

OFFICIAL AGENDA
TUESDAY October 28, 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

Mike Schieno	Junk Vehicle	15 Years of Service
Beverly Coles Wiley	Clerk & Recorder	10 Years of Service

9:00 a.m. BID OPENING

- a. Bid Opening for Public Works New Wheel Loader
- b. Bid Opening for Public Works Bottom Dump Trailers
- c. Bid Opening for Cedar Hall Renovation

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

CLAIMS

CONSENT AGENDA

1. COMMISSIONERS

UpStream Strategy Partners & Bridgemont Funding Requests

2. COUNTY ATTORNEY

- a. Attorney Referral Program
- b. Resolution 25-125 a Resolution of Yellowstone County Outlining the Procedures for Tax Abatement Applications
- c. SBS- Contract Addendum- JBPP

3. FINANCE

- a. ARPA Minimum Allocation Grant (MAG) - Draw Request #4
- b. Recommendation of Award - Metra Upper Lot Crack Sealing
- c. Change Order #2 - Dick Anderson Construction - Ostlund Building
- d. Notice of Award - Courthouse Renovation RFQ/RFP
- e. Invitation for Bid - Metra Skybox Renovation

4. PUBLIC WORKS

Invitation for Bid - 2026 RSID Chip Seal Project

5. HUMAN RESOURCES

- a. Letter to Dayna Causby - Authorization to Utilize Social Media Platforms for Elections
- b. **PERSONNEL ACTION REPORTS - MetraPark** - 2 Appointments; **Road & Bridge** - 1 Appointment, 2 Terminations; **Youth Services Center** - 1 Appointment; **Detention Facility** - 1 Termination

FILE ITEMS

1. **AUDITOR**

Payroll Audit October 1 to October 15, 2025

2. **CLERK AND RECORDER**

Board Minutes - Lockwood Irrigation District

3. **COMMISSIONERS**

HRDC General Relief Assistance Program Quarterly Report for Quarter Ending September 30th, 2025

4. **HUMAN RESOURCES**

October 1 - October 15 Payroll Audit

5. **PUBLIC WORKS**

- a. Agreement with Rock Solid Excaating for the Hill Estates RSID Grading Contract
- b. Agreement with Jim Rooney Excavating for Grading for Spichtig Sub, RSID 676
- c. Agreement with Jim Rooney Excavating for Grading for Eagle Bend of the Yellowstone, RSID 688
- d. Agreement with Swoboda Services for the Brookwood Subdivision RSID Mowing Contract

PUBLIC COMMENTS ON COUNTY BUSINESS

Public comment is an opportunity for individuals to address the Board, however, the Board cannot engage in discussion or take action on items not properly noticed on the agenda.

B.O.C.C. Regular

Meeting Date: 10/28/2025

Title: October Recognition

Submitted By: Amy Mills

TOPIC:

Mike Schieno	Junk Vehicle	15 Years of Service
Beverly Coles Wiley	Clerk & Recorder	10 Years of Service

BACKGROUND:

na

RECOMMENDED ACTION:

na

B.O.C.C. Regular

a.

Meeting Date: 10/28/2025

Title: Bid Opening for Public Works New Wheel Loader

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Bid Opening for Public Works New Wheel Loader

BACKGROUND:

N/A

RECOMMENDED ACTION:

Refer to staff.

B.O.C.C. Regular

b.

Meeting Date: 10/28/2025

Title: Bid Opening for Public Works Bottom Dump Trailers

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Bid Opening for Public Works Bottom Dump Trailers

BACKGROUND:

N/A

RECOMMENDED ACTION:

Refer to staff.

B.O.C.C. Regular

c.

Meeting Date: 10/28/2025

Title: Bid Opening for Cedar Hall Renovation

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Bid Opening for Cedar Hall Renovation

BACKGROUND:

N/A

RECOMMENDED ACTION:

Refer to staff.

B.O.C.C. Regular

Meeting Date: 10/28/2025

Title: UpStream Strategy Partners & Bridgemont Funding Requests

Submitted By: Erika Guy

TOPIC:

UpStream Strategy Partners & Bridgemont Funding Requests

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve or Deny

Attachments

UpStream Strategy Partners
Bridgemont

B.O.C.C. Regular

2. a.

Meeting Date: 10/28/2025

Title: Attorney Referral Program

Submitted For: Amy Tolzien

Submitted By: Amy Tolzien

TOPIC:

Attorney Referral Program

BACKGROUND:

Approved by BOCC on December 13, 2022. We are updating the procedure to include all YCAO employees with the exception of the elected official.

RECOMMENDED ACTION:

Approve

Attachments

YCAO Attorney Referral

Yellowstone County Attorney's Office (YCAO) Attorney Referral Program

YCAO is continually looking for skilled prosecutors and recognizes that its current employees and other Yellowstone County employees are a valuable resource in recruiting talented and experienced professionals to join its ranks.

The Attorney Referral Program will provide a monetary bonus to currently employed Yellowstone County employees who successfully refer qualified attorney candidates to the YCAO for employment.

*** Bonus up to \$5000 ***

Bonus amount per referred attorney candidate:

1. \$1,000 within 30 days of the referred candidate's start date with YCAO;
2. \$1,000 within 30 days of the referred candidate's completion of the six-month probationary period; and,
3. \$1,500 within 30 days of the referred candidate's completion of one year of employment.
4. \$1,500 within 30 days of the referred candidate's completion of two years of employment.

Rules and Guidelines:

1. A written referral form provided by Yellowstone County must be submitted to the County Attorney and Human Resources before a qualified candidate's interview to be considered for a referral bonus. Written forms will be made available at the Human Resource Office or YCAO Office. Hiring of the candidate must occur within three months of receipt of the written referral form.
2. All full-time employees currently employed by Yellowstone County are eligible for the bonus program.
3. Referral bonuses will be awarded on a first-submitted basis of the written referral form.
4. Rehires are eligible as successful referral candidates for this program only if they have been separated from YCAO for at least 18 months.
5. Referrals for part-time attorney positions may result in a prorated award.
6. There is no limit to the number of referral bonuses a Yellowstone County employee may receive.
7. A referring employee must be actively employed by Yellowstone County at the time of payment. Termination of employment by the referring employee before the bonus is fully paid will result in the forfeiture of any remaining unpaid bonus.

8. All referred candidates will be evaluated for employment per Yellowstone County and YCAO hiring practices.
9. Referral bonuses will be processed through the Yellowstone County payroll system. Bonuses will be distributed by payroll and are subject to all legally required tax withholdings and deductions.
10. Any disputes or interpretations related to this referral program will be handled through Human Resources and the County Attorney.
11. The Attorney Referral Program will operate as long as there exists more than one open attorney position. An attorney resignation letter received by the County Attorney or Human Resources may be considered an opening for purposes of the referral program.
12. The Board of County Commissioners may cancel the Attorney Referral Program at their discretion. All referral bonuses associated with the employment of a referred candidate prior to the program's cancellation will be honored in full.

B.O.C.C. Regular

2. b.

Meeting Date: 10/28/2025

Title: Resolution of Yellowstone County Outlining the Procedures for Tax Abatement Applications

Submitted By: Steve Williams

TOPIC:

Resolution 25-125 a Resolution of Yellowstone County Outlining the Procedures for Tax Abatement Applications

BACKGROUND:

The County passed a prior version of this resolution in June of 2024, outlining the procedures for tax abatement applications (24-100). This new version of the resolution modifies that resolution by addressing a couple of housekeeping issues. It clarifies that the abatement percentage is "of taxable value" and clarifying the required value of expansion for abatements under MCA 15-24-1402 (\$50,000).

RECOMMENDED ACTION:

Approve

Attachments

Tax Resolution

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 25- 125

A RESOLUTION OF YELLOWSTONE COUNTY OUTLINING THE PROCEDURES FOR TAX ABATEMENT APPLICATIONS

WHEREAS Yellowstone County Resolution 24-100 outlines Yellowstone County’s application process for tax incentives pursuant to MCA 15-24-1402 and 15-24-1501.

WHEREAS the 2023 Montana legislature passed a bill, codified as MCA 15-6-138, granting tax incentives for Class 8 equipment.

WHEREAS Yellowstone County wishes to revise the application process for tax abatements in the County. In doing so, the County seeks to supersede and replace prior resolution 24-100.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Yellowstone County, that it is in the public interest to encourage economic development in Yellowstone County using tax incentives for new and expanding industry as well as Class 8 equipment. Business owners in Yellowstone County are encouraged to apply to the County of Yellowstone for these tax incentives through the application process described in Exhibits A, B, and C.

BE IT FURTHER RESOLVED that this resolution supersedes and replaces Yellowstone County Resolutions 24-100.

Passed and Adopted on the ____ day of _____ 2025.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chair

Michael J. Waters, Member

Chris White, Member

ATTEST:

Jeff Martin, Clerk and Recorder

Attachments: Exhibits A, B, & C

EXHIBIT A

To Resolution No. 25-125

Procedures for Obtaining Property Tax Incentives Under MCA 15-24-1402

1. All Applicants for tax reductions must petition the Board of County Commissioners in writing and address the requirements and provisions outlined in this exhibit.
2. Qualifying applicants may, at the discretion of the County Commissioners, receive property tax reductions according to the following schedule:

The default initial abatement amount for this application in Yellowstone County shall be set at 50%. The Board of County Commissioners, at their discretion, can set the abatement to 75%. Starting in the 6th year of the abatement, the taxation rate will increase by equal percentages until full value is reaching in the 10th year and thereafter:

1 st through 5 th year	50% of taxable value
6 th year	60%
7 th year	70%
8 th year	80%
9 th year	90%
10 th year and subsequent years	100%

3. The definitions outlined below apply in the use of tax incentives approved by the Board of County Commissioners:
 - a. "Expansion" means that the industry has added or will add at least \$500,000 worth of qualifying improvements or modernized processes to its property within the same jurisdiction either in the first tax year in which the benefits provided for in MCA 15-24-1402 are to be received or in the preceding tax year.
 - b. "Industry" includes, but is not limited to, a firm that:
 - i. engages in the mechanical or chemical transformation of materials or substances into products in the manner defined as manufacturing in the North American Industry Classification System Manual prepared by the United States office of management and budget;
 - ii. engages in the extraction or harvesting of minerals, ore, or forestry products;
 - iii. engages in the processing of Montana raw materials such as minerals, ore, agricultural products, and forestry products;

- iv. engages in the transportation, warehousing, or distribution of commercial products or materials if 50% or more of the industry's gross sales or receipts are earned from outside the state;
 - v. earns 50% or more of its annual gross income from out-of-state sales;
 - vi. engages in the production of electrical energy in an amount of 1 megawatt or more by means of an alternative renewable energy source as defined in MCA 15-6-225;
 - vii. operates a qualified data center or dedicated communications infrastructure classified under MCA 15-6-162; or
 - viii. operates a green hydrogen facility, green hydrogen pipeline, or green hydrogen storage system as defined in MCA 15-6-163.
- c. "New" means that the firm is new to the jurisdiction approving the resolution provided for in MCA 15-24-1402(2) and has invested or will invest at least \$500,000 worth of qualifying improvements or modernized processes in the jurisdiction either in the first tax year in which the benefits provided for in MCA 15-24-1402 are to be received or in the preceding tax year.
- d. "Qualifying" means meeting all the terms, conditions, and requirements for a reduction in taxable value under MCA 15-24-1402 and this section.
4. The Board of County Commissioners may approve an application by separate resolution for the tax treatment as provided herein, only after the applicant has completed the following:
- a. Receives a building permit or a "Certificate in Lieu of Building Permit";
 - b. Presents a completed application for tax treatment provided by the Department of Revenue (available from the County Assessor's Office) or which is attached to the Yellowstone County Application Form for Tax Reduction;
 - c. Provides proof of qualification as new or expanding industry as defined herein;
 - d. Provides proof from the Yellowstone County Treasurer's Office that all of the applicant's county taxes have been paid in full or otherwise provided for to the County Commissioner's satisfaction. Taxes paid under protest do not preclude approval.
 - e. At the time the application is submitted, the applicant must provide a notarized list of current fulltime and parttime jobs, including job titles, description of duties, and current wage range. The applicant will provide an estimate of the number of

new jobs that will be created by the new or expanded facility. This estimate must include the job titles, required job skills, salary ranges, hiring schedule, and a brief description of economic impact.

- f. At the time the application is submitted, the applicant must provide an appraisal of the business and an estimate of an anticipated future appraisal following the construction.
 - g. The applicant must have a representative appear before the Board of County Commissioners at the public hearing on the application to answer any questions or address any concerns raised by the Board of County Commissioners.
5. The applicant agrees, following an approval of an application, to conduct the following activities:
- a. Within 90 days of the completion of construction, the applicant will provide an updated list of the positions created including the job titles, required job skills, salary ranges, hiring schedule, and a brief description of economic impact.
 - b. Within 90 days of the completion of construction, the applicant will offer a tour of the improvements to the Yellowstone County Board of County Commissioners.
 - c. The Applicant agrees to submit an annual report, for the duration of the abatement, that shall be mailed or submitted to both the Yellowstone County Board of County Commissioners and to Big Sky Economic Development by January 15 of each year. The report shall include the number of part-time and full-time employees, total annual payroll, and a notarized list of employees. Additional information may be required to confirm job and payroll reports.
6. Upon approval of the application, Yellowstone County shall notify, by certified mail, all taxing jurisdictions affected by the tax benefits.
7. Upon receipt of the completed application form and the approving resolution from the Board of County Commissioners, the Assessor shall make the assessment change pursuant to 15-24-1401 and 15-24-1402, MCA.
8. In no case may the benefit described in 15-24-1401 and 15-24-1402, MCA apply to levies or assessments required under Title 15, Chapter 10, 20-9-331, 20-9-333, or otherwise required under State law.

EXHIBIT B

To Resolution No. 25-125

Procedures for Obtaining Property Tax Incentives Under MCA 15-24-1501

1. All Applicants for tax reductions must petition the Board of County Commissioners in writing and address the requirements and provisions outlined in this exhibit.
2. Qualifying applicants may, at the discretion of the County Commissioners, receive property tax reductions, and be taxed according to the following schedule:

Construction period	0% of taxable value
1 st year following construction	20%
2 nd year following construction	40%
3 rd year following construction	60%
4 th year following construction	80%
5 th year following construction	100%
Following years	100%

3. The Board of County Commissioners may approve an application by separate resolution for the tax treatment as provided herein, only after the applicant has completes the following:
 - a. Presents a completed application for Tax Reduction-Building Remodel, Expansion or Reconstruction.
 - i. As part of the application, building site plans/drawings shall be completed and submitted to the Yellowstone County Commissioners prior to construction beginning. Failure to submit prior to construction beginning may preclude approval.
 - ii. Project remodel/reconstruction/expansion must meet all applicable County/City zoning criteria, building codes, ordinances, resolutions, or statutory requirements.
 - b. Provides proof from the Yellowstone County Treasurer’s Office that all of the applicant’s county taxes have been paid in full or otherwise provided for to the County Commissioner’s satisfaction. Taxes paid under protest do not preclude approval.
 - c. At the time the application is submitted, the applicant must provide a notarized list of current fulltime and parttime jobs, including job titles, description of duties, and current wage range. The applicant will provide an estimate of the number of new jobs that will be created by the new or expanded facility. This estimate must

include the job titles, required job skills, salary ranges, hiring schedule, and a brief description of economic impact;

- d. At the time the application is submitted, the applicant must provide an appraisal of the business and an estimate of an anticipated future appraisal following the construction.
 - i. Applications made pursuant to MCA 15-24-1501 must show an increase in taxable value by at least two and one half (2.5) percent and must have project construction costs of at least \$500,000.
 - e. The applicant must have a representative appear before the Board of County Commissioners at the public hearing on the application to answer any questions or address any concerns raised by the Board of County Commissioners.
9. The applicant agrees, following an approval of an application, to conduct the following activities:
- a. Within 90 days of the completion of construction, the applicant will provide an updated list of the positions created including the job titles, required job skills, salary ranges, hiring schedule, and a brief description of economic impact.
 - b. Within 90 days of the completion of construction, the applicant will provide a written statement affirming that the cost of the project exceeded \$500,000.
 - c. Within 90 days of the completion of construction, the applicant will offer a tour of the improvements to the Yellowstone County Board of County Commissioners.
 - d. The Applicant agrees to submit an annual report, for the duration of the abatement, that shall be mailed or submitted to both the Yellowstone County Board of County Commissioners and to Big Sky Economic Development by January 15 of each year. The report shall include the number of part-time and full-time employees, total annual payroll, and a notarized list of employees. Additional information may be required to confirm job and payroll reports.
4. Upon approval of the application, Yellowstone County shall notify, by certified mail, all taxing jurisdictions affected by the tax benefits.
5. Upon receipt of the completed application form and the approving resolution from the Board of County Commissioners, the Assessor shall make the assessment change pursuant to 15-24-1501 and 15-24-1502, MCA.
6. In no case may the benefit described in 15-24-1501 and 15-24-1502, MCA apply to levies or assessments required under Title 15, Chapter 10, 20-9-331, 20-9-333, or otherwise required under State law.

EXHIBIT C

To Resolution No. 25-125

Procedures for Obtaining Property Tax Incentives On Class 8 Equipment Pursuant to MCA 15-6-138

1. All Applicants for tax reductions pursuant to MCA 15-6-138 must petition the Board of County Commissioners in writing and address the requirements and provisions outlined in this exhibit. Applications can be located on the Montana Department of Revenue's website.
2. The intent of this abatement is to provide tax relief for new equipment directly related to the construction, or manufacturing process. The intent is not to include equipment that is deemed "overhead" in nature.
3. Pursuant to MCA 15-6-138, manufacturing machinery, fixtures, and equipment installed and placed in service after December 31, 2022, are exempt or partially exempt from taxation for a period of 5 years starting from the later of the date they were placed in service or October 1, 2023, after which the exemption amount allowed under subsection (6)(d) is phased out at a rate of 20% of the amount allowed by the governing body a year, with the property being assessed at 100% of its taxable value after a 10-year period.
4. Yellowstone County requests that, as part of the application, the applicant provide a detailed asset list indicating, (1) the name of each asset; (2) a description of each asset; (3) the cost of each asset; and (4) the date each asset was purchased.
5. Yellowstone County that a representative of the applicant appear at the public hearing on the application to answer any questions from the Board.
6. The abatement amount for qualifying applicants in Yellowstone County may be set at either 80, 90, or 100 percent at the discretion of the County Commissioners.

B.O.C.C. Regular

2. c.

Meeting Date: 10/28/2025

Title: SBS- Contract Addendum- JBPP

Submitted For: Melissa Williams, Deputy County Attorney

Submitted By: Melissa Williams, Deputy County Attorney

TOPIC:

SBS- Contract Addendum- JBPP

BACKGROUND:

Addendum for continuation of JBPP until June 2026. This addendum and rate were previously discussed at a BOCC public discussion meeting.

RECOMMENDED ACTION:

Agenda Item

Attachments

SBS- Addendum JBPP

CONTRACT ADDENDUM NO. 001

Between Yellowstone County and Stonerock Business Solutions

This Addendum to the Agreement for Project Management Services (“Agreement”) is made and entered into by and between **Yellowstone County** (“County”) and **Stonerock Business Solutions** (“Consultant”).

1. Purpose

The purpose of this Addendum is to extend the services provided under the Agreement dated June 19, 2025 for project management of the Yellowstone County Jail Based Program/HEART Grant Project. The purpose of this Addendum is to extend services under the Agreement to ensure Yellowstone County continues to meet the requirements of the current grant funding committed through the end of the fiscal year. Continuation of these project management services is necessary to prevent any interruption in service delivery and to protect the County from disruption of eligible reimbursement for services already being provided. This Addendum also affirms the County’s commitment to strengthening case processing within the courts, reducing re-entries into the jail, and expanding preventative and supportive services designed to reduce crime and promote public safety.

2. Term

The Agreement is hereby extended through **June 30, 2023**.

3. Compensation

The County agrees to compensate Consultant at a flat rate of **\$3,500 per month** for services rendered under this Addendum.

4. Scope of Services

4.1 The Consultant shall continue to manage the consolidation of data received from all project partners and ensure accuracy and consistency of such data before submission. This includes verifying client information and reconciling discrepancies to maintain the integrity of program records.

4.2 The Consultant shall be responsible for preparing and submitting both monthly client-level reports detailing services provided to participants, as well as quarterly outcome reports required by the State of Montana. These reports will demonstrate service delivery, utilization trends, and measurable outcomes in alignment with program requirements.

4.3 The Consultant shall continue to review, audit, and approve partner invoices monthly, and shall prepare a consolidated bill for submission to the State. This process ensures compliance with fiscal requirements and transparency in financial reporting and working closely with the Yellowstone County Finance Department.

4.4 The Consultant shall serve as the primary liaison between the County, the Department of Public Health and Human Services (DPHHS), and external partners. This role includes facilitating

communication, addressing program questions, and ensuring the timely resolution of issues that impact service delivery and compliance.

4.5 The Consultant shall continue to work with the State of Montana DPHHS on pending changes, Addendums, and adjustments to program priorities and billing practices. If necessary, work with program partners, Detention Center Staff, Finance, and any additional groups/agencies that may be impacted by changes in scope or billing from the State.

4.5 The Consultant shall monitor the performance of external partners to ensure compliance with established deliverables and to track program progress. This includes providing oversight, guidance, and corrective feedback where necessary to maintain accountability across all contracted agencies.

4.6 In addition to the existing duties, the Consultant shall expand coordination efforts to include new community partners and services critical to the success of the Jail Inmate Project. This includes working with treatment providers, the Indian Health Services, and facilitating collaboration between prosecution and defense attorneys. The purpose of this expanded coordination is to improve access to culturally appropriate care, strengthen continuity of treatment and services, and enhance communication between criminal justice stakeholders.

4.7 The Consultant will continue to work with program partners and the Yellowstone County Detention Facility on the case staffing of individual inmates into the program, ensuring effective and efficient coordination of services to reduce the burden on jail staff and community partners.

5. Effect of Addendum

Except as expressly modified by this Addendum, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the dates written below.

Yellowstone County

By: _____
Name: Commissioner Mark Morse
Title: Yellowstone County Commissioner Chair

Date: _____

Stonerock Business Solutions

By: Amanda Stonerock
Name: Amanda Stonerock
Title: CEO

Date: 10/23/2025

B.O.C.C. Regular

3. a.

Meeting Date: 10/28/2025

Title: ARPA Minimum Allocation Grant (MAG) - Draw #3

Submitted For: Russell Burton, Comptroller

Submitted By: Russell Burton, Comptroller

TOPIC:

ARPA Minimum Allocation Grant (MAG) - Draw Request #4

BACKGROUND:

Yellowstone County is the pass through for Worden Ballantine Water & Sewer District's ARPA Minimum Allocation Grant. This is the request for funds that will be submitted to the DNRC ARPA Program for invoices that they have already paid.

RECOMMENDED ACTION:

Approve

Attachments

ARPA MAG Draw #4

Yellowstone County



FINANCE
(406) 256-2831

P.O. Box 35003
Billings, MT 59107-5003

October 19, 2025

Christalle Thompson, ARPA Grant Specialist
Montana Department of Natural Resources & Conservation
Via: EMAIL

Subject: Yellowstone County Worden-Ballantine Water & Sewer District Water System Improvements
Request for Relief

Dear Christalle :

Worden-Ballantine Water & Sewer District seeks relief from ARPA Grant Agreement AM-22-0063, Section 7, which states that the Subrecipient agrees to submit documentation of its grant expenses to receive reimbursement from DNRC. While the district is anxious to pay our vendors on the project, the district does not maintain reserves for expenditures as large as those that the vendors require.

Invoices from the District accompany this letter to indicate which invoices were submitted with AM-22-0063 **Draw #4 for \$229,957.61**. Those expenses shown without warrant numbers have not been paid to date.

The district understands and will comply with the requirement to pay vendors within 7 days of receipt of the funds from DNRC and will provide documentation of that payment within 10 days of receipt of funds from DNRC.

Thank you for promptly releasing funds to Worden-Ballantine Water & Sewer District.

Sincerely,

Mark Morse, Chair
Yellowstone County Commissioner

STATE OF MONTANA	<ul style="list-style-type: none"> VENDOR RETURNS SIGNED ORIGINAL FILE ORIGINAL WITH TRANSFER-WARRANT CLAIM.
VENDOR INVOICE	
VENDOR'S NAME AND ADDRESS	BILLED TO
Yellowstone County 217 North 27th Billings, MT 59101	DNRC-CARDD PO Box 201601 Helena, MT 59620-1601 Attn Grant Manager: Christalle Thompson

PROJECT INFORMATION:

Grant Agreement Number:	AM-22-0063	Project Name	Worden Ballantine WSD Water System Improvements
Period of Performance:	8/08/25-9/20/25	Reimbursement Request Number:	4

DESCRIPTION OF GOODS DELIVERED OR SERVICES RENDERED:

Name of Business/Vendor	Invoice Number	Dates of Service/ Invoice Date	Budget Category / Task Number and Description (see Grant Agreement Attachment B Budget)	Amount
Askin Construction, LLS	2	10/8/2025	Construction	\$227,658.03
MT DOR 1% CGR	2	10/8/2025	Construction	\$2,299.58
GRAND TOTAL				\$229,957.61

STATE USE ONLY APPROVED FOR PAYMENT		<i>I certify that this invoice is correct in all respects and that payment has not been received.</i>	
		Authorized Recipient Name	Mark Morse
		Date Processed	
Authorized Signature		Authorized Recipient Signature	
Date		Title	Yellowstone County Commissioner, Chair



1% Contractor's Gross Receipts Gross Receipts Withholding Return

Form CGR-2 is required to be completed and mailed to the Department of Revenue within 30 days after each payment is made to the prime contractor or subcontractor.

1.	Contract awarded by: Enter the federal employer identification number, business name and address. Place an "X" in the "Government Entity" box if you are remitting the 1% contractor's gross receipts payment on behalf of a prime contractor. Place an "X" in the "Prime Contractor" box if you are allocating the 1% contractor's gross receipts from your prime contractor's account to your subcontractor's account. <div style="text-align: center;"> Government Entity <input type="checkbox"/> Prime Contractor <input type="checkbox"/> </div>
Federal Identification Number (FEIN)	
Name	
Address	
City	
State	
Zip Code	
2.	Contract awarded to: Enter the federal employer identification number, business name and address. Place an "X" in the "Prime Contractor" box if you are remitting the 1% contractor's gross receipts on behalf of a prime contractor. Place an "X" in the "Subcontractor" box if you are allocating the 1% contractor's gross receipts from your prime contractor's account to your subcontractor's account. <div style="text-align: center;"> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> </div>
Federal Identification Number (FEIN)	
Name	
Address	
City	
State	
Zip Code	
3.	Enter the Government Issued Purchase Order Number here.3.
4.	Enter the contract award date here.4. ____/____/20__
5.	Enter the month and year this payment was earned.5. ____/20__
6.	Enter the gross dollar amount due to the prime contractor or subcontractor here.6. \$
7.	Multiply the amount on line 6 by 1% (.01) and enter the result here. This is your 1% Contractor's Gross Receipts.7. \$
8.	Subtract line 7 from line 6 and enter the result here. This is the net amount paid to the prime contractor or subcontractor.8. \$
9.	Check the box below that identifies the type of return you are filing and enter the date the payment was made to the prime contractor or subcontractor.....9. ____/____/20__ 9(a) <input type="checkbox"/> I am enclosing the amount reported on line 7 for credit to my prime contractor's account. 9(b) <input type="checkbox"/> I am allocating the amount reported on line 7 for credit to my subcontractor's account.
10.	Enter a description of the work performed under this contract.
11.	Enter the location in Montana where this work is performed. Be specific with your description.

Withholding return submitted by: Select the appropriate box identifying which entity is completing this return; sign this return and enter the information requested below. <div style="text-align: center;"> Government Entity <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> </div>	
Preparer's Signature	
Preparer's Title	Date
Telephone Number	Fax Number

Please mail this registration to:
Department of Revenue, P.O. Box 5835, Helena, MT 59604-5835

Contractor's Application for Payment

Owner: <u>WBYC Water and Sewer District</u>	Owner's Project No.: _____
Engineer: <u>Great West Engineering, Inc.</u>	Engineer's Project No.: <u>2-14109</u>
Contractor: <u>Askin Construction, LLS</u>	Contractor's Project No.: _____
Project: <u>Phase 4 Water System Improvements</u>	
Contract: <u>WBTC Water and Sewer District Phase 4 Water System Improvements</u>	
Application No.: <u>#2</u>	Application Date: <u>10/8/2025</u>
Application Period: From <u>8/30/2025</u> to <u>9/26/2025</u>	

1. Original Contract Price	\$	1,678,963.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	1,678,963.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	637,843.69
5. Retainage		
a. <u>5%</u> X <u>\$ 637,843.69</u> Work Completed	\$	31,892.18
b. <u>0%</u> X _____ Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	31,892.18
6. Amount eligible to date (Line 4 - Line 5.c)	\$	605,951.51
7. Less previous payments (Line 6 from prior application)	\$	375,993.90
8. Gross Amount due this application	\$	229,957.61
9. 1% MT Gross Receipts Tax (1% x Line 8)	\$	2,299.58
10. Unscheduled Employment of the Engineer	\$	-
11. Current Payment Due (Line 8-9-10)	\$	227,658.03
12. Balance to finish, including retainage (Line 3 - Line 6)	\$	1,073,011.49

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Askin Construction, LLC

Signature:  _____ **Date:** 10/8/2025

Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

B.O.C.C. Regular

3. b.

Meeting Date: 10/28/2025

Title: Recommendation of Award - Metra Upper Lot Crack Sealing

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Recommendation of Award - Metra Upper Lot Crack Sealing

BACKGROUND:

An Invitation for Bids was released on September 30th, 2025, seeking bids for crack sealing services for the upper parking lot at MetraPark. Bids were received from Z&Z Seal Coating, Wharton Asphalt and Hardrives Construction, Inc. and were opened and read aloud by the Commissioners on October 21st, 2025. A selection committee reviewed the bids, and it is the recommendation of the committee to award to contract to Hardrives Construction, Inc. as the lowest responsible bidder.

RECOMMENDED ACTION:

Approve the Notice of Intent to Award and return a copy to Finance.

Attachments

NOIA - Metra Crack Sealing
Crack Sealing Bid Tab Sheet



Yellowstone County Finance Department

Notice of Intent to Award

Solicitation Title: Metra Upper Lot Crack Sealing

Solicitation Close Date: October 20th, 2025

Notice of Intent to Award Posting Date: October 28th, 2025

Yellowstone County intends to award a contract to the apparent successful bidder/offeror of the above-mentioned solicitation. This Notice of Intent to Award shall not be considered a binding commitment by the County.

In accordance with relevant statutes and policies, the County has made available for public inspection the relevant bid tab/scoring matrix for the above-mentioned solicitation. Comments from the public regarding the proposed award must be submitted in writing to the Purchasing Agent at the email address listed below within this seven-day notice period.

Purchasing Agent/Contact Information: Matt Kessler, mkessler@yellowstonecountymt.gov

Apparent Successful Offeror(s)

Hardrives Construction, Inc.

Unsuccessful Offeror(s)

Z&Z Seal Coating

Wharton Asphalt

YELLOWSTONE COUNTY BID TABULATION FORM

Department: MetraPark

Date: Tuesday October 21, 2025

Project: Metra Upper Lot Crack Sealing

Vendor Name	Bid Bond	Lump Sum			
Z & Z Seal Coating PO Box 80371, Billings, MT 59108	X	\$52,880.90			
Wharton Asphalt 3962 Pa Hollow Trail, Billings, MT 59106	X	\$107,566.00			
Hardives Construction, Inc. PO Box 2535, Billings, MT 59103	X	\$47,700.00			

B.O.C.C. Regular

3. c.

Meeting Date: 10/28/2025

Title: Change Order #2 - Dick Anderson Construction - Ostlund Building

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Change Order #2 - Dick Anderson Construction - Ostlund Building

BACKGROUND:

The Finance Department is requesting Commissioners' approval for a change order with Dick Anderson Construction for the Ostlund Building contract. This change order includes labor and materials for site work to repave the parking lot, redo the concrete on the north side of the building, and complete all work in the basement to provide a facilities office and bring the basement up to code. This change order will add \$373,281.55 to the contract for a total of \$15,881,905.16.

RECOMMENDED ACTION:

Approve change order and return a copy to Finance.

Attachments

YCAB - Change Order #2 PR #13 & Parking Lot Renovation



Dick Anderson Construction, Inc.
 4512 South Frontage Rd. PO Box 31511
 Billings, Montana 59107-1511
 Phone: (406) 248-3700
 Fax: (406) 248-3776

Project: 04-24-416 - ADMINISTRATION BUILDING RENO
 2825 3RD AVE N
 BILLINGS, Montana 59101

Prime Contract Change Order #002: Proposal Request #13 & Parking Lot Renovation

TO:	Yellowstone County PO Box 35015 Billings, 59107	FROM:	DICK ANDERSON CONSTRUCTION INC 3424 US Hwy 12 E Helena, Montana 59601
DATE CREATED:	10/22/2025	CREATED BY:	AJ Harmon (DICK ANDERSON CONSTRUCTION INC)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:	TO BE DETERMINED	EXECUTED:	No
		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	4416-YELLOW:Administration Building Reno	TOTAL AMOUNT:	\$373,281.55

DESCRIPTION:
 Proposal Request #13

- A000
 - 1. Added removal of wall and door and carpet identified on Plan 1/A000.
- A002
 - 1. Added removal of ACT ceiling, as identified in red on plan 1/A002. Note the second higher ceiling to remain.
- A100
 - 1. Added Facilities Room 005. See wall tags on plan.
 - 2. Add doors 05-1 and 05-2. Door 05-1; HM frame, Wood door, Office Lockset, hinges, silencers, wall stop. Door 05-2; HM frame, Wood door, Passage Lockset, hinges, silencers, wall stop.
- A500
 - 1. Added finishes to new walls in Elevator Lobby 001.
 - 2. Added finishes to Facilities Room 005.
- A506
 - 1. Added 2'x4' ACT ceiling tile information.
- A900
 - 1. Added new ACT ceilings in Rooms 001, 005, 006, 009, 012, 013, Entry into 013.
 - 2. Infill ACT ceiling tiles in room 007 with existing ceiling tiles from elevator lobby.
- M1.0
 - 1. Removed transfer openings and added a transfer grille in the door for Data Room 025.
 - 2. Added a supply and exhaust grille to Equipment Room 002.
 - 3. Revised the exhaust and outside air duct routing from ERV2 per previous RFI#71.
 - 4. Added two supply diffusers in Hallway 006.
 - 5. Added clarification to the existing supply grilles in Finance/BOCC Storage 009.
 - 6. Added a new heat pump and associated ductwork, controls, etc. for Facilities 005.
- M1.1
 - 1. Revised the outside air and exhaust air terminations for ERV2.
- M5.0
 - 1. Added schedule information for the new heat pump in the basement.
 - 2. Added schedule information for the door transfer grille in the basement.
- P1.0
 - 1. Revised the heat pump piping in the basement for the new heat pump.
 - 2. Added the bypass in the heat pump piping per previous RFI#96.
 - 3. Added condensate drain piping for the new heat pump in the basement.
- FD100 - FIRE PROTECTION BASEMENT AND FIRST FLOOR DEMOLITION PLANS
 - 1. Modified basement demolition plan showing area of addition scope.
 - 2. Added demolition keynotes 24 and 25.
- F100 - FIRE PROTECTION BASEMENT PLAN
 - 1. Modified basement remodel plan showing area of addition scope.

- 2. Added remodel keynotes 18, 19 and 20.
- E006
- 1. Add WSHP.B1
- E009
- 1. Add receptacle circuits BL1-2 and BL1-4.
 - 2. Add lighting circuit BH1-8 and WSHP circuit BH1-10.
- ED200
- 1. Add demolition of existing lighting switch.
 - 2. Add keynote 2.
- E200
- 1. Add lighting and lighting controls in facilities, finance storage, HR Storage, elevator lobby and corridor.
 - 2. Add switch relocation in elevator lobby.
 - 3. Add keynote 3.
- E300
- 1. Add receptacles in facilities
 - 2. Add connection and disconnect for WSHP-B1
 - 3. Add keynote 4.
- T400
- 1. Relocate fire alarm device in Facilities.
 - 2. Relocate fire alarm device in HR storage
 - 3. Add data drop in facilities.
 - 4. Add fire alarm device in Corridor.
 - 5. Remove (1) FSD, SD, and RTS in HR Storage.
 - 6. Remove (1) FSD, SD, and RTS in Facilities
- T401
- 1. Remove (1) FSD, SD, and RTS in Waiting Area North Chase.

Parking Lot Renovation

- Parking lot upgrades per the construction documents dated 09.04.2025 from Cushing Terrell, addendum #1 dated 10.17.2025, and Dick Anderson Construction's Invite to Bid dated 9/17/2025. Includes drawings V001, C002, C100, C200, and C400.

General Conditions and schedule impacts are not included in this change order and will be included in a future change order.

ATTACHMENTS:

[31-1 Earthwork Bid Package Invite to Bid.pdf](#), [Addendum No 1 PL.pdf](#), [YC23_ADMRENO_Survey & Civil Dwgs 100% CDs.pdf](#), [YC23_ADMRENO_ARCH PR13.pdf](#), [YC23_ADMRENO_MECH PR13.pdf](#), [YC23_ADMRENO_ELEC PR13.pdf](#), [YC23_ADMRENO_FIRE PR13.pdf](#), [PR-13 Bsmnt YC23_ADMRENO.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
Contingency 10	Proposal Request #13		\$193,932.35
Contingency 11	Parking Lot Renovation		\$179,349.20
Total:			\$373,281.55

CHANGE ORDER LINE ITEMS:
PCO # Contingency 10: Proposal Request #13

#	Budget Code	Description	Amount
1	01-7101.S FINAL CLEANING.Subcontract	Proposal Request #13 Basement TI	\$1,050.00
2	18-0005.L Basement Ceilig Removal.Labor	Proposal Request #13 Basement TI Demolition Labor	\$12,800.00
3	18-0005.M Basement Ceilig Removal.Material	Proposal Request #13 Basement TI Demolition Materials	\$200.00
4	08-2602.S DOORS/HARDWARE.Subcontract	Proposal Request #13 Basement TI	\$6,607.00
5	09-2812.S METAL STUDS.Subcontract	Proposal Request #13 Basement TI	\$3,289.00
6	09-2608.S DRYWALL.Subcontract	Proposal Request #13 Basement TI	\$4,512.20
7	09-5103.S ACOUSTICAL CEILING.Subcontract	Proposal Request #13 Basement TI	\$13,975.00
8	09-9000.S PAINTING.Subcontract	Proposal Request #13 Basement TI	\$3,878.00
9	15-4500.S SPRINKLER SYSTEM.Subcontract	Proposal Request #13 Basement TI	\$27,921.46
10	15-0100.S PLUMBING.Subcontract	Proposal Request #13 Basement TI	\$8,283.61
11	15-0001.S MECHANICAL.Subcontract	Proposal Request #13 Basement TI	\$34,471.06

#	Budget Code	Description	Amount
12	16-0001.S ELECTRICAL.Subcontract	Proposal Request #13 Basement TI	\$40,350.00
Subtotal:			\$157,337.33
Insurance (0.87%):			\$1,687.21
Performance & Payment Bond (0.50%):			\$969.66
GC/CM Change Order Fee (6.50%):			\$12,605.60
1% MT GRT (1.00%):			\$1,939.32
Contingency (10.00%):			\$19,393.23
Grand Total:			\$193,932.35

PCO # Contingency 11: Parking Lot Renovation

#	Budget Code	Description	Amount
1	02-0001.S SITE WORK.Subcontract	Bid Package 31-1	\$145,506.00
Subtotal:			\$145,506.00
Insurance (0.87%):			\$1,560.34
Performance & Payment Bond (0.50%):			\$896.75
GC/CM Change Order Fee (6.50%):			\$11,657.70
1% MT GRT (1.00%):			\$1,793.49
Contingency (10.00%):			\$17,934.92
Grand Total:			\$179,349.20

The original (Contract Sum)	\$14,993,235.00
Net change by previously authorized Change Orders	\$515,388.61
The contract sum prior to this Change Order was	\$15,508,623.61
The contract sum would be changed by this Change Order in the amount of	\$373,281.55
The new contract sum including this Change Order will be	\$15,881,905.16
The contract time will not be changed by this Change Order.	

Yellowstone County
PO Box 35015
Billings, 59107

DICK ANDERSON CONSTRUCTION INC
3424 US Hwy 12 E
Helena, Montana 59601

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

B.O.C.C. Regular

3. d.

Meeting Date: 10/28/2025

Title: Notice of Award - Courthouse Renovation RFQ/RFP

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Notice of Award - Courthouse Renovation RFQ/RFP

BACKGROUND:

A Request for Qualifications/Request for Proposals for the Yellowstone County Courthouse Renovation project was released on Friday, September 12th, 2025, with submissions due on Monday, September 29th, 2025. Submissions were received from Swank Enterprises, R&R Taylor Construction, Dick Anderson Construction, Inc., Sletten Construction, Jackson Contractor Group, Inc. and Langlas & Associates. A selection committee was formed and reviewed submissions and conducted initial scoring. The top three scoring participants, Dick Anderson, Langlas, and Sletten were interviewed by the selection committee. The committee recommended Sletten Construction be awarded the contract, which the BOCC approved on October 21st, 2025.

RECOMMENDED ACTION:

Approve notice and return a copy to Finance.

Attachments

NOA - Courthouse Renovation RFQ/RFP



**Yellowstone County
Finance Department**

Notice of Award

Date of Issuance: October 28th, 2025

Solicitation Title: Yellowstone County Courthouse Renovation GC/CM – RFQ/RFP

Solicitation Close Date: September 29th, 2025

Offeror: Sletten Construction

Offeror's Address: 1375 4th Avenue North, Suite C, Billings, MT 59101

This document shall serve as notifications that Sletten Construction is the successful offeror for the Yellowstone County Courthouse Renovation GC/CM – RFQ/RFP. A formal contract will follow this document.

B.O.C.C. Regular

3. e.

Meeting Date: 10/28/2025

Title: Invitation for Bid - Metra Skybox Renovation

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Invitation for Bid - Metra Skybox Renovation

BACKGROUND:

MetraPark is requesting Commissioners' approval to release an Invitation for Bids, seeking a contract to provide construction services for the renovation of the Skybox suites located in the First Interstate Arena. Bids must be received no later than 3:00PM on Monday, November 24th, 2025. All timely bids will be opened and read aloud on Tuesday, November 25th, 2025, at 9:00AM during the Commissioners' regular board meeting. Bids received after the deadline will not be considered.

RECOMMENDED ACTION:

Approve the request and return a copy to Finance.

Attachments

IFB - Metra Skybox Renovation

YELLOWSTONE COUNTY, MONTANA
Invitation For Bid
Metra Skybox Renovation

1. Introduction

Notice is hereby given that Yellowstone County is seeking bids from qualified vendors for light renovations of the Skybox Suites in the First Interstate Arena, located on the MetraPark campus at 308 6th Avenue North, Billings, MT 59101. Bids should include the cost of all materials, permits, labor and equipment necessary to complete the project. For complete scope of work, please see attached Exhibit A – Construction Documents. The awarded contractor will be expected to coordinate with Metrapark staff to schedule work during times that will not interfere with events scheduled in the First Interstate Arena.

2. Bid Submission Requirements

In order to provide a complete understanding of the project, a mandatory, in-person Pre-Bid Meeting will be held on Wednesday, November 12th, 2025, at 2:00PM. Participants should meet in the lobby of the First Interstate Arena at MetraPark, located at 308 6th Ave North, Billings, MT 59101. Attendance will be taken. Bids submitted without a representative attending the pre-bid meeting will not be considered.

Offerors shall submit five (5) hard copies of the bid in a sealed envelope. All bids must be labeled “**Metra Skybox Renovation**”. Bids may either be mailed or physically delivered to the following addresses.

Mail To:

Yellowstone County BOCC
PO Box 35000
Billings, MT 59107

Physically Deliver To:

Yellowstone County BOCC
City Hall Building, Room 3101, 3rd Floor
316 North 26th Street
Billings, MT 59101

All bids must be received no later than 3:00 PM on Monday, November 24th, 2025. Bids received after this deadline will not be considered.

All bids must include a Bid Security made in favor of Yellowstone County in an amount equal to 10% of the total bid. The security may consist of a bid bond, cash, a cashier’s check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: a) drawn and issued by a federally

chartered or state chartered bank or savings and loan association that is insured by or for which insurance is administered by the Federal Deposit Insurance Corporation; or b) drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund; or c) a bid bond or bonds, original only, no photocopies, executed by a surety company authorized to do business in the State of Montana. Facsimiles, personal and/or business checks are not an acceptable form of security.

Timely bids will be opened and read aloud at 9:00 AM, on Tuesday, November 25th, in Room 3108 on the 3rd Floor of the City Hall Building, 316 North 26th Street, Billings, MT 59101.

3. Timeline & Selection Process

Event	Date/Time
Publication Dates for IFB	Friday, October 24 th , 2025 Friday, November 7 th , 2025
Mandatory Pre-Bid Meeting	Wednesday, November 12 th , 2025, at 2:00PM
Deadline for Bids	Monday, November 24 th , 2025 by 3:00 PM
Bid Opening	Tuesday, November 25 th , 2025, at 9:00 AM
Review of Bids by Selection Committee	Week of December 1 st , 2025
Notice of Intent to Award Posting	Tuesday, December 9 th , 2025
Notice of Award	Tuesday, December 16 th , 2025

Yellowstone County reserves the right to modify the above timeline as needed.

A selection committee will be formed and review all bids that meet the submittal requirements. The committee will review to ensure that minimum specifications are clearly met and make a recommendation of award which will be submitted to the BOCC. Bids that do not meet minimum specifications provided will be considered non-responsive.

The Board of County Commissioners intend to award the contract to the lowest responsive and best responsible bid. The Board reserves the right to reject any or all bids received, to waive informalities to evaluate the bids submitted, and to accept the bid that best serves the interests of Yellowstone County.

4. Amendments to Solicitation

Any interpretation, correction, or addition of this request will be published on the County website at <https://www.yellowstonecountymt.gov/purchasing/>.

5. Contact Information & Questions

Any questions regarding the project or bid submittal procedures should be submitted, in writing, to Matt Kessler, Purchasing Agent, at mkessler@yellowstonecountymt.gov.

6. Miscellaneous

Compliance With Laws

Each bidder must have a current Montana Public Contractor's Registration number when submitting their bid. The number must appear on the bid. All subcontractors, if any, must obtain a registration number prior to beginning any work on the project. Bid only registrations are acceptable for the bidding process. No bid may be withdrawn for at least 45 days after the scheduled deadline time for receipt of the bids.

The successful bidder will be required to follow all the directives included in section 18-2-422 of the Montana Code Annotated concerning Montana Prevailing Wages for Building Construction 2025. Those directives are as follows:

- (1) The contractor and employers shall pay the standard prevailing wage rate, including fringe benefits, for each job classification as stated in the current prevailing wage rate schedules. The current schedules are available at the State of Montana website. It is the responsibility of the contractors to obtain and use the applicable Wage Rate Schedules.
- (2) each contractor and employer are required to maintain payroll records in a manner readily capable of being certified for submission under statute 18-2-423, for not less than 3 years after the contractor's or employer's completion of work on the project; and
- (3) Each contractor is required to post a statement of all wages and fringe benefits in compliance with 18-2-423.

Statute 18-2-423 is as follows: If a complaint is filed with the department alleging noncompliance with 18-2-422, the department may require the project to submit to it certified copies of the payroll records for workers employed on that project. A contractor or a subcontractor shall pay employees receiving an hourly wage on a weekly basis. If a wage violation complaint is filed with the department, the contractor or subcontractor shall provide the employee's payroll records to the department within 5 days of receiving the payroll request from the department.

The Contractor is required to comply with all other applicable provisions of Title 18, Chapter 2, and Part 4 of the Montana Code Annotated.

The successful bidder will be required to give preference to the employment of bona fide Montana residents in the performance of the work on this project.

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, and 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 Subcontractors 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 qualifications 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 persons performing under the contract.

Insurance Requirements

The Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/MetraPark, as additional insured for this project 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 during the project 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 for this project 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 the project 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 project.

Contractor shall name on the Certificate of liability insurance Yellowstone County, as additional insured throughout the project. 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 for this project. Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work on the project.

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 there with (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence during this project. 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 shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

The Board of County Commissioners intend to award the contract to the lowest responsive and responsible bid. The Board reserves the right to reject any or all bids received, to waive informalities to evaluate the bids submitted, and to accept the bid that best serves the interests of Yellowstone County.

Board of County Commissioners
Yellowstone County, Montana

Mark Morse
Chair

Attest:

Jeff Martin
Clerk and Recorder

MetraPark Skybox Renovation

Bid Sheet

Use this bid sheet to provide bid information. Along with this sheet, please include a detailed Schedule of Values document breaking down the total bid amount for County review. Details on ALT #1 – 4 are found on the cover sheet (G001) of Exhibit A – Construction Documents.

Vendor: _____

Base Bid Amount: \$ _____

Written Amount: _____

ALT #1: _____

ALT #2: _____

ALT #3: _____

ALT #4: _____

Estimated Start Date*: _____

Expected Completion Date: _____

* Please use December 16th as the earliest possible start date. This is the scheduled date of award but may be subject to change.

CHECK LIST

Please be sure you have completed the following prior to submitting your bid.

1. Read and understand the specifications.
2. Made yourself familiar with any State laws that pertain to the bid
3. Asked and received any answers to any questions regarding the bid procedure, specifications or general information.
4. Addressed and mailed or delivered your bid to be received at the correct address by the time and date indicated in the Invitation to Bid.

- END OF IFB -

10.22.2025

308 6TH AVE N, BILLINGS MT, 59101
YELLOWSTONE COUNTY

METRAPARK SKYBOX REFRESH

CONSTRUCTION DOCUMENTS

OWNER
MetraPark
308 6th Ave N
Billings, MT 59101

ARCHITECT/ENGINEER
Cushing Terrell
13 N. 23rd Street
Billings, MT 59101
406.896.6118
Contact: Dawn Mackenzie

ELECTRICAL
Cushing Terrell
13 N. 23rd Street
Billings, MT 59101
406.896.6157
Contact: Sarah Restad

PROJECT ADDRESS
308 6th Ave N
Billings, MT 59101

VICINITY MAP: Locator 



SHEET INDEX

- GENERAL
- G001 COVER SHEET, GENERAL INFORMATION
- ARCHITECTURAL
- A501 FINISH PLANS, SCHEDULES, ELEVATIONS & DETAILS
- ELECTRICAL
- E001 LEGENDS AND GENERAL NOTES
- E002 ELECTRICAL SPECIFICATIONS
- E202 LIGHTING PLANS

ADD ALTERNATE

- A1. ADD ALTERNATE #1: FINISH STAIRS AND LANDING WITH RUBBER TREADS, RISERS - SEE 'STR1'. PAINT EXISTING STRINGERS 'P2'. GC TO CONFIRM PRIOR TO START OF CONSTRUCTION IF INCLUDED IN THIS PROJECT
- A2. ADD ALTERNATE #2: PAINT EXISTING CABINETS 'P4'. LEAVE COUNTERTOP EXISTING. GC TO CONFIRM PRIOR TO START OF CONSTRUCTION IF INCLUDED IN THIS PROJECT
- A3. ADD ALTERNATE #3: 'FT1' FLOORING IN CORRIDOR AND LOBBY. REUSE EXISTING BASE, DO NOT PAINT GC TO CONFIRM PRIOR TO START OF CONSTRUCTION IF INCLUDED IN THIS PROJECT.
- A4. ADD ALTERNATE #4: REPLACE CEILING GRID IN LIEU OF PAINTING CEILING GRID. GC TO CONFIRM PRIOR TO START OF CONSTRUCTION IF INCLUDED IN THIS PROJECT.

308 6TH AVE N, BILLINGS MT, 59101
YELLOWSTONE COUNTY
METRAPARK SKYBOX REFRESH

© 2025 | ALL RIGHTS RESERVED

CONSTRUCTION DOCUMENTS

10.22.2025
PROJ# | YC25_METBOX
DESIGNED BY | MACKENZIE
DRAWN BY | WISCOMB
REVIEWED BY | MACKENZIE
REVISIONS

COVER SHEET,
GENERAL
INFORMATION

G001

GENERAL DEMOLITION NOTES

- REFERENCE ELECTRICAL DRAWINGS FOR ADDITIONAL DEMOLITION REQUIREMENTS.
- PROTECT ALL EXISTING ELECTRICAL AND MECHANICAL, ANY OTHER EQUIPMENT, COVERS, AND WIRING, ETC. TO REMAIN. REPLACE ANY DAMAGED ITEM WITH NEW TO MATCH EXISTING.
- VERIFY ALL EXISTING CONDITIONS AND COORDINATE ALL DEMOLITION WITH NEW CONSTRUCTION.
- WHETHER SPECIFICALLY INDICATED OR NOT, REMOVE PORTION OF EXISTING CONSTRUCTION AS REQUIRED TO COMPLETE WORK INDICATED AND PREP EXISTING CONSTRUCTION TO REMAIN FOR NEW CONSTRUCTION.
- EXPECT TO CAREFULLY REMOVE OR DISASSEMBLE VARIOUS ITEMS SO ADJACENT ITEMS AND FINISHES THAT ARE EXISTING TO REMAIN ARE NOT DAMAGED. PROPERLY REPAIR/REPLACE DAMAGED ITEMS AND FINISHES WITH NEW TO MATCH EXISTING.
- COORDINATE WITH OWNER FOR ANY REMOVED OR DEMOLISHED ITEMS TO BE RETURNED TO THE OWNER.

FINISH PLAN LEGEND

- NAME
101 ROOM NAME AND NUMBER
- AB## # INTERIOR ELEVATION CALLOUT AND DIRECTION OF ELEVATION VIEW
- XXX## FINISH TAG
- XX##/## EXTENT OF ACCENT PAINT OR WALL FINISHES

FINISH TAGS DISPLAYED IN GROUPING ON FINISH PLAN REPRESENT MAJORITY ROOM FINISH SELECTIONS. ORDER OF GROUPING DEFINED IN EXAMPLE BELOW:

- XXX## MAJORITY WALL FINISH
- XX##/## MAJORITY BASE FINISH
- XX## MAJORITY FLOOR FINISH

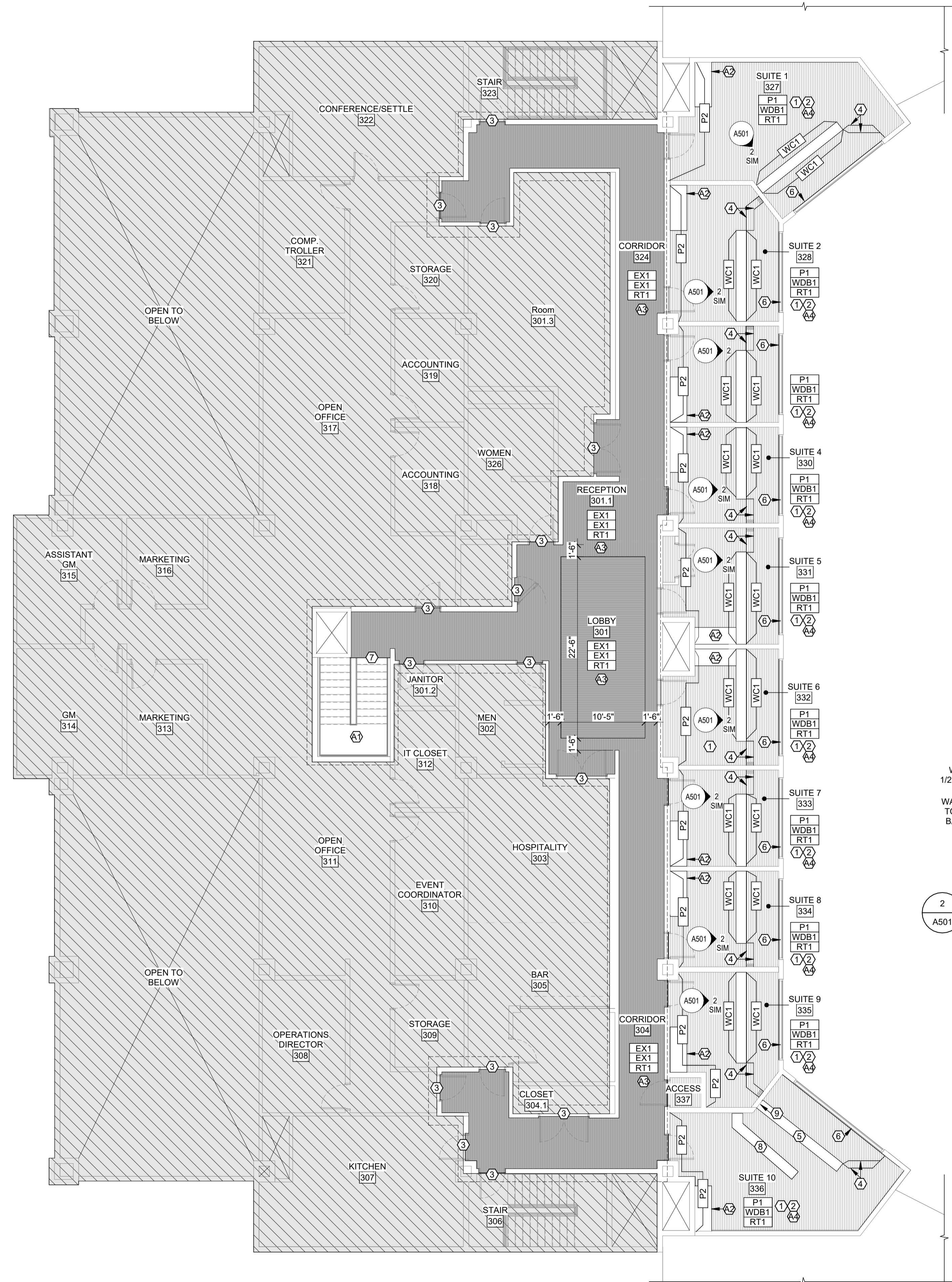
- FLOOR FINISH 'RT1'
- FLOOR FINISH 'RT1' (SEE KEYNOTE 'A3')
- FLOOR FINISH 'EX1'
- NOT IN SCOPE

GENERAL FINISH NOTES

- VERIFY ALL CONDITIONS AND DIMENSIONS IN FIELD. EXISTING CONDITIONS OF WINDOWS AND OTHER BUILDING ELEMENTS MAY VARY. IF MEASUREMENTS IN FIELD DEVIATE FROM THE DIMENSIONS SHOWN WITHIN THESE DOCUMENTS BY GREATER THAN 6" OR AFFECT DESIGN INTENT COORDINATE AND NOTIFY THE PROJECT ARCHITECT PRIOR TO CONTINUING WORK.
- FIELD VERIFY ALL DIMENSIONS PRIOR TO FABRICATION.
- ALL PRODUCTS ARE TO BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS, USING MANUFACTURER'S ADHESIVES, TOOLS, AND METHODS.
- REFER TO SPECIFICATIONS FOR ALL FINISH MATERIAL PRODUCT INFORMATION.
- COORDINATE ALL OWNER FURNISHED EQUIPMENT, ACCESSORIES, AND FURNITURE WITH OWNER AND/OR OWNER'S VENDOR.
- ALL FLOOR TRANSITIONS ARE TO OCCUR DIRECTLY BENEATH DOORS OR CENTERED IN OPENING UNLESS NOTED OTHERWISE.
- ALL FLOOR TRANSITIONS ARE TO BE ADA COMPLIANT.
- ALL GYPSUM WALLS TO BE PAINTED UNLESS OTHERWISE NOTED.
- ALL CEILINGS IN SUITES 1-10 TO BE 'AC1' UNLESS OTHERWISE NOTED.
- ALL METAL ACCESS PANELS, COVER PLATES, VENTS, AND GRILLES TO BE PAINTED TO MATCH THE SURFACE IT IS LOCATED ON.
- ALL PLASTIC LAMINATE COUNTERTOPS ARE TO BE 'PL1' WITH 1.5" BEVELED EDGE.
- ALL PAINTED SURFACES TO RECEIVE A MINIMUM OF ONE COAT PRIMER, TWO FINISH COATS. USE PRIMERS RECOMMENDED FOR EACH SUBSTRATE. FINISH COATS AS FOLLOWS: CONCRETE, MASONRY AND DRYWALL - SHERWIN WILLIAMS PROMAR 200, EG-SHEL FINISH. METAL TRIM - SHERWIN WILLIAMS PRO INDUSTRIAL ACRYLIC, SEMI-GLOSS FINISH. METAL CEILING GRID TO HAVE EG-SHEL FINISH. WOOD - SHERWIN WILLIAMS SCUFF TUFF INTERIOR WATERBASED ENAMEL, SEMI-GLOSS FINISH.
- BASIS OF DESIGN LISTED. ALTERNATE MATERIALS NEED PRIOR APPROVAL BY ARCHITECT AND OWNER.

KEYNOTES

- HANDRAILS IN THIS ROOM TO BE PAINTED 'P3'
- REMOVE EXISTING CEILING TILES, REPLACE WITH 'AC1'. PAINT EXISTING GRID 'P5'.
- GC TO DETERMINE 'TR2' PROFILE REQUIRED TO ACCOMMODATE EXISTING FLOORING.
- USE 'TR1' AT STAIR NOSING.
- MODIFY BAR TO BE 30" H. REUSE EXISTING COUNTERTOP
- CREATE SOLID SURFACE SILL 'SS1' CAP AT WINDOW.
- USE 'TR1' NOSING AT TOP STAIR ONLY.
- EXISTING BUILT IN BAR TO REMAIN.
- PATCH AND REPAIR WALL AS NEEDED.
- A1 ADD ALTERNATE #1: FINISH STAIRS AND LANDING WITH RUBBER TREADS, RISERS - SEE 'STR1'. PAINT EXISTING STRINGERS 'P2'. GC TO CONFIRM PRIOR TO START OF CONSTRUCTION IF INCLUDED IN THIS PROJECT.
- A2 ADD ALTERNATE #2: PAINT EXISTING CABINETS 'P4'. LEAVE COUNTERTOP EXISTING. GC TO CONFIRM PRIOR TO START OF CONSTRUCTION IF INCLUDED IN THIS PROJECT.
- A3 ADD ALTERNATE #3: 'FT1' FLOORING IN CORRIDOR AND LOBBY. REUSE EXISTING BASE. DO NOT PAINT. GC TO CONFIRM PRIOR TO START OF CONSTRUCTION IF INCLUDED IN THIS PROJECT.
- A4 ADD ALTERNATE #4: REPLACE CEILING GRID IN LIEU OF PAINTING CEILING GRID. GC TO CONFIRM PRIOR TO START OF CONSTRUCTION IF INCLUDED IN THIS PROJECT.



1 SECOND FLOOR FINISH PLAN
A501 1/8" = 1'-0"



NORTH REF

2 TYPICAL SUITE - EAST
A501 1/4" = 1'-0"

3 TYPICAL BAR COUNTER DETAIL
A501 1" = 1'-0"

MATERIALS LIST

ITEM NO	PRODUCT TYPE	MANUFACTURER	DESCRIPTION	COLOR	SIZE	NOTES
BASE						
WDB1	WOOD BASE		PAINT EXISTING BASE 'P4'			
CEILING						
AC1	ACOUSTIC CEILING	ARMSTRONG	FINE-FISSURED HIGH NRC-1755	BL-TECH BLACK	2' X 4' X 7/8"	
FLOOR						
RT1	RESILIENT FLOORING	PATCRAFT	REMOVE 1417V	NEUTRAL MIX 00550	12" X 24", 5 MM THICK	BIRCK INSTALLATION METHOD. GLUE DOWN WITH MANUFACTURER'S RECOMMENDED ADHESIVE.
GENERAL						
EX1	EXISTING TO REMAIN					
MILLWORK						
PL1	PLASTIC LAMINATE SOLID SURFACE	FORMICA CORIAN	USED AT WINDOW SILL	TINTED PAPER TERRAZZO 8812 DOVE	3" x 3" X 1/2" THICKNESS	90 DEGREE SILL WITH EASED EDGES
TRANSITIONS						
STR1	STAIR COMPONENTS (ALL NOSING, TREAD, RISER)	JOHNSONITE	ANGLEFIT RUBBER STAIR TREADS W/ INTEGRATED RISER FOR THE VISUALLY IMPAIRED	71-STORM CLOUD	SIZE AND NOSING PROFILE REQUIRED FOR COMPLETE INSTALLATION	INSTALL MATCHING RUBBER FLOOR TILES AT LANDING
TR1	TRANSITION PROFILE	FUTURA	LVT 341 NO LIP STAIR NOSING	ETCHED ALUMINUM	5MM LVT FOR OUTSIDE STAIR NOSE	
TR2	TRANSITION PROFILE	JOHNSONITE	SLIMLINE REDUCER STRIP	71-STORM CLOUD		SEE DRAWINGS
WALL						
P1	PAINT	SHERWIN WILLIAMS	TYPICAL WALL PAINT	BEDROCK 9563		
P2	PAINT	SHERWIN WILLIAMS	ACCENT WALL PAINT	OUTERSPACE 6251		
P3	PAINT	SHERWIN WILLIAMS	HANDRAIL PAINT	MINDFUL GRAY 7016		
P4	PAINT	SHERWIN WILLIAMS	BASE, CABINET, WOOD CAP PAINT	CITYSCAPE 7067		
P5	PAINT	SHERWIN WILLIAMS	METAL GRID PAINT	INKWELL 6992		
WC1	WALLCOVERING	MOMENTUM	TRANQUILITY WC	LEAD 2ATR-32	54" W X 3/16" THICK	INSTALLATION METHOD: NON-REVERSE HANG. RANDOM MATCH. NO REPEAT.

308 6TH AVE N, BILLINGS MT, 59101
YELLOWSTONE COUNTY
METRAPARK SKYBOX REFRESH

COMMON WORK GENERAL NOTES

- COMPLY WITH THE LATEST ADOPTED VERSION OF NEC, ENERGY CODE, AND ANY OTHER LOCAL CODES/STANDARDS.
- REFER TO AND COMPLY WITH DETAILS LISTED IN THE PROJECT SPECIFICATIONS DOCUMENT.
- ITEMS SHOWN IN LIGHT LINE WEIGHT ARE EXISTING TO REMAIN, UNLESS NOTED OTHERWISE. ITEMS SHOWN IN HEAVY LINEWEIGHT ON NEW PLANS, ARE ALL NEW OR RELOCATED UNLESS NOTED OTHERWISE.
- ELECTRICAL DRAWINGS ARE DIAGRAMMATIC IN NATURE. ELECTRICAL CONTRACTOR SHALL COORDINATE ALL ELECTRICAL EQUIPMENT AND DEVICE LOCATIONS WITH ARCHITECTURAL, MECHANICAL, AND PLUMBING DIVISIONS PRIOR TO ROUGH-IN. REFER TO AND COORDINATE WITH ARCHITECTURAL, MECHANICAL, AND PLUMBING DRAWINGS FOR ADDITIONAL WORK THAT IS REQUIRED BY THE ELECTRICAL CONTRACTOR.
- INFORMATION ON DRAWINGS HAS BEEN ASCERTAINED FROM EXISTING DRAWINGS AND/OR FIELD OBSERVATIONS. THIS INFORMATION IS AS ACCURATE AS CONDITIONS WOULD ALLOW. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VISIT THE SITE, PRIOR TO BID, AND BECOME FAMILIAR WITH THE EXTENT OF THE WORK REQUIRED. NO EXTRAS WILL BE ALLOWED FOR ALTERATIONS OF A FORESEEABLE NATURE REQUIRED TO ACHIEVE THE END RESULT AS INDICATED BY CONTRACT DOCUMENTS.
- ANY ITEMS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR, AT NO ADDITIONAL COST TO THE OWNER.
- REFER TO SPECIFICATION 260533 FOR EXPOSED AND CONCEALED RACEWAY REQUIREMENTS.
- ALL WORK REQUIRING BUILDING SHUTDOWN TO EXISTING AND OPERATING PORTIONS OF THE BUILDING SHALL BE COORDINATED IN WRITING WITH BUILDING OWNERS' REPRESENTATIVE MINIMUM 10-DAYS PRIOR TO SHUTDOWN.
- ELECTRICAL CONTRACTOR SHALL MAINTAIN FIRE RATINGS FOR ALL CONDUIT AND BOX PENETRATIONS THROUGH FIRE-RATED CONSTRUCTION. SEAL ALL PENETRATIONS OF RATED WALLS PER SPECIFICATIONS. SEE ARCHITECTURAL DRAWINGS FOR WALL RATINGS AND LOCATIONS.
- COORDINATE PATHWAYS AND LOCATIONS OF ALL DEVICES INSTALLED WITHIN CASEWORK WITH SHOP DRAWINGS PRIOR TO ROUGH-IN AND INSTALLATION.
- CONTRACTOR SHALL NOT ROUTE ANY CONDUIT WITHIN STRUCTURAL MEMBERS OR STRUCTURAL TOPPING SLABS OF FLOORS, UNLESS NOTED OTHERWISE AND COORDINATED WITH STRUCTURAL. DRAWINGS INDICATE GENERAL DIRECTIONS AND ROUTES. FIELD COORDINATE EXACT ROUTE AND INSTALLATION OF CONDUIT WITH CONDITIONS OF CONSTRUCTION.
- REFER TO ARCHITECTURAL ELEVATIONS FOR OUTLET HEIGHTS WHERE THE SPECIFIC OUTLET HEIGHT IS NOT INDICATED ON THE DRAWING. REFER TO THE ELECTRICAL LEGEND FOR THE DEFAULT. OUTLET HEIGHT WHEN NOT INDICATED ON ELEVATIONS OR ON THIS SHEET.
- ADA COMPLIANCE: ELECTRICAL DEVICES PROJECTING FROM WALLS WITH THEIR LEADING EDGES BETWEEN 27" AND 80" AFF SHALL PROTRUDE NO MORE THAN 4" INTO WALKS OR CORRIDORS.
- ALL SPARE CONDUITS SHALL CONTAIN A PULL CORD. EACH END OF THE CONDUIT SHALL HAVE A LABEL IDENTIFYING THE TERMINATION POINT OF THE OPPOSITE END OF THE CONDUIT.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL EXISTING UNDERGROUND UTILITIES PRIOR TO EXCAVATION. ANY DAMAGE TO THE EXISTING UTILITY SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR IS RESPONSIBLE FOR ALL TRENCHING, PATCHING, EXCAVATION, BACKFILL, AND RESTORATION RELATED TO THEIR WORK.

DEMOLITION GENERAL NOTES

- OWNER SHALL HAVE FIRST RIGHT OF REFUSAL OF ALL EQUIPMENT, FIXTURES, DEVICES, ETC. WHICH ARE INDICATED TO BE REMOVED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FIXTURES INDICATED TO BE REUSED OR RELOCATED AND SHALL PROTECT ALL ITEMS FOR THE DURATION OF CONSTRUCTION. ANY ITEMS DAMAGED OR RUINED DURING STORAGE SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST.
- ELECTRICAL WORK IS THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR. PATCHING AND PAINTING IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
- DISCONNECT ALL ELECTRICAL ITEMS WHICH ARE TO BE REMOVED AND/OR RELOCATED WHILE MAINTAINING CONTINUITY OF REMAINING CIRCUITRY.
- PROVIDE NEW CONDUCTORS, RACEWAYS, ETC., AS REQUIRED TO MAINTAIN OPERATION OF EXISTING OUTLETS, EQUIPMENT, ETC. WHICH REMAIN OR ARE RELOCATED.
- NO EXISTING WIRING MAY BE REUSED IN THE NEW ELECTRICAL WORK UNLESS OTHERWISE NOTED.
- ALL EXISTING CIRCUITS, CONDUIT AND WIRE THAT ARE NOT IN USE AFTER DEMOLITION IS COMPLETED SHALL BE REMOVED.
- EXISTING CONDUITS IN THE FLOOR WHICH ARE NOT USED AND WHICH ARE ABANDONED SHALL BE TRIMMED TO FLOOR SURFACE, GROUND FLUSH AND FILLED WITH GROUT. FINISH FLOOR TO MATCH EXISTING.
- WORK SHALL BE PERFORMED WITH NO DISRUPTION OF THE OWNER'S BUSINESS. ALL ELECTRICAL POWER DISRUPTIONS SHALL BE SCHEDULED AND APPROVED BY THE OWNER.
- ALL DASHED ITEMS ON DEMOLITION PLANS ARE TO BE REMOVED UNLESS NOTED OTHERWISE. SOLID ITEMS ARE TO REMAIN OR TO BE RELOCATED AS NOTED. NOTE - ITEMS SHOWN IN THE DEMOLITION PLANS ARE BASED ON FIELD OBSERVATIONS. ADDITIONAL ELECTRICAL ITEMS MAY BE ENCOUNTERED THAT ARE NOT SHOWN - ALL GENERAL ELECTRICAL ITEMS ARE TO BE REMOVED THAT ARE NOT SHOWN BUT ARE IN AREAS OF COMPLETE REMODEL.

LIGHTING GENERAL NOTES

- LIGHTING CONTROLS MANUFACTURER SHALL PROVIDE SHOP DRAWINGS INDICATING ALL REQUIRED CONNECTIONS FOR RESPECTIVE MANUFACTURER'S SYSTEM. PROVIDE ALL LIGHTING CONTROLS CONNECTIONS IN ACCORDANCE WITH MANUFACTURER'S SHOP DRAWINGS.
- LOW VOLTAGE WIRING IS NOT DEPICTED ON PLAN DIAGRAMS. REFER TO MANUFACTURER'S CONNECTION DIAGRAMS FOR LOW VOLTAGE REQUIREMENTS. ALL LOW VOLTAGE CABLE IS TO BE PLENUM RATED.
- CONTRACTORS WORK SHALL INCLUDE ALL LABOR, MATERIALS, AND EQUIPMENT REQUIRED FOR A COMPLETE AND OPERATIONAL SYSTEM.
- WHERE OCCUPANCY SENSORS ARE SHOWN, THE MANUFACTURER SHALL PROVIDE ADEQUATE QUANTITY OF SENSORS BASED ON SPECIFIC MANUFACTURER SENSOR COVERAGE.
- FIELD VERIFY EXACT LOCATION OF EACH SENSOR. LOCATE PER MANUFACTURER'S RECOMMENDATIONS. ULTRASONIC SENSORS SHALL BE INSTALLED A MINIMUM OF 5FT FROM ANY HVAC SUPPLY OR RETURN AIR DIFFUSER.
- PROVIDE TRAINING FOR OWNER'S MAINTENANCE PERSONNEL AND DEVICE ADJUSTMENT AS REQUIRED IN SPECIFICATION 260923.
- ALL EXIT LIGHTS AND EMERGENCY SENSING LEGS FOR EMERGENCY FIXTURES SHALL BE CONNECTED AHEAD OF SWITCH LEG FOR THE LOCAL AREA CIRCUIT. WHERE MULTIPLE CIRCUITS EXIST WITHIN A SPACE, LOCAL AREA CIRCUIT SHALL BE DEFINED AS GENERAL AREA LIGHTING CIRCUIT, UNLESS NOTED OTHERWISE.

ELECTRICAL LEGEND

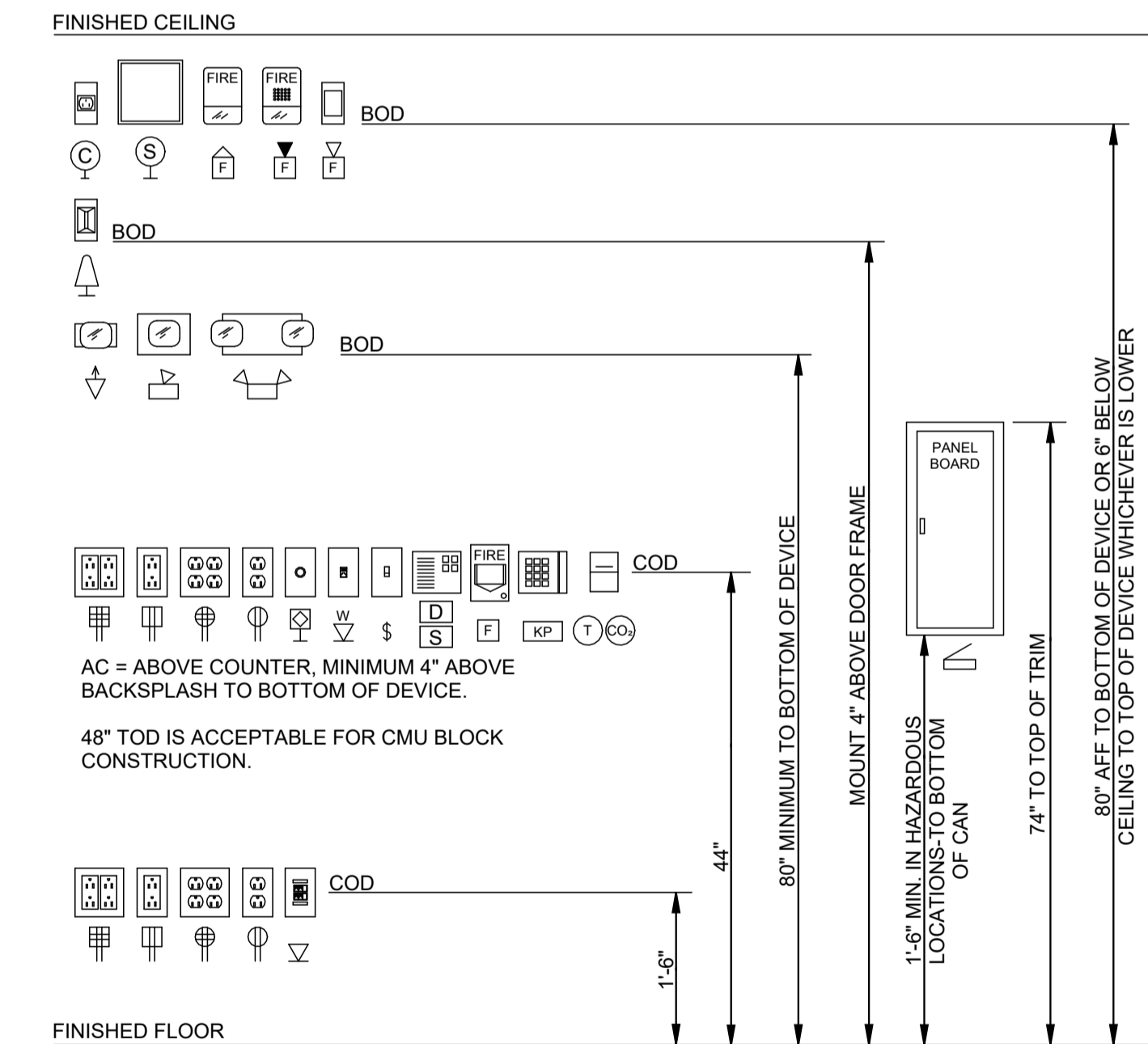
LIGHTING

SYMBOL	DESCRIPTION
	LAY-IN OR RECESSED FIXTURE, SIZE ON PLANS
	RECESSED DOWNLIGHT FIXTURE
	LIGHT SWITCH SUBSCRIPT: D - DIMMING SWITCH

ABBREVIATIONS AND MISCELLANEOUS

SYMBOL	DESCRIPTION
AC	ABOVE COUNTER, 4" BACK SPLASH
ATS	AUTOMATIC TRANSFER SWITCH
AFG	ABOVE FINISHED GRADE
AFF	ABOVE FINISHED FLOOR
AL	ALUMINUM
BLG	BELOW GRADE
BOD	BOTTOM OF DEVICE
C	CONDUIT
CLG	CEILING
COD	CENTER OF DEVICE
CU	COPPER
(D)	DEMO
(E)	EXISTING
EC	ELECTRICAL CONTRACTOR
GC	GENERAL CONTRACTOR
GND	GROUND
LSI	FIELD ADJUSTABLE LONG TIME, SHORT TIME AND INSTANTANEOUS
LSIG	FIELD ADJUSTABLE LONG TIME, SHORT TIME, INSTANTANEOUS AND GROUND FAULT
MC	MECHANICAL CONTRACTOR
(N)	NEW
NL	NIGHT LIGHT
QTY	QUANTITY
(R)	RELOCATED
SF	SURFACE
TC	TEMPERATURE CONTROL CONTRACTOR
TTB	TELEPHONE TERMINAL BOARD
TYP	TYPICAL
UG	UNDERGROUND
W	WITH
WM	WIRE MOLD
WP	WEATHER PROOF (WHILE IN USE)
XFMR	TRANSFORMER
a.b.c etc	SWITCH DESIGNATION
BN1L-2.4.6	CIRCUIT DESIGNATION, PANEL BN1L, CIRCUITS 2,4,6
1/E501	INDICATES DETAIL 1 ON SHEET E501
#	SHEET WORK NOTE
#	SHEET DEMO WORK NOTE
	HOME RUN TO PANEL
	CONDUIT CONCEALED IN CEILING OR WALL
	CONDUIT CONCEALED UNDER FLOOR OR GRADE
	LOW VOLTAGE CIRCUIT
	FIBER OPTIC CABLE
	CABLE TRAY
	CIRCUIT, NUMBER OF HASH MARKS INDICATES NUMBER OF CONDUCTORS IN CABLE/RACEWAY. GROUND WIRE IS NOT SHOWN BUT SHALL BE INCLUDED. NO HASH MARKS INDICATES 2 CONDUCTORS PLUS GROUND.

INTERIOR BOX MOUNTING HEIGHTS



LIGHTING FIXTURE SCHEDULE																
TYPE	DESCRIPTION	MANUFACTURER	FIXTURE			MOUNTING			LIGHT SOURCE			OPTIONS		NOTES		
			CATALOG NUMBER	ENERGY LISTING		LOCATION	TYPE	HEIGHT	VOLTAGE	VA	FINISH	CRI	KELVIN		LUMENS	DIMMABLE
D1	6" DOWNLIGHTS	GOTHAM	IVO6 D 15LM 35K 90CRI WD MIN10 MVOLT ZT AR LSS F	ENERGY STAR		CEILING	RECESSED	-	120 V	15.00	SEMI SPECULAR	90	3500K	1500 lm	0-10V - 10% DIMMING	1

LIGHTING CONTROL EQUIPMENT SCHEDULE						
GENERAL NOTES: A. LOW VOLTAGE WIRING NOT DEPICTED ON PLAN DIAGRAMS. REFER TO MANUFACTURERS CONNECTION DIAGRAMS FOR LOW VOLTAGE REQUIREMENTS. B. ALL LOW-VOLTAGE CABLING AND CONTROLLERS SHALL BE PLENUM RATED. C. CONTRACTORS WORK TO INCLUDE ALL LABOR, MATERIALS, AND EQUIPMENT REQUIRED FOR A COMPLETE AND OPERATIONAL SYSTEM. D. FIELD VERIFY EXACT LOCATION OF EACH SENSOR. LOCATE PER MANUFACTURER'S RECOMMENDATIONS. ULTRASONIC SENSORS SHALL BE INSTALLED A MINIMUM OF 5FT FROM ANY HVAC SUPPLY OR RETURN AIR DIFFUSER. E. ALL CONTROLS SHALL BE FULLY ADJUSTED. ELECTRICAL CONTRACTOR TO PROVIDE TRAINING TO OWNER/MAINTENANCE STAFF FOR PROGRAMMING OF ALL LIGHTING CONTROLS IN PROJECT. F. ELECTRICAL CONTRACTOR TO PROVIDE FOLLOW UP AT 6 MONTHS AND 1 YEAR TO ADJUST LIGHTING AND LIGHTING CONTROLS AND PROVIDE ADDITIONAL TRAINING TO OWNER/MAINTENANCE STAFF IF REQUESTED.						
STANDARD SEQUENCE OF OPERATIONS: 1) NONE						
SYMBOL	SUBSCRIPT	MANUFACTURER	CATALOG NUMBER	VOLTAGE	MOUNTING HEIGHT	NOTES
§	D	SENSOR SWITCH	sPODMRA D BK	120 V	+44"	

ELECTRICAL SHEET INDEX

- E001 LEGENDS AND GENERAL NOTES
- E002 ELECTRICAL SPECIFICATIONS
- E202 LIGHTING PLANS

Cushing Terrell

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800.757.9522

308 6TH AVE N. BILLINGS MT. 59101
YELLOWSTONE COUNTY
METRAPARK SKYBOX REFRESH

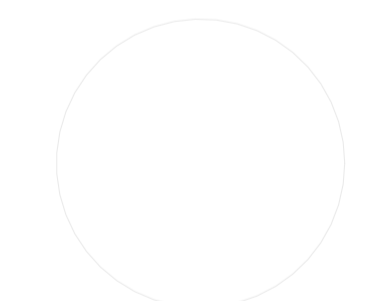
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CONSTRUCTION DOCUMENTS

10.22.2025
PROJ# | YC25_METBOX
DESIGNED BY | RESTAD
DRAWN BY | RESTAD
REVIEWED BY | HAIDLE
REVISIONS

LEGENDS AND GENERAL NOTES

E001



ELECTRICAL SPECIFICATIONS

DIVISION 26 - ELECTRICAL

SCOPE

The provisions, terms and requirements of Division 1 and 2, the applicable Drawings and Technical Specifications herein shall apply to work under this Division.

This Work consists of, but is not necessarily limited to, the furnishing of all labor, equipment, appliances and materials and the performance of all operations in connection with the installation of all electrical work completed, in strict accordance with Specifications and/or Drawings, applicable codes, including incidental materials necessary and required for their completion.

"PROVIDE" = Furnished and installed complete. "OR EQUAL" = Or equal as approved to quote by Engineer, 10 days prior to Bid via addendum.

260000 - COMMON WORK RESULTS

- A. Intent of Drawings: Drawings are partly diagrammatic and do not show exact location of conduit unless specifically dimensioned.
- B. Workmanship:
 - 1. Work shall be accomplished by workmen skilled in particular trade, in conformance with best practices and accepted standards.
 - 2. Work shall contribute to efficiency of operation, accessibility, maintenance and appearance. No part of installation shall interfere with operation of any other system or part of building.
 - 3. Non-satisfactory work shall be corrected at no additional expense to Owner.
- C. Responsibility:
 - 1. The Electrical Contractor is responsible for installation of satisfactory and complete work in accordance with the intent of Drawings and Specifications. Provide, at no extra cost, incidental items required for completion of work even though not specifically mentioned or indicated in Specifications or on Drawings.
 - 2. If, at any time, and in any case, change in location of conduit, outlets, fixtures, switches, panels, electrical equipment or associated components, etc., becomes necessary due to obstacles or installation of other trades, such required changes shall be made by Contractor at no extra cost.
 - 3. Conflicts discovered during construction shall be immediately called to the attention of the Engineer for decision. Do not proceed with installation in area of question until conflict has been fully resolved.
 - 4. Coordinate all electrical work with other trades to prevent unnecessary delays in the construction schedule.
 - 5. Excavation and backfill required by electrical installations shall be accomplished in accordance with Division 2 by this Contractor.
 - 6. Provide temporary electrical power and lighting for all trades that require service during the course of this Project. Provide temporary service and distribution as required. Comply with the NFPA 70 and OSHA requirements. (Energy costs by General Contractor.)
- D. Guarantee-Warranty: This Contractor shall and hereby does warrant and guarantee:
 - 1. That all work executed under this Section will be free from defects of materials and workmanship for a period of one year from the date of final acceptance of this work.
 - 2. The Contractor agrees to, at the Contractor's own expense, repair and replace all such defective materials and work and all other work damaged thereby which becomes defective during the term of warranty. Agreement does not include damages done by Owner.
- E. Permits, Tests, Codes and Standards:
 - 1. Electrical Contractor to pay for all permits and fees in connection with this work.
 - 2. WORK SHALL BE IN ACCORDANCE WITH THE MOST RECENT EDITIONS OF ADOPTED LOCAL, STATE AND NATIONAL CODES AND ORDINANCES, THE STATE FIRE MARSHAL, AND UTILITY COMPANY REGULATIONS.
 - 3. Electrical work shall conform to National Electrical Codes, latest editions, as a minimum requirement.
 - 4. All material to conform with applicable standards.
- F. Discrepancies: Prior to submitting Bid, Contractor shall refer any apparent discrepancies or omissions to engineer for clarification.
- G. Prior Approvals: All proposed substitutions shall be received by the Engineer **10 days prior to Bid. Priors received after 3 p.m. of the 10th day will be rejected.** Supply technical data, photometrics and dimensional Drawings showing that substitutes are equal to product specified.
- H. Shop Drawing Submittals:
 - 1. In addition to distribution requirements for submittals specified in Division 1 Section "Submittals" submit Electronic Drawings in pdf format for final and official approval through the General Contractor as listed below. **Provide pdf bookmark tabs for each type and section.** Provide separate pdf for each spec section; do not combine sections together unless they are 5 pages or less. If the Authority Having Jurisdiction requires Shop Drawings to have a Registered Engineers Stamp Affixed, this shall be the sole responsibility of the Contractor to acquire such stamp at Contractor's cost.

Additional copies may be required by individual Sections of these Specifications. Copies of price list sheets are not acceptable. Manufacturer's name and address must appear on each sheet. All copies shall be legible.

Shop Drawings shall include a completed specification sheet of all equipment along with fabrication, installation drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Installation drawings for fire alarm shall be done with a computer cadd program and include no other system. A basic floor plan in pdf, electronic format can be obtained through the General Contractor. Autocad .dwg format will not be available.
- I. Project Close-Out Record Documents:
 - 1. Provide three full size sets, unless more are called for under Division 1 (one for Engineer and one for Owner). In addition to requirements called for under Division 1, indicate the following installed conditions:
 - a. Actual location of all electrical service gear/feeders, panel/motor/special equipment feeders, all major underground or underslab conduits, all conduit stubs for future use, any change in branch circuitry from Drawings, key junction boxes and pull boxes not indicated on Drawings, any control locations or indicator lights not shown on Drawings.
 - b. Addendum items, change order items and all changes made to Drawings from Bidding phase through to Project completion.
 - c. Actual equipment and materials installed. Where manufacturer and catalog number are indicated on Drawings, generally or in fixture or equipment schedules, change to reflect actual products installed.
 - d. Change service panel and branch panel breaker locations and schedules to reflect actual installed conditions.
- J. Project Close-out Maintenance Manuals:
 - 1. Prepare 3 copies, unless more are called for under Division 1 (one for Engineer, two for Owner). In addition to requirements under Division 1, provide heavy duty, durable 3-ring vinyl covered loose-leaf binder for each manual sized to receive 8.5 inch by 11 inch paper. Provide a clear plastic sleeve on the spine to hold labels and pockets in the cover to receive folded sheets. In manual, include all Shop Drawings, installation/operation/maintenance data furnished with electrical equipment, voice/data test reports, and letters from manufacturer's representatives that the fire alarm, has been completed and tested to satisfy requirements/codes. List project name, date, and Contractor's name, address and telephone number. Include index sheet for each Specification Section indicating equipment, with supplier and supplier's telephone number. Provide tabbed dividers indicating major groupings of equipment.
 - 2. Turn over to Owner all spare equipment and devices specified and shown.
- K. Supporting Equipment:
 - 1. Unless otherwise indicated, fasten electrical items and their supporting hardware securely to the building structure, including conduits, raceways, cables, cable trays, busways, cabinets, panelboards, transformers, boxes, disconnect switches, and control components. Fasten by means of wood screws or screw-type nails on wood, toggle bolts on hollow masonry units, concrete inserts or expansion bolts on concrete or solid masonry, and machine screws, welded threaded studs, or spring-tension clamps on steel. Threaded studs driven by a power charge and provided with lock washers and nuts may be used instead of expansion bolts and machine or wood screws. Do not weld conduit, pipe straps, or items other than threaded studs to steel structures. In partitions of light steel construction, use sheet metal screws. All device boxes in sheetrock walls will be tight before, during and after installation of sheetrock.
 - 2. Provide supports for electrical items in accordance with NFPA 70 and all other applicable codes.
 - 3. Contractor responsible for providing watertight conduit penetrations at all watertight walls, floors roofs and membranes. Contractor also responsible to maintain fire rating of walls, floors, roofs and membranes penetrated.
 - 4. When applicable, center within insulation any electrical conduit routed in attic space. Provide sealing as per NFPA 70 300-7 for all conduits exposed to different temperatures.

260000 - COMMON WORK RESULTS (continued)

- L. Electrical Identification:
 - 1. Apply circuit/control/item designation labels of engraved plastic laminate for disconnect switches, breakers, pushbuttons, pilot lights, FA duct detection, motor starters, panelboards and main control panel and similar systems.
 - 2. Identify all 120 VAC and 208 VAC power receptacle cover plates with panel and circuit number utilizing a clear label with black designations. Designation example: L1-38.
 - 3. Identify underground exterior electrical circuits by installation of continuous underground plastic marker, 6 - 8 inches below grade.
- 260300 - REMODEL WORK
- A. The Contractor shall carefully examine the Drawings and Specifications, visit the project site, and make note of all existing conditions, dimensions and limitations prior to Bid and make allowances thereto.
 - B. No Change Orders will be issued for Contractor's failure to visit site, remodel work necessary for a complete installation of systems shown, and due to Contractor's lack of understanding of amount or difficulty of work involved.
 - C. The Contractor shall also notify all corporations, companies, individuals or local authorities owning, or having jurisdiction over existing utilities and services which interfere in any manner with the execution of the work under this Contract, and shall remove, relocate or protect such utilities or equipment as required by the parties having jurisdiction over same.
 - D. If existing active or non-active services (which may not be shown on plans) are encountered that require relocation or disconnecting, the Electrical Contractor shall make written request for decision on proper handling of the services. The Electrical Contractor shall not proceed with the work until so authorized by the Architect.
 - E. When areas of the existing buildings are adjacent to the area of construction in which work is going on and are occupied, then this Contractor shall arrange the work so as to reduce to a minimum the periods of interruption or outages in the various services.
 - F. Not less than one week before any system is to be put out of service, the Contractor shall notify and coordinate with other trades and the Owner of such necessity including the extent of the work to be done during the outage, possible length of time required for that phase of the work, and the desired time at which the outage is to begin.
 - G. Balance additional loads to existing circuitry between phases. Furnish a revised, typed panel directory on existing panelboards where loads have been added or changed on this project.
 - H. Carefully lay out all work in advance to minimize cutting, channeling or drilling. Where necessary, all cutting and patching shall be done in a manner approved by the Architect. Do not endanger the stability of the structure. Restore any damaged surfaces to original conditions. Contractor at fault to assume all costs.
 - I. Remove or relocate existing conduits, wires, equipment, devices or fixtures indicated on Drawings and as required by remodel operations. Where the reuse of existing conduits, wires, devices, or fixture is permitted, verify that wiring is continuous. Existing outlets or junction boxes shall not be rendered inaccessible by structural changes made to the building.
 - J. Where existing walls are being furred out or refinished, extend existing outlets and devices to new surface as required.
 - K. Existing equipment which is indicated as being removed and not indicated for re-use shall be disposed of unless stated otherwise. Light fixture ballasts may contain PCB's and shall be disposed of according to environmental regulations.

260519 - CONDUCTORS AND CABLES

- A. Submit Shop Drawings in accordance with the "Common Work Results" Section.
- B. Feeders: Copper THHN-THWN. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- C. Branch Circuits: Copper THHN-THWN. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- D. Multi-conductor Cable: Copper Type AC and Type MC with separate insulated ground wire.
- E. Aluminum conductors are not acceptable.
- F. Conductor Insulation: Comply with NEMA WC 70 for types THHN-THWN. Utilize other types of insulation only where specifically noted or required by code for the installed condition.
- G. Tighten electrical connectors and terminals, including screws and bolts, in accordance with manufacturer's published torque tightening valves or as specified in UL Codes.
- H. Color code secondary service, feeder, and branch circuit conductors with factory applied color as follows:

208y/120 Volts	Phase	480y/277 Volts
Black	A	Brown
Red	B	Purple
Blue	C	Yellow
White	Neutral	Gray
Green	Ground	Green

260533 - RACEWAYS AND BOXES

- A. Submit Shop Drawings in accordance with the "Common Work Results" section.
- B. Conduit Raceway:
 - 1. Indoors, use the following, unless otherwise stated:
 - a. Concealed: EMT or MC cable.
 - b. Exposed: EMT, IMC or RMC.
 - c. Connection to vibrating equipment: Flexible metal conduit.
 - 2. Outdoors, use the following, unless otherwise stated:
 - a. Concealed: RMC or IMC.
 - b. Exposed: RMC or IMC.
 - c. Underground: Schedule 40 PVC with Schedule 80 PVC fittings.
 - d. Connection to Vibrating Equipment: Liquid tight flexible metal conduit.
 - 3. **ENT IS NOT ALLOWED.**
 - 4. Conceal conduit and cable, unless otherwise noted: conduit is permitted to be exposed in equipment rooms. All conduits shall have insulated ground wire installed. Do not install conduit embedded in slabs. EMT fittings shall be steel, compression or set screw type. All raceways shall be installed and supported in accordance with NFPA 70 and applicable codes.
- C. Outlet Boxes:
 - 1. Conform to UL 514A, "Metallic Boxes, Electrical," and UL 514B, "Fittings for Conduit and Outlet Boxes." Outlet boxes shall be metallic and installed flush in all areas, except mechanical rooms, above lay-in ceilings, or as otherwise indicated. Minimum size to be 4 inches square by 2-1/8 inches deep. Boxes shall be of type, shape, size and depth to suit each location and application. All fittings shall be steel.
- D. Pull and Junction Boxes:
 - 1. Comply with UL 50, "Electrical Cabinets and Boxes," for boxes over 100 cubic inches volume. Boxes shall have screwed or bolt-on covers, shall be suitable for the intended application and shall be labeled.
- E. All materials shall be UL listed, appropriate for intended application. Entire raceway system shall be in accordance with NFPA 70, ANSI, NEMA, UL, and all other applicable codes.

260923 - LIGHTING CONTROL DEVICES

- A. Submit Shop Drawings in accordance with the "Common Work Results" Section. Shop drawings shall include background floor plans with device layouts and wiring/wire types, and coverages to demonstrate how this system will function to meet the design intent and the energy code.
- B. Manufacturer: As scheduled on the drawings.
- C. Perform the following tests and inspections:
 - 1. Operational Test: After installing time switches and sensors, and after electrical circuitry has been energized, start units to confirm proper unit operation.
 - 2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Occupancy Adjustments: When requested within 12 months from date of Substantial Completion, provide on-site assistance in adjusting lighting control devices to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.
- E. Provide letter of verification that the system has been completed and successfully tested. Letter to be included in As-Built manuals.

262726 - WIRING DEVICES

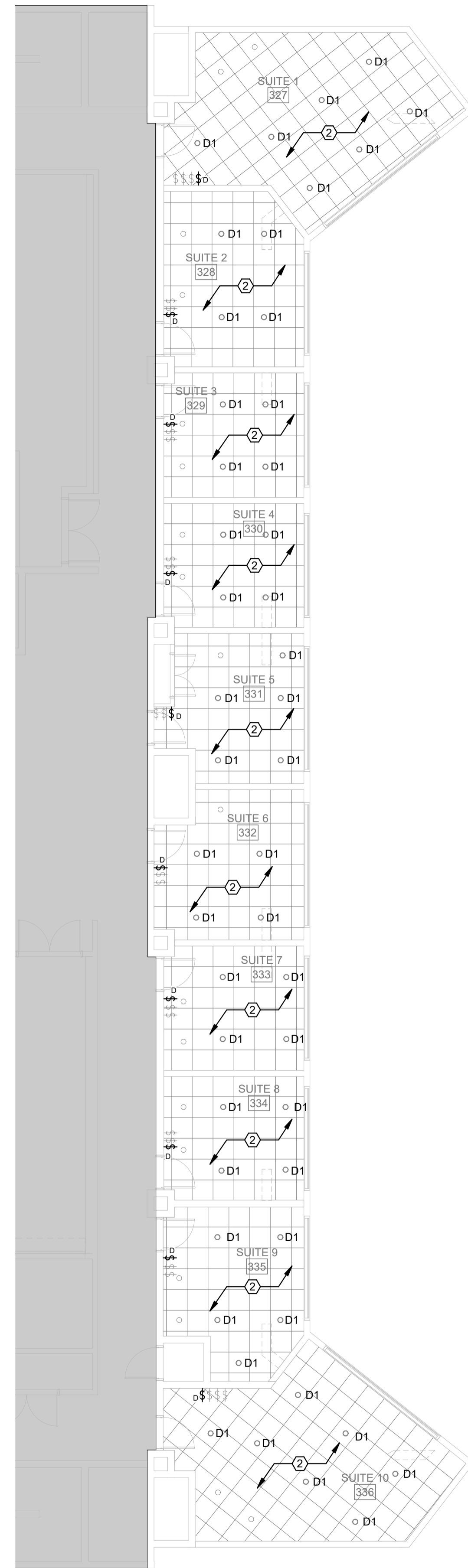
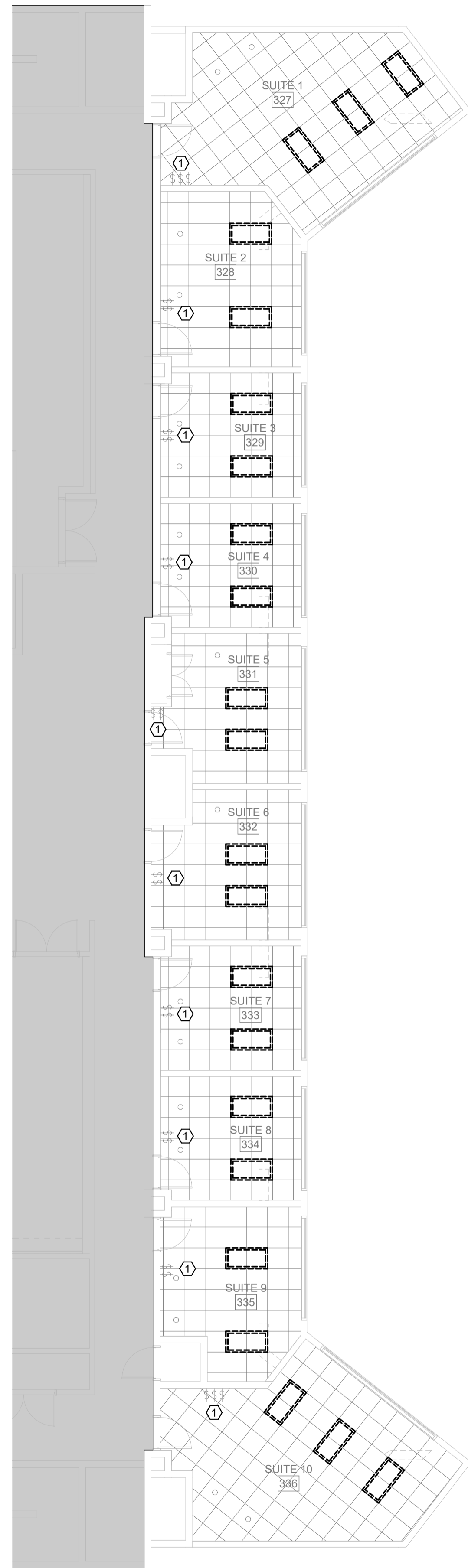
- A. Submit Shop Drawings in accordance with the "Common Work Results" Section.
- B. Acceptable Manufacturers: Pass & Seymour, Bryant, GE, Hubbell, Leviton.
- C. Devices:
 - 1. General light switches shall be 20 amp, 120/277 volt AC rated and **Industrial Grade**.
 - 2. Dimmers shall be as scheduled on the construction documents.

LIGHTING PLAN GENERAL NOTES

- A. ALL EXISTING 2X4 FLAT PANELS IN THE SKY BOXES SHALL BE REMOVED AND RETURNED TO OWNER.
- B. ALL EXISTING DOWNLIGHTS ARE EXISTING TO REMAIN.
- C. RETAIN BRANCH CIRCUIT FROM REMOVED FIXTURES FOR REUSE IN NEW CONSTRUCTION.
- D. SWITCHES ARE SHOWN IN ROOM FOR REFERENCE ONLY LOCATE NEW SWITCH NEXT TO EXISTING SWITCH BANK IN EACH SKY BOX.

KEYNOTES

- 1. EXISTING SWITCH BANK. REMOVE SWITCH TO EXISTING FLAT PANELS AND UPDATE COVER PLATE. MATCH EXISTING STAINLESS STEEL COVER PLATE FINISH.
- 2. CONNECT ALL NEW FIXTURES SHOWN IN ROOM TO EXISTING BRANCH CIRCUIT RETAINED FROM DEMOLITION. CIRCUIT SHALL NOT EXCEED 16A.



1 2ND FLOOR LIGHTING DEMOLITION PLAN
E202 1/8" = 1'-0"

2 2ND FLOOR LIGHTING REMODEL PLAN
E202 1/8" = 1'-0"

308 6TH AVE N. BILLINGS MT. 59101
YELLOWSTONE COUNTY
METRAPARK SKYBOX REFRESH

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CONSTRUCTION DOCUMENTS

10.22.2025
PROJ# | YC25_METBOX
DESIGNED BY | RESTAD
DRAWN BY | RESTAD
REVIEWED BY | HAIDLE
REVISIONS

LIGHTING PLANS

E202

B.O.C.C. Regular

Meeting Date: 10/28/2025

Title: Invitation for Bid - 2026 RSID Chip Seal Project

Submitted For: Logan Mclsaac

Submitted By: Logan Mclsaac

TOPIC:

Invitation for Bid - 2026 RSID Chip Seal Project

BACKGROUND:

The Public Works Department is requesting Commissioners' approval to release an Invitation for Bids, seeking a contract for the 2026 RSID chip seal project. Bids must be received no later than 3:00PM on Monday, November 17th, 2025. All timely bids will be opened and read aloud on Tuesday, November 18th, 2025, at 9:00AM during the Commissioners' regular board meeting. Bids received after the deadline will not be considered.

This year's Public Works has selected 20 RSID Subdivision communities for the biannual chip seal project. There were several criteria that went to selecting these subdivisions, with the main points of consideration being: wear and use of the subdivision roads, available project funds, and timing of regularly scheduled maintenances. Work areas have been thoughtfully grouped to economically benefit the smaller subdivisions to help spread and minimize incidental mobilization costs from subdivision to subdivision in hopes to achieve an optimized benefit of economy of scale pricing. Many of the proposed subdivisions are on Billings' "West End" but there are many around and near Laurel, Billings' "Heights", Lockwood and Huntley.

RECOMMENDED ACTION:

Approve bid advertisement

Attachments

IFB - 2026 RSID Chip Seal Project

**INVITATION TO BID
YELLOWSTONE COUNTY, MONTANA
2026 RSID CHIP SEAL AND CRACK SEAL PROJECT**

Notice is hereby given that the Board of County Commissioners of Yellowstone County, Montana is currently soliciting bids for chip sealing approximately 26 miles of County roadway and other associated items including crack sealing. This project includes roads in Rural Special Improvement Districts (RSID). A list of the roads and / or subdivisions to be chip sealed and crack sealed are as follows:

- RSID 661 – Fischer Sub
- RSID 660 – Sticka Sub
- RSID 675 – Oak Ridge Estates Sub
- RSID 787 – Oak Ridge Estates Sub, Phase II
- RSID 773 – West Meadows Sub
- RSID 715 – Tanglewood Lake Estates Sub
- RSID 786 – Grizzly Creek Sub
- RSID 653 – High Point Sub
- RSID 663 – Montana Meadows Sub
- RSID 804 – Montana Meadows Sub Phase 2
- RSID 785 – Riverview Estates Sub Area
- RSID 672 – R.F. Development Properties Sub
- RSID 677 – Titan Sub, Amended
- RSID 574 – Emerald Hills Westgate Sub
- RSID 752 – Emerald Hills Sub Forest Hills Drive
- RSID 839 – Emerald Hills Drive
- RSID 855 – Emerald Hills Sub
- RSID 795 – T Bar J Sub
- RSID 833 – Silver Fox
- RSID 776 – Pryor Creek Estates Sub

Specifications for “CRACK SEAL” and “CHIP SEAL” are attached. Maps showing the roads to be crack sealed and chip sealed are available at the Yellowstone County Public Works office.

All bids must be labeled ‘2026 Chip Seal and Crack Seal Project’ and mailed in triplicate (1 original and 2 copies) to the Board of County Commissioners, PO Box 35000, Billings, MT 59107 or delivered to their office, Room 3101, located on the third floor of City Hall, 316 N 26th Street, Billings, MT 59101, to be received no later than 3:00 p.m. November 17, 2025. All bids received by this time and date will be opened and read aloud at 9:00 a.m. November 18, 2025 in the Commissioners Board Room, Room 3108 of City Hall, 316 N 26th Street. Bids received after the aforementioned time and date will not be considered. No bid may be withdrawn after the scheduled time for receipt of the bids.

All bids must include a Bid Bond in favor of Yellowstone County in an amount equal to ten percent (10%) of the total Bid. The security may consist of cash, a cashier's check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: a) drawn and issued by a federally chartered or state chartered bank or savings and loan association that is insured by or for which insurance is administered by the Federal Deposit Insurance Corporation; or b) drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund; or c) a bid bond or bonds, original only, no photocopies, executed by a surety company authorized to do business in the State of Montana. Facsimiles, personal and/or business checks are not an acceptable form of security. All bonds of the unsuccessful bidders will be returned within 10 days of the signing of a contract with the successful bidder.

No bid may be withdrawn prior to sixty (60) days after the scheduled time for receipt of the bids.

Each bidder must have a current Montana Public Contractor's Registration number when submitting their bid. The number must appear on the bid. All subcontractors, if any, must obtain a registration number prior to beginning any work on the project. Bid only registrations are acceptable for the bidding process.

The successful bidder will be required to provide the County with a performance bond and labor and materials payment bond, both in 100% of the contract amount, within ten days of the execution of the contract and prior to starting any work on the project.

All Montana laws pertaining to resident bidders, both state and county, will be adhered to if applicable.

The successful bidder will be required to follow all the directives included in section 18-2-422 of the Montana Code Annotated concerning Montana Prevailing Wages. Those directives are as follows:

(1) the contractor and any subcontractors are required to pay the standard prevailing wage rate, including fringe benefits, for each job classification as stated in the current prevailing wage rate schedules. This information is included in the four prevailing wage rate schedules that are being provided to each bidder as part of this bid package. The current schedules are also available at the State of Montana web-site <https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/>. It is the responsibility of the contractors to obtain and use the applicable Wage Rate Schedules.

(2) each contractor and subcontractor is required to maintain payroll records in a manner readily capable of being certified for submission under statute 18-2-423, for not less than 3 years after the contractor's and subcontractor's completion of work on the project;

(3) each contractor is required to post a statement of all wages and fringe benefits in compliance with statute 18-2-423.

Statute 18-2-423 is as follows: If a complaint is filed with the department alleging noncompliance with 18-2-422, the department may require the project to submit to it certified copies of the payroll records

for workers employed on that project. A contractor or a subcontractor shall pay employees receiving an hourly wage on a weekly basis. If a wage violation complaint is filed with the department, the contractor or subcontractor shall provide the employee's payroll records to the department within 5 days of receiving the payroll request from the department.

The successful bidder will be required to give preference to the employment of bona fide Montana residents in the performance of the work on this project.

All state laws pertaining to Resident Bidders, both State and County will be adhered to if applicable.

A 5% retainage fee will be withheld from all progress payments made to the successful bidder. The fee will be returned to the contractor upon completion of the project and acceptance of the project by the County. The successful bidder will be required to pay the State of Montana a sum equal to 1% of the gross receipts from the public contract. The County will withhold this amount and forward it to the State of Montana.

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 subcontractors 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 qualifications 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 persons performing under the contract.

The Board of County Commissioners reserves the right to reject any or all bids received, to waive informalities to evaluate the bids submitted, and to accept the bid that best serves the interests of Yellowstone County. Yellowstone County intends to award all work to one (1) contractor. It is the intention of the County to undertake and complete all portions of this project in 2026 but if that is not possible either because of weather, funding, or availability of materials; the lowest bid submitted for the overall project will considered first. A preconstruction meeting will be held after bid opening and prior to the County giving Contractor the Notice to Proceed.

Done by order of the Board of County Commissioners, Yellowstone County, Montana this 28th day of October 2025.

Board of County Commissioners
Yellowstone County, Montana

Mark Morse, Chair

(Seal)
Attest:

Jeff Martin, Clerk and Recorder

INSURANCE REQUIREMENTS

The following insurance coverage must be in force throughout the project. Coverage may be obtained through either a general liability policy or excess liability umbrella coverage.

General Liability

Commercial General Liability	General Aggregate	\$2,000,000
Products-Comp/OP AGG		\$2,000,000
Occurrence	Personal & Adv Injury	\$1,000,000
Each Occurrence		\$1,000,000
Fire Damage (any one fire)		\$ 100,000
Medical Expense (any one person)		\$ 5,000

Automobile Liability	\$1,000,000
(Hired and non-owned autos)	

Workers Compensation

State	Statutory
Federal	Statutory
Employer's Liability	\$ 500,000

CHECK LIST

Please be sure you have completed the following prior to submitting your bid.

1. Read and understand the specifications.
2. Enclosed a ten (10) percent bid bond.
3. Have made yourself familiar with any State or County laws that pertain to the bid.
4. Asked and received answers to any questions regarding the bid procedure, specifications or general information.
5. Addressed and mailed or delivered your bid to be received at the correct address by the time and date indicated in the Invitation to Bid.

Yellowstone County 2026 Chip Seal and Crack Seal Project Price Sheet (1 of 4)

Please include this sheet (these sheets) with your other documents when submitting your proposal.

Please place bid price sheet(s) in the front of your proposal.

Bidder to perform all of the work described in the Specifications and shown on the Plans for the following amount.

RSID #	Subdivision Name	Item No.	Quantity	Unit of Measure	Item Description	Total Price
661M	Fischer Sub	1	1	LS	Crack Seal	
		2	1	LS	Chip Seal using "pick up" broom	
660M	Sticka Sub	3	1	LS	Crack Seal	
		4	1	LS	Chip Seal using "pick up" broom	
675M	Oak Ridge Estates Sub	5	1	LS	Crack Seal	
		6	1	LS	Chip Seal using "pick up" broom	
787M	Oak Ridge Estates Sub, Phase II	7	1	LS	Crack Seal	
		8	1	LS	Chip Seal using "pick up" broom	
773M	West Meadows Sub	9	1	LS	Crack Seal	
		10	1	LS	Chip Seal using "pick up" broom	
715M	Tanglewood Lake Estates Sub	11	1	LS	Crack Seal	
		12	1	LS	Chip Seal using "pick up" broom	
786M	Grizzly Creek Estates Sub	13	1	LS	Crack Seal	
		14	1	LS	Chip Seal using "pick up" broom	
653M	High Point Sub	15	1	LS	Crack Seal	
		16	1	LS	Chip Seal using "pick up" broom	
663M	Montana Meadows Sub	17	1	LS	Crack Seal	
		18	1	LS	Chip Seal using "pick up" broom	

Yellowstone County 2026 Chip Seal and Crack Seal Project Price Sheet (2 of 4)

Please include this sheet (these sheets) with your other documents when submitting your proposal.

Please place bid price sheet(s) in the front of your proposal.

Bidder to perform all of the work described in the Specifications and shown on the Plans for the following amount.

RSID #	Subdivision Name	Item No.	Quantity	Unit of Measure	Item Description	Total Price
804M	Montana Meadows Sub Phase 2	19	1	LS	Crack Seal	
		20	1	LS	Chip Seal using "pick up" broom	
785M	Riverview Estates Sub Area	21	1	LS	Crack Seal	
		22	1	LS	Chip Seal using "pick up" broom	
672M	R.F. Development Properties Sub	23	1	LS	Crack Seal	
		24	1	LS	Chip Seal using "pick up" broom	
677M	Titan Sub, Amended	25	1	LS	Crack Seal	
		26	1	LS	Chip Seal using "pick up" broom	
574M	Emerald Hills Westgate Sub	27	1	LS	Crack Seal	
		28	1	LS	Chip Seal using "pick up" broom	
752M	Emerald Hills Sub, Forest Hill Drive	29	1	LS	Crack Seal	
		30	1	LS	Chip Seal using "pick up" broom	
839M	Emerald Hills Drive	31	1	LS	Crack Seal	
		32	1	LS	Chip Seal using "pick up" broom	
855M	Emerald Hills Sub	33	1	LS	Crack Seal	
		34	1	LS	Chip Seal using "pick up" broom	

Yellowstone County 2026 Chip Seal and Crack Seal Project Price Sheet (3 of 4)

Please include this sheet (these sheets) with your other documents when submitting your proposal.

Please place bid price sheet(s) in the front of your proposal.

Bidder to perform all of the work described in the Specifications and shown on the Plans for the following amount.

RSID #	Subdivision Name	Item No.	Quantity	Unit of Measure	Item Description	Total Price
795M	T Bar J Sub	35	1	LS	Crack Seal	
		36	1	LS	Chip Seal using "pick up" broom	
833M	Silver Fox Subdivision	37	1	LS	Crack Seal	
		38	1	LS	Chip Seal using "pick up" broom	
ALTERNATE FOR SEAL COAT OF SILVER FOX SUBDIVISION						
833M	Silver Fox Subdivision	38A	1	LS	Seal coat only, in lieu of chip seal	
776M	Pryor Creek Estates Sub	39	1	LS	Crack Seal	
		40	1	LS	Chip Seal using "pick up" broom	

Please include this sheet (these sheets) with your other documents when submitting your proposal.

Please place bid price sheet(s) in the front of your proposal.

Bidder to perform all of the work described in the Specifications and shown on the Plans for the following amount.

Total Lump Sum Bid: _____

BASIS OF AWARD: The Board of County Commissioners reserves the right to reject any or all bids received, to waive informalities to evaluate the bids submitted, and to accept the bid that best serves the interests of Yellowstone County. Yellowstone County intends to award all work to one (1) contractor. It is the intention of the County to undertake and complete all portions of this project in County Fiscal Year 2026 (ending June 30, 2026) but if that is not possible either because of weather, funding, or availability of materials; the lowest bid submitted for the overall project will be considered first. A preconstruction meeting will be held after bid opening and prior to the County giving Contractor the Notice to Proceed.

Yellowstone County 2026 Chip Seal and Crack Seal Project Price Sheet (4 of 4)

Please include this sheet (these sheets) with your other documents when submitting your proposal.

SIGNATURE OF BIDDER:

If an Individual: _____, doing
business

as _____

If a Partnership: _____

by _____, partner

If a Corporation: _____

(a _____ Corporation)

by _____ (SEAL &)

Title _____ (ATTEST)

Business Address and Phone Number of Bidder

The Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. _____ Dated _____

No. _____ Dated _____

Submitted this _____ day of _____, 20



CRACK SEAL

SPECIAL PROVISIONS

- 1) **DESCRIPTION:** This item shall consist of preparing the road surface for chip sealing. This includes patching all potholes and replacing all failed pavement areas; in addition to sealing cracks in asphalt pavements for the following roads:

Roads to be crack sealed are as follows (maps showing the roads to be crack sealed are available at the Yellowstone County Public Works office):

- RSID 661 – Fischer Sub
- RSID 660 – Sticka Sub
- RSID 675 – Oak Ridge Estates Sub
- RSID 787 – Oak Ridge Estates Sub, Phase II
- RSID 773 – West Meadows Sub
- RSID 715 – Tanglewood Lake Estates Sub
- RSID 786 – Grizzly Creek Sub
- RSID 653 – High Point Sub
- RSID 663 – Montana Meadows Sub
- RSID 804 – Montana Meadows Sub Phase 2
- RSID 785 – Riverview Estates Sub Area
- RSID 672 – R.F. Development Properties Sub
- RSID 677 – Titan Sub, Amended
- RSID 574 – Emerald Hills Westgate Sub
- RSID 752 – Emerald Hills Sub Forest Hills Drive
- RSID 839 – Emerald Hills Drive
- RSID 855 – Emerald Hills Sub
- RSID 795 – T Bar J Sub
- RSID 833 – Silver Fox
- RSID 776 – Pryor Creek Estates Sub

This portion of the project shall be bid lump sum per each RSID.

- Crack Seal – Lump Sum

- 2) **POTHOLE PATCHING:** The contractor and a representative of the Yellowstone County Public Works Department shall mark with paint the potholes to be patched.

The contractor shall remove any loose asphalt material, remove any standing water, compact existing road base material (not required if an asphalt surface is visible and appears solid), tack all asphalt edges (and surfaces), and then place and compact hot mix asphalt in the marked locations. No measurement or payment shall be made for this item but it shall be included in the cost of the other bid items.

The contractor shall not chip seal over patched potholes prior to verification (from a representative of the Yellowstone County Public Works Department) that all marked potholes have been patched.

- 3) **REPLACING FAILED PAVEMENT AREAS:** The contractor and a representative of the Yellowstone County Public Works Department shall mark with paint the failed pavement areas where the road section is to be replaced.

Maps of the various RSID's are available from the Public Works Department and these maps note the dimensions of failed pavement areas at the time the bid documents were prepared. It is these areas that the contractor and a representative of the Yellowstone County Public Works Department shall mark.

This shall consist of removing existing failed pavement areas of road in need of repair and replacing with a specified road section of the greater of either the existing section or the following:

- 3 inches of B-Modified asphalt;
- over 3 inches of 1 ½ inch minus road base;
- over 12 inches of 3 inch minus road base.

The contractors' equipment and methods for the preparation and handling of the asphaltic concrete mixture shall conform to Section 02510 of the Montana Public Works Standard Specifications.

The existing asphaltic pavement shall be cut in a straight line using equipment that will obtain a reasonably straight, square, and clean break.

The base and subgrade shall be compacted to at least 95% of maximum density as determined by AASHTO T 99, Method A or C.

Edges of existing asphalt and of gutter (if any) shall be tacked. The tack coat shall be allowed to cure properly before any further operation is done.

The asphaltic pavement shall be a minimum compacted thickness as specified of an approved hot plant mix asphaltic concrete. After placing the asphaltic concrete, the course

shall be compacted with approved self-propelled rollers. Such rolling shall be such as to produce at least 97 percent of the Marshall density. If repaired areas are too small for self-propelled rollers, other approved equipment may be used but the minimum density must still comply with Section 02510 of the Montana Public Works Standard Specifications.

The contractor shall not chip seal over replaced failed pavement areas prior to verification (from a representative of the Yellowstone County Public Works Department) that all marked failed pavement areas have been completed. No measurement or payment shall be made for this item but it shall be included in the cost of the other bid items.

Other failed areas that might need to be replaced will be treated separately by Contract Change Order(s) along with payment per said change order(s).

- 4) **CRACK SEAL GENERAL:** This item shall consist of the cleaning and sealing of cracks before the application of other surfacing (chip seal, micro slurry seal, pavement overlay, etc.).

CRACK SEAL MATERIALS: The crack sealant used must meet or exceed the following specifications:

Crack Sealant

Use sealant meeting the following specifications when sampled and prepared in accordance with ASTM D 3405 specifications, or an approved equal that will produce the desired finished product and meets all of this specifications requirements:

Cone Penetration, 77°F (25°C), dmm (ASTM D3407)	90 max.
Flow, 140°F (60°C), (ASTM D3407)	3 mm max.
Resilience, (ASTM D3407)	60% min.
Bond, 0°(-18°), 100% ext. (ASTM 3407)	Pass 3 cycles
Bond, -20°F (-29°C), 50% ext. (ASTM D3407)	Pass 3 cycles
Recommended Pour Temperature	380°F
Safe Heating Temperature	400°F
Asphalt Compatibility (ASTM D3407)	Pass

Sampling

Testing of material will be at the discretion of the engineer or inspector on the job site. Testing may be completed by an independent certified testing firm. If there is a failure of the installed crack seal, or if the engineer or inspector has concerns of failure of the installed crack seal material, testing will be required and the cost of said testing will be the responsibility of the contractor.

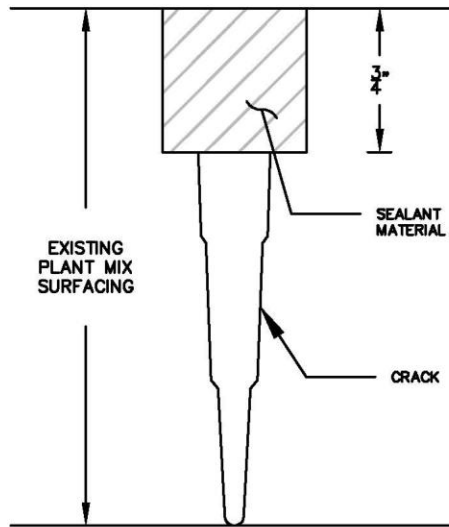
- 4a) **CONSTRUCTION METHODS:** Traffic can use the road as soon as the crack is filled and covered with blotter sand (or other approved blotter material) and the crack fill material has “cured”. The amount of cure time needed or required before additional surface treatment (chip seal, micro slurry seal, pavement overlay, etc.), is the responsibility of the Contractor to determine and control other project schedule related coordination, and is dependent on weather and other site specific parameters.

- i) **Surface Preparation:** The cleaning and preparation of the road surface required by the specifications shall include the removal of grass and other vegetative matter growing in any cracks in the road surface. Any vegetative material in the roadway area where cracks are to be sealed must be sprayed with appropriate materials with a color dye additive to allow visual observation of the Engineer or other authorized representative of the Owner that said vegetative material has been sprayed.
- (1) When blowing the cracks clean, material cannot be blown into the open traffic lanes.
 - (2) Ensure that both the reservoir and crack are dry and free of dust, dirt and loose materials immediately before applying the sealant.
 - (3) Use air equipment producing at least 100 CFM and a continuous line pressure of at least 125 PSI. The air must be oil and water free.
 - (4) The subsequent crack sealing process shall not proceed until a reasonable period of time has passed so as to allow full kill of all said vegetative material. The Contractor shall clean the roads to be crack sealed prior to the crack seal. No measurement or payment shall be made for this item but it shall be included in the cost of the other bid items.
- ii) **Sweeping After Crack Sealing:** After a reasonable crack sealing cure time, all roads shall be swept by the Contractor to remove excess blotter sand (or other blotter materials – if used), and any other materials from the surface of the road. No measurement or payment shall be made for this item but it shall be included in the cost of the other bid items.
- iii) **Routing:** Routing will be required for cracks of 1/8 inch wide up to 3/4 inch wide. Cracks of width greater than 3/4 inch in width up to 1 1/2 inches in width may be filled without routing (see the attached detail drawing of a typical section).
- 5) **METHOD OF MEASUREMENT AND BASIS OF PAYMENT:** This item shall be measured and paid for by the lump sum basis for all roads that are being crack sealed and used in the completed work, at the contract lump sum price bid for "Crack Seal". The price and payment shall constitute full compensation for all storage, handling, and other charges, materials (including sand, blotter materials, etc.), tools, equipment, labor, and the performance of all work necessary or incidental to complete this work.

CRACKS 1/8" TO 3/4" WIDE

ROUT 3/4" WIDE X 3/4" DEEP
PRIOR TO APPLYING SEALANT

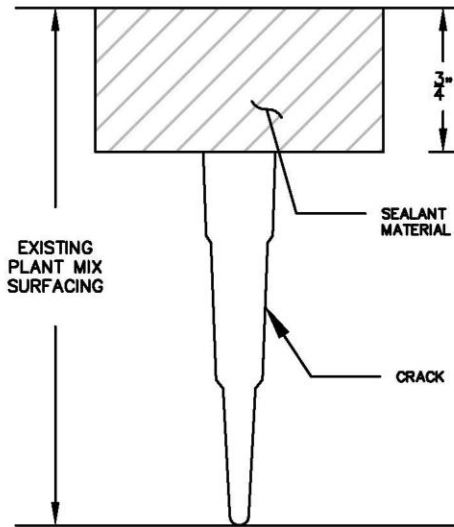
→ | 1/8" - 3/4" | ←




CRACKS WIDER THAN 3/4" TO 1 1/2" WIDE

NO ROUTING REQUIRED

← | 3/4" - 1 1/2" | →



SCALE	DRAWN BY: DS	YELLOWSTONE COUNTY	SHEET
	DESIGNED BY: MB		STANDARD DRAWING
NTS	CHECKED BY: MB	 TITLE TYPICAL SECTION FOR HOT CRACK SEALING	1 OF 1
	FILE NAME: PUBLICWORKS-FS/DARIN S/AUTOCAD DWG'S/CRACK SEAL.PDF		
	JUNE - 2011		



CHIP SEAL

SPECIAL PROVISIONS

1. Summary of Work:

Roads to be chip sealed are as follows (maps showing the roads to be chip sealed are available at the Yellowstone County Public Works office):

- RSID 661 – Fischer Sub
- RSID 660 – Sticka Sub
- RSID 675 – Oak Ridge Estates Sub
- RSID 787 – Oak Ridge Estates Sub, Phase II
- RSID 773 – West Meadows Sub
- RSID 715 – Tanglewood Lake Estates Sub
- RSID 786 – Grizzly Creek Sub
- RSID 653 – High Point Sub
- RSID 663 – Montana Meadows Sub
- RSID 804 – Montana Meadows Sub Phase 2
- RSID 785 – Riverview Estates Sub Area
- RSID 672 – R.F. Development Properties Sub
- RSID 677 – Titan Sub, Amended
- RSID 574 – Emerald Hills Westgate Sub
- RSID 752 – Emerald Hills Sub Forest Hills Drive
- RSID 839 – Emerald Hills Drive
- RSID 855 – Emerald Hills Sub
- RSID 795 – T Bar J Sub
- RSID 833 – Silver Fox
- RSID 776 – Pryor Creek Estates Sub

This portion of the project shall be bid lump sum, per each bid item.

- Chip Seal – Lump Sum, sweep after using “pick-up” broom

Any project that has a total contract amount that exceeds \$25,000 will require the Contractor to pay State prevailing wages to all employees and / or subcontractors employees per State law.

2. **Guarantee:** All work shall be guaranteed for a period of one (1) year. Defective construction observed before the expiration of the one (1) year guarantee shall be removed and replaced at no cost to the owner.
3. **Coordination with Other Contractors:** The Contractor shall coordinate his work on this project with the work of other contractors in the area to assure orderly completion of the work and to maintain safe conditions with reasonable traffic flow.
4. **Date of Completion:** The entire work shall be completed within the time stated in the Agreement Form.
5. **Claims for Extra Work:** No claim for extra work will be allowed unless it is presented before the final progress payment estimate and is accompanied by a written order given by the Owner for such extra work. The order must state the approximate amount and the price to be paid for the same. The Owner reserves the right to contract with any person or firm, other than the Contractor, for any or all extra work. The Montana Public Works Standard Specifications shall determine the methodology for any extra work and therefore provide the basis for the cost of extra work.
6. **Testing:** All quality control and compliance testing of work accomplished will be performed by Contractor, or its designated representative, at no cost to the Owner. All testing costs are to be included in the lump sum price for the work to be done under this contract and no additional compensation will be allowed for testing.
7. **Responsibility to Property Owners:** The Contractor shall, at all times, conduct his work so as to insure, in the greatest possible degree, the uninterrupted convenience and safety of the property owners adjacent to the work. Access for these property owners shall be maintained at all times.
8. **Notification of Property Owners:** It shall be the Contractor’s responsibility to notify property owners and/or tenants 48 hours in advance of their approaching road work operations in order to arrange for the removal of parked vehicles or other items in the road that would interfere with his operations.
9. **Special Considerations:** Several public works projects may be under construction during the same time period in and near the areas proposed for this project. It may be necessary for the Contractor to coordinate his activities in those circumstances.

10. **Traffic Control:** Traffic control on this project shall be in accordance with Section 01570 of the Montana Public Works (MPW) Standard Specifications. No measurement or payment shall be made for this item but it shall be included in the cost of the other bid items.

11. **Chip Seal:** The following provisions shall be applicable to the application of the chip seal and shall be in addition to Section 02504 of the MPW Standard Specifications.

A) **Surface Preparation:** The cleaning and preparation of the road surface required by the specifications shall include the removal of grass and other vegetative matter growing along any gutters (curb or valley) or elsewhere in the road surface. The Contractor shall clean the roads to be chip sealed prior the chip seal. No measurement or payment shall be made for this item but it shall be included in the cost of the other bid items.

B) **Stone Chips:** The aggregate for the chip seal shall meet the following gradation:

Percent Passing, by Weight

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8 inch	100
No. 4	0-20
No. 10	-
No. 100	-
No. 200	0-2

Of the fraction retained on the No. 4 sieve, a minimum of 75% of the particles by weight shall have at least one fractured face and a minimum of 50% of the particles by weight shall have at least two fractured faces. The chips shall be of uniform quality throughout and shall be clean. The Contractor shall furnish test results for compliance daily during production.

C) **Emulsified Asphalt:** The Contractor shall submit to the Owner all volume tickets for each load of emulsified asphalt delivered. The spraying of emulsified asphalt shall be so conducted as to provide a seal at the joint between the edge of the concrete gutter and the adjoining road surface. Spraying widths necessary to cover the width of the road shall be calculated so as to keep the amount of oil on any gutters (or other concrete surfaces) to a minimum. Hand spraying may be necessary where road widths are irregular. The type of emulsified asphalt shall be CRS – 2P.

D) **Estimated Application Rates:** The application rates for this project shall be determined in the field by the Contractor, warranted by what road conditions necessitate. The following are approximate minimum requirements.

Emulsified Asphalt	0.40 gal. / S.Y.
Seal Coat Aggregate	23 lbs. / S.Y.

The actual quantities required may be more than the estimated application rates above. Payment will be made at the lump sum price for this project.

No asphalt material shall be applied if the atmospheric temperature in the shade is less than 65°F. Chips shall be applied at appropriate rates to prevent pick up by the construction equipment. Rolling shall proceed immediately after application to ensure maximum embedment of the aggregate. Traffic can be permitted on the completed surface in four hours or as directed by the Contractor.

- E) **Sweeping (1st Time) After Chip Sealing:** Within 48 hours after chip sealing, all roads shall be swept by the Contractor to remove excess (unattached) chips from the surface of the road. No measurement or payment shall be made for this item but it shall be included in the cost of the other bid items.

The method of sweeping is by “pick-up broom”.

- F) **Sweeping (2nd Time) After Chip Sealing:** Thirty (30) days after 1st sweeping, all roads shall be swept a 2nd time by the Contractor to remove excess (unattached) chips from the surface of the road. No measurement or payment shall be made for this item but it shall be included in the cost of the other bid items.

The method of sweeping is by “pick- up broom”.

12. **Cul – de – sac Treatment / Sealing:** Any roads with cul-de-sacs or “bulb” areas that are mainly used for vehicles turning around shall not be chip sealed. These areas shall be sealed with a Type II Emulsified Asphalt Slurry Seal using the performance guideline specifications as detailed by the International Slurry Surfacing Association, under “Recommended Performance Guideline for Emulsified Asphalt Slurry Seal A105 (Revised 2010)”, published by the International Slurry Surfacing Association of Annapolis, MD.

Contractor shall include compensation for this work in the lump sum price for chip seal. The Contractor shall be responsible for his own layout and control in the field. No measurement or payment shall be made for this work item but shall be included in the cost of the other bid items.

13. **Pavement Marking:** Any roads with existing pavement markings shall be repainted with epoxy paint after the chip seal. Contractor shall include compensation for this work in the lump sum price for chip seal. The Contractor shall be responsible for his own layout and control in the field. No measurement or payment shall be made for permanent pavement markings but shall be included in the cost of the other bid items.

Temporary center-line (yellow) and lane marks (white) shall be applied wherever any existing striping is removed or covered prior to opening the area to traffic. When road surface is covered (due to patching, chip sealing, or overlaying), and prior to opening the area to traffic, yellow and white tabs must be installed every 10 to 15 feet. No measurement or payment shall be made for temporary markings but shall be included in the cost of the other bid items.

14. **Manhole Adjustment:** Manholes shall be adjusted to grade in accordance with Section 02113 of the MPW Standard Specifications. If feasible, adjustment shall be made with a

two-inch concrete adjusting ring. Use of brick and mortar for adjustment will be allowed if concrete adjusting rings will not provide the proper height adjustment. Manholes may be adjusted to final grade before or after pavement overlay, however, final grade must be within 1/4 inch below finished road surface. No measurement or payment shall be made for this item but it shall be included in the cost of the other bid items.

15. **Water Valve and Monument Adjustment:** Water valves and monument boxes shall be adjusted to grade in accordance with Section 02113 of the MPW Standard Specifications. Adjustment shall be made by screwing the extension up or down as necessary to adjust the valve box to the finished grade of the asphalt surface. Water valves shall be excavated and exposed so as to readily determine whether height adjustment can be made without substituting a longer section. No measurement or payment shall be made for this item but it shall be included in the cost of other bid items.

B.O.C.C. Regular

5. a.

Meeting Date: 10/28/2025

Title: Letter to Dayna Causby - Authorization to Utilize Social Media Platforms for Elections

Submitted By: Erika Guy

TOPIC:

Letter to Dayna Causby - Authorization to Utilize Social Media Platforms for Elections

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve or Deny

Attachments

Letter

Yellowstone County



HUMAN RESOURCES

(406) 256-2705
(406) 254-7908 (fax)
P.O. Box 35041
Billings, MT 59107-5041

To: Dayna Causby, Yellowstone County Election Administrator

From: Kevin Gillen, Yellowstone County Human Resources Director

RE: Authorization to Utilize Social Media Platforms for Official Election Communication

Dear Dayna:

On behalf of the Yellowstone County Board of County Commissioners, this letter serves as formal authorization for the County's Election Department to establish and utilize official accounts on the following social media platforms:

- Facebook
- Instagram
- Linked In

The purpose of this authorization is to enhance the Election Office's ability to communicate timely, accurate and accessible information to the public regarding elections, voter registration, declines and other key services and updates related to the electoral process.

Please ensure that all usage complies with the County social media policy.

Sincerely,

A handwritten signature in blue ink that reads "Kevin Gillen".

Kevin Gillen, Human Resources Director

Cc: Larry Ziler, Yellowstone County IT Director

B.O.C.C. Regular

5. b.

Meeting Date: 10/28/2025

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS - MetraPark - 2 Appointments; **Road & Bridge** - 1 Appointment, 2 Terminations; **Youth Services Center** - 1 Appointment; **Detention Facility** - 1 Termination

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

PARS



Yellowstone County Commissioners
RECEIVED

OCT 21 2025

Hire/Personnel Action Form

Employee Information

Employee
Jonathan Longsioux

Hire Information

Position Details	Hire Req#	Job Type
Event Maintenance	202500355	Full-Time Regular
Worker-MetraPark (D/E)	Job Class	Pay Rate
(6030)	Event Maintenance	\$23.00
Person ID	Worker-MetraPark (D/E)	HireDate
64372953	Job Class#	10/21/25
Department		
MetraPark		
Division		
MetraPark Production		

Comments

these positions are to replace Jonthan Staton and Kaden field these positions are 100% funded out of 5810-554-460442-111

Approvals

HUMAN RESOURCES	Kevin Gillen	10/20/25 4:43 PM
FINANCE	JENNIFER JONES	10/20/25 4:53 PM

Commissioners Action
Approve Disapprove

Chair		_____
Member		_____
Member		_____



Yellowstone County Commissioners
RECEIVED

Hire/Personnel Action Form

OCT 20 2025

Employee Information

Employee
Samuel Douglas

Hire Information

Position Details	Hire Req#	Job Type
Equipment Operator II (E/F) (4025)	202500359	Promotional
Person ID	Job Class	Pay Rate
62362673	Equipment Operator II (E/F)	\$27.00
Department	Job Class#	HireDate
Public Works	4025	10/16/25

Division
Road

Comments

Replaces Cory Heinzeroth.

Approvals

HUMAN RESOURCES	Kevin Gillen	10/16/25 4:01 PM
FINANCE	JENNIFER JONES	10/17/25 7:01 PM

Commissioners Action
Approve Disapprove

Chair MM _____
Member MM _____
Member _____



Hire/Personnel Action Form

OCT 20 2025

Employee Information

Employee
Kerim Kayser-Sanchez

Hire Information

Position Details	Hire Req#	Job Type
Juvenile Care Worker (F) (5115)	202500349	Full-Time Regular
Person ID	Job Class	Pay Rate
63244840	Juvenile Care Worker (F)	\$25.28
Department	Job Class#	HireDate
Youth Service Center	5115	11/3/25

Comments

Replacing Rochele Wilson
Offer amount includes wage and overnight differential as he will be starting overnights.
2399.235.420250.111 100%

Approvals

HUMAN RESOURCES	Kevin Gillen	10/16/25 1:26 PM
FINANCE	JENNIFER JONES	10/16/25 1:30 PM

Commissioners Action
Approve Disapprove

Chair	<u>KH</u>	_____
Member	<u>[Signature]</u>	_____
Member	<u>[Signature]</u>	_____



Yellowstone County Commissioners
RECEIVED

Hire/Personnel Action Form

OCT 20 2025

Employee Information

Employee
Delfino Romero

Hire Information

Position Details	Hire Req#	Job Type
Event Maintenance	202500355	Full-Time Regular
Worker-MetraPark (D/E)	Job Class	Pay Rate
(6030)	Event Maintenance	\$23.00
Person ID	Worker-MetraPark (D/E)	HireDate
62956998	Job Class#	10/21/25
Department	6030	
MetraPark		
Division		
MetraPark Production		

Comments

these positions are to replace Jonthan Staton and Kaden field these positions are 100% funded out of 5810-554-460442-111

Approvals

HUMAN RESOURCES

Kevin Gillen 10/20/25 10:52 AM

FINANCE

JENNIFER JONES 10/20/25 10:53 AM

Commissioners Action
Approve Disapprove

Chair

MM

Member

MM

Member

MM

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

OCT 20 2025

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Aiden Johnson Effective Date: 10/29/25
Current Title: Detention Officer Gr. Salary \$ 25.21
Title Change: Gr. Salary \$

Check as Applicable:
Regular Full Time: XX New Hire:
Regular Part Time: Rehire:
Temp Full Time: Termination: XX
Temp Part Time: Voluntary
Seasonal Hire: Promotion:
Replaces position Name: Transfer:
New Budgeted Position: Demotion:

Other: Reclassification:
Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account
Percent Split Account
[Signature] 10/16/2025
Elected Official/Department Head Date

Section 2

Human Resources: Finance:
Note: Note:
[Signature] Director Date 10-19-25

H.R. Comments: Commissioner's Action
 Approve Disapprove
 Chair MM
 Member [Signature]
 Member MMN

Date entered in payroll
Clerk & Recorder - original
Human Resources - canary
Auditor - pink
Department - goldenrod

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

OCT 20 2025

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Mark Burkhardt-meyer Effective Date: 10/14/25
Current Title: Equipment Operator Gr. _____ Salary \$ 25,53
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

Regular Full Time: _____ New Hire: _____
Regular Part Time: _____ Rehire: _____
Temp Full Time: _____ Termination: X
Temp Part Time: _____ Promotion: _____
Seasonal Hire: _____ Transfer: _____
Replaces position _____ Demotion: _____
Name _____
New Budgeted Position _____

Other: _____ Reclassification: _____

Funding: 210 - 401 - 430200 - 110 Percent _____ New Account _____
Percent _____ Split Account _____

Mumukshu _____
Elected Official/Department Head 10/14/25 Date _____

Section 2

Human Resources: _____ Finance: _____

Note: _____
Ken Sles 10-16-25 _____
Director Date
J. J. J. J. 10-19-25 _____
Director Date

H.R. Comments: Medical term Commissioner's Action
Approve Disapprove

_____ Chair MW _____
_____ Member [Signature] _____
_____ Member MSW _____

Date entered in payroll _____
Clerk & Recorder - original _____
Human Resources - canary _____
Auditor - pink _____
Department - goldenrod _____

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

OCT 20 2025

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Christian D'Neil

Effective Date: 10-20-25

Current Title: Equipment Operator I

Gr. _____ Salary \$ 24.48

Title Change: _____

Gr. _____ Salary \$ _____

Check as Applicable:

Regular Full Time:

New Hire: _____

Regular Part Time: _____

Rehire: _____

Temp Full Time: _____

Termination: Voluntarily

Temp Part Time: _____

Seasonal Hire: _____

Promotion: _____

Replaces position _____

Name _____

New Budgeted Position _____

Demotion: _____

Other: _____

Reclassification: _____

Funding: 110 - 401 - 430a00 - 110

Percent _____ New Account _____

Percent _____ Split Account _____

Chris M

Date 10-20-25

Elected Official/Department Head _____

Date _____

Section 2

Human Resources: _____

Finance: _____

Note: _____

Note: _____

Kevin Wiley 10-20-25

Paul Gerner 10-20-25

Director _____ Date _____

Director _____ Date _____

H.R. Comments: _____

Commissioner's Action
Approve _____ Disapprove _____

Chair HW _____

Date entered in payroll _____

Clerk & Recorder - original _____

Human Resources - canary _____

Auditor - pink _____

Department - goldenrod _____

B.O.C.C. Regular

Meeting Date: 10/28/2025

Title: Payroll Audit

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Payroll Audit October 1 to October 15, 2025

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place of file.

Attachments

Payroll Audit

RECEIVED

OCT 21 2025

PAYROLL AUDIT
October 1 to October 15, 2025

YELLOWSTONE COUNTY
CLERK AND RECORDER

Date: 10/21/2025

To: Board of County Commissioners

From: Tanya McWilliams, Deputy Auditor

Tanya McWilliams

From my office's review of the above referenced payroll, the findings are noted below:

Date	Employee Name	Department	Finding
10/21/25	Cinclair, Tawnya	Justice Court	Remove overtime hrs. should be comp earned, Update comp balance
10/21/25	Vankuiken, Darvin	Public Works	Remove 10 hrs. WHP s/b 10 hrs. Holiday, Update accruals
10/21/25	Egan, Patrick	Sheriff-Civil	Should have 1 hr. OT, Remove comp earned on employee summary
10/21/25	Brewington, Travis	Sheriff	Overtime s/b .75 hrs.
10/21/25	Keithley, Carissa	Sheriff	Accruals are incorrect (s=4.42, v=6.62)
10/21/25	Lauwers, Adam	Sheriff	Update accruals (s=4.63, v=8.16)
10/21/25	Lee, Daniel	Sheriff	12 hrs. comp used missing on employee accrual summary

B.O.C.C. Regular

Meeting Date: 10/28/2025

Title: Board Minutes

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Board Minutes - Lockwood Irrigation District

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Lockwood Irrigation District Minutes

Meeting Minutes:

September 17, 2025

The September 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, Bob Riehl, and Manager Carl Peters. Brent Kober was supposed to join us via telephone but missed calling in.

The meeting was called to order at 7:00 PM by Terry Seiffert. August 20, 2025, meeting minutes were reviewed, a motion was made by Terry Seiffert, seconded by Bob Riehl to approve the August 20th minutes, motion carried.

Public Comment:

New Business

1. **\$1,739,00.00 Bond:** The assessments for the bond will go on tax statements in November. Two properties were subdivided and that has been noted and changed in the bond assessment Spreadsheet. This was submitted to bond counsel today; they sent it back and it was forwarded to Yellowstone County Treasurer's office. There was two tax codes added to the subdivided JST properties, one tax code deleted from the Seiffert Trust, and four new tax codes were created. This is a net gain of five tax codes on the bond assessment list.
2. **Pump Station Project:** Northwestern Energy has marked the power line. It will be an overhead power line going over Metra RV and then it will be buried parallel to our buried 100-foot lift pipe, on the east side of the quarry property. This will go to a box that the electricians installed to control the cross over valve. The Manager met Robbie Niehardt from Performance engineering at the site and mentioned that the marking for the power pole is a bit close to our lift pipe. Robbie moved it off quite a bit so that there is room in the future to dig it up if the need arises. This line will then go to a power box near the 100' to 60' crossover valve. Mr. Becker, owner of Metra RV, was asking why we did not get an easement to bury this line on his property and Performance Engineering said that it is on BNSF property not Metra's property. The line will power the actuator on the crossover valve and will run straight to the 60-foot opening to power the water level control. The new pump station skid will be delivered October 1, 2025.
 - A. PCO# 01: Addition Chain Link Fence \$12,390.00: Terry Seiffert thinks that we should go with the 8FT fence, for security reasons. The Board is going to delete line items 1,2,3 and circle line item 4 and delete the markup, taxes and insurance. Line item 4 is 8' fencing of the slab for \$4,035.60 which includes the 15% markup and 3% taxes, bonds & insurance. Bob Riehl made a motion to have Terry Seiffert sign this PCO#1, 2nd by Terry Seiffert, motion carried.
3. **2025 LID Assessment List:** The Manager submitted this list before last meeting but took a couple of tax codes out that were suggested by the Yellowstone County Treasurer's Office. These two properties are .32 acres and owned by Farmers Union. They are on our Bond assessment list, so they must remain on this list as well. The manager also discovered 4 properties that were not in the list that they sent.
4. **MDT Interchange Projects:** Nothing new.
5. **OHR Sidewalk Project:** They started construction around the Greenwood area.
6. **Clayton ST Project: 60' Greenwood Culvert extension:** Connecting 90 feet of CMP to the existing 40X32 culvert under Greenwood, but there are two drainpipes from the 100 foot, so the developer wants to meet with the Manager at some point to discuss what should be done with these drainpipes. The Manager also needs to go over encroachment permits with this developer as well. The developer is using the 2023 plans by Stahly Engineering submitted to the district from the original developer.
7. **Required Audit:** State Annual financial report has been submitted. The Manager is going to invite an accountant from the list of possible contacts made to explain how this is all going to work for the next meeting.

Old Business

1. **LID-LWSD Water Rights:** Nothing new.
2. **2014 LID Rate Update 2019:** On Hold.

Manager's Report:

The Manager closed down the pumps on September 1st at 4:40 PM. The two Box Elder Creek Siphons were drained, closed the intake headgates at the intake. The 100-foot lift pipe was also drained, and it takes much longer to drain now that it is new. The crossover valve was also closed. The Manager received a call from the lady at 134 Nightingale to see how close people can put up fences to laterals. The board says that the District still needs to have a right of way to maintain. She said that she has never had water, and the manager would like to send out a letter to the surrounding properties to have them clean or repair their laterals. Billings Construction Supply drained the oil and replaced the plugs in the pumps and the chainsaws. Approximately eight Russian Olive trees were removed on the property below the managers house on the 100-foot by Dale Hanson. There is still a seepage problem at 215 Greenwood, and the manager would like to do some shotcrete at this location about 50 feet. The Manager will get a bid on this. The Manager pulled the pumps at 1022 Dog Bite Pass on the 28th of August. The Manager still must do a letter for Dwight Buttman's neighbors on Wanda Ln. The Manager will get a bid for Gordon Klasna's 100' headgate replacement to Maier and Lantana. There were 87 days of pumping this year compared to 97 days last year.

Secretary's Report:

The August financial reports were presented at the September 17th meeting, a motion was made by Bob Riehl to approve the financials for August, seconded by Terry Seiffert. With no further business, a motion was made to adjourn by Bob Riehl, 2nd by Terry Seiffert, the meeting was adjourned at 7:40PM. The next board meeting will be on October 15th, 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: 10/28/2025

Title: HRDC General Relief Assistance Program Quarterly Report for Quarter Ending
September 30th, 2025

Submitted By: Erika Guy

TOPIC:

HRDC General Relief Assistance Program Quarterly Report for Quarter Ending September 30th, 2025

BACKGROUND:

See Attached

RECOMMENDED ACTION:

File

Attachments

HRDC



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

September 30, 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 September 30, 2025.

Sincerely,

A handwritten signature in blue ink that reads "Sandie Green".

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 September 30, 2025**

Rent Assistance

Currently enrolled participants	10
Applications on the Waiting List	15
Applications Currently Pending	0
Participants closed this quarter/no longer eligible	0

Total Participants Served **25**

During this quarter, there were 135 supportive services/case management contacts.

No clients were closed from General Assistance – or settlement from SSA.

All of the participants have been diagnosed with chronic physical or mental health disabilities that prevent them from obtaining gainful employment 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 September 30, 2025, HRDC approved 13 requests for county burial assistance. There was two(2) veterans who will be interred at Yellowstone National Cemetery, and eleven(11) non veterans that will be buried at Riverside cemetery.

**Yellowstone County General Relief Program
Grant Financial Report
Quarter and Year-to-Date for the Period Ending September 30, 2025**

	<u>Direct Services</u>	<u>Admin Fee</u>	<u>Total</u>
County Program Funds	\$ 27,500.00	\$ 6,875.00	\$ 34,375.00
Plus CSBG Support			-
Plus Social Security Reimbursements	-		-
Plus Interest Income	1,456.69		1,456.69
Carryover Year 1	62,398.46		125,010.82
Carryover Year 2 & 3	64,001.07		64,001.07
Current Year SSI reimbursements Carryover	34,908.60		
Program Funds Available	<u>190,264.82</u>	<u>6,875.00</u>	<u>224,843.58</u>
Housing-rent	6,416.46		6,416.46
Hygiene	1,026.00		1,026.00
Utilities, Other	1,416.00		1,416.00
Burial (net of refunds)	19,695.00		19,695.00
Social Security Supportive Services	-		-
Headstones	-		-
Total Provided Client Services	<u>28,553.46</u>		<u>28,553.46</u>
Operating Fee		<u>6,875.00</u>	<u>6,875.00</u>
Net Available for Services	<u><u>161,711.36</u></u>	<u><u>-</u></u>	<u><u>189,415.12</u></u>

B.O.C.C. Regular

Meeting Date: 10/28/2025

Title: Response to Audit Findings - October 22, 2025

Submitted By: Amy Mills

TOPIC:

October 1 - October 15 Payroll Audit

BACKGROUND:

na

RECOMMENDED ACTION:

na

Attachments

Audit Findings

PAYROLL AUDIT

October 1 to October 15, 2025

Date: 10/21/2025

To: Board of County Commissioners

From: Tanya McWilliams, Deputy Auditor

Checked items indicate changes made by payroll.

From my office's review of the above referenced payroll, the findings are noted below:

Date	Employee Name	Department	Finding
10/21/25	Cinclair, Tawnya	Justice Court	Remove overtime hrs. should be comp earned, Update comp balance
10/21/25	Vankuiken, Darwin	Public Works	Remove 10 hrs. WHP s/b 10 hrs. Holiday, Update accruals
10/21/25	Egan, Patrick	Sheriff-Civil	Should have 1 hr. OT, Remove comp earned on employee summary
10/21/25	Brewington, Travis	Sheriff	Overtime s/b .75 hrs.
10/21/25	Keithley, Carissa	Sheriff	Accruals are incorrect (s=4.42, v=6.62)
10/21/25	Lauwers, Adam	Sheriff	Update accruals (s=4.63, v=8.16)
10/21/25	Lee, Daniel	Sheriff	12 hrs. comp used missing on employee accrual summary

B.O.C.C. Regular

5. a.

Meeting Date: 10/28/2025

Title: RSID Grading Contract

Submitted For: Logan Mclsaac

Submitted By: Logan Mclsaac

TOPIC:

Agreement with Rock Solid Excaating for the Hill Estates RSID Grading Contract

BACKGROUND:

Contract for regular fall maintenance grading of the included roads for RSID 726, Hill Estates

RECOMMENDED ACTION:

File contract

Attachments

Executed Contract

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

This agreement is dated as of the 21st day of October 2025, by and between Yellowstone County, Montana (hereinafter called Owner), and Rock Solid Excavating, Park City, Montana (hereinafter called Contractor).

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

1. Scope of Work

Contractor shall provide all labor and equipment necessary for the requested work related to the roadway maintenance, located in the Hill Estates, RSID 726M, as outlined in the attached Scope of work Exhibit "A". This scope of work was produced for a project earlier this calendar year and only the grading of the roads is requested at this time, no additional gravel is expected. Hill Estates is located south of Billings off Vandaveer Road.

2. Contract Times

This contract will be in effect until the complete scope is complete and approved by the County and Subdivision Ad-Hoc Representative. Should any work, outside the Scope of Work need to be performed, both parties must agree in writing.

3. Contract Price

The Owner shall pay the Contractor three-thousand dollars and no cents (\$3,000.00) according to the price outlined in the emailed quote sent by the Contractor. The contractor shall submit invoices to the Yellowstone County Public Works Department once the work is complete.

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 the 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 Scope of Work Exhibit "A"
- 5.3 Contractor's Emailed Bid Proposal by CJ Baker
- 5.4 Contractor's current 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 The Contractor agrees to defend, indemnify and hold harmless the Owner against claims for injuries to person or damages to property occurred from or in connection with the Contractor's performance under the Agreement. The indemnification and defense obligations under this paragraph of the Agreement shall not be limited by any assertion or finding that Yellowstone County is liable for any damages by reason of a non-delegable duty.
- 6.3 The Contractor agrees to perform the labor and terms of this contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute the Contractor or any of his (or her, or its) agents or employees as the agent, employee or representative of Yellowstone County for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal withholding taxes.
- 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 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.

6.7 In the event of litigation, the prevailing party shall be entitled to reimbursement of Court costs and reasonable Attorney fees by the non-prevailing party.

6.8 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 subcontractors 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 qualifications 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 persons performing under the contract.

7.0 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 Termination


This Agreement shall terminate in its entirety in accordance with the terms found in paragraph 2. However, either party may terminate this contract on thirty (30) calendar days written notice, or if prior to such action, the other party materially breaches any of its representations or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including attorneys' fees and costs of enforcing this 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 October 21, 2025.

OWNER:

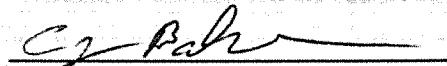
Yellowstone County
Billings, Montana 59101



Monica Plecker
Public Works Director

CONTRACTOR:

Rock Solid Excavating
Park City, MT 59063



CJ Baker
Owner

March 19, 2025

Yellowstone County is currently soliciting price quotations for all labor, materials, necessary equipment and permits required for gravel grading and related work for Hill Estates Subdivision (RSID 726M).

Request for Quotes
Hill Estates Subdivision RSID 726M

A Scope of Work for the project is attached. We would like the project completed
By April 30th, 2025.

All quotations must be labeled "Hill Estates Subdivision" and submitted to the Yellowstone County Public Works Department, P.O. Box 35024, Billings, MT 59107 or delivered to the Public Works Department, Room 3201 of the Stillwater Building, 316 North 26th Street, Billings, MT 59101. If it is more convenient quotes may be faxed (254-7946) or e-mailed (lmcisaac@yellowstonecountymt.gov).

All quotes to be received

No later than 4:00 p.m. March 31st, 2025.

Quotes received after the aforementioned time and date will not be considered.

The selected contractor will be required to provide a copy of their workers compensation coverage and general liability insurance prior to beginning the project.

Each bidder and or general contractor must have a current Montana Public Contractor's Registration number when submitting his or her bid. The number must appear on the bid. All subcontractors must obtain a registration number prior to beginning any work on the project.

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' subcontractors 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 qualifications 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 persons performing under the contract.

If you have any questions concerning this project, please contact Logan McIsaac at the Yellowstone County Public Works Department at (406) 256-2735

Yellowstone County reserves the right to reject any or all quotes received and to accept the quote that best serves the interests of Yellowstone County.

Thank you, Logan McIsaac

Hill Estates Subdivision

Scope of Work – Specifications

The scope of work includes but is not limited to the following:

- Hill Estates Subdivision is located South of Billings, MT off Vandaveer Road. A map of the RSID is attached to this advertisement and highlights the dedicated public roads that are maintained through the RSID.
- This advertisement is for road grading only, the alternate pricing will be considered and may or may not be awarded with the main road grading.
- Some roads, however, should have gravel added to them. As an alternate please include an estimate for adding gravel and grading to the washboard section of Thomas Katherine Road (approximately 800 feet).
- All Contractors interested in submitting a price quote for this work are encouraged to visit the site(s) and verify or obtain their own measurements of lengths, widths, slopes, cross slopes and obtain any other data needed to perform this work.
- Coordinate with property owners and RSID Ad-Hoc members as necessary.
- All materials and work must meet industry standard requirements for this type of maintenance work.
 - After completion of the work provide copies of the invoice to:
Yellowstone County Public Works

Request for Quotes
Hill Estates Subdivision
Price Quote (BID) Sheet

Please include this sheet with your bid documents.

Road Grading

Pricing for grading dedicated public roads maintained through the subdivision's RSID funds: the public portion of Hill Road, David Mark Trail, Thomas Katherine Road, and the Emergency Road.

Approximately 7400 Linear Feet of Roadway \$ 4170⁰⁰ LS
With Water & Compaction

~~Alternate 1~~

~~Additional pricing for consideration of work for adding gravel in places where the base pit run material is exposed and creating problem areas. Approximately 800 linear feet on Thomas Katherine.~~

~~Alternate 1 adding gravel where needed \$ 4895⁰⁰ LS~~

Will you be able to complete the project by April 30th, 2025? X Yes No

Rock Solid Excavating Inc.
Company Name

CJ Baker
Authorized Representative

PO Box 235
Mailing Address

Park City MT 89063
City, State and Zip Code

406 855 8371
Telephone and Fax Number

158443
Contractor Number

3 -31 - 25
Date

I acknowledge receiving the following addenda, if applicable.

#1 CB
Initials

#2 CB
Initials

Logan Mclsaac

From: Cj Baker <rocksolidexcavating@gmail.com>
Sent: Thursday, October 16, 2025 6:53 PM
To: Logan Mclsaac
Subject: Re: Hill Estates Grading

I'm thinking we should be right at \$3000 and could do it next week. Just let me know and I'll get it scheduled thanks
Sent from my iPhone

On Oct 15, 2025, at 6:36 AM, Logan Mclsaac <lmclsaac@yellowstonecountymt.gov> wrote:

CJ,

Have you been able to put this quote together? The subdivision asked again on when it could get graded.

Logan Mclsaac
Project Manager
C: (406) 670-0283
D: (406) 256-6996
www.yellowstonecountymt.gov
lmclsaac@yellowstonecountymt.gov

From: Cj Baker <rocksolidexcavating@gmail.com>
Sent: Saturday, October 11, 2025 8:50 AM
To: Logan Mclsaac <lmclsaac@yellowstonecountymt.gov>
Subject: Re: Hill Estates Grading

Yes we would love to I'll get you some numbers thanks
Sent from my iPhone

On Oct 9, 2025, at 8:18 AM, Logan Mclsaac
<lmclsaac@yellowstonecountymt.gov> wrote:

Hi CJ,

I got a request from the subdivision off Vandaveer to have their roads graded again. Is this something you'd be able to fit in? If so, can you send me a quote for just the grading.
Let me know.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. SECTION II – COVERED AUTO LIABILITY COVERAGE

The following amendments refer to Paragraph **SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured**, is amended by the addition of the following:

1. Broadened Named Insured

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, and there is no other similar insurance available to that organization. However, insurance provided by this provision:

- a. Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Does not apply to “bodily injury” or “property damage” resulting from an “accident” that occurred before you acquired or formed the organization;
- c. Does not apply to an insured under any other automobile liability policy, or would be an insured under such a policy but for the exhaustion of such policy’s limits of insurance or the termination of such policy; and
- d. No newly acquired or formed organization is an insured with respect to any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

2. Employee Hired Auto

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B.5., Other Insurance, Paragraph b.** is deleted and replaced with the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:
 - 1) Any covered “auto” you lease, hire, rent or borrow; and
 - 2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

If Employee Hired Autos Coverage Form CA 20 54 is attached to this policy, then the Employee Hired Autos coverage described above does not apply.

3. Employees as Insured

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

If Employees as Insured CA 99 33 is attached to this policy, then the Employees as Insured coverage described above does not apply.

4. Partners or Members as Insured

Definition includes as an "insured" a partner (if you are a partnership) or a member (if you are a limited liability company) while using a covered "auto" owned by him or her or a member of his or her household in your business affair.

If Partners or Members as Insureds CA 05 25 is attached to this policy, then the Partners or Members as Insureds coverage described above does not apply.

5. Blanket Additional Insured

Any person or organization with respect to the operation, maintenance, or use, of a covered "auto" that you are required to include as additional insured on the Coverage Form in a written agreement or written "insured contract" that is signed and executed by you before the "bodily injury" or "property damage" occurs. However, such person or organization is an insured:

- a. Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written agreement or written "insured contract";
- b. Is in effect during the policy period; and
- c. Only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

Under **SECTION II – LIABILITY COVERAGE, A.2., Coverage Extensions, a. Supplementary Payments**, Paragraphs **a.(2)** and **a.(4)** are deleted and replaced by the following:

6. Supplementary Payments

- a. Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- b. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

B. SECTION III – PHYSICAL DAMAGE COVERAGE

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A.4., Coverage Extensions, a. Transportation Expenses** is deleted in its entirety and replaced with the following:

1. Transportation Expenses

We will pay up to \$50 per day, to a maximum of \$1,500, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**, the last paragraph under **b. Loss Of Use Expenses** is replaced as follows

2. Loss of Use Expenses

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$1,950.

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A.4., Coverage Extensions**, the following is added:

3. Theft Expense

If Comprehensive Coverage is purchased on a covered "auto", and that covered "auto" is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$2,500.

4. Rental Agency Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or written agreement entered into for use of a rental vehicle in the conduct of your business:

Maximum amount we will pay for any one written contract or written agreement:

- a. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use due as a result of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
- b. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and

- c. \$2,500 for administrative expenses incurred by the rental agency, as stated in the written contract or written agreement.
- d. Maximum total amount payable under Paragraphs a., b. and c. combined is \$7,500.

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes Of Loss, or Collision Coverage as provided under this Coverage Part, then coverage is extended to "autos" you hire without a driver, subject to the following:

- a. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible.
- b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

Coverage provided by this extension applies only to "autos" you hire of the private passenger type or light truck (gross vehicles weight 10,000 pounds or less) type vehicles.

If a limit for Hired Auto – Physical Damage is shown in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

6. Personal Effects

We will pay up to \$500 for "loss" to personal effects which are owned by an "insured"; and in or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage. For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured. "Personal effects" does not include tools, equipment, jewelry, money or securities.

7. Vehicle Vinyl Wrap

We will pay up to \$1,000 per occurrence in any 12 months in the case of a total loss for vinyl vehicle wraps displayed on the vehicle at the time of loss.

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions**, Paragraph **3.a.** is replaced as follows:

8. Airbag Coverage

Wear and tear, freezing, mechanical or electrical breakdown. However, mechanical or electrical breakdown does not apply to the unintended discharge of an airbag. Any loss covered under this provision is excess over any other collectible insurance or warranty.

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, D., Deductible**, the following is added:

9. Glass Repair – Waiver of Deductible

If Comprehensive Coverage or Specified Causes Of Loss Coverage is purchased on a covered "auto", no deductible shown in the Declaration applies to the cost of repairing damaged safety glass on the covered "auto(s)".

10. Parked Auto Collision Coverage – Waiver of Deductible

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

11. Physical Damage Deductible – Vehicle Tracking System

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

C. DEATH BENEFIT

1. We will pay a supplementary death benefit equal to \$10,000 per person because of death caused by an "auto" "accident" and sustained by an "insured". We will pay the benefit if death from an "auto" "accident" occurs within three years of the date of such "accident".
2. The "beneficiary" must furnish us with proof of death of the "insured", accompanied by a police report or other suitable proof.
3. Any amounts payable under the supplementary death benefit shall not be reduced by any other amounts paid or payable under this policy.
4. "Beneficiary" means (in order of priority of payment):
 - a. The surviving spouse if a resident in the same household as the deceased at the time of the "accident"; or
 - b. If the deceased is an unmarried minor, either of the surviving parents who had legal custody at the time of the "accident"; or
 - c. The estate of the deceased

D. SECTION IV – BUSINESS AUTO CONDITIONS

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, Paragraph 2. Concealment, Misrepresentation Or Fraud**, is amended by the addition of the following:

1. Unintentional Failure To Disclose Hazards

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss**, Paragraph 2.a., is deleted and replaced with the following:

2. Duties In The Event Of Accident, Claim, Suit Or Loss

In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" after it becomes known to:

- a. You, if you are an individual;
- b. A partner or member, if you are a partnership or joint venture;
- c. A member or manager, if you are a limited liability company; or
- d. An executive officer or insurance manager if you are an organization other than a partnership, joint venture or limited liability company.

Notice should include the following:

- a. How, when and where the "accident" or "loss" occurred;
- b. The "insured's" name and address; and
- c. To the extent possible, the names and addresses of any injured persons and witnesses. Your "employees" may know of an "accident", claim, "suit" or "loss". This will not mean that you have such knowledge of an "accident", claim, "suit" or "loss".

ARTISANS ADVANTAGE ENHANCED COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CAUSES OF LOSS – SPECIAL FORM
COMMERCIAL PROPERTY CONDITIONS
COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

When this endorsement is attached to the policy, insurance under the Building and Personal Property Coverage Form, the Causes of Loss – Special Form, the Commercial Property Conditions and the Commercial General Liability Coverage Form is enhanced to provide the coverages described in this endorsement. All other conditions of the policy continue to apply.

This coverage is subject to the provisions applicable to the Building and Personal Property Coverage Form, Causes of Loss – Special Form, the Commercial Property Conditions and the General Liability Coverage Form.

SCHEDULE

<u>Coverage Enhancements</u>	<u>Limits of Insurance Each Location</u>
<u>Property Coverage</u>	
Premises Boundary	1,000 feet
<u>Property Coverage Extensions</u>	
Newly Acquired or Constructed Property	
Buildings	\$500,000. at Each Building
Business Personal Property	\$250,000. at Each Building
Personal Effects and Property of Others	\$ 25,000. at Replacement Cost
Valuable Papers and Records (Other than Electronic Data)	\$ 25,000.
Property Off-Premises (Including Laptops and Other Electronic Equipment)	\$ 15,000.
Outdoor Property (Named Perils)	\$ 1,000. per tree/shrub, max. limit \$25,000.
Non-Owned Detached Trailers	\$ 10,000.
Accounts Receivable	\$ 50,000.
Property in Transit (Including Laptops and Other Electronic Equipment)	\$ 15,000.
Fine Arts	\$ 25,000.
<u>Property Additional Coverages</u>	
Debris Removal	\$ 25,000.
Fire Department Service Charge	\$ 5,000.
Pollutant Clean-up and Removal	\$ 15,000.
Electronic Data	\$ 25,000.
Interruption of Computer Operations	\$ 15,000.
Arson Reward	\$ 5,000.
Water Back-Up and Sump Overflow	\$ 25,000.
Brands and Labels	\$ 25,000.
Employee Theft	\$ 10,000.
Business Income Including Extra Expense	\$ 25,000.
Business Income from Dependent Properties	\$ 10,000.
Claims Expenses	\$ 10,000.
Inventory or Appraisal Cost	\$ 5,000.
Money and Securities	
Inside	\$ 10,000.
Outside	\$ 5,000.
Off Premises Power Failure – Direct Damage	\$ 10,000.
Ordinance or Law Coverage	
Coverage A	Included within Building Limit.
Coverages B and C Combined	25% of Bldg. Limit, \$150,000. maximum
Outdoor Signs	\$ 10,000.
Recharging of Fire Extinguishers	\$ 5,000.
Unauthorized Business Card Use	\$ 5,000.
Forgery or Alteration	\$ 10,000.
Salespersons Samples	\$ 2,500.

Inland Marine Coverages

Installation Coverage	\$ 10,000.
Contractors Equipment Coverages:	
Small Tools	\$ 5,000. (Maximum limit per item \$1,000)
Employee Small Tools	\$ 1,000. (Maximum limit per item \$250)
Leased and Rented Equipment	\$ 5,000.
Rental Reimbursement	\$ 1,000.

General Liability Additional Coverages

Blanket Additional Insured (Including Primary Non-Contributing Coverage)	Included in Each Occurrence Limit
Mobile Equipment Broadened Coverage	Included in Each Occurrence Limit
Aggregate Limit Per Project	Included in Each Occurrence Limit
Blanket Waiver	Included in Each Occurrence Limit
Voluntary Property Damage Coverage	\$ 2,500.

The following applies to coverages under this endorsement only.

Property Coverage

The phrase 'within 100 feet of the described premises' used in Paragraphs **a.(5)(b)**, **b.** and **c.(2)** under **A.1. Covered Property** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** and Paragraph **2.c.(1)** under **C. Limitations** of the **CAUSES OF LOSS – SPECIAL FORM** is replaced by the phrase 'within 1,000 feet of the described premises'.

Property Coverage Extensions

Paragraph **A.5. Coverage Extensions** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted in its entirety and replaced by the following:

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.

If a Coinsurance percentage of 80% or more or, a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a)** Your new buildings while being built on the described premises; and
- (b)** Buildings you acquire at locations, other than the described premises, intended for:
 - (i)** Similar use as the building described in the Declarations; or
 - (ii)** Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$500,000 at each building.

(2) Your Business Personal Property

(a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

- (i)** Business personal property, including such property that you newly acquire, at any location you acquire, at any location you acquire other than at fairs, trade shows or exhibitions;
- (ii)** Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
- (iii)** Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

(b) This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. Personal Effects And Property Of Others

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to:
 - (a) Personal effects owned by you, your officers, your partners or members, your managers or your employees.
 - (b) Personal property of others in your care, custody or control.

This Extension does not apply to employee tools.

- (2) The most we will pay for loss or damage under this Extension is \$25,000 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

(3) Extension Of Replacement Cost To Personal Property Of Others

- (a) Replacement Cost coverage is extended to apply to personal property of others.
- (b) Paragraphs 3.b.(1) and 4. under **G. Optional Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** are deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

- (c) With respect to replacement cost on the personal property of others the following limitation applies:

If an item of personal property of others is subject to a written contract which governs your liability for loss or damage to that item, then valuation of that item will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

c. Valuable Papers And Records (Other Than Electronic Data)

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage to valuable papers and records that you own, or that are in your care, custody or control, caused by or resulting from a Covered Cause of Loss. This Extension includes the cost to research lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.

- (2) Coverage under this Extension is limited to the "specified causes of loss" as defined in the **CAUSES OF LOSS – SPECIAL FORM**, and Collapse as set forth in that form.

- (3) This Extension does not apply to:

- (a) Property held as samples or for delivery after sale;
- (b) Property in storage away from the premises shown in the Declarations.

- (4) Section **B. Exclusions** in the **CAUSES OF LOSS – SPECIAL FORM** does not apply to this Extension, except for:

- (a) Paragraph **B.1.c.** Governmental Action;
- (b) Paragraph **B.1.d.** Nuclear Hazard;
- (c) Paragraph **B.1.f.** War And Military Action;
- (d) Paragraph **B.2.f.**;
- (e) Paragraph **B.2.g.**; and
- (f) Paragraph **B.3.**

- (5) The most we will pay under this Extension for loss or damage to valuable papers and records in any one occurrence at each described premises is \$25,000.

For valuable papers and records not at a described premises, the most we will pay is \$5,000 in any one occurrence. Such amounts are additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

d. Property Off-Premises (Including Laptops And Other Electronic Equipment)

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
 - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
 - (a) In or on a vehicle; or
 - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$15,000.

e. Outdoor Property (Named Perils)

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, retaining walls (other than retaining walls that are a part of a building), radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Vandalism;
- (5) Vehicle Damage;
- (6) Riot or Civil Commotion; or
- (7) Aircraft.

The most we will pay for loss or damage under this Extension is \$25,000, but not more than \$1,000 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

f. Non-Owned Detached Trailers

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
 - (a) The trailer is used in your business;
 - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
 - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$10,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

g. Accounts Receivable

- (1) You may extend the insurance that applies to Your Business Personal Property to accounts receivable. We will pay:

- (a) All amounts due from your customers that you are unable to collect;
 - (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - (c) Collection expenses in excess of your normal collection expenses that are made necessary by “loss”; and
 - (d) Other reasonable expenses that you incur to re-establish your records of accounts receivable; that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.
- (2) The most we will pay under this Extension for loss or damage in any one occurrence at each described “premises” is \$50,000.
- (3) Section **B.Exclusions** in the **CAUSES OF LOSS – SPECIAL FORM** does not apply to this Extension, except for:
- (a) Paragraph **B.1.c.** Governmental Action;
 - (b) Paragraph **B.1.d.** Nuclear Hazard;
 - (c) Paragraph **B.1.f.** War And Military Action;
 - (d) Paragraph **B.2.f.**;
 - (e) Paragraph **B.2.g.**; and
 - (f) Paragraph **B.3.**
- (4) The following additional exclusion applies to the Extension:
- We will not pay for:
- (a) Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of “money,” “securities” or other property.
This exclusion applies only to the extent of the wrongful giving, taking or withholding.
 - (b) Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.
 - (c) Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

h. Property In Transit (Including Laptops And Other Electronic Equipment)

F.1. under **Additional Coverage Extensions** of the **CAUSES OF LOSS – SPECIAL FORM** is deleted and replaced with the following:

1. Property In Transit (Including Laptops And Other Electronic Equipment)

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 1,000 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one the following causes of loss:
 - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle’s contact with the road bed.
 - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$15,000.

i. Fine Arts

- (1) You may extend the insurance that applies to Your Business Personal Property to cover “fine arts” owned by you and located on the premises described in the Declarations
- (2) In addition to the exclusions in **CAUSES OF LOSS – SPECIAL FORM** we will not pay for loss or damage caused by or resulting from repairing, restoration, or retouching processes.
- (3) In the event of loss or damage, we will pay the actual cash value of the item. The actual cash value will be the price you paid for the item, or the value as determined by an appraisal of the item not more than 360 days prior to the date of loss or damage. In no event will the actual cash value exceed the amount necessary to repair or replace the item with substantially like property.

(4) The most we will pay for "fine arts" at any premises described in the Declarations is \$25,000.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

Property Additional Coverages

The following are Additional Coverages. The Additional Condition, Coinsurance, does not apply to these coverages.

A. Debris Removal

A.4.a. of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced as follows:

a. Debris Removal

- (1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
 - (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
 - (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
 - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.
- (4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
 - (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
 - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

(5) Examples

Example #1

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 50,000
Amount of Loss Payable	\$ 49,500
	(\$50,000 – \$500)
Debris Removal Expense	\$ 10,000
Debris Removal Expense Payable	\$ 10,000
	(\$10,000 is 20% of \$50,000)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

Example #2

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 80,000
Amount of Loss Payable	\$ 79,500
	(\$80,000 – \$500)
Debris Removal Expense	\$ 35,500

Debris Removal Expense
Payable

Basic Amount	\$ 10,500
Additional Amount	\$ 25,000

The basic amount payable for debris removal expense under the terms of Paragraph **(3)** is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000; capped at \$10,500). The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph **(4)**, because the debris removal expense (\$35,500) exceeds 25% of the loss payable plus the deductible (\$35,500 is 44.375% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$35,500 = \$115,000) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph **(4)**. Thus the total payable for debris removal expense in this example is \$35,500.

B. Fire Department Service Charge

A.4.c. of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced as follows:

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$5,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

C. Pollutant Clean-up And Removal

A.4.d. of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced as follows:

d. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$15,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

D. Electronic Data

A.4.f. of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced as follows:

f. Electronic Data

- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data, which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
- (3) In addition to the "specified causes of loss" as defined in the **CAUSES OF LOSS – SPECIAL FORM**, and Collapse as set forth in that form, the following are covered causes of loss:
 - (a) A virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.
 - (b) Changes in your electrical power supply, including interruption, power surge, blackout or brownout, if the cause of such event originates 100 feet or less from any premises described in the Declarations;
 - (c) Dishonest acts committed by your employees acting alone or in collusion with other persons, except you or your partners, directors or trustees, but theft by employees is not covered;

- (d) Dampness or dryness of atmosphere or changes in or extremes of temperature;
 - (e) Floods, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; and
 - (f) Earth movement, such as an earthquake, landslide or earth sinking, rising or shifting.
- (4) The most we will pay under this **Additional Coverage – Electronic Data** is \$25,000 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved.

E. Interruption Of Computer Operations

We will pay your necessary “Extra Expense” to continue normal operations caused by an interruption in computer operations due to destruction or corruption of your electronic data due to a Covered Cause of Loss.

We will also pay for your actual “Business Income” if you must close all or part of your business due to destruction or corruption of your electronic data due to a Covered Cause of Loss.

The most we will pay under this coverage is \$15,000 for any one occurrence.

Under this **Additional Coverage – Interruption Of Computer Operations**, electronic data has the meaning set forth in Paragraph 5. **Limitation – Interruption of Computer Operations** included in **Additional Coverage – Business Income Including Extra Expense** of this form.

F. Arson Reward

We will reimburse you for an arson reward that you give to someone who discloses information that leads to the conviction of a person or persons for arson at the premises described in the Declarations.

The most we will pay under this coverage is \$5,000 each occurrence.

G. Water Back-Up And Sump Overflow

1. We will pay for direct physical loss or damage to Covered Property caused by or resulting from:
 - a. Water which backs up through or overflows from a sewer or drain; or
 - b. Water which overflows from a sump, even if the overflow results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to Paragraph **b.** above, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.
2. The coverage described in Paragraph 1. above does not apply to loss or damage resulting from an insured’s failure to:
 - a. Keep a sump pump or its related equipment in proper working condition; or
 - b. Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.
3. The most we will pay under this coverage is \$25,000 each occurrence.
4. With respect to the coverage provided in this **Additional Coverage – Water Back-Up and Sump Overflow**, Paragraph 3. of the **Water Exclusion** included in this Policy does not apply.

H. Brands And Labels

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or part of the property at an agreed or appraised value. If so, you may:

1. Stamp the word ‘Salvage’ on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
2. Remove the brands and labels, if doing so will not physically damage the merchandise or its containers to comply with the law.

We will pay reasonable costs you incur to perform the activity described in Paragraphs 1. and 2. above. The most we will pay for these costs and the value of the damaged property under this Additional Coverage is \$25,000.

Payments under this Additional Coverage are subject to and not in addition to the Limits of Insurance.

I. Employee Theft

1. We will pay for direct loss of or damage to Your Business Personal Property and your “money” and “securities” resulting from “theft” committed by any of your “employees” acting alone or in collusion with other persons (except you or your partners, members or managers) with the manifest intent to:
 - a. Cause you to sustain loss or damage; and also
 - b. Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - (1) Any “employee”; or
 - (2) Any other person or organization.

2. We will not pay for loss or damage:
 - a. Resulting from any dishonest or criminal act that you or any of your partners, members, officers, “managers,” directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose commit, whether acting alone or in collusion with other persons; or
 - b. The only proof of which as to its existence or amount is one or both of the following:
 - (1) An inventory computation; or
 - (2) A profit and loss computation.
3. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is \$10,000.
4. All loss or damage:
 - a. Caused by one or more “employees”; and
 - b. Involving a single act or series of related acts; is considered one occurrence.
5. We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
6. This Additional Coverage does not apply to loss caused by an “employee” after discovery by:
 - a. You; or
 - b. Any of your partners, officers or directors, or members or “managers” not in collusion with the “employee”; of any “theft” or any other dishonest act committed by that “employee” before or after being hired by you.
7. **Extended Period To Discover Loss**
 - a. We will pay for loss that you sustained prior to the effective date of termination or cancellation of this policy, which is discovered by you no later than 1 year from the date of that termination or cancellation.
 - b. However, this extended period to discover loss terminates immediately upon the effective date of any other insurance obtained by you replacing in whole or in part the insurance afforded by this policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
8. If you discover a loss or damage during the policy period that you (or any predecessor in interest) sustained during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage, provided:
 - a. This Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and
 - b. The loss or damage would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
9. The insurance under Paragraph 8. above is provided within, and not in addition to, the Limit of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:
 - a. This Additional Coverage as of its effective date; or
 - b. The prior insurance, had it remained in effect.
10. None of the exclusions in Section **B. Exclusions** of the **CAUSES OF LOSS – SPECIAL FORM** apply to Employee Theft Coverage provided under this endorsement except:
 - a. **B.1.c. Governmental Action;**
 - b. **B.1.d. Nuclear Hazard;** and
 - c. **B.1.f. War And Military Action.**
11. We will not pay for loss as specified below:
 - a. **Acts Committed by You or Your Partners**
Loss resulting from any dishonest or criminal act committed by your or any of your partners whether acting alone or in collusion with other persons.
 - b. **Indirect Loss**
Loss that is an indirect result of any act or occurrence covered by this insurance including, but not limited to, loss resulting from:
 - (1) Your inability to realize income that you would have realized had there been no loss of, or loss from damage to “money” and “securities”.
 - (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this Additional Coverage.

- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this Additional Coverage.

c. Legal Expenses

Expenses related to any legal action.

12. Ownership Of Property; Interests Covered

The property covered under this Additional Coverage is limited to property:

- a. That you own or lease;
- b. That you hold for others; or
- c. For which you are legally liable, except for property inside the premises of a "client" of yours.

However, this coverage is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this coverage must be presented by you.

13. Valuation – Settlement

Subject to the Limit of Insurance, we will pay for:

- a. Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:
 - (1) At face value in the "money" issued by that country; or
 - (2) In the United States of America dollar equivalent determined by the rate of exchange published in The Wall Street Journal on the day the loss was discovered.
- b. Loss of "securities" but only up to and including their value at the close of business on the day that loss was discovered. We may, at our option:
 - (1) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities";
 - (2) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities." However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - (a) Value of the "securities" at the close of business on the day the loss was discovered; or
 - (b) Limit of Insurance.

J. Business Income Including Extra Expense

1. Coverage

a. Business Income

Business Income means the:

- (1) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- (2) Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

Business Income includes "Rental Value."

We will pay the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration." The "suspension" must be caused by direct physical loss of or damage to property at the premises described in the Declarations, including personal property in the open (or in a vehicle) within 1,000 feet, caused by or resulting from any Covered Cause of Loss.

b. Extra Expense

Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expenses to repair or replace property) to:

- (1) Avoid or minimize the "suspension" of business and to continue operations at the premises described in the Declarations or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location;
- (2) Minimize the "suspension" of business if you cannot continue "operations."

We will pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage.

2. Additional Coverages

a. Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 1,000 feet of the described premises and:
 - (a) Used in the construction, alterations or additions; or
 - (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations," the "period of restoration" for Business Income Coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

b. Civil Authority

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action; or
 - (2) When Civil Authority for Business Income ends;
- whichever is later.

c. Extended Business Income

(1) Business Income Other Than "Rental Value"

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this additional coverage, we will pay for the actual loss of Business Income you incur during the period that:

- (a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (b) Ends on the earlier of:
 - (i) The date you could restore your "operations," with reasonable speed, to the level which would generate the "business income" amount that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 30 consecutive days after the date determined in (1)(a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

(2) "Rental Value"

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this additional coverage, we will pay for the actual loss of "Rental Value" you incur during the period that:

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and

(b) Ends on the earlier of:

- (i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or
- (ii) 30 consecutive days after the date determined in (2)(a) above.

However, Extended Business Income does not apply to loss of "Rental Value" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

3. Limits of Insurance

The most we will pay for loss under this **Additional Coverage - Business Income Including Extra Expense** in any one occurrence is \$25,000.

Payments under the following additional coverages will not increase the applicable Limit of Insurance:

- a. Alterations and New Buildings;
- b. Civil Authority; or
- c. Extended Business Income.

4. Valuation

The following is added to **E.7. Valuation** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

g. The amount of Business Income loss will be determined based on:

- (1) The Net Income of the business before the direct physical loss or damage occurred;
- (2) The likely Net Income of the business if no loss or damage occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
- (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- (4) Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;
 - (b) Bills, invoices and other vouchers; and
 - (b) Deeds, liens or contracts.

h. The amount of Extra Expense will be determined based on:

- (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration" once "operations" are resumed; and
 - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
- (2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

i. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Additional Coverage and:

- (1) We have reached an agreement with you on the amount of loss; or
- (2) An appraisal award has been made.

j. Resumption of Operations

We will reduce the amount of your:

- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations," in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense. If you do not resume "operations," or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

5. Limitation – Interruption of Computer Operations

- a. Coverage for Business Income does not apply when action is taken to avoid or minimize a “suspension” of “operations” caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the **Additional Coverage – Interruption Of Computer Operations**.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a “suspension” of “operations” caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the **Additional Coverage – Interruption Of Computer Operations**.
- c. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

K. Business Income From Dependent Properties

1. We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the coverage period. The "suspension" must be caused by direct physical loss of or damage at the premises of a dependent property caused by or resulting from a Covered Cause of Loss.

However, this Additional Coverage does not apply when the only loss to dependent property is loss or damage to electronic data, including destruction or corruption of electronic data. If the dependent property sustains loss or damage to electronic data and other property, coverage under this Additional Coverage will not continue once the other property is repaired, rebuilt or replaced. Electronic data has the meaning set forth in Paragraph 5. **Limitation – Interruption of Computer Operations** included in **Additional Coverage – Business Income Including Extra Expense** of this form.

The most we will pay under this Additional Coverage is \$10,000 in any one occurrence.

2. We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations," in whole or in part, by using any other available:
 - a. Source of materials; or
 - b. Outlet for your products.
3. If you do not resume “operations,” or do not resume “operations” as quickly as possible, we will pay based on the length of time it would have taken to resume “operations” as quickly as possible.
4. Business Income, as it pertains to this **Additional Coverage – Business Income From Dependent Properties**, means:
 - a. Net income (net profit or loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred, but not including any net income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss; and
 - b. Continuing normal operating expenses incurred, including ordinary payroll.
5. Dependent property means property operated by others whom you depend on to:
 - a. Deliver materials or services to you, or to others for your account. But services does not mean water, communication or power supply services;
 - b. Accept your products or services;
 - c. Manufacture your products for delivery to your customers under contract for sale; or
 - d. Attract customers to your business.

The dependent property must be located in the coverage territory of this policy.

6. The coverage period for Business Income under this Additional Coverage:
 - a. Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the dependent property; and
 - b. Ends on the date when the property at the premises of the dependent property should be repaired, rebuilt or replaced with reasonable speed and similar quality.
7. The Business Income coverage period, as stated in Paragraph 6., does not include any increased period required due to the enforcement of any ordinance or law that:
 - a. Regulates the construction, use or repair, or requires the tearing down, of any property; or
 - b. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

The expiration date of this policy will not reduce the Business Income coverage period.

L. Claims Expenses

In the event of covered loss or physical damage we will pay up to \$10,000 in any one occurrence as an additional Limit of Insurance to cover reasonable expenses incurred by you at our specific request to assist us in:

1. The investigation of a claim or suit; or
2. The determination of the amount of loss, such as taking inventory, or auditing business records.

M. Inventory Or Appraisal Cost

We will pay up to \$5,000 each occurrence for the cost of any inventory or appraisal required as a result of direct physical loss or damage to covered property caused by or resulting from a Covered Cause of Loss.

N. Money And Securities

1. We will pay for loss of "money" and "securities" used in your business caused by "theft," disappearance or destruction. The most we will pay for loss in any one "occurrence" under this coverage is:

- a. \$10,000 for "money" and "securities" while inside the "premises" or a "banking premises."
- b. \$5,000 for "money" and "securities" while in the care and custody of a "messenger."

2. Additional Exclusions Applicable to Money And Securities

We will not pay for loss as specified below:

- a. Loss resulting from accounting or arithmetical errors or omissions;
- b. Loss resulting from the giving or surrendering of property in any exchange or purchase.
- a. Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
- d. Loss resulting from any dishonest or criminal act committed by any of your "employees," directors, trustees or authorized representatives:
 - (1) Acting alone or in collusion with other persons; or
 - (2) While performing services for you or otherwise.
- e. Loss of property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises."
 - (1) On the basis of unauthorized instructions; or
 - (2) As a result of a threat to do:
 - (a) Bodily harm to any person; or
 - (b) Damage to any property.
 - (3) But, this exclusion does not apply to loss of "money" and "securities" while outside the "premises" or "banking premises" in the care and custody of a "messenger" if you:
 - (a) Had no knowledge of any threat at the time the conveyance began; or
 - (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.
- f. Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

3. Additional Conditions

- a. The reference to "money" and "securities" in Subparagraph **A.2.a. Property Not Covered** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** does not apply to the coverage provided by this form.
- b. You must keep records of all "money" and "securities" so we can verify the amount of loss or damage.

O. Off Premises Power Failure – Direct Damage

1. With respect to coverage provided in this **Additional Coverage – Off Premises Power Failure – Direct Damage**, Exclusion **B.1.e.** of the **CAUSES OF LOSS – SPECIAL FORM** is deleted in its entirety and replaced as follows:

e. Utility Services

The failure of utility service (other than Power Supply Service) supplied to the described premises, however caused, if the failure occurs away from the described premises. Failure includes lack of sufficient capacity and reduction in supply.

But if the failure of utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply to the Business Income coverage or to Extra Expense coverage. Instead, the Special Exclusion in Paragraph **B.4.a.(1)** applies to these coverages.

2. The following Additional Coverage is added:

Off Premises Power Failure – Direct Damage

- a. We will pay for loss of or damage to Covered Property caused by an interruption in Power Supply Service to the described premises. The interruption in Power Supply Service must result from direct physical loss or damage by a Covered Cause of Loss to property that is located off the described premises.
- b. Coverage under this Additional Coverage does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning set forth in Paragraph 5. **Limitation – Interruption of Computer Operations** included in **Additional Coverage – Business Income Including Extra Expense** of this form.
- c. Power Supply Service means the following types of property supplying electricity, steam or gas to the described premises:
 - (1) Utility generating plants;
 - (2) Switching stations;
 - (3) Substations;
 - (4) Transformers; and
 - (5) Transmission lines, including overhead transmission lines.
- d. The most we will pay for any one occurrence is \$10,000.

P. Ordinance Or Law Coverage

Exclusion **B.1.a. Ordinance Or Law** of the **CAUSES OF LOSS – SPECIAL FORM** is deleted and the following coverage applies:

- 1. Ordinance or Law Coverage applies only if the following is satisfied.
 - a. The ordinance or law:
 - (1) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
 - (2) Is in force at the time of loss.But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.
 - b. (1) The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or
 - (2) The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.
 - (3) But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this additional coverage even if the building has also sustained covered direct physical damage.
 - c. In the situation described in 1.b.(2) above, we will not pay the full amount of loss otherwise payable under the terms of **Coverage A** and/or **Coverage B and C Combined** of this additional coverage. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.
However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of **Coverages A** and/or **B and C Combined** of this endorsement.
- 2. Under this coverage, we will not pay for loss due to any ordinance or law that:
 - a. You were required to comply with before the loss, even if the building was undamaged; and
 - b. You failed to comply with.
- 3. Under this coverage, we will not pay for:
 - a. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by “pollutants” or due to the presence, growth, proliferation, spread or any activity of “fungus,” wet or dry rot or bacteria; or
 - b. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants,” “fungus,” wet or dry rot or bacteria.

4. Coverage A: Coverage for Loss to the Undamaged Portion of the Building

- a. If a Covered Cause of Loss occurs to covered building property at the premises described in the Declarations, we will pay for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.
- b. **Coverage A** is included within the Limit of Insurance applicable to the covered building property at the premises described in the Declarations. **Coverage A** does not increase the Limit of Insurance.
- c. Loss will be determined as follows:
 - (1) If the Replacement Cost Coverage Option applies and the property is repaired or replaced, on the same premises or another premises, we will not pay more than the lesser of:
 - (a) The amount you actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
 - (b) The Limit of Insurance shown in the Declarations as applicable to the covered building property.
 - (2) If the Replacement Cost Coverage Option applies and the property is **not** repaired or replaced, or if the Replacement Cost Coverage Option does **not** apply, we will not pay more than the lesser of:
 - (a) The actual cash value of the building at the time of loss; or
 - (b) The Limit of Insurance shown in the Declarations as applicable to the covered building property.

5. Coverages B: Demolition Cost and C: Increased Cost of Construction (Combined)

If a Covered Cause of Loss occurs to covered building property, we will pay up to 25 percent (25%) of the Limit of Insurance applicable to building property at the premises described in the Declarations, subject to a maximum limit of \$150,000, for the total of all covered losses (combined) for Demolition Cost and Increased Cost of Construction. Subject to these limits of coverage, the following conditions will apply:

a. Demolition Cost

- (1) With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.
- (2) The Coinsurance Additional Condition does not apply to Demolition Cost.
- (3) We will not pay more than the amount you actually spend to demolish and clear the site of the premises described in the Declarations.

b. Increased Cost of Construction

- (1) With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:
 - (a) Repair or reconstruct damaged portions of that building property; and/or
 - (b) Reconstruct or remodel undamaged portions of that building property, whether or not demolition is required; when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.However:
 - (a) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
 - (b) We will not pay for increased cost of construction if the building is not repaired, reconstructed or remodeled. The Coinsurance Additional Condition does not apply to Increased Cost of Construction.
- (2) When covered building property is damaged or destroyed by a Covered Cause of Loss and Increased Cost of Construction applies to that property in accordance with **b.(1)** above, coverage for the Increased Cost of Construction also applies to repair or reconstruction of the following, subject to the same conditions stated in **b.(1)**:
 - (a) The cost of excavations, grading, backfilling and filling;
 - (b) Foundation of the building;
 - (c) Pilings; and
 - (d) Underground pipes, flues and drains.The items listed in **(2)(a)** through **(2)(d)** above are deleted from Property Not Covered, but only with respect to the coverage described in this provision **5.b**.
- (3) Loss Payment will be determined as follows:

- (a) We will not pay:
 - (i) Until the property is actually repaired or replaced, at the same or another premises; and
 - (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
- (b) If the building is repaired or replaced at the same premises, or you elect to rebuild at another premises, the most we will pay is the increased cost of construction at the same premises.

Q. Outdoor Signs

1. We will pay for direct physical loss of or damage to all Outdoor Signs at the premises described in the Declarations:
 - a. owned by you; or
 - b. owned by others but in your care, custody or control.
2. None of the exclusions in Section **B. Exclusions** of the **CAUSES OF LOSS – SPECIAL FORM** apply to Outdoor Signs provided under this coverage except:
 - a. **B.1.c. Governmental Action;**
 - b. **B.1.d. Nuclear Hazard;** and
 - c. **B.1.f. War and Military Action.**
3. We will not pay for loss or damage caused by or resulting from:
 - a. wear and tear;
 - b. hidden or latent defect;
 - c. rust;
 - d. corrosion; or
 - e. mechanical breakdown.

The most we will pay for loss of or damage in any one occurrence is \$10,000.

R. Recharging Of Fire Extinguishers

We will pay for expenses you incur for the recharging of Fire Extinguishers made necessary by the fighting of a fire at the premises described in the Declarations or adjacent to such property.

The most we will pay for any one occurrence is \$5,000.

S. Unauthorized Business Card Use

We will pay for the loss of "money" resulting from theft, forgery or unauthorized use of credit, debit or charge cards issued in the business name to you, your partners or officers, including:

1. Fund transfer cards;
2. Charge plates; and
3. Telephone cards.

The most we will pay under this Additional Coverage during each 12 month period of this policy (including any extension of less than one year), is \$5,000.

We will not pay for loss resulting from the use of any credit, debit or charge card if not customarily used in your business.

T. Forgery Or Alteration

1. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (a) Made or drawn by or drawn upon you; or
- (b) Made or drawn by one acting as your agent; or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

2. If you are sued for refusing to pay any instrument covered in Paragraph 1. above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense.
3. The most we will pay for any loss in any one "occurrence" including legal expenses is \$10,000.

U. Salespersons Samples

1. We will pay for loss of or damage to Covered Property from a Covered Cause of Loss to samples (including their containers) of your stock in trade that are:
 - (a) Owned by you; or

(b) The property of others for which you are legally liable.

But this coverage applies only while such property is:

(a) In the custody of your salespersons or authorized sales representatives;

(b) In your custody, if you are an individual, while you are acting as a salesperson; or

(c) In due course of transit to or from your premises and your salespersons or authorized sales representatives.

3. Additional Exclusion Applicable to Salespersons Samples

We will not pay for loss as specified below:

Theft from an unattended vehicle unless at the time of theft, its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry.

4. The most we will pay under this coverage is \$2,500 in any one occurrence.

Inland Marine Coverages

The following coverages are added under **4. Additional Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**. The Additional Condition, Coinsurance, does not apply to these coverages.

A. Installation Coverage

1. Coverage

a. We will pay for loss of or damage to the following property:

(1) Materials, supplies, equipment, machinery and fixtures owned by you or in your care, custody or control, and which are to be installed by you or at your direction; and

(2) Temporary structures built or assembled by you on site, including cribbing, scaffolding and construction forms.

This property is covered while:

(1) At any job site you do not own, lease or operate;

(2) Awaiting and during installation, or awaiting acceptance by the purchaser;

(3) At a "temporary storage location."

But property in transit is not covered except as provided under Property Extension – Property In Transit.

b. This Additional Coverage does not apply to:

(1) An existing building or structure to which an addition, alteration, improvement or repair is being made;

(2) Property stored at a permanent warehouse or storage yard that you own;

(3) A plan, blueprint, design or specification; and

(4) Machinery, tools, equipment, supplies or similar property that will not become a permanent part of the project. This includes contractors equipment and other tools belonging to a contractor or sub-contractor.

c. We will not pay for loss or damage caused by or resulting from any of the following:

(1) The cost to make good or replace faulty or defective materials or workmanship;

(2) Penalties for noncompletion or non-compliance with any contract terms or conditions;

(3) Testing including stand-up performance, stress, pressure, overload testing of the covered property;

(4) A fault, defect, deficiency, error or omission in a plan, blueprint, design or specification; or

(5) The weight of a load when it exceeds the designed capacity of any property covered under this Additional Coverage to lift, move or support the load from any position.

2. The following is added to **E.7. Valuation** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

f. As respects your materials, supplies, machinery, fixtures and equipment and similar property of others in your care, custody or control which will become a permanent part of your installation, fabrication or erection project, the value of covered property may be valued as follows:

(1) **Actual Cost to Repair, Replace or Rebuild.** The value of covered property will be based on the lesser of the following accounts:

(a) The actual cost to repair, replace or rebuild the covered property with materials of like kind and quality. The actual cost may include material, labor and reasonable overhead expenses; or

(b) The amount you actually spend to repair, replace or rebuild the covered property.

This valuation provision does not apply to Paragraphs (2) or (3) below.

(2) **Pair or Set.** The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.

(3) **Loss to Parts.** The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

3. Limit of Insurance

The most we will pay for loss or damage to property covered under this Additional Coverage is \$10,000 per occurrence.

This is the most we will pay regardless of:

- a. The number of job sites you do not own, lease or operate; or
- b. "Temporary storage locations."

4. With respect to this coverage, **Installation Coverage**, Section **D. Deductible** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced by the following:

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of \$500 up to the applicable limit of insurance.

5. Paragraph **e.** of **C.1. Limitations** of the **CAUSES OF LOSS – SPECIAL FORM** is replaced by the following:

e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.

But, this limitation does not apply to covered property in the custody of a carrier for hire.

6. The following are added to **F. Additional Conditions** of the **BUILDING AND PERSONAL COVERAGE FORM**:

3. Carriers for Hire

You may accept bills of lading or shipping receipts issued by carriers for hire that limit their liability to less than the actual cash value of the covered property.

4. Coverage provided under the Installation Coverage will end when one of the following first occurs:

- (1) This policy expires or is cancelled;
- (2) The property covered under this Additional Coverage is accepted by the purchaser;
- (3) Your interest in the property covered under this Additional Coverage ceases;
- (4) You abandon the project to be performed by you for the purchaser, with no intention to complete it;
- (5) 90 days after the project to be performed by you for the purchaser is completed, unless we specify a different date in writing.

B. Contractors Equipment Coverage

1. Your "Small Tools" and "Small Tools" Owned by Your Employees

We will pay for your "small tools" and "small tools" owned by your employees. The most we will pay is as follows:

Limit for Your "Small Tools": \$5,000. (maximum limit per item \$1,000)

Limit for "Small Tools" Owned by Your Employees: \$1,000. (maximum limit per item \$250)

Leased and Rented Equipment

We will pay for contractors' equipment that is leased or rented from others to you. Contractors' equipment means machinery, equipment, and tools of a mobile nature that you use in your contracting, installation, erection, or moving operations or projects. The most we will pay for property leased or rented from others is \$5,000.

a. Coverage applies only to covered property while:

- (1) At the described premises;
- (2) On a "client's" premises; or
- (3) In transit directly between the described premises and a "client's" premises and while in a motor vehicle owned, leased or operated by the named insured.

b. The coverage provided by this Additional Coverage applies only to loss caused by or resulting from the following causes of loss and only if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Aircraft;

- (5) Vandalism and malicious mischief; or
- (6) Theft.

c. The following is added to **A.2. Property Not Covered** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

r. Property while stored or operated underground in connection with any mining operations.

d. The following is added to Paragraph 2. of **B. Exclusions** of the **CAUSES OF LOSS - SPECIAL FORM**:

n. We will not pay for loss or damage caused by puncture, blowout and road damage to tires and tubes mounted on vehicles. However, we do pay for puncture, blowout or road damage caused by a specified peril.

o. We will not pay for loss caused by humidity, dampness, dryness or changes in or extremes of temperature.

p. We will not pay for loss caused by the weight of a load which, under the operating conditions at the time of a loss, exceeds the registered lifting capacity of any equipment or machine.

q. We will not pay for loss due to theft or mysterious disappearance from any vehicle or attached container. We will pay for loss due to burglary when there are signs of forcible entry to a locked vehicle or container.

e. **E.7. Valuation** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced by the following:

7. Valuation

We will determine the value of covered property in the event of loss or damage as follows:

a. At actual cash value at the time of the loss (with a deduction for depreciation) except as provided in Paragraphs b. and c. following.

b. **Pair or Set.** The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.

c. **Loss to Parts.** The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

2. Rental Reimbursement

In the event of loss by a covered peril to covered contractors' equipment that you own, we will reimburse you for your expense to rent similar equipment while your equipment is inoperable. The most we will reimburse you for rental reimbursement expenses is \$1,000. We will continue to reimburse you for the rental of equipment after the expiration date of this coverage provided the loss occurred before the expiration date.

We will not reimburse you:

a. If you can continue or resume your operations with similar equipment that is available to you at no additional expense to you; or

b. For the rental expense of any equipment unless you make every reasonable effort to repair, replace or rebuild the inoperable equipment after the covered loss occurs.

3. With respect to this Additional Coverage, **Contractors Equipment Coverage**, Section **D. Deductible** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced by the following:

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of \$500 up to the applicable limit of insurance.

We will not reimburse you for the rental of equipment until after 72 hours have passed since the covered property was rendered inoperable. After 72 hours have passed, we will only reimburse you for the rental expense that you actually incur.

The deductible of \$500 does not apply to rental reimbursement expenses.

General Liability Additional Coverages

The following Additional Coverages are added to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.

A. Blanket Additional Insured Coverage

1. **SECTION II – WHO IS AN INSURED** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended to include as an insured any person or organization (referred to as Additional Insured) whom you are required to add as an Additional Insured on this policy under:

a. A written contract or agreement; and

b. Where a certificate of insurance showing that person or organization as an additional insured has been issued; and

- c. When the written contract or agreement and certificate of insurance are currently in effect or becoming in effect during the term of the policy and executed prior to the "bodily injury," "property damage," or "personal and advertising injury."
2. The insurance provided to the Additional Insured is limited as follows:
 - a. The Additional Insured is only an additional insured for:
 - (1) "Bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by negligent acts or omissions of the Named Insured or anyone directly or indirectly employed by the Named Insured or for whose acts a Named Insured may be liable.
 - (2) Liability arising out of your ongoing operations for the Additional Insured by or for you. A person's or organization's status as an insured under this coverage ends when your operations for that insured are completed.
 - b. The Limits of Insurance applicable to the Additional Insured are those specified in the written contract or agreement but not more than the Limits of Insurance specified in the Declarations for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations for the Named Insured.
 3. In addition to the other exclusions applicable to **Section I, Coverages A., B. and C. of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, the insurance provided to the Additional Insured does not apply to:
 - a. "Property damage" to:
 - (1) Property owned, used, occupied by, loaned or rented to the Additional Insured;
 - (2) Property in the care, custody or control of the Additional Insured or over which the Additional Insured are for any purpose exercising physical control; or
 - (3) "Your work" performed for the Additional Insured.
 - b. "Bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services for you, for the Additional Insured or for others, including, but not limited to:
 - (1) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2) Supervisory, inspection or engineering services.
 - c. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
 4. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance**, is amended to add the following subparagraph:
 - d. **Additional Insured's Other Insurance As Excess Insurance**
 To the extent required by an "insured contract," this insurance is primary on behalf of the Additional Insured; and any other insurance maintained by the Additional Insured is excess and not contributory with this insurance. If the "insured contract" does not require this provision, then Paragraph a. above will apply.

B. Mobile Equipment Broadened Coverage

V.12.f.(1) of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by the following:

- (1) Equipment designed primarily for:
 - (a) Snow Removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning.

Except the above provisions do not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight which are not intended for use on a highway.

C. Aggregate Limit Per Project

The General Aggregate Limit under **SECTION III – LIMITS OF INSURANCE** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** applies separately to each of your projects away from premises owned by or rented to you.

D. Blanket Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The **Transfer Of Rights Of Recovery Against Others To Us** Condition (**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**) is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization to whom you by written contract or written agreement have waived your own right or recovery for loss caused by that person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or written agreement with that person or organization and included in the "products-completed operations hazard."

This provision does not apply unless the written contract or written agreement has been executed prior to the "occurrence" or offense giving rise to the "bodily injury" or "property damage."

E. Voluntary Property Damage Coverage

1. We will, at your request, pay but not defend any claim for "property damage" to the property of others otherwise excluded under **A.2.j.(4), (5) and (6)** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** provided that:
 - a. Such "property damage" takes place while such property is in your care, custody or control, or is property of others over which you, for any purpose, are exercising or have exercised physical control; and
 - b. Such "property damage" takes place away from any premises you own, rent or lease; and
 - c. Such "property damage" takes place within the "coverage territory" and during the policy term; and
 - d. Such "property damage" takes place only during your operations that are known to us, are scheduled on the policy and for which a premium has been charged.
2. The insurance under this additional coverage does not apply to "property damage" to property:
 - a. Held by you for servicing, repair, storage or sale at premises owned by, rented or leased to you;
 - b. While being transported by or caused by the ownership, maintenance, operation, use, "loading or unloading" of any "auto," watercraft or aircraft; or
 - c. Owned or occupied by or rented to you.

3. Deductible

This additional coverage will apply only to that amount of any loss in each "occurrence" that exceeds \$500.

The terms of the policy with respect to your duties in the event of "occurrence," claim or "suit" and the Company's right to investigate, negotiate and settle any claim or "suit" apply irrespective of the application of the deductible amount of \$500.

We may pay any part or all of the deductible amount of \$500 to effect settlement of any claim or "suit." Upon notification of the action taken, you must promptly reimburse us for such part of the deductible amount as has been paid by us.

4. Limits of Liability

The Limit of Liability for this additional coverage shall not exceed \$2,500 for each "occurrence" and is the limit of the Company's liability for all damages on account of each claim or "suit" covered herein. The annual aggregate Limit of Liability is \$2,500 and is, subject to the above provisions respecting each claim, the total limit of the Company's liability for all damages.

5. Settlement

In the event of loss covered by this additional coverage, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at actual cost to you, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become the property of the Company. Payment hereunder shall not constitute an admission of liability of you or, except as stated herein, of the Company.

Additional Conditions

A. Insurance Under Two Or More Coverages

The following is added to Paragraph **C. Insurance under Two or More Coverages** of the **COMMERCIAL PROPERTY CONDITIONS**:

If a Coverage Form is attached to this policy that provides a limit for any coverage provided by this endorsement; the limit shown in the **SCHEDULE** and the coverage provided by this endorsement are deleted and replaced by the limit and coverage provided by the Coverage Form.

B. Limits Of Insurance

Regardless of the number of buildings at a location covered by this endorsement, the most we will pay under this Coverage Enhancement endorsement in any one occurrence is the applicable Limits of Insurance shown in the **SCHEDULE** on page 1 of this endorsement.

C. Deductibles

The Deductible described in section **D.** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** applies to each of the Coverage Enhancements except as shown below:

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of \$500 up to the applicable Limit of Insurance for the following enhancements:

1. Personal Effects and Property of Others
2. Valuable Papers and Records (Other than Electronic Data)
3. Property Off-Premises (Including Laptops and Other Electronic Equipment)
4. Outdoor Property (Named Perils)
5. Accounts Receivable
6. Property in Transit (Including Laptops and Other Electronic Equipment)
7. Fine Arts
8. Electronic Data
9. Water Back-Up and Sump Overflow
10. Employee Theft
11. Money and Securities
12. Forgery or Alteration

No deductible provisions apply to the following enhancements:

1. Fire Department Service Charge
2. Arson Reward
3. Claims Expenses
4. Inventory or Appraisal Cost
5. Recharging of Fire Extinguishers
6. Rental Reimbursement

D. Additional Definitions

The following **Additional Definitions** apply to this endorsement only:

1. **"Banking Premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. **"Business Income"** means the:
 - a. Net income (Net Profit or Loss before income taxes) that would have been earned had no loss occurred; and
 - b. Continuing normal operating expenses incurred, including payroll.
For manufacturing risks, Net Income includes the net sales value of production.
3. **"Client"** as used in **Employee Theft** Coverage means any entity for whom you perform services under a written agreement.
4. **"Client"** as used in **Contractors Equipment** Coverage means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
5. **"Employee"** as used in **Employee Theft** and **Money And Securities** Coverages means:
 - a. **"Employee"** means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you;
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent **"employee"** as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term work load conditions;
while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the **"premises"**;

- (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (2) above;
 - (4) Any natural person who is your director or trustee while that person is handling "**money**" or "**securities.**"
 - (5) Any natural person who is a former "**employee,**" director, partner, member (an owner of a limited liability company represented by its membership interest, who also may serve as a manager), manager (a person serving in a directorial capacity for a limited liability company), representative or trustee retained as a consultant while performing services for you; or
 - (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of "**money**" or "**securities**" outside the "**premises.**"
- b. "**Employee**" does not mean:
- (1) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (2) Any manager (a person serving in a directorial capacity for a limited liability company), director or trustee except while performing acts coming within the scope of the usual duties of an "**employee.**"
6. "**Extra Expense**" means necessary expenses you incur during the "**period of restoration**" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss. Coverage pertains to expenses (other than the expense to repair or replace property) which are incurred to
- a. Avoid or minimize the "**suspension**" of business and to continue "**operations**" at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
 - b. Minimize the "**suspension**" of business if you cannot continue "**operations.**"
7. "**Fine Arts**" means paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass, bric-a-brac, and similar property of rarity, historical value or artistic merit.
8. "**Finished Stock**" means stock you have manufactured. Finished stock also includes whiskey and alcoholic products being aged.
9. "**Forgery**" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
10. "**Loss**" as used in the **Accounts Receivable** Extension means accidental loss or damage.
11. "**Manager**" as used in **Employee Theft** Coverage means a person serving in a directorial capacity for a limited liability company.
12. "**Messenger**" means you, any of your partners or any employee while having care and custody of the property outside the "**premises.**"
13. "**Money**" means:
- a. Currency, coins and bank notes whether or not in current use; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
14. "**Occurrence**" as used in the **Money And Securities** Coverage means an act or series of related acts involving one or more persons; or an act or event, or a series of related acts or events not involving any person.
15. "**Occurrence**" as used in the **Forgery Or Alteration** Coverage means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.
16. "**Operations**" as used in the **Business Income Including Extra Expense** and **Business Income From Dependent Properties** Coverages "**Extra Expense**" Definition means your business activities occurring at the address shown in the Declaration that you occupy for your business.
17. "**Period of Restoration**" means the period of time that:
- a. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - b. Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.
- "**Period of Restoration**" does not include any increased period required due to the enforcement of any ordinance of law that:
- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or

(2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "**pollutants.**"

18. "**Pollutants**" as used in the **Business Income From Dependent Properties** Coverage and the "**Period of Restoration**" Definition means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "**Premises**" as used in the **Money And Securities** Coverage and "**Employee**" and "**Messenger**" Definitions means the interior of that portion of any building you occupy in conducting your business.
20. "**Premises**" as used in the **Accounts Receivable** Extension means that interior of the building at the address shown in the Declarations that you occupy for your business.
21. "**Rental Value**" means the:
 - a. Total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, and
 - b. Amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be your obligations, and
 - c. Fair rental value of any portion of the described premises which is occupied by you.
22. "**Securities**" means negotiable and non-negotiable instruments or contracts representing either "**money**" or other property and include:
 - a. Tokens, tickets, revenue and other stamps whether or not in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which are not of your own issue but does not include "**money.**"
23. "**Small Tools**" means any tool which can be moved easily by one person without mechanical assistance and/or can be hand held for the purpose of doing labor.
24. "**Suspension**" means the slowdown or cessation of your business activities.
25. "**Temporary Storage Location**" means a location where property that is to become a permanent part of a completed project is stored while waiting to be delivered to the job site:
 - a. That you do not own, lease or operate; and
 - b. Where work is in progress, or will begin in 30 days.
26. "**Theft**" as used in the **Employee Theft** and **Money And Securities** Coverages means the unlawful taking of "**money**" or "**securities**" to the deprivation of the insured.

All Other Conditions of this Policy apply.

B.O.C.C. Regular

5. b.

Meeting Date: 10/28/2025

Title: Spichtig Grading Contract

Submitted For: Logan Mclsaac

Submitted By: Logan Mclsaac

TOPIC:

Agreement with Jim Rooney Excavating for Grading for Spichtig Sub, RSID 676

BACKGROUND:

Regular maintenance grading for the referenced subdivision

RECOMMENDED ACTION:

File contract

Attachments

Signed Contract

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

This agreement is dated as of the 23 day of October 2025, by and between Yellowstone County, Montana (hereinafter called Owner), and Jim Rooney Excavating, Shepherd, Montana (hereinafter called Contractor).

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

1. **Scope of Work**

Contractor shall provide all labor and equipment necessary for surface grading as part of regular roadway maintenance, located in the Spichtig Subdivision, RSID 676M. The roadways included are Edmunds Drive, Sauter Place, and Delores Court, with a total road length of approximately 1,300 linear feet.

2. **Contract Times**

This contract will be in effect until the complete scope is complete and approved by the County and Subdivision Ad-Hoc Representative. Should any work, outside the Scope of Work need to be performed, both parties must agree in writing.

3. **Contract Price**

The Owner shall pay the Contractor one-thousand, two-hundred dollars and no cents (\$1,200.00) according to the price outlined in the emailed quote sent by the Contractor. The contractor shall submit invoices to the Yellowstone County Public Works Department once the work is complete.

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 the 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 Contractor's Bid Proposal by Jim Rooney
- 5.3 Contractor's current 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 The Contractor agrees to defend, indemnify and hold harmless the Owner against claims for injuries to person or damages to property occurred from or in connection with the Contractor's performance under the Agreement. The indemnification and defense obligations under this paragraph of the Agreement shall not be limited by any assertion or finding that Yellowstone County is liable for any damages by reason of a non-delegable duty.
- 6.3 The Contractor agrees to perform the labor and terms of this contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute the Contractor or any of his (or her, or its) agents or employees as the agent, employee or representative of Yellowstone County for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal withholding taxes.
- 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 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.
- 6.7 In the event of litigation, the prevailing party shall be entitled to reimbursement of Court costs and reasonable Attorney fees by the non-prevailing party.
- 6.8 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 subcontractors 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 qualifications 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 persons performing under the contract.
- 7.0 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 Termination


This Agreement shall terminate in its entirety in accordance with the terms found in paragraph 2. However, either party may terminate this contract on thirty (30) calendar days written notice, or if prior to such action, the other party materially breaches any of its representations or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including attorneys' fees and costs of enforcing this 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 October 13, 2025.

OWNER:

Yellowstone County
Billings, Montana 59101



Monica Plecker
Public Works Director

CONTRACTOR:

Jim Rooney Excavating, Inc.
Shepherd, MT 59079



Jim Rooney
Owner

B.O.C.C. Regular

5. c.

Meeting Date: 10/28/2025

Title: Eagle Bend Grading Contract

Submitted For: Logan Mclsaac

Submitted By: Logan Mclsaac

TOPIC:

Agreement with Jim Rooney Excavating for Grading for Eagle Bend of the Yellowstone, RSID 688

BACKGROUND:

Regular maintenance for grading of the referenced subdivision

RECOMMENDED ACTION:

File contract

Attachments

Signed Contract

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

This agreement is dated as of the 23 day of October 2025, by and between Yellowstone County, Montana (hereinafter called Owner), and Jim Rooney Excavating, Shepherd, Montana (hereinafter called Contractor).

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

1. Scope of Work

Contractor shall provide all labor and equipment necessary for surface grading as part of regular roadway maintenance, located in the Eagle Bend of the Yellowstone Subdivision, RSID 688M. A project has recently been completed to add gravel to portions of the subdivision roads so the grading required of this contract would be for the roadways not covered by that project. Eagle Bend of the Yellowstone is located east of Shepherd, MT off of Church Road.

2. Contract Times

This contract will be in effect until the complete scope is complete and approved by the County and Subdivision Ad-Hoc Representative. Should any work, outside the Scope of Work need to be performed, both parties must agree in writing.

3. Contract Price

The Owner shall pay the Contractor two-thousand dollars and no cents (\$2,000.00) according to the price outlined in the provided quote sent by the Contractor. The contractor shall submit invoices to the Yellowstone County Public Works Department once the work is complete.

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 the 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 Contractor's Bid Proposal by Jim Rooney
- 5.3 Contractor's current 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 The Contractor agrees to defend, indemnify and hold harmless the Owner against claims for injuries to person or damages to property occurred from or in connection with the Contractor's performance under the Agreement. The indemnification and defense obligations under this paragraph of the Agreement shall not be limited by any assertion or finding that Yellowstone County is liable for any damages by reason of a non-delegable duty.
- 6.3 The Contractor agrees to perform the labor and terms of this contract as an independent contractor and nothing herein contained shall be construed

to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute the Contractor or any of his (or her, or its) agents or employees as the agent, employee or representative of Yellowstone County for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal withholding taxes.

- 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 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.
- 6.7 In the event of litigation, the prevailing party shall be entitled to reimbursement of Court costs and reasonable Attorney fees by the non-prevailing party.
- 6.8 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 subcontractors 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 qualifications 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 persons performing under the contract.
- 7.0 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 Termination

This Agreement shall terminate in its entirety in accordance with the terms found in paragraph 2. However, either party may terminate this contract on thirty (30) calendar days written notice, or if prior to such action, the other party materially breaches any of its representations or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including attorneys' fees and costs of enforcing this 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.

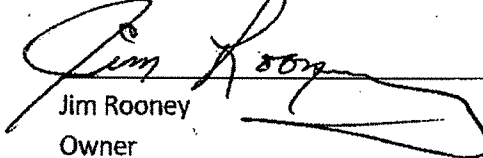
This Agreement will be effective October 23, 2025.

OWNER:
Yellowstone County
Billings, Montana 59101



Monica Plecker
Public Works Director

CONTRACTOR:
Jim Rooney Excavating, Inc.
Shepherd, MT 59079



Jim Rooney
Owner

B.O.C.C. Regular

5. d.

Meeting Date: 10/28/2025

Title: Brookwood Mowing Contract

Submitted For: Logan Mclsaac

Submitted By: Logan Mclsaac

TOPIC:

Agreement with Swoboda Services for the Brookwood Subdivision RSID Mowing Contract

BACKGROUND:

Signed contract for mowing in Brookwood Subdivision parks, RSID #769

RECOMMENDED ACTION:

File contract

Attachments

Signed mowing contract

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

This agreement is dated as of the day of October 23, 2025, by and between Yellowstone County, Montana (hereinafter called Owner), and Swoboda Services, Billings, Montana (hereinafter called Contractor). Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1. Scope of Work

Contractor shall provide all labor and equipment necessary for the requested work related to the roadway maintenance, located in the Brookwood Subdivision, RSID 769M, as outlined in the attached estimate and described work Exhibit "A". Brookwood is located northeast of Laurel, southwest of the intersection of Laurel Airport Road and Seitz-Ronan Road.

2. Contract Times

This contract will be in effect for County Fiscal Year 2026 (July 1 through June 30). Should any work, outside the Scope of Work need to be performed, the Ad-Hoc Representative will direct Mr. Swoboda and be billed at \$80.00 per hour.

3. Contract Price

The Owner shall pay the Contractor in accordance to their billing schedule provided in the attached Estimate. For any work not listed in their standard rates, the time spent shall be billed at \$80.00 per hour unless a different agreement is made and approved by either the Ad-Hoc Board or a representative of Public Works. Refer to the Bid Proposal for a full list of proposed services and pricing. The contractor shall submit invoices to the Yellowstone County Public Works Department through monthly invoices.

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 the 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 Contractor's Estimate for regular services by Peter Swoboda Exhibit "A"

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 The Contractor agrees to defend, indemnify and hold harmless the Owner against claims for injuries to person or damages to property occurred from or in connection with the Contractor's performance under the Agreement. The indemnification and defense obligations under this paragraph of the Agreement shall not be limited by any assertion or finding that Yellowstone County is liable for any damages by reason of a non-delegable duty.

6.3 The Contractor agrees to perform the labor and terms of this contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute the Contractor or any of his (or her, or its) agents or employees as the agent, employee or representative of Yellowstone County for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal withholding taxes.

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 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.
- 6.7 In the event of litigation, the prevailing party shall be entitled to reimbursement of Court costs and reasonable Attorney fees by the non-prevailing party.
- 6.8 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 subcontractors 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 qualifications 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 persons performing under the contract.
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- This Agreement shall terminate in its entirety in accordance with the terms found in paragraph 2. However, either party may terminate this contract on thirty (30) calendar days written notice, or if prior to such action, the other party materially breaches any of its representations or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including attorneys' fees and costs of enforcing this 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 October 23, 2025.

OWNER:

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



Monica Plecker
Public Works Director

CONTRACTOR:

Swoboda Services
4432 Clevenger Avenue
Billings, MT 59101



Peter Swoboda
Owner

