_\_  
Company: Sletten  
Attn: Brook Logan  
Address: 1375 4th Avenue North, Suite C Great Falls, MT 59403  
Phone: 406-534-6796

Project Information
Project Name: YC Short Term Hold
Project Address: 3165 King Avenue East Billings, MT 59101
Client Project #: 24011
CML Project #: 62541

**Documents Referenced:**

**Quotation Summary:**

- Quote includes wire and consumables to doors 103, 104 and 203
- Quote includes wire pulls from controls equipment room to doors 103, 104 and 203
- Quote includes terminations of door controls at equipment room for doors 103, 104 and 203
- Quote includes programming for additional door controls only on doors 103, 104 and 203

**Inclusions:**

- Door Wire for doors 103, 104 and 203
- Wire pull of door controls for doors 103, 104 and 203
- Door controls terminations for doors 103, 104 and 203
- Door Controls Programming for doors 103, 104 and 203

**Exclusions:**

1. Painting
2. Caulking
3. Cutting of Precast
4. Patching
5. Hazardous Material Removal
6. Demolition of Precast
7. Trash Removal
8. Terminations of other trades
9. Other Exclusions as applies per contract

**Total (Pricing Valid for 30 Days):** \$ 6,206.22

\_\_\_\_\_  
Approved By (Print Name)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date





**Tel Net Systems Inc**

1320 S 31st St W,  
Billings, MT 59102  
(406) 839-9975  
<https://www.telnetsystemsmt.com>

**Presented to:**

**Sletten Companies**

1375 4th Ave N Suite C Billings,  
MT 59101

**Prepared by:**

**Clay Jensen, Account  
Manager**

[clay.jensen@telnetsystemsmt.com](mailto:clay.jensen@telnetsystemsmt.com)  
406-969-6533

## YCDF SHORT TERM HOLD - ADD (2) CAMERAS

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Thank you for the opportunity to present this proposal. Tel Net Systems is committed to delivering reliable, high-quality solutions tailored to your business needs. With our expertise in telecommunications, we aim to enhance your connectivity, efficiency, and overall communication experience.

## YCDF SHORT TERM HOLD - ADD 2 CAMERAS (S-1018)

**Site:** Yellowstone County - YCDF, 3165 King Ave E Billings, MT 59101

**Pricing summary:** \$7,217.79

YCDF Short Term Hold - 3 Doors to be Controlled - Add (2) Cameras as requested by Brooke Logan

Provide and install a camera inside the stairwell on each floor to view doors 104 and 203 from inside the stairwell.

\*NOTE: This estimate does **NOT** include **ANY** of the following:

- Conduit labor/materials
- Door Access Control labor/materials

<b>Labor &amp; Materials</b>	
Subtotal:	\$7,217.79
<b>Total:</b>	<b>\$7,217.79</b>

## ASSUMPTIONS

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- This labor rate is conditional on services being performed during regular business hours (M-F 7:00AM - 5:00PM). Any services performed outside of regular business hours will be charged at 1.5 times the regular hourly rate and 2 times the regular hourly rate on holidays or weekends.

## CONCLUSION

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We appreciate your time in reviewing this proposal and look forward to the opportunity to collaborate. If you have any questions or require modifications to better align with your needs, please let us know. We are committed to providing the best telecommunications solutions to support your business. We look forward to working together and ensuring seamless connectivity for your operations. The quoted price is valid for 60 days from the date of the proposal.

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**To: SLETTEN CONSTRUCTION**  
**Attention: BROOKE LOGAN**  
**Reference: YCDF**  
**Date: 4/08/2025**

**INSTALL CONDUIT FOR LINE VOLTAGE AND LOW VOLTAGE FOR DOORS 103,104 AND 203.**

**MATERIALS: \$663.00**  
**LABOR: \$4,120.00**

**TOTAL PROPOSED PRICE: \$4,783.00**

1. THIS PROPOSAL IS FIRM FOR 30 DAYS
2. INSTALLATION IS GUARANTEED FOR ONE YEAR

Mark Stricker mstricker@aceelectricmt.com

ACE ELECTRIC INC.

406-628-8886

808 W. MAIN ST PO BOX 520

LAUREL, MT 59044

**B.O.C.C Wednesday Discussion**

**5. c.**

**Meeting Date:** 04/16/2025

**Title:** Metra Arena Lighting

**Submitted For:** Matt Kessler, Purchasing Agent

**Submitted By:** Matt Kessler, Purchasing Agent

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**TOPIC:**

Metra Arena Lighting

**BACKGROUND:**

Ace Electric contract for Metra Arena Lighting.

**RECOMMENDED ACTION:**

Discuss

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**Attachments**

Metra Arena Seat Lights - Ace Electric Contract

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**Standard Form of Agreement between Owner  
and Contractor on the Basis of  
A Stipulated Price**

This agreement is dated as of the 1<sup>st</sup> day of April 2025 by and between Yellowstone County, Montana (hereinafter called Owner), and Ace Electric. (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1. Scope of Work

Contractor will provide all labor, materials and equipment necessary for the replacement of the MetraPark arena upper seating lights. Should any additional work need to be performed, both parties must sign a written change order prior to the work being completed.

2. Contract Times

Project is expected to be completed before May 30<sup>th</sup>, 2025.

3. Contract Price

Owner will pay the Contractor a total not to exceed \$148,373.25 upon completion and acceptance of the project by the Owner. Work will be billed on a time and materials basis. Any change orders for the project must be approved in writing by the Owner prior to work being started. Retainage of 5% will be withheld for any progress payments made to the Contractor. The fee will be returned to the Contractor upon completion of the project and acceptance of the project by the Owner. 1% Gross Receipts withholding will be deducted and forwarded to the State of Montana.

4. Contractors Representation

4.1 Contractor has examined and reviewed the contract documents and other related paperwork.

4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.

- 4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.
- 4.4 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the contract documents and that the contract documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The contract documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 The Contractor's proposal
- 5.3 Contractor's Certificate of Insurance and Workers Compensation coverage.

6. Miscellaneous

- 6.1 No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the contract documents.
- 6.2 Contractor, shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/MetraPark as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County/MetraPark, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or

service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance Yellowstone County/ MetraPark, as additional insured for on-site work or Maintenance Service. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County/MetraPark, are named as an additional insured under the Contractors insurance policy.

Contractor agrees to furnish both the certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County/MetraPark from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence. And for which Yellowstone County/MetraPark, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County/MetraPark, is liable for any damages by reason of a non-delegable duty.

6.3 Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County/MetraPark. Workers Compensation insurance or the exemption from the workers compensation obligation must be valid for the entire period.

6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the contract documents.

- 6.5 Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.
- 6.6 All work and materials must be warranted for a period of one year from date of installation.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana
- 6.8 Contractor agrees to defend, indemnify and hold harmless the Owner against all claims for injuries to person or damages to property occurred from or in connection with the Contractors performance under the agreement.
- 6.9 In the event of litigation between Contractor and the Owner, the prevailing party shall be entitled to reimbursement of court costs and reasonable attorney fees by the non-prevailing party.
- 7.0 The Contractor must follow all directives included in section 18-2-422 of the Montana Code Annotated concerning Montana Prevailing Wage Rates for Building Construction 2025.
- 7.1 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

## 8.0 Suspension and Termination

- 8.1 Without terminating this agreement, the Owner may suspend the Contractor's services following written notice to the Contractor. On the suspension date specified in the notice, the Contractor shall have ceased its services in an orderly manner. The Contractor shall be reimbursed for

all reasonable costs incurred and unpaid for services rendered through the suspension date specified in the notice, but in no case will the Contractor be paid for services rendered after the date of such suspension. If resumption of the Contractor's services requires any waiver or change in this agreement, any such waiver or change shall require the written agreement of all parties, and the writing shall be attached as an addendum to this agreement.

- 8.2 The Owner shall have the right to terminate this agreement, in whole or in part, at any time during the course of performance by providing 30 days written notice to the Contractor. On the termination date specified in the notice, the Contractor shall have ceased its services in an orderly manner. If a new contractor is retained to, or the Owner will itself, complete the services, the Contractor will cooperate fully with the Owner in preparing the new contractor or the Owner itself to take over completion of the services on the specified termination date. The Contractor will be reimbursed for all reasonable costs incurred and unpaid for Services rendered in conformance with this agreement through the date of termination specified in the Owner's notice to the Contractor, but in no case will the Contractor be paid for services rendered after the date of such termination.
- 8.3 In the event of a material breach of this agreement by the Owner, the Contractor shall have the right to terminate this agreement thirty (30) days after written notice to the Owner specifying such material breach, unless the Owner has cured such material breach within said period.
- 8.4 This Agreement may be terminated without cause by either party. In that event, the party seeking to terminate said agreement must give ninety (90) days written notice to the other party of the intent to terminate the agreement.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective April 15<sup>th</sup>, 2025.

OWNER:  
Yellowstone County  
Billings, MT 59101

CONTRACTOR:  
Ace Electric  
Laurel, MT 59044

\_\_\_\_\_  
Mark Morse, Chair

  
\_\_\_\_\_  
Mark Sokoloski

Attest:

\_\_\_\_\_  
Jeff Martin  
Clerk and Recorder

**B.O.C.C Wednesday Discussion**

5. d.

**Meeting Date:** 04/16/2025

**Title:** County Admin Building Roof Insulation

**Submitted For:** Matt Kessler, Purchasing Agent

**Submitted By:** Matt Kessler, Purchasing Agent

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**TOPIC:**

County Admin Building Roof Insulation

**BACKGROUND:**

A core sample of the admin building roof showed some insulation but subpar to the standard insulation. Below is the cost for adding a layer of insulation before re-roofing the building.

Scope of Work:

1. Install additional layer of 2" Insulation Loose Laid
2. Install 2 x nailer and 24 Ga. coping cap at parapet wall at upper roof deck.
3. Additional Crane time
4. Additional labor

Total Additional Cost: \$40,500.00

**RECOMMENDED ACTION:**

Discuss

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**B.O.C.C Wednesday Discussion**

**2.**

**Meeting Date:** 04/16/2025

**Title:** 2025 Legislative Proposed Bills

**Submitted By:** Erika Guy

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**TOPIC:**

2025 Legislative Proposed Bills

**BACKGROUND:**

NA

**RECOMMENDED ACTION:**

Discuss

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