

OFFICIAL AGENDA
TUESDAY April 22, 2025
Meeting Start Time: 9:00 a.m.
Board of County Commissioners
Yellowstone County, Montana
Stillwater Building
316 N. 26th Street, Room 3108
Billings, MT
8:45 a.m. Agenda Setting

Pledge to the Flag: Moment of Silence: Minutes

REGULAR AGENDA

9:00 a.m. RECOGNITION

Joe Lockwood Weed Control 20 Years of Service
Kim Miller Treasurer / Assessor 10 Years of Service

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

1. **COUNTY ATTORNEY**

Resolution 25-58 of Intent to Approve Tax Benefits for Town and Country Supply Association as New or Expanding Industry and Setting the Public Hearing to Tuesday, May 6, 2025, at 9:00 a.m. in Room 3108

CLAIMS

CONSENT AGENDA

1. **COMMISSIONERS**

Board Openings - Updated List

2. **FINANCE**

- a. Alcohol Earmark Funds
- b. Disposition of Assets Miscellaneous Equipment
- c. Application for the FY2026 YSC South Central Region Juvenile Detention Grant
- d. Bond for Lost Warrant
- e. Contract - Arena Seat Lighting - Ace Electric
- f. Notice of Award - Lockwood Infrastructure RFQ - Water Extension

3. **PUBLIC WORKS**

Bid Package for Lockwood Sidewalk Project

4. **HUMAN RESOURCES**

PERSONNEL ACTION REPORTS - Road & Bridge - 1 Appointment; District Court - 1 Termination

FILE ITEMS

1. **CLERK AND RECORDER**

Board Minutes - Lockwood Irrigation District Board Minutes - March 2025

2. **COMMISSIONERS**

HRDC General Relief Assistance Program Quarterly Report for Quarter Ending March 31, 2025

3. **FINANCE**

Worden Ballantine ARPA 3/2025 Report

PUBLIC COMMENTS ON COUNTY BUSINESS

B.O.C.C. Regular

Meeting Date: 04/22/2025

Title: April Recognition

Submitted By: Charri Victory

TOPIC:

Joe Lockwood Weed Control 20 Years of Service

Kim Miller Treasurer / Assessor 10 Years of Service

BACKGROUND:

na

RECOMMENDED ACTION:

na

B.O.C.C. Regular

Meeting Date: 04/22/2025

Title: Town and Country Tax Abatement Resolution of Intent

Submitted By: Steve Williams

TOPIC:

Resolution 25-58 of Intent to Approve Tax Benefits for Town and Country Supply Association as New or Expanding Industry and Setting the Public Hearing to Tuesday, May 6, 2025, at 9:00 a.m. in Room 3108

BACKGROUND:

Town and Country has submitted an application for tax abatement. If approved, the Board would need to choose one of the following abatement schedules:

Taxed at 50% of improvement's taxable value

Years 1-5 – 50% taxable value (50% savings)

Year 6 – 60% taxable value (40% savings)

Year 7 – 70% taxable value (30% savings)

Year 8 – 80% taxable value (20% savings)

Year 9 – 90% taxable value (10% savings)

Taxed at 25% of improvement's taxable value

Years 1-5 – 25% taxable value (75% savings)

Year 6 – 40% taxable value (60% savings)

Year 7 – 55% taxable value (45% savings)

Year 8 – 70% taxable value (30% savings)

Year 9 – 85% taxable value (15% savings)

Year 10 – 100% taxable value (0% savings)

RECOMMENDED ACTION:

Set public hearing.

Attachments

Application

Town and Country Resolution of Intent



New or Expanding Industry Property Tax Abatement Application

New-Expanding
V4 1/2025

This form must be submitted to the appropriate local governing body by the property owner of record or the owner's representative prior to commencement of construction or by March 1 to be considered for the current tax year. Refer to 15-24-1401 and 15-24-1402, MCA and ARM 42.19.1235 for detailed information on the application process.

Required Information

Applicant Name	Property Address
Town and Country Supply Association	3737 Coulson Road
Mailing Address	City <u>Billings</u>
P.O. Box 367	State <u>Billings</u> ZIP <u>59101</u>
City <u>Laurel</u>	County <u>Yellowstone</u>
State <u>MT</u> ZIP <u>59044</u>	Geocode(s) Can be found on the classification and appraisal notice.
Email <u>jstarr@tandcsupply.com</u>	<u>03103408403180000</u>
Contact Phone <u>Josh Starr</u>	Assessment code(s) Can be found on the classification and appraisal notice.
	<u>00D128610</u>

Complete the questions below for the qualifying improvements or modernized processes that represent new industry or expansion of an existing industry

- 1 Project's construction commencement date 03012024
- 2 Project's estimated construction completion date 04012025
- 3 Project's estimated cost \$ 6,400,000
- 4 A project plan is included with the application providing specific descriptions of the improvements or modernized processes.
☒ Yes ☐ No

Project plan must include site plans, construction blueprints or CAD files, and detailed equipment list with complete installation costs for each qualifying component.

- 5 The application shall be deemed for all improvements and modernized processes identified in the project plan, regardless of the project's estimated cost, unless part of the project is otherwise exempt from property tax.

Is the applicant applying for an abatement on all improvements and modernized processes identified in the project plan?

☒ Yes ☐ No

If no, please explain the reason for the difference and identify the improvements or modernized processes on which the applicant is requesting the abatement, including estimated costs associated with each improvement or modernized process. Add additional pages if necessary.

- 6 Is the project a qualifying facility certified by the Federal Energy Regulatory Commission?

☐ Yes ☒ No

If yes, the applicant must include a letter addressed to the local governing body with the application, stating their intent to request certification as a qualifying facility.

- 7 Complete this section only if the application is for a business that:

- engages in transportation, warehousing, or distribution of commercial products or materials and 50 percent or more of the gross receipts are earned from outside the state; or
- earns 50 percent or more of its annual gross income from out-of-state sales.

Type of Business _____

Total gross sales or receipts \$ _____

Total gross income \$ _____

Sales and receipts from outside of Montana \$ _____

Sales income earned from outside of Montana \$ _____

(For verification purposes, please provide the business's income statements from the preceding year).

Applicant Signature _____

Date 02/28/2025

Important!

If the applicant is approved by the local governing body, the applicant must provide a copy of their approved application to the Department of Revenue within 30 days after receiving approval from the local governing body.

Questions? Call us at (406) 444-6900, or Montana Relay at 711 for the hearing impaired.

For Incorporated City or Town, or County Government Use Only

1 Application received on _____

2 Public hearing held on _____

3 Published notice within 60 days of receiving a complete application.

☐ Yes ☐ No

4 The investment requirement has been met.

☐ Yes, the \$50,000 investment requirement for expansion or modernization has been met.

☐ Yes, the \$125,000 investment requirement for new improvements or modernized processes has been met.

☐ No, the investment requirement has not been met.

5 This application for the qualifying improvements or modernized processes of a new industry or expansion of an existing industry is:

☐ Approved ☐ Denied

Important: For approved applications, a copy of the resolution must be sent to the Department of Revenue, PO Box 8018, Helena, MT 59604-8018. The resolution must include a definition of the improvements or modernization processes that qualified for the tax abatement approved. If the approved abatement is for less than the entire project, please include a detailed explanation of the part of the project abated.

6 Approved property tax abatement to be implemented beginning in Tax Year

7 In the first five years after commencement of construction, qualifying improvements or modernized processes that represent new industry or expansion of an existing industry, as designated in the approving resolution, must be taxed at:

☐ 25% or ☐ 50% of their taxable value

Subject to 15-10-420, MCA each year thereafter, the percentage must be increased by equal percentages until the full taxable value is attained in the 10th year. In subsequent years, the property must be taxed at 100% of its taxable value.

Local Official Signature _____ Date

Printed Name _____ Title _____

Questions? Call us at (406) 444-6900, or Montana Relay at 711 for the hearing impaired.

(As allowed under City of Billings Resolution 24-11243, Yellowstone County Resolution 24-100 and MCA 15-24-1401 and MCA 15-24-1402)

- 1 -

8. Explain business activity - what business does: Town & Country Supply Association operates a chemical warehouse at 3833 Coulson Road in Billings, Montana, which is in the Lockwood area. This facility is part of their Agronomy Division and provides various agricultural products and services, including crop protection products, fertilizers, seed sales, and agronomy services.

The facility offers innovative agronomy technologies, including a state-of-the-art Fertilizer Mega Plant with a 38,500-ton capacity, fast load and unload rates, centralized dispatch, and bulk delivery. They also utilize precision farming technology involving satellite imagery, soil mapping, and variable rate applications to enhance farming efficiency.

9. How long has this business been located in Billings and/or Yellowstone County: ____
Lockwood Facility started in 2016

10. At the time of application, how many employees does the business have:
9 Full-time; 18 Part-time.

11. How many employees will the applicant have after completion of construction:
9 Full-time; 18 Part-time.

12. Describe job skills required for all new employees, both full and part time.
New and existing employees job skills and knowledge include fertilizer applications, fertilizer tender drivers, chemical warehouse work, inventory control specialist, plant manager, operations manager.

13. What is hourly pay scale of both full and part-time employees to include benefits (new employees only): See attached \$16 to \$29 per hour, most with option of OT wages

14. Economic impact of capital investment:
Economy, supply and demand has insured product availability

15. Planned hiring schedule:
Already hired

16. List other property tax benefits business currently receives or has applied for:
None

17. If applicant is transporting, wholesaling, providing services, warehousing, or distributing commercial products or materials, proof must be provided that fifty percent or more of the applicant's gross sales or receipts are earned from outside the

State, or that fifty percent or more of applicant's annual gross income is from out-of state sales. (Include as attachment)

18. Building permit (attach copy or explain absence): _____

21. County Treasure's Office certifies that City and County taxes have been paid in full or otherwise satisfied:

See attached tax summary

22. All items on this application must be addressed. Upon completion the original can be submitted to the Big Sky Economic Development Authority, Attn: Tax Abatement, 201 North Broadway, Billings, MT 59101 (Telephone 256-6871). If application is complete, a duly advertised public hearing will be scheduled, after which the County Commissioners and/or City Council will decide whether to approve, conditionally approve or deny the application. The applicant, or a representative of the applicant, must appear in person at the public hearing.

23. The application to Department of Revenue form, which is part of the application, must also be completed and signed by the applicant.

24. The Board of County Commissioners and/or City Council may review this applicant's tax incentive at any time and terminate further reductions at its discretion if it finds the provisions of County Resolution 94-92, City Resolutions or State Code are not being met.

26. In order for this incentive program to apply to the applicant's current year taxes, the application must be approved by the City Council and/or the County Commissioners by the second Wednesday in May of the year in which the reduction is desired.

27. If application is approved, applicant will comply with the following provisions. Failure to comply may lead to the previously approved tax abatement being rescinded:

- i. Provide copy of Occupancy Certificate and/or Certificate of Substantial Completion
- ii. Annual Survey to be completed and returned to Big Sky EDA by January 15 of each year
- iii. Remain current on all property taxes
- iv. Notify Big Sky EDA of any ownership changes or change of use of the facility
- v. Comply with any other provisions set by the Board of County Commissioners and/or City Council

APPLICATION TO DEPARTMENT OF REVENUE

New or Expanding Industry Program-Property Improvements or Modernized Process
(Title 15-24-1401&1402 MCA)

To: Yellowstone County Assessor

Applicant Name: Town and Country Supply
Mailing Address: P. O. Box 367, Laurel MT 59044

Legal description of affected property: 3737 Coulson Road CEO Code: 03-1034-08-4-03-18-0000

Legal Description: S08, T01 N, R27 E, C.O.S. 1225, PARCEL 3A1 & 6B, **FOREVER MERGED** & TR 5 AND ABND WATSON RD (21)

Date Construction Permit Issued: _____
(If no permit required, specify date when certificate in lieu of building permit was issued)

This application covers the (expansion/new) construction of the Fertilizer manufacturing facility.

A public hearing on the matter of "New & Expanding Industry" resolution for
_____ facility

Was held at the Yellowstone County Courthouse at _____ am on the _____ day of
_____, 20____.

Due notice as defined in 76-15-103 was given. True and exact copies of said notices are on file. Yes _____ No _____

The statutory investments requirement for expansion/modernization has been met. Yes _____ No _____

The qualifying property consists of the following:

.....
Complete this section only if the application is for a firm that

- 1) Engages in transportation, warehousing or distribution of commercial products if 50% or more of the gross receipts are earned from outside the state, or
- 2) Earns 50% of its annual gross income from out-of-state sales or sales to out of state clientele.

Type of business: _____

Total Gross Sales or Receipts _____
Sales or Receipts from outside of Montana _____
Percentage out of state _____
(Attach Income Statement for last complete year of operation)

.....
This application is made under the provisions of 15-24-1401 and 15-24-1402 MCA, by resolution adopted by the Yellowstone County Commissioners on the 26th day of March, 1992.

Signature: _____

[Signature]
(Owner/Agent)

.....
We, the undersigned Commissioners of Yellowstone County (approve/disapprove) this application for _____

We find that it (does/does not) conform to the criteria as set forth in the resolution adopted by this Board on the 26th day of March, 1992.

Chairman

Commissioner

Commissioner

Tax Year: 2025

Scale: 1:28908.93 Basemap: Imagery Hybrid



Summary

Primary Information

Property Category: RP	Subcategory: Industrial Real Property
Geocode: 03-1034-08-4-03-18-0000	Assessment Code: 000D128610
Primary Owner: TOWN & COUNTRY SUPPLY ASSOCIATION PO BOX 367 LAUREL, MT 59044-0367 Note: See Owners section for all owners	Property Address: 3737 COULSON RD BILLINGS, MT 59101
Certificate of Survey: 1225	Legal Description: S08, T01 N, R27 E, C.O.S. 1225, PARCEL 3A1 & 6B, **FOREVER MERGED** & TR 5 AND ABND WATSON RD (21)
Last Modified: 4/5/2025 7:10:26 AM	

General Property Information

Neighborhood: 203.300.C	Property Type: Industrial Property
Living Units: 0	Levy District: 03-1241TF-26-TF
Zoning:	Ownership: 100
LinkedProperty: No linked properties exist for this property	
Exemptions: No exemptions exist for this property	
Condo Ownership:	Limited: 0
General: 0	

Property Factors

Topography: n/a	Fronting: n/a
Utilities: n/a	Parking Type: n/a
Access: n/a	Parking Quantity: n/a
Location: n/a	Parking Proximity: n/a

Cadastral Property Report

Tax Year: 2025

Land Summary

Land Type:	Acres:	Value:
Grazing	0	0
Fallow	0	0
Irrigated	0	0
Continuous Crop		
Wild Hay	0	0
Farmsite	0	0
ROW	0	0
NonQual Land	66.946	0
Total Ag Land	66.946	0
Total Forest Land	0	0
Total Market Land	20.004	0

Deed Information

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
5/12/2020			5/12/2020	3920012	Other
6/28/2018			6/28/2018	SP3852503	Other
6/28/2018			6/28/2018	SP3852502	Other
9/26/2016			9/27/2016	3790847	Warranty Deed
4/10/2003	0032	24439	N/A		
N/A			N/A	SP3816032	

Owners

Party #1

Default Information:	TOWN & COUNTRY SUPPLY ASSOCIATION PO BOX 367 LAUREL, MT 59044-0367
Ownership %:	100
Primary Owner:	Yes
Interest Type:	Fee Simple
Last Modified:	3/12/2025 10:54:1 AM

Party #2

Default Information:	BRENDA RAY PO BOX 367 LAUREL, MT 59044-0367
Ownership %:	100
Primary Owner:	Yes
Interest Type:	Fee Simple
Last Modified:	3/12/2025 10:54:1 AM

Tax Year: 2025

Party #3

Default Information:	MEAGAN THOMPSON - PROPANE COORDINATOR PO BOX 367 LAUREL, MT 59044-0367
Ownership %:	100
Primary Owner:	Yes
Interest Type:	Fee Simple
Last Modified:	3/12/2025 10:54:1 AM

Party #4

Default Information:	REESE SANDRA PO BOX 367 LAUREL, MT 59044-0367
Ownership %:	100
Primary Owner:	Yes
Interest Type:	Fee Simple
Last Modified:	3/12/2025 10:54:1 AM

Party #5

Default Information:	STARR JOSHUA PO BOX 367 LAUREL, MT 59044-0367
Ownership %:	100
Primary Owner:	Yes
Interest Type:	Fee Simple
Last Modified:	3/12/2025 10:54:1 AM

Party #6

Default Information:	GANCZE LISA PO BOX 367 LAUREL, MT 59044-0367
Ownership %:	100
Primary Owner:	Yes
Interest Type:	Fee Simple
Last Modified:	3/12/2025 10:54:1 AM

Appraisals

Cadastral Property Report

Tax Year: 2025

Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2024	1476797	11907060	13383857	COST
2023	1476797	11907060	13383857	COST
2022	1020650	10564790	11585440	COST

Market Land

Market Land Item #1

Method: Acre	Type: Primary Site
Width: n/a	Depth: n/a
Square Feet: n/a	Acres: 20.004
Class Code: 2611	Value: n/a

Dwellings

No dwellings exist for this parcel

Other Buildings

Outbuilding/Yard Improvement #1

Type: Industrial	Description: IRR7 - Railroad Trackage, spurs, 115#
Quantity: 1	Year Built: 2017
Grade: A	Condition: Com 3 Normal
Functional: 3-Normal	Class Code: 3817

Dimensions

Width/Diameter: n/a	Length: 8251
Size/Area: n/a	Height: n/a
Bushels: n/a	Circumference: n/a

Tax Year: 2025

Outbuilding/Yard Improvement #2

Type: Industrial Description: CCA2 - Scale, truck

Quantity: 1 Year Built: 2017

Grade: A Condition: Com 3 Normal

Functional: 3-Normal Class Code: 3817

Dimensions

Width/Diameter: n/a Length: n/a
Size/Area: 200000 Height: n/a
Bushels: n/a Circumference: n/a

Outbuilding/Yard Improvement #3

Type: Industrial Description: IDW1 - Dirt work, fill

Quantity: 1 Year Built: 2017

Grade: A Condition: Com 3 Normal

Functional: 3-Normal Class Code: 3817

Dimensions

Width/Diameter: n/a Length: n/a
Size/Area: 87120 Height: n/a
Bushels: n/a Circumference: n/a

Outbuilding/Yard Improvement #4

Type: Industrial Description: CRS1 - Utility Building, frame

Quantity: 1 Year Built: 2018

Grade: A Condition: Com 3 Normal

Functional: 3-Normal Class Code: 3817

Dimensions

Width/Diameter: 16 Length: 24
Size/Area: 384 Height: 9
Bushels: n/a Circumference: n/a

Outbuilding/Yard Improvement #5

Type: Industrial Description: ITU1 - Utility Tunnel (CU Feet)

Quantity: 1 Year Built: 2017

Grade: A Condition: Com 3 Normal

Functional: 3-Normal Class Code: 3817

Dimensions

Width/Diameter: 9 Length: 66
Size/Area: 594 Height: 8
Bushels: n/a Circumference: n/a

Cadastral Property Report

Tax Year: 2025

Outbuilding/Yard Improvement #6

Type: Industrial	Description: ITU1 - Utility Tunnel (CU Feet)
Quantity: 1	Year Built: 2017
Grade: A	Condition: Com 3 Normal
Functional: 3-Normal	Class Code: 3817

Dimensions

Width/Diameter: 8	Length: 26
Size/Area: 208	Height: 6
Bushels: n/a	Circumference: n/a

Outbuilding/Yard Improvement #7

Type: Industrial	Description: ITU1 - Utility Tunnel (CU Feet)
Quantity: 1	Year Built: 2017
Grade: A	Condition: Com 3 Normal
Functional: 3-Normal	Class Code: 3817

Dimensions

Width/Diameter: 8	Length: 42
Size/Area: 336	Height: 6
Bushels: n/a	Circumference: n/a

Outbuilding/Yard Improvement #8

Type: Industrial	Description: CAU3A-Fuel Storage tank, horizontal pressure, over 4,000 gal
Quantity: 1	Year Built: 2018
Grade: A	Condition: Com 3 Normal
Functional: n/a	Class Code: 3817

Dimensions

Width/Diameter: n/a	Length: n/a
Size/Area: 60000	Height: n/a
Bushels: n/a	Circumference: n/a

Outbuilding/Yard Improvement #9

Type: Industrial	Description: CAU2 - Fuel Storage Tank, aboveground, Steel
Quantity: 5	Year Built: 2018
Grade: A	Condition: Com 3 Normal
Functional: 3-Normal	Class Code: 3817

Dimensions

Width/Diameter: 12	Length: 36
Size/Area: 30000	Height: 36
Bushels: n/a	Circumference: 38

Cadastral Property Report

Tax Year: 2025

Outbuilding/Yard Improvement #10

Type: Industrial Description: IBF1 - Bunker, concrete, fuel containment

Quantity: 1 Year Built: 2018

Grade: A Condition: Com 3 Normal

Functional: 3-Normal Class Code: 3817

Dimensions

Width/Diameter: 45 Length: 98
Size/Area: 4410 Height: 2
Bushels: n/a Circumference: n/a

Outbuilding/Yard Improvement #11

Type: Industrial Description: CRS1 - Utility Building, frame

Quantity: 1 Year Built: 2018

Grade: A Condition: Com 3 Normal

Functional: 3-Normal Class Code: 3817

Dimensions

Width/Diameter: 4 Length: 4
Size/Area: 16 Height: 7
Bushels: n/a Circumference: n/a

Commercial

Commercial Summary

Buildings Summary

Building Number	Building Name	Structure Type	Units	Year Built
02	CHEMICAL STORAGE BUILDING & OFFICE	398 - Warehouse	1	2018
01	FERTILIZER PLANT BUILDING	401 - Industrial, Manufacturing & Processing	1	2017

Tax Year: 2025

Existing Building #1

General Building Information

Building Number: 02	Building Name: CHEMICAL STORAGE BUILDING & OFFICE
Structure Type: 398 - Warehouse	Units/Building: 1
Identical Units: 1	Grade: A
Year Built: 2018	Year Remodeled: 2019
Class Code: 3817	Effective Year: 2018
Percent Complete: n/a	

Interior/Exterior Data #1

Use Type: 03 - Office	Level To: 01
Dimensions	Perimeter: 66
Base Area: n/a	Construction: Pre-engineered Steel
Features: 07 - Metal, light	Functional Utility: 3-Normal

Other Features	Qty	Width	Length	Height	Area	Calculated Value	Unadjusted Value
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Interior/Exterior Data #2	Level To: 01
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Use Type: 45 - Warehouse	Perimeter: 46
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Dimensions	Construction: Pre-engineered Steel
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Base Area: n/a	Functional Utility: 3-Normal
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Features: 07 - Metal, light	Other Features	Qty	Width	Length	Height	Area	Calculated Value	Unadjusted Value
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Physical Condition: 3-Normal	1	24	60	20	480	0	0
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Other Features	Qty	Width	Length	Height	Area	Calculated Value	Unadjusted Value
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12 - Pallet Storage Average	1	24	60	20	480	0	0
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Elevators and Escalators	Units	Rise-ft	Stops	Speed	Capacity	Cost
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Description	Units	Rise-ft	Stops	Speed	Capacity	Cost
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Existing Building #2

General Building Information

Building Number: 01	Building Name: FERTILIZER PLANT BUILDING
Structure Type: 401 - Industrial, Manufacturing & Processing	Units/Building: 1
Identical Units: 1	Grade: E
Year Built: 2017	Year Remodeled: n/a
Class Code: 3817	Effective Year: n/a
Percent Complete: n/a	

Interior/Exterior Data #1

Use Type: 42 - Manufacturing, Heavy	Level To: 02
Dimensions	Perimeter: 70
Base Area: n/a	Construction: Wood Frame/Joist/Beam
Features: 02 - Frame	Functional Utility: 3-Normal

Physical Condition: 3-Normal	Other Features	Qty	Width	Length	Height	Area	Calculated Value	Unadjusted Value
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Interior/Exterior Data #2	Level To: 01
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Use Type: 43 - Manufacturing, Heavy	Perimeter: 224
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Dimensions	Construction: Wood Frame/Joist/Beam
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Base Area: n/a	Functional Utility: 3-Normal
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Features: 02 - Frame	Other Features	Qty	Width	Length	Height	Area	Calculated Value	Unadjusted Value
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Physical Condition: 3-Normal	1	24	60	20	480	0	0
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Interior/Exterior Data #3	Level To: 01
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Use Type: 45 - Warehouse	Perimeter: 68
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Dimensions	Construction: Wood Frame/Joist/Beam
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Base Area: n/a	Functional Utility: 3-Normal
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Features: 02 - Frame	Other Features	Qty	Width	Length	Height	Area	Calculated Value	Unadjusted Value
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Physical Condition: 3-Normal	1	24	60	20	480	0	0
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Interior/Exterior Data #4	Level To: 02
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Use Type: 02 - Multi-Use Office	Perimeter: 70
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Dimensions	Construction: Wood Frame/Joist/Beam
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Base Area: n/a	Functional Utility: 3-Normal
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Features: 02 - Frame	Other Features	Qty	Width	Length	Height	Area	Calculated Value	Unadjusted Value
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Physical Condition: 3-Normal	1	24	60	20	480	0	0
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Interior/Exterior Data #5	Level To: M1
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Use Type: 43 - Manufacturing, Heavy	Perimeter: 68
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Dimensions	Construction: Wood Frame/Joist/Beam
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Base Area: n/a	Functional Utility: 3-Normal
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Features: 02 - Frame	Other Features	Qty	Width	Length	Height	Area	Calculated Value	Unadjusted Value
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Physical Condition: 3-Normal	1	24	60	20	480	0	0
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Interior/Exterior Data #6	Level To: 01
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Use Type: 43 - Manufacturing, Heavy	Perimeter: 68
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Dimensions	Construction: Wood Frame/Joist/Beam
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Base Area: n/a	Functional Utility: 3-Normal
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Features: 02 - Frame	Other Features	Qty	Width	Length	Height	Area	Calculated Value	Unadjusted Value
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Physical Condition: 3-Normal	1	24	60	20	480	0	0
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Other Features	Qty	Width	Length	Height	Area	Calculated Value	Unadjusted Value
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Elevators and Escalators	Units	Rise-ft	Stops	Speed	Capacity	Cost
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Description	Units	Rise-ft	Stops	Speed	Capacity	Cost
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Tax Year: 2025

Ag/Forest Land

Ag/Forest Land Item #1

Acre Type: NQ - Non Qualified Ag Land
Class Code: 1701

Irrigation Type: n/a
Timber Zone: n/a

Productivity

Quantity: n/a
Units: Non Qual

Commodity: n/a

Valuation

Acres: 66.946
Value: n/a

Per Acre Value: n/a

Easements

No easements exist for this parcel

Disclaimer

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TaxCode: D12861**Owner Listed On Last Tax Statement****Last Updated: September 29, 2024**

Primary Owner: TOWN & COUNTRY SUPPLY ASSOCIATION

Owner as of March 26, 2025

Primary Owner: TOWN & COUNTRY SUPPLY ASSOCIATION

Contact: BRENDA RAY

Contact: MEAGAN THOMPSON - PROPANE COORDINATOR

Contact: REESE SANDRA

Contact: STARR JOSHUA

Contact: GANCZE LISA

2025 Mailing Address

Mailing Address: TOWN & COUNTRY SUPPLY ASSOCIATION
PO BOX 367
LAUREL, MT 59044

Property Information

Property Address: 3737 COULSON RD

Township: 01 N Range: 27 E Section: 08

Certificate of
Survey: 1225 Parcel: 3A1 & 6BFull Legal: S08, T01 N, R27 E, C.O.S. 1225, PARCEL 3A1 & 6B, **FOREVER MERGED** & TR 5 AND ABND
WATSON RD (21)

GeoCode: 03-1034-08-4-03-18-0000

[Show on Map](#) (May not work for some newer properties.)**2024 Billing Information**

Year	1st Half	2nd Half	Total
<u>2024</u>	100,569.45 P	100,569.43	201,138.88

(P) indicates paid taxes.

[Credit/Debit Tax Payment](#)[E-Check Tax Payment](#)**School Information**High School: Lockwood - ([Show on Map](#))Middle School: Lockwood - ([Show on Map](#))Elementary School: Lockwood - ([Show on Map](#))

Owner information is supplied by the Montana Department of Revenue. To request updates to addresses or other ownership information, please contact the DOR office at 896-4000. Records for the current year will not be updated after tax bills have been sent out, so changes requested after you receive your bill will appear only on next year's records.

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Lockwood Expansion Project
Asset #41-23 and #42-23

Date	Vendor	Invoice #	Amount	
12/31/2022	Morrison (Grant Writing)	4902	\$ 18,034.75	NO
8/9/2023	KLJ Engineering LLC	10193142	\$ 4,517.50	NO
9/6/2023	KLJ Engineering LLC	10195283	\$ 5,031.65	NO
10/5/2023	KLJ Engineering LLC	10196876	\$ 6,285.50	NO
11/8/2023	KLJ Engineering LLC	10198407	\$ 4,141.00	NO
11/8/2023	nVenia	474854	\$ 197,818.88	NO
1/4/2024	Stueve Construction LLC	2302	\$ 700,433.00	1ST REQUEST
1/11/2024	KLJ Engineering LLC	10204556	\$ 11,508.00	1ST REQUEST
1/11/2024	KLJ Engineering LLC	10201557	\$ 144.50	1ST REQUEST
2/7/2024	Kahler Automation	8228	\$ 505.12	1ST REQUEST
2/13/2024	Sackett-Waconia	26798	\$ 49,615.50	1ST REQUEST
3/1/2024	Millennium Construction	2764	\$ 95,846.88	1ST REQUEST
3/4/2024	Cotter's Sewer Portable-monthly	5432	\$ 471.00	1ST REQUEST
3/15/2024	Stueve Construction LLC	2337	\$ 595,367.75	1ST REQUEST
3/31/2024	Mackenzie Disposal-monthly	43X00234	\$ 498.06	1ST REQUEST
3/29/2024	Stueve Construction LLC	2357	\$ 1,400,866.00	2ND REQUEST
3/26/2024	Millennium Electric	1223	\$ 23,347.00	2ND REQUEST
4/4/2024	KLJ Engineering LLC	10204893	\$ 47,690.00	2ND REQUEST
4/2/2024	Millennium Construction	2773	\$ 384,551.00	2ND REQUEST
4/26/2024	ServTech Electric LLC	1129	\$ 3,174.11	2ND REQUEST
5/2/2024	ServTech Electric LLC	1133	\$ 9,905.85	2ND REQUEST
4/30/2024	Stueve Construction LLC	2378	\$ 525,324.75	2ND REQUEST
4/30/2024	Mackenzie Disposal-monthly	44X00251	\$ 812.87	2ND REQUEST
5/30/2024	nVenia	498179	\$ 197,818.88	3RD REQUEST
5/26/2024	Cotter's Sewer Portable-monthly	6267	\$ 400.00	3RD REQUEST
5/31/2024	Mackenzie Disposal-monthly	45X00274	\$ 1,522.09	3RD REQUEST
5/31/2024	nVenia	498604	\$ 56,535.24	3RD REQUEST
6/30/2024	Mackenzie Disposal-monthly	46X00276	\$ 1,196.68	3RD REQUEST
6/7/2024	KLJ Engineering LLC	10207689	\$ 13,906.75	3RD REQUEST
6/7/2024	KLJ Engineering LLC	10207688	\$ 138.50	3RD REQUEST
6/14/2024	Ingersoll Rand	26977696	\$ 21,890.51	3RD REQUEST
6/28/2024	Stueve Construction LLC	2426	\$ 358,701.50	3RD REQUEST
7/21/2024	Cotter's Sewer Portable-monthly	7004	\$ 100.00	3RD REQUEST
7/31/2024	Sackett-Waconia	29273	\$ 144,728.00	3RD REQUEST
7/31/2024	Mackenzie Disposal-monthly	47X00274	\$ 365.61	3RD REQUEST
4/30/2024	Roadarmel Construction	7795	\$ 3,171.20	3RD REQUEST
7/24/2024	Roadarmel Construction	7820	\$ 213,720.00	3RD REQUEST
8/1/2024	Roadarmel Construction	7836-3	\$ 127,750.00	3RD REQUEST
6/13/2024	nVenia	499856	\$ 57,073.20	3RD REQUEST
10/3/2024	Montana Metal Fabrications	3454	\$ 52,747.82	4th Request
10/10/2024	KLJ Engineering LLC	10214559	\$ 6,363.00	4th Request
9/15/2024	Cotter's Sewer Portable-monthly	7708	\$ 100.00	4th Request
9/25/2024	Tacoma Screw	270139965-00	\$ 65.37	4th Request
9/23/2024	Roadarmel Construction	7871	\$ 11,475.00	4th Request
8/26/2024	Roadarmel Construction	7860	\$ 9,010.00	4th Request
9/5/2024	Roadarmel Construction	7862-2	\$ 13,660.00	4th Request
9/5/2024	Millennium Construction	2794	\$ 27,095.00	4th Request
9/1/2024	Cotter's Sewer Portable-monthly	7365	\$ 100.00	4th Request
4/16/2024	Millennium Construction	2776	\$ 5,931.19	4th Request
4/28/2024	Cotter's Sewer Portable-monthly	5967	\$ 400.00	4th Request
10/13/2024	Cotter's Sewer Portable-monthly	8117	\$ 100.00	4th Request
10/25/2024	Roadarmel Construction	7888	\$ 95,472.00	4th Request
10/30/2024	Sackett-Waconia	30415	\$ 133,658.45	4th Request
11/7/2024	KLJ Engineering LLC	10216827	\$ 10,257.50	4th Request
11/10/2024	Cotter's Sewer Portable-monthly	8460	\$ 100.00	4th Request
Grand Total Requested			\$ 5,651,444.16	
2024	NOT REQUESTED YET			
12/10/2025	KJL	10218328	\$ 115.50	
12/20/2024	Montana Metal Fabrications	3496	\$ 59,197.63	
12/11/2024	ServTech Electric LLC	1189	\$ 45,925.21	
12/30/2024	Roadarmel Construction	7908	\$ 288,511.00	
			\$ 393,749.34	
2025				
1/7/2025	Jares Fence Co.	41138	\$ 196,345.00	
1/19/2025	ServTech Electric	1199	\$ 48,873.58	
2/7/2025	KJL	10219850	\$ 611.50	
2/4/2025	Montana Metal Fabrications	3521	\$ 39,809.46	
			\$ 285,639.54	
TOTAL NOT REQUESTED YET			\$ 679,388.88	

TaxCode: D12861

Owner Listed On Last Tax Statement
Last Updated: September 29, 2024

Primary Owner: TOWN & COUNTRY SUPPLY ASSOCIATION

Owner as of March 26, 2025

Primary Owner: TOWN & COUNTRY SUPPLY ASSOCIATION

Contact: BRENDA RAY

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Contact: REESE SANDRA

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Job Category: Administration & Operations

Number of Employees: 3

Job Titles: Plant Manager, Operations Manager, Inventory Specialist

Job Skills: Manage day-to-day operations on site including staffing, inventory control, orders, warehousing, and product quality

Wages: \$68,000 to \$110,000 with FT Benefits

Job Category: Full Time Workers

Number of Employees: 6

Job Titles: Asst Mgr, Agronomy Operator, Laborer, Fertilizer Applicator, Chemical Warehouse Staff

Job Skills: Knowledge of Chemicals, commercial drivers, Fertilizer Field Applications, Plant Operations

Wages: \$17.00 - \$29.00 with FT Benefits (Overtime Wages Apply)

Job Category: Seasonal Workers

Number of Employees: 18

Job Titles: Production, Tender Drivers, Warehouse Staff

Job Skills: Knowledge of Chemical, commercial drivers, etc.

Wages: \$16.00 - \$29.00 No Benefits (Overtime Wages Apply)

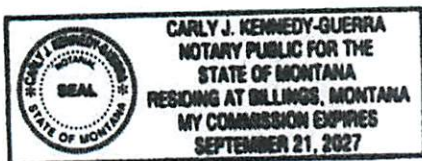
X Sandra Beese

State of Montana

County of Yellowstone

This instrument was signed or acknowledged before
me on 04/09/2025 by Sandra Beese

(Name of signer)

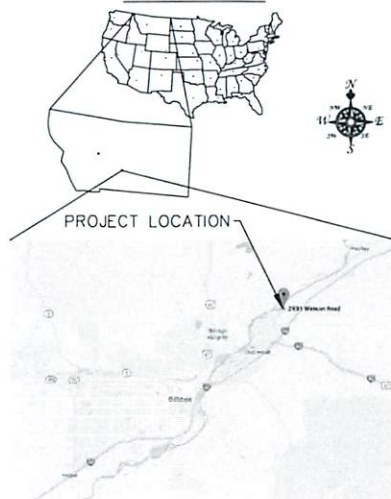


Carly J. Kennedy-Guerra
(Notary Signature)

[Affix seal/stamp to the left or below]

TOWN & COUNTRY SUPPLY ASSN. LOCKWOOD, MT

VICINITY MAP



LOCKWOOD, MT

PROJECT DATA

PROJECT NAME: DRY FERTILIZER STORAGE BUILDING

PROJECT ADDRESS: TOWN & COUNTRY SUPPLY ASSN. FERTILIZER, LLC
2931 Watson Road
Billings, MT 59101

GENERAL NOTES

- All exit doors to be operable from the inside without the use of a key or any special knowledge or effort.
- All exit doors leading to or exiting to the exterior of the building will have lighted exit sign with emergency lighting battery backup. Example of lighting unit - Sure-Lite company part # lpx7orwhd led exit light with two-head emergency lights.
- Storage bins used for storing of dry fertilizer in open piles. This area is non habitat and will be accessed using a loader to retrieve the product. It does not present life safety issues from fire or other emergencies.

BUILDING CODE ANALYSIS

USE & OCCUPANCY CLASSIFICATION

According to the 2012 International Building Code, some of the proposed materials are considered hazardous MMS information by the Owner is maintained on Sheet A102.0

Fertilizer Warehouse GROUP S-2 IBC SECTION 311.3

CONSTRUCTION TYPE

Fertilizer Warehouse TYPE V-B IBC TABLE 601

Fire Resistance Rating Required (N-30) 0 IBC TABLE 602

UNLIMITED AREA

Building Area 35,930 sq ft

As per IBC Section 507.2 The area of Non-Sprinklered One-Story S-2 type building shall not be limited when the building is surrounded and adjacent by public ways or yards not less than 60 feet in width. See sheet A2 for further details.

Peak Height of Building 60'-11"
Eave Building Height 17'-4"
Height of Equipment 12'-6"

As per IBC Section 507.2 the area of non-sprinklered one-story S-2 type building shall not be limited when the building is surrounded and adjacent by public ways or yards not less than 60 feet in width. See sheet A101.0 for further details.

OCCUPANT LOAD CALCULATION

OCCUPANT LOAD			
Building Area	Total square Feet	Occupant Load Factor	Occupant Load
Storage Area	22,910	500	9
Alleyway	13,020	500	25
TOTAL	35,930	=	28

* Storage Area is Non-Habitat area (Occupant Load by Use is ZERO)

MINIMUM EGRESS REQUIREMENTS

OCCUPANT LOAD = 28 IBC TABLE 1004.1.1
Minimum Number of Exits for Occupant Load = 2 IBC TABLE 1021.1
Exit Access Travel Distance 300 ft IBC TABLE 1016.1

PROJECT TEAM

OWNER: TOWN & COUNTRY SUPPLY ASSN. GROUP, LLC
PO BOX 367
LAUREL MT 59044
WES BURLEY
(406) 628-6314

PROJECT ENGINEER: STUEVE CONSTRUCTION
2201 EAST OAK STREET
ALGONA, IA 50511
RUSSELL BUSCHER, PE
(515) 295-3110

BUILDING CONTRACTOR: STUEVE CONSTRUCTION
2201 EAST OAK STREET
ALGONA, IA 50511
ALEX GRANDGEORGE
(515) 295-3110

CIVIL ENGINEER: KLG ENGINEERING
2611 GABEL ROAD
BILLINGS, MT 59102-7329
MATT CORCORAN
Phone: (406) 247-2917

GEOTECHNICAL ENGINEER: SK GEOTECHNICAL
2511 HOLMAN AVE
BILLINGS, MT 59102-7329
CORY G. RICE, PE
PHONE: (406) 652-3930

MATERIALS HANDLING: SACKETT WACONIA
33 8TH STREET EAST
WACONIA, MN 55387
ERIC JANZEN
(952) 442-4450

ENGINEER'S STATEMENT

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Montana.

Print Name: RUSSELL J. BUSCHER

Signature: _____

Date: 4-19-17 License # 18593

WORK BY OTHER DESIGN PROFESSIONAL

THE FOLLOWING BUILDING COMPONENTS/ELEMENTS ARE DESIGNED BY OTHER DESIGN PROFESSIONALS.

- STORM WATER, HYDRAULIC DESIGN & GRADING PLAN
- ELECTRICAL
- MECHANICAL CONVEYOR SYSTEMS AND OTHER BULK HANDLING EQUIPMENT

1. ALL SUCH DOCUMENTS ARE THE RESPONSIBILITY OF THE OWNER AND THEIR CONTRACTOR CONSULTANTS.

DETAILED SCOPE OF WORK

THE PROPOSED BUILDING IS AN UNHEATED STORAGE WAREHOUSE. THE BUILDING IS USED TO STORE AND HANDLE BULK DRY FERTILIZER. PRODUCT WILL BE RECLAIMED AND SHIPPED OUT IN TRUCKS. THE BUILDING FEATURES INCLUDE CONCRETE WALL STRUCTURE WITH TIMBER ROOF. THE BUILDING IS EQUIPPED WITH BULK MATERIAL HANDLING EQUIPMENT SUCH AS CONVEYORS AND TOWER STRUCTURES.

Sheet List Table

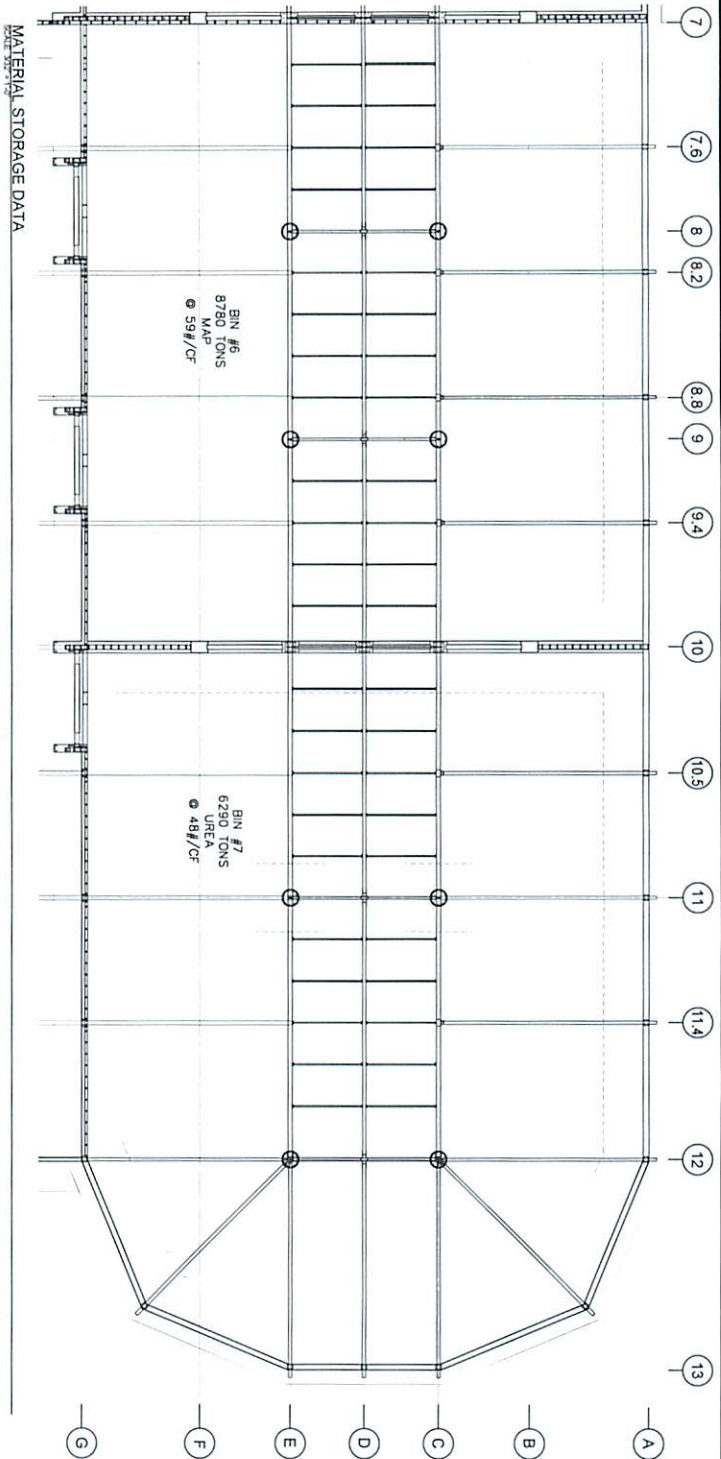
Sheet Number	Sheet Title
ARCHITECTURAL	
A100.0	COVER SHEET
A101.0	SITE LAYOUT
A102.0	MATERIAL STORAGE
A200.0	STRUCTURAL LOADS
A201.0	NOTES 1
A202.0	NOTES 2
A400.0	EAST & WEST ELEVATIONS
A401.0	SOUTH ELEVATION
CONCRETE	
C300.0	BIN AREA PLAN
C301.0	BIN WALL FOUNDATION DETAILS
C302.0	BIN AREA DETAILS
C303.0	BIN WALL ELEVATION
C304.0	COLUMN ELEVATIONS AND DETAILS
C400.0	ALLEY WAY DETAILS

CONTRACTOR SHALL VERIFY ALL INFORMATION AND CONDITIONS OF THE SITE AND THE BUILDING PROPERTY OF THE OWNER AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF THE BUILDING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF THE BUILDING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF THE BUILDING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF THE BUILDING.

stueve construction llc
The Next Generation in Dry Fertilizer Storage
1200 E. Oak Street • Helena, Montana 59601 • Phone: (406) 265-2018 • Fax: (406) 265-2022

TOWN & COUNTRY SUPPLY ASSN.
LOCKWOOD, MT

DESIGN: RB DATE: 1/22/2024
DRAWN BY: KS CHECKED BY: SW
SHEET NO: A100.0



MATERIAL STORAGE DATA

The following are the definitions as per the IBC:

Corrosive. A chemical that causes visible destruction of, or irreversible alteration in, material. It is a liquid or solid at room temperature. A chemical shall be considered corrosive if, when tested on the skin of albino rabbits by the methods described in DOTM 49 CFR, Part 173.137, such a chemical destroys or changes irreversibly the structure of the tissue at the point of contact following an exposure period of 4 hours.

Explosive. Any chemical compound, mixture or device, the primary or common purpose of which is to function by explosion. The term includes, but not limited to, dynamite, black powder, blasting explosives, detonators, safety fuses, squibs, deflagrating coal, igniter cord, igniter and display fireworks, 1.3G Class explosives, and other explosives. It includes any material that is classified as an explosive other than Chapter 40 and also includes any material classified as an explosive material by DOTM 49 CFR.

Toxic. A chemical falling into the following categories:

A chemical that the median lethal dose (LD50) is more than 50 milligrams per kilogram, but not more than 500 milligrams per kilogram of body weight when administered orally to albino rats weighing between 200 and 300 grams each.

A chemical that the median lethal dose (LD50) is more than 200 milligrams per kilogram, but not more than 1,000 milligrams per kilogram of body weight when administered by continuous contact for 24 hours (or less if death occurs within 24 hours) with bare skin of albino rabbits weighing between 2 and 3 kilograms each.

A chemical that the median lethal dose (LD50) is air of more than 200 parts per million but not more than 2,000 parts per million by volume of gas or vapor, or more than 2 milligrams per liter but not more than 20 milligrams per liter of mist, fume or dust, when administered by continuous inhalation for 1 hour (or less if death occurs within 1 hour) to albino rats weighing between 200 and 300 grams each.

USE AND GROUP CLASSIFICATIONS

MATERIAL LISTINGS

COMBUSTIBLE DUST	YES
EXPLOSIVES	X

TOXIC

X

Since the material being stored is non-combustible, the building use and occupancy is classified as Group S-2 as per Section 311.3 of the CBC. There is no storage limits specified in the building code on the quantity of storage of non-combustible materials

HAZARDOUS MATERIAL INFORMATION SYSTEM (USA)

PRODUCT	HEALTH	FIRE	REACTIVITY	SPECIAL
UREA	1	0	0	N/A
MAP	1	0	0	N/A

MAP

Corrosive: No Data Available

Toxicology: LD50 Oral 2,000 mg/kg
LD50 Dermal 5,000 mg/kg
LD50 Inhalation No data Available

Explosive: This product is not flammable and non explosive

NFPA Fire Ratings:

Flammability 0
Health 0
Instability 0

Remarks: Non Flammable. Stable under normal conditions of storage and handling.

Urea

Corrosive: Corrosive to mild steel. Corrosive to aluminum, zinc, or copper.

Non-corrosive to glass, steel or 316 stainless steel. -Not corrosive to living tissue

Toxicology:

LD50 Oral 5,000mg/kg
LD50 Dermal 2,000mg/kg
LD50 Inhalation 22 mg/m causes mild irritation

Remarks: Non Flammable. Material will not burn. Stable under normal conditions of storage and handling.

NFPA Fire Ratings:

Flammability 0
Health 1
Instability 0

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ACAD DWG FILE: ARCHITECTURAL

stueve
construction LLC.
SINCE 1988

The Next Generation in Dry Fertilizer Storage
2701 E. Oak Street • Rapid, Iowa 52401 • Phone: (319) 269-3145 • Fax: (319) 269-3622

TOWN & COUNTRY SUPPLY ASSN.
LOCKWOOD, MT

REVISIONS	DATE	BY	CHKD
1	10/20/2024	GDW	ST
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A102.0

1. ALL MATERIALS, WORKMANSHIP, DESIGN, AND CONSTRUCTION SHALL CONFORM TO THE DRAWINGS, SPECIFICATIONS, THE INTERNATIONAL BUILDING CODE (2012 EDITION),
(The following apply unless shown otherwise on the plans)

- FOUNDATION AND SLAB NOTES**
1. SUB-GRADE PREPARATION INCLUDING DRAINAGE, EXCAVATION, COMPACTON, AND FILLING REQUIREMENTS, SHALL CONFORM STRICTLY WITH RECOMMENDATIONS GIVEN IN THE SOIL REPORT OR AS DIRECTED BY THE SOILS ENGINEER.
2. ALLOWABLE SOLE BEARING CAPACITY = 3,000 PSF
- SOILS REPORT REFERENCE:
- CORRY G. RICE, P.E.
SK GEOTECHNICAL
2511 HOLMAN AVENUE
BILLINGS, MT 59108
(406) 652-3930
- OWNER IS RESPONSIBLE TO DO SOIL CORRECTION AS INSTRUCTED BY GEOTECH REPORT.

1. SUB-GRADE PREPARATION INCLUDING DRAINAGE, EXCAVATION, COMPACTION, AND FILLING REQUIREMENTS, SHALL CONFORM STRICTLY WITH RECOMMENDATIONS GIVEN IN THE SOILS REPORT OR AS DIRECTED BY THE SOILS ENGINEER.
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- SOILS REPORT REFERENCE:
CORY G. RICE, P.E.
2511 HOLMAN AVENUE
BILLINGS, MT 59108
(406) 652-3930
OWNER IS RESPONSIBLE TO DO SOIL CORRECTION AS INSTRUCTED BY GEOTECH REPORT.

1. STRUCTURAL STEEL DESIGN, FABRICATION, AND ERECTION SHALL BE BASED ON THE AISC, "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS," LATEST EDITION, PLUS ALL REFERENCED CODES.

2. STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

- | TYPE OF MEMBER | A515 SPECIFICATION | F _y |
|--|--------------------|----------------|
| PLATES, SHAPES, ANGLES AND ROOF | A36 | 36 KSI |
| ANCHOR BOLTS (EMBEDDED IN MASONRY OR CONCRETE) | F1554 | 36 KSI |
| CONNECTION BOLTS (3/4 ROAD, UNLESS SHOWN OTHERWISE) | A503 | 92 KSI |
| CONNECTION WELDS | A503 | |
| 3. ALL WELDING SHALL BE IN CONFORMANCE WITH A.I.S.C. AND A.W.S. STANDARDS USING E70X E70X ELECTRODES. ONLY PREQUALIFIED WELDERS (AS DEFINED BY A.W.S.) SHALL BE USED. WELDING OF GRADE 60 REINFORCING BARS (IF REQUIRED) SHALL BE PERFORMED USING LOW HYDROGEN METHOD OF E70XX E70X ELECTRODES. WELDING WITHIN 4" OF COLD BENDS IN REINFORCING STEEL IS NOT PERMITTED. SEE REINFORCING NOTES FOR MATERIAL REQUIREMENTS OF WELDED BARS. | | |
| 4. WELDS SIZES SHALL BE MINIMUM 1/8" UNLESS NOTED OTHERWISE. | | |
| 5. NO WELDING WILL BE PERMITTED WHEN AMBIENT TEMPERATURE IS BELOW 0 DEGREES FARENHEIT. | | |

ALL CONCRETE SHALL HAVE A SPECIFIED COMPRESSIVE STRENGTH $f_c = 4000$ P.S.I. AT 28 DAYS. THE MAXIMUM WATER-CEMENT RATIO FOR THE MIX SHOULD BE 0.40 TO 0.45. THE MINIMUM CEMENT AND AIR ENTRAINMENT REQUIREMENTS FOR WATER TIGHT CONCRETE IS AS FOLLOWS:

MAXIMUM RECOMMENDED SLUMP#

CLASS, FILLERS & FOUNDATIONS

3" 4" 5"

MASS CONCRETE

* VALUE DOUBLES WHEN HIGH RANGE WATER REDUCER (ASTM C494 TYPE F) IS ADDED.

WATER USED IN MIXING CONCRETE SHOULD BE CLEAN AND FREE FROM NOXIOUS AMOUNT OF
THE CONCRETE OR REINFORCING STEEL. PORTABLE WATER, AND OTHER SUBSTANCES THAT COULD DAMAGE
TASTE CAN BE USED FOR MINING CONCRETE.

READY MIXED CONCRETE SUPPLIER SHALL COMPLY WITH ALL REGULATIONS AND PROCEDURES
USED IN ASTM C 946-99 SPECIFICATION FOR READY-MIXED CONCRETE*.

OWNER WILL EMPLOY INDEPENDENT TESTING AGENCY TO EVALUATE CONCRETE BEING PLACED.
QUALITY OF CONCRETE IS TESTED FOR SLUMP, AIR PERCENT, AND COMPRESSIVE STRENGTH AS PER ASTM C94.

IF ALTERNATE MIX DESIGN IS USED, THE CONCRETE MIX SHALL MEET THE REQUIREMENTS STATED
IN A211.1, PROPORTIONS FOR NORMAL, HEAVYWEIGHT, AND MASS CONCRETE.

PORTLAND CEMENT:	ASTM C 150 TYPE 1 OR 1A
AGGREGATES	ASTM C 33
WATER:	ACI 318, SECTION 3.4

- | | |
|----------------------------|-------------------------|
| PORTLAND CEMENT: | ASTM C 150 TYPE 1 OR 1A |
| AGGREGATES | ASTM C 33 |
| WATER | ACI 318, SECTION 3.4 |
| AIR-ENTRAINMENT: | ASTM C260 |
| WATER-REDUCING ADMIXTURE: | ASTM C494 |
| FLY ASH OR OTHER POZZOLANS | ASTM C 618 |
| DEFORMED REBAR: | ASTM A615 |
| #3 AND #4 | GRADE 40 OR BETTER |
| #5 TO #8 | GRADE 60 OR BETTER |
| #9 TO #11 | GRADE 75 OR BETTER |

CODE PROVISIONS ADOPTED FOR DESIGN IS ACI 318-2002.
CONCRETE MIXING, CONVEYING, AND PLACING SHALL MEET THE REQUIREMENTS STATED IN THE
THE ACI MANUAL OF CONCRETE PRACTICE (MCP) LATEST EDITION AND THEIR RELATED STANDARDS.

- THE DRAWINGS:
MINIMUM CONCRETE COVER FOR REINFORCEMENT SHALL BE AS NOTED, UNLESS OTHERWISE ON
- | | |
|------|--|
| 3. | A) CAST AGAINST AND EXPOSED TO EARTH |
| 1.5" | B) TIES, STRUTS AND SPIRALS FOR BEAM AND COLUMNS |
| 2" | C) WALLS, NO. 6 AND LARGER BARS |
| 1.5" | NO. 5 AND SMALL BARS |
- CONCRETE SHALL BE POURED AND MAINTAINED ABOVE 50 DEGREES F AND APPROPRIATE CURING METHODS FOR AT LEAST 7 DAYS.
- CONCRETE SHALL BE CONTINUOUS OPERATIONAL WITHIN PLANNED JOINTS AND SECTIONS.
- CONSOLIDATOR PLACED CONCRETE USING MECHANICAL VIBRATING EQUIPMENT AND RODDING AND TAMPING, SO THAT CONCRETE IS WORKED AROUND THE REINFORCEMENT AND OTHER EMBEDDED ITEMS AND INTO THE FORMS.
- ALL MONITORING BARS SHOULD BE FINISHED WITH AN LONG WANDERED BURLEAF. ALL EXTERIOR STABS INCLUDING APPROACHES AND RAILWAYS SHOULD BE RACOMED FINISH FOR A UNIFORM AND SMOO-RESISTANCE SURFACE.
- ALL HOT WEATHER CONCRETING SHOULD BE AS PER ACI 306 SPECIFICATIONS.
- ALL COLD WEATHER CONCRETING SHOULD BE AS PER ACI 306 SPECIFICATIONS.
- REINFORCEMENT STEEL SHALL BE DETAILED INCLUDING HOOKS AND BENDS IN ACCORDANCE WITH ACI 318 AND ACI 319.
- ALL WEARS ARE SHOWN CONTINUOUS. LAP SPICE SHALL BE 30 TIMES THE DIAMETER OF THE REBAR. DO NOT LAP MORE THAN 50% OF REBAR IN ANY GIVEN JOINT. LAPS NOTED IN THE DRAWING.
- LAP AT CONTINUOUS REINFORCEMENT 30 BAR DIAMETERS OR >2" MINIMUM UNLESS NOTED IN THE DRAWING. PROVIDE CORNER BARS AT ALL WALL INTERSECTIONS. LAP CORNER BARS 30 BAR DIAMETERS OR >2" MINIMUM.
- NO BARS PARTIALLY EMBEDDED IN HARDENED CONCRETE SHALL BE FIELD BENT UNLESS SPECIFICALLY SO DETAILED OR APPROVED BY THE STRUCTURAL ENGINEER.
- SEE ARCHITECTURAL DRAWINGS FOR EXACT LOCATIONS AND DIMENSIONS OF DOOR AND WINDOW OPENINGS IN WALL CONCRETE WALLS. SEE MECHANICAL DRAWINGS FOR SIZE AND LOCATION OF MISCELLANEOUS MECHANICAL OPENINGS THROUGH WALLS. SEE UTILITY DRAWINGS FOR ALL UNDERGROUND LINES AND THEIR LOCATIONS. SEE ELECTRICAL DRAWINGS FOR ALL GROUNDING LOCATIONS AND GROUNDING DETAILS.
- EPOXY GROUTED ITEMS INTENT TO CONCRETE NOT SPECIFIED ON THE DRAWINGS SHALL BE GROUTED WITH 50% SOLID BOND EPOXY BY ANCHOR IT FASTENING SYSTEMS OR EQUIVALENT. HOLE SIZE INSTALLATION SHALL IN STRICT ACCORDANCE WITH I.C.B.O. REPORT FOR THE ANCHOR. HOLE SIZE SHALL BE 1/8" LARGER THAN BAR, ROD OR BOLT SIZE.
- USE OF USP AND SIMPSON PRODUCTS WITH

US/Composite Listed Nails	16d common	0.162 x 2-1/2"	1.0
16d common	0.148 x 2-1/2"	1.0	

- | | | |
|-----|----------------|--------------|
| 1.0 | 0.131 x 1-1/2" | 8d x 1-1/2" |
| 1.0 | 0.148 x 1-1/2" | 10d x 1-1/2" |
| 1.0 | 0.131 x 2-1/2" | 8d common |

A201.0	
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DRAWN BY	CHECKED BY
RB	DATE:
DESIGN	1/22/2024
REVISIONS	
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ACAD DWG FILE: ARCHITECTURAL

NOTES FOR DIMENSION LUMBER AND SHEATHING

1. ALL DIMENSION LUMBER ARE PER NATIONAL DESIGN SPECIFICATION (NDS) FOR WOOD CONSTRUCTION, 2000 EDITION.
2. ALL MEMBER SIZE GIVEN IN THE CONSTRUCTION DRAWINGS ARE NOMINAL SIZE.
3. LUMBER SHALL CONFORM TO THE REQUIREMENTS OF US PRODUCT STANDARD 2400, LUMBER SPECIFICATIONS FOR GENERAL BUILDING, AND THE REQUIREMENTS OF THE NATIONAL LUMBER ASSOCIATION. LUMBER SHALL BE SOUND AND THOROUGHLY SEASONED WITH MOISTURE CONTENT LESS THAN 19%. DESIGN GRADE OF LUMBER ARE:
A. STUDS WALLS: #2 OR BETTER
B. FURLINS: #2 OR BETTER
4. ALL STUDS SHALL HAVE NO SPLITS LONGER THAN THE DIMENSION OF THE WIDER FACE
5. ALL PLATES IN CONTACT WITH THE FOUNDATION SHALL BE PRESERVATIVE TREATED.
6. ALL PLYWOOD SHALL BE 48" X 96" IN SIZE AND IDENTIFIED WITH APPROPRIATE GRADE TRADE MARK OF THE AMERICAN PLYWOOD ASSOCIATION. MINIMUM GRADE C-D GROUP 1 EXTERIOR PLYWOOD.

STRUCTURAL NOTES FOR TIMBER TRUSSES

1. ALL FABRICATED TRUSSES SHALL COMPLY WITH THE REQUIREMENTS OF AMERICAN INSTITUTE OF TIMBER CONSTRUCTION (AITC) TRUSS PLATE INSTITUTE (TPI) AND INTERNATIONAL BUILDING CODE (IBC). IN CASE OF CONFLICTING VALUES, THE MORE CONSERVATIVE VALUE SHALL BE USED.
2. ALL NECESSARY BRACING, BRIDGING, TEMPORARY SUPPORTS, AND ANCHORAGES NECESSARY FOR ERECTION OF THE TIMBER TRUSSES ARE RESPONSIBILITY OF THE CONTRACTOR
3. TRUSS MANUFACTURER SHALL PROVIDE DETAIL, SHOP DRAWINGS AND ERECTION DRAWINGS FOR FIELD PLACEMENT OF TRUSSES.
4. CONNECTORS FOR WOOD CONSTRUCTION SHALL BE CAMPSON OR APPROVED EQUAL. CAMPSON OR USP STRUCTURAL CONNECTORS DESIGNATIONS ARE SHOWN ON THE DRAWINGS. ALL CONNECTORS SHALL BE INSTALLED AS PER MANUFACTURERS REQUIREMENTS.
5. ALL CONNECTORS SHOULD BE CORROSION RESISTANT. STAINLESS STEEL CONNECTORS SHALL BE USED WHERE INDICATED. ELSEWHERE USE ZMAX PROTECTIVE COATING OR GALVANIZED CONNECTORS.
6. ALL FRAMING LUMBER SUCH AS HEADERS, PLATES, STUDS, FURLINS, RAFTERS, ETC. SHALL BE SAWN LUMBER #2 OR BETTER GRADE WITH MOISTURE CONTENT LESS THAN 19%.
7. ROOFING PLYWOOD SHALL BE 15/32" APA SHEATHING, STRUCTURAL 1 SPECIES, PS 1403 EXPOSURE 1 PLYWOOD BOUNDED WITH EXTERIOR GLUE.
8. AT DIAPHRAGM EDGES, SHEETS SMALLER THAN 24" SHALL BE FULLY BLOCKED AT ALL EDGES AND NAILED AT 6" O.C. WITH 6d COMMON NAILS UNLESS NOTED OTHERWISE.
9. CONTRACTOR SHALL BE FAMILIAR WITH THE TAILING SCHEDULE SHOWN IN THE STRUCTURAL NOTES. WHERE NOT SHOWN OTHERWISE ON PLANS, ALL TAILING SHALL FOLLOW THIS SCHEDULE. ADHESIVES SHALL NOT BE USED IN PLACE OF NAILS OR SCREWS.

NOTES ON VINYL SIDING

1. ALL EXTERIOR SIDING IS DUTCH-LAP VINYL SIDING WHICH HAVE EXCEPTIONAL UV, CORROSION AND CHEMICAL RESISTANCE. VINYL SIDING SHALL ALSO HAVE EXCELLENT ABRASION RESISTANCE INCLUDING RESISTANCE TO IMPACT AND HAIL.
2. VINYL SIDING MEET THE REQUIREMENTS OF THE ASTM D979-2 STANDARD SPECIFICATION FOR RIGID POLY(VINYLCHLORIDE) (PVC).
3. VINYL SIDING SHALL BE INSTALLED BASED ON ASTM D979-2 STANDARD PRACTICE FOR INSTALLATION OF RIGID POLY(VINYLCHLORIDE) SIDING AND SOFFIT. THE STANDARD METHOD FOR INSTALLATION OF VINYL SIDING AND SOFFIT. ADDITIONALLY IT IS RECOMMENDED THAT INSTALLERS REVIEW LOCAL BUILDING CODES AND SPECIFIC PRODUCTS AND/OR GEOGRAPHIC AREAS FOR ANY ADDITIONAL REQUIREMENTS.
4. INSTALLERS SHALL ALSO VERIFY MANUFACTURERS INSTALLATION PROCEDURE AND INSTALL SIDING TO MEET THE STRICKEST REQUIREMENT OF THE ABOVE.
5. VINYL SIDING HAS ALWAYS BEEN DESIGNED AS AN EXTERIOR CLADDING, NOT A WATER-RESISTIVE BARRIER. VINYL SIDING IS DESIGNED TO ALLOW THE MATERIAL UNDERNEATH IT TO BREATHE. THEREFORE, IT IS NOT A WATERBIGHT COVERING.
6. STYROFOAM WEATHERMAATE™ PLUS HOUSEWRAP MEETING THE REQUIREMENTS OF ICC-ES REPORT ESR-640 IS SPECIFIED IN THE DRAWINGS AS THE WEATHER BARRIER MEMBRANE.
7. INSTALL WEATHER BARRIER MEMBRANE AS PER MANUFACTURERS INSTALLATION PROCEDURE.

STRUCTURAL NOTES FOR GLULAMS, LVL'S, AND ROOFING DIAPHRAGMS

1. ALL STRUCTURAL GLULAM LAMINATED TIMBER SHOULD BE AITC APPROVED WESTERN SPECIES TYPE. ALL TIMBER MEMBERS SHOULD BE STRAIGHT, FREE OF ANY BENDS AND TWISTS, THE ALLOWABLE TOLERANCE FOR MANUFACTURING OF GLULAM BEAMS SHALL BE AS SPECIFIED BY ANSI A190.1.
2. CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL NECESSARY BRACING, BRIDGING, TEMPORARY SUPPORTS, AND ANCHORAGES NECESSARY FOR ERECTION OF THE TIMBER MEMBERS.
3. ALL GLULAM BEAMS ARE SURFACED TO AN INDUSTRIAL FINISH STANDARD. ALL GLULAM BEAMS USED FOR ROOF SUPPORT SHALL HAVE A NOMINAL 3500 RADIIUS CAMBER. ALL STRUCTURAL GLULAM LAMINATED TIMBER MEMBERS ARE DESIGNED FOR DRY SERVICE. ALL STRUCTURAL GLULAM LAMINATED TIMBER MEMBERS SHALL BE IDENTIFIED WITH THE TRADE MARK OF THE AMERICAN LUMBER ASSOCIATION. ALL LVL'S SHALL BE IDENTIFIED WITH THE TRADE MARK OF THE AMERICAN LUMBER ASSOCIATION. ALL LVL'S SHALL BE IDENTIFIED WITH THE TRADE MARK OF THE AMERICAN LUMBER ASSOCIATION. ALL LVL'S SHALL BE IDENTIFIED WITH THE TRADE MARK OF THE AMERICAN LUMBER ASSOCIATION.
4. CONNECTORS FOR WOOD CONSTRUCTION SHALL BE CAMPSON OR APPROVED EQUAL. CAMPSON OR USP STRUCTURAL CONNECTORS DESIGNATIONS ARE SHOWN ON THE DRAWINGS. ALL CONNECTORS SHALL BE INSTALLED AS PER MANUFACTURERS REQUIREMENTS.
5. ALL PURLINS REQUIRE 1" MINIMUM BEARING LENGTH. ALL ROOF BEAMS REQUIRE A BEARING LENGTH OF 12" MINIMUM. ALL PURLINS SHALL BE INSTALLED AS PER MANUFACTURERS REQUIREMENTS.
6. ALL LAMINATED VENER LUMBER (VL) SHALL BE 1 1/2" THICKNESS. 2.0 E. ALL LVL MEMBERS SHALL HAVE EVENLY COATED SEALANT TO PROTECT FROM MOISTURE, UV RADIATION, DAMAGES FROM SPLITS, CUPPING, AND WARPING. ALL LVL WILL HAVE A MINIMUM BEARING OF 2'.
7. ROOFING PLYWOOD SHALL BE 15/32" APA SHEATHING, STRUCTURAL 1 SPECIES, PS 1403 EXPOSURE 1 PLYWOOD BOUNDED WITH EXTERIOR GLUE. AT DIAPHRAGM EDGES, SHEETS SMALLER THAN 24" SHALL BE FULLY BLOCKED AT ALL EDGES AND NAILED AT 6" O.C. WITH 6d COMMON NAILS UNLESS NOTED OTHERWISE.
8. CONTRACTOR SHALL BE FAMILIAR WITH THE TAILING SCHEDULE SHOWN IN THE GENERAL NOTES. WHERE NOT SHOWN OTHERWISE ON PLANS, ALL TAILING SHALL FOLLOW THIS SCHEDULE. ADHESIVES SHALL NOT BE USED IN PLACE OF NAILS OR SCREWS.

NOTES ON ROOFING SHINGLES

1. BEFORE THE ROOF COVERING IS INSTALLED, HAVE THE DECK INSPECTED TO VERIFY THAT IT IS NAILED AS SPECIFIED ON THE DRAWINGS.
2. APPLY A SINGLE LAYER OF ASTM D 226 TYPE II (915) FELT.
3. SECURE FELT WITH LOW-PROFILE CAP-HEADED NAILS OR THIN METAL DISKS (TINCAPS) ATTACHED WITH ROOFING NAILS.
4. FASTEN AT APPROXIMATELY 6 INCHES ON CENTER ALONG THE LAP'S AND AT APPROXIMATELY 12 INCHES AT CENTER ALONG TWO ROWS IN THE FIELD OF THE SHEET BETWEEN THE SIDE LAPS.
5. WEAVE UNDERLAMENT FELT ACROSS VALLEYS, DOUBLE-LAP UNDERLAMENT FELT WITH RIDGES (UNLESS THERE IS A CONTINUOUS RIDGE VENT). LAP UNDERLAMENT FELT WITH TURNED-UP ROOF UNDERLAMENT.
6. INSTALL WEATHERING GRADE ASPHALT SHINGLES (#250) WITH TOUGH FIBERGLASS MAT CORE AS PER MANUFACTURERS INSTALLATION SHINGLES SHOULD ALSO HAVE A CLASS "A" FIRE RATING.
7. ASPHALT SHINGLE SHALL BE RATED FOR WIND SPEED OF 90 MPH OR HIGHER AND ASTM D 691 OR ASTM D 7168 AND ULC-290. SHINGLES SHALL BE WARRANTED FOR A MINIMUM OF 25 YEARS BY THE MANUFACTURER.

NAILING SCHEDULE

CONNECTION	NAILING
1. Joist to sill or girder, lateral brace	3-6d
2. Joist to sill or girder, end brace	3-6d
3. 1" x 6" (120 mm) x 120 mm) joist to each post, face and end	3-6d
4. 2" x 6" (120 mm) x 120 mm) joist to each post, face and end	3-6d
5. 2" x 6" (120 mm) joist to post or blocking, typical face and end	3-16d
6. 2" x 6" (120 mm) joist to post or blocking, typical face and end	3-16d
7. 2" x 6" (120 mm) joist to post or blocking, typical face and end	3-16d
8. Double studs, face and end	4-8d, lateral or 2-16d, end
9. Double studs, face and end	4-8d, lateral or 2-16d, end
10. Double studs, face and end	4-8d, lateral or 2-16d, end
11. Double studs, face and end	4-8d, lateral or 2-16d, end
12. Double studs, face and end	4-8d, lateral or 2-16d, end
13. Top plate, face and end	6d at 6" (152 mm) o.c.
14. Continuous header, two pieces	6d at 6" (152 mm) o.c.
15. Ceiling joist to plate, lateral brace	16d at 18" (457 mm) o.c. along each edge
16. Ceiling joist to plate, lateral brace	16d at 18" (457 mm) o.c.
17. Ceiling joist to plate, lateral brace	16d at 18" (457 mm) o.c.
18. Ceiling joist to plate, lateral brace	16d at 18" (457 mm) o.c.
19. Ceiling joist to plate, lateral brace	16d at 18" (457 mm) o.c.
20. 1" x 6" (120 mm) joist to each end and plate, face and end	3-6d
21. 1" x 6" (120 mm) joist to each end and plate, face and end	3-6d
22. 2" x 6" (120 mm) joist to each end and plate, face and end	3-6d
23. 2" x 6" (120 mm) joist to each end and plate, face and end	3-6d
24. 2" x 6" (120 mm) joist to each end and plate, face and end	3-6d
25. 2" x 6" (120 mm) joist to each end and plate, face and end	3-6d
26. Wood structure joist and partitioning	3-6d
27. 1" x 6" (120 mm) joist to each end and plate, face and end	3-6d
28. 1" x 6" (120 mm) joist to each end and plate, face and end	3-6d
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96. 1" x 6" (120 mm) joist to each end and plate, face and end	3-6d
97. 1" x 6" (120 mm) joist to each end and plate, face and end	3-6d
98. 1" x 6" (120 mm) joist to each end and plate, face and end	3-6d
99. 1" x 6" (120 mm) joist to each end and plate, face and end	3-6d
100. 1" x 6" (120 mm) joist to each end and plate, face and end	3-6d

MAIL SIZES

Penny Wt.	Length, in	Box Nail Diameter, in.	Common Nail Diameter, in.
8d	2 1/2"	0.113	0.131
10d	3	0.128	0.148
16d	3 1/2"	0.135	0.162

TOWN & COUNTRY SUPPLY ASSN.
LOCKWOOD, MT

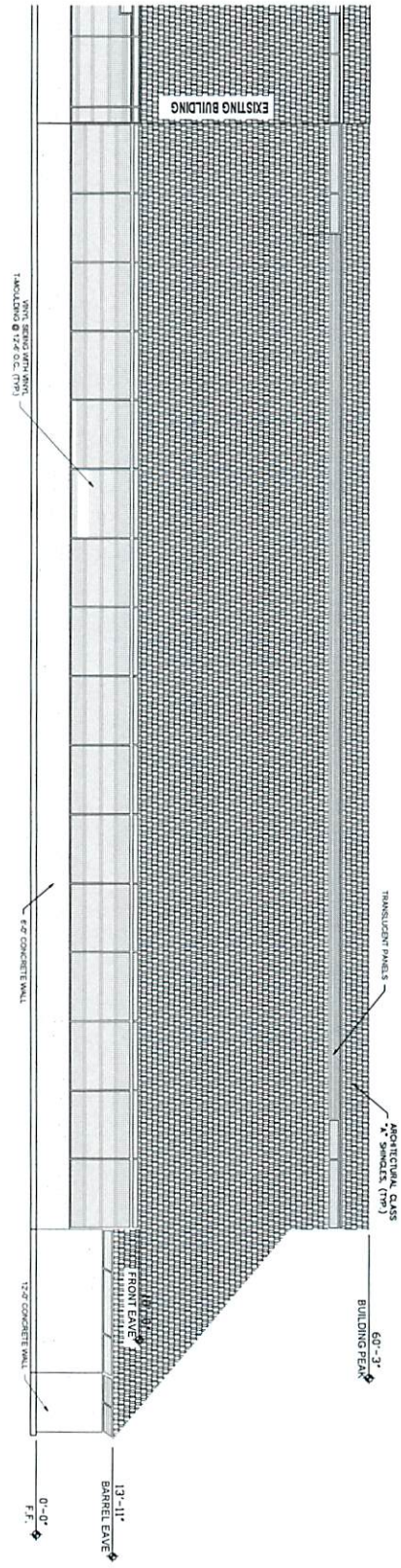
stueve
construction LLC.
The Next Generation in Dry Fertilizer Storage
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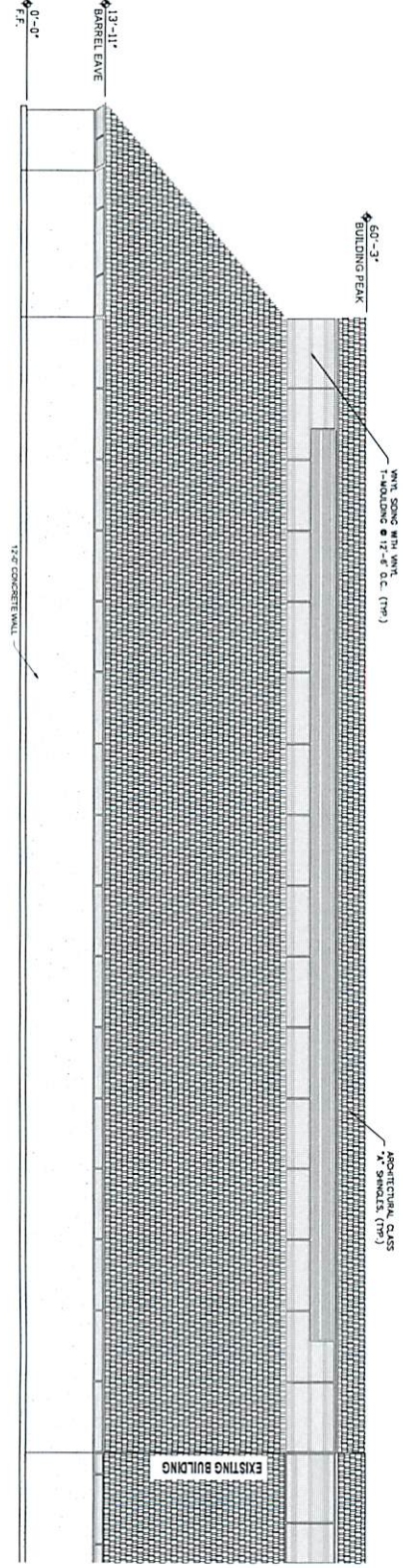
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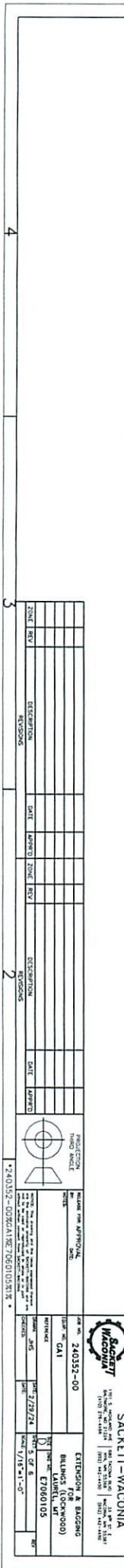
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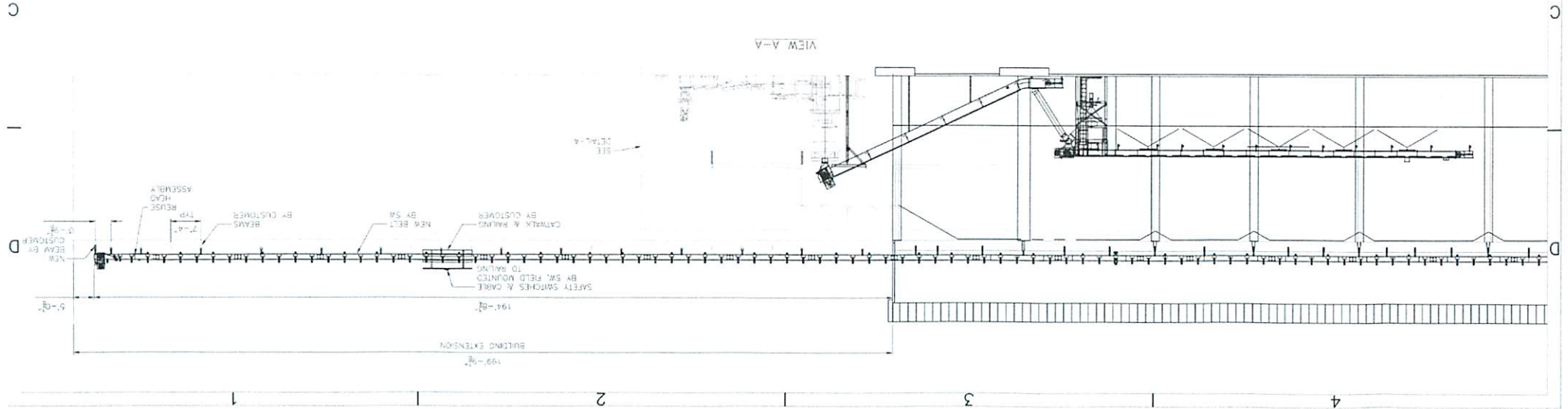
SACKETT - WACONIA

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SACKETT-WACONIA

(762) 444-4444 SACKETT WACONIA	(503) 444-4444 WACONIA SACKETT	(408) 444-4444 SACKETT WACONIA
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2 STATEMENT OF WORK

Kahler Automation will provide standard system and services deliverables: Hardware, configuration, project management, system documentation, engineering labor, and commissioning services as described.

2.1 Requirements

The following are the basis for this Statement of Work:

- Product Flow Diagram (PFD): na
- Other Documents: NA

2.2 Capabilities

Kahler Automation will provide the following core capabilities. We may use equivalent items as supply chain and best design practices require.

- Adding a second bagging hopper
 - Putting in a 2 way under existing conveyor before it goes into existing bagging hopper which will be removed along with the high level switch so will just have a spout going to the floor in one direction and the other direction will take it to a new drag conveyor to take it to new bagging hopper with a high level limit. Add to existing PLC panel, update drawings, change PLC code and HMI. No motor starters or MCC buckets included in this proposal and no amps shown on HMI of new conveyor. 1 trip to site with 4 hours of testing and training. This will be setup to pick a destination in Plant supervisor to automatically turn on the correct conveyors, turn the 2 way and if high level is hit will shut down equipment.
- Exclusions
 - Installation and wiring
 - No motor starts or MCC buckets
 - No amps shown on HMI

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 25- 58

Resolution of Intent to Approve Tax Benefits for Town and Country Supply Association (Town and Country), as New or Expanding Industry as Defined in MCA §15-24-1401 and §15-24-1402

WHEREAS, on February 28, 2025, Town and Country, submitted to the Board of County Commissioners, Yellowstone County, Montana, for its approval an application for the tax benefits described in MCA §15-24-1401 and 15-24-1402.

WHEREAS, the Board of County Commissioners, Yellowstone County, Montana, has determined Town and Country, has qualified for a new or expanding industry as defined in MCA §15-24-1401 and 15-24-1402, and is eligible for the tax benefits described in MCA §15-24-1401 and 15-24-1402.

WHEREAS, the new or expanding industry improvements total \$6,400,000 and comply with the requirement that an investment of over \$50,000 has been made in improvements contemplated for a new or expanding industry.

WHEREAS, the Board of County Commissioners desires to hold a public hearing on the consideration of granting the tax incentive benefits specified in this Resolution of Intent after first publishing notice of the public hearing as specified in, MCA §76-15-103.

NOW THEREFORE BE IT RESOLVED, On May 6, 2025, the Board will hold a public hearing on the approval of the abatement. The Board orders the Yellowstone County Clerk and Recorder to provide notice of the hearing, make copies of the application and tax abatement projections available to the public, receive written comments on the abatement and provide the comments to the Board before the hearing.

AND BE IT FURTHER RESOLVED, that following the public hearing, the Yellowstone County Commission shall decide whether to grant the tax incentive as requested. Pursuant to MCA § 15-24-1402, the Board shall select one of two tax incentive schedules, should the Board decide to grant the tax incentive. Should the tax incentive be granted, the tax incentive shall be effective as to one of the following schedules as provided for in MCA § 15-24-1402 regarding the qualified improvements:

Taxed at 50% of improvement's taxable value

Years 1-5 – 50% taxable value (50% savings)
Year 6 – 60% taxable value (40% savings)
Year 7 – 70% taxable value (30% savings)
Year 8 – 80% taxable value (20% savings)
Year 9 – 90% taxable value (10% savings)

Taxed at 25% of improvement's taxable value

Years 1-5 – 25% taxable value (75% savings)
Year 6 – 40% taxable value (60% savings)
Year 7 – 55% taxable value (45% savings)
Year 8 – 70% taxable value (30% savings)
Year 9 – 85% taxable value (15% savings)
Year 10 – 100% taxable value (0% savings)

Passed and Adopted on the 22nd day of April 2025.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chair

Michael J. Waters, Member

ATTEST:

John Ostlund, Member

Jeff Martin, Clerk and Recorder

Attachments
Application

B.O.C.C. Regular

Meeting Date: 04/22/2025

Title: Board Openings

Submitted By: Erika Guy

TOPIC:

Board Openings - Updated List

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Post

Attachments

Board Openings

YELLOWSTONE COUNTY BOARD OPENINGS

April 22, 2025

AREA II AGENCY ON AGING	1 year	1 partial to 6/30/25
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BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE	3 year	2 full to 12/31/27
---	--------	--------------------

- ✚ NOTE: Eligible applicants for the above board must live outside the incorporated limits of the City of Billings.

LOCKWOOD URBAN TRANSPORTATION DISTRICT	4 year	2 full to 5/2/28
--	--------	------------------

- ✚ NOTE: To be eligible for the above special district boards, applicants must live OR own property within the boundaries of the district.

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED
UNTIL 5:00PM ON THURSDAY, May 22, 2025

April 8, 2025

CITY/COUNTY PLANNING: DIST 3	2 year	1 full to 12/31/26
CITY/COUNTY PLANNING: DIST 4	2 year	1 full to 12/31/26

- ✚ NOTE: To be eligible for the above special district boards, applicants must live AND own property within the boundaries of the district. To find which planning district you live in, please contact the City/County Planning Division at 247-8676.

LAUREL URBAN FIRE SERVICE AREA	3 year	1 full to 6/30/28
BROADVIEW CEMETERY	3 year	1 partial to 6/30/26
FUEGO FIRE SERVICE AREA	3 year	1 partial to 12/31/25
BLUE CREEK FIRE SERVICE AREA	3 year	2 full to 5/8/27
LAUREL CITY/COUNTY PLANNING	2 year	1 full to 6/30/26
WORDEN FIRE DISTRICT #4	3 year	2 full to 5/1/28
LAUREL FIRE DISTRICT #5	3 year	2 full to 5/1/28
BROADVIEW FIRE DISTRICT #3	3 year	1 full to 5/1/28
LAUREL FIRE DISTRICT #7	3 year	2 full to 5/1/28

- ✚ NOTE: To be eligible for the above special district boards, applicants must live OR own property within the boundaries of the district.

HISTORIC PRESERVATION BOARD	2 year	1 full to 12/31/25
-----------------------------	--------	--------------------

- ✚ NOTE: Eligible applicants for the above board must have professional expertise in history, planning, archaeology, architecture, or historic preservation-related disciplines.

BOARD OF ADJUSTMENT	2 year	1 full to 12/31/26
---------------------	--------	--------------------

- ✚ NOTE: Eligible applicants for the above board must live outside the city limits of Billings but within 4-1/2 mile zoning boundary.

LOCKWOOD PEDESTRIAN SAFETY DISTRICT ADV.	3 year	2 partial to 12/31/26 2 full to 12/31/27 1 partial to 12/31/25
--	--------	--

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED
UNTIL 5:00PM ON THURSDAY, May 8, 2025

B.O.C.C. Regular

2. a.

Meeting Date: 04/22/2025

Title: Alcohol Earmark Funds

Submitted For: Jennifer Jones, Finance Director

Submitted By: Juli Bjornebo

TOPIC:

Alcohol Earmark Funds

BACKGROUND:

NA

RECOMMENDED ACTION:

Approve or Deny

Attachments

Alcohol Earmark Funds

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	34%	X	X			
Alternatives Inc.	33%		X			
Billings Addiction Counseling LLC						
Billings Urban Indian Health & Wellness Center						
New Day Ranch						
Rimrock Foundation	33%		X	X	X	X
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. Regular

2. b.

Meeting Date: 04/22/2025

Title: Disposition of Assets Miscellaneous Equipment

Submitted For: Jennifer Jones, Finance Director Submitted By: Juli Bjornebo

TOPIC:

Disposition of Assets Miscellaneous Equipment

BACKGROUND:

The Finance Department is requesting Commissioners approval to dispose of/recycle miscellaneous equipment consisting of outdated computers, monitors, copiers, scanners, various other electronic equipment and end of life equipment from various departments that are beyond economical repair. Most equipment is recycled rather than hauled to the landfill. The I.T. Department inspects and removes hard drives and wipes any memory from computers and copiers.

RECOMMENDED ACTION:

Approve the request and return a copy to Finance

Attachments

Disposition of Assets

Asset #	Description	Serial Number
36832	Office Chair	n/a
41133	Lenovo Thinkpad T580	R9-0SPF6G
37882	Acer LCD Monitor	ETLC30801190102B424210
38473	Acer V223W	SN ETLC308137027079574248
41867	Dell OptiPlex 3050	H5KVM83
41892	Dell OptiPlex 3050	CGDDN83
40408	US Micro NUC	8078958
39092	ScanSnap PFU Limited	A04B002145
41389	Zotac Zbox	G162100002673
40507	US Micro NUC	8080385
	Honorable Workstation	
	Honorable Workstation 10676	
33945	Hewlett Packard J2591A	SG71223143
34774	Hewlett Packard J3263A	SG90531899
	Panasonic Toughbook CF-54D3-00VM	6JTSA93341
41143	Dell OptiPlex 7060 Micro Form Factor	CMFS9T2
41144	Dell OptiPlex 7060 Micro Form Factor	CMFT9T2
41145	Dell OptiPlex 7060 Micro Form Factor	CMFV9T2
40517	Lenovo Thinkpad P50s 20FL	R90MCBP4
41193	DELL PREVISION 3530	FL8MWT2
41194	DELL PREVISION 3530	HF8MWT2
41195	DELL PREVISION 3530	70GMWT2
41568	DELL PREVISION 3541	HT0V3Z2
38718	DUPLO EX-2000 TAX STATEMENT FOLDER & SEALER	
38746	HP LASERJET P4015tn	CNDYB34305
41620	Panasonic Toughbook CF33 ME 05VM (Mark 1)	9LTTC21375
40500	Dell Precision 3510	JJ2FQF2
40801	Dell Precision 3520	GY3S0N2
39939	Dell Latitude E5540	70QCD12
41041	ViewSonic VS14768	UBW160200936
41605	Panasonic Toughbook CF33 ME 05VM (Mark 1)	9LTTC21339
41200	Dell OptiPlex 7060 Small Form Factor	B8LXZV2
41009	US Micro NUC	G6RY6280073B/8079997
40745	US Micro NUC	G6RY734002A6/8081616
41209	Dell OptiPlex 7060 Small Form Factor	7SVZZV2
41577	Dell OptiPlex 3070 Micro Form Factor	JCDR513
40670	Dell Precision 3510	JGY64H2
10381	5-TACTICAL VESTS-\$715.17 EA	
11105	PUISSANT 30-WATT UV LIGHT	
11898	10301 Light Bar	
11899	LIGHTBAR	
11917	CANON A3000IS CAMERA	
11919	LIGHTBAR	

Asset #	Description	Serial Number
11920	SIREN	
11926	LIGHTBAR - JAG GRANT	
11951	11136 Siren - Light	
11962	LIGHTBAR - JAG GRANT	
11962	SIREN/ PA	
12029	IBM DS3512 UPGRADE (ARBITRATOR STORAGE)	
12032	IBM SYSTEM STORAGE EXP3512 EXPRESS EXPANSION UNIT	
12501	Light Bars	
12502	Light Bars	
12503	Light Bars	
15165	600GB HARDDRIVES 6 @ 3346.57	
15166	VSPHERE 4 ADV FOR 1 PROCESSOR SERVER LICENSE	
26624	ENTRY TWO SPECTRA SHIELD W/STAND	
31415	AT 37 TARGET FRAME	
31416	AT 37 TARGET FRAME	

B.O.C.C. Regular

2. c.

Meeting Date: 04/22/2025

Title: YSC South Central Region Juvenile Detention Grant - FY2026 Application

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Application for the FY2026 YSC South Central Region Juvenile Detention Grant

BACKGROUND:

N/A

RECOMMENDED ACTION:

Approve

Attachments

YSC South Central Region Juvenile Detention Grant - FY2026 Application



Yellowstone County Youth Services Center

Prepared by Yellowstone county Youth services Center
for Montana Board of Crime Control FY2026 Regional Juvenile Detention Grant

Submitted by Sam Bofto

Submitted on 04/16/2025 8:28 AM Mountain Standard Time



Opportunity Details

Opportunity Information

Title

FY2026 Regional Juvenile Detention Grant

Description

Counties that establish regions by using the provisions of the inter-local Cooperation Act, Title 7, Chapter 11, Part 1, MCA may apply to the Montana Board of Crime Control (MBCC) for funding of detention services. \$600,873.00 will be available during the project period, depending upon availability of state funds. Because state funds are not always available immediately following the award date, applicants should prepare for this contingency.

The regional breakdown for funding is approximately:

Western Region - \$179,781
Southwest Region - \$107,256
South Central Region - \$137,239
North Central Region - \$130,209
Eastern Region - \$46,388

To receive funds, the service must be part of the original Regional Plan with an assigned budget or amended into the plan prior to being reimbursed. The plans can be amended by approval of the Regional Detention Board and approval by MBCC. The regional authorities will be responsible for screening county costs that are not part of the most recently approved plan.

Awarding Agency Name

Montana Board of Crime Control

Agency Contact Phone

406-444-3604

Agency Contact Email

mbcc@mt.gov

Manager

Jeremy Shields

Public Link

<https://mt.amplifund.com/Public/Opportunities/Details/7bf3ec86-4f03-488d-ad34-bf3a09693d3d>

Award Information

Award Period

07/01/2025 - 06/30/2026

Award Type

Non Competitive

Indirect Costs Allowed

No

Matching Requirement

Yes

Submission Information

Submission Window

03/19/2025 12:00 PM - 04/30/2025 12:00 PM

Additional Information

Additional Information URL



Yellowstone County Youth Services Center
Yellowstone county Youth services Center

<http://mbcc.mt.gov/AmpliFund>



Project Information

Application Information

Application Name

Yellowstone County Youth Services Center

Award Requested

\$137,239.00

Cash Match Requirement

\$0.00

Cash Match Contributions

\$124,739.00

Total Award Budget

\$261,978.00

Primary Contact Information

Name

Sam Bofto

Email Address

sbofto@yellowstonecountymt.gov

Address

410 South 26th Street
Billings, MT 59101

Phone Number

406-256-6825



Project Description

Program Information

Overview

Counties that establish regions by using the provisions of the inter-local Cooperation Act, Title 7, Chapter 11, Part 1, MCA may apply to the Montana Board of Crime Control (MBCC) for funding of detention services. \$600,873.00 will be available during the project period, depending upon availability of state funds. Because state funds are not always available immediately following the award date, applicants should prepare for this contingency.

The regional breakdown for funding is approximately as shown in the table below:

Region	Population Ages 10-17	Percent	State Allocation	Regional Allocation
Western Region	31,394	29.92%	\$600,873	\$179,781
Southwest Region	18,727	17.85%	\$600,873	\$107,256
South Central Region	23,973	22.84%	\$600,873	\$137,239
North Central Region	22,741	21.67%	\$600,873	\$130,209
Eastern Region	8,103	7.72%	\$600,873	\$46,388
Totals	104,938	100.00%		\$600,873

To receive funds, the service must be part of the original Regional Plan with an assigned budget or amended into the plan prior to being reimbursed. The plans can be amended by approval of the Regional Detention Board and approval by MBCC. The regional authorities will be responsible for screening county costs that are not part of the most recently approved plan.

Project Period

Applications and all components must be submitted based upon a 12-month project period.

The project period begins July 1, 2025 and concludes June 30, 2026. Funds may not be expended or obligated prior to July 1, 2025.

Cash Match

Matching contributions cannot come from federal or state funds. All funds designated as match are restricted to the same uses as the state funds and must be expended within the grant project period. Cash match are funds from a source other than grant funds that are requested for the applicant's project. An allowable cash match must include costs which are allowable with state funds.

Required cash match percentages in the project vary based on the type of service:

- Secure Detention - 50% match
- Secure Detention Transportation - 50% match
- Non-Secure Detention - 25% match
- Electronic Monitoring - 25% match

Grant Funds Distribution

All grant funds are provided to subgrantees on a reimbursement basis, with proof of expenses incurred.

Limitations and Fund Use



For Montana-specific regulations, refer to the [Montana Operations Manual](#).

Applicant's Acknowledgment

Program Information Provided to Applicant

- ☒ Yes, I have read the above information.



Application Instructions

Deadline

Applications must be submitted online, on or before April 30, 2025 at 12:00 p.m. noon. Applications will be submitted in AmpliFund. To mitigate any potential submission difficulties, MBCC strongly urges application submission 72 hours prior to the deadline.

Late applications will not be processed or awarded.

Schedule of Events

Submission Open Date	March 19, 2025 12:00 p.m.
Application Submission Deadline	April 30, 2025 12:00 p.m. noon
Staff Review	April 30, 2025 (ongoing)
Youth Justice Council Review	June 4, 2025 (tentative)
Board of Crime Control Approval	June 5, 2025 (tentative)
Project Start Date	July 1, 2025
Project End Date	June 30, 2026

Crime Statistics

Applicants are encouraged to utilize data to demonstrate the need to fund services in their area. Statistics on crimes reported to law enforcement in Montana are available from the Montana Board of Crime Control's (MBCC) Statistical Analysis Center (SAC) as well as the Federal Bureau of Investigation. Links to websites with publicly available crime statistics are below:

- [MBCC Statistical Analysis Center](#)
- [Federal Bureau of Investigation](#)

Proposals should focus on data directly related to the purpose of the grant program. Interactive data dashboards on the [Montana Crime Data webpage](#) provide crime statistics specific to most grant programs administered by the MBCC. These interactive dashboards provide statistics on crimes of violence, sexual assault, domestic violence, drug offenses, and rates of reported offenses by population size. Applicants should analyze and include all crime statistics that are relevant to their project and proposal.

Applicants in need of additional data or technical assistance with the data dashboards on the Montana Crime Data webpage may [submit a request to the SAC](#). Applicants should be aware the SAC may need up to 5 business days to process data requests and factor that into application deadlines.

Receipt Verification

All applications submitted by the submission close date will receive an email acknowledgment. Late applications will not be processed or awarded.

FOIA Disclosure

Do not submit information or documents other than those specified in this solicitation. Any materials submitted as part of an application may be released pursuant to a request under the Freedom of Information Act.

Applicant's Acknowledgment



Application Instructions Provided to Applicant

- ☒ Yes, I have read the above information.



Budget Instructions

Budget Narrative and Proposed Budget

Note: You will use the Proposed Budget to identify line-item resource requirements for the proposed project. For each budget line item in the Proposed Budget, provide a short narrative to identify that resource's use within the project. When completing the Budget Narrative, consider the line-item narratives entered in the Proposed Budget to assist in explaining and justifying budget items requested for each category.

Non-Supplanting Requirements

Funds must be used to supplement existing funds for program activities and cannot replace, or supplant, nonfederal funds that have been appropriated for the same purpose.

In other words, if the grant did not exist, would an employee, service, equipment, etc. being requested for reimbursement with grant funds be paid otherwise through the agency or provider if the grant funds didn't exist. If that answer is yes, grant funds may not be used to pay these things as that would be supplanting.

Cash Match

The budget must include the required match as a percentage of each service type. Specifics of the match must be clearly identified in both the Proposed Budget and Budget Narrative. Identify the source of the match and the anticipated expenses that will be obligated by the match in the budget narrative.

To receive MBCC matching funds, the service must be part of the original Regional Plan with an assigned budget or amended into the plan prior to being reimbursed. The plans can be amended by approval of the Regional Detention Board and approval by MBCC. The regional authorities will be responsible for screening county costs that are not part of the most recently approved plan.

Regional Budget

The Proposed Budget in the application is the summation of all the participating individual county service provider budgets. The participating counties need to prepare their budgets and narratives first and submit them to the regional authority. The regional authority will enter the regional Proposed Budget in the application.

Each county that is going to submit for reimbursement of costs must complete a county service provider budget and narrative to be eligible. For example: If a county does not submit a service provider budget as part of the Regional Plan and transports juveniles to a secure detention facility in another county, they will be billed for only 50% of the costs for detaining juveniles from their county in the facility, but they will not be reimbursed for transportation costs or any other costs.

Labeling Budget Line Items

In the regional Proposed Budget, line items are created in categories which correspond to the service types:

- Secure Detention
- Secure Detention Transportation
- Non-Secure Detention
- Electronic Monitoring

Within each category, line items should be labeled to indicate the sub-category and county name. Possible sub-categories are:

- Personnel
- Fringe Benefits



- Travel
- Equipment
- Supplies
- Contracted Services
- Other

To be correct, each line item in the Proposed Budget should be labeled using the format "Sub-Category - County".
For example, "Personnel - Carbon County".

Applicant's Acknowledgment

Budget Instructions Provided to Applicant

- ☒ Yes, I have read the above information.



Application Processing and Award

Grantee Responsibilities Post-Award

All subgrantees must submit an online financial report within 15 days following the end of each reporting period.

Quarterly reporting periods are as follows:

Reporting Period	Report Due Date
Quarter 1: July 1 – September 30	October 15
Quarter 2: October 1 – December 31	January 15
Quarter 3: January 1 – March 31	April 15
Quarter 4: April 1 – June 30	July 15

All Final Financial reports are due within 45 days of the project end date.

Grantee acknowledges that failure to provide all types of reporting as required will cause grant funding to be delayed or rescinded.

Applicant's Acknowledgment

Application Processing and Award Information Provided to Applicant

- ☒ Yes, I have read the above information.



Response - 1. Project Information

Project Dates

Project Start Date

7/1/2025

Project End Date

6/30/2026

Primary Grant Activities Point of Contact

This individual does not have any authority pertaining to the grant and is simply the main point of contact for day-to-day communication. Signatures and official decision-making must come from the Official Budget Representative, Project Director, and Financial Officer.

Name

Jennifer Jones

Phone

406-256-2816

Email

jjones@yellowstonecountymt.gov



Response - 2. Project Personnel

Project Personnel

Required if funding for personnel requested.

Provide details for each position in the requested budget, whether paid by MBCC or used as match.

For Position Name, provide the person's real name, like "Jane Smith". Or use a title, like "Victim Advocate 1". Use the same name for Position Name that is used for the line item in the Proposed Budget.

Position Classification definitions are:

- **Exempt:** An individual who is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) because he or she is classified as an executive, professional, administrative or outside sales employee, and meets the specific criteria for the exemption. Certain computer professionals may also be exempt. With some limited exceptions, exempt employees must be paid on a salary basis.
- **Nonexempt:** An individual who is not exempt from the overtime provisions of the FLSA and is therefore entitled to overtime pay for all hours worked beyond 40 in a workweek (as well as any state overtime provisions). Nonexempt employees may be paid on a salary, hourly or other basis.

For Position Description, upload a file that clearly outlines the roles and responsibilities of the position and how the position is specifically part of the organization applying for MBCC resources.

Organizational Chart

Organizational chart for the personnel included in the requested budget, whether paid by MBCC or used as match.

Organizational Chart

YSC Org Chart.pptx

Position 1

Position 1 - Name

Juvenile Care Worker

Position 1 - Classification

- ☐ Exempt
☒ Nonexempt

Position 1 - Description

Juvenile Care Worker -5115.docx

Position 2

Position 2 - Name

Position 2 - Classification

- ☐ Exempt
☐ Nonexempt

Position 2 - Description

Position 3

Position 3 - Name

Position 3 - Classification

- ☐ Exempt
☐ Nonexempt



Position 3 - Description

Position 4

Position 4 - Name

Position 4 - Classification

- ☐ Exempt
- ☐ Nonexempt

Position 4 - Description

Position 5

Position 5 - Name

Position 5 - Classification

- ☐ Exempt
- ☐ Nonexempt

Position 5 - Description

Position 6

Position 6 - Name

Position 6 - Classification

- ☐ Exempt
- ☐ Nonexempt

Position 6 - Description

Position 7

Position 7 - Name

Position 7 - Classification

- ☐ Exempt
- ☐ Nonexempt

Position 7 - Description

Position 8

Position 8 - Name

Position 8 - Classification

- ☐ Exempt
- ☐ Nonexempt

Position 8 - Description

Position 9

Position 9 - Name

Position 9 - Classification

- ☐ Exempt
- ☐ Nonexempt

Position 9 - Description

Position 10



Position 10 - Name

Position 10 - Classification

- ☐ Exempt
- ☐ Nonexempt

Position 10 - Description

Position 11

Position 11 - Name

Position 11 - Classification

- ☐ Exempt
- ☐ Nonexempt

Position 11 - Description

Position 12

Position 12 - Name

Position 12 - Classification

- ☐ Exempt
- ☐ Nonexempt

Position 12 - Description

Position 13

Position 13 - Name

Position 13 - Classification

- ☐ Exempt
- ☐ Nonexempt

Position 13 - Description

Position 14

Position 14 - Name

Position 14 - Classification

- ☐ Exempt
- ☐ Nonexempt

Position 14 - Description

Position 15

Position 15 - Name

Position 15 - Classification

- ☐ Exempt
- ☐ Nonexempt

Position 15 - Description



Response - 3. Budget Narrative

The Budget Narrative must:

- Explain and justify all budget items based on project activities.
- For each category, all requested information must be included in the category narrative and in the Proposed Budget.
- Show detailed cost calculations to demonstrate how the applicant arrived at the total amount requested.
- Ensure all costs are allowable to the program.
- Include accurate financial resource disclosure.

Match Calculation

Formula:				
Step 1	Total Project Cost	x	% of Recipient's Share	= Required Match (recipient's share)
Step 2	Total Project Cost	-	Required Match	= Federal Share (MBCC share)
Example:				
Step 1	\$62,500 Total Project Cost	x	25% Recipient's Share	= \$15,625 Required Match (recipient's share)
Step 2	\$62,500 Total Project Cost	-	\$15,625 Required Match	= \$46,875 Federal Share (MBCC share)

Use the [MBCC Match Calculator](#) to verify your calculations.

Sub-Category Guidelines

Use the following guidelines for sub-category line items.

Sub-Category Guidelines - Personnel

- List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project.
- Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.
- Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals.
- Show funding sources for FTE even if only partial funding support from MBCC is requested.

Personnel Calculation Example

Personnel/Salary: Position Title (i.e. Administrative Assistant) – Taylor Smith

1 FTE @ \$15.38/hr. = \$31,990.40

MBCC funding = .5 FTE (1040 hrs.) @ \$15.38/hr. = \$15,995.20

Other funding source (County surcharge fees) = .25 FTE (520 hrs.) @ \$15.38/hr. = \$7,997.60

Other funding source (Federal grant) = .25 FTE (520 hrs.) @ \$15.38/hr. = \$7,997.60

Grand Total = \$31,990.40

Sub-Category Guidelines - Fringe Benefits

- [2 CFR 200.431](#) - Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.
- Fringe benefits should be based on actual known costs to include health insurance and retirement if offered by the applicant agency.
- List all of the fringe benefits individually in accordance with state and federal guidelines for fringe benefit



calculations.

- Fringe benefits are for the personnel listed in the Personnel budget category and only for the percentage of time devoted to the project.

Fringe Calculation Example

The Montana Department of Labor & Industry announces that the Unemployment Insurance (UI) Taxable Wage Base for 2020 will be \$34,100. The SUTA rate used in this example is for illustration purposes only.

Fringe Benefits: Position Title (i.e. Administrative Assistant) – Taylor Smith

Benefits are based on current payroll costs for a full-time position.

FICA (Social Security & Medicare)	\$31,990.40 x 7.65%	\$2,447
Worker's Compensation	\$31,990.40 x .8%	\$256
FUTA – on first \$7,000/yr.	\$7,000 x .6%	\$42
SUTA – on first \$34,100/yr.	\$31,990.40 x .5%	\$160
Retirement	\$31,990.40 x 8.17%	\$2,614
Health Insurance	\$31,990.40 x 7.7%	\$2,463
Total Fringe Benefits		\$7,982

MBCC funding = \$7,982 x .5 = \$3,991.00

Other funding source (County surcharge fees) = \$7,982 x .25 = \$1,995.50

Other funding source (Federal grant) = \$7,982 x .25 = \$1,995.50

Sub-Category Guidelines - Travel

- Itemize travel expenses of staff personnel (e.g. staff to training, field interviews, advisory group meeting, etc.).
- Describe the purpose of each travel expenditure in reference to the project objectives.
- Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X meals).
- In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved.
- Identify the location of travel, if known; or if unknown, indicate "location to be determined."
- Indicate whether applicant's formal written travel policy or the Federal Travel Regulations are followed.
- All travel expenses are reimbursed at the Montana State travel reimbursement rates.
- Note: Travel expenses for consultants should be included in the "Contracted Services" data fields under that budget category.
- When budgeting for travel and per diem refer to [GSA Per-Diem Rates](#) for lodging rates (in-state and out-of-state) and the [Montana Operations Manual](#) for current per diem rates.
- Grant awardees must request prior approval for out of state travel from MBCC on the designated prior approval travel form located on the MBCC website. This out of state travel approval must be completed prior to any out of state travel even if the awarded applicant's post award budget has this travel item included.

Sub-Category Guidelines - Equipment

- List non-expendable items that are to be purchased.
- Equipment is defined as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$10,000. Expendable items should be included in the "Supplies" category.
- Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances.
- Rented or leased equipment costs should be listed in the Consultants/Contracts category.
- Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used.

Sub-Category Guidelines - Supplies



- List items by type (office supplies, postage, training materials, copy paper, and expendable equipment items costing less than \$10,000, such as books, handheld tape recorders) and show the basis for computation.
- Generally, supplies include any materials that are expendable or consumed during the course of the project.
- The supplies are for the services provided with these grant funds, not the agency's entire supplies unless it is the only services offered with the grant.

Sub-Category Guidelines - Contracted Services

Contracted Services generally include those services that are benefiting an applicant's clients. For example: A contract with a licensed therapist.

Procurement Contracts (see "Contract" definition at 2 CFR 200.22):

- Provide a description of the product or service to be procured by contract and an estimate of the cost.
- Indicate whether the applicant's formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at \$250,000).

Consultant Fees:

- For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.
- Consultant fees in excess of the DOJ grant-making component's maximum rate for an 8-hour day (currently \$650) require additional justification and prior approval from the respective DOJ grant-making component.

Sub-Category Guidelines - Other

- List items (e.g., rent, telephone, janitorial or security services, and investigative or confidential funds) by type and the basis of the computation.
- For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.
- These charges should be prorated based on the percentage of use or clients served with this grant.

Secure Detention

Regional Detention Centers and short-term Detention Centers must list their actual operating costs by the appropriate line items, i.e., personnel, contracted services, travel and per diem, equipment, and operating expense. The travel and per diem line item under this section is for travel expenses associated with the operation of the Secure Detention Facility such as staff attending training. It is not for costs that are associated with the transportation of juveniles to and from secure detention facilities. All costs associated with the transportation of youth to and from secure facilities must be budgeted under Secure Detention Transportation.

Typical costs listed in this section:

- Costs of detention facility (except transportation personnel)
- Maintenance costs for youth (e.g., meals)
- Training for staff
- Operating costs for facility (e.g., supplies, utilities)
- Maintenance and repair of facility (e.g., repair damage)
- Equipment directly related to providing service to juveniles
- Staff travel at state rates

Costs not allowed:

- Construction or remodeling
- Equipment not directly related to juvenile services
- Clinical costs of evaluating any youth
- Costs of medical services for youth detention



- Salary/wages of on-duty law enforcement
- Salary/wages of on-duty probation officers
- Shelter care

Indicate which budget sub-categories apply to this service type:

- ☒ Personnel
- ☐ Fringe Benefits
- ☐ Travel
- ☐ Equipment
- ☐ Supplies
- ☐ Contracted Services
- ☐ Other

Secure Detention

The budget request includes salary costs for 2.32 FTE direct care staff. The annual salary for these positions is a minimum of \$51,147. This request of \$118,489 constitutes a small portion of the total operating budget for the facility.

Secure Detention Transportation

All participating counties must list their costs associated with the transportation of pre-adjudicated juveniles to and from Secure Detention Facilities. If the regional facility has a full-time transportation service, those costs should be listed here. If personnel work part time in transportation and part time elsewhere, give your best estimate of what should be allocated to transportation.

Typical costs listed in this section:

- Salary/wages of detention facility transportation officer or portion of FTE
- Wages for attendant care in cases requiring attendant care person accompanying in-transport officer (due to sex of offender or risk of escape or danger).
- Cost of detention transport vehicle, purchase/lease.
- Maintenance of detention transport vehicle.
- Mileage for counties transporting youth to secure detention at state rate.
- Lodging and per diem to transport officer and youth at state rates
- Air travel to transport youth will be at the justification/discretion of the district chief probation officer.

Costs not allowed:

- Salary/wages of law enforcement or probation officers while transporting youth.
- Travel costs in excess of state rates.
- Vehicles not specifically used for transporting youth.
- Equipment not directly related to providing service to juveniles.

Indicate which budget sub-categories apply to this service type:

- ☐ Personnel
- ☐ Fringe Benefits
- ☐ Travel
- ☐ Equipment
- ☐ Supplies
- ☐ Contracted Services
- ☐ Other

Secure Detention Transportation

Non-Secure Detention

Attendant Care Holdovers or Home Detention services must list their projected operating costs by the appropriate line items: personnel, contracted services, travel and per diem, equipment and operating expenses. Electronic monitoring costs are to be listed in Electronic Monitoring.



The travel and per diem line item under this section is for travel expenses other than those associated with the transportation of juveniles to and from detention facilities such as travel for staff to attend training. There are no reimbursable costs for transportation of juveniles between non-secure programs. All costs associated with the transportation of youth to and from secure facilities must be budgeted under Secure Detention Transportation).

Typical costs listed in this section:

- Cost of attendant care staff
- Maintenance costs for youth (e.g., meals)
- Training for staff
- Staff travel at state rates
- Operating costs for holdover (e.g., rent, supplies, utilities)
- Maintenance and repair of holdover (e.g., repair damage)
- Equipment directly related to providing service to juveniles

Costs not allowed:

- Salary/wages of law enforcement or probation officers while on duty
- Construction or remodeling
- Equipment not directly related to providing service to juveniles
- Clinical costs of evaluating any youth
- Costs of any medical services for youth in detention
- Shelter care

Indicate which budget sub-categories apply to this service type:

- ☐ Personnel
- ☐ Fringe Benefits
- ☐ Travel
- ☐ Equipment
- ☐ Supplies
- ☐ Contracted Services
- ☐ Other

Non-Secure Detention

Electronic Monitoring

Counties must list their projected costs for electronic monitoring services for pre-adjudicated youth. Once a youth has been adjudicated, further electronic monitoring costs may not be charged to this program. Typically the only cost listed in this section would be the cost of contracting for the electronic monitoring service.

Indicate which budget sub-categories apply to this service type:

- ☐ Personnel
- ☐ Fringe Benefits
- ☐ Travel
- ☐ Equipment
- ☐ Supplies
- ☒ Contracted Services
- ☐ Other

Electronic Monitoring

Yellowstone County: Yellowstone County averages 460 days per month in electronic monitoring services, at an approximate cost of \$10 per day for pre-adjudicatory monitoring. This results in an annual cost of \$55,200.

Big Horn County: Big Horn County typically maintains 10 youth on electronic monitoring for an average of 5 days resulting in 50 days annually for a cost of \$400.

Carbon County: Carbon County typically maintains ten youth on electronic monitoring for an average of 4 days per youth, resulting in 40 electronic monitoring days annually. At a cost of \$10 per day, the total electronic monitoring request is \$400.

Fergus County: Fergus County typically maintains three youth on electronic monitoring for an average of 15 days per youth, resulting in 40 electronic monitoring days annually. At a cost of \$10 per day, the total electronic monitoring request is \$6,480.



Golden Valley County: Golden Valley County typically maintains two youth on electronic monitoring for an average of 4 days per youth, resulting in 96 electronic monitoring days annually. At a cost of \$15 per day, the total electronic monitoring request is \$1,440.

Meagher County: Meagher County typically maintains two youth on electronic monitoring for an average of 4 days per youth, resulting in 96 electronic monitoring days annually. At a cost of \$10 per day, the total electronic monitoring request is \$960.

Musselshell County: Musselshell County typically maintains five youth on electronic monitoring for an average of 15 days per youth, resulting in 30 electronic monitoring days annually. At a cost of \$15 per day, the total electronic monitoring request is \$900.

Petroleum County: Petroleum County typically maintains five youth on electronic monitoring for an average of 15 days per youth, resulting in 40 electronic monitoring days annually. At a cost of \$10 per day, the total electronic monitoring request is \$400.

Stillwater County: Stillwater County typically maintains 10 youth on electronic monitoring for an average of 4 days per youth, resulting in 40 electronic monitoring days annually. At a cost of \$10 per day, the total electronic monitoring request is \$400.

Sweetgrass County: Sweetgrass County typically maintains two youth on electronic monitoring for an average of 14 days per youth, resulting in 26 electronic monitoring days annually. At a cost of \$5 per day, the total electronic monitoring request is \$130.

Wheatland County: Petroleum County typically maintains ten youth on electronic monitoring for an average of 4 days per youth, resulting in 8 electronic monitoring days annually. At a cost of \$15 per day, the total electronic monitoring request is \$120.

Judith Basin County: Judith Basin County typically uses approximately 32 days annually at a cost of \$15 per day for a total of \$480.



Regional Plan for Juvenile Detention - 1. Regional Detention Practices

Regional Juvenile Detention Mission Statement

Mission Statement

The mission of the Ted Lechner Youth Services Program is to work with youth, families, and the community providing opportunities and skill development for a successful and independent lifestyle. Specifically, the secure detention facility works toward the accomplishment of this mission while providing for community safety.

Regional Detention Criteria

A juvenile considered eligible for non-secure detention is one who:

- **has been arrested for an offense,**
- **is currently under jurisdiction and/or agency custody,**
- **is deemed to need minimal security considerations, and**
- **is considered non-dangerous.**

Non-secure detention is designed for those juveniles who are inappropriate for shelter care environment because:

- **the expected length of supervision is only a few hours or,**
- **the juvenile's behavior and/or physical condition warrants greater structure.**

Regional criteria for detaining a youth in a secure detention

Youth may be held up to 24 hours excluding weekends and holidays prior to a probable cause hearing in a juvenile detention facility based on the following criteria:

1. Court Order: There is an existing youth court order authorizing the detention of the youth
2. Crime Against Persons
3. Any offense wherein the youth poses an imminent and serious threat to others
4. Crimes against property: any serious property crime in which the youth demonstrates disregard for the safety of community property
5. Other violent or potentially violent acts not listed above
6. The youth meets the mental, physical, and cognitive criteria for the detention environment, as determined by the secure detention director or designee

Regional criteria for detaining a youth in non-secure detention

A juvenile considered eligible for non-secure detention is one:

1. who has been arrested for an offense, or;
2. who is currently under the control of law enforcement
3. who is currently under court jurisdiction and /or agency custody
4. who is deemed to need minimal security considerations
5. where the expected length of stay is less than 24 hours
6. who is considered non-dangerous



Regional Plan for Juvenile Detention - 2. Long-Term Secure Detention Practices

For each facility within the region proposing to provide long-term detention services (over 96 hours), provide the following information:

Facility Information

- Facility name
- Address
- Administrative authority
- Program director

Needs Assessment

- What counties, judicial districts, and/or local areas is this facility designed to serve?
- What is the projected bed capacity of this facility?
- What is the projected need or what is the projected use of this facility in a year?
- Briefly describe the data which was used to justify this need or projected use.
- Provide the daily cost of service.

Initial Detention Decision

- Who is responsible for the initial decision to place a youth in this facility?
- Describe the procedure and/or practice used to complete initial placements.

Detention Facility Program

- What is the goal or mission of the program in this facility?
- Is this facility licensed by the Department of Corrections?
- If licensed, upload a copy of the license below.
- If not licensed or if provisionally licensed, explain in detail the deficiencies which are preventing immediate licensure and the plan to remediate these deficiencies.

Detention Facility Program Services

The following services must be available to youth being served in this facility. Briefly describe the method used to deliver each service.

Services reimbursable at 50% through the grant:

- Food
- Laundry
- Transportation
- Security
- Safety
- Access to Recreation
- Access to Education

Services not reimbursable through the grant:

- Medical
- Crisis Intervention
- Clinical Evaluations

Long-Term Secure Detention Practices

The Ted Lechner Youth Services Center provides long term secure detention services for all counties in the Southcentral region including Big horn, Carbon, Fergus, Golden Valley, Meagher, Mussellshell, Petroleum, Stillwater, Sweetgrass, Wheatland, Judith Basin, and Yellowstone. The facility also provides services to the Eastern and Southwestern regions as needed.

The facility is co-located with an adolescent shelter care facility which provides opportunities for treatment services in a less restrictive environment when appropriate.

The facility has 24 beds available for secure detention services, but routinely operates as a 16 bed facility. FY25 has been



characterized by high census, with the average capacity at 17.2 youth per day and the facility operating at over 80% capacity since January. The daily rate for the FY26 Fiscal year is \$175 for regional counties and \$245 for all others.

Initial Detention Decision: The initial decision to place a youth in the secure detention facility begins with a recognized law enforcement agency of participating judicial districts. After a determination is made that a youth meets defined criteria for secure detention, the recognized law enforcement agency contacts the secure facility administrator to arrange the youth's admission to the facility. The administrator of the secure detention facility has the responsibility to manage admissions, releases and procedures of the facility in a manner consistent with licensure standards and the regional plan. In the event that there is a discrepancy or question about a youth's admission or retention in the facility, the Administrator has the sole authority to make the decision.

The facility shall not be used to detain youth with serious mental disorders, cognitive impairments, or medical conditions that cannot be managed in the detention environment. The administrator has the sole responsibility and discretion to determine if youth are appropriate for initial or continued detention. If the administrator determines that the youth is inappropriate for detention after the initial admission, the juvenile probation officer shall be notified. The youth must be removed from the facility within 24 hours of notification.

Youth who are chemically impaired or believed to be under the influence of drugs or alcohol must be medically cleared by a physician prior to admission to the facility. This clearance shall be obtained by the admitting jurisdiction and documentation must be provided to the facility at admission. Youth who have been drinking must be medically cleared if they have a BAC in excess of .08% as determined via breathalyzer.

Youth are processed into the facility through an extensive assessment of their physical and mental health at the time of admission. Care is taken to share information with the referring agency to ensure that the youth's needs are met.

Detention Facility program

Food services are provided by the detention staff. The facility participates in the school food and nutrition program. Food production, service and menus are monitored by OPI and the menus are reviewed annually by a registered dietitian. Special care is taken to meet the nutritional and palatability needs of adolescents. Laundry services are provided by staff and youth receive clean clothing routinely. The facility does not do transports, as they are provided by the Yellowstone County Sheriff's Office. Youth are provided with opportunities for passive recreation each day. These activities include reading, writing, drawing, watching television, and board games. In addition, youth are offered at least one hour of large muscle exercise in the facility gym on a daily basis. The facility provides a full education program that includes access to their home school materials, group instruction, credit recovery, HISET preparation and testing. Security and Safety are provided by highly trained staff members who focus on maintaining an excellent safety record.

The facility provides extensive services that are not included in the grant request, but assist in fulfilling the mission of the facility and meeting the needs of the region. Most of the counties in the service area lack specialized resources to meet the needs of troubled adolescents. The facility serves as a resource to the juvenile justice community to assist in providing the best outcomes for delinquent youth. Staff are heavily trained in crisis intervention which provides for safety in the facility and helps youth to build emotional regulation and self-management skills. Medical services are provided through an onsite services provider and include mediation management, x-rays, simple procedures, and sick call. These services are reimbursed by the referring county, and are not included in the budget request. The facility also provides chemical dependency services and mental health evaluations at additional charge to the referring counties.

Long-Term Detention Facility Licenses
24-25 DOC Detention License.pdf



Regional Plan for Juvenile Detention - 3. Short-Term Secure Detention Practices

For each facility within the region proposing to provide short-term detention services (over 96 hours), provide the following information:

Facility Information

- Facility name
- Address
- Administrative authority
- Program director

Needs Assessment

- What counties, judicial districts, and/or local areas is this facility designed to serve?
- What is the projected bed capacity of this facility?
- What is the projected need or what is the projected use of this facility in a year?
- Briefly describe the data which was used to justify this need or projected use.
- Provide the daily cost of service.

Initial Detention Decision

- Who is responsible for the initial decision to place a youth in this facility?
- Describe the procedure and/or practice used to complete initial placements.

Detention Facility Program

- What is the goal or mission of the program in this facility?
- Is this facility licensed by the Department of Corrections?
- If licensed, upload a copy of the license below.
- If not licensed or if provisionally licensed, explain in detail the deficiencies which are preventing immediate licensure and the plan to remediate these deficiencies.

Detention Facility Program Services

The following services must be available to youth being served in this facility. Briefly describe the method used to deliver each service.

Services reimbursable at 50% through the grant:

- Food
- Laundry
- Transportation
- Security
- Safety
- Access to Recreation
- Access to Education

Services not reimbursable through the grant:

- Medical
- Crisis Intervention

Short-Term Secure Detention Practices

Region does not have a short-term facility.

Short-Term Detention Facility Licenses



Regional Plan for Juvenile Detention - 4. Non-Secure Program Practices

Provide the following information for all proposed Holdover Programs:

Program Information

- Program name
- Contact person
- Location

Needs Assessment

- What county or judicial district is this program designed to serve?
- How many youths is the program designed to serve at any one time?

Program and Staffing

- Has this site been inspected by staff of the Montana Board of Crime Control?
- How do you intend to staff the program?
- Have the persons responsible for staffing the program been trained in accordance with statute, licensing cities and/or federal guidelines?

Non-Secure Program Practices

The region does not have a holdover program.



Regional Plan for Juvenile Detention - 5. Electronic Monitoring

If electronic monitoring is an anticipated program to be available to the Region, please specify the company anticipated to be providing the equipment. Please be reminded the MBCC funds cannot be used to reimburse for electronic monitoring of youth past adjudication.

Electronic Monitoring

Electronic monitoring is the most economical way to divert youth from secure detention. Pre-adjudicatory electronic monitoring is available in all counties within the region and are managed in each location through the provision of contracted services. Each jurisdiction submits invoices to the regional budget authority for reimbursement. Electronic monitoring is available and under the control of the individual county or judicial district. The regional authority serves only as a point of reimbursement of MBCC funds under the terms of the grant.



Regional Plan for Juvenile Detention - 6. Sustainability Plan

With the 2017 legislative reduction in juvenile detention funds, applicants must include a plan describing challenges to sustain the program. The plan should outline how the project will be sustained now and, in the future, including how they will continue to operate should grant funding continue at a reduced level. The plan should also describe alternate sources of funding and services.

Sustainability Plan

The sustainability plan for juvenile detention in the region focuses on increased reliance on local county funds. Under the Montana Code, counties are responsible for the cost of juvenile detention. This obligation will not be eliminated if the state funding continues to wane. Currently, the state funding represents a small percentage of the overall operating budget. Sustainability will be attained and continuing operation of a necessary and mandatory services will occur through billing for services on a per diem basis. The diversity of services offered by the Youth Services Center also provides a broader base of support for facility operations. The facility has multiple sources of revenue for long term operations.



Regional Plan for Juvenile Detention - 7. Regional Detention Administration

What is the Regional Administrative Authority for the administration of the funding to the region?

Who is the contact person at the Regional Administrative Authority? Provide name, address, and phone number.

Please list the names and county/professional representation of the members of the Regional Detention Board.

Briefly describe the relationship between the Regional Detention Board and the administrative authorities of the facilities and services which are providing juvenile detention services in the region or for the region.

Regional Detention Administration

Yellowstone County and the Ted Lechner Youth Services Center function as the regional authority for the administration of funding to the Southcentral Region.

Regional Contact person is Sam Bofto, Director

410 South 26th Street

Billings Montana 59101

406-256-6825

The Regional Administrative Authority is the Director of the Ted Lechner Youth Services Center. The facility and Yellowstone County are responsible for the fiscal management of the regional detention grant. The Director also serve as a centralized respondent to management of the regional detention grant. The regional board meets at least once per year to approve the regional plan and grant. If additional issues arise, the Board may reconvene in person or remotely.

COUNTY	VOTING MEMBER	ALTERNATE(S)	
BIG HORN Fax: 665-9706	George Real Bird III Commissioner P.O. Box 908 Hardin, 59034 Grealbird3@bighorncountymt.gov c: pschenderline@bighorncountymt.gov	Larry Vandersloot Commissioner P.O. Box 908 Hardin, 59034 lvandersloot@bighorncountymt.gov c: pschenderline@bighorncountymt.gov	Lindsey Fox Chief Probation Ofcr. P.O. Box 908 Hardin, MT 59034 Lindsey.Fox@mt.gov
CARBON Fax: 446-2640	Bill Bullock Commissioner P.O. Box 887 Red Lodge, 59068 bbullock@carboncomt.com	Lindsey Fox Chief Probation Ofcr. P.O. Box 908 Hardin, MT 59034 Lindsey.Fox@mt.gov	
FERGUS Fax: 535-9023	Jennifer Saunders Commissioner 712 W. Main, Ste. 210 Lewistown, 59457 jsaunders@co.fergus.mt.us	Starr Brown Chief Probation Ofcr. 712 W. Main, Ste. 104 Lewistown, 59457 starrb@mt.gov	



Yellowstone County Youth Services Center
Yellowstone county Youth services Center

<p>GOLDEN VALLEY</p> <p>Fax: 568-2428</p>	<p>Tony Schaff</p> <p>Commissioner</p> <p>fatdogpatches@yahoo.com</p>	<p>Robert Pallas</p> <p>County Sheriff</p> <p>P.O. Box 10</p> <p>Ryegate, 59074</p> <p>sheriff@goldenvalleymt.org</p>	<p>Tara French, Dir.</p> <p>Court Services</p> <p>P.O. Box 35031</p> <p>Billings, 59107</p> <p>tfrench@mt.gov</p>
<p>JUDITH BASIN</p> <p>Fax: 566-2211</p>	<p>Don Hajenga</p> <p>Commissioner</p> <p>P.O. Box 427</p> <p>Stanford, 59479</p> <p>dhajenga@jbcountry.org</p>	<p>Starr Brown</p> <p>Chief Probation Off.</p> <p>712 W. Main, Ste. 104</p> <p>Lewistown, 59457</p> <p>starrb@mt.gov</p>	
<p>MEAGHER</p> <p>Fax: 547-3388</p>	<p>Tara French, Dir.</p> <p>Court Services</p> <p>P.O. Box 35031</p> <p>Billings, 59107</p> <p>tfrench@mt.gov</p>		
<p>MUSSELSHELL</p> <p>Fax: 323-3303</p>	<p>Bob Pancratz</p> <p>Commissioner</p> <p>506 Main Street</p> <p>Roundup, 59072</p> <p>rpancratz@co.musselshell.mt.us</p>	<p>Tara French, Dir.</p> <p>Court Services</p> <p>P.O. Box 35031</p> <p>Billings, 59107</p> <p>tfrench@mt.gov</p>	
<p>PETROLEUM</p> <p>Fax: 429-6328</p>	<p>Paul McKenna</p> <p>Commissioner</p> <p>PO Box 187</p> <p>Winnett, 59087</p> <p>paulmck.petroleum@gmail.com</p>	<p>Starr Brown</p> <p>Chief Probation Off.</p> <p>712 W. Main, Ste. 104</p> <p>Lewistown, 59457</p> <p>starrb@mt.gov</p>	
<p>STILLWATER</p> <p>Fax: 322-8007</p>	<p>Steve Riveland</p> <p>Commissioner</p> <p>P.O. Box 970</p> <p>Columbus, 59019</p> <p>sriveland@stillwatercountymt.gov</p>	<p>Lindsey Fox</p> <p>Chief Probation Off.</p> <p>P.O. Box 908</p> <p>Hardin, MT 59034</p> <p>Lindsey.Fox@mt.gov</p>	



Yellowstone County Youth Services Center
Yellowstone county Youth services Center

<p>SWEET GRASS</p> <p>Fax: 932-3026</p>	<p>JV Moody</p> <p>Commissioner</p> <p>P.O. Box 888</p> <p>Big Timber, 59011</p> <p>sgcommish@itstriangle.com</p>	<p>Bill Wallace</p> <p>Commissioner</p> <p>P.O. Box 888</p> <p>Big Timber, 59011</p> <p>sgcommish@itstriangle.com</p>	<p>Lesa Maher</p> <p>Chief Probation Ofcr.</p> <p>414 East Callendar</p> <p>Livingston, 59047</p> <p>lmaher@mt.gov</p>
<p>WHEATLAND</p> <p>Fax: 632-4880</p>	<p>Adam Jones</p> <p>Commissioner</p> <p>P.O. Box 1903</p> <p>Harlowton, 59036</p> <p>jones4montana@gmail.com</p> <p>406-632-4891 406-861-0830</p> <p>mcameron@wheatlandco.com</p>	<p>Tara French, Dir.</p> <p>Court Services</p> <p>P.O. Box 35031</p> <p>Billings, 59107</p> <p>tfrench@mt.gov</p>	
<p>YELLOWSTONE</p> <p>Fax: 256-2777</p>	<p>John Ostlund</p> <p>Commissioner</p> <p>P.O. Box 35000</p> <p>Billings, 59107</p> <p>jostlund@yellowstonecountymt.gov</p> <p>cc: eguy@yellowstonecountymt.gov</p>	<p>Tara French, Dir.</p> <p>Court Services</p> <p>P.O. Box 35031</p> <p>Billings, 59107</p> <p>tfrench@mt.gov</p>	
<p>ADMIN.</p>		<p>Sam Bofto, Director</p> <p>Youth Services Ctr.</p> <p>410 S. 26th St.</p> <p>Billings, 59107</p> <p>sbofto@yellowstonecountymt.gov</p>	-



Supplement - 1. Applicant Information

FEIN

Federal Employer Identification Number (FEIN)

816001449

Organization Details

Organization Type

- ☐ City
- ☒ County
- ☐ District Court
- ☐ Municipal Court
- ☐ Private/Non-Profit
- ☐ Private/For-Profit
- ☐ School District
- ☐ State
- ☐ Tribal Government

Service Area

Select all counties where services are delivered.

Counties Served

- ☐ Beaverhead
- ☒ Big Horn
- ☐ Blaine
- ☐ Broadwater
- ☒ Carbon
- ☐ Carter
- ☐ Cascade
- ☐ Chouteau
- ☒ Custer
- ☐ Daniels
- ☒ Dawson
- ☐ Deer Lodge
- ☒ Fallon
- ☒ Fergus
- ☐ Flathead
- ☒ Gallatin
- ☐ Garfield
- ☐ Glacier
- ☒ Golden Valley
- ☐ Granite
- ☐ Hill
- ☐ Jefferson
- ☒ Judith Basin
- ☐ Lake
- ☐ Lewis and Clark
- ☐ Liberty
- ☐ Lincoln
- ☐ Madison
- ☐ McCone
- ☒ Meagher
- ☐ Mineral
- ☐ Missoula
- ☒ Musselshell
- ☒ Park
- ☒ Petroleum
- ☐ Phillips
- ☐ Pondera
- ☐ Powder River



- ☐ Powell
- ☐ Prairie
- ☐ Ravalli
- ☒ Richland
- ☐ Roosevelt
- ☒ Rosebud
- ☐ Sanders
- ☐ Sheridan
- ☐ Silver Bow
- ☒ Stillwater
- ☒ Sweet Grass
- ☐ Teton
- ☐ Toole
- ☐ Treasure
- ☐ Valley
- ☒ Wheatland
- ☐ Wibaux
- ☒ Yellowstone

Grant History With MBCC

Have you had a grant with MBCC previously?

- ☒ Yes
- ☐ No

Which Grants have you had through MBCC? (Check all that apply.)

- ☐ Title II – Juvenile Justice
- ☐ Victims of Crime Act (VOCA)
- ☐ Violence Against Women Act (VAWA)
- ☐ Sexual Assault Services Program (SASP)
- ☐ Justice Assistance Grant (JAG)
- ☐ Residential Substance Abuse Treatment (RSAT)
- ☐ Paul Coverdell – Forensic Science Lab
- ☐ John R. Justice (JRJ)
- ☐ Justice and Mental Health Collaboration Program (JMHCP)
- ☐ Statistical Analysis Center (SAC)
- ☐ National Criminal History Improvement Program (NCHIP)
- ☐ Sexual Assault Kit Initiative (SAKI)
- ☐ Project Safe Neighborhoods (PSN)
- ☐ Comprehensive Opioid Abuse Program (COAP)
- ☐ Abuse in Later Life Program
- ☐ Linking Systems of Care (LSOC)
- ☒ Juvenile Detention Center Grant
- ☐ Domestic Violence Intervention (DVI)
- ☐ Coronavirus Emergency Supplemental Funding (CESF)
- ☐ Sex Offender Registration and Notification Act (SORNA)
- ☐ Prison Rape Elimination Act (PREA)
- ☐ Delinquency Prevention Program (DPP)
- ☐ Crisis Intervention Team (CIT) Training Program
- ☐ Improving Criminal Justice Response - High Risk Teams (HRT)
- ☐ Byrne State Crisis Intervention Program (Byrne SCIP)
- ☐ Family Violence Prevention and Services Act (FVPSA)



Supplement - 2. Special Assurances and Conditions

Assurances of Compliance with Nondiscrimination Provisions

Applicant will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968, as amended (34 U.S.C. §§ 10228(c) & 10221(a) (c) & 10221(a)); the Victims of Crime Act of 1984, as amended (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 1974, as amended (34 U.S.C. § 11182(b)); the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12132); the Education Amendments of 1972, as amended (20 U.S.C. § 1681); the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations - OJJDP Grant Programs); Violence Against Women Act of 1994, as amended (34 U.S.C. § 12291(b)(13)); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations - Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13559 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (Partnerships with Faith-Based and Other Neighborhood Organizations).

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, then recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the MBCC. In accordance with federal civil rights laws, the applicant shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws. Applicants are required to take reasonable steps to ensure meaningful access to their services to persons who, as a result of their national origin, are LEP. To help applicants understand and meet this obligation, the DOJ published "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", which can be found at 67 Fed. Reg. 41455 (June 18, 2002) or at www.lep.gov (LEP Guidance).

Applicants Agreement

It is understood and agreed by the applicant: that any grant received as a result of this application shall be subject to the Grant Conditions and other policies, regulations, and rules issued by the Department of Justice for the administration of grant projects under (P.L. 100-690) including, but not limited to, the following:

1. Competitive bids must be obtained for all equipment, construction and contracted services applications, as required by applicable local, state, or federal law or regulations. Accepting other than the lowest bid requires prior approval of the Board of Crime Control;
2. The grant may be terminated in whole, or in part, by the Board of Crime Control at any time;
3. Appropriate grant records and accounts will be maintained and made available to the Montana Board of Crime Control, Office of the Legislative Auditor, or the Legislative Fiscal Analyst upon request;
4. The grantee shall assume the costs of improvements funded after a reasonable period of state assistance;
5. If any agency other than the applicant is to contribute matching funds, that agency must document their contribution;
6. Any funds awarded under one subgrant cannot be used in another;
7. Expenditures for items not listed on the original budget are subject to refund and/or penalty. Variances from the approved subgrant will require an amendment approved in advance by the Board of Crime Control;
8. All applicants are subject to federal, state, and local laws and regulations;
9. The subgrantee shall not obligate any funds until subgrant is formally awarded by the Board of Crime Control;
10. Draw down of funds is contingent upon submission of quarterly financial reports;
11. Rules 23.14.101 et seq. of the Administrative Rules of Montana.
12. All adult, juvenile and collocated facilities securely detaining youth must enter the detention intake, detention hearing date and time, and releases into the Juvenile Detention Data and Reporting System (JDDRS) within 24 hours of the event. Facilities transferring youth to a new secure facility must enter the transfer into JDDRS in sufficient time to ensure that the receiving facility can import the youth's record into their facility in JDDRS by the time that the youth arrives. Facilities that don't have access to the web based database should contact MBCC's IT Manager at phone: 406-444-4014 or email: MBCC@mt.gov to arrange for the appropriate user names and passwords for JDDRS.

Applicant's Acknowledgment



The Official Budget Representative signature on the Signatures Page certifies agreement with these Special Assurances and Conditions.

Special Assurances and Conditions Provided to Applicant

- ☒ Yes, I have read the above information.



Sign Application

Designate Certifying Officials

This application requires original signatures of an Official Budget Representative, Project Director, and Financial Officer. Electronic and stamped signatures are not acceptable.

- The Official Budget Representative must be a person with budget-setting authority, generally a mayor, chairperson, or department director.
- The Project Director must be an employee of the applicant agency.
- Duplication of responsibilities by one individual for any position listed below is not acceptable.

The officials who certify this document, including Special Assurances and Conditions, agree to adhere to all terms and conditions relating to this application.

Signatures

Download the Signatures Page below and have the appropriate persons complete and sign. Scan and upload the completed form below.

Blank Signature Page

SignaturePage - New Applications.docx

Signature Page

Signature Page.pdf

Official Budget Representative (City/County Commissioner, Mayor, Department Head, or President of Board of Directors)

Budget Representative Name

Mark Morse

Budget Representative Title

Chair, Board of Commissioners

Budget Representative Phone (000-000-0000)

406-256-2701

Budget Representative Email

mmorse@yellowstonecountymt.gov

Budget Representative Mailing Address Line 1

PO Box 35000

Budget Representative Mailing Address Line 2

Budget Representative Mailing Address City

Billings

Budget Representative Mailing Address State Abbreviation (MT)

MT

Budget Representative Mailing Address Zip

59107

Project Director

Project Director Name

Sam Bofto



Project Director Title

Director TLYSC

Project Director Phone (000-000-0000)

406-256-6825

Project Director Email

sbofto@yellowstonecountymt.gov

Project Director Mailing Address Line 1

410 South 26th St, 3401

Project Director Mailing Address Line 2

Project Director Mailing Address City

Billings

Project Director Mailing Address State Abbreviation (MT)

MT

Project Director Mailing Address Zip

59101

Financial Officer

Financial Officer Name

Jennifer Jones

Financial Officer Title

Finance Director

Financial Officer Phone (000-000-0000)

406-256-2816

Financial Officer Email

jjones@yellowstonecountymt.gov

Financial Officer Mailing Address Line 1

PO Box 35003

Financial Officer Mailing Address Line 2

Financial Officer Mailing Address City

Billings

Financial Officer Mailing Address State Abbreviation (MT)

MT

Financial Officer Mailing Address Zip

59107



Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Non-Grant Funded	Total Budgeted
Electronic Monitoring			
Electronic Monitoring	\$18,750.00	\$6,250.00	\$25,000.00
Subtotal	\$18,750.00	\$6,250.00	\$25,000.00
Secure Detention			
Secure Detention	\$118,489.00	\$118,489.00	\$236,978.00
Subtotal	\$118,489.00	\$118,489.00	\$236,978.00
Total Proposed Cost	\$137,239.00	\$124,739.00	\$261,978.00

Revenue Budget

	Grant Funded	Non-Grant Funded	Total Budgeted
Grant Funding			
Award Requested	\$137,239.00		\$137,239.00
Subtotal	\$137,239.00		\$137,239.00
Non-Grant Funding			
Cash Match		\$124,739.00	\$124,739.00
Subtotal		\$124,739.00	\$124,739.00
Total Proposed Revenue	\$137,239.00	\$124,739.00	\$261,978.00

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

B.O.C.C. Regular

2. d.

Meeting Date: 04/22/2025

Title: Bond for Lost Warrant

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Bond for Lost Warrant

BACKGROUND:

Bond for Lost Warrant on lost/stale dated check

RECOMMENDED ACTION:

Approve reissue.

Attachments

Bond for Lost Warrant

BOND FOR LOST WARRANT

On September 14, 2016 Yellowstone County issued a warrant numbered 46583 to WILLIAMS, FAITH (Principal) in the amount of \$50.00. The warrant was drawn in payment of METRA FAIR CHECK. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of \$50.00 to replace the lost or destroyed warrant.

WHEREFORE, Principal agrees to indemnify and hold harmless Yellowstone County and its officers from all loss, costs, or damages incurred as a result of issuing the duplicate warrant, should Yellowstone County issue a duplicate warrant, and agrees to release any and all claims that principal may have against Yellowstone County now or in the future as related to payment of the above stated claim. Principal also agrees to pay to any person entitled to receive payment under the original warrant, as the lawful holder of the original warrant, all monies received upon the duplicate warrant.

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is \$ 100.00 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

Faith Hilton

- previously Faith Williams

Principal Signature

2529 Southridge Dr.

Mailing Address for replacement check

Billings MT 59105

City, State Zip

State of Montana)

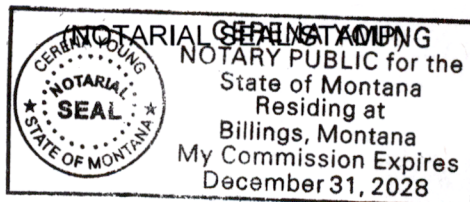
County of Yellowstone) : (seal/stamp)

This instrument was acknowledged before me on this 15th day of April, 2025,

by Faith Hilton

Crenshaw

Notary Signature



APPROVED:

Chair, Board of County Commissioners

Date

Replaced with warrant # _____, dated _____ (completed by County)

B.O.C.C. Regular

2. e.

Meeting Date: 04/22/2025

Title: Contract - Arena Seat Lighting - Ace Electric

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Contract - Arena Seat Lighting - Ace Electric

BACKGROUND:

The Finance department is requesting commissioners' approval for a contract with Ace Electric for the Arena Seat Lighting project at MetraPark. The contract includes all labor, materials and equipment necessary for completion. The total contract is not to exceed \$148,373.25. This purchase was anticipated and included in the FY25 budget under the Metra - Equipment Capital fund (5811.000.552.460442.940).

RECOMMENDED ACTION:

Sign contract & return a copy to Finance.

Attachments

Metra Arena Seat Lights - Ace Electric Contract

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

This agreement is dated as of the 1st 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 30th, 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 15th, 2025.

OWNER:
Yellowstone County
Billings, MT 59101

Mark Morse, Chair

CONTRACTOR:
Ace Electric
Laurel, MT 59044



Mark Sokoloski

Attest:

Jeff Martin
Clerk and Recorder

B.O.C.C. Regular

2. f.

Meeting Date: 04/22/2025

Title: Notice of Award - Lockwood Infrastructure RFQ - Water Extension

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Notice of Award - Lockwood Infrastructure RFQ - Water Extension

BACKGROUND:

An RFQ was released on February 11th, 2025 for professional services for the Lockwood infrastructure project that will extend the water main approximately 3,500 linear feet along the North Frontage Rd. Four responses from KLJ Engineering, WWC Engineering, IMEG and Morrison-Maierle were opened and acknowledged by the Commissioners on March 18th, 2025. After review, the selection committee recommends that the award go to Morrison-Maierle, and that the County enter into negotiations for a contract. If contract negotiations are unsuccessful with the highest ranked candidate, the negotiations will be terminated and start anew with the second ranked finalist, and so on, until a suitable agreement can be reached.

RECOMMENDED ACTION:

Award the project to Morrison-Maierle and enter into contract negotiations.

Attachments

Notice of Award - Lockwood Water Extension



Yellowstone County Finance Department

Notice of Award

Date of Issuance: April 22nd, 2025

Solicitation Title: Lockwood Infrastructure – Water Extension RFQ

Solicitation Close Date: March 18th, 2025

Offeror: Morrison-Maierle

Bidder's Address: 315 North 25th Street, Suite 102, Billings, MT 59101

This document shall serve as notifications that Morrison-Maierle is the successful offeror for this solicitation. The County intends to enter into negotiations for a contract for professional services for the Lockwood Infrastructure – Water Extension project. If contract negotiations are unsuccessful, the negotiations will be terminated and start anew with the second finalist, and so on, until a suitable agreement can be reached.

B.O.C.C. Regular

Meeting Date: 04/22/2025

Title: Lockwood Sidewalk Bid Advertisement

Submitted For: Logan McIsaac

Submitted By: Logan McIsaac

TOPIC:

Bid Package for Lockwood Sidewalk Project

BACKGROUND:

A Federal Highway Administration grant was awarded to Yellowstone County through MDT's LAG program. The local jurisdictions are able to construct projects with grant funding through this program administered by MDT, who facilitates meeting the Federal requirements and proper documentation. In August 2024, Public Works selected Dowl to perform the design work and project administration. Within the last month, the remaining necessary documentation, waivers, and certifications were submitted to MDT. Now, MDT has submitted the request for funding approval and is waiting for a response from FHWA. Dowl and Public Works have come up with the attached bid advertisement to solicit bids for the construction of the project. Potential minor changes to the attached document are advertisement dates and the QuestCDN project number. MDT informed Public Works of approval from FHWA to advertise the project for two weeks instead of the normal, minimum three-week advertisement. Furthermore, it was decided to advertise the project through not only YCN and the County bidding and procurement webpage, but also through QuestCDN, another online database for contractors to access bidding information and documents.

RECOMMENDED ACTION:

Approve

Attachments

Lockwood Sidewalk Bid Documents

PROJECT MANUAL & SPECIFICATIONS



**YELLOWSTONE COUNTY
TA 56(114)
UPN 10433000**

SIDEWALKS - LOCKWOOD

PROJECT MANUAL & SPECIFICATIONS

YELLOWSTONE COUNTY TA 56(114) UPN 10433000

SIDEWALKS - LOCKWOOD

LOCKWOOD, MONTANA

PREPARED FOR:

Yellowstone County
Board of County Commissioners
316 North 26th Street
Billings, MT 59101

PREPARED BY:

DOWL
222 North 32nd Street, Suite 700
Billings, MT 59101
406-656-6399

APPROVED BY:

Doug Enderson, P.E., PTOE

DOWL Project Manager
Licensed Professional Engineer
State of Montana

MAY 2025

DOWL PROJECT No. 4071.22038.01

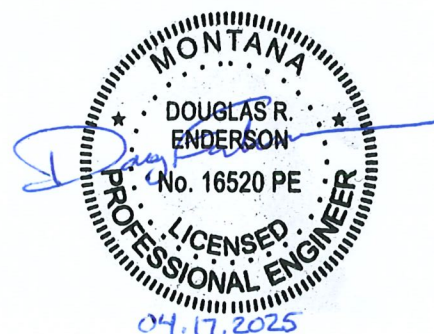


TABLE OF CONTENTS

The specifications for this project include the following two documents, which are incorporated by reference into this project manual. Although they are not printed in this Project Manual, they are still part of these Contract Documents, and the Contractor must comply with any and all such regulations unless modified herein.

<i>Document</i>	<i>Available From</i>
Montana Public Works Standard Specifications (MPWSS) Seventh Edition, April 2021	Montana Contractors Association 1717 11 th Avenue PO Box 4519 Helena, MT 59604 406-442-4162
City of Billings Standard Modifications to MPWSS Sixth Edition, January 2021	City of Billings Public Works Department Engineering Division 2224 Montana Avenue Billings, MT 59101 406-657-8231 – or online at – https://www.billingsmtpublicworks.gov/DocumentCenter/View/105/Standard-Mods-January-2021-PDF

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DIVISION 1 – GENERAL REQUIREMENTS

Section 01030	Special Provisions
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SECTION 00100 INVITATION TO BID

Separate sealed bids for the construction of "*Yellowstone County TA56(114) Bicycle & Pedestrian Facilities Sidewalks - Lockwood*" will be received by Yellowstone County Commissioners' Office, P.O. Box 35000 Billings, MT 59107, or delivered to the Commissioners' Office Room 3101 of the Stillwater Building, 316 North 26th Street Billings, MT 59101 until 4:00 PM local time on May 5, 2025, and then publicly opened and read aloud at the 9:00 AM Commissioner's Meeting on Tuesday, May 6, 2025.

The project consists of sidewalk installation work described in general by the following:

2037 LF of new 6" concrete sidewalk and associated ADA features between Woodland Road and Rykken Circle and 436 LF of 36" RCP irrigation pipe, valves, manholes, and associated work.

Complete digital project bidding documents are available at [QuestCDN](https://questcdn.com). You may download the digital plan documents for a fee. You may also access them at www.questcdn.com by inputting Quest **Project # 9648604** on the QuestCDN project search page. The plans, specifications and the official plan holders list may be examined through QuestCDN for no charge. In addition, the Drawings and Project Manual may also be examined at www.montanabid.com.

There will be a non-mandatory Pre-Bid Conference at the Commissioner's Conference Room (Room 3107), 316 N 26th Street, Billings, MT 59101, at 1:00 PM on April 30, 2025. Interested Contractors are encouraged to attend.

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 & Industry, P.O. Box 8011, 1805 Prospect, Helena, Montana 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 may be required by the laws of Yellowstone County and the State of Montana. 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 or proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the "Yellowstone County, Montana" 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. Bids submitted via email shall have the bid bond scanned and included with the bid. Bids submitted via mail or hand delivered shall have any of the bid securities included.

No bid may be withdrawn after the scheduled time for the public opening of bids, which is 9:00 AM local time on May 6, 2025.

For further information concerning this project, please contact Doug Enderson, P.E., PTOE, Project Manager for DOWL, by telephone at 406-869-6337 or by email at denderson@dowl.com; or Logan McIsaac at the Yellowstone County Public Works Department, 316 North 26th Street, Room 3201, Billings, MT 59101, by telephone at 406-670-0283 or by email at lmcisaac@yellowstonecountymt.gov.

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

Yellowstone County is an Equal Opportunity Employer.

Published on April 25 and May 2, 2025.

Teri Reitz
Yellowstone County Board Clerk
P.O. Box 35000
Billings, MT 59107

Dept: Public Works
Published: April 25, 2025
May 2, 2025

SECTION 00200

INSTRUCTIONS TO BIDDERS

Instructions to Bidders per the Montana Public Works Standard Specifications, 6th Edition, as modified below:

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

Revise 2.1 Complete sets of Bidding Documents may be obtained as stated in the Invitation to Bid.

Delete 2.3

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

Modify 7.1 Revise second sentence to read “Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda. Addenda will be available at QuestCDN. Planholders may download the Addenda at no additional cost. In addition, Addenda may also be examined at www.montanabid.com.”

ARTICLE 13 – PREPARATION OF BID

Modify 13.1 Revise the first sentence to read, “The Bid Form is included with the Bidding Documents; additional copies are available at QuestCDN.”

Modify 13.11 Add after the first sentence: Montana Contractor’s Registration is not required until project award.

ARTICLE 15 – SUBMITTAL OF BID

Add to 15.1 Only Section 00300 Cover Page, Section 00300 Bid Form, and any bid securities are required to be submitted.

Replace 15.2 If submitting a bid via regular mail, a cashier’s check, Certified check, or bid bond must be included. Bids can also be submitted via email. If using email, the bid must be submitted with a scanned copy of the bid bond. Hand-delivered bids will be accepted.

Add to 15.3C Telecommunication systems, as used in this section, does not include email.

ARTICLE 22 – STATE LAWS AND REGULATIONS

Modify 22.1 Delete reference to employment preference to Montana contractors and residents and contractor’s registration.

PROJECT IDENTIFICATION:

TA 56(114) Sidewalks - Lockwood

Lockwood, Yellowstone County, Montana

CONTRACT IDENTIFICATION AND NUMBER:

TA 56(114) Bicycle & Pedestrian Facilities

THIS BID SUBMITTED TO:

Yellowstone County
P.O. Box 35024
Billings, MT 59107

or

Yellowstone County
316 North 26th Street
Billings, MT 59101

1.01 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 and furnish 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.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.

Addendum Date

_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions; and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that 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 agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

The Bidder certifies that no official of the Owner, Engineer or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

5.01 The Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

C. The undersigned agrees that the unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and Total Amount of Unit Prices Bid as listed below after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.

D. The Owner reserves the right to reject any or all Bids.

TA 56(113) Sidewalks - Lockwood

ITEM NO.	DESCRIPTION	BID QTY.	UNIT	UNIT PRICE	TOTAL PRICE
01	Mobilization / Demobilization	1	LS		
02	Taxes, Bonds, Insurance	1	LS		
03	General Requirements	1	LS		
04	Construction Traffic Control	1	LS		
05	Permitting Obligations	1	LS		
06	Excavation Above Subgrade	441	CY		
07	Embankment in Place	174	CY		
08	Relocate Mailbox	5	EA		
09	Remove Sign Assembly	8	EA		
10	Concrete Sidewalk, 6"	1,345	SY		
11	Detectable Warning Panel	70	SF		
12	Install Sign Assembly	8	EA		
13	Remove Pipe Culvert	135	LF		
14	Connection to Existing Pipe	3	EA		
15	60" Manhole	3	EA		
16	Irrigation Division Box	1	EA		
17	36" RCP Irrigation Pipe	435	LF		
18	10" PVC Irrigation Pipe	22	LF		
19	12" Storm Drain Pipe	170	LF		
20	Irrigation Inlet Structure w/ Trash Guard	1	EA		
21	Remove Irrigation Structure	3	EA		
22	Fence Removal	210	LF		
23	Fence Installation	50	LF		
24	Gravel Surface Restoration	75	CY		
25	Landscape Restoration	1,275	SY		
26	Exploratory Excavation (Small Crew)	10	HR		
Total:				\$	
					(Figures)
(Words)					

6.01 Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of the Bid:

A. Required Bid Security in the amount of 10% of the maximum Bid price including alternates, if any, and in the form of a Bid Bond identified in the Instructions to Bidders.

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

Submitted on (date) _____, _____

Montana Contractor's Registration # (if any) _____

Montana Contractor's Gross Receipts Account # _____

(Example: XXXXXX-XXX-CGR)

Employer's Tax ID No. _____

If Bidder Is:

An Individual: _____
(Name, typed or printed)

By: _____
(Individual's Signature)

Doing business as: _____

Business Address: _____

Phone No.: _____ Fax No.: _____

A Partnership: _____
(Partnership Name)

By: _____
(Signature)

(Name, typed or printed)

Business Address: _____

Phone No.: _____ Fax No.: _____

A Corporation: _____
(Corporation Name)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature of person authorized to sign)

Title: _____

Attest: _____
(Signature)

Business Address: _____

Phone No.: _____ Fax No.: _____

Date of Qualification To Do Business Is: _____

(Corporate Seal)

A Joint Venture: Each Joint Venture Must Sign

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ Fax No.: _____

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ Fax No.: _____

Address of Joint Venture for Receipt of Official Communication:

Address: _____

Phone No.: _____ Fax No.: _____

(Each Joint Venture must sign. The manner of signing for each individual, partnership and corporation that is party to the joint venture should be in the manner indicated above.)

END OF SECTION 00300

SECTION 00430
BID BOND

CONTRACTOR INSERT BID BOND HERE AND REMOVE THIS PAGE

SECTION 00830
FHWA 1273 FORM

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal 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 entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. 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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) 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 may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. 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 and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal 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. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e 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. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SECTION 00840
MONTANA PREVAILING WAGE RATES

MONTANA
PREVAILING WAGE RATES FOR HEAVY CONSTRUCTION SERVICES 2025

Effective: January 11, 2025

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 ESD at erd.dli.mt.gov/labor-standards or contact:

Employment Standards Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59604
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 erd.dli.mt.gov/labor-standards 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 January 13, 2025

B. Definition of Heavy Construction

The Administrative Rules of Montana (ARM), 24.17.501(4) – (4)(b), states “Heavy construction projects include, but are not limited to, those projects that are not properly classified as either ‘building construction’, or ‘highway construction.’

Heavy construction projects include, but are not limited to, antenna towers, bridges (major bridges designed for commercial navigation), breakwaters, caissons (other than building or highway), canals, channels, channel cut-offs, chemical complexes or facilities (other than buildings), cofferdams, coke ovens, dams, demolition (not incidental to construction), dikes, docks, drainage projects, dredging projects, electrification projects (outdoor), fish hatcheries, flood control projects, industrial incinerators (other than building), irrigation projects, jetties, kilns, land drainage (not incidental to other construction), land leveling (not incidental to other construction), land reclamation, levees, locks and waterways, oil refineries (other than buildings), pipe lines, ponds, pumping stations (prefabricated drop-in units – not buildings), railroad construction, reservoirs, revetments, sewage collection and disposal lines, sewers (sanitary, storm, etc.), shoreline maintenance, ski tows, storage tanks, swimming pools (outdoor), subways (other than buildings), tipples, tunnels, unsheltered piers and wharves, viaducts (other than highway), water mains, waterway construction, water supply lines (not incidental to building), water and sewage treatment plants (other than buildings) and wells.”

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 Heavy Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building 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. 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.”*

I. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(25), 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 H above for a list of dispatch cities.

J. Computing Travel Benefits

ARM, 24.17.103(23), 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 H above for a list of dispatch cities.

K. 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.”*

L. 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.

M. 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.”*

N. Employment Preference

Sections 18-2-403 and 18-2-409, MCA require contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

O. Projects of a Mixed Nature

Section 18-2-418, 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”

P. 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

Q. Welder Rates

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

R. 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.

S. Proper Classification for Pipefitter and Laborer/Pipelayer Work on Water and Waste Water Treatment Plants The proper classification for the following work is Pipefitter, when it is performed inside a building structure or performed at a location which will later be inside of a building: Joining steel pipe larger than 12 inches in diameter with bolted flange connections that has been pre-fabricated off site and does not require any modification such as cutting, grinding, welding, or other fabrication in order to be installed. All other work previously classified as pipefitter remains in that classification. The proper classification for that work when it is at a location that will always be outside a building is Pipelayer, which is under the Laborer Group 3 classification.

WAGE RATES

BOILERMAKERS

Wage	Benefit
\$35.30	\$34.00

Duties Include:

Construct, assemble, maintain, and repair stationary steam boilers, boiler house auxiliaries, process vessels, pressure vessels and penstocks. Bulk storage tanks and bolted steel tanks.

Travel and Per Diem:

No travel or per diem established.

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BRICK, BLOCK, AND STONE MASONS

Wage	Benefit
\$32.32	\$16.78

Travel:

0-70 mi. free zone
>70-90 mi. \$60.00/day
>90 mi. \$80.00/day

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CARPENTERS

Wage	Benefit
\$36.49	\$17.45

Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

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CEMENT MASONS AND CONCRETE FINISHERS

Wage	Benefit
\$38.54	\$17.04

Duties Include:

Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters.

Zone Pay:

0-30 mi free zone
30-60 mi base pay+2.95/hr.
>60 mi base pay+4.75/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

Wage	Benefit
\$31.51	\$15.73

Per Diem:
0-75 mi free zone
>75 mi \$70/day

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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CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

Wage	Benefit
\$32.88	\$15.15

Per Diem:
0-75 mi free zone
>75 mi \$70/day

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 Batchers; 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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CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

Wage	Benefit
\$38.00	\$16.35

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

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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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Wage	Benefit
\$38.00	\$16.35

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

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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CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

Wage	Benefit
\$38.00	\$16.35

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

This group includes but is not limited to:

Cranes, 45 tons up to and incl. 74 tons.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

Wage	Benefit
\$40.00	\$16.35

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

This group includes but is not limited to:

Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley
(All).

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

Wage	Benefit
\$42.00	\$16.35

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

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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CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

Wage	Benefit
\$23.08	\$11.82

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

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CONSTRUCTION LABORERS GROUP 2

Wage	Benefit
\$26.15	\$13.44

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

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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CONSTRUCTION LABORERS GROUP 3

Wage	Benefit
\$26.07	\$13.44

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.

Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

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CONSTRUCTION LABORERS GROUP 4

Wage	Benefit
\$26.76	\$11.82

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

Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

***Hod Carriers will receive the same amount of travel and/or subsistence pay as bricklayers when requested to travel.

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DIVERS

Stand-By	No Rate Established
Diving	No Rate Established

Depth Pay (Surface Diving)

0-20 ft.	free zone
>20-100 ft.	\$2.00 per ft.
>100-150 ft.	\$3.00 per ft.
>150-220 ft.	\$4.00 per ft.
>220 ft.	\$5.00 per ft.

Diving In Enclosures

0-25 ft.	free zone
>25-300 ft.	\$1.00 per ft.

Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

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DIVER TENDERS

No Rate Established

The tender shall receive 2 hours at the straight time pay rate per shift for dressing and/or undressing a Diver when work is done under hyperbaric conditions.

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Zone Pay:

0-30 mi. free zone

>30-60 mi. base pay + \$4.00/hr.

>60 mi. base pay + \$6.00/hr.

ELECTRICIANS

Wage
\$38.86

Benefit
\$17.84

Travel:

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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INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

No Rate Established

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
\$34.83	\$28.07

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
\$34.83	\$28.07

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.

LINE CONSTRUCTION – EQUIPMENT OPERATORS

No Rate Established

Duties Include:

All work on substations

Travel: No Free Zone \$60.00/day

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LINE CONSTRUCTION – GROUNDMAN

Wage	Benefit
\$29.09	\$8.36

Travel: No Free Zone \$60.00/day

Duties Include:

All work on substations

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LINE CONSTRUCTION – LINEMAN

Wage	Benefit
\$52.11	\$18.75

Travel: No Free Zone \$60.00/day

Duties Include:

All work on substations

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MILLWRIGHTS

Wage
\$45.26

Benefit
\$21.25

Zone Pay:
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

Wage
\$25.00

Benefit
No Rate Established

Travel and Per Diem:
No travel or per diem established.

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PILE BUCKS

Wage
\$36.49

Benefit
\$14.33

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

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.

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PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

Wage
\$45.60

Benefit
\$21.26

Travel:
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.

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.

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SPRINKLER FITTERS

No Rate Established

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.

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Travel

The following travel allowance is applicable when traveling in employee's vehicle.

0-60 mi. free zone
>60-80 mi. \$23.00/day
>80-100 mi. \$33.00/day
>100 mi. \$125.00/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.
>100 mi. \$125.00/day

TRUCK DRIVERS

Pilot Car Driver	No Rate Established	
	Wage	Benefit
Truck Driver	\$31.28	\$9.37

Truck drivers include but are not limited to:

Combination Truck and Concrete Mixer and Transit Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump Trucks and similar equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/Tireperson; Truck Mechanic; Trucks with Power Equipment; Warehouseman, Partsman, Cardex and Warehouse Expeditor; Water Trucks.

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Zone Pay:

All Districts

0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$.485/hr.

Special Provision:

Zone pay only applies to the Truck Driver classification. No zone pay was established for Pilot Car Driver.

MONTANA
PREVAILING WAGE RATES FOR HIGHWAY CONSTRUCTION SERVICES 2025

Effective: *January 11, 2025*

*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 ESD at erd.dli.mt.gov/labor-standards or contact:

Employment Standards Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59604
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 erd.dli.mt.gov/labor-standards 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 January 13, 2025

B. Definition of Highway Construction

The Administrative Rules of Montana (ARM), 24.17.501(3) – (3)(b), states “Highway construction projects include, but are not limited to, the construction, alteration, or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, and parking areas, bridges constructed or repaired in conjunction with highway work, and other similar projects not incidental to building construction or heavy construction.

Highway construction projects include, but are not limited to, alleys, base courses, bituminous treatments, bridle paths, concrete pavement, curbs, excavation and embankment (for road construction), fencing (highway), grade crossing elimination (overpasses or underpasses), guard rails on highways, highway signs, highway bridges (overpasses, underpasses, grade separation), medians, parking lots, parkways, resurfacing streets and highways, roadbeds, roadways, runways, shoulders, stabilizing courses, storm sewers incidental to road construction, street paving, surface courses, taxiways, and trails.”

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 Highway Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Heavy 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. 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.”*

I. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(25), 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 H above for a list of dispatch cities.

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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.”*

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N. Employment Preference

Sections 18-2-403 and 18-2-409, MCA require contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

O. Projects of a Mixed Nature

Section 18-2-418, 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”

P. 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

Q. Welder Rates

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

R. 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

BRICK, BLOCK, AND STONE MASONS

No Rate Established

Travel:
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
\$36.49	\$14.33

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

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CEMENT MASONS AND CONCRETE FINISHERS

Wage	Benefit
\$33.41	\$16.51

Duties Include:

Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters.

Zone Pay:
0-30 mi free zone
30-60 mi base pay+2.95/hr.
>60 mi base pay+4.75/hr

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

Wage	Benefit
\$32.47	\$12.77

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, Heavy Duty Drills; Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

Zone Pay:
No zone pay established.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

Wage	Benefit
\$35.70	\$12.77

Zone Pay:
No zone pay established.

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 Batchers; Concrete Float & Spreader; Concrete Bucket Discharger; 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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CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

Wage	Benefit
\$35.70	\$12.77

Zone Pay:
No zone pay established.

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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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Wage	Benefit
\$36.91	\$12.77

Zone Pay:
No zone pay established.

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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CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

Wage	Benefit
\$38.05	\$12.77

Zone Pay:
No zone pay established.

This group includes but is not limited to:

Cranes, 45 tons up to and incl. 74 tons.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

Wage	Benefit
\$39.27	\$12.77

Zone Pay:
No zone pay established.

This group includes but is not limited to:

Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley (All).

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

Wage	Benefit
\$41.95	\$12.77

Zone Pay:
No zone pay established.

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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CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

Wage
\$27.71

Benefit
\$12.80

Zone Pay:
No zone pay established.

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CONSTRUCTION LABORERS GROUP 2

Wage
\$30.87

Benefit
\$12.36

Zone Pay:
No zone pay established.

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; Riprappet; 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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CONSTRUCTION LABORERS GROUP 3

Wage
\$31.10

Benefit
\$12.36

Zone Pay:
No zone pay established.

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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CONSTRUCTION LABORERS GROUP 4

Wage	Benefit
\$32.12	\$12.36

Zone Pay:
No zone pay established.

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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DIVERS

	Wage	Benefit
Stand-By	\$46.33	\$18.38
Diving	\$92.66	\$18.38

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

Depth Pay (Surface Diving)
0-20 ft. free zone
>20-100 ft. \$2.00 per ft.
>100-150 ft. \$3.00 per ft.
>150-220 ft. \$4.00 per ft.
>220 ft. \$5.00 per ft.

Diving In Enclosures
0-25 ft. free zone
>25-300 ft. \$1.00 per ft.

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DIVER TENDERS

Wage	Benefit
\$45.30	\$18.38

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

The tender shall receive 2 hours at the straight time pay rate per shift for dressing and/or undressing a Diver when work is done under hyperbaric conditions.

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ELECTRICIANS

Wage	Benefit
\$39.08	\$20.00

Travel:

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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IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

Wage	Benefit
\$34.83	\$25.37

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.

Travel:

All Districts

0-45 mi. free zone
>45-85 mi. \$100.00/day
>85 mi. \$150.00/day

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IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

Wage	Benefit
\$30.43	\$25.22

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.

Travel:

All Districts

0-45 mi. free zone
>45-85 mi. \$100.00/day
>85 mi. \$150.00/day

LINE CONSTRUCTION – EQUIPMENT OPERATORS

Wage	Benefit
\$38.38	\$18.60

Duties Include:

All work on substations

Travel:

No Free Zone
\$60.00/day

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LINE CONSTRUCTION – GROUNDMAN

Wage	Benefit
\$29.96	\$17.64

Travel:
No Free Zone
\$60.00/day

Duties Include:

All work on substations

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LINE CONSTRUCTION – LINEMAN

Wage	Benefit
\$50.11	\$19.88

Travel:
No Free Zone
\$60.00/day

Duties Include:

All work on substations

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MILLWRIGHTS

Wage	Benefit
\$40.45	\$21.25

Zone Pay:
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

Wage	Benefit
\$36.00	\$12.84

Zone Pay:
No zone pay established.

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PILE BUCKS

Wage	Benefit
\$36.49	\$14.33

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

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.

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TRUCK DRIVERS

	Wage	Benefit
Pilot Car Driver	\$28.21	\$12.57
Truck Driver	\$35.74	\$12.57

Zone Pay:
No zone pay established.

Truck drivers include but are not limited to:

Combination Truck and Concrete Mixer and Transit Mixer;
Dry Batch Trucks; Distributor Driver; Dumpman; Dump
Trucks and similar equipment; Dumpster; Flat Trucks;
Lumber Carriers; Lowboys; Pickup; Powder Truck Driver;
Power Boom; Serviceman; Service Truck/Fuel
Truck/Tireperson; Truck Mechanic; Trucks with Power
Equipment; Warehouseman, Partsman, Cardex and
Warehouse Expeditor; Water Trucks.

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SECTION 01030
SPECIAL PROVISIONS

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The following Special Provisions include additional requirements that are specific to this project. In case of a conflict, the hierarchical order of precedence shall be as listed in MPWSS, Section 01010, Article 1.2.D, as modified by the City of Billings Standard Modifications.

SP-1. PROJECT SCHEDULE & COORDINATION

The requirements of this Special Provision shall supplement Section 01041 of MPWSS.

A. General

1. The Contractor and any critical subcontractors performing work must attend or be represented at construction coordination meetings scheduled by the Owner throughout the project. Submit a supplemental "look ahead" Project Work schedule at each construction coordination meeting. Include the following information in the supplemental "look ahead" Project Work schedule.
 - Identify the sequencing of activities and time required for prosecution of the Work.
 - Provide for orderly, timely, and efficient prosecution of the Work.
 - Contain sufficient detail to enable both the Contractor and the Engineer to plan, coordinate, analyze, document, and control their respective Contract responsibilities.
 - The locations of each activity that will be done, including the limits of the Work by block or other indicators.
 - All anticipated shoulder or lane closures.
 - Show at least 3 weeks of activity, including the week the schedule is issued.

B. Work Hours

The schedule for this project shall be figured on the basis of the Contractor working up to 10 hours per day, 5 days per week (Monday through Friday, excluding observed legal holidays). The Contractor's operations shall be scheduled such that critical activities are performed between 7:00 AM and 6:00 PM. The Engineer's Resident Project Representatives (RPRs) are scheduled for up to 10 hours per day (50 hours per week) only. Critical activities shall not be performed without an RPR on site or without the prior consent of the Engineer.

C. Calendar & Duration Constraints

The irrigation ditch and pipeline typically operates between April 15th and November 15th annually. Irrigation pipeline modification work will be performed during the normal irrigation season and the Lockwood Irrigation District has agreed to delay the start of the irrigation until construction on the pipeline is complete. The delay to the start of irrigation season needs to be reduced to the extent possible and coordinated with the District and the Engineer. Complete irrigation pipeline modification work no later than June 15, 2025 unless otherwise approved by the Engineer and Irrigation District.

Yellowstone County will complete clearing work within the anticipated limits of disturbance prior to April 15, 2025, no clearing work is anticipated to be performed by the Contractor. Any unforeseen clearing work will need to be performed outside of the nesting season, between August 16 and April 15, and when no active nests are present, as required by the Migratory Bird Treaty Act of 1918. Remove only those trees and shrubs in direct conflict with the work and construction limits. When possible, do not remove, but trim trees and shrubs as necessary for equipment access and construction activities.

D. Notice to Proceed

This project will have an expedited Notice to Proceed. The awarded Contractor is required to submit the required bonds and insurance certificates no later than 5:00 PM on May 23, 2025. The Notice of Award is expected to be issued on or before May 27, 2025. The project preconstruction meeting is scheduled for Friday, May 30th at 10:00am. The Contractor shall be prepared to receive Notice to Proceed and begin work on or before June 2, 2025 to meet the calendar constraints included in the Contract. With this in mind, the Contractor shall submit a preliminary project schedule, including their best estimate of construction dates and the order of work, at or before the preconstruction meeting for Owner and Engineer approval.

E. Stakeholder Coordination

1. Private Utilities: Call for utility locates prior to starting work per MCA 69-4-503. Coordinate all construction activities with any utility owners for the moving, crossing, bedding, support, or reinstallation of services, poles, mainlines, and their appurtenances. DOWL coordinated with the private utility owners during the design phase, and all companies know the proposed Work. Coordinate the construction timing with the respective utility owner. The local contacts for the utility owners that were contacted during plan development are:

<u>Utility Company</u>	<u>Local Contact</u>	<u>Phone #</u>	<u>Email</u>
Lockwood Water and Sewer	Mike Ariztia	(406)259-4120	mikea@lockwoodwater.com
YVEC	Donovan Ferrin	(406)348-4035	dferrin@yvec.com
Charter	Danny Barham	(406)200-7708	Danny.Barham@charter.com
Lumen	Nicholas Dyce	(406)417-3257	nicholas.dyce@lumen.com
Montana-Dakota Utilities	Dale Nafts	(406)860-3387	dale.nafts@mdu.com

2. Businesses: Coordinate with all adjacent and nearby business owners regarding their general business operations, hours of operation, public access needs, delivery access needs including truck turning capabilities and clearance needs, and other pertinent details that may be impacted by construction work. The Contractor is required to reasonably accommodate business needs that are essential to the business's operations.
3. Irrigation Pipeline Coordination and Modification: Provide notice to Lockwood Irrigation District of the anticipated schedule of construction activities related to the irrigation work prior to the start of construction. The contact for information for the irrigation district is as follows:

Lockwood Irrigation District
 Carl Peters, Manager
 PO Box 3292, Billings, MT 59103
 Office: 406-252-5059
 Cell: 406-671-4633
carlpeters2@gmail.com

F. Notifications

1. Public Notices: Distribute a written notice to affected properties at least one week prior to construction to notify the residents and business owners of temporary disruption during construction. The notice shall cover, at a minimum, the Contractor's name and contact information; the date that construction will begin; daily access expectations, including instructions regarding where to park vehicles; and safety information. Provide notifications to all addresses on either side of the project corridor, including all multi-family residences and

secondary residences that may only have access from the alley. Submit the completed notice to the Engineer for approval prior to distributing.

SP-2. FIELD ENGINEERING

The requirements of this Special Provision shall supplement Section 01050 of MPWSS as modified by the City of Billings Standard Modifications.

A. Construction Staking

The Engineer shall set construction stakes to give the Contractor general measurements, lines, locations, and grades necessary for construction of the project features. Staking shall include centerline locations and offsets for the principal components of the work and intermediate points at approximately 100 ft between principal components.

From the information provided by the Engineer, develop and make all detailed surveys necessary for construction within the tolerances specified, such as laser control for pipeline installation or other line and grade establishment techniques acceptable to the Engineer. Maintain survey notes in a neat and legible format, which shall be available to the Engineer upon request. All materials, equipment, and labor required for the Contractor's detailed surveys shall be at the Contractor's expense.

Protect all of the Engineer's benchmarks and construction stakes from damage or removal. Stakes destroyed or removed by the Contractor shall be replaced by the Engineer at the Contractor's expense. The Engineer's re-staking costs shall be billed to the Owner and then deducted from payments due to the Contractor.

Notify the Engineer in writing, at least 72 hours in advance of the time needed, with all staking requests. All staking requests shall be provided on the form attached to these Special Provisions.

SP-3. SUBMITTALS

The requirements of this Special Provision shall supplement the General Conditions and Section 01300 of MPWSS, as modified by the City of Billings Standard Modifications.

A. General

Provide all submittals required by the Contract Documents, including but not necessarily limited to:

The Engineer reserves the right to require submittals in addition to those identified below.

Submittal ID	Specification Section	Submittal Name	When to Submit
00830-1	00830	Certified Payrolls	Weekly upon commencement of construction
01010-1	01010	Use of Premises Authorization (if applicable)	Prior to use
01030-1	01030	List of Construction Equipment and Rates	At or before pre-construction conference
01030-2	01030	List of Subcontractors & Suppliers	At or before pre-construction conference
01030-3	01030	Haul Routes	Prior to performing hauling
01030-4	01030	Garbage Collection Plan	At or before pre-construction conference
01030-5	01030	24-HR Contact List	At or before pre-construction conference
01030-6	01030	Storm Water Discharge Permit	Prior to commencing work
01030-7	01030	Construction Dewatering Permit (if applicable)	Prior to commencing work
01030-8	01030	Contractor Obtained Permits	Prior to commencing work
01030-9	01030	Dewatering Plan (if applicable)	Prior to commencing work
01030-10	01030	Notification of Property Owners & Businesses	Prior to commencing work
01030-11	01030	10" PVC Pipe Product Data	At least 3 days prior to procurement
01030-12	01030	Detectable Warning Tiles Product Data	At least 2 weeks prior to procurement
01030-13	01030	Fence Post Product Data	At least 2 weeks prior to procurement
01570-1	01570	Traffic Control Plan	At or before pre-construction conference
01700-1	01700	Record Drawings	Within 30 days after substantial completion
01700-2	01700	Post Construction Maintenance Personnel	Within 30 days after substantial completion
02114-1	02114	Sign Post Product Data	At least 1 weeks prior to procurement
02114-2	02114	Sign Shop Drawings	At least 1 weeks prior to procurement

Submittal ID	Specification Section	Submittal Name	When to Submit
02221-1	02221	Pipe Bedding Product Data	At least 3 days prior to procurement
02221-2	02221	Imported Backfill	At least 3 days prior to procurement
02235-1	02235	Crushed Base Course	At least 1 weeks prior to procurement
02235-2	02235	Surfacing Course	At least 1 weeks prior to procurement
02510-1	02510	Type B-Mod Asphalt	At least 1 weeks prior to procurement
02910-1	02910	Seed & Mulch Product Data	At least 2 weeks prior to procurement
02960-1	02960	Sod Product Data	At least 2 weeks prior to procurement
03310-1	03310	M-4000 Concrete Mix Design	At least 2 weeks prior to procurement

B. Process and Format

1. Unless otherwise required in an individual specification section, make all submittals electronically using Newforma InfoExchange™. Newforma InfoExchange™ is a web-enabled server that enables project team members (both internal and external to the host) to easily and securely exchange project files using a website. It provides email notifications, reminders, a history log, and all other necessary submittal handling features. The Engineer will host the site and provide the Contractor with all necessary access and processing information at the pre-construction conference or at such earlier time as required to transmit initial submittals.

SP-4. BUILD AMERICA, BUY AMERICA (BABA)

Furnish construction materials manufactured in the United States. Construction materials include articles, materials, or supplies that are or consist primarily of:

- Non-ferrous metals.
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables).
- Glass (including optic glass).
- Fiber optic cable (including drop cable).
- Optical fiber.
- Lumber.
- Drywall, and
- Engineered wood.

Construction materials exclude cement and cementitious materials, aggregates including stone, sand, or gravel, or aggregate binding agents (e.g., asphalt binder) or additives (e.g., polymer modifiers and admixtures).

Manufacturing processes for the construction material must occur in the United States. Manufacturing processes for each of the bulleted construction materials above are defined in 2 CFR 184.6 and are summarized below.

- a) Non-ferrous metals: Initial smelting or melting through final shaping, coating, and assembly.
- b) Plastics: Initial combination of plastic, polymer-based, or composite materials until the item is in its final form.
- c) Glass: Initial batching and melting, annealing, cooling, and cutting.
- d) Fiber Optic Cable: Initial ribboning, buffering, and fiber stranding and jacketing.
- e) Optical Fiber: Initial preform fabrication through completion of draw.
- f) Lumber: Initial debarking, treatment, and planing.
- g) Drywall: Initial blending of gypsum, cutting, and drying of sandwiched panels.
- h) Engineered Wood: Initial combination of constituents until item is in its final form.

BABA preference applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to a project. It does not apply to tools, equipment, and supplies brought to the construction site and removed at or before the completion of the project (e.g., temporary aluminum scaffolding). Buy America preference does not apply to equipment and furnishings that are used at or within the finished infrastructure project but are not permanently affixed to the structure (e.g., movable chairs, desks, or computer equipment used at or within the project but are not integral or permanently affixed to a structure).

2 CFR 184 applies to all construction materials on projects receiving federal financial assistance funds. Submit Form MDT-MAT-407, "Manufacturer's Certificate of Compliance," for every material identified as a construction material in the Department's Materials Manual Section MT 601 furnished to the project. For all other materials, documentation will be required upon request. Do not incorporate construction materials into the project until all required documentation is submitted to the Department. Ensure that suppliers and manufacturers understand the BABA and contract requirements to supply the required documentation.

The Department will not accept items installed until all supporting documentation has been reviewed and is found to be in accordance with the contract requirements. Insufficient or unavailable documentation or documentation showing products containing construction materials of foreign origin are grounds for removal and replacement at the contractor's expense.

The Department has designated contract materials as "construction materials" by their respective 9-digit material codes in section MT 601 of the Montana Materials Manual. However, the Department recognizes there will be situations where a product or material may not fit the designation indicated in section MT 601. In these cases, submit documentation demonstrating or justifying the supplier or manufacturer's position that their specific item has been misclassified to the Project Manager at least 10 business days in advance of installation. The Department, in conjunction with FHWA, will review the submitted documentation and decide as to how that specific product or material will be classified. These determinations will be final and will require the appropriate necessary documentation as defined above.

The US DOT has found that it is in the public interest to issue a waiver of BABA's domestic preferences in certain situations. For Construction Materials, the domestic preference may be waived if the total value of non-compliant material is under \$1,000,000 or 5% of the total applicable project costs, whichever is less. Submit actual individual material costs, minus manufacturing costs outside the defined manufacturing processes outlined above, along with justification in the form of invoices, bills of lading, or other appropriate documents to the Department if requesting the waiver.

The above waiver does not apply to iron and steel, and the existing de minimis standard for iron and steel under 23 CFR 635.410(b)(4) continues to apply.

Projects with a total contract value of \$500,000 or less are exempt from all domestic preference regulations, including steel and iron.

SP-5. CONTRACTOR QUALITY CONTROL AND OWNER QUALITY ASSURANCE

The requirements of this Special Provision shall supplement Section 01400 of MPWSS, as modified by the City of Billings Standard Modifications.

A. Definitions

1. **Quality Control:** Planned and specific actions or operations necessary to produce a product that complies with the Contract Documents. Quality Control consists of actions, inspections, sampling, and testing necessary to ensure the Work is in compliance with the Contract Documents and to control production and construction processes. Quality Control is keyed to the construction sequence to quickly determine when the Work is out of compliance with the Contract Documents and to respond to correct the situation and bring the Work into compliance. Quality Control is the responsibility of the Contractor.

2. Quality Assurance: Planned and systematic observations, testing, and actions to verify that the Work complies with the Contract Documents. Quality Assurance includes oversight of the Contractor's Quality Control, verifying the results of the Contractor's testing and additional assurance sampling and testing. Quality Assurance may not be adequate for the Contractor's production and placement needs. The Owner or Engineer will provide Quality Assurance.

B. Submittals

1. Quality Control Plan: At the preconstruction conference, submit a Quality Control Plan defining the program and the documentation proposed to ensure that all materials and work conform to the Contract Documents. The plan shall identify personnel, procedures, control, tests, frequency of tests, and records and forms to be used.
2. Test Records: Submit records of all tests to the Engineer within 24 hours of the testing. The Quality Control laboratory shall notify the Contractor and the Engineer promptly of any irregularities or deficiencies observed in the Work during performance of the Quality Control testing.

C. Cooperation

All soil samples obtained for the purpose of determining a proctor value for use in Quality Control must be split, and half of the sample shall be provided to the Engineer. If a sample is obtained and the Engineer is not provided with a split of the material, the test results of the material in question will be unacceptable. Provide adequate notice to the Engineer's representative so that they may be present to collect the sample.

SP-6. CONSTRUCTION AND TEMPORARY FACILITIES

The requirements of this Special Provision shall supplement Section 01500 of MPWSS, as modified by the City of Billings Standard Modifications.

A. General

1. Confine construction activities within the limits of the public right-of-way, established utility easements, and construction staging areas.
2. The responsibility for security, protection, and safekeeping of equipment and materials at or near the project site will be entirely that of the Contractor, and no claim shall be made against the Owner by reason of any act of another.
3. All project streets and adjacent access roads shall be kept free and clear of all mud, gravel, debris, etc., during the project. There will be no additional payment to the Contractor for the cleaning and sweeping of any roads.
4. Temporary service shall be provided by the Contractor during any period when utility lines are disturbed unless the Contractor makes other arrangements with the utility users and owners that are satisfactory to said users and owners. Service of existing utility lines, if interrupted, shall be restored as quickly as possible.
5. Any construction water required for the compaction of backfill, subgrade, and surfacing courses; paving; cleanup; or any other construction related work shall be supplied by the Contractor at their own expense.

SP-7. TEMPORARY CONSTRUCTION TRAFFIC CONTROL

The requirements of this Special Provision shall supplement Section 01570 of MPWSS, as modified by the City of Billings Standard Modifications.

A. General Requirements

1. Intent: This Special Provision outlines the basic temporary construction traffic control strategy. The basic strategy described herein is not intended to cover every situation that may arise in the field as a result of the Contractor's operations or otherwise. It is the duty of the Contractor to coordinate and cooperate with the Owner if adjustments are required or desired.
2. Drawings: Use the City of Billings Standard Modification Drawings for all temporary traffic control layouts.
3. Submittals: All traffic control permit submittals or other traffic control notifications to Owner shall be made at least two weeks prior to the beginning of setup and/or disruption of traffic. Old Hardin Road is classified as a "Minor Arterial" with an ADT of 4,500 vehicles per day. All project side streets are classified as "Local Streets" with an ADT less than 500 vehicles per day.

B. Work Methods and Special Considerations

1. Daily Review: Perform a comprehensive field review of all traffic control setups and individual signs and devices on a daily basis, including weekends. Immediately correct any deficiencies that are identified during this review or that may be identified at any time by the Owner, Engineer, or RPR.
2. Coordination: Schedule work to minimize inconvenience to the traveling public, adjacent property and business owners, and to minimize interruptions in utility service. Minimize disruptions to mail delivery, garbage collection, emergency service operations, and school bussing; coordinating disruptions with the appropriate service.
3. Access: Maintain and coordinate proposed temporary access with business and property owners in advance of disruption of the existing access. Use business access signage to guide traffic to affected businesses if any normal access is blocked. Notify all residents at least 48 hours in advance of any access restrictions for individual approach or street closures. Notify all businesses at least 3 days in advance of any access restrictions for individual drive approach or street closures. Schedule work such that individual drive approach closures last no more than a single shift.
4. Pedestrians: At all times during construction, maintain pedestrian traffic control in addition to vehicular traffic control. If closures of pedestrian routes are required, ensure the necessary pedestrian traffic control is in place to warn, guide, and direct pedestrian traffic per ADA requirements. When construction is not active during hours of darkness and during extensive temporary shutdowns, place a pedestrian barrier fence around all open trenches, excavations, equipment, materials, and other obstructions to prohibit pedestrian entry. Utilize pedestrian barrier fence as manufactured by Carsonite, or approved equal.
5. Traffic Lanes & Devices: Maintain two-way traffic on Old Hardin Road at all times unless otherwise approved through a traffic control permit. Lane drops and lane shift tapers shall be 10:1 or flatter. Tangent traveled-way segments between successive tapers for lane drops shall be a minimum of 100 feet in length. Ensure that all temporary traffic routing of vehicles provide for the adequate movement of emergency vehicles, and single unit delivery trucks at a minimum at all times. Ensure that all lane widths are a minimum of 11 feet (clear of channelization devices and/or face of curb).

When channelization devices are used to direct traffic during hours of darkness, channelization devices must include reflective tape in a condition that is acceptable in accordance with MUTCD. Construction beacons are required on Type III barricades for road closures. Place all traffic control devices within public right-of-way. Mount traffic control signs on portable sign supports or on posts. Luminaire standards may be used where the location is suitable.

6. Parking: The Contractor shall coordinate with each owner or resident to move their vehicles temporarily as necessary for construction. Ensure there is adequate parking for each landowner within one block of their residence. Provide additional assistance to help seniors and those with disabilities park next to their residence.
7. Flaggers: All flaggers used on the project shall be certified.

SP-8. CONTRACT CLOSEOUT

The requirements of this Special Provision shall supplement Section 01700 of MPWSS.

A. Post-Construction Maintenance Personnel

Submit plans for maintenance of the project during the warranty correction period and name the individual who will have the power and responsibility to act for the Contractor in this regard.

SP-9. MEASUREMENT AND PAYMENT

This Special Provision shall supersede and replace the methods of measurement and bases of payment described in the various sections of MPWSS, unless otherwise designated below.

A. General

1. Refer to the City of Billings Standard Modifications, Section 00900, Article 3 for general measurement and payment requirements.
2. For certain items on the Bid Form, additional quantities may have been added to the actual takeoff quantities from the Drawings to account for unknown underground conditions.
3. Unless otherwise specified for a particular item, payment for lump sum (LS) bid items shall be based on the percent of construction completed for each item.

B. Measurement & Payment Items

1. Item 01 – Mobilization / Demobilization (LS): See City of Billings Standard Modifications, Section 00900, Article 4.
2. Item 02 – Taxes, Bonds, Insurance (LS): See City of Billings Standard Modifications, Section 00900, Article 5.
3. Item 03 – General Requirements (LS): Measurement and payment for this item shall be made on a lump sum basis. This item shall consist of coordination and scheduling; field engineering; submittals; quality control; construction and temporary facilities; site safety; permitting; product shipment, handling, storage, and protection; manufacturer's services and operation and maintenance manuals; record drawings; disposal of waste materials off-site; final cleanup; and contract closeout. Payment shall be made at the contract lump sum price bid and shall constitute full compensation for all labor, equipment, tools, and incidentals necessary to complete this item.
4. Item 04 – Construction Traffic Control (LS): See MPWSS, Section 01570, Part 4.

5. Item 05 – Permitting Obligations (LS): Measurement and payment for this item shall be made on a lump sum basis. This item shall consist of all required permit and license applications, notices, renewals, and terminations, including all associated fees; Storm Water Discharge General Permit and storm water pollution prevention plan (SWPPP) requirements; erosion and sedimentation control (ESC) measures; and construction best management practices (BMP). Payment shall be made at the contract lump sum price bid and shall constitute full compensation for all labor, equipment, tools, and incidentals necessary to complete this item. Fifty percent of the lump sum amount will be paid on the first pay application after receipt of verification that, permit and license applications and fees have been submitted to the appropriate agencies and copied to the Engineer. The remaining fifty percent of item shall be pro-rated based on the percent of construction completed.
6. Item 06 – Excavation Above Subgrade (CY): See MPWSS, Section 02230, Part 4.
7. Item 07 – Embankment in Place (CY): See MPWSS, Section 02230, Part 4.
8. Item 08 – Relocate Mailbox (EA): This item shall be measured by the actual number of mailboxes permanently relocated to accommodate project work, where shown on the Drawings. Any surface restoration required for relocation shall be considered incidental to this bid item. Payment shall be made at the contract unit price bid per each and shall constitute full compensation for mailbox removal; protection from damage; installation in the new location, to be coordinated with the Engineer or RPR; furnishing and installing concrete anchor and other required base materials, including any fasteners; backfill and compaction; and all labor, equipment, tools, and incidentals necessary to complete this item.
9. Item 09 – Remove Sign Assembly (EA): Traffic sign assemblies, including sign panel, sign support, and sign support foundation, designated for removal are measured and paid for the number of sign assemblies removed. Price includes all materials, equipment, tools, labor, and incidentals necessary to complete the removal and salvage the signs, store and reinstall or deliver salvaged signs as required to the Owner. If two or more signs exist on one post, they are defined as one sign assembly for payment purposes. Payment includes restoration of the disturbed area "in kind" unless further improvements are to be constructed at that location.
10. Items 10 – Concrete Sidewalk, 6" (SY): This item shall be measured by the square yard of concrete installed at the designated thicknesses. Measurement shall include any curb and/or gutter that is poured integrally with ramps. Payment shall be made at the contract unit price bid per square yard and shall constitute full compensation for saw cutting to neat lines; additional compaction of backfill material; furnishing and compacting all base courses as specified; furnishing and installing all dowels and reinforcement, adjusting any curb boxes or valve boxes located within the footprint of sidewalk placement, if required; furnishing, placing, finishing, jointing, and curing all concrete; furnishing, placing, compacting, any asphalt restoration required, matching grade/blending to existing driveway connections; and all labor, equipment, tools, and incidentals necessary to complete these items.
11. Item 11 – Detectable Warning Panel (SF): This item is measured and paid per square foot of panel furnished and installed as shown on the plans. All materials, equipment, labor, and incidentals necessary to complete the work are included in the contract price.
12. Item 12 – Install Sign Assembly (EA): Installation of signs are paid at the contract unit price per each where price and payment will be full compensation for completing the work in an acceptable manner. The contract price for the various components and parts include concrete

for foundations, all miscellaneous hardware, new sign panels and posts as required, labor, equipment use, back bracing and other incidentals that may be required.

13. Item 13 – Remove Pipe Culvert (LF): This item shall be measured by the horizontal linear feet of culvert pipe removed. Measurement for length shall be made along the centerline of the pipe from start of removal to end of the removal section. Payment shall be made at the contract unit price bid per linear foot and shall constitute full compensation for all surface improvement removals, whether shown on the Drawings or encountered in the field; trench excavation; removal and replacement of unsuitable backfill materials; drying materials over optimum moisture, mixing excavated material with dry material, or removal of excavated material and replacement with dry material to achieve specified compaction; shoring; sheeting; dewatering; backfill and compaction; protecting or supporting existing utilities and structures; and all labor, equipment, tools, and incidentals necessary to complete this item.
14. Items 14 – Connection to Existing Irrigation Pipe (EA): These items shall be measured by the actual number of the connection sizes installed. A connection is considered the connection of a new irrigation pipe or new manhole structure to an existing irrigation pipe. Payment shall be made at the contract unit price bid per each and shall constitute full compensation for all excavation; removal and replacement of unsuitable backfill materials; backfill and compaction; bedding gravel; shoring; sheeting; dewatering; thrust blocking and additional means of thrust restraining for Contractor's convenience; furnishing and installing any required couplings; and all labor, equipment, tools, and incidentals necessary to complete these items.
15. Item 15 – 60" Manhole (EA): This item shall be measured by the numerical count of manholes installed to the depths indicated. 60" Manhole is being procured and supplied by Yellowstone County. Payment shall be made at the contract unit price bid for each manhole and shall constitute full compensation for handling and transporting of material from Yellowstone County Public Works - Road & Bridge Department, installing a basic manhole complete; base, intermediate, and top section; steps; cast iron ring and cover; joints as specified; reconnection of existing sewer lines, including couplings; trench excavation; removal and replacement of unsuitable backfill materials; shoring; sheeting; dewatering; backfill and compaction, including hand compaction; and all labor, equipment, tools, and incidentals necessary to complete this item.
16. Item 16 – Irrigation Division Box (EA): These items shall be measured by the actual number of irrigation division boxes installed, including associated gate valve. Irrigation Division Box is being procured and supplied by Yellowstone County. Payment shall be made at the contract unit price bid per each and shall constitute full compensation for all excavation; removal and replacement of unsuitable backfill materials; forming, reinforcement, misc. metal, grates, frames, aluminum channels, furnishing, placing, finishing, jointing, and curing all concrete, striping of forms, backfill; special compaction required for installation, including hand compaction; bedding gravel; shoring; sheeting; dewatering; connection of pipes; thrust blocking and additional means of thrust restraining for Contractor's convenience; required couplings; handling and transporting of material from Yellowstone County Public Works - Road & Bridge Department, installing the valves, including valve boxes, extensions, and covers; and all labor, equipment, tools, and incidentals necessary to complete these items.
17. Item 17 - 36" RCP Irrigation Pipe (LF): This item shall be measured by the horizontal linear feet of pipe installed. Measurement for length shall be made along the centerline of pipe from inside edges of manholes or to connection points. 36" RCP irrigation pipe is being procured and supplied by Yellowstone County. Payment shall be made at the contract unit price bid per linear foot and

shall constitute full compensation for all surface improvement removals, whether shown on the Drawings or encountered in the field, including saw cutting and hauling off site; trench excavation; removal and replacement of unsuitable backfill materials; drying materials over optimum moisture, mixing excavated material with dry material, or removal of excavated material and replacement with dry material to achieve specified compaction; shoring; sheeting; dewatering; backfill and compaction; handling and transporting of material from Yellowstone County Public Works - Road & Bridge Department, installing the pipe; protecting or supporting existing utilities and structures; furnishing and placing Type I pipe bedding; cleaning and testing all installed pipe; supplying and installing caps; and all labor, equipment, tools, and incidentals necessary to complete this item.

18. Item 18 - 10" PVC Irrigation Pipe (LF): This item shall be measured by the horizontal linear feet of pipe installed. Measurement for length shall be made along the centerline of pipe from inside edges of manholes or to connection points. Payment shall be made at the contract unit price bid per linear foot and shall constitute full compensation for all surface improvement removals, whether shown on the Drawings or encountered in the field, including saw cutting and hauling off site; trench excavation; removal and replacement of unsuitable backfill materials; drying materials over optimum moisture, mixing excavated material with dry material, or removal of excavated material and replacement with dry material to achieve specified compaction; shoring; sheeting; dewatering; backfill and compaction; furnishing and installing the pipe; protecting or supporting existing utilities and structures; furnishing and placing Type I pipe bedding; cleaning and testing all installed pipe; supplying and installing caps; and all labor, equipment, tools, and incidentals necessary to complete this item.
19. Item 19 – 12" Storm Drain Pipe (LF): See MPWSS, Section 02720, Article 4.2.A.
20. Item 20 – Irrigation Inlet Structure with Trash Guard (EA): This item shall be measured by each trash guard installed as designated in the project plans. Irrigation Inlet Structure with Trash Guard is being procured and supplied by Yellowstone County. Payment shall be made at the contract unit price bid for each trash guard installed and shall constitute full compensation for installation of the trash guard bracket, anchorage, inlet structure, and any associated features and hardware; trench excavation; removal and replacement of unsuitable backfill materials; drying materials over optimum moisture, mixing excavated material with dry material, or removal of excavated material and replacement with dry material to achieve specified compaction; shoring; sheeting; dewatering; backfill and compaction; handling and transporting of material from Yellowstone County Public Works - Road & Bridge Department, installing the pipe; protecting or supporting existing utilities and structures; and all labor, equipment, tools, and incidentals necessary to complete this item.
21. Item 21 – Remove Irrigation Structure (EA): This item shall be measured by each irrigation structure removed as designated in the project plans. Payment shall be made at the contract unit price bid for each irrigation structure removed and shall constitute full compensation for removal of the structure and associated features; disposal of removed materials at a proper facility; and all labor, equipment, tools, and incidentals necessary to complete this item.
22. Item 22 – Fence Removal (LF): This item shall be measured by actual length of existing fence removed as designated in the project plans. Payment shall be made at the contract unit price bid per linear foot of fence removed and shall constitute full compensation for removal of the fence, posts, any footings, and associated features; disposal of removed materials at a proper facility; and all labor, equipment, tools, and incidentals necessary to complete this item.

23. Item 23 – Fence Installation (LF): This item shall be measured by the actual length of fence installed as designated in the project plans. Payment shall be made at the contract unit price bid per linear foot of fence installed and shall constitute full compensation for the fence, posts, hardware, footings, and all associated features; excavation; removal and replacement of unsuitable materials; backfill; special compaction required for installation, including hand compaction; and all labor, equipment, tools, and incidentals necessary to complete this item.
24. Item 24 – Gravel Surface Restoration (CY): These items shall be measured by the cubic yard of gravel surfacing installed. Measurement shall be made in approach areas only. Any restoration required by the Engineer due to damage caused by the Contractor will not be measured and shall be at the total expense of the Contractor. Payment shall be made at the contract unit price bid per cubic yard and shall constitute full compensation for furnishing and installing all base course and surface material as specified; and all labor, equipment, tools, and incidentals necessary to complete these items.
25. Item 25 – Landscape Restoration (SY): This item is measured and paid per square foot of landscape restored to match neighboring landscape in concrete sidewalk or ramp removal locations limited to the demolished concrete's limits. Price and payment include full compensation for subgrade prep, topsoil, seed, sod, weed barrier, landscape rock, bark, or other approved landscape type, and all labor and incidentals necessary to complete the restoration.
26. Items 26 – Exploratory Excavation (Small Crew) (HR): These items shall be measured by the actual time, to the nearest one-half hour, which the equipment is used and authorized prior to the work or directed by the Engineer for actual exploratory excavation and backfilling operations, including standby time between excavation and backfilling. Payment shall be made at the contract unit price bid per hour, which price shall include providing the labor and equipment on-site, with operators and fueled. Where exploratory excavation is outside the construction limits, payment shall also include any compaction of the backfill required.

For the 'Small Crew' bid item, the equipment shall consist of a backhoe with a minimum size of Caterpillar 426, or equivalent, with a minimum bucket size of 1 cubic yard. Substitution of a larger machine for the Contractor's convenience will not be considered for additional payment. The labor shall consist of one laborer with shovel to assist the equipment operator in exposing the utility.

This bid item will also provide compensation for, and be applicable to (at the discretion of the Engineer), any and all miscellaneous extra work encountered during the project which is of nature consistent with the typical conditions found to be a part of bicycle and pedestrian facilities work, and which can reasonably be expected to be encountered during construction of a bicycle and pedestrian facilities project.

SP-10. PERMITS

In accordance with Article 6.08 of the General Conditions, obtain and pay for all construction permits and licenses, unless otherwise indicated below. Specific information pertaining to the required permits, but not necessarily all required permits, is included below.

SP-11. PROTECTION, PRESERVATION, AND REPAIR

A. Asphalt Pavement

Prior to commencing construction in any work area, submit to the Engineer a map and detailed written description describing the proposed local haul routes between and within the work site and any material stockpile and storage areas. A joint walk-through with the Contractor, Owner, and Engineer may be conducted to assess existing pavement conditions along all routes. Document any observable pavement deficiencies prior to construction. Confine all operations to the designated haul routes.

B. Existing Utilities

Use Type 1 bedding material and Type A trench backfill to replace material under and around exposed municipal and private utilities, including the associated compaction requirements, at no additional cost to the Owner.

SP-12. TRENCHING, BACKFILL, AND COMPACTION

A. Compaction

1. Hand Compaction: Use hand compaction equipment and/or a backhoe-mounted vibratory plate compactor around manholes and utility crossings to achieve complete and uniform compaction around the entire perimeter of vertical structures and at utility crossings. The Engineer will not recommend payment for any manhole that has not been hand compacted. Notify the RPR of all hand compaction operations to confirm compliance with this requirement.
2. Deep Excavations: Give special consideration to the compaction methods and equipment used for deep pipe installations. The methods shall be suitable for, and the equipment reach shall be capable of, compacting the deepest layers of backfill in the trench, including around vertical structures or other work items.

B. Unsuitable Backfill

1. 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 it suitable for backfill in accordance with Section 02221. All costs associated with this work shall be considered incidental.
2. 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. Imported backfill material shall meet the requirements of 3-inch minus sub-base course per Section 02234.

SP-13. IRRIGATION PIPELINES

A. General

This work consists of constructing irrigation pipelines as indicated on the plans. The requirements of this special provision shall supplement Section 02720 of MPWSS, as modified by the City of Billings Standard Modifications. 36" RCP pipe is being procured in advance and supplied by Yellowstone County. The Contractor is responsible for coordinating pick and delivery of 36" RCP from Yellowstone County Public Works Road & Bridge Department, 3319 King Ave E, Billings, MT. Coordinate time and date of material pickup with Engineer.

B. Construction.

1. Dispose of unsuitable backfill material as approved by Project Manager.

SP-14. IRRIGATION STRUCTURES

A. General

This work consists of constructing the irrigation division box procured by Yellowstone County.

B. Construction Requirements

Coordinate with the Engineer to handle and deliver Irrigation Structure procured by Yellowstone County Road and Bridge Department. Construct pre-cast division box as shown on the plans.

SP-15. REMOVE IRRIGATION STRUCTURES

A. Description.

Remove old irrigation structures (check structures, turnouts, headgates, etc.) that are no longer required for the irrigation system, as shown on the Plans.

B. Construction Requirements.

1. The existing irrigation hardware, such as valves, slide gates, checkboards, and checkboard holders, is to be salvaged for the irrigation operator. Culverts and concrete structures are not considered irrigation hardware. Coordinate removal and delivery of the irrigation hardware with the irrigation operator. The irrigation manager's contact information is provided in these special provisions.
2. The condition of the existing irrigation hardware varies from poor to good. Document the condition of the irrigation hardware prior to removal with photos, videos, and narratives. Exercise care to minimize damage during the removal of the irrigation hardware.

SP-16. STORM SEWER SYSTEM

The requirements of this special provision shall supplement Section 02720 of MPWSS, as modified by the City of Billings Standard Modifications.

A. Pipe Materials

1. Gravity sewer pipe, 10-inch: PVC (ASTM D3034, SDR 35)

SP-17. GRAVEL RESTORATION

Restore all gravel surfaces disturbed by construction activities. Gravel restoration shall include the removal and replacement of existing gravel surfacing within construction limits or as otherwise disturbed, followed by a 6-inch depth of final gravel surfacing course of 1" minus crushed base course. The gravel surfacing shall be graded to provide positive drainage.

SP-18. GRASS AND LANDSCAPING RESTORATION

A. General

Restore all disturbed grass, lawn, and landscaping areas at the project site to existing conditions, unless otherwise indicated on the Drawings.

B. Sodding

The restoration of residential, commercial, public right-of-way, or other disturbed lawn areas shall be accomplished by sodding in accordance with the City of Billings Standard Modifications, Section 02960. This requirement includes restoration of irrigation systems in accordance with the City of Billings Standard Modifications, Section 01500, Article 1.6.

C. Seeding

All other disturbed grass or unimproved areas, and non-paved or non-graveled surfaces, that do not receive sod as required above shall be seeded and hydromulched. Seeding shall be in accordance with Sections 02910 and 02920 of MPWSS.

SP-19. CONCRETE RESTORATION

The requirements of this Special Provision supplement Section 02529 of MPWSS as modified by the City of Billings Standard Modifications.

A. Pedestrian Accessibility Ramps

Install pedestrian accessibility ramps where indicated on the plans in accordance with the MPWSS requirements. The desirable width of the curb ramp is five feet. The minimum width required for acceptance is four feet. Grade the area around the ramp so water will not pool adjacent to the ramp or the landing. Notify the Engineer if PROWAG-compliant ramp grades or a 5-foot-wide ramp cannot be met. Do not pour ramp non-compliant ramps until the Engineer or Owner has reviewed the proposed ramp layout.

Provide cast iron detectable warning tiles with a depth of 2 feet that extend the full width of the ramp. Submit to the Engineer, for approval, cast iron detectable warning tile product data prior to installation.

B. Asphalt Cut-Backs

Any asphalt that is removed adjacent to concrete restoration work to allow for form placement or other reasons shall be cut back a minimum of 12 inches to allow for proper asphalt compaction. All cut-backs and any other asphalt removal and replacement to facilitate concrete work shall be considered incidental to the work and included in the total bid price. Restore any asphalt with Type B-Mod asphalt accordance with the City of Billings Standard Modifications, Section 02510, Article 2.2.1.

SP-20. RELOCATE MAILBOXES

The requirements of this Special Provision supplement Section 02114 of the MPWSS as modified by the City of Billings Standard Modifications.

A. Relocate Mailbox

Remove and relocate any existing mailboxes designated in the project plans. Remove the entire mailbox assembly, including the mailbox, post, and associated foundation. Salvage mailboxes and posts and install at new location designated in the Drawings. Install new foundations, if required, using M-4000 concrete meeting requirements outlined in section 03310 of the MPWSS as modified by the City of Billings Standard Modifications, or an approved equal.

SP-21. REMOVAL AND INSTALLATION OF SIGNS

The requirements of this Special Provision supplement Section 02114 of the MPWSS as modified by the City of Billings Standard Modifications. This special provision describes requirements for removal and installation of within the project limits.

A. Existing Sign Removal

Remove any existing signs designated in the project plans. Remove the entire sign assembly including the sign, sign post, and associated foundation. Salvage aluminum signs and deliver to the Owner. Coordinate with the Engineer for delivery location. The Contractor is responsible for disposal of remaining portions of the sign assembly.

B. New Sign Assembly

Submit to the Engineer, for approval, shop drawings for each new sign design. All new signs will be aluminum reflective sheeting XI.

Submit to the Engineer, for approval, shop drawings, and product data for the new signposts. Posts to be square perforated tubular steel. Include sign-mounting hardware product data in the submittal package. Sign foundations shall be placed using M-4000 concrete meeting requirements outlined in section 03310 of the MPWSS as modified by the City of Billings Standard Modifications, or an approved equal.

SP-22. ROOT TRIMMING, TREE TRIMMING, AND TREE REMOVAL

This special provision describes requirements for trimming or removing trees within the project limits as identified by the Contractor or directed by the Engineer.

A. Construction Requirements

1. Take care when excavating or working near existing trees. Comply with the ANSI A300 for tree care practices. Replace dead trees caused by this project's construction activities with a tree of equal species and size.
2. Notify the Engineer of trees or shrubs in conflict with the Work before commencing work at a particular site. Develop and present a plan to trim or remove the tree for Engineer approval, including contacting the adjacent property owner. Do not begin site preparation until tree or bush trimming activities are completed and approved.
3. If tree roots over 6 inches in diameter are exposed or damaged, hire a professional arborist to trim the roots. If existing trees need to be cut back due to either the proximity of the Contractor's equipment or direct conflict with proposed improvements (i.e. signs, traffic signals), hire a professional arborist to trim trees. By education and on-the-job training, professional arborists are familiar with the techniques and hazards of the work.
4. Trimming should maintain a tree-like form typical of the species of the tree being trimmed. In lifting the bottom branches of trees for clearance, care should be given to the symmetrical appearance of the entire crown. "V" shaped tree branch unions should be pruned out when possible. "U" shaped branch unions are preferred. Make final cuts sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub. Trim trees 11 feet above the sidewalk, and trim bushes back to within one (1) foot of the property line.

SP-23.MISCELLANEOUS

A. Excess Material

Any excess material generated from construction activities, and any other non-salvaged materials removed from the project, shall become the property of the Contractor and shall be hauled off site and legally disposed. This shall be considered incidental to the work and included in the total bid price.

END OF SECTION 01030

B.O.C.C. Regular

Meeting Date: 04/22/2025

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS - Road & Bridge - 1 Appointment; District Court - 1 Termination

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

PARS

APR 13 2025

 Employer logo

Hire/Personnel Action Form

Employee Information

Employee
Steven Halsey

Hire Information

Position Details	Hire Req#	Job Type
Equipment Operator II (E/F) (4025)	202500298	Full-Time Regular
Person ID	Job Class	Pay Rate
61928098	Equipment Operator II (E/F)	\$26.00
Department	Job Class#	HireDate
Public Works	4025	4/16/25
Division		
Road		

Comments

2110.401.430200.111 replace Robert Stinson promo from Operator I

Approvals

HUMAN RESOURCES	Dwight Vigness	4/15/25 7:59 AM
FINANCE	JENNIFER JONES	4/15/25 8:01 AM

Commissioners Action
Approve Disapprove

Chair	<u>MM</u>	_____
Member	<u>MSW</u>	_____
Member	<u>PD</u>	_____

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

APR 1 2025

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Brooklyn Brisco Effective Date: 4/25/2025
Current Title: Deputy Clerk Gr. C Salary \$ 18⁰³
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

Regular Full Time: ☒
Regular Part Time: _____
Temp Full Time: _____
Temp Part Time: _____
Seasonal Hire: _____
Replaces position _____
Name _____
New Budgeted Position _____
Other: _____

Funding: 1000 - 221 - 410330 - 111 Percent 100 New Account _____
Percent _____ Split Account _____

[Signature]
Elected Official/Department Head

Date 4/11/2025

Section 2

Human Resources:

Finance:

Note: _____
[Signature] 4-16-25
Director Date

H.R. Comments: _____

Commissioner's Action
Approve _____ Disapprove _____

Chair MM
Member [Signature]
Member [Signature]

Date entered in payroll _____
Clerk & Recorder - original
Human Resources - canary
Auditor - pink
Department - goldenrod

B.O.C.C. Regular

Meeting Date: 04/22/2025

Title: Board Minutes

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Board Minutes - Lockwood Irrigation District Board Minutes - March 2025

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Lockwood Irrigation Board Minutes

Meeting Minutes:

March 19, 2025

The March meeting of the L.I.D. was held at the Lockwood Water and Sewer District office, at 1644 Old Hardin RD. The board members present were Terry Seiffert, Brent Kober, Bob Riehl by telephone, Manager Carl Peters and Secretary/Treasurer, Angela Watson. Steve Nave, Dick Hoke, and Taylor Kasperick from Performance Engineering were also present.

The meeting was called to order at 7:00 PM by Terry Seiffert. February 19, 2025, meeting minutes were reviewed, a motion was made by Bob Riehl, seconded by Brent Kober to approve the February 19th minutes, motion carried.

Public Comment:

New Business

1. **Bond** : \$1,389,000.00 deposited 12-17-24 into fund 7285. Invoices from Watertronics, Performance Engineering and Askin Construction are submitted to Yellowstone County Finance Department for payment. The 8038-G Tax exempt form was received by the IRS. The bond account receives interest which has accumulated to over \$5,000.00, and Anna Miller of the DNRC said that this can be applied to the project.
2. **PH Rehab Project:** Taylor Kasperick of Performance Engineering explained that the potential change orders from Askin Construction were written with subtotals of all options which are misrepresented on the two Potential Change Orders for fencing and canopy installations. The actual cost would be the total number of each line item multiplied by 1.18%, 15% for marking up and 3% for taxes, bonds, and insurance. Taylor says the District has some time to decide on the PCO's because these items will not be installed until fall. If the District were to hire a contractor of their own to install the canopy and fence, then the District would save the 15% mark up. Jares would be installing the fencing and WMK would be the contractor for the steel canopy. The electronics will be enclosed within a weather-proof cabinet. The BNSF application and \$1,500.00 non-refundable application fee were received by BNSF on March 7, 2025, via priority proof of delivery mail but there is still no response to the Manager or to Taylor Kasperick. Taylor spoke with Askin Construction, and they are planning to start next week after a preconstruction meeting. Askin plans to get the wet-well in this spring and has submitted their dewatering plan to the DEQ. The existing pump station is in the Lockwood Solvent super fund boundary, but it was determined it is far enough away from the plume to avoid sampling requirements.
3. **MDT Johnson Lane Project:** No Update
4. **OHR Sidewalk Project:** 420' of 36" RCP in the 60' canal east of Rykken Circle. Mid-April construction-Logan McIsaac Yellowstone County Public Works Manager.
5. **2025 Contract Water:** There are only three or four multi-acre lots up above the 100' canal that are out of our district and are not paying enough to water that much property. In addition, properties outside of the district are not obligated to pay toward the new pump station bond. The letter last year stated that users with multiple acre lots would see a substantial increase in their contract amount in 2025. Terry Seiffert asked the Manager how he determines if the lot is over a half-acre. The Manager responded with Google Earth. The Manager mentioned that Hysham Irrigation meters their ditch water. Bob Riehl asked how extensive the meters are, and the Manager said he would have to investigate that further. The meter would be installed at the expense of the property owner. The Secretary will bring the Contract Water Users Tracking Spreadsheet from the last two years to see which properties have been paying and decide on whether to pull their pump this year or not.
6. **Proposed 2025 O&M Budget:** The Manager is including a 4% raise for the Manager and the Secretary this year. The other item was the employee internet expense and the 6 month study on use of email showing 71% district business to determine a reimbursement amount along with the Century Link account located at the pump house. Terry Seiffert mentioned that there should be another income account for headgate replacements under

special assessments. The 2025 Proposed budget was reviewed, a motion to approve the proposed budget was made by Brent Kober and 2nd by Bob Riehl, motion carried.

7. **Required Audit:** The 2024 AFR (Annual Financial Report) to the State of Montana Local Government Services Bureau is required by 6/30/25 and because of long-term debt of our \$1.7 million bond, it requires an audit but no fee. The Manager has been speaking with local accounting firms and only two smaller firms showed any interest in doing Lockwood Irrigation's audit. The Manager says that he did not include that amount in the budget, and it could cost more than \$20,000.00. The Manager is going to request an extension on the deadline for the audit. Bob Riehl suggested that we get the extension and include it in next year's budget along with a rate adjustment. Brent Kober mentioned the League of Cities and Towns and they have many resources available to help with things like an audit. The Manager says that there is a \$5,000.00 line item in the bond to cover an audit.

Old Business:

1. **LID-LWSD Water Rights:** nothing new
2. **2014 LID Rate Update 2019:** On Hold

Manager's Report:

Pump start date Tuesday May 27, 2024. The same maintenance crew will return this year in April. The property owner from 2535 Rockwood called about a tree in the canal, 1727 Canary, and 1548 Rosebud are going to have tree removal done by Melle's Tree Service. The Manager is having issues with the security cameras down at the pump station. The wood floor of the 12' trailer needs to be replaced. Possible closed system for the six properties on Wanda Ln. The District would supply the pipe. The other bad area is on the 60' canal between Cherry St and Maier Rd and there are four or five area property owners so the Manager would like to send them a letter after meeting with a tree cutter to get an idea of the cost and see if the property owners would be willing to contribute. The letter in response to Steve Nave's letter for a request for information has been postponed until the Manager and Terry Seiffert can generate it. Wright's weed control was contacted to spray the cattails in the canal, but no line amount was in the proposed budget. The Manager will also need to get a bid on the shotcrete for 3631 Spotted Jack Loop S. this amount is included in line item 422 in the budget. The manager did not include the increase in district insurance because it is being reviewed by the insurance agent. The Manager also asked our agent if we had a siphon blowout would it be covered by our insurance. The property owner at 2047 Dickie would like the district to fix the pipe that leads to the pond at the end of the 100' canal but it has not been a priority because of all the other repairs and maintenance of the rest of the canal.

Secretary's Report:

The February financial reports included \$1,650.53 deposited into reserve fund 7284, which is the last of the FEMA reimbursements, were reviewed, a motion for approval for the January and February Financials was made by Brent Kober, Bob Riehl 2nd, motion carried. With no further business, a motion was made to adjourn by Brent Kober, 2nd Bob Riehl, the meeting was adjourned at 8:12PM. The next board meeting will be on April 16th, at 7:00 PM, located at the Lockwood Water and Sewer Office.

Respectfully submitted,
Angela Watson, Secretary/Treasurer

B.O.C.C. Regular

Meeting Date: 04/22/2025

Title: HRDC General Relief Assistance Program Quarterly Report for Quarter Ending March 31, 2025

Submitted By: Erika Guy

TOPIC:

HRDC General Relief Assistance Program Quarterly Report for Quarter Ending March 31, 2025

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

File

Attachments

General Relief Quarterly Report 3.31.25

**Yellowstone County General Relief Program
Grant Financial Report
Quarter and Year-to-Date for the Period Ending March 31, 2025**

	<u>Direct Services</u>	<u>Admin Fee</u>	<u>Total</u>
County Program Funds	\$ 82,500.00	\$ 13,750.00	\$ 96,250.00
Plus CSBG Support			-
Plus Social Security Reimbursements	-		44,714.09
Plus Interest Income	1,547.07		4,833.33
Carryover Year 1	125,010.82		125,010.82
Carryover Year 2	14,920.68		14,920.68
Current Year SSI reimbursements Carryover			
Program Funds Available	<u>223,978.57</u>	<u>13,750.00</u>	<u>285,728.92</u>
Housing-rent	5,921.50		18,971.00
Hygiene	684.00		1,900.00
Utilities, Other	654.00		3,013.45
Burial (net of refunds)	15,300.00		59,578.00
Social Security Supportive Services	-		18.00
Headstones	-		-
Total Provided Client Services	<u>22,559.50</u>		<u>83,480.45</u>
Operating Fee		<u>13,750.00</u>	<u>13,750.00</u>
Net Available for Services	<u>201,419.07</u>	<u>-</u>	<u>188,498.47</u>



7 North 31st Street
P.O. Box 2016
Billings, MT 59103
Office: (406) 247-4732
Toll Free: 1-800-433-1411
Fax: (406) 248-2943
www.hrdc7.org

HUMAN RESOURCES DEVELOPMENT COUNCIL

March 31, 2025

Yellowstone County Commissioners
PO Box 35000
Billings, MT 59107

RE: General Relief Assistance Program

Enclosed please find the program report for the quarter ending March 31, 2025.

Sincerely,

A handwritten signature in blue ink that reads "Sandie Green". The signature is fluid and cursive.

Sandie Green
Case Manager
HRDC DISTRICT 7

cc: Jennifer Jones, Finance Director
Yellowstone County
PO Box 35003
Billings, MT 59107



7 North 31st Street
P.O. Box 2016
Billings, MT 59103
Office: (406) 247-4732
Toll Free: 1-800-433-1411
Fax: (406) 248-2943
www.hrdc7.org

**HUMAN RESOURCES DEVELOPMENT COUNCIL
Yellowstone County General Relief Program
As of March 31, 2025**

Rent Assistance

Currently enrolled participants	6
Applications on the Waiting List	11
Applications Currently Pending	0
Participants closed this quarter/no longer eligible	1

Total Participants Served **18**

During this quarter, there were 117 supportive services/case management contacts.

One client was closed from General Assistance – settlement from SSA.

All of the participants have been diagnosed with chronic physical or mental health disabilities that prevent them from obtaining gainful employments and are unable to provide for their basic needs. They are all in the process of applying for Social Security Disability benefits. The qualification process for disability benefits often is very lengthy, and can exceed a year. This program provides for their basic shelter needs during this interim period during which time they have no source of income.

This program is their only resource available to provide for shelter costs. They do not have minor children and do not qualify for TANF. The public housing waiting lists are lengthy with an average waiting time of 1 year, and local non-profits are limited to the rent assistance they can provide – often only to those households with steady employment.

County Burial Assistance

During the quarter ending March 31, 2025, HRDC approved 16 requests for county burial assistance. There were no veterans who will be interned at Yellowstone National Cemetery, and eleven non veterans that will be buried at Riverside cemetery.

B.O.C.C. Regular

Meeting Date: 04/22/2025

Title: Worden Ballantine ARPA 3/2025 Report

Submitted For: Marti Burroughs, Comptroller

Submitted By: Marti Burroughs, Comptroller

TOPIC:

Worden Ballantine ARPA 3/2025 Report

BACKGROUND:

N/A

RECOMMENDED ACTION:

File

Attachments

Worden Ballantine 3/2025 Report



ARPA Water & Sewer Infrastructure Grant Program
Progress Report Form

General Information

Subrecipient Entity: Worden-Ballantine Yellowstone County W&S District
Project Title: Worden-Ballantine Yellowstone County W&S District Watter Project
Grant Agreement Number(s): AC-22-0073 & AM-22-0063
Grant Term End Date(s): 12/31/2025
Form Preparer Name: Ki-Ai McBride
Form Preparer Phone: (406) 384-7191
Form Preparer Email: kmcbride@greatwesteng.com
Reporting Period: January 1, 2025 – March 31, 2025 (Q1 2025)
Provide a beginning and end date. Example: January 1, 2024 – March 31, 2024.

Q3 2024 Report Type

- ☐ Progress Report **with** Reimbursement Request.
☒ Progress Report **without** Reimbursement Request.

Final Reports – Do not use this form. See [Progress Reports, Amendments, and Closeout](#) on the ARPA Grant Management page for instructions on how to complete your Final Report.

Required Report Attachments

Check to indicate the required attachments are included with this report.

- ☒ **Updated [Schedule Form](#) is included with this report (REQUIRED).**
The schedule form should be an accurate reflection of the status of the project, including bid and construction information. **The schedule you are attaching must be appropriate given the Grant Term End Date in the grant agreement (or executed grant amendment).**
- ☒ **Updated [Uniform Budget Tracking Spreadsheet](#) is included with this report (REQUIRED).**
Include an updated budget spreadsheet that reflects current and previous expenditures on the grant(s). The tracker should be accurate through the end of the reporting period and include all incurred expenditures for all funding sources regardless of whether a reimbursement is requested. **Attachment B – Budget in the grant agreement (or executed grant amendment) must match the current project budget you are attaching.**

Progress Reporting

1. **Grant Activities this Reporting Period (REQUIRED)**

List project tasks outlined in Attachment A – Scope of Work in the grant agreement (or executed grant amendment). Summarize activities that occurred under each task during the reporting period, including tasks with no activity. Provide an overview of progress on the overall project. Indicate tasks completed.

Example

- *Deliverable: Installation of 1900 linear feet of 8" water main. Update: Installation in 80% complete.*
- *Deliverable: Replace existing well pumps and controls. Update: No activity this quarter.*

The project will provide clean drinking water for Worden-Ballantine Water & Sewer District by developing a new water supply that will meet DEQ's nitrate level and not be under the influence of surface water. The scope of work includes the following activities:

- Construct at least four new groundwater wells that meet drinking water standards, including nitrate levels below the MCL, and remove the connection from the surface water source to the water system.
- Install a new water main crossing under the highway and railroad to provide a redundant connection between Worden and Ballantine.
- Complete necessary tank maintenance and upsize and replace water mains in the distribution system to improve water use efficiency.

This reporting period included grant administration tasks and the finalization of the bid packages. We are waiting on the district's rights-of-way and site title opinions and final approvals from DEQ and RD. Once these are received, we will be ready to move forward with bidding.

2. Problems or Concerns (REQUIRED)

Discuss any problems or concerns that have arisen (e.g., problems with the schedule, subcontractors, or budget items). Include steps underway to alleviate problems.

There are no problems to report

3. Next Reporting Period's Grant Activities (REQUIRED)

List project tasks outlined in Attachment A – Scope of Work in the grant agreement (or executed grant amendment). Summarize activities that will occur next quarter under each task, including tasks with no expected activity. Indicate tasks expected to be completed.

During Q2 2025 the project will go out to bid.

Grant Agreement Review Checklist

Review the ARPA Grant Agreement(s) and executed grant amendment(s). Respond to the questions below.

1. Review Agreement Section 2. Term – Is the Term End Date in the grant agreement still appropriate for the project?

☒ **YES** – Term End Date in the grant agreement is appropriate for the project to date.

☐ **NO or NOT SURE** – Contact your Grant Manager ASAP to explain. A grant amendment may be needed.

2. Review Grant Agreement Attachment A – Scope of Work (Tasks/Deliverables) – Do the tasks/deliverables listed in the Scope of Work in the grant agreement (or executed grant amendment) accurately reflect the project to date?

☒ **YES** – Scope of Work in the grant agreement accurately reflects the project to date.

☐ **NO or NOT SURE** – Contact your Grant Manager ASAP to explain. A grant amendment may be needed.

3. Review Grant Agreement Attachment B – Budget – Do the DNRC ARPA grant funds and matching funds in the budget in the grant agreement (or executed grant amendment) accurately reflect the project to date?

☒ **YES** – The budget in the grant agreement accurately reflects the project to date.

☐ **NO or NOT SURE** – Contact your Grant Manager ASAP to explain. A grant amendment may be needed.

Additional Report Attachments (Optional)

Attach pictures, articles, maps, or any other document related to this quarter that you would like to include in the report.

Verification of Subrecipient Concurrence

REQUIRED only if Form Preparer is not from Subrecipient Entity

Subrecipient Contact Full Name: Dan Ewen

Subrecipient Contact Title: District President

Subrecipient Contact Email: wbycoperator@nemont.net

☒ The Subrecipient Contact listed above has reviewed this Progress Report and supporting documents. The Subrecipient Contact concurs with the information provided.

Subrecipient Contact Full Name: John Ostlund

Subrecipient Contact Title: Commissioner

Subrecipient Contact Email: jostlund@yellowstonecounty.gov

☒ The Subrecipient Contact listed above has reviewed this Progress Report and supporting documents. The Subrecipient Contact concurs with the information provided.

UNIFORM STATUS OF FUNDS SPREADSHEET FOR:

DATE:

6/16/2025

Funding Source		ARPA Competitive Grant AC-22-0073				ARPA Yellowstone County MAD AM-22-0063				SRF BAN WRF-22574				RD Assessment Bond				Local Contribution - District				Total Budget			
		Budgeted	Previously Expended	Amount of Draw	Balance Remaining	Budgeted	Previously Expended	Amount of Draw	Balance Remaining	Budgeted	Previously Expended	Amount of Draw	Balance Remaining	Budgeted	Previously Expended	Amount of Draw	Balance Remaining	Budgeted	Previously Expended	Amount of Draw	Balance Remaining	Budgeted	Expended	Balance	
ADMINISTRATIVE/ FINANCIAL COSTS:																									
JPM-31 Office Costs																								\$ 3,000.00	
JPM-31 Professional Services																							\$ 37,000.00	\$ 37,000.00	
JPM-31 Professional Services		\$ 46,776.63	\$ 36,000.00	\$ 3,004.00	\$ 4,772.63	\$ 3,223.37	\$ 3,223.37		\$ -	\$ 7,884.00	\$ 24,571.95	\$ 116,687.95	\$ -										\$ 37,000.00	\$ -	\$ 37,000.00
JPM-31 Legal Costs																							\$ 12,000.00	\$ -	\$ 12,000.00
JPM-31 Audit Fees																							\$ 12,000.00	\$ -	\$ 12,000.00
JPM-31 Reference - SRF Loan																							\$ 32,004.50	\$ 32,004.50	\$ -
JPM-31 Assessment Bond Reserve																							\$ 15,000.00	\$ -	\$ 15,000.00
JPM-31 Miscellaneous																							\$ -	\$ -	\$ -
JPM-31 Interest Income																							\$ -	\$ -	\$ -
JPM-31 Bond Cost																							\$ -	\$ -	\$ -
Total Project Administrative Costs		\$ 46,776.63	\$ 36,000.00	\$ 3,004.00	\$ 4,772.63	\$ 3,223.37	\$ 3,223.37	\$ -	\$ -	\$ 7,884.00	\$ 24,571.95	\$ 116,687.95	\$ -										\$ 11,700.00	\$ 11,700.00	\$ -
ACTIVITY COSTS:																									
JPM-31 Loan Acquisition & Rights																							\$ 100,000.00	\$ -	\$ 100,000.00
JPM-31 Geotechnical Investigation		\$ 10,000.00	\$ 10,000.00	\$ -	\$ -																		\$ 10,000.00	\$ -	\$ 10,000.00
JPM-31 Geotechnical Investigation																							\$ -	\$ -	\$ -
JPM-31 DCS Inventory																							\$ 10,000.00	\$ -	\$ 10,000.00
JPM-31 DCS Inventory		\$ 10,000.00			\$ 10,000.00																		\$ 10,000.00	\$ -	\$ 10,000.00
JPM-31 Engineering (Procurement, Final Design, Bidding, CM, Post CM)																							\$ 400,000.00	\$ -	\$ 400,000.00
JPM-31 Engineering (Procurement, Final Design, Bidding, CM, Post CM)		\$ 353,900.00	\$ 238,300.00	\$ 11,351.00	\$ 103,649.00																		\$ 400,000.00	\$ -	\$ 400,000.00
JPM-31 Engineering (Procurement, Final Design, Bidding, CM, Post CM)																							\$ 303,500.00	\$ -	\$ 303,500.00
JPM-31 Engineering (Procurement, Final Design, Bidding, CM, Post CM)																							\$ 45,000.00	\$ -	\$ 45,000.00
JPM-31 Engineering (Procurement, Final Design, Bidding, CM, Post CM)																							\$ 20,100.00	\$ -	\$ 20,100.00
JPM-31 Engineering (Procurement, Final Design, Bidding, CM, Post CM)		\$ 127,000.00	\$ 7,000.00		\$ 120,000.00																		\$ 127,000.00	\$ -	\$ 127,000.00
JPM-31 Construction		\$ 1,125,000.00	\$ 301,470.00		\$ 823,530.00	\$ 3,403,967.63																	\$ 1,125,000.00	\$ -	\$ 1,125,000.00
JPM-31 Construction																							\$ 3,987,487.63	\$ -	\$ 3,987,487.63
JPM-31 Construction		\$ 322,723.37			\$ -																		\$ 322,723.37	\$ -	\$ 322,723.37
JPM-31 Construction																							\$ -	\$ -	\$ -
Total Project Activity Costs		\$ 1,677,076.63	\$ 652,822.00	\$ 11,351.00	\$ 1,053,203.63	\$ 3,403,967.63	\$ 3,223.37	\$ -	\$ -	\$ 2,403,967.63	\$ 2,403,967.63	\$ 116,687.95	\$ 161,425.74										\$ 1,125,000.00	\$ -	\$ 1,125,000.00
TOTAL PROJECT COSTS		\$ 1,677,076.63	\$ 652,822.00	\$ 11,351.00	\$ 1,053,203.63	\$ 3,403,967.63	\$ 3,223.37	\$ -	\$ -	\$ 2,403,967.63	\$ 2,403,967.63	\$ 116,687.95	\$ 161,425.74										\$ 11,700.00	\$ 11,700.00	\$ -

Phase 4-6											Phase 1-3										
Vendor's Name	OLR	Invoice or Pay Estimate Number	Invoice Date or Time Period Covered	Total Amount of Invoice	Warrant Number	Date Paid	ARPA Competitive	ARPA MAG	RD Grant	RD Rev Loan	SRF BAN (WRF 2.04)	SRF BAN (WRF 2.04)	RD Assets Loan	Local Contribution (District)	Total Amount Paid (This Invoice)						
Great West Eng (Ph 1 Bidding)	1	23009	09/18/21	\$ 1,000.00	1023	9/15/2022					\$ 1,000.00	1			\$ 1,000.00						
Great West Eng Phase 2A3 Preliminary Designs	1	23009	09/18/21	\$ 2,800.00	1023	9/15/2022					\$ 2,800.00	1			\$ 2,800.00						
Great West Eng Phase 2A3 Final Design	1	23009	09/18/21	\$ 23,800.00	1023	9/15/2022					\$ 23,800.00	1			\$ 23,800.00						
Great West Eng (Grant Administration)	1	23009	09/18/20	\$ 16,245.25	1023	9/15/2022					\$ 16,245.25	1			\$ 16,245.25						
Great West Eng (Ph 1 Bidding)	1	24003	06/21/11	\$ 1,000.00	10324	9/15/2022					\$ 1,000.00	1			\$ 1,000.00						
Great West Eng (Grant Administration)	1	24005	06/21/21	\$ 4,128.70	10324	9/15/2022	\$ 378.95	14			\$ 3,754.75	1			\$ 4,128.70						
Great West Eng Phase 2A3 Preliminary Designs	1	24003	06/21/21	\$ 9,600.00	10324	9/15/2022					\$ 9,600.00	1			\$ 9,600.00						
Great West Eng (Source Water Determination)	1	24002	07/19/21	\$ 48.00	10324	9/15/2022					\$ 48.00	10			\$ 48.00						
ERT of Bismar	1	4084	07/23/21	\$ 265.00	1003	9/3/2021					\$ 265.00	1			\$ 265.00						
ERT of Bismar	1	4086	09/23/21	\$ 266.00	1003	9/3/2021					\$ 266.00	1			\$ 266.00						
Moulton-Bellhagen PC	1	140286	01/31/21	\$ 228.00	1001	9/3/2021					\$ 228.00	1			\$ 228.00						
Moulton-Bellhagen PC	1	140284	02/08/21	\$ 370.90	1001	9/3/2021					\$ 370.90	1			\$ 370.90						
Moulton-Bellhagen PC	1	142920	06/30/21	\$ 970.00	1001	9/3/2021					\$ 970.00	1			\$ 970.00						
Great West Eng Phase 2A3 Preliminary Designs	2	24050	08/27/21	\$ 24,935.84	1006	10/18/2021					\$ 24,935.84	2			\$ 24,935.84						
Great West Eng (Source Water Determination)	2	24050	08/27/21	\$ 4,836.84	1006	10/18/2021					\$ 4,836.84	2			\$ 4,836.84						
Dorsey & Whitely LLP	2	3689970	09/08/21	\$ 17,000.00	1008	10/12/2021					\$ 17,000.00	2			\$ 17,000.00						
Moulton-Bellhagen PC	2	143063	09/31/21	\$ 684.00	1007	10/12/2021					\$ 684.00	2			\$ 684.00						
Moulton-Bellhagen PC	2	142972	07/31/21	\$ 1,111.50	1007	10/12/2021					\$ 1,111.50	2			\$ 1,111.50						
SRF Bond Payoff	3	70995	08/17/21	\$ 92,284.50	EFT	9/17/2021								\$ 92,284.50	\$ 92,284.50						
Moulton-Bellhagen PC	3	143468	09/31/21	\$ 1,343.00	1009	11/24/2021					\$ 1,343.00	3			\$ 1,343.00						
Great West Eng Phase 2A3 Preliminary Designs	3	24841	08/24/21	\$ 24,000.00	1006	12/1/2021					\$ 24,000.00	3			\$ 24,000.00						
Great West Eng Phase 2A3 Preliminary Designs	4	25027	02/22/21	\$ 4,250.00	1011	12/1/2021					\$ 4,250.00	4			\$ 4,250.00						
Great West Eng (Ph 1 Bidding)	5	25137	11/17/21	\$ 2,500.00	1012	11/3/2022					\$ 2,500.00	5			\$ 2,500.00						
Great West Eng Phase 2A3 Preliminary Designs	5	25137	11/17/21	\$ 4,800.00	1012	11/3/2022					\$ 4,800.00	5			\$ 4,800.00						
Great West Eng Phase 2A3 Final Design	5	25137	11/17/21	\$ 8,400.00	1012	11/3/2022					\$ 8,400.00	5			\$ 8,400.00						
SRF Drilling	6	8144	08/21/20	\$ 13,720.00	1004	9/15/2022					\$ 13,720.00	6			\$ 13,720.00						
Moulton-Bellhagen PC	6	143066	09/30/21	\$ 114.00	1016	9/14/2021					\$ 114.00	6			\$ 114.00						
Moulton-Bellhagen PC	6	144907	10/31/21	\$ 228.00	1016	9/14/2021					\$ 228.00	6			\$ 228.00						
Great West Eng (Ph 1 Bidding)	6	25611	12/16/21	\$ 2,000.00	1015	9/17/2022					\$ 2,000.00	6			\$ 2,000.00						
Great West Eng Phase 2A3 Preliminary Designs	6	25611	12/16/21	\$ 2,880.00	1015	9/17/2022					\$ 2,880.00	6			\$ 2,880.00						
Great West Eng Phase 2A3 Final Design	6	25611	12/16/21	\$ 7,560.00	1015	9/17/2022					\$ 7,560.00	6			\$ 7,560.00						
Garvin Drilling	6	8866	12/20/21	\$ 5,500.00	1013	9/14/2022					\$ 5,500.00	6			\$ 5,500.00						
SRF Drilling	6	8866	12/20/21	\$ 4,000.00	1013	9/14/2022					\$ 4,000.00	6			\$ 4,000.00						
Moulton-Bellhagen PC	6	145099	12/31/21	\$ 910.00	1017	9/14/2022					\$ 910.00	6			\$ 910.00						
Great West Eng (Ph 1 Bidding)	7	25600	01/19/22	\$ 2,400.00	1018	9/17/2022					\$ 2,400.00	7			\$ 2,400.00						
Great West Eng Phase 2A3 Preliminary Designs	7	25600	01/19/22	\$ 3,480.00	1018	9/17/2022					\$ 3,480.00	7			\$ 3,480.00						
Great West Eng (Ph 1 Bidding)	8	25714	02/23/22	\$ 800.00	1019	9/14/2022					\$ 800.00	8			\$ 800.00						
Great West Eng (Grant Administration)	8	25714	02/23/22	\$ 800.00	1019	9/14/2022					\$ 800.00	8			\$ 800.00						
Great West Eng Phase 2A3 Preliminary Designs	8	25714	02/23/22	\$ 1,600.00	1019	9/14/2022					\$ 1,600.00	8			\$ 1,600.00						
Great West Eng Phase 2A3 Final Design	8	25714	02/23/22	\$ 2,400.00	1019	9/14/2022					\$ 2,400.00	8			\$ 2,400.00						
Great West Eng (Source Water Determination)	8	25714	02/23/22	\$ 31.75	1019	9/14/2022					\$ 31.75	8			\$ 31.75						
Great West Eng Phase 2A3 Preliminary Designs	9	26009	03/24/22	\$ 4,760.00	1026	5/8/2022					\$ 4,760.00	9			\$ 4,760.00						
Great West Eng Phase 2A3 Preliminary Designs	9	26138	04/26/22	\$ 15,950.00	1022	8/31/2022	\$ 15,950.00	1			\$ 15,950.00	9			\$ 15,950.00						
Great West Eng (Grant Administration)	9	26138	04/26/22	\$ 15,978.00	1022	8/31/2022	\$ 15,978.00	1			\$ 15,978.00	9			\$ 15,978.00						
Great West Eng Phase 2A3 Preliminary Designs	10	26139	04/26/22	\$ 4,850.00	1022	8/31/2022					\$ 4,850.00	10			\$ 4,850.00						
Great West Eng Phase 2A3 Final Design	10	26139	04/26/22	\$ 14,100.00	1022	8/31/2022					\$ 14,100.00	10			\$ 14,100.00						
Great West Eng (Grant Administration)	10	26139	04/26/22	\$ 8,844.75	1023	9/15/2022	\$ 8,844.75	14			\$ 8,844.75	10			\$ 8,844.75						
ECG Permittals	10	224442	08/01/22	\$ 470.00	1021	8/8/2022					\$ 470.00	10			\$ 470.00						
Great West Eng Phase 2A3 Preliminary Designs	10	26164	06/23/22	\$ 1,450.00	1022	8/31/2022	\$ 1,450.00	1			\$ 1,450.00	10			\$ 1,450.00						
Great West Eng (Grant Administration)	10	26164	06/23/22	\$ 568.00	1022	8/31/2022					\$ 568.00	10			\$ 568.00						
Great West Eng Phase 2A3 Final Design	10	26165	06/23/22	\$ 8,400.00	1023	9/15/2022					\$ 8,400.00	10			\$ 8,400.00						
Great West Eng (Grant Administration)	10	26165	06/23/22	\$ 98.00	1023	9/15/2022					\$ 98.00	10			\$ 98.00						
Great West Eng (Grant Administration)	10	26164	06/23/22	\$ 711.00	1023	9/15/2022					\$ 711.00	10			\$ 711.00						
Great West Eng Phase 2A3 Final Design	11	26020	07/21/22	\$ 9,400.00	1023	9/15/2022					\$ 9,400.00	11			\$ 9,400.00						
Great West Eng (Grant Administration)	11	26020	07/21/22	\$ 65.00	1023	9/15/2022					\$ 65.00	11			\$ 65.00						
Great West Eng Phase 2A3 Preliminary Designs	12	26927	07/21/22	\$ 10,150.00	1023	9/15/2022	\$ 10,150.00	2			\$ 10,150.00	12			\$ 10,150.00						
Great West Eng (Grant Administration)	12	26927	07/21/22	\$ 306.00	1023	9/15/2022					\$ 306.00	12			\$ 306.00						
Great West Eng (Ph 1 Construction)	12	27133	08/25/22	\$ 4,379.83	1026	10/13/2022					\$ 4,379.83	12			\$ 4,379.83						
Great West Eng Phase 2A3 Preliminary Designs	12	27133	08/25/22	\$ 5,700.00	1026	10/13/2022					\$ 5,700.00	12			\$ 5,700.00						
Great West Eng (Grant Administration)	12	27133	08/25/22	\$ 428.00	1026	10/13/2022					\$ 428.00	12			\$ 428.00						
Moulton-Bellhagen PC	12	144765	11/30/21	\$ 526.00	1026	9/15/2022					\$ 526.00	12			\$ 526.00						
Great West Eng (Phase 2A3 Preliminary Designs)	13	27131	08/25/22	\$ 5,075.00	1023	11/23/2022					\$ 5,075.00	13			\$ 5,075.00						
Great West Eng (Grant Administration)	13	27131	08/25/22	\$ 968.50	1028	11/23/2022					\$ 968.50	13			\$ 968.50						
Morgans Inc.	481	88113111	04/28/22	\$ 2,488.00	1027	11/15/2022					\$ 2,488.00	4			\$ 2,488.00						
Morgans Inc.	480	88113111	04/28/22	\$ 92,200.00	1027	11/15/2022					\$ 92,200.00	4			\$ 92,200.00						
Great West Eng Phase 2A3 Preliminary Designs	27381	08/22/22	\$ 3,625.00	1032	2/23/2023						\$ 3,625.00	4			\$ 3,625.00						
Great West Eng (Grant Administration)	27381	08/22/22	\$ 2,000.00	1032	2/23/2023						\$ 2,000.00	4			\$ 2,000.00						
Great West Eng (Grant Administration)	27381	08/22/22	\$ 832.00	1032	2/23/2023						\$ 832.00	4			\$ 832.00						
SRF Drilling	13	27844	11/18/22	\$ 23,607.50	1031	10/2/2023					\$ 23,607.50	13			\$ 23,607.50						
Great West Eng Phase 2A3 Preliminary Designs	27844	11/18/22	\$ 7,800.00	1031	2/23/2023						\$ 7,800.00	4			\$ 7,800.00						
Great West Eng (Grant Administration)	27844	11/18/22	\$ 272.00	1031	2/23/2023						\$ 272.00	4			\$ 272.00						
Great West Eng (Grant Administration)	28162	12/22/22	\$ 422.17	1041	6/30/2023																

ARPA Water & Sewer Infrastructure Grant Program

Project Schedule

Use this document throughout the application and grant period to track the status of project milestones. Documentation associated with each milestone should be included in the ARPA application and/or submitted to the ARPA Grant Manager throughout the project.

Applicant/Subrecipient Entity Name: Worden Ballantine Yellowstone County Water & Sewer District

Project Title: Worden Ballantine Yellowstone County Water & Sewer District water project

	Applicable to Project? (Yes/No)	ESTIMATED Completion Date	ACTUAL Completion Date	Comments
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ENGINEERING PROCUREMENT*

Project Engineer procured and engineering contract executed.	Yes		6/6/2016	10 year on-call contract
Other:				

PLANNING & DESIGN*

Preliminary design document completed (PER or Tech Memo).	Yes	8/1/24		
DEQ Review: Plans and Specifications SUBMITTED to DEQ.**	Yes	8/1/24		
DEQ Review: Plans and Specifications APPROVED by DEQ.	Yes	10/1/24		
Permit and/or other Agency Review: SUBMITTED for review.	Yes	8/1/24		
Permit and/or other Agency Approval: APPROVAL received.	Yes	10/1/24		
Water Rights finalized.	No	10/1/24		
Site Title Opinion, Right-Of Way, Land Purchases finalized.	Yes	10/1/24		
MEPA/NEPA complete or MEPA checklist submitted to DNRC.	Yes		2/22/21	
Other:				

PROJECT BIDDING

Bid document advertised.	Yes	11/1/24		
Bid complete and construction contract executed.	Yes	12/15/24		
Other:				

PROJECT CONSTRUCTION

Construction starts	Yes	4/1/25		
Construction complete.	Yes	11/1/25		
Project closeout.	Yes	12/31/25		
Other:				

**Engineering Procurement and Design Phase tasks must be completed before Project Bidding and Construction Phase tasks.*

***DEQ Plans and Specifications Review Fee is waived for ARPA-Funded project. Indicate your project is ARPA funded on your DEQ submittal cover sheet to have the fee waived.*