

## COMMISSIONER MEETINGS

All meetings take place in the Commissioners Conference Room (308)  
located in the Ostlund Building @ 2825 3rd Ave N (3rd Floor)  
and are open to the public unless otherwise noted

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THURSDAY - FEBRUARY 26, 2026

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8:45 Calendar

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9:00 COMMISSIONERS DISCUSSION

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PLEDGE

### DEPARTMENTS

1. **Public Works** - Independent School Letter of Support Request
2. **MetraPark** - AMR Services Agreement
3. **Finance** - MetraPark Rock Cliff Stabilization RFP
4. **Jessica Kay Ogdin** - YAM Roofing Project Update

### COMMISSIONERS

1. Commissioner Board Reports

### 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 Thursday Discussion

1.

Meeting Date: 02/26/2026

Title: Independence School Letter of Support

Submitted For: Monica Plecker, Public Works Director

Submitted By: Monica Plecker, Public Works Director

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TOPIC:

**Public Works** - Independent School Letter of Support Request

BACKGROUND:

Independent School is seeking funds from Phillips66 to construct a pedestrian bridge in Independence Park. The need for the bridge is necessitated by the pipeline's proximity to the school, and requires a secondary access to serve as an evacuation route to get students to a safe location. The school is seeking the funds. No county funds are being requested. If the BOCC indicates support for the letter, staff will provide a letter on the consent agenda on March 3.

RECOMMENDED ACTION:

Discuss.

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B.O.C.C Thursday Discussion

2.

Meeting Date: 02/26/2026

Title: MetraPark - AMR Services Agreement

Submitted By: Erika Guy

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TOPIC:

**MetraPark** - AMR Services Agreement

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Discuss

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Attachments

AMR Agreement

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## Medical Standby Services Agreement

This Medical Standby Services Agreement is made and entered into as of the date ("**Effective Date**") shown on the signature page by and between the American Medical Response company ("**AMR**") and the customer (the "**Customer**") set out on the signature page of this Agreement. AMR and Customer are sometimes collectively referred to hereafter as the "**Parties**" and individually a "**Party**".

### Preliminary Statement

- A. AMR is in the business of providing medical standby and medical transportation services;
- B. Customer has conducted an analysis of its medical standby and medical transportation needs and has determined that such needs will be best met through a medical standby agreement with AMR.

### Agreement

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties incorporate the above recitals and agree as follows:

1. **Scope of Services.** AMR shall be the sole provider of the first aid, basic and advanced life support services, ambulance or related services (the "**Services**") with a staff of medical professionals consisting of the mutually-agreed upon deployment (collectively, "**Staff**") for the Venue (defined below) as set forth in Exhibit A. The Staff shall provide first aid, emergency care and, when necessary and set forth in Exhibit A, medical transportation or related services, within the scope of their licensure. AMR shall have no obligation to provide or arrange for the delivery of medical care at the Venue in excess of such scope of practice of any Staff set forth in Exhibit A.
2. **Location and Dates of Service.** The location(s) and date(s) of Services to be provided and name of the event/facility (collectively, "**Venue**") shall be set forth on Exhibit A.
3. **Term and Termination.**
  - 3.1. The initial term of this Agreement shall commence on the Commencement Date set out in Exhibit "A" hereof and end on the Expiration Date. The initial term and all renewal periods that the parties may agree to shall be cumulatively referred to as the "**Term**".
  - 3.2. Subject to the penalties set forth in Exhibit A, if applicable, either party may terminate this Agreement at any time, without cause and at its sole discretion, upon thirty (30) days written notice to the other party. In addition to the foregoing: (i) AMR may terminate this Agreement upon a default by the Customer in the payment of monies due and owing to AMR if such breach is not cured within ten (10) days of notice thereof to the Customer; (ii) the Customer may terminate this Agreement upon the failure of AMR to perform the Services in accordance with the terms of this Agreement, if such failure is not cured within five (5) days of notice thereof to AMR; and (iii) the Customer may terminate this Agreement immediately upon notice to AMR following AMR loss or suspension of licensure necessary for the provision of the Services.
4. **Service Terms.**
  - 4.1. The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to the event management and medical services industry.

- 4.2. Except for those items, if any, expressly required to be furnished by Customer (as described in Exhibit A), AMR shall furnish or provide all of the materials (including equipment and supplies, inventory, uniforms, and any other equipment) and all other items necessary to perform the Services and to carry out and perform all of AMR's obligations pursuant to this Agreement (the "**Materials**").
- 4.3. AMR shall (i) create a record of each and every person evaluated and/or treated, including information on all on-site activity associated with the patient's injury or illness, evaluation, treatment and/or referral; (ii) maintain patient confidentiality (unless such confidentiality is waived by the patient in writing); (iii) provide copies of activity reports appropriately redacted to Customer's designated representative only in compliance all applicable laws and regulations; and (iv) maintain archival copies of service and medical records in accordance with law.
- 4.4. AMR may subcontract any or all obligations under this Agreement related to the performance of the Services, provided that such subcontractors agree to the material terms of this Agreement.
- 4.5. Any additional terms related to the Services shall be set forth in Exhibit A.
5. **Payment.** The Customer will pay AMR the amounts set out in Exhibit "A" for Services set forth therein. Payment shall be due within thirty (30) days of receipt of invoice by Customer. Any payments not timely made shall accrue interest at the rate of twelve percent (12%) per annum. In addition, AMR, to the extent applicable, shall be solely entitled to bill any ill or injured patrons, employees, event performers or other patients (collectively, "Patients") requiring medical transportation, and any responsible third-party payor, including workers' compensation carriers, for medical transport that may result from the Services. AMR agrees that the rates to be billed to Patients or third-party payors shall comply with applicable laws. AMR shall be solely entitled to all collections resulting from such billing.
6. **Intellectual Property.** Each Party is, and shall remain, the owner of all rights it has in all creative and copyrightable material created by it, trademarks, service marks and other intellectual property as they may exist or may hereafter be modified by such Party (each Party's "**Marks**"). Each Party acknowledges that it may use the other Party's Marks in connection with the Venue and Services to be provided hereunder. The use of the other Party's Marks inures to the benefit of the Party owning such Marks, including any goodwill, and that neither Party will acquire any ownership in the other Party's Marks as a result of this Agreement. Neither Party shall use the other Party's Marks or allow any other Party to use the other's Marks in any manner not specifically granted in connection with this Agreement. All materials using a Party's Marks must be pre-approved by the Party owning such Marks. AMR may use Customer's mark on their website as part of an active client list.
7. **Relationship.** In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. AMR and Customer administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.
8. **Indemnification.** Each party will indemnify and hold the other party harmless from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance of this Agreement.
9. **Insurance.** AMR represents that it has and will maintain comprehensive automobile insurance,

comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the emergency medical services industry and workers' compensation insurance in the statutory required amounts.

- 10. Force Majeure.** AMR shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute, terrorism, acts of violence or other circumstances not reasonably within its control. For the avoidance of doubt, the Services to be provided by AMR are for personnel, guest and invitees of the Venue in rendering ordinary course first aid and related services. AMR will not be required to provide Services in situations reasonably deemed to be unsafe, following accepted emergency response standards, including, but not limited to, scenes of uncontrolled violence, hazardous materials exposures, structural collapse and uncontrolled fires. In the event that an emergency response situation is deemed to be unsafe, Supplier's on-site Staff will immediately notify Customer's Representative, to the extent feasible, of its assessment and recommendations and will contact local emergency services provider(s), as necessary.
- 11. Notices.** Any notice provided pursuant to this Agreement shall be in writing and shall be deemed given (1) if by hand delivery, upon receipt thereof, (2) if mailed within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested, (3) if by overnight or similar third-party courier service, then upon delivery thereof as confirmed by such service, (4) if by e-mail transmission, upon written confirmation by the intended recipient. All notices shall be sent to the addresses set forth on the signature page hereto or such other address as a party may in the future specify in writing to the other party.
- 12. Confidentiality.** All information with respect to the operations and business of a party (including the rates charged hereunder) and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law or regulation.
- 13. Laws and Regulatory.** The parties: (a) will comply in all material respects with all applicable federal, state and local laws and regulations including but not limited to, the federal Anti-kickback statute; (b) represent and warrant that it is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement and any remuneration set forth in this Agreement is fair market value and negotiated at arm-length; (c) will comply with the provisions under the Health Insurance Portability and Accountability Act of 1996 and its regulations; (d) acknowledge that if it is a cost reporting entity that it has been informed of, and will fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid pursuant to this Agreement in a way that complies with all applicable federal, state and local laws and regulations that establish a "Safe Harbor" for discounts; (e) represent and warrant that neither it nor any practitioner who orders or provides services on its behalf has been convicted of any conduct that constitutes grounds for mandatory exclusion under any federal or state law and each party further represents and warrants that it is not ineligible to participate in federal or state health care programs or in any other federal or state government payment program; (f) will make available to the other a copy of its code of conduct, anti-kickback policies and other compliance policies, as may be changed from time-to-time; (g) represents and warrants that neither it nor any of its officers or directors have been convicted of a crime against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; commission of embezzlement, theft, forgery, bribery, falsification or destruction of

records, making false statements, tax evasion, or receiving stolen property; (h) represent and warrant that it and its personnel are and, shall at all times during the term of this Agreement be, properly credentialed, licensed, certified and in good standing in accordance with all applicable federal, state, and local laws and regulations; and (i) will notify the other party immediately but no less than five (5) days of any actual knowledge contrary to the requirements set forth in this section.

**14. Miscellaneous.** This Agreement: (a) constitutes the entire agreement between the parties with respect to the subject matter, superseding all prior oral or written agreements with respect to the subject matter; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party (except to affiliates, parents or subsidiaries), such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the services are rendered, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts (including by DocuSign or other electronic means), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; (g) this Agreement shall not be effective until executed by both Parties; (h) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; and (i) except as otherwise provided herein, no waiver of any of the provisions of this Agreement shall be valid or effective unless in writing and signed by the Parties hereto; and no waiver of any breach or condition of this Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. The Parties represent and warrant that they have not relied upon any prior or contemporaneous writings, negotiations, proposals, agreements, communications, discussions or representations. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING BETWEEN THE PARTIES AND ARISING UNDER THIS AGREEMENT.

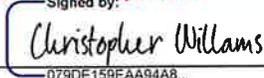
<<Signature Page Follows>>

By signing below, each party acknowledges that the undersigned has carefully read and fully understands this Agreement, and each Party agrees to be bound by the terms of this Agreement.

**MetraPark**

By: \_\_\_\_\_  
Name: Mark Morse  
Title: Yellowstone County Commissioner  
Address: 308 6<sup>th</sup> Ave N Billings MT 59101  
  
E-mail: mmorse@yellowstonecountymt.gov  
Date: \_\_\_\_\_

**American Medical Response Ambulance Service, Inc**

Signed by:  
  
By: \_\_\_\_\_  
Name: Christopher Williams  
Title: Regional Director  
Address: 1701 Montana Ave. Billings, MT 59101  
E-mail: christopher.williams@gmr.net  
Date: 2/13/2026  
\_\_\_\_\_

With Notices to:

Stoney Field [sfield@metrapark.com](mailto:sfield@metrapark.com)

Global Medical Response  
c/o Law Department  
4400 TX Hwy 121, Suite 700  
Lewisville, TX 75056

**EXHIBIT A**

**SERVICES AND RELATED TERMS**

<p><b>Scope of Services and Staff to be provided:</b></p> <p><i>(check all that that are applicable and complete terms, if applicable)</i></p>	<p><input checked="" type="checkbox"/> <b>_X_ Advanced Life Support” or “ALS” ambulance and crew(s)</b></p> <p><input checked="" type="checkbox"/> <b>_X_ Basic Life Support Service” or “BLS” ambulance and crew(s)</b></p> <p><input checked="" type="checkbox"/> <b>_X_ Paramedic(s)</b></p> <p><input checked="" type="checkbox"/> <b>_X_ EMT(s)</b></p>
<p><b>Location(s):</b></p>	<p>MetraPark</p>
<p><b>Dates(s) of Services:</b></p>	<p>TBA</p>
<p><b>Commencement Date:</b></p>	<p>2/1/2026</p>
<p><b>Expiration Date:</b></p>	<p>1/31/2029</p>
<p><b>Rates:</b></p>	<p>\$105.00 per hour for Advanced Life Support” or “ALS” ambulance and crew(s)</p> <p>\$75.00 per hour for Basic Life Support Service” or “BLS” ambulance and crew(s)</p> <p>52.50 per hour for Paramedic(s)</p> <p>37.50 per hour for EMT(s)</p> <p>Medical Supplies to be reimbursed at retail cost. Supplies, equipment and travel expenses will be billed at a pass-through rate, with receipts as proof.</p>
<p><b>Payment Terms:</b></p>	<p>Due upon receipt</p>
<p><b>Name of event(s) (if applicable):</b></p>	<p></p>
<p><b>Items to be furnished by Customer (if any)</b></p>	<p>[access to Staff]</p> <p>[parking]</p> <p>[facility]</p>
<p><b>Other terms (if any):</b></p>	<p>Rates will be evaluated by AMR annually. If changes to the rates are needed, the customer will be given a 30 day notice prior to rate adjustment.</p>

B.O.C.C Thursday Discussion

3.

Meeting Date: 02/26/2026

Title: MetraPark Rock Cliff Stabilization RFP

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

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TOPIC:

**Finance** - MetraPark Rock Cliff Stabilization RFP

BACKGROUND:

Discuss publishing an RFP for the Rock Cliff Stabilization project at MetraPark.

RECOMMENDED ACTION:

Discuss

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Attachments

Proposed RFP for Metra Park E Rock Stabilization

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**REQUEST FOR PROPOSALS:  
MetraPark Arena East Rock Face  
Stabilization**



**Yellowstone County, MT**

## **I. INTRODUCTION**

Yellowstone County is seeking qualified Rock Stabilization contractors for the **MetraPark Arena East Rock Face Stabilization Project** in Yellowstone County, MT.

Yellowstone County, the Owner for this project, intends to enter into an Agreement with the selected contractor that will include Design and Construction Services, with acceptance of a final total cost of the work proposal. All contractors that respond to this RFP will include all the information requested and a proposal for design and construction services. Contract documents will use applicable contracting documents. AIA Document A141 for a Design Build Agreement is proposed for use in contracting with the selected design-build contractor. Yellowstone County will select based on the RFP responses and scoring outlined herein.

The contractor will be selected from the proposals submitted in response to this Request for Proposals (RFP) document along with discussions with former and present clients. When selected, the Contractor will function as part of a team composed of Yellowstone County, MetraPark and others as determined by the Owner.

This RFP shall not commit the Owner to enter into any agreement, to pay any expenses incurred in preparation of any response to this request, or to procure or contract for any supplies, goods or services. The Owner reserves the right to accept or reject any and all responses received because of this RFP if it is in their best interest to do so.

This procurement is governed by the laws of the State of Montana and venue for all legal proceedings shall be the Thirteenth Judicial District, City of Billings, Yellowstone County. By offering to perform services under this Procurement, all Proposers agree to be bound by the laws of the State of Montana, and including, but not limited to, applicable wage rates, payments, gross receipts taxes, building codes, equal opportunity employment practices, safety, etc.

*The State of Montana makes reasonable accommodations for any known disability that may interfere with an applicant's ability to compete in the bidding and/or selection process. In order for the state to make such accommodation, applicants must make known any accommodation needed to the individual project managers or agency contacts listed in the contract documents. Persons using TDD may call the Montana Relay Service at 1-800-253-4091.*

## **II. PROJECT BACKGROUND AND DESCRIPTION**

### **Introduction**

The MetraPark Arena East Rock Face Project is located northeast of the MetraPark Arena and involves the stabilization of the existing fractured rock slope to protect adjacent infrastructure, public access areas, and facilities. This project must be completed by June 1, 2026 for full, beneficial use by MetraPark. We are expecting the Contractor to immediately be involved in meetings to discuss project costs, value engineering, schedule, lead time concerns, etc. following selection of a Contractor through this RFP process.

**Project Location and Timeline**

The project is located at 308 6<sup>th</sup> Ave N in Yellowstone County, MT.

The following is the intended timeline for the project:

<b>Advertising Dates</b>	<b>March 6, 2026 and February 13, 20 &amp; 27, 2026 in Yellowstone County News</b>
<b>Non- mandatory Virtual Pre-Proposal:</b>	<b>February 9, 2026 at 10am- contact Matt Kessler via email for meeting invite-mkessler@yellowstonecountymt.gov</b>
<b>Proposal Due:</b>	<b>On March 9, 2026 by 5:00pm at Yellowstone County Commissioners Office, 2825 3rd Ave N, Room 419, Billings, MT 59101. Proposals will be opened and acknowledged on March 10, 2026, at the Commissioner's regular meeting.</b>
<b>Award Schedule:</b>	<b>Review and Recommendation to County Commissioners Planned to be completed within 1 week of receipt of proposals and 2 weeks anticipated for contracting with selected contractor.</b>
<b>Construction Schedule:</b>	<b>Estimated award of March 31,2026. Substantial completion by June 19,2026 and final completion with in 2 weeks of punch list.</b>

**III.CONSTRUCTION COMPLETION**

The design and construction of the proposed rock face stabilization shall adhere to all applicable codes, standards, safety and best practices for rockfall mitigation. The purpose of this project is to provide a long-term, low-maintenance stabilization system that eliminates rockfall risk to the public and infrastructure surrounding the MetraPark Arena. The design shall prioritize public safety, durability, and constructability while maintaining a visually compatible appearance with the surrounding environment. A performance-based approach shall be used to allow contractor flexibility in means and methods, provided that all minimum design and performance requirements outlined below are satisfied or exceeded.

- Prequalification’s:
  - See appendix C section 00911
- Design Intent and Objectives
  - Provide permanent stabilization of the fractured rock slope behind the MetraPark Arena to prevent rockfall hazards.
  - Implement a performance-based stabilization system capable of preventing block detachment or restricting block detachment to fall adjacent to face.
  - Maintain access for inspection, maintenance, and future repair without requiring full removal of the system
  - Use proven materials and methods that ensure a minimum design life of 20 years under Montana environmental exposure conditions.

- Design Parameters

Parameter	Design Requirements
Design Life	Minimum of 20 years of functional service life with routine inspections and maintenance.
Slope Geometry	Rock face inclined 45°-70° maximum height approximately 35-40 ft
Rock Type	See attached plan sheets
Environmental Exposure	Subject to freeze- thaw cycles, precipitation, UV radiation and surface runoff
Structural Loading	Per applicable code

- Stabilization and Containment Systems

- A. Rock Scaling and Surface Preparation

- Contractor shall remove loose and unstable rock prior to installation of permanent systems unless impractical.
    - All vegetation and debris shall be cleared within work limits prior to installation.
    - Contractor to repair damage to supported sidewalk system beneath rock face, if damaged by equipment or rock during the course of the work. All sidewalk beneath rock face project area is supported sidewalk.

- B. Mesh Netting System

- Double-twisted steel wire mesh or high-tensile steel ring netting.
    - Wire tensile strength  $\geq 1770$  MPa.
    - Mesh opening size: 3"  $\times$  3" to 4"  $\times$  4" (typical for draped or pinned systems).
    - Minimum corrosion protection: hot-dip galvanized with PVC or Zn-Al coating per ASTM A975 and A641.

- C. Mesh Installation

- Mesh shall be anchored at top, sides, and toe of slope using boundary cables or tensioned anchors.
    - Overlaps shall be lapped  $\geq 12$ " and secured with hog rings or wire ties.
    - All mesh shall maintain continuous contact with the slope surface or conform to design drape profiles.

- D. Anchoring and Support System

- Anchor Type
      - Grouted rock bolts, self-drilling anchors, or mechanical expansion anchors as appropriate for subsurface conditions.
      - Minimum diameter: 1.0–1.25 inches (25–32 mm).
      - Minimum embedment: 6 ft into competent rock or as determined by design.

#### E. Optimal System Components

- Spot Bolting: For local block stabilization where mesh cannot provide full contact.

#### F. Edge and Termination Treatments

- Top-of-slope anchor ropes or plates shall be designed to resist full system load.
- Bottom and lateral terminations to prevent rock migration or mesh displacement.

#### • Data Collection and Documentation

- Topographic Mapping: Limited survey mapping prepared and included with attached plan sheet showing size of project area and associated elevations. If additional data is necessary for design, it is Contractor's responsibility.
- Geotechnical Evaluation: No data prepared for inclusion in bidding. Contractor is to notify owner prior to bid if this data must be obtained for purposes of bid.
- Design Submittals:
  - Scaled design drawings showing mesh layout, anchor pattern, and system details.
  - Structural calculations for anchors, cables, and mesh.
  - Material certifications and testing reports.
  - Installation procedures and quality assurance plan.

#### • Performance and Quality Control

- Inspection & Testing:
  - Owner or others at their direction to inspect key milestones including scaling completion, anchor installation, and mesh tensioning.
  - Anchor load testing and visual acceptance of mesh installation are mandatory before acceptance.
- Acceptance Criteria:
  - Mesh fully tensioned, securely fastened, and visually uniform.
  - No visible gaps between mesh and rock surface.
  - Documentation of testing and installation signed by PE completed by Contractor.

#### • Maintenance and Access

- Design shall accommodate inspection and maintenance access by rope or manlift.
- Contractor shall prepare a Post-Construction Maintenance Plan including recommended inspection frequency (e.g., annual visual inspection and after major storm events).
- The maintenance plan shall describe replacement methods for mesh panels and re-tensioning of anchors if required.

#### • Environmental and Aesthetic Considerations

- Contractor shall minimize vegetation removal and disturbance to adjacent public areas.
- Erosion and sediment control to comply with Yellowstone County and Montana DEQ requirements.

- Deliverables
  - Stamped design drawings and calculations by a Montana-licensed Professional Engineer.
  - Construction work plan and safety plan.
  - Anchor testing reports and as-built documentation.
  - Post-installation inspection and maintenance manual.
- Permitting and Coordination
  - Contractor shall coordinate with Yellowstone County and MetraPark management for access, scheduling, and safety.
  - All necessary permits and notifications shall be the responsibility of the Contractor.
  - Construction activities must maintain safe public access and minimize disruption to Arena operations.

### **SCOPE OF CONSTRUCTION SERVICES**

It is anticipated that the successful Contractor will enter into a contract with Yellowstone County for design and construction of the arena rock wall stabilization project, provided an agreeable total cost for the work on the project can be reached by all parties. The Owner reserves the right to accept or reject any and all responses received as a result of this RFP if it is in their best interest to do so.

Under this RFP, the selection procedure is intended to evaluate the capabilities of interested contractors to provide services for this Project. The responses to this RFP will be evaluated by the selection committee in accordance with the criteria listed below. The contractor will be selected based on the overall merit of its proposal, references, and information obtained from any other reliable source.

The following constitute the criteria for the selection committee to evaluate proposals:

#### *1. Firm Information (10 points)*

- a. Firm Experience:  
Describe your firm's experience with projects of similar site, size, type, and complexity. Please provide a minimum of 3 projects.
- b. References:  
Provide contact information for the Owner for the last three (3) contracts completed.

#### *2. The Project Team (5 points)*

- a. Provide a list of names and define the relationship of management individuals that you will commit to this Project. Include project management, field management, superintendent(s), estimators.
- b. For each team member:
  - i. Describe their responsibility on this Project.
  - ii. Describe their experience and how it is relevant to this project. Demonstrate the proposed key personnel's specific experience on projects of similar type, size and scope.
  - iii. Indicate the amount of time commitment available to this Project during

the construction phase. What other projects are they assigned to and for what duration?

- iv. Identify their length of employment with your firm and, if less than three years, prior firm(s).

### 3. *Project Management and Approach (40points)*

- a. Company's ability and approach to:
  - i. Managing schedules
  - ii. Constructability
  - iii. Ability for MetraPark to maintain proposed solution
  - iv. Scheduling and Project Communication
  - v. Project safety – Provide your incident rate and EMR or loss ratio
  - vi. Provide your construction change order overhead and profit mark-ups
  - vii. Provide your construction change order overhead and profit mark up on subcontractors (if any)

### 4. *Proposed Fees and Costs (45 points)*

- a. Construction Estimate

Include all costs for your proposed scope of work. Please list all assumptions, permits, etc. A lump sum number will not be accepted. Your estimate should be broken down, at a minimum, into mobilization, taxes, bonds, and insurance, and bolting and/or mesh system. The cost should consider separation of only completing the publicly accessible area or completing the work in full. Area estimates of these two work sections are included on the attached exhibits. If only publicly accessible area is completed, a cost and proposed approach is requested to be included to protect generators only. Your approach to this estimate is very important. It will demonstrate your ability to prepare an estimate, willingness to show all aspects of your estimate, and ability to incorporate costs to elements not shown on the plans but required by code.

Estimates are not required to be in a specific format. Use a format that you are comfortable using.

This information will be evaluated to determine reasonableness and evaluate potential performance risks. In this context, reasonableness may be determined by comparing offered prices or other critical factors. This determination will be at the sole discretion of the committee and the County. The County reserves the right to cancel the RFP and re-solicit via another mechanism should a fair and reasonable price not be achieved or reasonableness of price cannot be determined.

## **V. SUBMITTAL OF INFORMATION**

Four (4) written responses and a PDF e-mail to this RFP must be **received** at:

Yellowstone County Commissioners Office  
2825 3<sup>rd</sup> Ave, N, Room 419 Billings, MT 59101  
[mkessler@yellowstonecountymt.gov](mailto:mkessler@yellowstonecountymt.gov)

**By March 9, 2026 5:00pm MST**

All questions and contacts regarding this RFP must be submitted **IN WRITING** to:

Matt Kessler  
[mkessler@yellowstonecountymt.gov](mailto:mkessler@yellowstonecountymt.gov)

406-256-2717

## **VI. INSTRUCTIONS TO PROPOSERS**

Proposals must:

1. Follow the format outlined in the Selection Procedure above.
2. Be signed by an officer or principal of your firm.

## **VII. ATTACHMENTS**

The following exhibits are incorporated in this RFP:

Appendix A: Montana State Prevailing Wage Rates – Building Construction (2026; however, the rates effective at the time of issuance of the Agreement shall apply)

Appendix B: Plan sheets of proposed rock stabilization area.

Appendix C: Section 00911- Rock Scaling Special Provisions

## **APPENDIX A:**

**MONTANA**  
**PREVAILING WAGERATESFORHEAVY CONSTRUCTIONSERVICES2025**  
**Effective July 1, 2025**

**Note: These are revised 2025 rates and supersede the rates that were  
published on January 11, 2025**

***Greg Gianforte, Governor***  
***State of Montana***

***Sarah Swanson, Commissioner***  
***Department of Labor & Industry***

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ESD at [erd.dli.mt.gov/labor-standards](http://erd.dli.mt.gov/labor-standards) or contact:

Employment Standards Division  
Montana Department of Labor and Industry  
P. O. Box 8011  
Helena, MT 59604  
Phone 406-444-6543

**The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.**

**MONTANA PREVAILING WAGE REQUIREMENTS**

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at [erd.dli.mt.gov/labor-standards](http://erd.dli.mt.gov/labor-standards) or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at [erd.dli.mt.gov/labor-standards](http://erd.dli.mt.gov/labor-standards) or contact the department at (406) 444-6543.

SARAH SWANSON  
Commissioner  
Department of Labor and Industry  
State of Montana

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## **A. Date of Publication January 13, 2025**

## **B. Definition of Heavy Construction**

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

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

## **C. Definition of Public Works Contract**

Section 18-2-401(11)(a), MCA defines “public works contract” as “...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”.

## **D. Prevailing Wage Schedule**

This publication covers only Heavy Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Highway Construction and Nonconstruction Services occupations can be found on the internet at <https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/> or by contacting the department at (406) 444-6543.

## **E. Rates to Use for Projects**

ARM, 24.17.127(1)(c), states “The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised.”

## **F. Wage Rate Adjustments for Multiyear Contracts**

Section 18-2-417, MCA states:

*“(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.*

*(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.*

*(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”*

## **G. Fringe Benefits**

Section 18-2-412, MCA states:

*“(1) To fulfill the obligation...a contractor or subcontractor may:*

*(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;*

*(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or*

*(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.*

*(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor.”*

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

## **H. Dispatch City**

ARM, 24.17.103(11), defines dispatch city as *“...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney.”*

## **I. Zone Pay**

Zone pay is not travel pay. ARM, 24.17.103(25), defines zone pay as *“...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.”* See section H above for a list of dispatch cities.

## **J. Computing Travel Benefits**

ARM, 24.17.103(23), states *“ ‘Travel pay,’ also referred to as ‘travel allowance,’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job.”* See section H above for a list of dispatch cities.

## **K. Per Diem**

ARM, 24.17.103(19), states *“ ‘Per diem’ typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.”*

## **L. Apprentices**

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, Section 18-2-416(2), MCA states, *“...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract.”* Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

### **M. Posting Notice of Prevailing Wages**

Section 18-2-406, MCA, provides that contractors, subcontractors, and employers who are “...performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees.”

### **N. Employment Preference**

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

### **O. Projects of a Mixed Nature**

Section 18-2-418, MCA states:

*“(1) The contracting agency shall determine, based on the preponderance of labor hours to be worked, whether the public works construction services project is classified as a highway construction project, a heavy construction project, or a building construction project.*

*“(2) Once the project has been classified, employees in each trade classification who are working on that project must be paid at the rate for that project classification”*

### **P. Occupations Definitions**

You can find definitions for these occupations on the following Bureau of Labor Statistics website:

[http://www.bls.gov/oes/current/oes\\_stru.htm](http://www.bls.gov/oes/current/oes_stru.htm)

### **Q. Welder Rates**

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

### **R. Foreman Rates**

Rates are no longer set for foremen. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

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

# WAGE RATES

## BOILERMAKERS

<b>Wage</b>	<b>Benefit</b>
\$35.30	\$34.00

**Duties Include:**

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

**Travel and Per Diem:**

No travel or per diem established.

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## BRICK, BLOCK, AND STONE MASONS

<b>Wage</b>	<b>Benefit</b>
\$32.32	\$16.78

**Travel:**

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

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## CARPENTERS

<b>Wage</b>	<b>Benefit</b>
\$36.49	\$17.45

**Zone Pay:**

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

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## CEMENT MASONS AND CONCRETE FINISHERS

<b>Wage</b>	<b>Benefit</b>
\$38.54	\$17.04

**Zone Pay:**

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

**Duties Include:**

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

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

<b>Wage</b>	<b>Benefit</b>
\$31.51	\$15.73

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

**This group includes but is not limited to:**

Air Compressor; Auto Fine Grader; Belt Finishing; Boring Machine (Small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader, under 1 cu. yd; Oiler, Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

<b>Wage</b>	<b>Benefit</b>
\$32.88	\$15.15

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

**This group includes but is not limited to:**

Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batch; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu. yd up to and incl. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 tons and over; Ross Carrier; Rotomill, under 6 ft; Trenching Machine; Washing /Screening Plant

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### CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

<b>Wage</b>	<b>Benefit</b>
\$38.00	\$16.35

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

**This group includes but is not limited to:**

Asphalt Paving Machine; Asphalt Screed; Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine\Slip Form Paver; Finish Dozer; Front-End Loader, over 5 cu. yds; Mechanic\Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, Single, Twin, or Pulling Belly-Dump; YO-YO Cat Haul Truck, Articulating Trucks, Vac Truck.

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### CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

<b>Wage</b>	<b>Benefit</b>
\$38.00	\$16.35

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

**This group includes but is not limited to:**

Asphalt\Hot Plant Operator; Cranes, 25 tons up to and incl. 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

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### CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

<b>Wage</b>	<b>Benefit</b>
\$38.00	\$16.35

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

**This group includes but is not limited to:**

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

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### CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

<b>Wage</b>	<b>Benefit</b>
\$40.00	\$16.35

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

**This group includes but is not limited to:**

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

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

<b>Wage</b>	<b>Benefit</b>
\$42.00	\$16.35

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

**This group includes but is not limited to:**

Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add \$1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

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## CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

<b>Wage</b>	<b>Benefit</b>
\$23.08	\$11.82

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

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## CONSTRUCTION LABORERS GROUP 2

<b>Wage</b>	<b>Benefit</b>
\$26.15	\$13.44

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

**This group includes but is not limited to:**

General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprappet; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.

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### CONSTRUCTION LABORERS GROUP 3

<b>Wage</b>	<b>Benefit</b>
\$26.07	\$13.44

**This group includes but is not limited to:**

Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

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**Zone Pay:**

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

### CONSTRUCTION LABORERS GROUP 4

<b>Wage</b>	<b>Benefit</b>
\$26.76	\$11.82

**This group includes but is not limited to:**

Hod Carrier\*\*\*; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder incl. Air Arc

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**Zone Pay:**

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

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

### DIVERS

Stand-By	<b>No Rate Established</b>
Diving	<b>No Rate Established</b>

**Zone Pay:**

No Zone Pay Established

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## DIVER TENDERS

No Rate Established

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### Zone Pay:

No Zone Pay Established

## ELECTRICIANS

<b>Wage</b>	<b>Benefit</b>
\$38.86	\$17.84

### Travel:

No mileage due when traveling in employer's vehicle.

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

- 0-18 mi. free zone
- >18-60 mi. federal mileage rate/mi.

### Per Diem

#### District 4

>60 mi. \$80.00/day

Per Diem in Big Sky and West Yellowstone \$125/day.

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## INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

No Rate Established

### Duties Include:

Insulate pipes, ductwork or other mechanical systems.

### Travel:

No Travel Pay Established

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## IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

<b>Wage</b>	<b>Benefit</b>
\$34.83	\$28.07

**Travel:**  
**All Districts**  
0-45 mi. free zone  
>45-85 mi. \$100.00/day  
>85 mi. \$150.00/day

**Duties Include:**

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

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## IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

<b>Wage</b>	<b>Benefit</b>
\$34.83	\$28.07

**Travel:**  
**All Districts**  
0-45 mi. free zone  
>45-85 mi. \$100.00/day  
>85 mi. \$150.00/day

**Duties Include:**

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

## LINE CONSTRUCTION – EQUIPMENT OPERATORS

**No Rate Established**

**Travel:**  
No Travel Pay Established

**Duties Include:**

All work on substations

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## LINE CONSTRUCTION – GROUNDMAN

<b>Wage</b>	<b>Benefit</b>
\$29.09	\$8.36

**Travel:**  
No Free Zone  
\$60.00/day

**Duties Include:**

All work on substations

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## LINE CONSTRUCTION – LINEMAN

<b>Wage</b>	<b>Benefit</b>
\$52.11	\$18.75

**Travel:**  
No Free Zone  
\$60.00/day

**Duties Include:**

All work on substations

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## MILLWRIGHTS

<b>Wage</b>	<b>Benefit</b>
\$45.26	\$21.25

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

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## PAINTERS

<b>Wage</b>	<b>Benefit</b>
\$25.00	No Rate Established

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

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## PILE BUCKS

<b>Wage</b>	<b>Benefit</b>
\$36.49	\$14.33

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

**Duties Include:**

Set up crane; set up hammer; weld tips on piles; set leads; insure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed, and direction of swing. Cut piles to grade.

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## PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

<b>Wage</b>	<b>Benefit</b>
\$45.60	\$21.26

**Travel:**  
**District 4**  
0-70 free zone  
>70 mi.  
▪ On jobs when employees do not work consecutive days: \$0.55/mi. if employer doesn't provide transportation. Not to exceed two trips.  
▪ On jobs when employees work any number of consecutive days: \$110.00/day.

**Duties Include:**

Assemble, install, alter, and repair pipe-lines or pipe systems that carry water, steam, air, other liquids or gases. Testing of piping systems, commissioning and retro-commissioning. Workers in this occupation may also install heating and cooling equipment and mechanical control systems.

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## SPRINKLER FITTERS

### No Rate Established

#### Duties Include:

Duties Include but not limited to any and all fire protection systems: Installation, dismantling, inspection, testing, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems, including both overhead and underground water mains, all piping, fire hydrants, standpipes, air lines, tanks, and pumps used in connection with sprinkler and alarm systems.

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## TRUCK DRIVERS

Pilot Car Driver	<b>No Rate Established</b>	
	<b>Wage</b>	<b>Benefit</b>
Truck Driver	\$31.28	\$9.37

#### Truck drivers include but are not limited to:

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

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### Travel

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

- 0-60 mi. free zone
- >60-80 mi. \$23.00/day
- >80-100 mi. \$33.00/day
- >100 mi. \$125.00/day + the IRS rate per mile and \$8.92 for every 15 miles traveled for one trip out and one trip back

No travel allowance required when in employer's vehicle except when staying the night.

- >100 mi. \$125.00/day

### Zone Pay:

#### All Districts

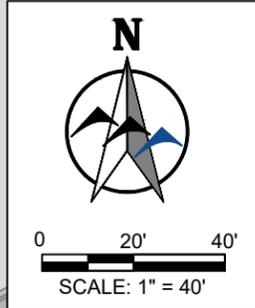
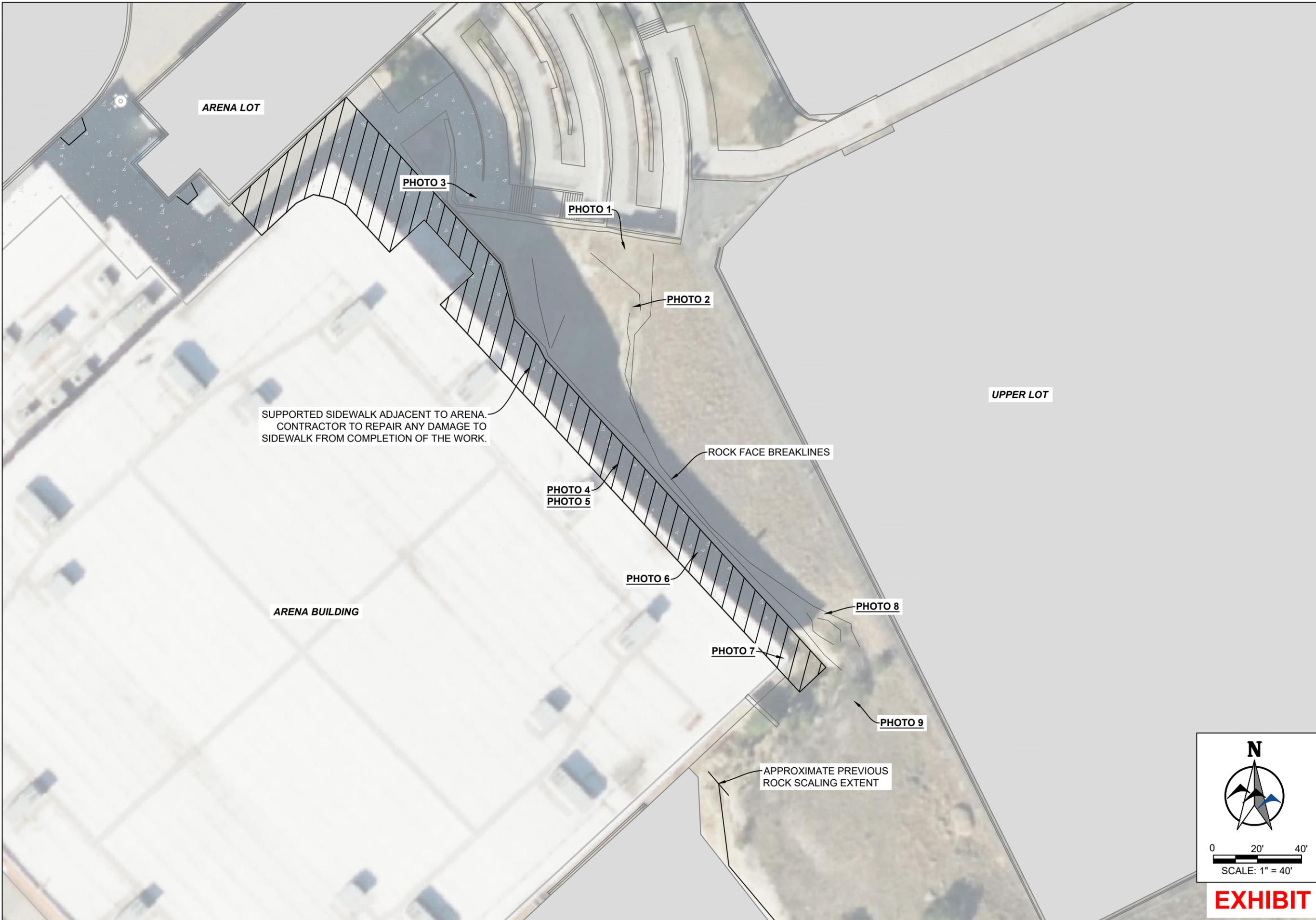
- 0-30 mi. free zone
- >30-60 mi. base pay + \$3.05/hr.
- >60 mi. base pay + \$.485/hr.

#### Special Provision:

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

## **APPENDIX B**

K:\Billings\Yellowstone County\2025\485 MetraPark Arena East Rock Face Stabilization\05CAD\Sheet\25485-METRA-ARENA-EAST-ROCK-FACE-STABILIZATION\_EXHIBIT.dwg AERIAL EXHIBIT 1/12/2026 4:00:04 PM



**EXHIBIT**

NO.	REVISION	BY	DATE

PREPARED BY  
 **WVC** ENGINEERING  
 550 S. 24TH ST. W., SUITE 201  
 BILLINGS, MT 59102  
 (406) 894-2210  
 www.wvcengineering.com

YELLOWSTONE COUNTY  
 METRAPARK ARENA EAST ROCK FACE STABILIZATION  
**EAST ROCK FACE OVERVIEW**  
 YELLOWSTONE COUNTY, MT

DESIGNED BY: GTR  
 DRAWN BY: ZSL  
 CHECKED BY: GTR  
 DATE: 1/12/2026

SHEET  
**1**

PROJECT NO. 2025-485

K:\Billings\Yellowstone County\2025485 MetraPark Arena East Rock Face Stabilization\05CAD\Sheets\25485-METRA-ARENA-EAST-ROCK-FACE-STABILIZATION\_EXHBT.dwg ROCK SCALING PLAN 1/12/2026 4:00:04 PM



NO.	REVISION	BY	DATE

PREPARED BY  
 **WWC** ENGINEERING  
 550 S. 24TH ST. W., SUITE 201  
 BILLINGS, MT 59102  
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 www.wwcengineering.com

YELLOWSTONE COUNTY  
**METRAPARK ARENA EAST ROCK FACE STABILIZATION**  
**EAST ROCK FACE SCALING PLAN**  
 YELLOWSTONE COUNTY, MT

DESIGNED BY: GTR  
 DRAWN BY: ZSL  
 CHECKED BY: GTR  
 DATE: 1/12/2026

SHEET  
**2**

  
  
 SCALE: 1" = 20'  
**EXHIBIT**



**PHOTO 1:**  
LOOKING SOUTH FROM TOP OF ROCK FACE



**PHOTO 2:**  
LOOKING SOUTH FROM MID-HEIGHT ON ROCK FACE



**PHOTO 3:**  
LOOKING SOUTH FROM BASE OF ROCK FACE



**PHOTO 4:**  
LOOKING WEST FROM MIDDLE OF ROCK FACE



**PHOTO 5:**  
MIDDLE OF ROCK FACE STRAIGHT-ON



**PHOTO 6:**  
MIDDLE-SOUTH OF ROCK FACE LOOKING STRAIGHT-ON TO EAST

PREPARED BY  
  
**WWC** ENGINEERING  
 550 S. 24TH ST. W., SUITE 201  
 BILLINGS, MT 59102  
 (406) 894-2210  
 www.wwcengineering.com

YELLOWSTONE COUNTY  
**METRAPARK ARENA EAST ROCK FACE STABILIZATION**  
**SITE PHOTOS**  
 YELLOWSTONE COUNTY, MT

DESIGNED BY: GTR  
 DRAWN BY: ZSL  
 CHECKED BY: GTR  
 DATE: 1/12/2026

SHEET  
**3**

NO.	REVISION	BY	DATE

PROJECT NO. 2025-485

**EXHIBIT**



**PHOTO 7:**  
SOUTH ROCK FACE STRAIGHT-ON



**PHOTO 8:**  
SOUTH ROCK FACE FROM ABOVE



**PHOTO 9:**  
EAST ROCK FACE FROM ABOVE LOOKING NORTH

PREPARED BY  
 **WWC** ENGINEERING  
 550 S. 24TH ST. W., SUITE 201  
 BILLINGS, MT 59102  
 (406) 894-2210  
 www.wwcengineering.com

YELLOWSTONE COUNTY  
**METRAPARK ARENA EAST ROCK FACE STABILIZATION**  
**SITE PHOTOS**  
 YELLOWSTONE COUNTY, MT

DESIGNED BY: GTR  
 DRAWN BY: ZSL  
 CHECKED BY: GTR  
 DATE: 1/12/2026

NO.	REVISION	BY	DATE

PROJECT NO. 2025-485

**EXHIBIT**

## **APPENDIX C:**

# **SECTION 00911**

## **ROCK SCALING SPECIAL PROVISIONS**

### **SP - 1. PROJECT DESCRIPTION**

The purpose of the proposed work would be to reduce the hazards of rockfall to the public and MetraPark staff by stabilizing the rock face. The area needing stabilization is shown in the plans and is generally the rock wall behind the MetraPark Arena. This special provision covers the requirements in addition to those determined by the Design- Build Contractor.

### **SP - 2. PREQUALIFIED ROCK SLOPE CONTRACTORS**

Not less than 4 weeks prior to commencing rock scaling, the Contractor must provide information to the owner as required herein. The owner will respond within 1 week of receipt of each submittal as to acceptance of the submittal. Work must not begin until the owner has accepted all required submittals in writing. If an individual's experience is unacceptable, the Contractor must allow time for re-submittal of qualifications.

1. This project requires the use of Prequalified Rock Slope Contractors to complete the work that the Contractor must be listed on. Pre-qualified rock slope contractors are listed at the following website: Prequalified Specialty Contractors Montana Department of Transportation (MDT) (<https://www.mdt.mt.gov/business/contracting/prequalified.aspx>).
2. Contractors not currently pre-qualified by the Department to perform rock slope stabilization work can obtain pre-qualification information from the Construction Engineering Services Bureau, (406) 444-6015, 2701 Prospect Ave., Helena, Montana.

### **SP - 3. WORK PLAN**

1. Description.

A Work Plan is to be submitted to the MetraPark and will include:

- a. The proposed sequence and schedule.
- b. The types of equipment and tools to be utilized in the work.
- c. The number of crews to be employed on the project
- d. A Traffic and Pedestrian Control Plan including provisions to protect access from roadways or pedestrians, adjacent facilities, and existing utilities.
- e. A temporary barrier plan for the Arena, if necessary, as identified herein.

Contractor will limit equipment and materials on the supported sidewalk section below the rock face and will include this area within the work plan.

### **SP - 4. PARKING LOT AND ROAD CLOSURES**

1. Construction. Contractor is to identify the Work Zone in the Work Plan submittal and provide barriers to restrict pedestrians or traffic from entering.
  - a. Contractor will coordinate with MetraPark for events and plan work for a period when large events that require access to the back of the Metra Arena are not occurring or contractor can adjust work zone around activities if possible.
  - b. Work may be completed Monday through Sunday, but prior notice must be given to the MetraPark staff to work on Saturdays or Sundays.

#### **SP - 5. ARENA PROTECTION**

1. Description. For purposes of the work, it may be required to furnish, install, maintain, and remove a barrier rail for separation or protection of the Arena building. The barrier is to provide positive protection for the building from falling rock and debris that are the direct or indirect result of work. Contractors will determine the need and design of barrier rail if required.

#### **SP - 6. DISPOSAL OF MATERIAL**

1. This work is the removal of existing and scaled material from the base of the slope. Disposal and scaling of material must be included within the contractors bid as unit price estimates.

B.O.C.C Thursday Discussion

4.

Meeting Date: 02/26/2026

Title: Jessica Kay Ogdin - YAM Roofing Project Update

Submitted By: Erika Guy

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TOPIC:

**Jessica Kay Ogdin - YAM Roofing Project Update**

BACKGROUND:

Update

RECOMMENDED ACTION:

Discuss

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